

APPEAL, COLE, REOPEN, TERMED

**United States District Court**  
**Northern District of Illinois – CM/ECF LIVE, Ver 3.2.3 (Chicago)**  
**CIVIL DOCKET FOR CASE #: 1:07-cv-00385**  
***Internal Use Only***

Google Inc v. Central Mfg. Inc. et al  
Assigned to: Honorable Virginia M. Kendall  
Case in other court: 07-01612  
07-01651  
09-03569  
Cause: 18:1961 Racketeering (RICO) Act

Date Filed: 01/19/2007  
Date Terminated: 10/16/2009  
Jury Demand: None  
Nature of Suit: 470 Racketeer/Corrupt  
Organization  
Jurisdiction: Federal Question

Date Filed	#	Page	Docket Text
09/30/2009	<u><a href="#">121</a></u>	2	MEMORANDUM by Google Inc (Cyrluk, Jonathan) (Entered: 09/30/2009)
09/30/2009	<u><a href="#">122</a></u>	10	DECLARATION of Michael T. Zeller regarding memorandum <u><a href="#">121</a></u> (Attachments: # <u><a href="#">1</a></u> Exhibit 1-19)(Cyrluk, Jonathan) (Entered: 09/30/2009)
09/30/2009	<u><a href="#">123</a></u>	140	MOTION by Plaintiff Google Inc for judgment <i>and entry of stipulated permanent injunction</i> (Cyrluk, Jonathan) (Entered: 09/30/2009)
09/30/2009	<u><a href="#">124</a></u>	157	DECLARATION of Michael T. Zeller regarding motion for judgment <u><a href="#">123</a></u> <i>and entry of stipulated permanent injunction</i> (Attachments: # <u><a href="#">1</a></u> Exhibit 1-7, # <u><a href="#">2</a></u> Exhibit 8-17, # <u><a href="#">3</a></u> Exhibit 18-26)(Cyrluk, Jonathan) (Entered: 09/30/2009)

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

GOOGLE INC.,	)	
	)	Civil Action No. 07 CV 385
Plaintiff,	)	
	)	Hon. Virginia M. Kendall
vs.	)	
	)	
CENTRAL MFG. INC. a/k/a CENTRAL	)	
MFG. CO., a/k/a CENTRAL MFG. CO.	)	
(INC.), a/k/a CENTRAL	)	
MANUFACTURING COMPANY, INC.	)	
and a/k/a CENTRAL MFG. CO. OF	)	
ILLINOIS; and STEALTH INDUSTRIES,	)	
INC. a/k/a RENTAMARK and a/k/a	)	
RENTAMARK.COM,	)	
	)	
Defendants.	)	

**GOOGLE'S POSITION BRIEF**

Plaintiff Google Inc. ("Google") respectfully submits this Position Brief pursuant to the Court's August 17 and 25, 2009 Orders.

**Introduction**

Google respectfully submits that the questions raised in the Court's August 17 and 25, 2009 Orders have been superseded because The Society for the Prevention of Trademark Abuse, LLC (the "SPTA") has acquired all stock and other assets of the corporate entity Defendants. The stock and assets of the corporate entity Defendants were sold to the SPTA in a bankruptcy auction under the auspices and with the approval of the Bankruptcy Court, so the Trustee is no longer their representative. While Stoller has made sensational allegations that the assignment to the SPTA is invalid in his motion for reconsideration papers, they are not only frivolous and unsupported but are not properly before the Court. Stoller cannot collaterally challenge the validity of the Assignment outside the Bankruptcy Court proceeding or appeals therefrom. Nonetheless, the Assignment is indeed valid, as confirmed by the findings of the Bankruptcy Court and as recognized by the TTAB. As Google mentioned previously, Google and the SPTA have been in the process of discussing an agreement to resolve this case and have in fact reached a resolution. Google therefore is concurrently moving for the entry of a stipulated permanent injunction and final judgment that will conclude this litigation if approved.

While Google believes that the SPTA is currently the corporate entities Defendants' representative, Google addresses the Court's questions regarding the Trustee's prior representation as follows. Google's position is, and always has been, that the claims at issue arose only after Stoller petitioned for bankruptcy. For this reason, before filing this suit, Google originally requested that the Bankruptcy Court declare that Google's claims were not subject to the automatic stay provisions of the Bankruptcy Code -- a step Google undertook out of respect for the Bankruptcy Court and to avoid any accusation that its suit would violate the automatic stay provisions. It was only in the alternative that Google sought from the Bankruptcy Court an order seeking modification of the stay, in the event that the Bankruptcy Court nevertheless concluded that the claims were pre-petition and that the automatic stay did apply. The Bankruptcy Court did not accept Google's first ground, but instead decided to modify the automatic stay and granted Google leave to bring this action in any event. It was on this basis, as well as the Bankruptcy Court's Orders recognizing the Trustee as the sole shareholder of the entity Defendants at the time, that Google and the Trustee previously considered the Trustee to be the proper representative of the corporate entity Defendants in this suit.

### **Argument**

#### **I. THE CORPORATE ENTITY DEFENDANTS ARE NOW UNDER THE OWNERSHIP AND CONTROL OF THE SPTA**

##### **A. By Bankruptcy Court Order, The Stock And Assets Of The Corporate Entities Defendants Were Sold To The SPTA**

The corporate entity Defendants are now under the ownership and control of the SPTA. On July 24 and August 7, 2007, the Bankruptcy Court held an auction hearing for the sale of assets in Stoller's bankruptcy estate, including the stock and assets of the corporate entity Defendants.<sup>1</sup> On August 8, 2007, the Bankruptcy Court approved the sale of the stock and assets of the corporate entity Defendants to the SPTA.<sup>2</sup> Having obtained the Bankruptcy Court's approval, the Trustee and the SPTA entered into an assignment dated August 20, 2007 (the "Assignment") that transferred all stock and assets in the corporate entity Defendants to the

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<sup>1</sup> Declaration of Michael T. Zeller In Support of Position Brief, dated September 30, 2009 and filed concurrently herewith, Exh. 1 at 1.

<sup>2</sup> Zeller Dec., Exhs. 2, 1.

SPTA.<sup>3</sup> On the same day, as the new stockholder of the corporate entity Defendants, the SPTA removed Stoller from “any and all positions, offices, and capacities in connection with each of the corporations.”<sup>4</sup>

On August 10, 2007, Stoller appealed the Bankruptcy Court’s August 8, 2007 Order to the District Court.<sup>5</sup> This appeal was dismissed on October 1, 2007.<sup>6</sup> Stoller’s motion to reinstate the appeal was denied on April 24, 2009, and his motion to file *in forma pauperis* was denied on May 8, 2009.<sup>7</sup> On May 22, 2009, Stoller appealed the District Court’s April 24 and May 8, 2009 rulings to the Seventh Circuit.<sup>8</sup> However, it appears that Stoller’s appeal has been dismissed for failure to comply with the fee requirements of Seventh Circuit Rule 3(b)<sup>9</sup> and thus no further appeals are now available to Stoller.

As the owner of all stock and assets in the corporate entity Defendants, the SPTA is their proper representative in this suit. Indeed, decisions of the Trademark Trial and Appeal Board have recognized the SPTA as the rightful owner of Defendant Central Mfg. Inc.<sup>10</sup> Although the SPTA has dissolved both of the Defendants,<sup>11</sup> this does not prevent them from being subject to continued suit here. Courts in this Circuit look to state law in analyzing a dissolved corporation’s ability to sue or be sued. *See Sharif v. Int’l Dev. Group Co., Ltd.*, 399 F.3d 857, 860-61 (7th Cir. 2005) (applying Illinois corporate survival statute 805 ILCS 5/12.80). Under both Illinois and Delaware state law, a corporation can participate in litigation after being dissolved if the litigation is initiated before or within five years or three years, respectively, after dissolution. *See* 805 ILCS 5/12.80 (corporation can sue or be sued on claims brought before and up to 5 years post-dissolution); 8 Del.C. § 278 (same, for 3 years post-dissolution). Here, the

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<sup>3</sup> Zeller Dec., Exh. 3.

<sup>4</sup> Zeller Dec., Exh. 4.

<sup>5</sup> Zeller Dec., Exh. 5.

<sup>6</sup> Zeller Dec., Exh. 6.

<sup>7</sup> Zeller Dec., Exhs. 7, 8.

<sup>8</sup> Zeller Decl., Exh. 9.

<sup>9</sup> Zeller Dec., Exhs. 10, 11. A search conducted on the Seventh Circuit’s PACER website resulted in no matches for the appeal number in the May 28, 2009 Circuit Rule 3(b) Notice, indicating that the appeal was dismissed before being docketed because Stoller failed to pay the docketing fee. Zeller Dec., ¶ 11.

<sup>10</sup> Zeller Dec., Exh. 12 (Three examples of TTAB decisions recognizing the SPTA’s ownership and control of Central Mfg. Inc.).

<sup>11</sup> Zeller Dec., Exhs. 13, 14.



complaint in this action was filed on January 19, 2007,<sup>12</sup> and the SPTA submitted filings in 2008 to dissolve the Defendants.<sup>13</sup> Accordingly, by any measure, this action was properly brought and is properly maintained against both of the corporate entity Defendants.

As stated above, Google has reached a resolution with the SPTA regarding this lawsuit, and have moved for entry of stipulated permanent injunction and final judgment that, if approved by this Court, will bring this matter to a close. In light of all of these circumstances, Google respectfully submits that the questions regarding the Trustee's prior representation of the Defendants in this case have been superseded.

**B. Stoller Cannot Collaterally Attack In This Proceeding The SPTA's Acquisition Of The Corporate Entity Defendants**

In his motion for reconsideration papers, Stoller has previewed his baseless attacks on the validity of the Assignment and has sought "an 'order' from this court declaring the attached August 20, 2009 Assignment a 'naked' assignment and/or an 'Assignment' in gross transferring 'no' Stoller trademark rights to SPTA resulting in an abandonment by the trustee of Stoller's assets which have been lawfully re-acquired by Stoller as a result of the Trustee's abandonment, through a naked assignment dated **August 20, 2009**."<sup>14</sup>

Stoller cannot use this proceeding to collaterally challenge the Bankruptcy Court-approved sale of the Defendants to the SPTA, however. Stoller concedes that the sale from the Trustee to the SPTA took place and that assets were transferred pursuant to the Assignment.<sup>15</sup> As a result, the only issue is whether Stoller can challenge the validity of the Assignment in this Court. Stoller cannot do so. No court, other than on a proper appeal from the Bankruptcy Court, has the jurisdiction to review the decisions and actions of the Bankruptcy Court. *See Celotex Corp. v. Edwards*, 514 U.S. 300, 313 (1995) ("We have made clear that it is for the court of first instance to determine the question of validity of the law, and until its decisions are reversed for error by orderly review, either by itself or by a higher court, its orders based on its decisions are

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<sup>12</sup> Complaint, CV-07-00385, Docket No. 1.

<sup>13</sup> Zeller Dec., Exhs. 13, 14. More specifically, Central Mfg. Inc. was dissolved on January 29, 2008, and Stealth Industries, Inc. was dissolved on April 24, 2008.

<sup>14</sup> Docket No. 116, September 14, 2009 Reply to Google's Response to Motion for Reconsideration (the "Reply"), at 21 (emphasis in original).

<sup>15</sup> *Id.* at 4 ("On August 20, 2007, Leo Stoller asserts that there was an unlawful, invalid **naked** Assignment of Stoller's trademark rights to SPTA through a bankruptcy auction") (emphasis in original)).

to be respected.”). As shown above, the District Court and the Seventh Circuit dismissed Stoller's appeals from the Bankruptcy Court's August 8, 2007 Order, including most recently his May 22, 2009 appeal to the Seventh Circuit. Stoller cannot be allowed to circumvent the normal appeal process to challenge the Assignment here.

Even though the validity of the Assignment cannot be challenged in this proceeding, the Assignment is indeed valid. As discussed above, the Bankruptcy Court held an auction hearing over two days and entered an order and findings of fact and conclusions of law that the Assignment is valid. In particular, the Bankruptcy Court found:

Sound business reasons exist for the Trustee's sale of the Assets pursuant to the APA [Asset Purchase Agreement]. Entry into the APA and the consummation of the Sale contemplated thereby constitute the exercise by the Trustee of sound business judgment and such acts are in the best interests of the Debtor, his estate and its creditors;

[T]he Society for the Prevention of Trademark Abuse, LLC . . . made the only offer received for the Assets within the time period ordered, which offer was in the amount of \$7500.00;

[T]he APA [Asset Purchase Agreement] and the transactions contemplated by the APA were negotiated and have been and are undertaken by the Trustee and the [SPTA] at arm's length, without collusion and in good faith within the meaning of Section 363(m) of the Bankruptcy Code; and

The Purchase Price under the APA is fair and reasonable and is sufficient value for the Assets, since it was the only valid offer received. Therefore, the Sale contemplated by the APA is in the best interests of the Debtor and his estate, its creditors and other parties in interest.<sup>16</sup>

These rulings are final and binding, particularly in view of Stoller's dismissed and unsuccessful appeals. *See Washington Group Int'l, Inc. v. Bell, Boyd & Lloyd LLC*, 383 F.3d 633, 636-37 (7th Cir. 2004) (issue preclusion applied where bankruptcy court had already ruled on invalidity of lien); *see also Montana v. United States*, 440 U.S. 147, 153-154 (1979) ("To preclude parties from contesting matters that they have had a full and fair opportunity to litigate protects their adversaries from the expense and vexation attending multiple lawsuits, conserves judicial resources, and fosters reliance on judicial action by minimizing the possibility of inconsistent decisions.").

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<sup>16</sup> Zeller Dec., Exh. 1 at 2-3 (August 8, 2007 Findings of Fact, Conclusions of Law, and Order Approving Sale of Debtor's Assets).

## II. FURTHER RESPONSES TO THE QUESTIONS RAISED BY THE COURT

While Google respectfully submits that the questions raised by the Court's Orders are superseded as discussed above, Google also provides the following discussion of the substance of the questions raised by the Court.

With respect to the question of when the claims in this lawsuit arose, Google's position is, and always has been, that the claims at issue here arose after Stoller petitioned for bankruptcy on December 20, 2005 (the "Petition Date"). On August 18, 2006, Google moved for an order from the Bankruptcy Court that leave was not needed to bring this action because the claims at issue fell outside the scope of the automatic stay in the bankruptcy proceeding (the "Motion").<sup>17</sup> In the Motion, Google argued that the acts constituting false advertising all occurred after the Petition Date.<sup>18</sup> Google also argued that the RICO claim did not accrue, and could not have been brought, before the Petition Date because Google had not suffered damage until after the Petition Date, and the second predicate act targeting Google to establish the minimum requirements for a RICO claim on which Google could sue did not occur until after the Petition Date.<sup>19</sup> In addition, Google argued that the unfair competition claim did not arise until after Google discovered its injury, which was also after the Petition Date.<sup>20</sup> It was only in the alternative that Google's Motion sought an order from the Bankruptcy Court for a modification of the automatic stay for cause so that Google could bring the instant suit in the event that the Bankruptcy Court disagreed that Google's claims arose post-petition as Google argued and decided that the automatic stay applied to Google's claims.<sup>21</sup>

The Bankruptcy Court entered an order ruling on the Motion on January 19, 2007. The Court did not find that Google's claims arose before the Petition Date and therefore were outside the scope of the automatic stay, but rather found that there was cause to modify the automatic stay to allow Google to bring this action.<sup>22</sup> Accordingly, although it has always been Google's view that the claims at issue here arose after the Petition Date, the Bankruptcy Court at least implicitly came to a different conclusion.

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<sup>17</sup> Zeller Dec., Exh. 15.

<sup>18</sup> *Id.* at 4-5.

<sup>19</sup> *Id.* at 5-8.

<sup>20</sup> *Id.* at 8.

<sup>21</sup> *Id.* at 9-15.

<sup>22</sup> Zeller Dec., Exh. 16.

In addition, the Bankruptcy Court placed the bankruptcy estate -- which included the stock in, and assets held by, the corporate entity Defendants -- under the control of the Trustee by converting Stoller's bankruptcy from a Chapter 13 case to a Chapter 7 case on September 1, 2006<sup>23</sup> and by recognizing the Trustee as the shareholder of the Defendants on October 5, 2006<sup>24</sup> -- several months before the Complaint in this action was filed on January 19, 2007. The Bankruptcy Court also subsequently approved the Trustee's settlement of Google's claims against the corporate entity Defendants and accordingly recognized the propriety of the Trustee's representation of those entities in this additional manner.<sup>25</sup> Thus, to further address the substance of the Court's questions, based on these decisions of the Bankruptcy Court as well as its rulings on Google's Motion, the Trustee originally was the proper representative of the Defendants. Indeed, given the posture of those rulings, and given that they cannot be challenged in this proceeding as discussed above, the only proper conclusion at the time was that the Trustee was the appropriate representative of the Defendants in this action.

DATED: September 30, 2009

Respectfully submitted,

GOOGLE INC.

By: /s/ Michael T. Zeller  
One of Its Attorneys

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<sup>23</sup> Zeller Dec., Exh. 17.

<sup>24</sup> Zeller Dec., Exh. 18.

25 Zeller Dec., Exh. 19.

**CERTIFICATE OF SERVICE**

I, Jonathan M. Cyrluk, certify that I caused copies of the forgoing Google Inc.'s Position Brief to be served on all counsel via the Court's CM/ECF online filing system and on:

**Via U.S. Mail and Email**

Leo Stoller  
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The Society For The Prevention Of Trademark  
Abuse, LLC  
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E-Mail: [ljohnson@roylance.com](mailto:ljohnson@roylance.com)

via U.S. Mail and email where indicated this 30<sup>th</sup> day of September, 2009.

/s/ Jonathan M. Cyrluk

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IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

GOOGLE INC.,	)	
	)	Civil Action No. 07 CV 385
Plaintiff,	)	
	)	Hon. Virginia M. Kendall
vs.	)	
	)	
CENTRAL MFG. INC. a/k/a CENTRAL	)	
MFG. CO., a/k/a CENTRAL MFG. CO.	)	
(INC.), a/k/a CENTRAL	)	
MANUFACTURING COMPANY, INC.	)	
and a/k/a CENTRAL MFG. CO. OF	)	
ILLINOIS; and STEALTH INDUSTRIES,	)	
INC. a/k/a RENTAMARK and a/k/a	)	
RENTAMARK.COM,	)	
	)	
Defendants.	)	

**DECLARATION OF MICHAEL T. ZELLER IN SUPPORT OF POSITION BRIEF**

I, Michael T. Zeller, declare as follows:

1. I am a member of the bar of the State of Illinois, New York and California and a partner of Quinn Emanuel Urquhart Oliver & Hedges, LLP, attorneys for plaintiff Google Inc. ("Google"). I make this declaration of personal, firsthand knowledge, and if called and sworn as a witness, I could and would testify competently thereto.

2. Attached as Exhibit 1 is a true and correct copy of the Findings of Fact, Conclusions of Law, and Order Approving Sale of Debtor's Assets, entered on August 8, 2007 by the United States Bankruptcy Court for the Northern District of Illinois (the "Bankruptcy Court") in the bankruptcy proceeding *In re Leo Stoller*, Case No. 05 B 64075 (N.D. Ill.).

3. Attached as Exhibit 2 is a true and correct copy of the Order Approving Sale of Debtor's Assets, entered on August 8, 2007 by the Bankruptcy Court in the bankruptcy proceeding *In re Leo Stoller*, Case No. 05 B 64075 (N.D. Ill.).

4. Attached as Exhibit 3 is a true and correct copy of the Assignment of all of the stock and assets in the corporate entity defendants Central Mfg. Inc. and Stealth Industries, Inc., to The

Society for the Prevention of Trademark Abuse, LLC (the "SPTA") in the bankruptcy proceeding *In re Leo Stoller*, Case No. 5 B 64075 (N.D. Ill.).

5. Attached as Exhibit 4 is a true and correct copy of an email from Lance G. Johnson of the SPTA to Leo Stoller ("Stoller") dated August 20, 2007.

6. Attached as Exhibit 5 is a true and correct copy of Stoller's Notice of Appeal, filed on August 10, 2007 in the bankruptcy proceeding *In re Leo Stoller*, Case No. 05 B 64075 (N.D. Ill.).

7. Attached as Exhibit 6 is a true and correct copy of the October 1, 2007 minute entry in *In re: In re: Leo Stoller*, Case No. 07 CV 04692 (N.D. Ill.), the Honorable William J. Hibbler presiding, dismissing Stoller's appeal of the Bankruptcy Court's August 8, 2007 Order Approving Sale of Debtor's Assets.

8. Attached as Exhibit 7 is a true and correct copy of the April 24, 2009 Order in *In re: In re: Leo Stoller*, Case No. 07 CV 04692 (N.D. Ill.), denying Stoller's motion to reinstate the appeal of the Bankruptcy Court's August 8, 2007 Order Approving Sale of Debtor's Assets.

9. Attached as Exhibit 8 is a true and correct copy of the May 8, 2009 Order in *In re: In re: Leo Stoller*, Case No. 07 CV 04692 (N.D. Ill.), denying Stoller's motion to appeal *in forma pauperis*.

10. Attached as Exhibit 9 is a true and correct copy of Stoller's Notice of Filing and Notice of Appeal, filed on May 22, 2009 in *In re: In re: Leo Stoller*, Case No. 07 CV 04692 (N.D. Ill.).

11. Attached as Exhibit 10 is a true and correct copy of the Circuit Rule 3(b) Notice, dated May 28, 2009 and filed in *In re: In re: Leo Stoller*, Case No. 07 CV 04692 (N.D. Ill.). A search conducted on the Seventh Circuit Court of Appeal's PACER website resulted in no matches for the appeal number 09-2385, listed in the May 28, 2009 Circuit Rule 3(b) Notice.

12. Attached as Exhibit 11 is a true and correct copy of the Docket, as of September 29, 2009, for *In re: In re: Leo Stoller*, Case No. 07 CV 04692 (N.D. Ill.).

13. Attached as Exhibit 12 is a true and correct copy of the Trademark Trial and Appeal Board's ("TTAB") June 26, 2008 Order in Cancellation No. 92045778; May 20, 2008 Order in Opposition No. 91167086; and June 19, 2008 Order in Opposition No. 91167658.

14. Attached as Exhibit 13 is a true and correct copy of the profile of Central Mfg. Inc. on the Delaware Secretary of State website, as of September 2, 2009.

15. Attached as Exhibit 14 is a true and correct copy of the profile of Stealth Industries, Inc. on the Delaware Secretary of State website, as of September 2, 2009.

16. Attached as Exhibit 15 is a true and correct copy of Google's Motion For Order Declaring Proposed Suit To Be Outside Scope Of Stay, Or, In The Alternative, Modifying Stay, filed on August 18, 2006 in the bankruptcy proceeding *In re Leo Stoller*, Case No. 05 B 64075 (N.D. Ill.).

17. Attached as Exhibit 16 is a true and correct copy of the Order Granting Motion For Order Declaring Proposed Suit To Be Outside Scope Of Stay Or, In The Alternative, Modifying Stay [Docket No. 113], entered on January 19, 2007 in the bankruptcy proceeding *In re Leo Stoller*, Case No. 05 B 64075 (N.D. Ill.).

18. Attached as Exhibit 17 is a true and correct copy of the Order Converting Chapter 13 Case to a Case Under Chapter 7, *nunc pro tunc* August 31, 2006 in the bankruptcy proceeding *In re Leo Stoller*, Case No. 05 B 64075 (N.D. Ill.).

19. Attached as Exhibit 18 is a true and correct copy of the Order Authorizing The Trustee To Act On Behalf Of Debtor's Wholly-Owned Corporations And Related Relief, entered on October 5, 2006 in the bankruptcy proceeding *In re Leo Stoller*, Case No. 05 B 64075 (N.D. Ill.).

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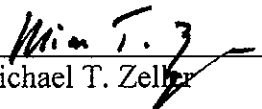
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20. Attached as Exhibit 19 is a true and correct copy of the Order Approving Trustee's Agreement With Google, Inc. To Modify Stay And Compromise Certain Claims Of Debtor's Wholly-Owned Corporations And Related Relief, entered on December 5, 2006 in the bankruptcy proceeding *In re Leo Stoller*, Case No. 05 B 64075 (N.D. Ill.).

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on September 30, 2009, at Los Angeles, California.

  
\_\_\_\_\_  
Michael T. Zeller

**CERTIFICATE OF SERVICE**

I, Jonathan M. Cyrluk, certify that I caused copies of the forgoing Declaration of Michael T. Zeller in Support of Position Brief to be served on all counsel via the Court's CM/ECF online filing system and on:

**Via U.S. Mail and Email**

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via U.S. Mail and email where indicated this 30th day of September, 2009.

/s/ Jonathan M. Cyrluk

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EXHIBIT 1

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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

In re:

LEO STOLLER,

Debtor.

Case No. 05 B 64075

Honorable Jack B. Schmetterer

**FINDINGS OF FACT, CONCLUSIONS OF LAW,  
AND ORDER APPROVING SALE OF DEBTOR'S ASSETS**

Upon consideration of the motion (the "Sale Motion") of Richard M. Fogel, not individually, but as chapter 7 trustee herein (the "Trustee"), pursuant to 11 U.S.C. § 363(b) and Fed. R. Bankr. P. 2002, 6004 and 9006, for authority to sell the Debtors' Assets for \$7,500, or such higher amounts as may be realized through competitive bidding, and for related relief, it appearing to the Court as follows:

**THE COURT HEREBY FINDS that:**

A. Findings and Conclusions stated following hearings on July 24, 2007 and August 7, 2007, and the findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Fed. R. Bankr. Proc. 7052, made applicable to this proceeding pursuant to Fed. R. Bankr. Proc. 9014.

B. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Sale Motion and the APA.

D. Notice of the Sale Motion, the Auction, and the Sale Hearing has been given in accordance with Sections 102(1) and 363 of the Bankruptcy Code, Fed. R. Bankr. Proc. 2002, 6004, 9006, 9007, and 9008, the local rules of this Court, the Sale Procedures Order, and the

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APA. The foregoing notice constitutes good and sufficient notice of the Sale Motion, the Auction, and the Sale Hearing, and no other or further notice of the Sale Motion, the Auction, the Sale Hearing or the entry of this Order need be given.

E. A reasonable opportunity has been afforded any interested party to make a higher or better offer for the Assets during the Auction within the time period ordered or to object and be heard regarding the Sale Motion.

F. Sound business reasons exist for the Trustee's sale of the Assets pursuant to the APA. Entry into the APA and the consummation of the Sale contemplated thereby constitute the exercise by the Trustee's of sound business judgment and such acts are in the best interests of the Debtor, his estate and its creditors. Two major creditors supported the Trustee's Motion; no creditor opposed it.


G. Based on the results of the Auction, the Society for the Prevention of Trademark Abuse, LLC or its respective designees (collectively, the "Purchaser") made the only offer received for the Assets within the time period ordered, which offer was in the amount of \$7,500.00.

H. The sale consideration to be realized by the Debtor's estate pursuant to the APA is fair and reasonable since it was the only valid offer received.

I. The APA and the transactions contemplated by the APA were negotiated and have been and are undertaken by the Trustee and the Purchaser at arm's length, without collusion and in good faith within the meaning of Section 363(m) of the Bankruptcy Code. The Auction conducted in accordance with the Sale Procedures Order entered on June 1, 2007, was conducted in good faith within the meaning of Section 363(m) of the Bankruptcy Code. As a result of the foregoing, the Trustee and the Purchaser are entitled to the protections of Section 363(m) of the Bankruptcy Code with respect to all aspects of the APA.

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J. The Purchase Price under the APA is fair and reasonable and is sufficient value for the Assets, since it was the only valid offer received. Therefore, the Sale contemplated by the APA is in the best interests of the Debtor and his estate, its creditors and other parties in interest.

K. In the absence of a stay pending appeal, the Purchaser will be acting in good faith pursuant to Section 363(m) of the Bankruptcy Code in closing the transactions contemplated by the APA ~~at any time on or before August 11, 2007~~ 

L. The Court incorporates by reference as if fully set forth herein the additional findings of fact and conclusions of law set forth on the record of the Auction and Sale Hearing.

For all of the foregoing and after due deliberation, the Court **ORDERS, ADJUDGES, AND DECREES THAT:**

1. The Sale Motion, the APA, the Auction, and the transactions contemplated thereby are hereby approved.
2. Pursuant to Section 363(b) of the Bankruptcy Code, the Trustee is authorized to sell the Assets to the Purchaser upon the terms and subject to the conditions set forth in the APA.
3. The Trustee and the Purchaser are hereby authorized to take all actions and execute all documents and instruments that the Trustee or the Purchaser deem necessary or appropriate to implement and effectuate the transactions contemplated by the APA.
4. The Sale of the Assets to the Purchaser shall be free and clear of all liens and all other claims whatsoever pursuant to Section 363(f) of the Bankruptcy Code, whether known or unknown, including, but not limited to, liens and claims of any of the Debtor's creditors, vendors, suppliers, employees or lessors, and the Purchaser shall not be liable in any way (as a successor to the Debtor or otherwise) for any claims that any of the foregoing or any other third party may have against the Debtor or the Assets. Any and all alleged liens and claims on the Assets shall be transferred, affixed, and attached to the proceeds of the Sale, with the same validity, priority, force, and effect as such liens had been upon such property immediately prior to the Closing.

5. Subject to the payment by the Purchaser to the Trustee of the consideration provided for in the APA, effective as of the Closing, the sale of the Assets by the Trustee to the Purchaser shall constitute a legal, valid and effective transfer of the Assets and shall vest the Purchaser with all right, title, and interest of the Debtor (and the Trustee and the Estate) in and to the Assets, free and clear of all liens pursuant to Section 363(f) of the Bankruptcy Code.
6. Notwithstanding any other provisions contained herein, if it is established after the Closing that the Debtor transferred the Stock to a third-party transferee, and such transfer may be avoided by the Trustee pursuant to the provisions of chapter 5 of the Bankruptcy Code, the Trustee shall commence and prosecute such adversary proceeding(s) against such transferee(s) as may be necessary to avoid such transfers.
7. The sale of the Assets to the Purchaser under the APA will constitute a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and the laws of the State of Illinois. The transfer of the Assets by the Trustee to the Purchaser is a legal, valid and effective transfer of the Assets notwithstanding any requirement for approval or consent of any person.
8. The Purchaser is hereby granted and is entitled to the protections provided to a good-faith purchaser under Section 363(m) of the Bankruptcy Code.
9. Pursuant to Sections 105(a) and 363 of the Bankruptcy Code, all Persons served with a copy of this Order are enjoined from taking any action against the Purchaser or the Assets to recover any claim which such Person had solely against the Debtor or the Assets.
10. Pursuant to Bankruptcy Rule 7062, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing.
11. This Court shall retain exclusive jurisdiction through the earlier of dismissal or closing of the Debtor's case to interpret and enforce the provisions of the APA, the Sale Procedures Order, and this Order in all respects and further to hear and determine all matters arising from the construction or implementation of this Order or the APA and any and all

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disputes between the Debtor and/or the Purchaser, as the case may be; provided, however, that in the event the Court abstains from exercising or declines to exercise such jurisdiction or is without jurisdiction with respect to the APA, Sale Procedures Order, or this Order, such abstention, refusal or lack of jurisdiction shall have no effect upon, and shall not control, prohibit, or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter.

12. The provisions of this Order are nonseverable and mutually dependent.

13. This Order shall inure to the benefit of the Purchaser, the Trustee, and their respective successors and assigns and shall be binding upon any trustee, party, entity or other fiduciary that may be appointed in connection with this case or any other or further cases involving the Debtor, whether under Chapter 7, Chapter 11 or Chapter 13 of the Bankruptcy Code.

14. Each and every federal, state, and local governmental agency, department or entity may accept the filing of any and all documents and instruments necessary and appropriate to implement, effectuate or consummate the transactions contemplated by the APA and this Order.

15. The Trustee is hereby authorized to execute and deliver any and all instruments as may be required to effectuate the terms of the APA and this Order. The Trustee and each other person having duties or responsibilities under the APA, any agreements related thereto or this Order, and their respective members, directors, officers, general partners, agents, representatives, and attorneys, are authorized and empowered - subject to the terms and conditions contained in the APA and the schedules annexed thereto - to carry out all of the provisions of the APA and any related agreements; to issue, execute, deliver, file, and record, as appropriate, the documents evidencing and consummating the APA, and any related agreements; to take any and all actions contemplated by the APA, any related agreements or this Order; and to issue, execute, deliver, file, and record, as appropriate, such other contracts, instruments, releases, indentures, mortgages, deeds, bills of sale, assignments, leases, or other agreements or documents and to



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perform such other acts and execute and deliver such other documents, as are consistent with, and necessary or appropriate to implement, effectuate and consummate, the APA, any related agreement and this Order and the transactions contemplated thereby and hereby, all without further application to, or order of, the Court or further action by their respective directors, stockholders, or partners, and with like effect as if such actions had been taken by unanimous action of the respective directors, stockholders, and partners of such entities. The Trustee shall be, and hereby is, authorized to certify or attest to any of the foregoing actions (but no such certification or attestation shall be required to make any such action valid, binding, and enforceable). The Trustee is further authorized and empowered to cause to be filed with the secretary of state of any state or other applicable officials of any applicable governmental units any and all certificates, agreements, or amendments necessary or appropriate to effectuate the transactions contemplated by the APA, any related agreements and this Order, including amended and restated certificates or articles of incorporation and by-laws or certificates or articles of amendment, and all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as the Trustee may determine is necessary or appropriate. The execution of any such document or the taking of any such action shall be, and hereby is, deemed conclusive evidence of the authority of such person to so act. Without limiting the generality of the foregoing, this Order shall constitute all approvals and consents, if any, required by the corporation laws of the State of Illinois and all other applicable business corporation, trust, and other laws of the applicable governmental units with respect to the implementation and consummation of the APA, any related agreements and this Order, and the transactions contemplated thereby and hereby.

16. In the absence of any entity obtaining a stay pending appeal, if the Trustee and the Purchaser close under the APA, the Purchaser shall be entitled to the protection of Section 363(m) of the Bankruptcy Code as to all aspects of the transaction pursuant to the APA if this Order or any authorization contained herein is reversed or modified on appeal.

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17. The APA and any related agreements may be modified, amended or supplemented by APA of the Trustee and the Purchaser without further action of the Court; provided that any such modification, amendment or supplement is not material and substantially conforms to and effectuates the APA.

18. All proceeds paid by the Purchaser to the Trustee for the Assets shall be held by the Trustee pending further order of the Court.

19. This Order is not intended to, nor shall it, amend, expand or increase the rights, obligations or responsibilities of the parties to the APA.

ENTER

Jack B. Schmetterer  
United States Bankruptcy Judge

Entered this 8 day of August 2007.

AUG - 8 2007

EXHIBIT 2

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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

In re:

LEO STOLLER,

Debtor.

Case No. 05 B 64075

Honorable Jack B. Schmetterer

**ORDER APPROVING SALE OF DEBTOR'S ASSETS**

Pursuant to Finding of Fact and Conclusions of Law made this date, the Court **ORDERS, ADJUDGES, AND DECREES THAT:**

1. The Sale Motion, the APA, the Auction, and the transactions contemplated thereby are hereby approved.
2. Pursuant to Section 363(b) of the Bankruptcy Code, the Trustee is authorized to sell the Assets to the Purchaser upon the terms and subject to the conditions set forth in the APA.
3. The Trustee and the Purchaser are hereby authorized to take all actions and execute all documents and instruments that the Trustee or the Purchaser deem necessary or appropriate to implement and effectuate the transactions contemplated by the APA.
4. The Sale of the Assets to the Purchaser shall be free and clear of all liens and all other claims whatsoever pursuant to Section 363(f) of the Bankruptcy Code, whether known or unknown, including, but not limited to, liens and claims of any of the Debtor's creditors, vendors, suppliers, employees or lessors, and the Purchaser shall not be liable in any way (as a successor to the Debtor or otherwise) for any claims that any of the foregoing or any other third party may have against the Debtor or the Assets. Any and all alleged liens and claims on the Assets shall be transferred, affixed, and attached to the proceeds of the Sale, with the same validity, priority, force, and effect as such liens had been upon such property immediately prior to the Closing.

5. Subject to the payment by the Purchaser to the Trustee of the consideration provided for in the APA, effective as of the Closing, the sale of the Assets by the Trustee to the Purchaser shall constitute a legal, valid and effective transfer of the Assets and shall vest the Purchaser with all right, title, and interest of the Debtor (and the Trustee and the Estate) in and to the Assets, free and clear of all liens pursuant to Section 363(f) of the Bankruptcy Code.
6. Notwithstanding any other provisions contained herein, if it is established after the Closing that the Debtor transferred the Stock to a third-party transferee, and such transfer may be avoided by the Trustee pursuant to the provisions of chapter 5 of the Bankruptcy Code, the Trustee shall commence and prosecute such adversary proceeding(s) against such transferee(s) as may be necessary to avoid such transfers.
7. The sale of the Assets to the Purchaser under the APA will constitute a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and the laws of the State of Illinois. The transfer of the Assets by the Trustee to the Purchaser is a legal, valid and effective transfer of the Assets notwithstanding any requirement for approval or consent of any person.
8. The Purchaser is hereby granted and is entitled to the protections provided to a good-faith purchaser under Section 363(m) of the Bankruptcy Code.
9. Pursuant to Sections 105(a) and 363 of the Bankruptcy Code, all Persons served with a copy of this Order are enjoined from taking any action against the Purchaser or the Assets to recover any claim which such Person had solely against the Debtor or the Assets.
10. Pursuant to Bankruptcy Rule 7062, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing.
11. This Court shall retain exclusive jurisdiction through the earlier of dismissal or closing of the Debtor's case to interpret and enforce the provisions of the APA, the Sale Procedures Order, and this Order in all respects and further to hear and determine all matters arising from the construction or implementation of this Order or the APA and any and all

disputes between the Debtor and/or the Purchaser, as the case may be; provided, however, that in the event the Court abstains from exercising or declines to exercise such jurisdiction or is without jurisdiction with respect to the APA, Sale Procedures Order, or this Order, such abstention, refusal or lack of jurisdiction shall have no effect upon, and shall not control, prohibit, or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter.

12. The provisions of this Order are nonseverable and mutually dependent.

13. This Order shall inure to the benefit of the Purchaser, the Trustee, and their respective successors and assigns and shall be binding upon any trustee, party, entity or other fiduciary that may be appointed in connection with this case or any other or further cases involving the Debtor, whether under Chapter 7, Chapter 11 or Chapter 13 of the Bankruptcy Code.

14. Each and every federal, state, and local governmental agency, department or entity may accept the filing of any and all documents and instruments necessary and appropriate to implement, effectuate or consummate the transactions contemplated by the APA and this Order.

15. The Trustee is hereby authorized to execute and deliver any and all instruments as may be required to effectuate the terms of the APA and this Order. The Trustee and each other person having duties or responsibilities under the APA, any agreements related thereto or this Order, and their respective members, directors, officers, general partners, agents, representatives, and attorneys, are authorized and empowered - subject to the terms and conditions contained in the APA and the schedules annexed thereto - to carry out all of the provisions of the APA and any related agreements; to issue, execute, deliver, file, and record, as appropriate, the documents evidencing and consummating the APA, and any related agreements; to take any and all actions contemplated by the APA, any related agreements or this Order; and to issue, execute, deliver, file, and record, as appropriate, such other contracts, instruments, releases, indentures, mortgages, deeds, bills of sale, assignments, leases, or other agreements or documents and to

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perform such other acts and execute and deliver such other documents, as are consistent with, and necessary or appropriate to implement, effectuate and consummate, the APA, any related agreement and this Order and the transactions contemplated thereby and hereby, all without further application to, or order of, the Court or further action by their respective directors, stockholders, or partners, and with like effect as if such actions had been taken by unanimous action of the respective directors, stockholders, and partners of such entities. The Trustee shall be, and hereby is, authorized to certify or attest to any of the foregoing actions (but no such certification or attestation shall be required to make any such action valid, binding, and enforceable). The Trustee is further authorized and empowered to cause to be filed with the secretary of state of any state or other applicable officials of any applicable governmental units any and all certificates, agreements, or amendments necessary or appropriate to effectuate the transactions contemplated by the APA, any related agreements and this Order, including amended and restated certificates or articles of incorporation and by-laws or certificates or articles of amendment, and all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as the Trustee may determine is necessary or appropriate. The execution of any such document or the taking of any such action shall be, and hereby is, deemed conclusive evidence of the authority of such person to so act. Without limiting the generality of the foregoing, this Order shall constitute all approvals and consents, if any, required by the corporation laws of the State of Illinois and all other applicable business corporation, trust, and other laws of the applicable governmental units with respect to the implementation and consummation of the APA, any related agreements and this Order, and the transactions contemplated thereby and hereby.

16. In the absence of any entity obtaining a stay pending appeal, if the Trustee and the Purchaser close under the APA, the Purchaser shall be entitled to the protection of Section 363(m) of the Bankruptcy Code as to all aspects of the transaction pursuant to the APA if this Order or any authorization contained herein is reversed or modified on appeal.

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17. The APA and any related agreements may be modified, amended or supplemented by APA of the Trustee and the Purchaser without further action of the Court; provided that any such modification, amendment or supplement is not material and substantially conforms to and effectuates the APA.

18. All proceeds paid by the Purchaser to the Trustee for the Assets shall be held by the Trustee pending further order of the Court.

19. This Order is not intended to, nor shall it, amend, expand or increase the rights, obligations or responsibilities of the parties to the APA.

ENTER:

Jack B. Schmetterer  
United States Bankruptcy Judge

Entered this 8th day of August 2007.

AUG - 8 2007



EXHIBIT 3

USPTO

8/22/2007 5:19:22 PM PAGE 2/019 Fax Server

TO: LANCE, G. JOHNSON COMPANY: 1300 19TH STREET, NW, SUITE 600



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

AUGUST 21, 2007

PTAS



\*900084953A\*

LANCE G. JOHNSON  
1300 19TH STREET, NW, SUITE 600  
WASHINGTON, DC 20036

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 08/21/2007

REEL/FRAME: 003605/0494  
NUMBER OF PAGES: 49

BRIEF: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

ASSIGNOR:

RICHARD M. FOGEL

DOC DATE: 08/20/2007  
CITIZENSHIP: UNITED STATES  
ENTITY: Trustee

ASSIGNEE:

THE SOCIETY FOR THE PREVENTION OF  
TRADEMARK ABUSE, LLC  
10560 MAIN STREET, SUITE 220  
FAIRFAX, VIRGINIA 22030

CITIZENSHIP:  
ENTITY: Limited Liability Company

APPLICATION NUMBER: 73398142  
REGISTRATION NUMBER: 1270016

FILING DATE: 09/30/1982  
ISSUE DATE: 03/13/1984

MARK: SENTRA

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

Doc'd \_\_\_\_\_ File \_\_\_\_\_  
Rec'd \_\_\_\_\_

AUG 23 2007

ROYLANCE, ABRAMS  
BERDO & GOODMAN, L.L.P.  
BY JP

## ASSIGNMENT

This Assignment ("Assignment") is made effective as of August 20, 2007 from Richard M. Fogel ("**Assignor**" or "**Trustee**"), not individually, but solely as the trustee of the chapter 7 bankruptcy estate (the "**Estate**") of Leo D. Stoller ("**Debtor**"), to The Society for the Prevention of Trademark Abuse, LLC ("**Assignee**"), a limited liability company organized under the laws of Delaware and having an office at 10560 Main Street, Suite 220, Fairfax, VA 22030:

WHEREAS, the Debtor filed a voluntary petition under title 11, United States Code (the "**Bankruptcy Code**") on December 22, 2005 (the "**Petition Date**") and Debtor's bankruptcy case is currently pending as Case No. 05 B 64075 before the United States Bankruptcy Court for the Northern District of Illinois (the "**Court**").

WHEREAS as of the Petition Date, the Debtor owned or claimed an interest in certain intellectual property, including but not limited to, registered and unregistered trademarks and service marks along with the underlying goodwill of whatever business or arrangement may use such marks (the "**Marks**") and licenses for certain Marks (the "**Licenses**"), and claims asserted by the Debtor in connection with the Marks and/or the Licenses through lawsuits for alleged damages and/or infringement, trademark oppositions, and cancellation proceedings before the U.S. Trademark Trial and Appeals Board (the "**Claims**"); which interests and ownership the Debtor claimed either directly or through one or more proprietorships, including, but not limited to, Central Mfg. Co. (whether or not designated as a Delaware corporation, stock holding company, or assumed name for Central Mfg. Inc.), Central Manufacturing Company Inc., Rentamark, Stealth, and Stealth Licensing;

WHEREAS as of the Petition Date, the Debtor owned all of the stock (the "**Stock**") of the following incorporated entities: Central Mfg. Inc. ("**Central**"), Stealth Industries Inc. ("**Stealth**"), Sentra Industries Inc. ("**Sentra**"), S Industries Inc. ("**S**") and USA Sports Co. Inc. ("**USA**") and, collectively with Central, Stealth, Sentra and S (the "**Corporations**") which own or claim an interest in certain intellectual property in addition to the Marks and the Licenses and have asserted certain claims for alleged damages and/or infringements in addition to the Claims;

WHEREAS because there is a question as to whether the Debtor has fully disclosed to the Court the extent and nature of his interests in the Marks, Licenses, Claims and Stock (collectively, whether known or unknown, disclosed by the Debtor or undisclosed by the Debtor, the "**Assets**"), there exists the possibility that the scope and nature of Assets known to the Trustee is incomplete;

WHEREAS the Court has held that, pursuant to the provisions of section 541(a) of the Bankruptcy Code, the Assets are property of the Estate and are subject to the exclusive jurisdiction of the Court pursuant to 28 U.S.C. § 1334(e);

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of the Estate's right, title, and interest in and to the Assets, whether known or unknown to the Trustee, in "as is" and "where is" condition without claim or warranty of validity, enforceability or factual support associated with either; and Assignee's desires to receive the Assets under said conditions;

WHEREAS, on or about August 8, 2007, the Court entered an order (the "Sale Order") that approved the Trustee's sale of the Assets to Assignee and approved his entry into the transaction contemplated and evidenced herein and as of the date of this Assignment, no order of the Court, or any applicable appellate court has been entered prohibiting or otherwise staying the effect of the Sale Order, the Trustee's execution of this Assignment or the transfer of the Estate's right, title and interest in the Assets to the Assignee;

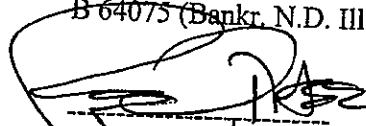
NOW, THEREFORE, in consideration of the payment of seven thousand five hundred dollars (\$7500.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of the Estate's right, title, and interest of whatever kind in and to the Assets. Without limiting the extent of the Assets as defined in the recitals set forth above, the Assets include the following:

- a) the registrations and unregistered common law rights associated with the known Marks listed in Exhibit A, attached hereto and incorporated by reference herein, together with the goodwill of any business symbolized thereby in connection with the goods on which the Marks may have been, are, may be, or will be used and, whether known or unknown to the trustee;
- (b) all Marks or Claims, whether known or unknown to the Trustee
- (b) the goodwill of any business relating to the products or services upon which the Marks may have been, are, may be, or will be used and for which they are registered;
- (c) all income royalties and damages hereafter due or payable to the Estate with respect to the Marks, including but not limited to any damages or other payments for past infringements and misappropriation of the Marks and all rights to sue on account of such infringements or misappropriations;
- (d) all Licenses, whether known or unknown to the Trustee, that were granted to or taken by the Debtor from any third parties associated with any claim of a Mark, including the right to receive any royalties associated therewith or benefit of use that would otherwise inure to any licensor of any such Mark right (known licenses are listed in Exhibit B);
- (e) the right to recover past damages for any infringement of any Mark for any of the Marks conveyed herein;
- (f) all Claims that involve or relate to any pending proceeding before a U.S. federal court or the U.S. Patent and Trademark Office Trademark Trial and Appeals Board; and
- (g) all of the Estate's right, title and interest in the Stock.

Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee all of the Estate's right, title, and interest in the Assets.

IN WITNESS WHEREOF, ASSIGNOR has duly executed under seal and delivered this Assignment, as of the day and year first above written.

Richard M. Fogel, not individually but as trustee for  
the bankruptcy estate of Leo D. Stoller, case no. 05  
B 64075 (Bankr. N.D. Ill.)

A handwritten signature in black ink, appearing to be "R. M. Fogel", written over a horizontal line.

By Richard M. Fogel, trustee

ACKNOWLEDGEMENT

State Of Illinois )

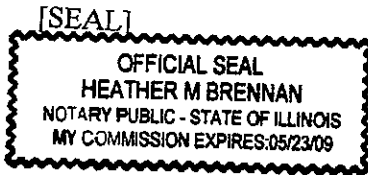
County of Cook )

On August 20, 2007 before me, ~~Heather M Brennan~~ Notary Public, personally appeared RICHARD M. FOGEL, proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*Heather M Brennan*

Signature of Notary Public



EXHIBIT

## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
73398142	1270016 (3/13/84)	SENTRA	CENTRAL MFG. CO. (3/30/98)	28	IC 028. US 022. G & S: Tennis Rackets. FIRST USE: 19820901. FIRST USE IN COMMERCE: 19820901
73399116	1323733 (3/5/85)	CREATIVE TRAVEL	CENTRAL MFG. CO. (7/22/96)	39	IC 039. US 105. G & S: Travel Agency and Tour Operation. FIRST USE: 19630301. FIRST USE IN COMMERCE: 19630301
73481745	1326765 (3/5/84)	SENTRA	CENTRAL MFG CO. (4/9/98)	9	IC 009. US 026. G & S: Calculators, Photographic Apparatus-Namely, Cameras and Lenses, Optical Apparatus-Namely, Binoculars and Telescopes. FIRST USE: 19820901. FIRST USE IN COMMERCE: 19820901
73496994	1332378 (4/23/85)	STEALTH	CENTRAL MFG. CO. (12/29/97)	28	IC 028. US 022. G & S: Sporting Goods, Specifically, Tennis Rackets, Golf Clubs, Tennis Balls, Basketballs, Baseballs, Soccer Balls, Golf Balls, Cross Bows, Tennis Racket Strings and Shuttlecocks. FIRST USE: 19810115. FIRST USE IN COMMERCE: 19810115
73478410	1361523 (9/24/85)	SENTRA	CENTRAL MFG CO. (4/9/98)	26	(CANCELLED) IC 009. US 028. G & S: SPORTS GOGGLES. FIRST USE: 19820901. FIRST USE IN COMMERCE: 19820901.....IC 026. US 022. G & S: SPORTING GOODS, NAMELY, TENNIS RACQUETS, GOLF CLUBS, GOLF BALLS, TENNIS BALLS, BASKETBALLS, BASEBALLS, SOCCER BALLS, CROSS BOWS, TENNIS RACQUET STRINGS, AND SHUTTLECOCKS. FIRST USE: 19820901. FIRST USE IN COMMERCE: 19820901



## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
73552024	1384193 (2/25/86)	SENTRA	CENTRAL MFG. CO. (3/30/98)	12	IC 012. US 019. G & S: BOATS AND BICYCLES. FIRST USE: 19810400. FIRST USE IN COMMERCE: 19810400
73554850	1424951 (1/13/87)	PLAY THE ANGLE	CENTRAL MFG. CO. (1/6/06)	28	IC 028. US 022. G & S: SPORTING GOODS, NAMELY, TENNIS RACKETS, GOLF CLUBS, CROSS BOWS, TENNIS RACKET STRINGS, AND SHUTTLE COCKS. FIRST USE: 19790200. FIRST USE IN COMMERCE: 19790200
73553786	1438152 (4/28/87)	FIRE POWER	CENTRAL MFG CO. (4/7/98)	28	IC 028. US 022. G & S: SPORTING GOODS, NAMELY, TENNIS RACKETS, GOLF CLUBS, TENNIS BALLS, BASKETBALLS, BASEBALLS, SOCCER BALLS, GOLF BALLS, CROSS BOWS, TENNIS RACKET STRINGS AND SHUTTLE COCKS. FIRST USE: 19810000. FIRST USE IN COMMERCE: 19810000
73621586	1450972 (8/4/87)	CHESTNUT	CENTRAL MFG CO. (4/7/98)	28	IC 028. US 022. G & S: SPORTING GOODS - NAMELY, TENNIS RACKETS, GOLF CLUBS, TENNIS BALLS, BASKETBALLS, BASEBALLS, SOCCER BALLS, GOLF BALLS, CROSS BOWS, TENNIS RACKET STRINGS AND SHUTTLE COCKS. FIRST USE: 19820900. FIRST USE IN COMMERCE: 19820900
73621174	1496826 (7/19/88)	SENTRA	CENTRAL MFG CO. (4/9/98)	25	IC 025. US 039. G & S: CLOTHING, NAMELY, MEN'S, WOMEN'S, BOYS' AND GIRLS' PANTS, SHIRTS, SHORTS, LEGWARMERS, BRAS, PANTIES, SOCKS, HOSIERY, JACKETS, COATS, DRESSES, BATHING SUITS, WARM-UP SUITS, T-SHIRTS, BLOUSES, SHIRTS, UNDERWEAR, HATS, HEADBANDS,



## SCHEDULE A -- TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
					LINGERIE, BODY SUITS AND SHOES. FIRST USE: 19820901. FIRST USE IN COMMERCE: 19820901
73679230	1516448 (12/13/88)	STEALTH WEAR	CENTRAL MFG. CO. (7/25/06)	25	IC 025. US 022 039. G & S: CAMOUFLAGE CLOTHING, NAMELY, TROUSERS, SUITS, BLOUSES, JACKETS, HATS. FIRST USE: 19860803. FIRST USE IN COMMERCE: 19860926
73771241	1584851 (2/27/90)	AQUILLA	CENTRAL MFG CO. (4/7/98)	28	IC 028. US 022. G & S: SPORTS RACQUETS, NAMELY TENNIS RACQUETS, RACQUETBALL RACQUETS, SQUASH RACQUETS, BADMINTON RACQUETS; GOLF CLUBS, GOLF BALLS, TENNIS BALLS, SPORTS BALLS, NAMELY, BASKETBALLS, BASEBALLS, FOOTBALLS, SOCCERBALLS, VOLLEY BALLS; CROSSBOWS, TENNIS RACQUET STRING, AND SHUTTLECOCKS. FIRST USE: 19880110. FIRST USE IN COMMERCE: 19880110
73778747	1589092 (3/27/90)	24 KARAT	CENTRAL MFG CO. (4/7/98)	28	IC 028. US 022 023 038 050. G & S: SPORT RACQUETS, NAMELY TENNIS RACQUETS, RACKET BALL RACQUETS, SQUASH RACQUETS AND BADMINTON RACQUETS; SPORTS BALLS NAMELY BASKETBALLS, BASEBALLS, FOOTBALLS, SOCCERBALLS, [ VOLLEYBALLS, ] TENNIS BALLS AND GOLF BALLS; GOLF CLUBS; CROSS BOWS; TENNIS RACQUETS STRING AND SHUTTLECOCKS. FIRST USE: 19850118. FIRST USE IN COMMERCE: 19850118

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## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
73771242	1593157 (4/24/90)	HYPERSONIC	CENTRAL MFG CO. (4/7/98)	28	IC 028. US 022. G & S: SPORTS RACQUETS, NAMELY TENNIS RACQUETS, RACQUETBALL RACQUETS, SQUASH RACQUETS, BADMINTON RACQUETS; GOLF CLUBS, GOLF BALLS, TENNIS BALLS, SPORTS BALLS, NAMELY BASKETBALLS, BASEBALLS, FOOTBALLS, SOCCERBALLS, VOLLEYBALLS; CROSSBOWS, TENNIS RACQUET STRING AND SHUTTLECOCKS. FIRST USE: 19880110. FIRST USE IN COMMERCE: 19880110
73772953	1596600 (5/15/90)	NIGHT STALKER	CENTRAL MFG CO. (4/7/98)	28	IC 028. US 022. G & S: SPORTING GOODS FOR ACTIVE SPORTS, NAMELY TENNIS RACQUETS, RACQUETBALL RACQUETS, SQUASH RACQUETS, GOLF BALLS, GOLF CLUBS, TENNIS BALLS, TENNIS STRINGS AND SHUTTLECOCKS. FIRST USE: 19810110. FIRST USE IN COMMERCE: 19810110
73778748	1602482 (6/19/90)	ANNIHILATOR	CENTRAL MFG CO. (4/7/98)	28	IC 028. US 022. G & S: SPORTS RACQUETS, NAMELY TENNIS, RACKET BALL, SQUASH AND BADMINTON RACQUETS; GOLF CLUBS, GOLF BALLS, TENNIS BALLS, BASKETBALLS, BASEBALLS, FOOTBALLS, SOCCER BALLS AND VOLLEY BALLS; CROSSBOWS; AND TENNIS RACQUET STRING AND SHUTTLECOCKS. FIRST USE: 19830110. FIRST USE IN COMMERCE: 19830110
73793505	1608361 (7/31/90)	S	CENTRAL MFG CO. (4/7/98)	28	IC 028. US 022. G & S: SPORTING GOODS, NAMELY, SPORT RACQUETS, INCLUDING TENNIS, SQUASH AND BADMINTON; GOLF CLUBS; GOLF BALLS,

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## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word-Mark	Current Owner (Date of Assign)	Class	Goods
					TENNIS BALLS, BASKETBALLS, BASEBALLS, SOCCER BALLS; CROSS BOWS; TENNIS RACQUET STRINGS; SPORTS BALLS AND SHUTTLECOCKS. FIRST USE: 19880400. FIRST USE IN COMMERCE: 19880400
73771877	1621365 (11/6/90)	COLLIDER	CENTRAL MFG CO. (4/7/98)	28	IC 028. US 022. G & S: SPORTS RACQUETS - NAMELY, TENNIS, RACQUETBALL, SQUASH, AND BADMINTON; GOLF CLUBS; GOLF BALLS; TENNIS BALLS; SPORTS BALLS - NAMELY, BASKETBALL, BASEBALL, FOOTBALL, SOCCERBALL AND VOLLEYBALL; CROSSBOWS; TENNIS RACQUET STRING; AND SHUTTLECOCKS. FIRST USE: 19880111. FIRST USE IN COMMERCE: 19880111
73778875	1623790 (11/20/90)	HAVOC	CENTRAL MFG CO. (4/7/98)	28	IC 028. US 022. G & S: SPORTS RACQUETS, INCLUDING TENNIS RACKETS, RACQUETBALLS, BALLRACQUET, SQUASH, BADMINTON, GOLF BALLS, TENNIS BALLS, SPORTS BALLS, INCLUDING BASKETBALL, BASEBALL, FOOTBALL, SOCCERBALL, VOLLEYBALLS, CROSSBOWS, TENNIS RACQUET STRING, AND SHUTTLECOCKS. FIRST USE: 19850110. FIRST USE IN COMMERCE: 19850110
74427158	1903753 (2/4/95)	DARK STAR LAGER	LEO STOLLER (11/2/01)	32	IC 032. US 048. G & S: beer. FIRST USE: 19930929. FIRST USE IN COMMERCE: 19930929
74724048	1984329 (7/2/96)	SENTRA	CENTRAL MFG. CO. (4/9/98)	14	IC 014. US 002 027 028 050. G & S: clocks and watches. FIRST USE: 19820200. FIRST USE IN COMMERCE: 19820200

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## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg)	Word Mark	Current Owner (Date of Assign)	Class	Goods
					19820200
75154345	2057613 (4/29/97)	DARK STAR	CENTRAL MFG. CO. (7/29/98)	9	IC 009. US 021 023 026 036 038. G & S: audiocassettes, audio tapes, audio discs, and phonograph records all featuring science fiction matter; video discs, motion picture films, and prerecorded videotapes, all featuring animated works about science fiction matter; binoculars, calculators; blank audio cassettes; blank video cassettes; blank discs for computers; air tanks for use in scuba diving; computer disc drivers; computer fax modem cards; electric irons; electronic flying insect light traps, electronic garage door locks; eyeglasses and sunglasses and frames therefor; cases for eyeglasses and sunglasses; keyboards for computers; laser printers; life jackets; lifebelts; life nets; decorative refrigerator magnets; slide projectors; photographic slide transparencies; photographic video cameras and lenses therefor; radios; safety goggles; telephones; telescopes; electronic calendars, namely, handheld personal electronic devices for scheduling appointments. FIRST USE: 19880100. FIRST USE IN COMMERCE: 19880100
75154344	2061586 (5/13/97)	DARK STAR	CENTRAL MFG. CO. (7/29/98)	14	IC 014. US 002 027 028 050. G & S: clocks; watches; gold jewelry; ornamental lapel pins. FIRST USE: 19880100. FIRST USE IN COMMERCE: 19880100
75006422	2064576 (5/27/97)	SENTRA	CENTRAL MFG. CO. (4/9/98)	36	IC 036. US 100 101 102. G & S: investment management and insurance consultation. FIRST USE: 19931000. FIRST USE IN COMMERCE: 19931000



## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
75129210	2071763 (6/17/96)	DARK STAR	CENTRAL MFG. CO. (7/29/98)	16	IC 016. US 002 005 022 023 029 037 038 050. G & S: postcards, posters, campus maps, greeting cards, stationery, message and memo pads, checkbook covers, calendars, book marks, notebooks, letter openers, pencils, pens, desk sets, bumper stickers, decals, iron-on heat transfers, bank checks, dictionaries, wrapping paper, comic magazines and books, photographic albums, pen and pencil cases, paper folders, game books, coloring books, sheets of music, playing cards, printed invitations, syndicated newspaper and diary covers, paperweights, ungraduated rulers, looseleaf binders, erasers, pencil sharpeners, paper coasters, paper hats, paper party hats, bulletin boards, highlighter pens, water globe paperweights, pocket secretaries, agenda books, staplers, book covers, paintings, joke books, autograph books, paper tablecloths, announcement cards, bookends, ring binders, report covers, series of fictional books, children's fictional storybooks. FIRST USE: 19860100. FIRST USE IN COMMERCE: 19860100
75154346	2077635 (7/8/97)	DARK STAR	CENTRAL MFG. CO. (7/29/98)	41	IC 041. US 100 101 107. G & S: series of television and radio programs about science fiction; musical entertainment services by a vocal group; arcade service for video amusement games; organizing and conducting sporting events for tennis and golf; amusement park services in the nature of children's bouncing ride; conducting aerobic

## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
					competitions; educational services, namely, providing workshops, lectures, courses and group instruction in trademark licensing. FIRST USE: 19880100. FIRST USE IN COMMERCE: 19880100
75129214	2081347 (7/22/97)	DARK STAR	CENTRAL MFG. CO. (7/29/98)	18	IC 018. US 001 002 003 022 041. G & S: tote bags, book bags, all purpose sport bags, duffel bags, beach bags, backpacks, umbrellas, handbags, purses, wallets, luggage, leather key fobs, suitcases, walking sticks, riding whips, leather traveling bags, leather key cases, briefcase-type portfolios, attache cases, business card cases, toiletry cases sold empty, credit card cases, passport cases, travel bags, shaving bags sold empty, billfolds, cosmetic cases sold empty, garment bags for travel, luggage tags, knapsacks, clutch bags, stadium tote bags, coin purses, vanity cases sold empty. FIRST USE: 19860100. FIRST USE IN COMMERCE: 19860100
75152224	2081565 (7/22/97)	DARK STAR	CENTRAL MFG. CO. (7/29/98)	12	IC 012. US 019 021 023 031 035 044. G & S: motorcycles, bicycles, boats, tires. FIRST USE: 19860100. FIRST USE IN COMMERCE: 19860100
75203742	2097863 (9/16/97)	FIRE POWER	CENTRAL MFG. CO. (4/7/98)	28	IC 028. US 022 023 038 050. G & S: pool cues, pool tables, darts, billiard balls, cue cases, cue racks, billiard gloves. FIRST USE: 19810100. FIRST USE IN COMMERCE: 19810100

**SCHEDULE A – TRADEMARKS AND SERVICE MARKS**

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
75124411	2119118 (12/9/97)	LOVE YOUR BODY	Stoller, Leo D. DBA Sentra Sporting Goods USA Co.	25	IC 025. US 022 039. G & S: clothing, namely, men's, women's, boy's and girl's pants, shirts, shorts, legwarmers, bras, panties, socks, hosiery, jackets, coats, dresses, bathing suits, warm-up suits, T-shirts, blouses, shirts, underwear, hats, headbands, lingerie, body suits, and shoes. FIRST USE: 19831001. FIRST USE IN COMMERCE: 19831001
75219634	2127199 (1/6/98)	DARK STAR	CENTRAL MFG. CO. (7/27/98)	3	IC 003. US 001 004 006 050 051 052. G & S: laundry bleach; laundry detergent; all-purpose cleaning preparations; floor polish; furniture polish; chrome polish; scouring liquids; general purpose scouring powder; skin abrasive preparations; skin soap; perfume; cologne; essential oils for personal use; hair lotion; dentifrices; suntan lotion and oil; shaving cream; after-shave lotion; cosmetics, namely, lipstick, eye shadow, toner, makeup, blush, rouge, lip gloss. FIRST USE: 19880100. FIRST USE IN COMMERCE: 19880100
75219633	2128798 (1/13/98)	DARK STAR	CENTRAL MFG. CO. (7/27/98)	2	IC 002. US 006 011 016. G & S: mordants for use in the area of pipelines; varnish; colorants for use in the manufacture of paint; colorants for use in the manufacture of cosmetics; corrosion inhibiting paint type coatings for commercial marine use; house paint; exterior paint; interior paint; paint primers; paint for use in the manufacture of furniture; paint for artists; paint for concrete floors; paint for industrial equipment and machinery; paint for model airplanes, model cars and the like; wood preservatives; rust preservatives in the nature of a coating; natural resins for

## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
					use in the manufacture of adhesives; shellac and lacquers for use as a surface coating; metals in foil and powder for painters, decorators, printers and artists. FIRST USE: 19880100. FIRST USE IN COMMERCE: 19880100
75230338	2137059 (2/17/98)	AIR FRAME	CENTRAL MFG. CO. (4/7/98)	41	IC 041. US 100 101 107. G & S: series of television and radio programs about science fiction; musical entertainment services [ in the nature of live performances ] by a vocal group; arcade service for video amusement games; organizing and conducting sporting events for tennis and golf; amusement park services in the nature of children's bouncing ride; conducting aerobic competitions; educational services, namely, providing workshops, lectures, courses and group instruction in trademark licensing. FIRST USE: 19880100. FIRST USE IN COMMERCE: 19880100
75242656	2137218 (2/17/98)	AIR FRAME	CENTRAL MFG. CO. (4/7/98)	25	IC 025. US 022 039. G & S: athletic shoes; cloth baby bibs; bandannas; baseball caps; baseball shirts; blouses; baby bunnings; caps; casual pants; casual shoes; children's wear, namely, [ pants, shirts, pajamas, stockings, underwear, hats, shoes; ] collars, cover-alls; dress shirts; dresses; garter belts; gloves; golf shirts; gym shirts; hats; hosiery; jackets; jeans; jumpers; knit shirts; leg warmers; lingerie; mittens; neckties; negligees; painter's caps; pajamas; parkas; polo-type shirts; ponchos; robes; running shoes; running shorts; scarves; shirts; shawls; shoes; shorts; ski jackets; skirts; slacks; sleepwear; slips; [ non-protective ] snowmobile

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## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg)	Word Mark	Current Owner (Date of Assign)	Class	Goods
					suits; socks; sport shoes; sun visors; suspenders; sweatbands; sweat pants; sweat shirts; sweat shorts; sweaters; swimwear; swimsuits; T-shirts; tank tops; tennis shirts; ties; tights; tracksuits; underwear; vests; walking shorts; wind resistant jackets; workpants; wrist bands. FIRST USE: 19880100. FIRST USE IN COMMERCE: 19880100
75228497	2138609 (2/24/98)	AIR FRAME	CENTRAL MFG. CO. (4/7/98)	9	IC 009. US 021 023 026 036 038. G & S: audio cassettes, audio tapes, audio discs, and phonograph records all featuring science fiction matter; video discs, motion picture films, and prerecorded videotapes, all featuring animated works about science fiction matter; binoculars, calculators; blank audio cassettes; blank video cassettes; air tanks for use in scuba diving; electric irons; electronic flying insect light traps, electronic garage door locks; eyeglasses and sunglasses and frames there for; cases for eyeglasses and sunglasses; life jackets; life belts; life nets; decorative refrigerator magnets; slide projectors; photographic slide transparencies; photographic video cameras and lenses there for; radios; safety goggles; telephones; telescopes; electronic calendars, namely, handheld personal electronic devices for scheduling appointments. FIRST USE: 19880100. FIRST USE IN COMMERCE: 19880100

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## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg)	Word Mark	Current Owner (Date of Assign)	Class	Goods
75242655	2138806 (2/24/98)	AIR FRAME	CENTRAL MFG. CO. (4/7/98)	28	IC 028. US 022 023 038 050. G & S: toys and sporting goods, namely, tennis rackets, golf clubs, tennis balls, basketballs, baseballs, soccer balls, golf balls, cross bows, tennis racket strings and [ badminton ] shuttlecocks, toy airplanes, hobby craft kits [ for building toy airplanes, ] toy building structures, and toy bicycles [ not intended for riding, ] pool cues, pool tables, darts, billiard balls, [ billiard ] cue cases, [ billiard ] cue racks, billiard gloves, fishing rods, hockey sticks, hockey pucks, ping pong paddles, ping pong balls. FIRST USE: 19880100. FIRST USE IN COMMERCE: 19880100
75228010	2140524 (3/3/98)	SENTRA	CENTRAL MFG. CO. (4/9/98)	2	IC 002. US 006 011 016. G & S: mordants for use in the area of construction; varnish; colorants for use in the manufacture of paint; colorants for use in the manufacture of cosmetics; corrosion inhibiting paint coatings for commercial marine use; house paint; exterior paint; interior paint; paint primers; paint for use in the manufacture of furniture; paint for artists; paint for concrete floors; paint for industrial equipment and machinery; paint for model airplanes, model cars and the like; wood preservatives; rust preservatives in the nature of a coating; natural resins for use in the manufacture of adhesives; shellac and lacquer for use as a surface coating; metals in foil and powder for painters, decorators, printers and artists. FIRST USE: 19860100. FIRST USE IN COMMERCE: 19860100

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## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign.)	Class	Goods
75787559	2371075 (7/25/00)	RENTAMARK	CENTRAL MFG. CO.	42	IC 042. US 100 101. G & S: Licensing of Intellectually Property. FIRST USE: 19940100. FIRST USE IN COMMERCE: 19940100
76053720	2603567 (8/6/02)	IGLOO STEALTH	Igloo Products Corp.	21	IC 021. US 002 013 023 029 030 033 040 050. G & S: Thermally insulated tote bags for food and beverages and thermally insulated portable beverages dispensers, distributed in food service channels of trade to food service distributors. FIRST USE: 19991014. FIRST USE IN COMMERCE: 19991014
76215378	2847148 (6/1/04)	HAVOC RACING	CENTRAL MFG. CO. (10/3/03)	25	IC 025. US 022 039. G & S: Motorists clothing, consisting of shirts, jerseys and hats. FIRST USE: 20001103. FIRST USE IN COMMERCE: 20001103
78114518	2859897 (7/6/04)	BP STEALTH	CENTRAL MFG. CO. (1/21/03)	12	IC 012. US 019 021 023 031 035 044. G & S: Bicycle parts, namely, brakes, chains, handle bars, tubes and connectors for bicycle frames, change speed gears. FIRST USE: 19990101. FIRST USE IN COMMERCE: 19991201
73551893	1381612 (2/04/86)	STRADIVARIUS	CENTRAL MFG. CO. (4/7/98)	28	IC 028. US 022. G & S: TENNIS RACQUETS, GOLF BALLS, GOLF CLUBS, TENNIS BALLS, BASKETBALLS, BASEBALLS, SOCCER BALLS, CROSS BOWS, TENNIS RACQUET STRINGS AND SHUTTLECOCKS. FIRST USE: 19800218. FIRST USE IN COMMERCE: 19800218
73552023	1382504 (2/11/86)	TIRADE	CENTRAL MFG CO. (1/11/06)	22	IC 028. US 022. G & S: TENNIS RACQUETS, GOLF BALLS, GOLF CLUBS, TENNIS BALLS, BASKETBALLS, BASEBALLS, SOCCER BALLS, CROSS BOWS, TENNIS RACQUET STRINGS AND

**SCHEDULE A - TRADEMARKS AND SERVICE MARKS**

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
					SHUTTLECOCKS. FIRST USE: 19810400. FIRST USE IN COMMERCE: 19810400
73552025	1389167 (4/8/86)	WHITE LINE FEVER	CENTRAL MFG CO. (9/1/97)	25	IC 025. US 039. G & S: CLOTHING--NAMELY, MEN'S, WOMEN'S, BOYS AND GIRLS', PANTS, SHIRTS, SHORTS, LEGWARMERS, BRAS, PANTIES, SOCKS, HOSIERY, JACKETS, COATS, DRESSES, BATHING SUITS, WARM-UP SUITS, T-SHIRTS, BLOUSES, SHIRTS, UNDERWEAR, HATS, HEADBANDS, LINGERIE, BODY SUITS AND SHOES. FIRST USE: 19810310. FIRST USE IN COMMERCE: 19810310
73618743	1434642 (3/31/87)	STEALTH	CENTRAL MFG CO. (4/7/98)	12	IC 012. US 019. G & S: BICYCLES, MOTORCYCLES AND BOATS. FIRST USE: 19820100. FIRST USE IN COMMERCE: 19820100
73776184	1553032 (8/22/89)	TRILLIUM	CENTRAL MFG. CO. (9/1/97)	28	IC 028. US 022. G & S: SPORTING GOODS, NAMELY, RACQUETS FOR TENNIS, SQUASH AND BADMINTON, GOLF CLUBS, GOLF BALLS, TENNIS BALLS, BASKETBALLS, BASEBALLS, SOCCER BALLS; CROSS BOWS; TENNIS RACQUET STRINGS, SPORTS BALLS AND SHUTTLECOCKS. FIRST USE: 19880400. FIRST USE IN COMMERCE: 19880400
73771240	1564755 (11/7/89)	PHALANX	CENTRAL MFG. CO. (9/1/97)	28	IC 028. US 022. G & S: SPORTS RACQUETS, NAMELY TENNIS RACQUETS, RACQUETBALL RACQUETS, SQUASH RACQUETS, BADMINTON RACQUETS; GOLF CLUBS, GOLF BALLS, TENNIS BALLS, SPORTS BALLS, NAMELY BASKETBALLS,

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## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg)	Word Mark	Current Owner (Date of Assign)	Class	Goods
					BASEBALLS, FOOTBALLS, SOCCERBALLS, VOLLEYBALLS; CROSSBOWS, TENNIS RACQUET STRING AND SHUTTLECOCKS. FIRST USE: 19880110. FIRST USE IN COMMERCE: 19880110
73773213	1564756 (11/7/89)	TURBOJET	CENTRAL MFG CO. (9/1/97)	28	IC 028. US 022. G & S: SPORTS RACQUETS, NAMELY TENNIS RACQUETS, RACQUETBALL RACQUET, SQUASH, BADMINTON, GOLF CLUBS, GOLF BALLS, TENNIS BALLS, SPORTS BALLS, NAMELY BASKETBALL, BASEBALL, FOOTBALL, SOCCERBALL, VOLLEYBALLS, CROSSBOWS, TENNIS RACQUET STRING, AND SHUTTLECOCKS. FIRST USE: 19880111. FIRST USE IN COMMERCE: 19880111
73767454	1581051 (2/06/90)	TRILLIUM	CENTRAL MFG CO. (4/7/98)	6	IC 006. US 014. G & S: METAL ALLOYS FOR USE IN THE SPORTING AND TRANSPORTATION INDUSTRIES. FIRST USE: 19880100. FIRST USE IN COMMERCE: 19880100
73778877	1615004 (9/25/90)	TERMINATOR	CENTRAL MFG CO. (Cewiral MFC CO) (4/7/98)	28	IC 028. US 022. G & S: SPORTS RACQUETS, INCLUDING TENNIS RACKETS, RACQUETBALL RACQUET, SQUASH, BADMINTON, GOLF CLUBS, GOLF BALLS, TENNIS BALLS, SPORTS BALLS, INCLUDING BASKETBALL, BASEBALL, FOOTBALL, SOCCERBALL, VOLLEYBALLS, TENNIS RACQUET STRING, AND SHUTTLECOCKS. FIRST USE: 19840308. FIRST USE IN COMMERCE: 19840308

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## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
74004936	1717010 (9/15/92)	STEALTH	CENTRAL MFG CO. (4/7/98)	2	IC 002. US 006 011 016. G & S: MICROWAVE ABSORBING AUTOMOBILE PAINT. FIRST USE: 19920526. FIRST USE IN COMMERCE: 19920526
74063127	1766806 (4/20/93)	STEALTH	CENTRAL MFG CO. (4/7/98)	28	IC 028. US 022 023 038 050. G & S: fishing tackle floats (bobbies). FIRST USE: 19920710. FIRST USE IN COMMERCE: 19920710
74162239	1846182 (7/19/94)	STEALTH	CENTRAL MFG. CO. (10/1/01)	12	IC 012. US 019 035. G & S: automotive tires. FIRST USE: 19931221. FIRST USE IN COMMERCE: 19931221
74415569	1867087 (12/13/94)	STEALTH	CENTRAL MFG. CO. (4/7/98)	28	IC 028. US 022. G & S: pool cue, pool tables, darts, billiard balls, cue cases, cue rack; billiard gloves. FIRST USE: 19861117. FIRST USE IN COMMERCE: 19861117
74340300	1947145 (1/9/96)	STEALTH TECHNOLOGY	CENTRAL MFG. CO. (2/04/02)	9	IC 009. US 021 023 026 036 038. G & S: computer hardware and computer utility software and operating manuals. FIRST USE: 19930101. FIRST USE IN COMMERCE: 19930101
74476028	2007348 (6/15/96)	STEALTH SQUAD	CENTRAL MFG. CO. (4/7/98)	16	IC 016. US 038. G & S: comic book. FIRST USE: 19930702. FIRST USE IN COMMERCE: 19930910
74630176	2024889 (12/24/94)	THE STEALTH	CENTRAL MFG. CO. (4/7/98)	21	IC 021. US 002 013 023 029 030 033 040 050. G & S: lawn sprinklers. FIRST USE: 19950125. FIRST USE IN COMMERCE: 19950125
74724047	2025156 (12/24/96)	STEALTH	CENTRAL MFG. CO. (4/7/98)	6	IC 006. US 002 012 013 014 023 025 050. G & S: metal alloys for use in sporting goods and transportation and window locks. FIRST USE: 19880400. FIRST USE IN COMMERCE: 19880400

## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
75121252	2063283 (5/20/97)	STRADIVARIUS	CENTRAL MFG. CO. (4/7/98)	9	IC 009. US 021 023 026 036 038. G & S: computers, calculators, radios and photographic apparatus, namely, cameras and lenses; optical apparatus, namely, binoculars and telescopes. FIRST USE: 19821200. FIRST USE IN COMMERCE: 19821200
74125070	2074780 (7/1/97)	STEALTH	COBRA ELECTRONICS CORPORATION	9	IC 009. US 026. G & S: automobile-mounted radar detectors sold only in the consumer channel of trade. FIRST USE: 19901031. FIRST USE IN COMMERCE: 19901031
75130222	2083721 (7/29/97)	DARK STAR	CENTRAL MFG. CO. (7/27/98)	25	IC 025. US 022 039. G & S: athletic shoes, cloth baby bibs, bandannas, baseball caps, baseball shirts, blouses, baby bunnings, caps, casual pants, casual shoes, swaddling clothes, collars, cover-alls, dress shirts, dresses, garter belts, gloves, golf shirts, gym shirts, handkerchiefs, hats, hosiery, jackets, jeans, jumpers, knit shirts, leg warmers, lingerie, mittens, neckties, negligees, painter's caps, pajamas, parkas, polo-type shirts, ponchos, robes, running shoes, running shorts, scarves, shirts, shawls, shoes, shorts, ski jackets, skirts, slacks, sleepwear, slips, snowmobile suits, socks, sports shoes, sunsuits, sun visors, suspenders, sweatbands, sweat pants, sweat shirts, sweat shorts, sweaters, swimwear, swimsuits, T-shirts, tank tops, tennis shirts, ties, tights, tracksuits, underwear, vests, walking shorts, wind resistant jackets, workpants, wrist bands. FIRST USE: 19860100. FIRST USE IN COMMERCE: 19860100
75218045	2110838 (11/4/97)	DARK STAR	CENTRAL MFG. CO. (7/27/98)	36	IC 036. US 100 101 102. G & S: financial planning; investment management; insurance consultation. FIRST

## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
					USE: 19880100. FIRST USE IN COMMERCE: 19880100
75180414	2126933 (1/6/98)	STAR LITE	CENTRAL MFG. CO. (9/1/97)	6	IC 006. US 002 012 013 014 023 025 050. G & S: metal goods, namely, metal alloys for use in sporting goods and transportation and window locks. FIRST USE: 19860100. FIRST USE IN COMMERCE: 19860100
75228505	2128940 (1/13/98)	AIR FRAME	CENTRAL MFG. CO. (3/23/98)	12	IC 012. US 019 021 023 031 035 044. G & S: motorcycles, bicycles, boats, tires. FIRST USE: 19880100. FIRST USE IN COMMERCE: 19880100
75206799	2227069 (3/2/99)	STEALTH	CEWIRAL MFG CO (10/30/01)	36	IC 036. US 100 101 102. G & S: financial planning; investment management; insurance consultation. FIRST USE: 19861000. FIRST USE IN COMMERCE: 19861000
75469776	2264631 (7/27/99)	TRIANA	CENTRAL MFG. CO.	41	IC 041. US 100 101 107. G & S: Entertainment in the nature of a series of television and radio programs about science fiction; Entertainment, namely, live performances by a musical vocal group; Amusement video arcades; Organizing and conducting exhibition sporting events for tennis and golf; Amusement park services in the nature of children's bouncing ride; Entertainment in the nature of competitions in the field of aerobatics; Educational services, namely, providing workshops, lectures, courses and group instruction in trademark licensing. FIRST USE: 19870600. FIRST USE IN COMMERCE: 19870600
75470988	2264642 (7/27/97)	TRIANA	CENTRAL MFG. CO.	12	IC 012. US 019 021 023 031 035 044. G & S: Motorcycles, bicycles, boats and tires. FIRST USE: 19870600. FIRST USE IN COMMERCE: 19870600



## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg)	Word Mark	Current Owner (Date of Assign)	Class	Goods
75469775	2266783 (8/3/99)	TRIANA	CENTRAL MFG. CO.	41	IC 041. US 100 101 107. G & S: Entertainment in the nature of a series of television and radio programs about science fiction; Entertainment, namely, live performances by a musical vocal group; Amusement video arcades; Organizing and conducting exhibition sporting events for tennis and golf; Amusement park services in the nature of children's bouncing ride; Entertainment in the nature of competitions in the field of aerobatics; Educational services, namely, providing workshops, lectures, courses and group instruction in trademark licensing. FIRST USE: 19870600. FIRST USE IN COMMERCE: 19870600
75338586	2272891 (8/24/99)	STEALTH	CENTRAL MFG CO (11/28/01)	14	IC 014. US 002 027 028 050. G & S: tie fasteners. FIRST USE: 19981031. FIRST USE IN COMMERCE: 19981031
75143090	2273229 (8/31/99)	SENTRA	CENTRAL MFG CO. (3/30/98)	14	IC 014. US 002 027 028 050. G & S: tie fasteners. FIRST USE: 19981031. FIRST USE IN COMMERCE: 19981031
75469777	2287397 (10/19/99)	TRIANA	CENTRAL MFG. CO.	28	IC 028. US 022 023 038 050. G & S: toys and sporting goods, namely, tennis rackets, golf clubs, tennis balls, basketballs, baseballs, soccer balls, billiard balls, golf balls, footballs, cross bows, tennis racket strings, Badminton shuttlecocks, pool cue, pool tables, darts, pool cue cases, pool cue rack, billiard gloves, toy airplanes, toy BB guns, roller skates, hobby craft kits comprised of parts for assembly of toy airplanes and space craft, board games, toy building structures, toy bicycles, action figures, fishing rods, fishing reels, fishing line bobbers. FIRST USE: 19870600. FIRST USE IN COMMERCE: 19870600

## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg)	Word Mark	Current Owner (Date of Assign)	Class	Goods
75469860	2320324 (2/22/00)	TRIANA	CENTRAL MFG. CO.	9	IC 009. US 021 023 026 036 038. G & S: Prerecorded Audiocassettes, prerecorded audio tapes, audio discs, and phonograph records all featuring science fiction stories; Video discs, motion picture films, and prerecorded videotapes, all featuring animated works about science fiction subjects; binoculars, calculators; blank audio cassettes; blank video cassettes; blank computer discs; air tanks for use in scuba diving; computer disc drivers; computer monitors; computer fax modem cards; electric irons; electronic flying insect light traps, electronic garage door locks; eyeglasses and sunglasses and frames therefor; cases for eyeglasses and sunglasses; electronic metal locks; electric laundry irons; computers; computer goods, namely, printers, disc drives, keyboards, and floppy disk storage cases; computer software for use in database management; motion picture films in the nature of science fiction; laser printers; life jackets; lifebelts; life nets; decorative refrigerator magnets; slide projectors; photographic slide transparencies; photographic video cameras and lenses therefor; radios; safety goggles; telephones; telescopes; electronic calendars, namely, handheld personal electronic devices for scheduling appointments. FIRST USE: 19870600. FIRST USE IN COMMERCE: 19870600
74735867	2325053 (3/7/00)	STEALTH 9MM	CENTRAL MFG. CO. (8/13/98)	40	IC 040. US 100 103 106. G & S: manufacture and assembly of firearms to the order and the specification of others. FIRST USE: 19950801. FIRST USE IN COMMERCE:

**SCHEDULE A - TRADEMARKS AND SERVICE MARKS**

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
					19950800
74735868	2325054 (3/7/00)	STEALTH 9MM SHADOW	CENTRAL MFG. CO. (8/13/98)	40	IC 040. US 100 103 106. G & S: manufacture and assembly of firearms to the order and the specification of others. FIRST USE: 19950801. FIRST USE IN COMMERCE: 19950800
75000280	2330467 (3/1/00)	STEALTH	CENTRAL MFG. CO. (8/13/98)	18	IC 018. US 001 002 003 022 041. G & S: leather wallets, leather handbags, and leather attache cases. FIRST USE: 19850100. FIRST USE IN COMMERCE: 19850100
75755602	2403775 (11/14/00)	STEALTH	CENTRAL MFG. CO.	8	IC 008. US 023 028 044. G & S: Pocket Knives; Non-Electric Can Openers; Cutlery, Namely, Knives, and Spoons; Nail Clippers; Tweezers; Scissors; and Eyelash Curlers. FIRST USE: 19810600. FIRST USE IN COMMERCE: 19810600
75885658	2433330 (3/6/01)	STEALTH	CENTRAL MFG CO (11/9/01)	8, 10	IC 008. US 023 028 044. G & S: specialized hand tools for use in the fabrication and assembly of prosthetic limbs and prosthetic limb components; namely, thermoplastic tooling, thermoset tooling and foam extraction tooling. FIRST USE: 19971210. FIRST USE IN COMMERCE: 19971210 .... IC 010. US 026 039 044. G & S: prosthetic limb components; namely, shuttle locks, pyramids, pyramid receivers, such foot adaptors, pylons, tube clamps, suction seals, adaptor plates, attachment plates, prosthetic knee systems, prosthetic knee chassis, and prosthetic feet. FIRST USE: 19971229. FIRST USE IN COMMERCE: 19971229

## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
75203741	2439735 (4/3/01)	STEALTH	CENTRAL MFG. CO. (8/13/98)	9	IC 009. US 021 023 026 036 038. G & S: radios and speakers for automobiles, stereo speaker boxes, tape recorders, tape players and portable stereos. FIRST USE: 19860100. FIRST USE IN COMMERCE: 19860100
75019143	2478742 (8/21/01)	STEALTH	CENTRAL MFG. CO. (8/13/98)	9	IC 009. US 021 023 026 036 038. G & S: computer application software for creating databases, blank video film and video tapes, safety goggles, radios, photographic and video cameras. FIRST USE: 19850100. FIRST USE IN COMMERCE: 19850100
75932731	2497857 (10/16/01)	STEALTH SPRAY	CENTRAL MFG CO (8/14/01)	28	IC 028. US 022 023 038 050. G & S: hunters' scent camouflage. FIRST USE: 19990201. FIRST USE IN COMMERCE: 19990201
75932736	2497858 (10/16/01)	STEALTH SOAP	CENTRAL MFG CO (8/14/01)	28	IC 028. US 022 023 038 050. G & S: hunters' scent camouflage. FIRST USE: 19990201. FIRST USE IN COMMERCE: 19990201
75010278	2505698 (11/13/08)	STEALTH	CENTRAL MFG CO (11/9/01; 9/23/03)	11	IC 011. US 013 021 023 031 034. G & S: motion activated electric lighting fixtures. FIRST USE: 19950715. FIRST USE IN COMMERCE: 19950715
74734680	2523745 (1/1/02)	STEALTH	CENTRAL MFG. CO. (8/13/98)	26	IC 026. US 037 039 040 042 050. G & S: plastic buckles and fasteners for use in connection with backpacks, tote bags, sporting goods and foul weather gear and apparel and other similar articles. FIRST USE: 19960825. FIRST USE IN COMMERCE: 19960825
74726073	2551385 (3/26/02)	STEALTH	CENTRAL MFG. CO. (8/13/98)	9	IC 009. US 021 023 026 036 038. G & S: electric locks for garage doors. FIRST USE: 19860100. FIRST USE IN COMMERCE: 19860100

## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
75157566	2576910 (6/11/02)	DARK STAR	CENTRAL MFG. CO. (7/27/98)	11	IC 011. US 013 021 023 031 034. G & S: electric lighting fixtures; refrigerators; refrigerated shipping containers; refrigerated merchandise display cases; refrigerated beverage dispensing units; ventilating fans for commercial use; ventilating fans for industrial use; ventilating louvers; oven ventilator hoods; charcoal burning barbecue grills. FIRST USE: 19880100. FIRST USE IN COMMERCE: 19880100
75499347	2627054 (10/01/02)	TRIANA	CENTRAL MFG. CO.	25	IC 025. US 022 039. G & S: Athletic Shoes, Baby Cloth Bibs, Bandannas, Baseball Caps, Baseball Shirts, Blouses, Baby Buntings, Caps, Casual Pants, Casual Shoes, Collarettes, Cover-Alls, Dress Shirts, Dresses, Garters Belts, Gloves, Golf Shirts, Gym Shirts, Hats, Hosiery, Jackets, Jams, Jeans, Jumpers, Knit Shirts, Leg Warmers, Lingerie, Mittens, Neckties, Negligees, Painter's Caps, Pajamas, Parkas, Polo-Type Shirts, Ponchos, Pram Suits, Robes, Running Shoes, Running Shorts, Scarves, Shirts, Shawls, Shoes, Shorts, Ski Jackets, Skirts, Slacks, Sleepwear, Slips, Snowmobile Suits, Socks, Sports Shoes, Sun Swimsuits, Sun Visors, Suspenders, Sweatbands, Sweat Pants, Sweat Shirts, Sweat Shorts, Sweaters, Swimwear, Swimsuits, T-Shirts, Tank Tops, Tennis Shirts, Ties, Tights, Training suits, Underwear, Vests, Walking Shorts, Wind resistant jackets, Workpants, Wrist Bands. FIRST USE: 19870100. FIRST USE IN COMMERCE: 19870100



## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg)	Word Mark	Current Owner (Date of Assign)	Class	Goods
75499332	2629600 (10/08/00)	TRIANA	CENTRAL MFG. CO.	18	IC 018. US 001 002 003 022 041. G & S: Tote Bags, Book Bags, All Purpose Sport Bags, Duffel Bags, Beach Bags, Backpacks, Umbrellas, Handbags, Purses, Wallets, Luggage, Leather Key Fobs, Suitcases, Walking Sticks, Riding Whips, Leather Traveling Bags, Leather Key Cases, Briefcase-Type Portfolios, Attache Cases, Business Card Cases, Toiletry Cases sold empty, Credit Card Cases, Travel Bags, Shaving Bags sold empty, Billfolds, Cosmetic Cases sold empty, Garment Bags for Travel, Luggage Tags, Knapsacks, Clutch Bags, Coin Purses, Vanity Cases sold empty. FIRST USE: 19870500. FIRST USE IN COMMERCE: 19870500
75826623	2636049 (10/15/02)	STEALTH	Lingual Orthodontics, Ltd.	10	IC 010. US 026 039 044. G & S: Orthodontic appliances, namely, orthodontic brackets, arch wires, lingual holding arches and hooks. FIRST USE: 20020328. FIRST USE IN COMMERCE: 20020328
75849316	2641546 (10/29/02)	STEALTH	CENTRAL MFG CO (6/4/02)	7	IC 007. US 013 019 021 023 031 034 035. G & S: Baling machines for use in material recycling and waste material disposal. FIRST USE: 19990205. FIRST USE IN COMMERCE: 19990205
74343994	2657452 (12/10/02)	STEALTH	CENTRAL MFG. CO. (8/10/98)	28	IC 028. US 022 023 038 050. G & S: toys and sporting goods, namely, model airplane kits, toy boats, toy guns, toy robots, and toy soldiers. FIRST USE: 19850100. FIRST USE IN COMMERCE: 19850100

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## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg)	Word Mark	Current Owner (Date of Assign)	Class	Goods
76236749	2737991 (7/15/03)	STEALTH	Braid, Dennis	28	IC 028. US 022 023 038 050. G & S: Fishing back support belts and harnesses; fishing belts, namely, back support belts as part of a fishing pole support harness; fishing belts, namely, back support belts for support of fishing poles with gimbal or uni-butt receiver; fishing belts, namely, back support belts for use on deep sea fishing vessels; fishing belts, namely, back support belts with quick release hook and loop shoulder straps; fishing belts, namely, adjustable shape back support belts. FIRST USE: 20030215. FIRST USE IN COMMERCE: 20030215
76379296	2744536 (7/29/03)	STEALTH DUST	EBSCO Industries, Inc.	28	IC 028. US 022 023 038 050. G & S: Hunters' scent camouflage and neutralizer. FIRST USE: 20030101. FIRST USE IN COMMERCE: 20030101
78103723	2761682 (9/09/03)	STEALTHPOD	International Electronics San Diego, Inc.	9	IC 009. US 021 023 026 036 038. G & S: CAMERA TRIPODS. FIRST USE: 20010700. FIRST USE IN COMMERCE: 20010700
76470920	2784049 (11/18/03)	STEALTHLITERACY	Big Guy Books, Inc.	16	IC 016. US 002 005 022 023 029 037 038 050. G & S: Series of Children's Books. FIRST USE: 20021001. FIRST USE IN COMMERCE: 20021010

## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
76534200	2847015 (5/25/05)	TRAVEL NURSE	CENTRAL MFG. CO.	35	IC 035. US 100 101 102. G & S: Association services, namely, promoting the interests of medical professionals; career placement; arranging and conducting business conferences, accounting services; administration of cultural and educational exchange programs; advertising agencies, namely, promoting the services of medical professionals, investigations, creating corporate logos for others, creating corporate and brand identity; agencies for advertising time and space; business appraisals, consultation, information management for medical professionals, management and consultation, marketing and direct mail consulting services, meeting planning, networking, organizational consultation, planning, providing computer databases featuring trade information regarding medical professions, commercial information in the field of medical professionals; computer services, namely, address change notification services; computerized database management, on-line retail services in the field of general merchandise, word processing; conducting business and market research surveys, employee incentive award programs to promote employee performance, marketing studies, trade shows in the field of medicine and general merchandise; copyright management consultation; creating trademarks for others; credit card registration; data processing services; demographic consultation; direct marketing advertising for others; displaying advertisements for others; dissemination of



**SCHEDULE A – TRADEMARKS AND SERVICE MARKS**

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
					advertising for others via the Internet, dissemination of advertising matter; doctor referrals; document reproduction; electronic billboard advertising, electronic catalog services featuring general merchandise, electronic retailing services via computer featuring general merchandise; employee relations information services, relocation and information, counseling and recruiting; employment verification; executive search and placement services; health care cost review; hospital management; mail order catalog services featuring general merchandise; mailing list preparation; management assistance, management of health care clinics for others; market analysis, research, research services; medical cost management, referrals, modeling for advertising or sales promotion; news clipping services; on-line ordering services featuring general merchandise, on-line posting of rewards for information, on-line retail store services featuring general merchandise; operating on-line marketplaces for sellers of goods and/or services; organizing and conducting job fairs; personnel management consultation, placement and recruitment, relocation; preparing advertisements for others, preparing and placing advertisements for others, preparing mailing lists; providing a web site at which users can offers goods for sale, providing a web site which features advertisements for the goods, providing a web site whereby buyers of goods or services locate and receive quotations from multiple

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## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
					competitive sources and sellers of goods or services identify and bid on multiple news sales opportunities, providing business marketing information, providing career information via the Internet, providing information about the goods and services of others via the Internet, providing trade information; rating of accommodations; referrals in the field of medical professionals; rental of advertising space. FIRST USE: 19890000. FIRST USE IN COMMERCE: 19890000
76625764	3026260 (12/13/05)	STEALTH	CENTRAL MFG CO. (6/1/05)	11	IC 011. US 013 021 023 031 034. G & S: portable electric air power blower for use in drying pets. FIRST USE: 20030814. FIRST USE IN COMMERCE: 20030814
76233194	3051961 (1/31/06)	24 KARAT	CENTRAL MFG CO. (4/4/06)		IC 003. US 001 004 006 050 051 052. G & S: Perfume. FIRST USE: 20021201. FIRST USE IN COMMERCE: 20021201
78427432		STEALTH FEEDERS	Stealth Blinds, LLC	7	IC 007. US 013 019 021 023 031 034 035. G & S: mechanized solar-powered wildlife feeders
75016560		STEALTH	CENTRAL MFG. CO. (8/13/98)	11	IC 011. US 013 021 023 031 034. G & S: flashlights, pen lights, electric lamps, floor fans, wall fans, desk fans, portable fans. FIRST USE: 19850100. FIRST USE IN COMMERCE: 19850100
76071233		STEALTH	CENTRAL MFG. CO.	11	IC 011. US 013 021 023 031 034. G & S: HOUSEHOLD AIR CLEANERS, HOUSEHOLD AIR CLEANERS WITH IONIZER, DOMESTIC AND COMMERCIAL AIR PURIFIERS, AIR CONDITIONERS. FIRST USE: 19860100. FIRST USE IN COMMERCE: 19860100

## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
75565743		STEALTH	STEALTH MOTORSPORTS, L.L.C.	12	IC 012. US 019 021 023 031 035 044. G & S: RACING AUTOMOBILES AND STRUCTURAL PARTS THEREFOR. FIRST USE: 19920801. FIRST USE IN COMMERCE: 19920801
79002422		STEALTH	SUPERSPROX, a.s.	12	IC 012. US 019 021 023 031 035 044. G & S: Sprocket wheels and transmission systems for land vehicles, particularly sprocket wheels for motorcycle chains
74327774		STEALTH	CENTRAL MFG. CO. (8/13/98)	16	IC 016. US 037. G & S: pens, pencils, drawing rulers, paper clips, rubber bands, memopads, adhesive tape for stationery or household use, non-electric erasers, snap-off blade cutter for cutting paper, pencil sharpener, fountain pens, ball point pens, stationery; namely, writing paper and envelopes, playing cards and comic books. FIRST USE: 19860100. FIRST USE IN COMMERCE: 19860110
78214406		HAVOC		25	IC 025. US 022 039. G & S: camouflage clothing, namely, shirts, jackets, pants, coveralls, hats, gloves, boots, face nets in the nature of a camouflage veil, coats and raincoats.
73394754		SENTRASONY	STOLLER, LEO D. SENTRA SPORTING GOODS USA CO.	28	(ABANDONED) IC 028. US 022. G & S: TENNIS RACKETS. FIRST USE: 19820901. FIRST USE IN COMMERCE: 19820901
78069285		TERMINATOR	CENTRAL MFG. CO.	28	IC 028. US 022 023 038 050. G & S: Billiard Balls, cross bows, pool cue, pool tables, billard gloves, toy airplanes, toy bb guns, roller skates, hobby craft kits comprised of parts for assembly of toy airplanes, space craft, board

## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
					games, toy building structures, toy bicycles, action figures, fishing rods, fishing reels, fishing line bobbers, decoys for hunting. FIRST USE: 19860115. FIRST USE IN COMMERCE: 19860115
78286127		STEALTH	CENTRAL MFG. CO.	41	IC 041. US 100 101 107. G & S: Special event planning, training services in the field of trademark law, litigation and trademark licensing; amusement arcades, amusement parks featuring amusement rides and attractions, animal training, arranging and conducting education conferences, shows and ticket reservations for athletic competitions, shows and other entertainment events, educational testing, modeling for artists, motion picture theatres, movie studios, multi-media entertainment software for production services; music production services; news analysis and features distribution; news reporting services; officiating at sports contests; organizing community sporting and cultural events; photography services, physical fitness consultation, planetariums, portrait photography; preparing subtitles for movies and live theatrical events; production and distribution radio, television commercials and motion pictures, production of radio and television programs and film studies; providing a computer game that may be accessed network wide by network users, providing continuing legal education courses and fitness and exercise facilities; providing information on-line relating to computer games and computer enhancements for games,

## SCHEDULE A – TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
					providing news in the nature of current events reporting and information in the field of employment training; providing recognition and incentives by the way of awards to demonstrate excellence in the fields of law, medicine, sports, computer hardware, accounting, nursing and secretaries; publication of journals; rental of artwork, rental of computer game programs, rental of films, rental of golf equipment, rental of photographic equipment, rental of video games and rolling skating rinks
78276411		NET-STEALTH	Blickensderfer, Laura L.	42	IC 042. US 100 101. G & S: Computer software development, computer software development, and computer programming for others, all in the field of digital encryption and decryption; computer consultation in the field of Internet cyber security. FIRST USE: 20030707. FIRST USE IN COMMERCE: 20030707
		CENTRAL MFG. CO.			Licensing of intellectual property.
		EMARK			Licensing of intellectual property



### SCHEDULE B – LICENSES

Licensors	Licenses	Goods
Stealth Industries, Inc., S Industries, Inc., and Leo Stoller	Puma USA, Inc.	Footwear
Rentamark.com and Central Mfg. Co.	Bard Wyers Sports, Inc. and Impact Products, Inc.	Bicycle Carrier Models, Present and in the Future, including, but not limited to Hitch Carrier Designs, etc.
Leo Stoller and S Industries, Inc.	Victor Stanzel Co.	Jet Toy Airplanes
Rent-A-Mark	Raven Golf	Putters and Component Golf Clubs
S Industries, Inc.	Great American Tool Company, Inc.	Cutlery and Cutlery Related Accessories Including Without Limitation, Knives and Knife Cleaning, Sharpening and Maintenance Devices
Rent-A-Mark	TALICOR	Interactive Computer Game
Stealth, Stealth Industries, Inc., S Industries, Inc., Central Mfg. Co., and all other related companies either owned or operated by Leo Stoller	Northrop Grumman Corporation	Paper Goods and Printed Matter, Namely, Non-Fiction Books, Posters, Lecture Pointers, Playing Cards, Book Covers, Binders, Paper Party Decorations, Envelopes, Greeting Cards, Paper Napkins, Paper Pads, Pencils, Pens, Postcards, Stationery, Writing Tablets and Gift Wrapping Paper; Toys and Sporting Goods, Namely, Airplane Models and Assembly Kits Therefore, Balloons, Beach Balls, Inflatable Ride-On Toys, Board Games, Pinball Machines, Poker Playing Chips, Playing Chips for Video Game Machines, Video Game Machines, Bathtub Toys and Play Wading Pools; Clothing, Namely, T-Shirts, Caps, Sweat Shirts, Sweat Pants, Sweat Suits, Jerseys, Blouses, Pants, Vissors, Jackets, Tank Tops, Bathing Suits, Coats, Hats, Kerchiefs, Neck Ties, Polo Shirts, Scarves, Ski Wear, Suspenders and Sweaters
Rentamark.com	Paul Kane	Anti-Glare Visor Stops Glare by

EXHIBIT

B

SCHEDULE B – LICENSES		
Licensors	Licensees	Goods
		Sunlight or Back Lighting on Computer Monitors, Lap Tops and Other Electrical Displays
S Industries, Inc., Leo D. Stoller d/b/a Sentra Sporting Goods Co., and Stealth Industries, Inc.	Bard Wyers Sports, Inc., Midwest Bicycle Company, Buffalo Grove Cycling and Fitness, Inc. d/b/a Buffalo Grove Schwinn and Riteway Products d/b/a Riteway North Central	Motor Vehicle Mount Bicycle Carrier Systems
S Industries, Inc.	Fit Bearings d/b/a Stealth Precision Speed Products d/b/a Stealth Products d/b/a Stealth Precision Products	In-Line Roller-Skate and Skateboard Bearings, In-Line Roller-Skate and Skateboard Wheels, In-Line Roller-Skate and Skateboard Axles and Axle Kits, In-Line Roller-Skate and Skateboard Lubrication, In-Line Roller-Skate and Skateboard Tools, In-Line Roller-Skate and Skateboard Carrying Sacks, In-Line Roller-Skate and Skateboard Grind Plates, In-Line and Skateboard Helmets, and Related Shirts and Hats
S Industries, Inc.	NAAN Irrigation Systems	Sprinkler Irrigation Products
S Industries, Inc.	Mitsubisha International Inc.	Golf Clubs, Golf Bags, Golf Carts, Golf Shoes, Golf Gloves, Golf Apparel, and Golf Balls
S Industries, Inc.	Wonderwand Inc. and Tom Olmstead	Tennis Rackets and Thermal Racket Covers
S Industries, Inc.	National Molding Corporation	Plastic Buckles and Fasteners for Use in Connection with Backpacks, Tote Bags, Sporting Goods and Foul Weather Gear and Apparel and Other Similar Articles
S Industries, Inc.	Stealth Hunter, Inc.	Tree Stands and Safety Harnesses for Deer Hunting
S Industries, Inc.	HHA Sports, Inc., Beaver Dam Outfitters, GAT Guns, Little John's Archery and Altra Products, Inc.	Archery Sights
S Industries, Inc.	Heritage Manufacturing, Inc.	Manufacture and Assembly of Firearms to the order and

## SCHEDULE B -- LICENSES

Licensor	Licensee	Goods
		specification of others
Central Mfg. Inc.	RAB Electric Manufacturing, Inc.	Motion Activated Electric Lighting Fixtures, Security Lighting, Security Sensors, and Security Video Equipment
Rentamark.com	Stealth Corporation	Construction Services and Consulting
Rentamark.com	Stealth Networking	Computers, Computer Sales and Related Services
Rentamark.com	Stealth Demolition, LLC	Demolition Services
S Industries, Inc.	Charles S. Hayes	Microwave Absorbing Automobile Paint
S Industries, Inc.	Netti Export Corporate Pty Ltd., Netti North America, Kemco Group Ltd., Raleigh USA Bicycle Co., Avitar Sports International, Island Cycle Supply Company, CTEL, and THE HAWLEY COMPANY, Inc.	Bicycle Helmets
S Industries, Inc.	Philip C. Lane d/b/a Petra Comics	Comic Books
Leo Stoller d/b/a Sentra Sporting Goods, USA and S Industries, Inc.	STR Industries Illinois	Bicycles and Boats
Rentamark.com, and Central Mfg. Co.	Igloo Products Corp.	insulated food transport and dispensing containers sold in the food service industry
RENT-A-MARK	TALICOR, Inc.	Board & Electronic Games
Rentamark.com d/b/a Central Mfg. Co.	Conservation Technology, LLC	Track Lighting
Rentamark.com	Charles M. Gyenes d/b/a HI-Q- Antennas	manufacturing the Stealth II series HF Mobile Antennas
Leo D. Stoller, Stealth Industries, Inc., and S Industries, Inc.	Victor Stanzel Co.	jet toy air planes
Stealth Industries, Inc.	Cabela's Inc.	boats, fishing rods, clothing, archery and footwear
Rentamark.com	Stealth Production Support, Inc., and Stealth Technical Services, Inc.	performing event coordinating services for shows including renting rigging for industrial trade shows,



### SCHEDULE B – LICENSES

Licenser	Licenses	Goods
		renting rigging equipment, lighting equipment, specialty event equipment, providing labor, labor management, computer services, computer aided drafting for special events and shows and to provide billing services
Rentamark.com	Alnu Innovations	tie fasteners and tie lifters
Rentamark.com	American Orthodontics	Orthodontic brackets, arch wires, lingual holding arches and hooks
Rentamark.com	Lucifer Lighting Company	Interior and Exterior Lighting Fixtures Excluding Security Lighting
rentamark and Central Mfg. Co.	Prosthetic Design, Inc.	specialized hand tools for use in the fabrication and assembly of prosthetic limbs and prosthetic limb components; namely, thermoplastic tooling, thermoset tooling and foam extraction tooling, in Int. Class 008 and prosthetic limb components; namely, shuttle locks, pyramids, pyramid receivers, sach foot adaptors, pylons, tube clamps, suction seals, adaptor plates, attachment plates, prosthetic knee systems, prosthetic knee chassis, and prosthetic feet in Int. Class 010
Rentamark.com	Big Guy Books, Inc.	Series of Children's Books
Rentamark.com	Tony Smith dba Stealth Racing	Racing Cars, Racing Car Services, Carburetors, Carbureter Repair Services, Car Parts, T-Shirts and Hats
Rentamark.com	Marathon Equipment Company	Baling Machines For Use in Material Recycling and Waste Material Disposal
Rentamark.com	Jas. D. Easton, Inc. and Easton Sports, Inc.	Hockey Sticks, Ice Hockey Skates, Hockey Shafts, Hockey Blades, Baseball Bats and Softball Bats
Rentamark.com	International Electronics San Diego, Inc.	Camera Tripods
Rentamark.com	Scott Vestal d/b/a Scott Vestal's 5 String Banjos	Musical Instruments, Namely, Banjos

SCHEDULE B – LICENSES		
Licenser	Licensee	Goods
	Acutab Publications, Inc.	
Rentamark.com	John Graham Compton, individually and d/b/a Stealth Blinds, LLC and Stealth Feeders	Observation and Hunting Blinds and Manufacture Wildlife Feeders
Rentamark.com	Scott Vestal d/b/a Scott Vestal's 5 String Banjos Acutab Publications, Inc.	Musical Instruments, Namely, Banjos
Rentamark.com	Jas. D. Easton, Inc. Corporation and its subsidiary Easton Sports, Inc.	Field Hockey Sticks and Protective Equipment for Use in the Sport of Lacrosse
Rentamark.com	Eric Cone	Mobile Disc Jockey Services
Rentamark.com	Penley Sports, LLC	Golf Club Shafts
S Industries, Inc.	Interactive Industries, Inc.	Mouse Pads for Computers
S Industries, Inc.	Lindy Little Joe, Inc.	Various fishing products

## SCHEDULE C - PROCEEDINGS

Opposition	Adverse Party	Mark
91092085	The Southern New England Telephone Corp Company	CENTRALINK 2100
91093601	George C. Kasboske	STEALTH
91108924	Sentry Chemical Company	SENTRY
91115719	Deck America, Inc.	DECK STAR
91117366	Stealth Laboratories, Llc	STEALTH LABORATORIES
91117894	Sutech U.S.A., Inc.	STEALTH
91118105	Unex Corporation	STEALTH
91118421	James J. Feuling	TERMINATOR
91118538	Spaceage Synthetics, Inc.	STEALTH BOARD
91118797	Fujitsu Personal Systems, Inc.	PENCENTRA
91118888	Freeman Manufacturing Co.	TRILLIUM
91119206	Tenryu America Inc	STEALTH
91119245	Troyal, Inc.	TERMINATOR
91119348	Syntra Ltd.	SYNTRA
91119802	Alza Corporation	CONCENTRA
91119975	Tiger Electronics, Ltd.	HAVOC
91120073	Novitron International, Inc.	SENTRA
91120170	The Email Channel Inc.	CENTRAQ
91120202	Nissan Jidosha Kabushiki Kaishya Db a Nis	SENTRA CA
91120339	Karen Ponce	STEALTH SHELF
91121420	York International Corporation	STEALTH
91121605	Sterling/Winters Company	LOVE YOUR BODY
91121795	American International Marketing	STEALTH
91124917	Marathon Equipment Company	STEALTH
91125566	Stealth Air Courier, Inc.	STEALTH AIR COURIER
91125818	Board Of The Regents, The University Of	STEALTH GERONTOLOGY
91150463	Menasha Corporation	STEALTH GOLD
91150624	Radiant Labs, LLC	STEALTH GUARD
91151836	Coffee Works, Inc.	DARK STAR
91152014	Reonegro, Antonio And Tom	HAVOC MEDIA

EXHIBIT

tabbies

C

SCHEDULE C – PROCEEDINGS		
Opposition	Adverse Party	Mark
	Lynch	DESIGN
91152243	HEPA Corporation	STEALTH 100
91154372	Pentech International Inc.	STEALTH
91154472	Evox, Inc.	STEALTHWARE
91154585	Medtronic Sofamor Danek Inc.	STEALTHMERGE
91154617	Medtronic Sofamor Danek Inc.	STEALTHDRIVE
91155814	WFJM Enterprises, Inc.	STEALTHTEX
91156858	Dreamworks L.L.C. & Dreamworks Animation	REX HAVOC
91157012	Hyperstealth Biotechnology Corp.	HYPERSTEALTH
91157434	Purina Mills, Llc	STEALTH
91158263	Stealth, Ltd.	STEALTH LTD.
91158582	Market America, Inc.	STEALTH RADAR SHIELD
91159950	Premium Products, Inc.	GROUND ZERO STEALTH
91160234	Airframe Business Software, Inc.	AIRFRAME BUSINESS SOFTWARE, INC.
91160234	Airframe Business Software, Inc.	AIRFRAME BUSINESS SOFTWARE, INC.
91161513	Darkstar Design, Inc.	DARKSTAR DESIGN
91161552	Heiman, Donald F.	STEALTH-A-SCOPE
91161651	Roux Laboratories, Inc.	AIRFRAME
91161651	Roux Laboratories, Inc.	AIRFRAME
91161740	Silicon Defense, Inc.	COUNTERSTEALTH
91161831	Ratledge, Douglas W.	AIRFRAMEPOWERPLANT
91162195	Northern Telepresence Corporation	DARKSTAR
91162592	Stephens, Edwin K.	STEALTH ACQUISITIONS
91162928	Titan America Llc	CENTRA
91163156	Titan America Llc	CENTRA
91163722	Macronix Inc.	MX STEALTH
91164047	U-Haul International, Inc.	STEALTH
91164582	Pocckovic, Jovan	STEALTH VODKA
91165221	Marcus, Randy Lee	HYPNOSTEALTH

SCHEDULE C -- PROCEEDINGS		
Opposition	Adversely Party	Mark
91166562	General Cigar Co., Inc.	STRADIVARIUS
91167086	Fairchild Semiconductor Corporation	STEALTHSHOE
91167152	International Surfacing, Inc.	
91167475	Digital Recorders, Inc.	
91167557	E-Merging Technologies Group	MANAGED STEALTHCARE
91167602	Sierra Corporate Design	STEALTHNEWS
91167658	Surgical Navigation Technologies, Inc.	STEALTHNAVIGATOR
91167706	Invitrogen Corporation	STELTH RNAI
91168673	Ebert, Kenneth R	AIRFRAME
91168888	Dreamworks Animation L.L.C.	REX HAVOC
91169270	Ceradyne, Inc.	STEALTH
91169382	Swedish Match Lighters B.V.	FIREPOWER
91169502	Loveland Products, Inc.	STEALTH
91169502	Loveland Products, Inc.	STEALTH
91170016	Midwest Motorcycle Supply Distributors C Orp.	FIRE POWER
91170256	Google Inc.	GOOGLE
91170274	Target Brands, Inc.	(Target design mark)
91170424	Cafe Belmondo, Llc	STRADIVARIUS BLEND
91170575	Summit Environmental Corporation Inc.	FIREPOWER
91170636	Indy Stealth Incorporated	INDY STEALTH
91170710	Stealth Dump Trucks, Inc.	STEALTH DUMP TRUCKS
91170819	Medtronic, Inc.	STEALTHLINK
91170820	John Edward Sweat	SENTRACARE
91170951	Two Guys Publications, Inc.	WHITE LINE FEVER
91170957	HEPA Corporation	STEALTH
91171222	Raysat Cyprus Ltd.	STEALTHRAY
91172150	Montoya, Matthew; Ahern, John; Liscano, Jose; Saldivar, Hector; Garcia, Adrian	CRY HAVOC
92024940	Intelligence Quotient International Limited	STEALTH TECHNOLOGY

SCHEDULE C – PROCEEDINGS		
Opposition	Adverse Party	Mark
92025162	Cardiotronics	STEALTH-TRODE
92030433	Skateboard World Industries, Inc. And Mr. Chet Thomas	DARKSTAR MASTER URETHANE
92030944	Nissan Jidosha Kabushiki Kaishya Dba Nissan Motor Co., Ltd.	SENTRA
92031211	Centra Software, Inc.	CENTRA
92042735	Daymen Photo Marketing, Ltd.	STEALTH
92043125	Burrows Golf, Inc.	TRILLIUM
92043666	Northern Telepresence Corporation	DARK STAR
92045336	Target Brands, Inc.	STEALTH
92045659	Riverside Manufacturing Company	AIR FRAME
92045671	Ponce, Karen	STEALTH SHELF
92045778	Google Inc.	GOOGLE

SCHEDULE C – COURT PROCEEDINGS
<i>Central Mfg. Co. v. Pure Fishing, Inc.</i> , No. 05 C 00725 (N.D. Ill.)
<i>Columbia Pictures Industries, Inc. v. Stoller</i> , No. 05 C 2052 (N.D. Ill.)
<i>Stealth Industries, Inc. v. George Brett</i> , No. 04 C 3049 (N.D. Ill.)
<i>Central Mfg. v. HEPA Corporation</i> , Appeal No. 2005-1566 (Fed. Cir.)



EXHIBIT 4

**Lance Johnson**

---

**From:** L Lee [ldms4@hotmail.com]  
**Sent:** Tuesday, August 21, 2007 12:48 AM  
**To:** Lance Johnson; 2020 abc; accuracy usatoday; Althea Welsh; bankruptcyfraud  
bankruptcyfraud; beltway Foxnews; bigstory Fox; criminal criminal; criminal justicedepartment;  
dave.sams@uspto.gov; david.sams@uspto.gov; editor NewYork Times; Editor StLouisPaper;  
Editor Tribune; Fox News; gdelama@tribune.com; Gerard Rogers; Janice Alwin; Laker  
Phillynews; La Times; Law Bulletin; Michael Zeller; myword Foxnews; national washpost;  
NightlyNBC News; niteline abc; Rick Fogel; Shea Phillynews; steve wolf; Tips Trib; today NBc;  
Trib; William Barrett; William Factor; William Neary; wnn abc  
**Cc:** harry.moatz@uspto.gov  
**Subject:** RE: Notice of filing Appeal Brief and Criminal Charge  
**Attachments:** Appeal Brief filed 8-20-07.pdf

Lance G. Johnson, Richard M. Fogel

This is to inform you that I have appealed the decision of Judge Schmetterer approving the sale of my assets to your 'sham' company. This is also to inform you that I have filed criminal charges against you, William Factor and Richard M. Fogel under 735 Ilcs 5/1-109 in relationship to your 'scheme' to defraud the bankruptcy court and the Patent and Trademark Office.

I have been informed that any transfer of my assets under these conditions by your or any member of your 'fraudulent' organization will lead to additional 'charges' be leveled against you. I have also informed the Patent and Trademark Office, Recordation department not to accept any assignments of the said marks. I have also informed the Delaware Corporate Division of your 'scheme' to defraud.

I have also filed attorney disciplinary complaints against you, Fogel with the OED, the DC Bar and ARDC regarding you 'scam'.

I reject your notice, you are not a new legitimate stock holder of any of my assets and I expect you to be criminally charged for your 'fraud'. Further there are third parties that are third parties that are asserting a majority interests in the marks and in the stock of the said corporations.

You had prior notice to Bidder that any the said third parties. If and when you attempt to transfer any assets to 'third' parties you can inform them that they will be sued.

You will be served notice of suits at the addresses that you have given.

Leo Stoller

---

Subject: Termination of positions  
Date: Mon, 20 Aug 2007 19:29:02 -0400  
From: ljohnson@Roylance.com  
To: ldms4@hotmail.com  
CC: rfogel@shawgussis.com

As the new stock holder for Central Mfg. Inc., Stealth Industries Inc., Sentra Industries Inc., S Industries Inc., and USA Sports Co. Inc. this is to inform you that you are hereby immediately discharged from any and all positions,

**SA 275**

8/23/2007

offices, and capacities in connection with each of these corporations.

Any specimens, documents, records, or other property that belongs to any of these corporations should be forwarded to the address below or delivered to Mr. Fogel, as trustee of your estate.

**Lance G. Johnson**  
**Society for the Prevention of Trademark Abuse LLC**  
**10560 Main Street, Suite 2020**  
**Fairfax, VA 22030**  
**Fax: 202-659-9344**  
**Tel: 202-445-2000**

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Explore the seven wonders of the world [Learn more!](#)

**SA 276**

8/23/2007

EXHIBIT 5

UNITED STATES DISTRICT COURT  
FOR NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

In Re:

LEO STOLLER

**FILED**  
UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS Debtor.

AUG 10 2007

KENNETH S. GARDNER, CLERK  
TEAM - C

) Chapter 7

) Hon. Jack B. Schmetterer

) Appeal from the U.S. Bankruptcy  
) Court for the Northern District,  
) Eastern Division  
) Case No. 05-B-64075

) Orders dated August 7, 2007  
) and August 8, 2007  
) Hon. Jack B. Schmetterer

**NOTICE OF APPEAL**

NOW COMES Leo Stoller and files its Notice of Appeal of the following orders dated August 7, 2007 and August 8, 2007, issued by the Honorable Jack B. Schmetterer.

- 1) Order from the bench on August 7, 2007 dismissing Stoller's cross-complaint and affirmative defenses in Adversary No. 07-007345;
- 2) Order from the bench on August 7, 2007 denying motion to re-open the auction to sell Stoller's assets;
- 3) Order dated August 7, 2007 denying Stoller's motion for leave to file Motion to Disqualify Bidder SPTA and Lance Johnson;
- 4) Order dated August 7, 2007 expunging Stoller's Motion to Disqualify filed on May 29, 2007;
- 5) Order dated August 7, 2007 dismissing Stoller's Memorandum in Support of SPTA's and Lance Johnson's Fraud on the Bankruptcy Court;
- 6) Order dated August 7, 2007 ordering the Clerk of the Court to accept no filings by Stoller in the Bankruptcy Court; and
- 7) Order dated August 8, 2007 approving sale of Debtor's assets.

**This Court Has Jurisdiction Over Interlocutory Appeals and Final Orders**

The general rule is that a court of appeals has jurisdiction over a bankruptcy appeal only if the bankruptcy court's original order and the district court's order reviewing the

Case 05-64075 Doc 570 Filed 08/10/07 Entered 08/13/07 15:04:43 Desc Main Document Page 2 of 16

bankruptcy court's original order are both final. 28 U.S.C. sec. 158(d); *In re Devlieg, Inc.*, 56 F.3d 32, 33 (7th Cir. 1995) (per curiam); *In re Morse Elec. Co.*, 805 F.2d 262, 264 (7th Cir. 1986); 16 Charles Alan Wright, Arthur R. Miller, & Edward H. Cooper, *Federal Rules and Procedure* sec. 3926.2, at 273 (2d ed. 1996). In the bankruptcy context, however, finality does not require a final order concluding the entire bankruptcy proceeding; certain orders entered prior to the conclusion of the bankruptcy proceeding will be deemed final. *In re Forty-Eight Insulations, Inc.*, 115F.3d 1294, 1298-99 (9th Cir. 1977); *In re Official Committee of Unsecured Creditors of White Farm Equip. Co.*, 943 F.2d 752, 754-755 (7th Cir. 1991). Where an order terminates a discrete dispute that, but for the bankruptcy, would be a stand-alone suit by or against the trustee, the order will be considered final and appealable. *In re Szekely*, 936 F.2d 897, 899-900 (7th Cir. 1991); [\*9] Wright, Miller & Cooper, *supra*, sec. 3926.2 at 272-73.

Judge Schmetterer's decisions qualify as stand-alone suits. These orders should be considered final and appealable.

This court has granted the Appellant leave to appeal *in forma pauperis*. See attached.



Leo Stoller, *pro se*  
7115 W. North Avenue  
Oak Park, Illinois 60302  
(312) 545-4554  
Email: ldms4@hotmail.com

Date: August 10, 2007



EXHIBIT 6

**UNITED STATES DISTRICT COURT  
FOR THE Northern District of Illinois – CM/ECF LIVE, Ver 3.0  
Eastern Division**

Leo Stoller

Plaintiff,

v.

Case No.: 1:07-cv-04692

Honorable William J. Hibbler

Defendant.

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**NOTIFICATION OF DOCKET ENTRY**

This docket entry was made by the Clerk on Monday, October 1, 2007:

MINUTE entry before Judge William J. Hibbler: This case is dismissed without prejudice. All pending dates and motions are terminated. Civil case terminated. Mailed notice (jdh)

**ATTENTION:** This notice is being sent pursuant to Rule 77(d) of the Federal Rules of Civil Procedure or Rule 49(c) of the Federal Rules of Criminal Procedure. It was generated by CM/ECF, the automated docketing system used to maintain the civil and criminal dockets of this District. If a minute order or other document is enclosed, please refer to it for additional information.

For scheduled events, motion practices, recent opinions and other information, visit our web site at [www.ilnd.uscourts.gov](http://www.ilnd.uscourts.gov).

EXHIBIT 7

Order Form (01/2005)

Case 1:07-cv-04692 Document 24 Filed 04/24/2009 Page 1 of 1

**United States District Court, Northern District of Illinois**

<b>Name of Assigned Judge or Magistrate Judge</b>	William J. Hibbler	<b>Sitting Judge if Other than Assigned Judge</b>	
<b>CASE NUMBER</b>	07 C 4692	<b>DATE</b>	4/24/2009
<b>CASE TITLE</b>	In Re: In Re: LEO STOLLER		

**DOCKET ENTRY TEXT**

Appellant's motion to reinstate [#4] is denied. Appellees presented valid objections to the motion and Appellant failed to respond in a timely manner. Appellant's motion for leave to file reply instanter [#20] is denied as untimely.

Docketing to mail notices.

<b>Courtroom Deputy Initials:</b>	JHC
---------------------------------------	-----

EXHIBIT 8

Order Form (01/2005)

Case 1:07-cv-04692 Document 31 Filed 05/08/2009 Page 1 of 1

## United States District Court, Northern District of Illinois

MHN

Name of Assigned Judge or Magistrate Judge	William J. Hibbler	Sitting Judge if Other than Assigned Judge	
CASE NUMBER	07 C 4692	DATE	5/8/09
CASE TITLE	In Re: LEO STOLLER		

## DOCKET ENTRY TEXT:

Appellant's motion for leave to appeal *in forma pauperis* [28] is denied. The Court hereby certifies that this appeal is not taken in good faith.

☐ [ For further details see text below.]

Docketing to mail notice.

## STATEMENT

The Court is convinced that appellant's appeal presents no substantial question for review and that an appeal will be futile. The Court has the duty, therefore, to certify that the appeal is not taken in good faith. *Davis v. U.S.*, 214 F.2d 594, 596 (7th Cir. 1954) (citing *Higgins v. Steele*, 195 F.2d 366, 369 (8th Cir. 1952)). "An appeal may not be taken in forma pauperis if the trial court certifies in writing that it is not taken in good faith." 28 U.S.C. § 1915(a)(3). Thus, the Court denies appellant's motion for leave to appeal *in forma pauperis*.



EXHIBIT 9

Case 1:07-cv-04692 Document 32 Filed 05/22/2009 Page 1 of 5

*MHN*  
**FILED**  
5-22-2009  
MAY 22 2009

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

MICHAEL W. DOBBINS  
CLERK, U.S. DISTRICT COURT


In Re:	)	Case No: 07 C 4692
	)	
LEO STOLLER,	)	Hon. William J. Hibbler
	)	
Appellant.	)	Bankruptcy appeal from
	)	Case No. 05 B 64075
	)	Hon. Jack B. Schmetterer

**NOTICE OF FILING**

TO: Richard M. Fogel  
Janice Alwin  
Shaw, Gussis, Fishman, Glantz, Wolfson & Tobin, LLC.  
321 N. Clark Street, Suite 800  
Chicago, Illinois 60610

PLEASE TAKE NOTICE that on the 22nd day of May, 2009, there was filed with the Clerk of the District Court for the Northern District of Illinois, Eastern Division, the attached 1) Notice of Appeal, 2) Designation of Content of Record on Appeal, and 3) Docketing Statement.

Service of this document is being made by depositing it in an envelope addressed to the person(s) above shown, with proper postage prepaid, and depositing the envelope in the U.S. Mail at Chicago, Illinois on May 22nd, 2009.

  
\_\_\_\_\_  
Leo Stoller, *pro se*  
7115 W. North Avenue #272  
Oak Park, Illinois 60302  
(312) 545-4554

Case 1:07-cv-04692 Document 32 Filed 05/22/2009 Page 2 of 5

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION


**FILED**  
5-22-2009  
MAY 22 2009

MICHAEL W. DOBBINS  
CLERK, U.S. DISTRICT COURT

In Re:	)	Case No: 07 C 4692
	)	
LEO STOLLER,	)	Hon. William J. Hibbler
	)	
Appellant.	)	Bankruptcy appeal from
	)	Case No. 05 B 64075
	)	Hon. Jack B. Schmetterer

**NOTICE OF APPEAL**

NOW COMES Appellant, LEO STOLLER, and files a Notice of Appeal of the attached order entered by the Honorable William J. Hibbler on \_\_\_\_\_ 2009, in the above-captioned case.

  
\_\_\_\_\_  
Leo Stoller, *pro se*  
7115 W. North Avenue #272  
Oak Park, Illinois 60302  
(312) 545-4554

Case 1:07-cv-04692 Document 32 Filed 05/22/2009 Page 3 of 5  
Case 1:07-cv-04692 Document 27 Filed 04/30/2009 Page 1 of 1

**UNITED STATES DISTRICT COURT  
FOR THE Northern District of Illinois – CM/ECF LIVE, Ver 3.2.2  
Eastern Division**

Leo Stoller

Plaintiff,

v.

Case No.: 1:07-cv-04692  
Honorable William J. Hibbler

Defendant.

---

**NOTIFICATION OF DOCKET ENTRY**

This docket entry was made by the Clerk on Thursday, April 30, 2009:

MINUTE entry before the Honorable William J. Hibbler: Appellant's Motion for reconsideration and/or relief from judgment or order [25] is denied. Mailed notice (jdh)

**ATTENTION:** This notice is being sent pursuant to Rule 77(d) of the Federal Rules of Civil Procedure or Rule 49(c) of the Federal Rules of Criminal Procedure. It was generated by CM/ECF, the automated docketing system used to maintain the civil and criminal dockets of this District. If a minute order or other document is enclosed, please refer to it for additional information.

For scheduled events, motion practices, recent opinions and other information, visit our web site at [www.ilnd.uscourts.gov](http://www.ilnd.uscourts.gov).

Case 1:07-cv-04692 Document 32 Filed 05/22/2009 Page 4 of 5

Order Form (11/21/05)

Case 1:07-cv-04692 Document 24 Filed 04/24/2009 Page 1 of 1

**United States District Court, Northern District of Illinois**

Name of Assigned Judge or Magistrate Judge	William J. Hibbler	Sitting Judge If Other than Assigned Judge	
CASE NUMBER	07 C 4692	DATE	4/24/2009
CASE TITLE	In Re: In Re: LEO STOLLER		

**DOCKET ENTRY TEXT**

Appellant's motion to reinstate [#4] is denied. Appellees presented valid objections to the motion and Appellant failed to respond in a timely manner. Appellant's motion for leave to file reply instanter [#20] is denied as untimely.

Docketing to mail notices.

Courtroom Deputy Initials:	JHC
----------------------------	-----

Case 1:07-cv-04692 Document 32 Filed 05/22/2009 Page 5 of 5

Case 1:07-cv-04692 Document 31 Filed 05/08/2009 Page 1 of 1  
Order Form (01/2005)

## United States District Court, Northern District of Illinois

MHN

Name of Assigned Judge or Magistrate Judge	William J. Hibbler	Sitting Judge if Other than Assigned Judge	
CASE NUMBER	07 C 4692	DATE	5/8/09
CASE TITLE	In Re: LEO STOLLER		

## DOCKET ENTRY TEXT:

Appellant's motion for leave to appeal *in forma pauperis* [28] is denied. The Court hereby certifies that this appeal is not taken in good faith.

■ [ For further details see text below.]

Docketing to mail notice.

## STATEMENT

The Court is convinced that appellant's appeal presents no substantial question for review and that an appeal will be futile. The Court has the duty, therefore, to certify that the appeal is not taken in good faith. *Davis v. U.S.*, 214 F.2d 594, 596 (7th Cir. 1954) (citing *Higgins v. Steele*, 195 F.2d 366, 369 (8th Cir. 1952)). "An appeal may not be taken in forma pauperis if the trial court certifies in writing that it is not taken in good faith." 28 U.S.C. § 1915(a)(3). Thus, the Court denies appellant's motion for leave to appeal *in forma pauperis*.



EXHIBIT 10

UNITED STATES COURT OF APPEALS FOR THE SEVENTH CIRCUIT

Everett McKinley Dirksen United States Courthouse  
Room 2722 - 219 S. Dearborn Street  
Chicago, Illinois 60604



Office of the Clerk  
Phone: (312) 435-5850  
[www.ca7.uscourts.gov](http://www.ca7.uscourts.gov)

CIRCUIT RULE 3(b) NOTICE

May 28, 2009

No.: 09-2385	IN RE: LEO D. STOLLER, Debtor - Appellant
--------------	--

Originating Case Information
District Court No: 1:07-cv-04692 Northern District of Illinois, Eastern Division Court Reporter Alexandra Roth Clerk/Agency Rep Michael W. Dobbins District Judge William J. Hibbler

Circuit Rule 3(b) empowers the clerk to dismiss an appeal if the docket fee is not paid within fourteen (14) days of the docketing of the appeal. This appeal was docketed on May 28, 2009. The District Court has indicated that as of May 28, 2009, the docket fee has not been paid. Depending on your situation, you should:

1. Pay the required \$450.00 docketing fee PLUS the \$5.00 notice of appeal filing fee to the District Court Clerk, if you have not already done so. The Court of Appeals cannot accept this fee. You should keep a copy of the receipt for your records.
2. File a motion to proceed on appeal in forma pauperis with the District Court, if you have not already done so. An original and three (3) copies of that motion, with proof of service on your opponent, is required. This motion must be supported by a sworn affidavit in the form prescribed by **Form 4** of the *Appendix of Forms to the Federal Rules of Appellate Procedure*

(as amended 12/01/98), listing the assets and income of the appellant(s).

3. If the motion to proceed on appeal in forma pauperis is denied by the district court, you must either pay the required \$450.00 docketing fee PLUS the \$5.00 notice of appeal filing fee to the District Court Clerk, within fourteen (14) days after service of notice of the action to the district court, or within thirty (30) days of that date, renew your motion to proceed on appeal in forma pauperis with this court.

If the motion is renewed in this court, it must comply with the terms of *Fed.R.App.P.* 24(a).

If one of the above stated actions is not taken, the appeal will be dismissed.

form name: c7\_DC\_Fee\_Notice\_Sent (form ID: 158)

EXHIBIT 11

APPEAL, SCHENKIER, TERMED

**United States District Court  
Northern District of Illinois - CM/ECF LIVE, Ver 3.2.3 (Chicago)  
CIVIL DOCKET FOR CASE #: 1:07-cv-04692**

in re; Leo Stoller  
Assigned to: Honorable William J. Hibbler  
Case in other court: 09-02385  
Cause: 28:0158 Notice of Appeal re Bankruptcy Matter (BAP)

Date Filed: 08/20/2007  
Date Terminated: 10/01/2007  
Jury Demand: None  
Nature of Suit: 422 Bankruptcy Appeal (801)  
Jurisdiction: Federal Question

**Plaintiff**

**Leo Stoller**

represented by **Leo Stoller**  
7115 West North Avenue  
Chicago, IL 60302  
(312) 545-4554  
PRO SE

**Service List**

represented by **Judge Schmetterer**  
United States Bankruptcy Court  
Chicago, IL 60604  
*ATTORNEY TO BE NOTICED*

**Kenneth S Gardner**  
Clerk  
US Bankruptcy Court  
219 South Dearborn Street  
Chicago, IL 60604  
312-435-5694  
*ATTORNEY TO BE NOTICED*

V.

**Trustee**

**Richard M Fogel**

represented by **Brian L. Shaw**  
Shaw Gussis Fishman Glantz Wolfson &  
Towbin LLC  
321 N. Clark St.  
Suite 800  
Chicago, IL 60654  
(312) 541-0151  
Email: bshaw100@shawgussis.com  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Janice A Alwin**  
Barack Ferrazzano Kirschbaum & Nagelberg  
LLP  
200 West Madison St  
Suite 3900

Chicago, IL 60606  
 312-629-7360  
 Fax: 312-984-6150  
 Email: janice.alwin@bfkn.com  
**ATTORNEY TO BE NOTICED**

**Patrick A Clisham**  
 Shaw Guissis Fishman Glantz Wolfson  
 321 North Clark Street  
 Suite 800  
 Chicago, IL 60610  
 (312)275-0584  
 Email: patrickclisham@hotmail.com  
**ATTORNEY TO BE NOTICED**

**Richard Allen Saldinger**  
 Shaw Gussis Fishman Glantz Wolfson &  
 Towbin LLC  
 321 N. Clark St.  
 Suite 800  
 Chicago, IL 60654  
 (312)541-0151  
 Email: rsaldinger@shawgussis.com  
**ATTORNEY TO BE NOTICED**

**Trustee****William T Neary**

represented by **Stephen G. Wolfe**  
 Dept. of Justice - U.S. Trustee  
 227 West Monroe Street  
 3350  
 Chicago, IL 60606  
 (312) 886-3320  
 Email: steve.g.wolfe@usdoj.gov  
**ATTORNEY TO BE NOTICED**

Date Filed	#	Docket Text
08/20/2007	<u>1</u>	APPEAL from U.S. Bankruptcy Court case number 05BK64075 consisting of Transmittal letter, Designation, Statement of Issues, Notice of Appeal and Certified Docket sheet. (1 vols.). (Judge Schmetterer) (gcy, ) (Entered: 08/21/2007)
08/20/2007	<u>2</u>	CIVIL Cover Sheet. (gcy, ) (Entered: 08/22/2007)
10/01/2007	<u>3</u>	MINUTE entry before Judge William J. Hibbler: This case is dismissed without prejudice. All pending dates and motions are terminated. Civil case terminated. Mailed notice (jdh) (Entered: 10/01/2007)
11/14/2008	<u>4</u>	MOTION by Plaintiff Leo Stoller to reinstate; Notice (gcy, ) (Entered: 01/06/2009)
01/13/2009	<u>5</u>	MINUTE entry before the Honorable William J. Hibbler: Status hearing set for 1/29/2009 at 10:00 AM. Mailed notice (jdh) (Entered: 01/13/2009)
01/28/2009	<u>6</u>	MINUTE entry before the Honorable William J. Hibbler: On the Court's own motion, the time for the status hearing is reset to 11:30 AM on 1/29/2009. Mailed notice (jdh) (Entered: 01/28/2009)

01/29/2009	<u>7</u>	MINUTE entry before the Honorable William J. Hibbler: Status hearing held and continued to 4/23/09 at 10:00 a.m. Appellees to file 10 page objections to Stoller's motion to reinstate by 2/19/09. Stoller to file response by 3/19/09. Appellees to reply by 04/02/09. Ruling by mail. (gcy, ) (Entered: 01/30/2009)
02/18/2009	<u>8</u>	OBJECTIONS by William T Neary to MOTION by Plaintiff Leo Stoller to reopen case <u>4</u> (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C, # <u>4</u> Exhibit D, # <u>5</u> Exhibit E, # <u>6</u> Exhibit F, # <u>7</u> Exhibit G, # <u>8</u> Exhibit H)(Wolfe, Stephen) (Entered: 02/18/2009)
02/19/2009	<u>9</u>	RESPONSE by Richard M Fogelin Opposition to MOTION by Plaintiff Leo Stoller to reopen case <u>4</u> (Attachments: # <u>1</u> Exhibit A)(Alwin, Janice) (Entered: 02/19/2009)
02/19/2009	<u>10</u>	OBJECTIONS of <i>Pure Fishing, Inc. to Debtor's Motions to Reinstate Appeals</i> (Factor, William) (Entered: 02/19/2009)
02/20/2009	<u>11</u>	ATTORNEY Appearance for Trustee Richard M Fogel by Brian L. Shaw (Shaw, Brian) (Entered: 02/20/2009)
03/18/2009	<u>12</u>	MOTION by Plaintiff Leo Stoller for extension of time (gcy, ) (Entered: 03/19/2009)
03/18/2009	<u>13</u>	NOTICE of Motion by Leo Stoller for presentment of plaintiff's motion for extension of time <u>12</u> before Honorable William J. Hibbler on 3/23/2009 at 09:30 AM. (gcy, ) (Entered: 03/19/2009)
03/23/2009	<u>14</u>	MINUTE entry before the Honorable William J. Hibbler: Appellant Stoller's Motion for extension of time <u>12</u> is granted. Stoller's responses to Appellees objection to be filed by 4/9/2009. Appellees' replies due by 4/22/2009. Ruling by mail.Mailed notice (jdh) (Entered: 03/23/2009)
04/06/2009	<u>15</u>	MOTION by Plaintiff Leo Stoller to stay the Court's decision on the U.S. Trustee's objection to Debtor's motion to reinstate pending the Seventh Circuit decision on related appeal no. 08-4240. (gcy, ) (Entered: 04/06/2009)
04/06/2009	<u>16</u>	NOTICE of Motion by Leo Stoller for presentment of Leo Stoller's motion to stay <u>15</u> before Honorable William J. Hibbler on 4/13/2009 at 09:30 AM. (gcy, ) (Entered: 04/06/2009)
04/08/2009	<u>17</u>	MINUTE entry before the Honorable William J. Hibbler: Appellant's Motion to stay this Court's decision on the U.S. Trustee's objection to appellant's motion to reinstate pending the Seventh Circuit's ruling will have no effect on motions pending before this court. Mailed notices (gcy, ) (Entered: 04/09/2009)
04/10/2009	<u>18</u>	WITHDRAWING <i>William J. Factor</i> as counsel for Creditor Pure Fishing, Inc. and substituting Sara E. Lorber as counsel of record (Lorber, Sara) (Entered: 04/10/2009)
04/14/2009	<u>19</u>	MINUTE entry before the Honorable William J. Hibbler; William J. Factor is given leave to withdraw as counsel for Pure Fishing, Inc.Mailed notice (mjc, ) (Entered: 04/15/2009)
04/22/2009	<u>20</u>	MOTION by Plaintiff Leo Stoller for leave to file reply instantner. (gcy, ) (Entered: 04/23/2009)
04/22/2009	<u>21</u>	NOTICE of Motion by Leo Stoller for presentment of pro se motion for leave to file reply instantner <u>20</u> before Honorable William J. Hibbler on 4/27/2009 at 09:30 a.m. (gcy, ) (Entered: 04/23/2009)
04/22/2009	<u>22</u>	REPLY to United States Trustee's objection to appellant's motion to reinstate by Leo Stoller (gcy, ) (Entered: 04/23/2009)
04/23/2009	<u>23</u>	MINUTE entry before the Honorable William J. Hibbler: Status hearing held on 4/23/2009. Appellant does not appear. No notice (jdh) (Entered: 04/24/2009)
04/24/2009	<u>24</u>	MINUTE entry before the Honorable William J. Hibbler: Appellant's motion to reinstate [#4]



		is denied. Appellees presented valid objections to the motion and Appellant failed to respond in a timely manner. Appellant's for leave to file reply instanter [#20] is denied as untimely. Mailed notices (gcy, ) (Entered: 04/27/2009)
04/29/2009	<u>25</u>	MOTION by Plaintiff Leo Stoller for reconsideration and/or Rule 60, Relief from Judgment or order by Plaintiff Leo Stoller. (gcy, ) (Entered: 04/30/2009)
04/29/2009	<u>26</u>	NOTICE of Motion by Leo Stoller for presentment of Pro Se's motion for reconsideration, and/or Rule 60, Relief from Judgment or order <u>25</u> before Honorable William J. Hibbler on 5/4/2009 at 09:30 AM. (gcy, ) (Entered: 04/30/2009)
04/30/2009	<u>27</u>	MINUTE entry before the Honorable William J. Hibbler: Appellant's Motion for reconsideration and/or relief from judgment or order <u>25</u> is denied. Mailed notice (jdh) (Entered: 05/01/2009)
05/06/2009	<u>28</u>	MOTION by Plaintiff Leo Stoller for leave to appeal in forma pauperis. (Poor Quality Original - Paper Document on File). (gcy, ) (Entered: 05/07/2009)
05/06/2009	<u>29</u>	NOTICE of Motion by Leo Stoller for presentment of motion for leave to appeal in forma pauperis <u>28</u> before Honorable William J. Hibbler on 5/11/2009 at 09:30 AM. (gcy, ) (Entered: 05/07/2009)
05/08/2009	<u>30</u>	RESPONSE by Richard M Fogelin Opposition to MOTION by Plaintiff Leo Stoller for leave to appeal in forma pauperis <u>28</u> (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B)(Clisam, Patrick) (Entered: 05/08/2009)
05/08/2009	<u>31</u>	MINUTE entry before the Honorable William J. Hibbler: Appellant's Motion for leave to appeal in forma pauperis <u>28</u> is denied. The Court hereby certifies that this appeal is not taken in good faith. [For further details see text below]. Mailed notices (gcy, ) (Entered: 05/11/2009)
05/22/2009	<u>32</u>	NOTICE of appeal by Leo Stoller regarding orders <u>31</u> . (Fee Due) (gej, ) (Entered: 05/28/2009)
05/22/2009	<u>33</u>	DOCKETING Statement by Leo Stoller regarding notice of appeal <u>32</u> . (gej, ) (Entered: 05/28/2009)
05/22/2009	<u>34</u>	DESIGNATION of Content by Leo Stoller of record on appeal. (gej, ) (Entered: 05/28/2009)
05/28/2009	<u>35</u>	NOTICE of Appeal Due letter sent to counsel of record. (gej, ) (Entered: 05/28/2009)
05/28/2009	<u>36</u>	TRANSMITTED to the 7th Circuit the short record on notice of appeal <u>32</u> . Notified counsel (gej, ) (Entered: 05/28/2009)
05/29/2009	<u>37</u>	ACKNOWLEDGEMENT of receipt of short record on appeal regarding notice of appeal <u>32</u> ; USCA Case No. 09-2385.(rp, ) (Entered: 06/01/2009)
05/29/2009	<u>38</u>	CIRCUIT Rule 3(b) Notice.(rp, ) (Entered: 06/01/2009)
07/08/2009	<u>39</u>	NOTICE by Stephen G. Wolfe of Change of Address (Wolfe, Stephen) (Entered: 07/08/2009)

EXHIBIT 12

UNITED STATES PATENT AND TRADEMARK OFFICE  
Trademark Trial and Appeal Board  
P.O. Box 1451  
Alexandria, VA 22313-1451

Baxley

Mailed: June 26, 2008

Cancellation No. 92045778

The Society for the Prevention  
of Trademark Abuse, LLC  
(substituted for Central Mfg.  
Co. (Inc.) as party plaintiff)

v.

Google Inc.

**By the Trademark Trial and Appeal Board:**

On April 23, 2008, Leo Stoller filed a motion to intervene in this proceeding. The motion has been fully briefed.

Regardless of the outcome of Mr. Stoller's motion to intervene in the civil action styled *Google, Inc. v. Central Mfg. Inc. and Stealth Industries, Inc.*, Case No. 07 C 0385, filed in the United States District Court for the Northern District of Illinois, there is no provision for intervention by outside parties in Board proceedings. See *Lukens, Inc. v. Vesper Corporation*, 1 USPQ2d 1299, 1301 (TTAB 1986). Accordingly, the motion to intervene is denied.

On September 6, 2007, The Society for the Prevention of Trademark Abuse, LLC filed: 1) a motion to be substituted as party plaintiff in this case; and 2) a withdrawal of all

**Cancellation No. 92045778**

pending motions in this case and of the opposition with prejudice. The Board will first consider Society's motion to be substituted as party plaintiff herein. A copy of a document reflecting the assignment of the assets of Mr. Stoller, including all stock in Central Mfg. Co. (Inc.) ("Central"), from Richard M. Fogel as Trustee of the Chapter 7 Bankruptcy Estate of Mr. Stoller to Society was submitted as an exhibit to Society's motion to be substituted. Another copy of that document is recorded with the USPTO's Assignment Branch at Reel 3605, Frame 0494. See TBMP Section 512.01 (2d ed. rev. 2004). Because applicant does not object to the substitution sought and the assignment in question involves all the assets of Central, that motion is granted as well-taken and as conceded. See Trademark Rule 2.127(a). Society is hereby substituted for Central as the party plaintiff herein.

On September 3, 2007, Mr. Stoller filed with the Board a copy of the disciplinary complaint that he filed on September 3, 2007 with the USPTO's Office of Enrollment and Discipline. However, such filing does not warrant further delay of this proceeding.

In view of the withdrawal of the petition to cancel with prejudice that Society filed, the petition is dismissed with prejudice. All pending matters herein are moot.

Cancellation No. 92045778

A copy of this order has been sent to respondent and the following parties:

Lance G. Johnson  
Roylance, Abrams, Berdo & Goodman LLP  
1300 19th Street NW, Suite 600  
Washington, DC 20036

Leo Stoller  
Central Mfg. Co.  
7115 W. North Avenue, #272  
Oak Park, IL 60302

Janice A. Alwin, counsel for trustee  
Shaw, Gussis, Fishman, Glanz, Wolfson & Towbin LLC  
321 N. Clark Street, Suite 800  
Chicago, IL 60610

UNITED STATES PATENT AND TRADEMARK OFFICE  
Trademark Trial and Appeal Board  
P.O. Box 1451  
Alexandria, VA 22313-1451

Baxley

Mailed: May 20, 2008

Opposition No. 91167086

The Society for the Prevention  
of Trademark Abuse  
(substituted for Central Mfg.  
Co. as party plaintiff)

v.

Fairchild Semiconductor  
Corporation

**By the Trademark Trial and Appeal Board:**

The following matters are pending before the Board:

(1) applicant's express abandonment (filed August 28, 2006) of its involved application Serial No. 76093041; (2) applicant's motion (filed August 28, 2006) to dismiss based on the parties' settlement agreement; (3) Central Mfg. Co.'s ("Central") motion (filed September 7, 2006) to suspend pending final determination of a bankruptcy proceeding involving Leo D. Stoller ("Stoller"), Case No. 05 B 64075, filed in the United States Bankruptcy Court for the Northern District of Illinois; (4) the Society for the Prevention of Trademark Abuse's ("Society") motion (filed September 24, 2007) to be substituted as the party plaintiff herein; and (5) Society's withdrawal (filed September 24, 2007) of the opposition with prejudice.

The Board will first consider Society's motion to be substituted as party plaintiff herein. A copy of a document reflecting the assignment of the assets of Leo Stoller, including all the stock of Central Mfg. Co., from Richard M. Fogel as Trustee of the Chapter 7 Bankruptcy Estate of Leo D. Stoller to Society was submitted as an exhibit to Society's motion to be substituted. Another copy of that document is recorded with the USPTO's Assignment Branch at Reel 3605, Frame 0494. See TBMP Section 512.01 (2d ed. rev. 2004). Because applicant consents to the substitution sought, that motion is granted as well-taken and as consented. Society is hereby substituted for Central as the party plaintiff herein.

The Board turns next to Central's motion to suspend. In view of the lifting of the stay and final determination of the bankruptcy proceeding, the motion to suspend is moot.

In view of Society's withdrawal of the opposition with prejudice and applicant's express abandonment of the involved application, involved application Serial No. 76093041 stands abandoned, and the opposition is dismissed with prejudice.<sup>1</sup>

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<sup>1</sup> Applicant's motion to dismiss is moot.



UNITED STATES PATENT AND TRADEMARK OFFICE  
Trademark Trial and Appeal Board  
P.O. Box 1451  
Alexandria, VA 22313-1451

Baxley

Mailed: June 19, 2008

Opposition No. 91167658

The Society for the Prevention  
of Trademark Abuse, LLC  
(substituted for Central Mfg.  
Co. as party plaintiff)

v.

Surgical Navigation  
Technologies, Inc.

**By the Trademark Trial and Appeal Board:**

On November 3, 2007, Leo Stoller filed a motion for motion for reconsideration of the October 19, 2007 order and to intervene herein. The Board's October 19, 2007 order is vacated.

On September 19, 2007, The Society for the Prevention of Trademark Abuse, LLC's ("Society") filed a motion to be substituted for Central Mfg. Co. as party plaintiff herein and a withdrawal of the opposition with prejudice.

The Board will first consider Society's motion to be substituted as party plaintiff herein. A copy of a document reflecting the assignment of the assets of Leo Stoller, including Central Mfg. Co., an unregistered company name used by Mr. Stoller for his personal business activities, from Richard M. Fogel as Trustee of the Chapter 7 Bankruptcy

**Opposition No. 91167658**

Estate of Mr. Stoller to Society was submitted as an exhibit to Society's motion to be substituted. Another copy of that document is recorded with the USPTO's Assignment Branch at Reel 3605, Frame 0494.<sup>1</sup> See TBMP Section 512.01 (2d ed. rev. 2004). Because applicant does not object to the substitution sought and the assignment in question involves all the assets of Central Mfg. Co., that motion is granted as well-taken and as conceded. See Trademark Rule 2.127(a). Society is hereby substituted for Central Mfg. Co. as the party plaintiff herein.

With regard to the motion to intervene, however, there is no provision for intervention by outside parties in Board proceedings. See *Lukens, Inc. v. Vesper Corporation*, 1 USPQ2d 1299, 1301 (TTAB 1986). Moreover, Mr. Stoller's

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<sup>1</sup> On April 14, 2008, Christopher Stoller Pension and Profit Sharing Plan ("Pension") recorded a series of assignment documents at Reel 3759, Frame 0016 and asserted ownership of the pleaded registrations. However, the United States Bankruptcy Court for the Northern District of Illinois previously determined that such registrations were part of the bankruptcy estate of Leo D. Stoller and, in an August 8, 2007 order, authorized the bankruptcy trustee to sell Stoller's assets, including such registrations, to Society. The bankruptcy court's rulings are binding upon the Board. See, e.g., *Goya Foods Inc. v. Tropicana Products Inc.*, 846 F.2d 848, 6 USPQ2d 1950 (2d Cir. 1988). Moreover, those registrations were cancelled as a result of an entry of judgment by the United States District Court for the Northern District of Illinois in *Central Mfg. Co. v. Pure Fishing, Inc.*, Case No. 05 C 7255, which was affirmed by the United States District Court for the Seventh Circuit. Accordingly, the assignment documents that Pension recorded will receive no consideration.

**Opposition No. 91167658**

rights in the pleaded marks were assigned to Society.  
Accordingly, the motion to intervene is denied.

In view of the withdrawal of the opposition with  
prejudice that Society filed, the opposition is dismissed  
with prejudice.

All other pending matters in this case are moot.

A copy of this order has been sent to applicant and the  
following parties:

Lance G. Johnson  
Roylance, Abrams, Berdo & Goodman LLP  
1300 19th Street NW, Suite 600  
Washington, DC 20036

Leo Stoller  
Central Mfg. Co.  
7115 W. North Avenue, #272  
Oak Park, IL 60302

Janice A. Alwin, counsel for trustee  
Shaw, Gussis, Fishman, Glanz, Wolfson & Towbin LLC  
321 N. Clark Street, Suite 800  
Chicago, IL 60610

EXHIBIT 13

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## Entity Details

File Number:	2127766	Incorporation Date / Formation Date:	06/01/1987 (mm/dd/yyyy)
Entity Name:	CENTRAL MFG. INC.		
Entity Kind:	CORPORATION	Entity Type:	GENERAL
Residency:	DOMESTIC	State:	DE
Status:	DISSOLVED	Status Date:	01/29/2008

## REGISTERED AGENT INFORMATION

Name:	CENTRAL MFG. INC.		
Address:	6 GREGORY COURT		
City:	DOVER	County:	KENT
State:	DE	Postal Code:	19904
Phone:			

Additional Information is available for a fee of \$20.00. This information will include current franchise tax assessment, current filing history and more..

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## Entity Details

File Number:	2045159	Incorporation Date / Formation Date:	09/27/1984 (mm/dd/yyyy)
Entity Name:	STEALTH INDUSTRIES, INC.		
Entity Kind:	CORPORATION	Entity Type:	GENERAL
Residency:	DOMESTIC	State:	DE
Status:	DISSOLVED	Status Date:	04/24/2008

## REGISTERED AGENT INFORMATION

Name:	CENTRAL MFG. INC.		
Address:	40 E. MAIN STREET PO BOX 184		
City:	NEWARK	County:	NEW CASTLE
State:	DE	Postal Code:	19711
Phone:			

Additional Information is available for a fee of \$20.00. This information will include current franchise tax assessment, current filing history and more..

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EXHIBIT 15

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IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

In re:	)	Case No. 05 B 64075
	)	Chapter 13
LEO STOLLER,	)	
	)	Hon. Jack B. Schmetterer
Debtor.	)	
	)	Presentment Date: August 23, 2006
	)	Presentment Time: 9:30 a.m.

**MOTION OF GOOGLE INC. FOR ORDER DECLARING PROPOSED SUIT  
TO BE OUTSIDE SCOPE OF STAY OR, IN THE ALTERNATIVE, MODIFYING STAY**

Google Inc. ("Google") respectfully requests that the Court declare that its anticipated lawsuit (the "Proposed Action") against Leo Stoller ("Stoller" or "Debtor"), Central Mfg. Inc. ("Central Mfg.") and Stealth Industries, Inc. ("Stealth") is outside the scope of the automatic stay under Section 362(d) of the United States Bankruptcy Code (11 U.S.C. § 362(d)) or, in the alternative, that the Court modify the stay for cause to allow Google to proceed with its Proposed Action. In support of its requested relief, Google states and alleges as follows.

**Preliminary Statement**

1. As explained in Google's Complaint for the Proposed Action,<sup>1</sup> Debtor, Central Mfg. and Stealth are engaged in a pattern of illegal conduct that targets Google. Google has no alternative but to file suit to put a stop to it. Among other things, Debtor, Central Mfg. and Stealth have been fraudulently holding themselves out as variously named "Google" entities, including through the use of fabricated commercial documents such as company letterhead. They also continue to falsely claim in advertising materials that they own rights to, and offer for license to third parties, the GOOGLE mark and falsely assert that they indeed have even cancelled Google's federal trademark registration for the GOOGLE mark. This is despite the fact that not only have Google's federal registrations for GOOGLE not been cancelled, but the Trademark Trial and Appeal Board ("TTAB") has found Debtor's and his companies' claims of ownership to the GOOGLE mark to be wholly groundless and to have been made for the

<sup>1</sup> A copy of the Complaint for the Proposed Action (the "Complaint") is attached as Exhibit 1 to the Declaration of Michael T. Zeller, dated August 17, 2006 and filed concurrently herewith ("Zeller Dec.").

"improper purpos[e]" of seeking to "harass" Google as well as many others "to pay [Debtor] to avoid litigation or to license one of the marks in which [Debtor] assert[s] a baseless claim of rights."<sup>2</sup> The ongoing acts by Debtor, Central Mfg. and Stealth constitute false advertising in violation of the Lanham Act, 15 U.S.C. § 1125(a)(1)(B), violations of the Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. § 1961 *et seq.*, and unfair competition. It is for this conduct, as set forth in the Complaint, that Google proposes to sue Debtor, Central Mfg. and Stealth for injunctive and monetary relief.

2. Google respectfully asks the Court to declare that the automatic stay is not applicable to its Proposed Action under Section 362(a) because the Proposed Action was not and could not have been commenced before the Petition Date. Debtor filed in this Court a voluntary petition for relief under Chapter 13 of the Bankruptcy Code (the "Petition") on December 20, 2005 (the "Petition Date"). The acts alleged in the Proposed Action to constitute false advertising occurred entirely after the Petition Date and thus could not have been the subject of a claim by Google prior to that time. Likewise, Google could not have brought its RICO claim before the Petition Date since it did not arise until later for the independent reasons that (1) Google did not begin suffering damage until after the Petition Date and (2) the second predicate act necessary to establish a RICO claim occurred post-Petition. Under these circumstances, Google's claims are considered post-Petition and thus not subject to the automatic stay.<sup>3</sup> Furthermore, even apart from the post-Petition accrual of Google's claims, Debtor, Central Mfg. and Stealth all have taken the position that Section 362's automatic stay does not apply to entities such as Central Mfg. and Stealth. Thus, there could be no dispute here that the Proposed Action can commence against Central Mfg. and Stealth notwithstanding the automatic stay.

3. In the alternative, in the event that the Court believes the automatic stay applies to the Proposed Action in whole or in part, there is "cause" under Section 362(d)(1) to modify any such stay so that Google can proceed. Neither fairness nor law justify allowing Debtor to continue to damage Google with impunity. The purpose of the Bankruptcy Code is to protect the innocent, yet unfortunate, debtor. Debtor in this case is neither, and clearly the automatic stay is not designed to provide Debtor with a safe haven for his continuing fraudulent conduct and

<sup>2</sup> For this reason, as discussed below, TTAB recently dismissed outright a sham legal proceeding that Debtor and Central Mfg. had brought against Google.

<sup>3</sup> The Complaint for the Proposed Action does discuss certain pre-Petition acts, but as explained further below that does not mean Google's claims accrued then.

racketeering activities. Indeed, as the Court is aware, such misdeeds by Debtor, Central Mfg. and Stealth are unfortunately not an isolated episode, but an extension of their extortion racket that numerous judges in this Circuit and District have condemned. In short, because Google will continue to be irreparably damaged if the Proposed Action is delayed, whereas Debtor will not suffer any cognizable harm if he is forced to account for and cease his unlawful activities against Google, the equities strongly favor allowing Google to proceed with its Proposed Action. Debtor also brought his Petition in bad faith, which further supports any necessary modification of the stay.

#### Jurisdiction and Venue

4. This Court has jurisdiction of this matter pursuant to 28 U.S.C. §§ 1334(a) and (b) and 157(a). This motion is a "core proceeding" in which the Court is entitled to enter a final order under 28 U.S.C. §§ 1334 and 157(b)(2)(G), 11 U.S.C. § 362(d) and Bankruptcy Rules 4001 and 9014. *In re Benalcazar*, 283 B.R. 514, 521-22 (Bankr. N.D. Ill. 2002).

5. Venue is proper in this Judicial District pursuant to 28 U.S.C. §§ 1408 and 1409.

#### Argument

#### I. THE PROPOSED ACTION IS NOT SUBJECT TO THE AUTOMATIC STAY.

##### A. Because Google's Claims Accrued After The Petition Date, They Could Not Have Been Brought Pre-Petition And Are Not Within The Scope Of The Automatic Stay.

6. 11 U.S.C. § 362 defines the scope of the automatic stay. By its terms, Section 362(a)(1) states in relevant part that it prohibits "the commencement . . . of a judicial . . . action or proceeding against the debtor that was or could have been commenced before the commencement of the case under this title, or to recover a claim against the debtor that arose before the commencement of the case under this title." Accordingly, claims that arise after the filing of a bankruptcy petition are not subject to this automatic stay provision. *E.g., In re Anderson*, 23 B.R. 174, 175 (Bankr. N.D. Ill. 1982) ("The automatic stay provisions of Section 362(a)(1), (5), (6) and (7) have been held to be inapplicable to proceedings commenced after the filing of the Chapter 13 proceedings."); *see also Bellini Imports, Ltd v. The Mason & Dixon Lines, Inc.*, 944 F.2d 199, 201 (4th Cir. 1991); *In re Gull Air, Inc.*, 890 F.2d 1255, 1263 (1st Cir. 1989) ("proceedings or claims arising post-petition are not subject to the automatic stay."); *In re M. Frenville Co.*, 744 F.2d 332, 335 (3d Cir. 1984) ("[o]nly proceedings that could have been

commenced or claims that arose before the filing of the bankruptcy petitions are automatically stayed"); *In re Koop*, 2002 WL 1046700, at \*3 (Bankr. N.D. Ill. May 23, 2002).

7. Google's claims in the Proposed Action accrued after the Petition Date and thus are not within the scope of the automatic stay. Each claim is discussed in turn below.

1. **Google's False Advertising Claim Arose Post-Petition.**

8. Count I of the Complaint asserts against Debtor, Central Mfg. and Stealth a claim for false advertising under the Lanham Act. As 15 U.S.C. § 1125(a)(1)(B) states in pertinent part that "[a]ny person" who "in commercial advertising or promotion, misrepresents the nature, characteristics, qualities, or geographic origin of his or her or another person's goods, services, or commercial activities, shall be liable in a civil action by any person who believes that he or she is or is likely to be damaged by such act."

9. As set forth in the Complaint for the Proposed Action, Debtor, Central Mfg. and Stealth have made such false and misleading representations in their advertising and promotional materials. Each of those operative acts also occurred after the Petition Date. More specifically, the unlawful acts of false advertising alleged in the Proposed Action are:

(a) Beginning on or about April 20, 2006 and continuing through the present, Debtor, Central Mfg. and Stealth have falsely represented on the commercial rentmark.blogspot.com web site that "STOLLER CANCELS THE GOOGLE TRADEMARK." (Complaint, ¶ 42(c) & Exh. P thereto).

(b) This was followed shortly, beginning on or about April 28, 2006 and continuing through the present, by the dissemination of false advertisements by Debtor and Stealth on the commercial rentamark.com web site that "GOOGLE" was, and remains, among the marks that they purport to "own and control" and purport to offer for licensing to third parties. (*Id.*, ¶ 40 & Exh. M thereto).

(c) Also beginning on or about April 20, 2006 and through the present, Debtor, Central Mfg. and Stealth have falsely represented on the commercial rentmark.blogspot.com web site that "Stoller has thus far prevailed in over 90% of its [*sic*] police actions against third party infringers. Companies like Wal-Mart, K-Mart and hundreds of other well known American companies have acknowledged Stoller's superior rights to its [*sic*] marks as a result of trademark litigation." (*Id.*, ¶ 42(b) & Exh. P thereto). Beginning on or about June 16, 2006 and continuing through the present, Debtor, Central Mfg. and Stealth also have been falsely representing on the

commercial [www.rentmark.blogspot.com](http://www.rentmark.blogspot.com) web site that "Leo Stoller has participated in over 200 inter party [sic] proceedings over 25 years prevailing in [sic] over 95% of the time and over 60 district court trademark cases." (*Id.*, ¶ 42(d) & Exh. Q thereto).

10. Because Google could not have sued for false advertising until Debtor, Central Mfg. and Stealth began disseminating these false representations in or after April 2006 in a manner that was calculated to damage Google -- well after the Petition Date -- there can be no question that Google's claim in Count I is not subject to the automatic stay of Section 362(a)(1). *See Keller Medical Specialties Products v. Armstrong Medical Indus., Inc.*, 1992 WL 390733, at \*3-4 (N.D. Ill. 1992) (Lanham Act cause of action arises when plaintiff discovers injury from act of defendant).

## 2. Google's RICO Claim Accrued Post-Petition.

11. Count II of the Complaint for the Proposed Action alleges RICO violations by Debtor, Central Mfg. and Stealth. RICO makes unlawful the operation of an "enterprise" by means of a "pattern" of racketeering activity. 18 U.S.C. § 1962(a)-(d). As the Seventh Circuit has held, the elements of a civil RICO claim are "1) a violation of the RICO statute, including proof that the defendant has participated in a pattern of racketeering, and 2) an injury to business or property." *McCool v. Strata Oil Co.*, 972 F.2d 1452, 1464 (7th Cir. 1992). Accordingly, a RICO claim accrues "when the plaintiff discovers her injury, even if she has not yet discovered the pattern of racketeering." *Id.* at 1465. Moreover, "[t]here must, of course, be a pattern of racketeering before the plaintiff's RICO claim accrues, and this requirement might delay accrual until after the plaintiff discovers her injury." *Id.* "Racketeering" activity is any of a number of "predicate" offenses specified in 18 U.S.C. § 1961(a), which pertinent here include mail fraud, wire fraud and violation of state extortion laws. "A 'pattern' is (loosely) defined as 'at least two acts of racketeering activity . . . the last of which occurred within ten years . . . after the commission of a prior act of racketeering activity.'" *McCool*, 972 F.2d at 1464 (quoting 18 U.S.C. § 1961(5)).

12. The Complaint for the Proposed Action asserts the following predicate racketeering acts by Debtor, Central Mfg. and Stealth:

(a) Acts And Threats Involving Extortion. The Complaint alleges as predicate acts that Debtor, Central Mfg. and Stealth engaged in extortion which is chargeable under State law and punishable by imprisonment for more than one year as set forth in 18 U.S.C. § 1961(1).



These include: (i) their November 29, 2005 letter from a bogus entity called "GOOGLE BRAND PRODUCTS & SERVICES" that contained threats to bring sham legal proceedings and to otherwise harass Google unless it paid them \$100,000 or else ceased use of the GOOGLE mark in connection with Google's business (Complaint, ¶ 44(a) & Exh. I thereto);<sup>4</sup> (ii) their subsequent initiation, on March 1, 2006, of sham legal proceedings against Google in TTAB, which TTAB subsequently dismissed because it was predicated on a claim of right to the "Google" mark by Debtor and Central Mfg. that was "baseless" (*id.*, ¶¶ 28(a), 41(b) & Exhs. E, N thereto); (iii) their February 9, 2006 email threatening to publicize their groundless allegations, which they claimed would mean "Google's stock won't be worth \$5.00 a share" and would result in "the total destruction" of Google (*id.*, ¶ 44(c) & Exh. R thereto); (iv) their March 2, 2006 email again threatening to publicize their allegations with the avowed intention of "driv[ing] down Google stock price" (*id.*, ¶ 44(d) & Exh. S thereto); and (v) their email of March 31, 2006 which threatened to "refe[r]" Plaintiff's executives "to the US Attorney for a perjury charge should they lie under oath." (*Id.*, ¶ 44(b) & Exh. O thereto).

(b) Acts Involving Wire And Mail Fraud. The Complaint also alleges predicate acts of wire and mail fraud by Debtor, Central Mfg. and Stealth. *See* 18 U.S.C. §§ 2, 1341 & 1343. These include: (i) their November 29, 2005 letter described above and its attachments (*id.*, ¶ 40 & Exh. I thereto); (ii) their sham legal proceedings in TTAB described above (*id.*, ¶¶ 28(a), 41(b) & Exhs. E, N thereto); (iii) the March 31, 2006 email from Debtor touting its supposed litigation success statistics (*id.*, ¶ 44(b) & Exh. O thereto); (iv) their multiple fraudulent mail and wire communications in or about April 2006 purporting to be from a bogus business entity variously called "GOOGLE LICENSING [sic]" and "GOOGLE™ BRAND TRADEMARK LICENSING" (*id.*, ¶¶ 38-39 & Exhs. J-L thereto); and (v) their fraudulent statements beginning on or about April 28, 2006 and through the present that Debtor and Stealth "own and control," and license to third parties, the "GOOGLE" mark (*id.*, ¶ 40 & Exh. M thereto).

13. As is evident from these dates and the law cited above, Google's RICO claim did not arise until after the December 20, 2005 Petition Date. Although the proposed defendants' letter dated November 29, 2005 does qualify as their first predicate act, Google plainly could not have sued for their violation of RICO at that time for at least two, separate reasons.

<sup>4</sup> Also according to the letter, this purported company had been operating "SINCE 1981." *See* Exh. I to Complaint (capitalization in original).



14. First, merely because the first RICO predicate act targeting Google occurred by letter dated November 29, 2005 -- shortly before the Petition Date -- does not in itself render the RICO claim pre-petition. *See Anderson*, 23 B.R. at 175 (post-petition breach of contract deemed to be outside scope of automatic stay even though contract was executed pre-petition; "[t]he fact that a contract was executed among the parties" pre-petition "is not sufficient basis to hold that the claim arose prior to the filing."); *see also In re M. Frenville Co.*, 744 F.2d at 335 ("Pre-petition acts by a debtor, by themselves, are not sufficient to cause the automatic stay to apply."). Under the law, Google's RICO claim did not accrue until it had discovered its injury. *McCool*, 972 F.2d at 1465. In this case, that did not occur until the very earliest (even as to the first predicate act consisting of the November 29, 2005 letter) until approximately January 12, 2006 when Google was forced to begin incurring out-of-pocket fees and costs in order to initially investigate the representations set forth in the letter and when Google subsequently ascertained they were false by approximately January 26, 2006. Because Google's discovery of its injury was after the Petition Date, Google's RICO claim could not have been brought before then and is not subject to the automatic stay.

15. Second, and independently, Google's RICO claim could not have accrued before the Petition Date because "[t]here must, of course, be a pattern of racketeering before the plaintiff's RICO claim accrues, and this requirement might delay accrual until after the plaintiff discovers her injury." *McCool*, 972 F.2d at 1465. Put differently, Google could not have sued on its RICO claim until (at a minimum) the second predicate act occurred. *See id.*; *see also Bygrave v. Van Reken*, 238 F.3d 419, 2000 WL 1769587, at \*4 (6th Cir. 2000) (unpublished disposition) (plaintiff "had no viable RICO claim at that time, because no second predicate act had yet occurred."); *Matthews v. Kidder, Peabody & Company, Inc.*, 2000 WL 33726916, at \*13 (W.D. Pa. Aug. 18, 2000) ("Since the pattern requirement of a RICO claim depends on the commission of two or more predicate acts, a cause of action in that case would not accrue until the occurrence of the second act"); *Poling v. K. Hovnanian Enterprises*, 99 F. Supp. 2d 502, 510-11 (D.N.J. 2000) (same, and noting that second predicate act is "necessary to establish the pattern"). As such, because the second predicate act did not occur until the February 9, 2006 email, Google again could not have commenced suit on its RICO claim before the Petition Date

and the automatic stay does not apply to Google's RICO claim for this further, dispositive reason.<sup>5</sup>

**3. Google's Unfair Competition Claim Arose Post-Petition.**

16. Count III of the Complaint for the Proposed Action is an unfair competition claim against Debtor, Central Mfg. and Stealth. The acts of unfair competition alleged in the Complaint are those previously described above. (See Complaint, ¶¶ 59-60.)

17. An unfair competition claim does not arise until, *inter alia*, the plaintiff discovers its injury. *E.g., Highsmith v. Chrysler Credit Corp.*, 18 F.3d 434, 441 (7th Cir. 1994) (unfair competition claim "accrues when the plaintiff 'knows or reasonably should know of his injury and also knows or reasonably should know that it was wrongfully caused.'" (quoting and citing *Knox College v. Celotex Corp.*, 88 Ill.2d 407, 415, 430 N.E.2d 976, 980 (1981) and *Midland Management Corp. v. Computer Consoles Inc.*, 837 F. Supp. 886 (N.D. Ill. 1993) (Posner, J., sitting by designation))).

18. As discussed above, Google discovered that it had been injured after the Petition Date. Thus, Google's unfair competition claim likewise arose after the Petition Date and is not subject to the automatic bankruptcy stay.

**B. Debtor Himself Has Asserted In Other Litigation That The Automatic Stay Does Not Apply To Central Mfg. Or Stealth.**

19. Debtor cannot dispute that the Proposed Action should be allowed to proceed against Central Mfg. and Stealth. He himself, along with Central Mfg. and Stealth, asserted in the *Pure Fishing* action earlier this year that the automatic bankruptcy stay did not apply at all to either Central Mfg. or Stealth:

[I]t is clear from a plain reading of § 362(a) that the automatic stay applies only to the bankrupt party. 11 U.S.C. § 362(a)(1); *see also, Lee v. RCN Corp.*, 2004 U.S. Dist. LEXIS 18941 (N.D. Ill. 2004) (citing *Fox Valley Constr. Workers v. Pride of the Fox Masonry*, 140 F.3d 61, 666 [*sic*] (7th Cir. 1998)). This comports with the overall purpose

<sup>5</sup> As the discussion above makes clear, even though the Complaint does allege various other pre-Petition Date acts by Debtor and others (including some as early as the 1990 time period), those allegations do not transmogrify Google's claims into pre-petition ones. They are included to prove such matters as the proposed defendants' fraudulent intent and lack of mistake and, furthermore, to establish such matters as continuity and relationship as part of the later pattern of RICO predicate acts that targeted Google. To state the obvious, Google could not have sued Debtor, Central Mfg. and Stealth under any plausible scenario for RICO violations until it was injured by their misconduct and then discovered its injury beginning in January 2006 and until they committed their second predicate act in February 2006.

of the statute since that particular section was not designed to afford collateral benefits to non-bankrupt parties involved in litigation with the debtor as party defendants or as co-defendants. *Id.* In fact, the overwhelming majority of courts have held that the lawsuit is only stayed as to the bankrupt party and not as to the non-bankrupt co-defendants. In re Richard B. Vance & Co., 289 B.R. 692, 696-97 (citing, *inter alia*, Pitts v. Unarco Industries, 698 F.2d 313 (7th Cir. 1983); Sav-a-Trip, Inc. v. Belfort, 164 F.3d 1137 (8th Cir. 1999); In re Miller, 262 B.R. 499 (9th Cir. BAP 2001); Lukas, Nace, Gutierrez & Sachs, Chartered v. Havens, 245 B.R. 180 (D.D.C. 2000)).<sup>6</sup>

20. Having persuaded Judge Lindenberg that the automatic stay did not apply to Central Mfg. or Stealth,<sup>7</sup> Debtor cannot take a contrary tact here without running afoul of the doctrine of judicial estoppel. Johnson v. ExxonMobil Corp., 426 F.3d 887, 891 (7th Cir. 2005) ("The doctrine of judicial estoppel prevents a party from adopting a position in a legal proceeding contrary to a position successfully argued in an earlier legal proceeding."); *see also Cannon-Stokes v. Potter*, — F.3d —, 2006 WL 1816010, at \*1-2 (7th Cir. July 5, 2006) (applying judicial estoppel to bar inconsistent claim).

## **II. IN THE ALTERNATIVE, THERE IS CAUSE FOR MODIFYING THE STAY TO ALLOW GOOGLE TO PROCEED WITH THE PROPOSED ACTION.**

21. In the alternative, should the Court decide that the automatic stay applies to the Proposed Action in whole or in part, Google respectfully submits that the Court should modify any such stay for cause so as to allow it to file and proceed with the Proposed Action.

22. Section 362(d)(1) permits the Court to modify the Bankruptcy Code's automatic stay provisions for "cause." Whether cause exists so as to permit a lawsuit to commence or proceed in another court involves balancing the costs and benefits of maintaining a stay, and discretionary relief from the stay "is determined on a case-by-case basis." In re Fernstrom Storage & Van Co., 938 F.2d 731, 735 (7th Cir. 1991); *see also In re Benalcazar*, 283 B.R. at 535-36. The Seventh Circuit has adopted a three-prong "balancing of the equities" analysis to guide this determination: (1) whether any great prejudice will result to the debtor or the bankruptcy estate if the stay is modified; (2) whether the hardship to the movant if the stay is not

<sup>6</sup> Counter-Defendants' Response in Opposition to Counter-Plaintiffs' Brief Captioned as "Response to December 20, 2005 Order," at page 2, attached as Exhibit 2 to the Zeller Dec.

<sup>7</sup> Zeller Dec., Exh. 3. As the Order shows, Judge Lindenberg agreed the automatic stay did not apply to parties other than Debtor, but decided to stay the civil action as against the entity co-defendants as a discretionary matter. *Id.*

lifted considerably outweighs the hardship of the debtor; and (3) whether the movant has a likelihood of prevailing on the merits. *Fernstrom*, 938 F.2d at 735.

23. These factors heavily favor allowing Google to proceed with its Proposed Action. Given the position he took in the *Pure Fishing* case, Debtor cannot argue that Central Mfg. or Stealth are subject to the automatic stay and thus cannot rely on any alleged prejudice to those entities if the Proposed Action were to proceed.<sup>8</sup> Nor can Debtor plausibly claim that he will suffer any cognizable prejudice or that the Proposed Action would interfere with this proceeding. While he undoubtedly will have to defend himself in the Proposed Action, that burden cannot be seriously regarded as prejudice, particularly for someone who touts himself as a professional, full-time litigant and has been responsible for filing dozens of lawsuits in this District alone. *E.g., In re A Partners, LLC*, --- B.R. ---, 2006 WL 1593954, at \* 10 (Bankr. E.D. Cal. June 5, 2006) (in Chapter 11 case, noting that while lifting stay for cause to allow foreclosure would "interfere with" debtor's "financial affairs, that does not mean that the granting of relief [from the stay to the movant] will interfere with this bankruptcy in any way that the court could find to be inappropriate."). Furthermore, since Debtor is the one who chose to intentionally target Google for extortion and fraud -- as TTAB already has found as discussed below -- Debtor should not be allowed to escape the consequences of his actions. The purpose of the Bankruptcy Code is to protect the innocent, yet unfortunate, debtor. Debtor here is neither. Fairness and equity in no way would justify allowing Debtor to continue to damage Google and its shareholders with impunity, and the automatic stay clearly is not designed to provide him with a safe haven for his continuing fraudulent conduct and racketeering activities. Permitting Google to seek judicial relief to put an end to Debtor's on-going misconduct would not result in prejudice, but in justice.

24. Conversely, if forced to delay securing relief and vindicating its rights, Google would suffer hardship that far outweighs any legitimate interest Debtor could invoke. Debtor's deliberate, on-going false advertising alone constitutes irreparable harm because his misrepresentations damage Google's reputation, just as Debtor has indicated is his avowed intent. *Castrol, Inc. v. Quaker State Corp.*, 977 F.2d 57, 62 (2d Cir. 1992) (irreparable harm presumed where literally false advertisement mentions plaintiff or its product by name); *Abbott Laboratories v. Mead Johnson & Co.*, 971 F.2d 6, 16 (7th Cir. 1992) (noting in false advertising

<sup>8</sup> Moreover, there could be no equitable considerations favoring delay in proceeding against Central Mfg. or Stealth since "the 'fresh start' concept does not apply to corporate debtors." *In re Pettibone Corp.*, 151 B.R. 166, 174 (Bankr. N.D. Ill. 1993).

case the "well-established presumption that injuries arising from Lanham Act violations are irreparable, even absent a showing of business loss."). Debtor's continuing dissemination of false statements about his alleged ownership of the GOOGLE mark and his claims to be operating various bogus "Google" entities threatens to deceive the unsuspecting public as well.

25. Similarly, the "congressional objective" in enacting RICO was to "encourag[e] civil litigation to supplement Government efforts to deter and penalize . . . prohibited practices. The object of civil RICO is thus not merely to compensate victims but to turn them into prosecutors, 'private attorneys general,' dedicated to eliminating racketeering activity." *Rotella v. Wood*, 528 U.S. 549, 557 (2000). The longer Google is delayed in bringing its RICO claim, the longer this interest is thwarted and the greater Google is damaged. In this regard, Debtor has threatened, in violation of state criminal extortion laws, to "drive down Google stock price" and bring about the "total destruction" of Google unless he is paid his protection money. Having made those dire threats, Debtor can scarcely contest that Google would potentially suffer significant prejudice and hardship if it is precluded from bringing its Proposed Action.

26. Google's likelihood of success also weighs in favor of finding that "cause" exists to modify any applicable automatic stay. The Complaint sets forth in detail the facts -- supported by documentary evidence -- giving rise to Google's claims. Many of those facts are beyond dispute. As one example, the claims by the proposed defendants that they own rights to the "Google" mark, and the materials fabricated by Debtor, Central Mfg. and Stealth to misrepresent themselves as variously named "Google" entities, are unquestionably fraudulent. Indeed, while there is abundant evidence to establish this, suffice it to say that TTAB already has so found. Thus, in its Order dated July 14, 2006, TTAB deemed the proposed defendants' assertions of rights to some 1800 marks that they had claimed in legal proceedings before TTAB -- which include their claim of right to the "Google" mark -- to be groundless and made "for improper purposes, namely, to harass the applicants to pay you to avoid litigation or to license one of the marks in which you assert a baseless claim of rights."<sup>9</sup> For those violations -- which TTAB stated rose to the level of "egregious" misconduct -- TTAB imposed an array of sanctions, including the subsequent dismissal of an opposition proceeding that Debtor and Central Mfg. had brought against Google in TTAB.<sup>10</sup> And, further eliminating any doubt that the proposed

<sup>9</sup> A copy of TTAB's July 14, 2006 Order is attached as Exhibit E to the Complaint.

<sup>10</sup> A copy of the TTAB's dismissal Order is attached as Exhibit N to the Complaint.



defendants' claims of right are false, Debtor's own filings in this Chapter 13 proceeding and in his 1998 bankruptcy case conspicuously fail to disclose any interest in any entity called "Google," even though Debtor has claimed that this purported business entity has been in operation "SINCE 1981." To cite another example, Debtor's own advertising materials assert that "STOLLER CANCELS THE GOOGLE TRADEMARK." Not only is this an unambiguously false statement, but it is no coincidence that he publicly disseminated it starting on April 20, 2006, only days before announcing -- also falsely -- that Debtor and Stealth "own and control" the "GOOGLE" mark and proclaiming that they have the right to license it to third parties for a fee. And, as for Debtor's representations that it has prevailed in "over 90%" or "over 95%" of its legal actions or obtained settlements from "99%" of those companies and individuals Defendants have targeted, one Court recently has pointed out their falsity in blunt terms: "[n]o Court has ever found infringement of any trademark allegedly held by Stoller or his related companies in any reported opinion."<sup>11</sup>

27. Further confirming the likelihood of Google's success on the merits is the long, irrefutable string of Court decisions condemning the pattern of similar misdeeds perpetrated by Debtor, Central Mfg. and Stealth. Although the Complaint identifies additional instances of the numerous Court and TTAB decisions against the proposed defendants for their false claims of right to trademarks they do not own, their use of bogus corporate identities and their efforts at extortion, the following are particularly pertinent here:

(a) In *S Industries, Inc. v. Centra 2000, Inc.*, 249 F.3d 625, 627-29 (7th Cir. 2001), the Seventh Circuit found that Debtor and his company's assertion of trademark rights was legally groundless and affirmed an award of attorneys' fees against them for filing "meritless claims" and engaging in other litigation misconduct, which the Seventh Circuit found was part of a "pattern of abusive and improper litigation with which the company and Lee Stoller, its sole shareholder, have burdened the courts of this circuit."

(b) Even more recently, in *Central Mfg. Co. v. Brett*, No. 04 C 3049 (N.D. Ill) (Coar, J.), the Court ruled that Central Mfg. and Debtor lacked the trademark rights they had claimed.<sup>12</sup> It further observed that "Stoller appears to be running an industry that produces often spurious, vexatious, and harassing federal litigation" and recited the findings by "several courts in this

<sup>11</sup> See Order of September 30, 2005, *Central Mfg. Co. v. Brett*, No. 04 C 3049 (N.D. Ill) (Coar, J.), at page 2, copy attached as Exhibit 4 to the Zeller Dec.

<sup>12</sup> A copy of the Court's Order is attached as Exhibit 4 to the Zeller Dec.

district" that Debtor and Central Mfg. are "engage[d] in a pattern and practice of harassing legitimate actors for the purpose extracting a settlement amount." In this regard, the Court noted that "[t]he sheer number of cases" that Defendants here "have filed in this district raises serious questions" about the "good faith" of Defendants and their counsel. Further, the Court found that the terms of the "settlement agreements" which Debtor and Central Mfg. alleged evidenced their trademark rights in fact confirmed that they had "engage[d] in a pattern and practice of harassing legitimate actors for the purpose of extracting a settlement amount. The judicial system is not to be used as an aid in such deliberate, malicious, and fraudulent conduct." Finding that "Leo Stoller and his companies present paradigmatic examples of litigants in the business of bringing oppressive litigation designed to extract settlement," and that they also had offered "questionable, and seemingly fantastical documents" and "inconsistent, uncorroborated, or arguably false testimony," the Court ordered them to pay an award of attorneys' fees.

(c) In *Central Mfg. Co. v. Pure Fishing, Inc.*, No. 05 C 725 (N.D. Ill) (Lindenberg, J.), the Court entered judgment against Debtor and Central Mfg. as a sanction for their abuse of the legal process.<sup>13</sup> In doing so, the Court observed that Debtor "has earned a reputation for initiating spurious and vexatious federal litigation." In the particular case before it, the Court found that Debtor, Central Mfg. and their counsel had engaged in "gross misconduct" and "unethical conduct" which included Debtor's forging of signatures on pleadings, had brought "baseless" motions and had evinced "flagrant contempt for this Court" and "an appalling lack of regard" for the judicial process. In particular, the Court ruled that "Central Mfg. Co., through Mr. Stoller," and their counsel had violated Federal Rule of Civil Procedure 11 "by maintaining that Central Mfg. Co. was a Delaware corporation," even though it was in reality a "false corporation" and a "false name" used by Debtor to facilitate and conceal his fraudulent claims to trademark rights.

(d) In *S Industries, Inc. v. Diamond Multimedia Sys., Inc.*, 17 F. Supp. 2d 775, 779 (N.D. Ill. 1998) (Andersen, J.), the Court awarded attorney's fees against a company of Debtor based on findings that its claims in the suit were "patently frivolous" and that it had "apparently taken a legitimate procedure designed to protect trademark rights and turned [it] into a means of judicial extortion."

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<sup>13</sup> A copy of the Court's Order is attached as Exhibit 5 to the Zeller Dec.



28. Thus, the balancing of equities here amply supports allowing Google to proceed with its Proposed Action even if the automatic stay is deemed to apply.

29. Furthermore, "cause" for relief from the automatic stay may be found where the debtor's filing of a bankruptcy petition was in bad faith. *In re Laguna Associates Limited Partnership v. Aetna Cas. & Surety Co.*, 30 F.3d 734, 737 (6th Cir. 1994) ("As a number of our sister circuits have recognized, a debtor's lack of good faith in filing a petition for bankruptcy may be the basis for lifting the automatic stay."); *In re Arnold*, 806 F.2d 937, 939 (9th Cir. 1986) ("The debtor's lack of good faith in filing a bankruptcy has often been used as cause for removing the automatic stay."); see also *In re Syed*, 238 B.R. 126, 133 (Bankr. N.D. Ill. 1999) (lack of good faith "supports the retroactive annulment of the automatic stay."). Good faith in Chapter 13 filings is determined by the totality of the circumstances, and "the focus of the inquiry is fundamental fairness." *In re Love*, 957 F.2d 1350, 1357 (7th Cir. 1992) (also explaining "both objective evidence of a fundamentally unfair result and subjective evidence that a debtor filed a petition for a fundamentally unfair purpose that was not in line with the spirit of the Bankruptcy Code are relevant to the good faith inquiry").

30. The lack of good faith in Debtor's filing of his Chapter 13 Petition has already been briefed on the Motion to Convert filed by the Pure Fishing entities and is set for an evidentiary hearing before the Court. In the event that the Court finds Debtor's filing was in bad faith on the Motion to Convert, then that finding should equally serve here to establish cause for lifting any applicable automatic stay. Google will not burden the Court by repeating the evidence and legal analysis presented on that motion showing Debtor's lack of good faith, although one additional point mentioned above that bears on Google's claims further tends to underscore Debtor's bad faith in this, as well as his 1998, bankruptcy. None of Debtor's disclosures in those proceedings mentioned the supposed "Google" business that he now claims to have been long operating, allegedly since 1981. Accordingly, if it does exist, Debtor committed fraud by failing to disclose assets in which he has an interest to the Court and the Trustee. If it does not exist, then permitting Google to bring its suit to establish the fraudulent nature of those and related representations by Debtor could not possibly interfere with this proceeding. Either way, having not deigned to identify this alleged "business" in his bankruptcy

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disclosures, Debtor should not now be heard to argue that his bankruptcy case should shield him from Google's Proposed Action.<sup>14</sup>

**Waiver of Rule 4001(a)(3)**

31. Google requests that any Order granting relief provide for a waiver of the 10-day period set forth in Bankruptcy Rule 4001(a)(3).

**Prayer for Relief**

WHEREFORE, Google respectfully requests that the Court enter an order declaring that Google's Proposed Action is not subject to the automatic stay or, in the alternative, modifying any such stay to allow Google to file and proceed with the Proposed Action.

DATED: August 18, 2006

Respectfully submitted,  
GOOGLE INC.

By /s/ William J. Barrett  
William J. Barrett (ARDC No. 6206424)  
BARACK, FERRAZZANO, KIRSCHBAUM,  
PERLMAN & NAGELBERG, LLP  
333 West Wacker Drive, Suite 2700  
Chicago, Illinois 60606  
(312) 629 5170

Michael T. Zeller (ARDC No. 6226433)  
QUINN EMANUEL URQUHART OLIVER  
& HEDGES, LLP  
865 South Figueroa Street, Tenth Floor  
Los Angeles, California 90017  
(213) 443 3000

Attorneys for Google Inc.

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<sup>14</sup> To avoid any argument by Debtor that a granting of the Motion to Convert by the Court would render Google's claims pre-petition and thus subject to the automatic stay, Google respectfully requests that the Court grant Google's motion before entering an order granting the Motion to Convert.

EXHIBIT 16

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**UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

**In re**

**LEO STOLLER,**

**Debtor.**

**Chapter 7**

**Case No. 05-64075**

**Hon. Jack B. Schmetterer**

**Hearing Date: January 18, 2007**

**Hearing Time: 11:00 a.m.**

**ORDER GRANTING MOTION FOR ORDER DECLARING PROPOSED SUIT TO BE  
OUTSIDE SCOPE OF STAY OR, IN THE ALTERNATIVE, MODIFYING STAY  
[DOCKET NO. 113]**

Google Inc. ("Google") having filed its Motion for Order Declaring Proposed Suit to be Outside Scope of Stay or, In the Alternative, Modifying Stay (the "Motion") on August 18, 2006, and hearings having been held on the Motion on August 23, 2006, August 31, 2006, September 14, 2006, October 5, 2006, October 19, 2006, November 9, 2006, December 5, 2006, December 12, 2006, December 19, 2006, and January 4, 2007 and Google having entered into a compromise with the Chapter 7 trustee appointed in this case concerning the relief sought in the Motion as to the estate and entities owned or controlled by the estate, which compromise has been approved by a separate Order of this Court entered on December 5, 2006 (such Order and the Settlement Agreement it approved being the "Settlement Order"), and the Debtor having objected to the Motion which objection the Court overruled in open court on January 4, 2007, and the Court having made, on the record at the January 4, 2007 hearing, findings of fact and conclusions of law, and the Court having found that there is cause to grant Google relief from the automatic stay,

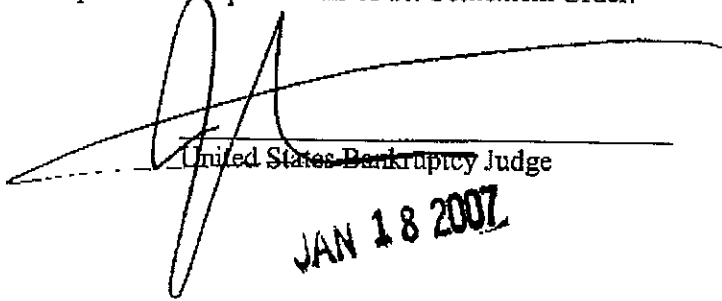
IT IS HEREBY ORDERED that Google is granted relief from the automatic stay so that it may take the actions, including filing an action against the Debtor in the United States District

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Court, described in the Motion and any ancillary, necessary, or appropriate actions in connection therewith. *in that fact or is the Third Circuit Appeal*

*bound on both.*  
IT IS FURTHER ORDERED that Google shall take no action to collect a monetary judgment against Leo Stoller personally without obtaining prior leave of this Court; provided however that if this case is dismissed or if Leo Stoller has been denied a discharge under 11 U.S.C. §727 then Google shall not have to obtain leave before collecting any judgment it obtains against Leo Stoller.

IT IS FURTHER ORDERED that the relief granted herein pertains only to Leo Stoller personally and nothing herein amends or supersedes the provisions of the Settlement Order.

  
United States Bankruptcy Judge

JAN 18 2007

EXHIBIT 17

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IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

In re: ) Case No. 05 B 64075  
LEO STOLLER, ) Chapter 13  
Debtor. ) Honorable Jack B. Schmetterer  
)  
)  
)

**ORDER CONVERTING CHAPTER 13  
CASE TO A CASE UNDER CHAPTER 7**

This matter having been presented to the Court upon the Motion (the "Motion") to Convert Chapter 13 Case to Chapter 7 and for Immediate Appointment of Trustee filed on March 15, 2006, by Pure Fishing, Inc. ("PFI"), and the Court having conducted a hearing on the Motion and having concluded at the end of that hearing, pursuant to comments which shall be amplified by further findings of fact and conclusions of law, that sufficient cause exists to grant the relief requested in the Motion;

**NOW THEREFORE, the Court does hereby ORDER that:**

1. Pursuant to 11 U.S.C. § 1307(c), the Motion is granted and the captioned case hereby is converted from a proceeding under Chapter 13 of the Bankruptcy Code to a proceeding under Chapter 7 of the Bankruptcy Code, *nunc pro tunc* August 31, 2006;

2. Pursuant to 11 U.S.C. § 701, the United States Trustee shall appoint an interim trustee in this case.

3. This order is effective immediately.

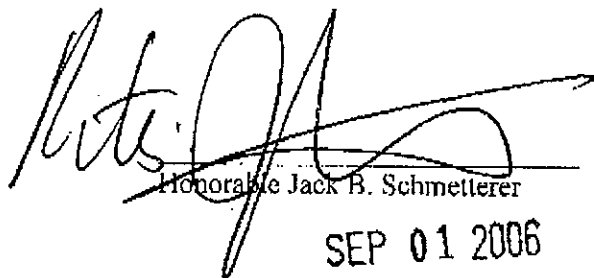
  
Honorable Jack B. Schmetterer  
SEP 01 2006



EXHIBIT 18

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05-64075-153.1; Motion to Authorize: Proposed Order and Minute Order Entered: 9/26/2006 3:21:30 PM by: Janice Alwin Page 1 of 2

UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

In re

LEO STOLLER,

Debtor.

Chapter 7

Case No. 05-64075

Hon. Jack B. Schmetterer

Hearing Date: October 5, 2006

Hearing Time: 10:30 a.m.

**ORDER AUTHORIZING THE TRUSTEE TO ACT ON BEHALF OF DEBTOR'S  
WHOLLY-OWNED CORPORATIONS AND RELATED RELIEF**

Upon consideration of the application (the "Motion") of Richard M. Fogel, not individually, but as chapter 7 trustee (the "Trustee") for the bankruptcy estate of Leo Stoller (the "Debtor"), for the entry of an order authorizing the Trustee to act on behalf of the Debtor's Wholly-Owned Corporations (as defined in the Motion) solely in the Trustee's capacity as the sole shareholder of such corporations; due and proper notice of the Motion having been given; and the Court being otherwise fully advised in the premises; it is hereby

**ORDERED:**

1. Notice of the Motion as provided for therein is sufficient and further notice is waived.
2. The Trustee is authorized to act on behalf of each of the Wholly-Owned Corporations in the capacity of sole shareholder of each respective corporation as set forth in the Motion.

Dated: 10/15/06

ENTER:

Bankruptcy Judge

OCT 05 2006

EXHIBIT 19

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05-64075:181.2:Motion to Approve:Proposed Order Entered: 11/15/2006 8:53:41 AM by:Janice Alwin Page 1 of 3

UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

In re

LEO STOLLER,

Debtor.

Chapter 7

Case No. 05-64075

Hon. Jack B. Schmetterer

Hearing Date: December 5, 2006

Hearing Time: 10:30 a.m.

**ORDER APPROVING TRUSTEE'S AGREEMENT WITH GOOGLE, INC. TO  
MODIFY STAY AND COMPROMISE CERTAIN CLAIMS OF DEBTOR'S  
WHOLLY-OWNED CORPORATIONS AND RELATED RELIEF**

Upon consideration of the application (the "Motion") of Richard M. Fogel, not individually, but as chapter 7 trustee (the "Trustee") for the bankruptcy estate of Leo Stoller (the "Debtor"), for the entry of an order approving an agreement by and between Google, Inc. ("Google") and the Trustee, in his capacity as sole shareholder of certain of the Debtor's Wholly-Owned Corporations (as defined in the Motion) to modify the automatic stay and compromise certain claims (the "Agreement"); due and proper notice of the Motion having been given; and the Court being otherwise fully advised in the premises; its is hereby

**ORDERED** *for reasons stated from the bench.*

1. Notice of the Motion as provided for therein is sufficient and further notice is waived.
2. The terms of the Agreement as further specified in the Motion are approved pursuant to 11 U.S.C. §§ 105(a) and 362(d) and Federal Rule of Bankruptcy Procedure 4001(d).
3. The Trustee is authorized to take such further actions and execute such documents, including but not limited to the Agreement, as may be necessary to document the terms of the Agreement, as further set forth in the Motion.

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05-64075:181.2:Motion to Approve:Proposed Order Entered: 11/15/2006 8:53:41 AM by:Janice Alwin Page 2 of 3

4. The stay, to the extent applicable, is hereby modified consistent with the terms of the Agreement.

5. This Court ~~shall~~ retain <sup>s/</sup> jurisdiction to enforce the provisions of this order after notice and a hearing, *and to reconsider or vacate or modify*

*this order should the bankruptcy case be dismissed,*

6, *ENTER:*  
Date: 12/5/06

Prepared by:

Janice A. Alwin (6277043)  
Shaw Gussis Fishman Glantz  
Wolfson & Towbin LLC  
321 North Clark Street, Suite 800  
Chicago, IL 60610  
Tel: (312) 276-1323  
Fax: (312) 275-0571  
email: [jalwin@shawgussis.com](mailto:jalwin@shawgussis.com)

Bankruptcy Judge

DEC 05 2006

*6. for reasons stated the objection  
of Mr. Stoller pro se was  
overruled.*

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

GOOGLE INC.,	)	
	)	Civil Action No. 07 CV 385
Plaintiff,	)	
	)	Hon. Virginia M. Kendall
vs.	)	
	)	Hearing Date: October 13, 2009
CENTRAL MFG. INC. a/k/a CENTRAL	)	Hearing Time: 9 a.m.
MFG. CO., a/k/a CENTRAL MFG. CO.	)	
(INC.), a/k/a CENTRAL	)	
MANUFACTURING COMPANY, INC.	)	
and a/k/a CENTRAL MFG. CO. OF	)	
ILLINOIS; and STEALTH INDUSTRIES,	)	
INC. a/k/a RENTAMARK and a/k/a	)	
RENTAMARK.COM,	)	
	)	
Defendants.	)	

**MOTION FOR ENTRY OF STIPULATED  
PERMANENT INJUNCTION AND FINAL JUDGMENT**

Plaintiff Google Inc. ("Google") respectfully requests that the Court enter the Stipulated Permanent Injunction and Final Judgment (the "Injunction and Final Judgment"), lodged concurrently herewith, that has been agreed to by the parties in complete and final resolution of this action.

**Background**

Defendants to this action are two corporate entities, Central Mfg. Inc. ("Central Mfg.") and Stealth Industries, Inc. ("Stealth") (Central Mfg. and Stealth are, collectively, "Defendants"). Defendants' former principal, Leo Stoller ("Debtor"), filed Chapter 13 bankruptcy proceedings on December 20, 2005.<sup>1</sup> Subsequently, on August 31, 2006, the Bankruptcy Court converted Debtor's bankruptcy to one under Chapter 7 for, among other reasons, Debtor's failure to maintain books or records (including for the Defendants and other entities in which he claimed

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<sup>1</sup> Declaration of Michael T. Zeller in Support of Motion for Entry of Stipulated Permanent Injunction and Final Judgment, dated September 30, 2009 and filed concurrently herewith ("Zeller Dec."), Exh. 1.

an interest) and his failures to disclose assets.<sup>2</sup> By Order dated October 5, 2006, the Bankruptcy Court duly authorized the Trustee to act on behalf of the Defendants.<sup>3</sup>

On July 24, 2009 and August 7, 2009, the Bankruptcy Court held an auction hearing for the sale of assets in Debtor's bankruptcy estate, including the stock and assets of the corporate entity Defendants.<sup>4</sup> On August 8, 2007, the Bankruptcy Court approved a sale to The Society for the Prevention of Trademark Abuse, LLC (the "SPTA").<sup>5</sup> In doing so, the Bankruptcy Court found:

Sound business reasons exist for the Trustee's sale of the Assets pursuant to the APA [Asset Purchase Agreement]. Entry into the APA and the consummation of the Sale contemplated thereby constitute the exercise by the Trustee of sound business judgment and such acts are in the best interests of the Debtor, his estate and its creditors;

[T]he Society for the Prevention of Trademark Abuse, LLC . . . made the only offer received for the Assets within the time period ordered, which offer was in the amount of \$7500.00;

[T]he APA [Asset Purchase Agreement] and the transactions contemplated by the APA were negotiated and have been and are undertaken by the Trustee and the [SPTA] at arm's length, without collusion and in good faith within the meaning of Section 363(m) of the Bankruptcy Code; and

The Purchase Price under the APA is fair and reasonable and is sufficient value for the Assets, since it was the only valid offer received. Therefore, the Sale contemplated by the APA is in the best interests of the Debtor and his estate, its creditors and other parties in interest.<sup>6</sup>

Having obtained the Bankruptcy Court's approval, the Trustee and the SPTA entered into an assignment dated August 20, 2007 (the "Assignment").<sup>7</sup> The Assignment transferred to the SPTA all right, title and interest in the stock and all other assets, including any and all trademark rights, held by the Defendants.<sup>8</sup> On the same day, as the new stockholder of the Defendants, the

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<sup>2</sup> Zeller Dec., Exhs. 2, 3.

<sup>3</sup> Zeller Dec., Exh. 4.

<sup>4</sup> Zeller Dec., Exh. 5, at 1.

<sup>5</sup> Zeller Dec., Exhs. 5, 6.

<sup>6</sup> Zeller Dec., Exh. 5, at 2-3.

<sup>7</sup> Zeller Dec., Exh. 7.

<sup>8</sup> *Id.*



SPTA removed Stoller from “any and all positions, offices, and capacities in connection with each of the corporations.”<sup>9</sup>

On August 10, 2007, Debtor appealed the Bankruptcy Court’s August 8, 2007 Order to the District Court.<sup>10</sup> This appeal was dismissed on October 1, 2007.<sup>11</sup> Debtor’s motion to reinstate the appeal was denied on April 24, 2009, and his motion to file *in forma pauperis* was denied on May 8, 2009.<sup>12</sup> On May 22, 2009, Debtor appealed the District Court’s April 24 and May 8, 2009 rulings to the Seventh Circuit.<sup>13</sup> However, it appears that Debtor’s appeal has been dismissed for failure to comply with the fee requirements of Seventh Circuit Rule 3(b)<sup>14</sup> and thus no further appeals are now available to Debtor.

As set forth in its Complaint and discussed below, this action stems from these corporate Defendants’ pattern of fraudulent acts that targeted Google for extortion and, in the process, cost Google hundreds of thousands of dollars in damage -- damage that continues to this day. Google and the SPTA have come to a resolution regarding Google’s Complaint, consisting of the entry of the Injunction and Final Judgment in this action. The Injunction and Final Judgment is intended to ensure that Google is protected against further repetition of Defendants’ misconduct.

### **Summary Of Facts Giving Rise To Suit**

#### **A. Defendants’ History Of Vexatious Litigation.**

Defendants are two corporate entities, Central Mfg. and Stealth. Debtor, who is currently in Chapter 7 bankruptcy, has claimed to be Defendants’ former principal and to have employed at least another three others in conducting the affairs of Defendants.<sup>15</sup> As discussed above, the Defendants are now owned and under the control of the SPTA, and Debtor has no authority over or role with the Defendants.

As the Seventh Circuit, Courts in this District and the Trademark Trial and Appeal Board repeatedly have found, Defendants’ affairs for at least the past decade have included an extensive

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<sup>9</sup> Zeller Dec., Exh. 8.

<sup>10</sup> Zeller Dec., Exh. 9.

<sup>11</sup> Zeller Dec., Exh. 10.

<sup>12</sup> Zeller Dec., Exhs. 11, 12.

<sup>13</sup> Zeller Decl., Exh. 13.

<sup>14</sup> Zeller Dec., Exhs. 14, 15. A search conducted on the Seventh Circuit’s PACER website resulted in no matches for the appeal number in the May 28, 2009 Circuit Rule 3(b) Notice, indicating that the appeal was dismissed before being docketed because Debtor failed to pay the docketing fee. Zeller Dec., ¶ 15.

<sup>15</sup> Zeller Dec., Exh. 16, at 14-18.

scheme of fraudulently claiming trademark rights for the purpose of harassing and attempting to extort money out of legitimate commercial actors, both large and small.<sup>16</sup> The judicial decisions awarding fees and otherwise imposing sanctions against Defendants and Debtor for their fraudulent and other illegal conduct, their assertion of rights that they do not own, their pattern of bringing meritless lawsuits and even their fabrication of evidence are legion. Although it has exhibited many facets, Defendants' scheme at its core has involved targeting companies (and sometimes individuals) with threats of litigation that were based on Defendants' false claims to own literally many thousands of trademarks, co-joined with Defendants' offers to "license" their non-existent trademark rights for an amount less than the frivolous litigation would cost the victims. Then, in many instances, if no money was forthcoming, Defendants proceeded to file sham proceedings in the Courts and/or in the Trademark Trial and Appeal Board ("TTAB"). Although Google cannot be sure of the exact number, Defendants instituted in excess of 37 lawsuits in this District alone and filed hundreds of proceedings in the TTAB.<sup>17</sup> At least seven of those lawsuits resulted in fee awards against Defendants, and none of them resulted in any Court decision on the merits granting Defendants relief. As Judge Coar observed in *Central Mfg. Co. v. Brett*, "[n]o Court has ever found infringement of any trademark allegedly held by Stoller or his related companies in any reported opinion."<sup>18</sup>

**B. The Pure Fishing and Brett Decisions.**

In late 2005, Defendants were in the process of losing yet two more of the many frivolous lawsuits that they had brought and were facing the prospect of paying significant fee awards. In one, *Central Mfg. Co. v. Brett*,<sup>19</sup> the Court ruled that Defendant Central Mfg. lacked the trademark rights it had claimed and on that basis, among others, entered judgment against it and ordered Defendant Central Mfg. to pay attorney's fees.<sup>20</sup> In reviewing the evidence, the Court found that Defendant Central Mfg. had "engage[d] in a pattern and practice of harassing legitimate actors for the purpose of extracting a settlement amount. The judicial system is not to be used as an aid in such deliberate, malicious, and fraudulent conduct."<sup>21</sup> The Court also found

<sup>16</sup> A summary of examples of these decisions is attached hereto as Appendix 1.

<sup>17</sup> A list of these cases is attached as Exhibit A to the Complaint and also included in the *Brett* decision, attached as Exh. 17 to the Zeller Dec.

<sup>18</sup> Zeller Dec., Exh. 17, at 2.

<sup>19</sup> No. 04 C 3049 (N.D. Ill) (Coar, J.).

<sup>20</sup> Zeller Dec., Exh. 17, at 30.

<sup>21</sup> *Id.*, at 27.

that it had offered "questionable, and seemingly fantastical documents" and "inconsistent, uncorroborated, or arguably false testimony" in the suit.<sup>22</sup>

The Seventh Circuit subsequently affirmed. *Central Mfg. Inc. v. Brett*, 492 F.3d 876, 880-81 (7th Cir. 2008). In upholding the fee award on the grounds that Defendant Central Mfg.'s suit lacked merit and had elements of abuse of process, the Court of Appeals observed that Defendant and Debtor not only had given "misleading deposition testimony," but had "effectively made a mockery of the entire proceeding". *Id.* at 883-84.

In the other case, *Central Mfg. Co. v. Pure Fishing, Inc.*,<sup>23</sup> the Court entered judgment against Defendant Central Mfg. as a sanction for its and Debtor's abuse of the legal process and their violations of Rule 11. The Court observed that Debtor "has earned a reputation for initiating spurious and vexatious federal litigation." In the particular case before it, the Court found Defendant Central Mfg., Debtor and their counsel had engaged in "gross misconduct" and "unethical conduct" that included (1) Debtor's signing of pleadings with counsel's name, even though Debtor is not a lawyer; (2) bringing motions "that lacked any evidentiary support" and were otherwise "baseless"; and (3) evincing a "flagrant contempt for this Court" and "an appalling lack of regard" for the judicial process.<sup>24</sup>

### **C. Defendants Target Google And Hundreds Of Others.**

Soon after the District Court decisions in *Pure Fishing* and *Brett*, Defendants embarked on an expanded scheme. Between November 2005 and July 2006 alone, Defendants filed more than 1800 requests for extensions of time to oppose applications for trademark registrations that had been published by the United States Trademark Office.<sup>25</sup> Such extension requests, by their mere filing, delayed the issuance of each and every trademark registration that was the subject of Defendants' actions.<sup>26</sup> Simultaneous with this proliferation of filings, Defendants sought to extract money or property out of at least many hundreds of applicants by asserting that Defendants purportedly owned rights to all of these many hundreds of marks which were the subject of those applications. Many of these extortionate demands and false representations

<sup>22</sup> *Id.*

<sup>23</sup> No. 05 C 725 (N.D. Ill) (Lindberg, J.). Zeller Dec., Exh. 18.

<sup>24</sup> *Id.* Judge Lindberg subsequently ordered Defendants and Debtor to pay in excess of \$900,000 in fees and damages and declared them to be "vexatious" litigants. Zeller Dec., Exh. 19.

<sup>25</sup> Zeller Dec., Exh. 20, at 1, 12 (July 14, 2006 Order).

<sup>26</sup> *Id.*, at 12.

directed to applicants for registration are evidenced in Defendants' sham filings with the Trademark Office itself. For example, Defendants' April 12, 2006 request for an extension of time to oppose a trademark application for "VP VENTURES" included the following:

Please contact (773-589-0915 FAX) VENTURE BRAND LICENSING to resolve this trademark controversy VENTURE v VP VENTURES and/or merely file an Express Abandonment! See rentamark.com, the nationally renowned trademark licensing and enforcement firm since 1974 for all of your VENTURE BRAND LICENSING, trademark valuations, expert witness testimony and trademark litigation support services, ie., brief writing, trademark searches, legal research, appeals, etc.<sup>27</sup>

**1. Defendants' Falsely Claim Rights To "Google" And Demand Money.**

It was in this context of Defendants' expanded scheme of making spurious claims to many thousands of marks, and their pattern of unlawfully demanding licensing fees and threatening and filing sham legal proceedings, that Defendants targeted Plaintiff Google. On November 27, 2005, as one of the some 1800 requests for extension of time eventually filed by Defendants with the TTAB, Defendant Central Mfg. sought a request for an extension of time to oppose an application for registration filed by Plaintiff Google for certain goods.<sup>28</sup> Two days later, Defendants sent Google a letter that purported to be on the letterhead of an entity called "GOOGLE BRAND PRODUCTS & SERVICES," which claimed to have been in business "SINCE 1981."<sup>29</sup> In it, Defendants alleged to "hold common law rights" in the mark GOOGLE and to "have been using the similar mark GOOGLE for many years." The attachments to the letter also repeatedly proclaimed Defendants' "ownership of the mark GOOGLE," and contained spurious notices of copyright registration and trademark registration for "Google." In this letter, Defendants threatened to harass Google through legal proceedings -- along with "extensive discovery" that included depositions of Applicant's "executive officers" -- and referenced the fact

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<sup>27</sup> A copy of this filing is Exhibit C to the Complaint. Many of Defendants' more than 1800 filings included virtually identical language, except that Defendants substituted a different bogus "licensing" entity that purported to have a name supposedly similar to the mark which was the subject of the application -- such as "ELLA BRAND LICENSING," "FINGO BRAND LICENSING," "SKILL BRAND LICENSING," "MERMAID BRAND LICENSING," "DIAMOND BRAND LICENSING," "STRA BRAND LICENSING," "WORKOUT BRAND LICENSING," "FRIENDS NETWORK BRAND LICENSING," "SIFI BRAND LICENSING," "PM BRAND LICENSING," "NANO BRAND LICENSING," "HAPPY BRAND LICENSING," "LAKE BRAND LICENSING" and "RUNNER BRAND LICENSING." See Complaint, Exhibit D.

<sup>28</sup> See Complaint, Exhibit H.

<sup>29</sup> Defendants' November 29, 2005 letter and its attachments is Exhibit I to the Complaint.

that the mere filing of a legal proceeding, regardless of its lack of merit, would cost Google at least \$150,000. In exchange for refraining from inflicting such damage, Defendants demanded that Google either (1) pay them at least \$100,000 or a percentage of Google's revenues as a "licensing" fee; or else (2) cease all use of GOOGLE in connection with Google's business.

**2. Defendants' TTAB Proceedings Against Google, One Of Which Results In Sanctions Against Defendant Central Mfg.**

After Google refused Defendants' demands, Defendant Central Mfg. then instituted proceedings against Google in the TTAB and the Trademark Office. Two are most pertinent here. First, on March 1, 2006, Defendant Central Mfg. filed Opposition No. 91170256 (the "Opposition") against Google's Application S/N 76314811 for the GOOGLE mark for various goods and services (the "Application").<sup>30</sup> The Opposition was the result of a request for the extension of time to oppose the Application that Defendant Central Mfg. had filed on November 27, 2005 and thus was among the 1800 requests that Defendants had filed with the TTAB beginning in November 2005.

In the aftermath of Defendants' barrage of filings in the TTAB, the TTAB issued a March 28, 2006 Show Cause Order (the "OSC"). The OSC noted that Debtor and the entities he purported to control had engaged in a "pattern of misconduct and abuse of the TTAB's processes" over the course of "many years."<sup>31</sup> It also directed Debtor and Defendants to provide "for *each* of the marks for which you requested an extension of time to file an opposition, evidence that supports a claim that you may be damaged by registration of the mark" and to "demonstrate that the extension requests were not filed for improper purposes but, instead, were based on cognizable rights you may have arising under the Trademark Act."<sup>32</sup>

Subsequently, by Order dated July 14, 2006, the TTAB found that Defendants' response to the OSC did not provide any of the proof that the law required and that the TTAB had mandated: "Your submissions do not substantiate your rights in *any* of the claimed marks, let alone support a colorable claim of damage.... *You submitted no evidence of products or services bearing these alleged marks, no evidence that you have sold any products or services under these marks, and no evidence of your advertising of goods or services with these marks.*"<sup>33</sup>

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<sup>30</sup> Zeller Dec., Exh. 21.

<sup>31</sup> *Id.* ¶ 21, Exh. 20, at pp. 1-2 (July 14, 2006 Order).

<sup>32</sup> *Id.*, at 2-3, 9 (emphasis added).

<sup>33</sup> *Id.*, at 9 (emphasis added).

Indeed, as the TTAB observed, the evidence Defendants did provide only served to "reinforce the conclusion that you are holding up thousands of applications in an attempt to coerce applicants to license, i.e., 'rent,' trademarks to which you have not demonstrated any proprietary right."<sup>34</sup> The TTAB accordingly found that Defendants lacked "a colorable claim" and had "filed the extension requests *for improper purposes, namely, to harass the applicants to pay you to avoid litigation or to license one of the marks in which you assert a baseless claim of rights.*"<sup>35</sup>

For those violations, which constituted "egregious" misconduct, the TTAB imposed an array of sanctions.<sup>36</sup> One sanction included the TTAB's outright dismissal of Defendant Central Mfg.'s Opposition proceeding against Google.<sup>37</sup>

Second, Defendant Central Mfg. also brought a Cancellation proceeding, No. 92045778, against Google in the TTAB, which proceeding was instituted on May 8, 2006 (the "Cancellation Proceeding"). The Registration that Defendant sought to cancel is No. 2806075 for GOOGLE for specified goods and services in International Classes 38 and 42. In its Petition for Cancellation, Defendant Central Mfg. again claimed that it owns "Common Law rights in and to the mark GOOGLE."<sup>38</sup>

### **3. Examples Of Defendants' Further Misconduct Against Google.**

Not content with harassing Google with TTAB proceedings in Defendants' gambit to extract money, Defendant Stealth (under the d/b/a Rentamark) began representing to the public in approximately April 2006 that "GOOGLE" was among the marks it purported to "own and control" and that it was offering for licensing to third parties.<sup>39</sup> In addition to the fabricated "Google" documents mentioned above, Defendants also continued to circulate additional bogus commercial documents, including fax sheets and address labels, supposedly evidencing an entity

<sup>34</sup> *Id.*, at 9-10.

<sup>35</sup> *Id.*, at 11-12 (emphasis added).

<sup>36</sup> *Id.*, at 12-13. These sanctions included vacating "each request for extension of time to oppose" Defendants or Debtor had filed between November 2005 and July 2006; prohibiting them or any attorney on their behalf from filing requests for extension of time for two years; and permanently prohibiting Debtor and Defendants from appearing before the Board for purposes of filing any requests for extension of time.

<sup>37</sup> *Id.* ¶ 21, Exh. 20, at 1-2 (July 30, 2006 Order).

<sup>38</sup> Zeller Dec., Exh. 22 (Petition for Cancellation, ¶ 4). The Cancellation Proceeding was later dismissed by the TTAB in view of the SPTA's motion to (1) be substituted as party-plaintiff in the proceeding; and (2) withdraw all pending motions in the proceeding and the opposition with prejudice. Zeller Dec., Exh. 23.

<sup>39</sup> See Complaint, Exhibit M; see also Complaint, Exhibits F and G.

they variously called "GOOGLE™ BRAND TRADEMARK LICENSING" and "GOOGLE LICENSING [sic]."<sup>40</sup> Simultaneously with these activities, Defendants engaged in other acts of harassment and extortion, including by threatening to "refe[r]" Google's top-level executives "to the US Attorney" for a spurious "perjury charge."<sup>41</sup> Defendants repeatedly threatened to publicize their fabricated allegations, which they claimed would mean "Google's stock won't be worth \$5.00 a share" and would result in "the total destruction" of Google.<sup>42</sup> After again threatening to publicize their allegations with the intention of "driv[ing] down Google stock price," one such communication concluded with the statement: "I would not be surprised [sic] if Google goes out of business by the conclusion of this proceeding."<sup>43</sup>

### **Grounds For This Motion**

As the Supreme Court has stated, District Courts may properly enter a consent decree where it (1) "spring[s] from and serve[s] to resolve a dispute within the courts' subject-matter jurisdiction"; (2) "come[s] within the general scope of the case made by the pleadings"; and (3) furthers the objectives upon which the complaint was based. *Local No. 93, Int'l Ass'n of Firefighters v. Cleveland*, 478 U.S. 501, 525-26, 106 S. Ct. 3063, 3077 (1986). "However, in addition to the law which forms the basis of the claim, the parties' consent animates the legal force of a consent decree. Therefore, a federal court is not necessarily barred from entering a consent decree merely because the decree provides broader relief than the court could have awarded after a trial." *Id.* As one Court of Appeals has stated, "the parties enjoy wide latitude in terms of what they may agree to by consent decree and have sanctioned by a court." *Conservation Law Foundation of New England, Inc. v. Franklin*, 989 F.2d 54, 59 (1st Cir. 1993); *see also United States v. Bliss*, 133 F.R.D. 559, 567 (E.D. Mo. 1990) ("Unless a consent decree is unfair, inadequate, or unreasonable, it ought to be approved.").

Google respectfully submits that the Injunction and Final Judgment amply satisfies these standards. Entry of the Injunction and Final Judgment will result in a resolution of Google's monetary claims against Defendants while also providing Google with the injunctive relief that it needs to avoid further, protracted litigation that will burden Google and the judicial system.

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<sup>40</sup> Examples of these are attached as Exhibits J, K and L to the Complaint.

<sup>41</sup> Complaint, Exhibit O.

<sup>42</sup> Complaint, Exhibit R.

<sup>43</sup> Complaint, Exhibit S.



Thus, the Injunction and Final Judgment comes within the general scope of the case as reflected by the pleadings, and its entry would further the objectives upon which the Complaint was based. Because the Complaint alleges federal claims within the Court's federal question jurisdiction and a pendent state law claim within the Court's supplemental jurisdiction, the Injunction and Final Judgment springs from and serves to resolve a dispute within its subject matter jurisdiction.<sup>44</sup> Finally, Google submits that the resolution here is fair and reasonable.

### **Injunctive Relief Is Warranted**

As discussed below, prospective relief in the form of an injunction is warranted for two principal reasons, notwithstanding the SPTA's status as successor in interest to the Defendants.

*First*, the law has long considered the continuing effects of past illegal conduct to be an important factor in justifying injunctive relief. *Int'l Salt Co. v. United States*, 332 U.S. 392, 400-01 (1947) (abrogated on other grounds by *Illinois Tool Works Inc. v. Independent Ink, Inc.*, 126 S.Ct. 1281 (2006)). Indeed, even where the challenged conduct has voluntarily ceased, an injunction is still warranted unless "interim relief or events have completely and irrevocably eradicated *the effects* of the alleged violation." *Pederson v. Louisiana State Univ.*, 213 F.3d 858, 874 (5th Cir. 2000) (emphasis added).

Here, the harm to Google is on-going and can be brought to a final, certain end only by a District Court injunction. More specifically, Defendants were the ones that spuriously claimed to be the rights holders to GOOGLE and to have rights superior to Google.<sup>45</sup> They also disseminated to the public for years false statements that they owned the GOOGLE mark, that they had the right to license it and that they had even cancelled Google's registration. An

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<sup>44</sup> Although the SPTA has dissolved both of the Defendants (Zeller Dec., Exhs. 24, 25), this does not prevent them from being subject to continued suit here or from stipulating to judgment. Courts in this Circuit look to state law in analyzing a dissolved corporation's ability to sue or be sued. *See Sharif v. Int'l Dev. Group Co., Ltd.*, 399 F.3d 857, 860-61 (7th Cir. 2005) (applying Illinois corporate survival statute 805 ILCS 5/12.80). Under both Illinois and Delaware state law, a corporation can participate in litigation after being dissolved if the litigation is initiated before or within five years or three years, respectively, after dissolution. *See* 805 ILCS 5/12.80 (corporation can sue or be sued on claims brought before and up to 5 years post-dissolution); 8 Del.C. § 278 (same, for 3 years post-dissolution). Here, because the complaint in this action was filed on January 19, 2007, and the SPTA submitted filings in 2008 to dissolve the Defendants, this suit easily meets either State's corporate survival statute. Zeller Dec., Exhs. 24, 25.

<sup>45</sup> Indeed, in proceedings in the TTAB, Defendant Central Mfg. (and not Debtor) was the sole named Petitioner against Google and repeatedly alleged that it (and not Debtor) was the owner of all right, title and interest in "Google." Zeller Dec., Exhs. 21 (Opposition, ¶ 6-7); 22, (Cancellation, ¶ 4); and 26.

injunction is needed to eliminate any potential for continued confusion and misunderstanding that these falsehoods were intentionally designed to create, especially since at no point did the corporate entities retract or correct them to make clear that Defendants have no such rights. As Defendants themselves admitted it, their targeting of Google was designed to produce a "cloud" over Google's rights and damage its business, which Defendants cited as a reason that Google should simply give in to their efforts to extort money.<sup>46</sup> In short, only an injunction entered by this Court can rectify the continuing and future effects of harm to Google and the public that Defendants' conduct deliberately sought to inflict.

*Second*, and independently, "[i]t is well settled that 'a defendant's voluntary cessation of a challenged practice does not deprive a federal court of its power to determine the legality of the practice.' '[I]f it did, the courts would be compelled to leave [t]he defendant . . . free to return to his old ways.'" *Friends of the Earth, Inc. v. Laidlaw Envtl. Servs., Inc.*, 528 U.S. 167, 189 (2000) (quoting *City of Mesquite v. Aladdin's Castle, Inc.*, 455 U.S. 283, 289 (1982), and citing *United States v. W.T. Grant Co.*, 345 U.S. 629, 632 (1953)).<sup>47</sup> To obtain an injunction, a plaintiff therefore need not prove that it is likely the misconduct will be repeated. *Cf. Levi Strauss & Co. v. Shilon*, 121 F.3d 1309, 1314 (9th Cir. 1997) ("A trademark plaintiff is entitled to effective relief; and in any doubt in respect of the extent thereof must be resolved in the plaintiff's favor as the innocent producer and against the defendant, which has shown by its conduct that it is not to be trusted. [Plaintiff] is not required to produce evidence that [defendant] is likely to infringe again." (citations and quotations omitted)).

As shown above, the effects of the conduct challenged has not ceased. But even apart from this, it is indisputable that Defendants engaged in a wide ranging pattern of illegal activity that spanned over a decade. Where, as here, a violation has been founded upon systematic wrongdoing, rather than on an isolated occurrence, the Seventh Circuit has observed that a court

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<sup>46</sup> Complaint, Exhibit I (November 29, 2005 letter stating "As well known to the Applicant, an Opposer in any opposition proceeding has the clear distinct procedural advantage in that there is an automatic "cloud" placed over the Applicant's title to its mark, which will not evaporate until the final court, the Federal Circuit speaks." (emphasis in original)).

<sup>47</sup> Accordingly, unless a party resisting an injunction can also show that "there is no reasonable expectation...that the alleged violation will recur," then an injunction is justified. *Pederson*, 213 F.3d at 874. Because "[v]oluntary cessation of allegedly illegal conduct" is looked upon with extreme skepticism by courts, however, the burden of substantiating such a contention "is a heavy one." *United States v. Realty Multi-List, Inc.*, 629 F.2d 1351, 1388 (5th Cir. 1980) (quoting *W.T. Grant Co.*, 345 U.S. at 632-33).

should be more inclined to issue an injunction. *Commodity Futures Trading Comm. v. Hunt*, 591 F.2d 1211, 1220 (7th Cir. 1979). Furthermore, this activity was not accomplished just by Debtor acting alone. It was also carried out by others who have been employed by, or otherwise represented, Defendants, along with supposed licensees who have likewise colluded with Defendants in their campaign of unlawful behavior.<sup>48</sup> Under these circumstances, the injunction will help avoid a repetition of Defendants' long-standing pattern of misconduct in the future, including by ensuring that no would-be claimant can attempt to argue that it has rights derived from Defendants. This is particularly true since, as one Court put it in finding that an injunction was proper in a trademark infringement case, "if the defendants sincerely intend not to infringe, the injunction harms them little; if they do, it gives [plaintiff] substantial protection". *Polo Fashions, Inc. v. Dick Bruhn, Inc.*, 793 F.2d 1132, 1135-36 (9th Cir. 1986).

### **Conclusion**

For the foregoing reasons, Google respectfully requests that the Court enter the Stipulated Permanent Injunction and Final Judgment.

DATED: September 30, 2009

Respectfully submitted,

GOOGLE INC.

By: /s/ Michael T. Zeller

One of Its Attorneys

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<sup>48</sup> As shown above, Debtor has previously testified that Defendants have had at least three other employees. Furthermore, in the *Pure Fishing* case, the claims were also brought by an ostensible licensee who attempted to advance Defendant Central Mfg.'s spurious claims. *See* Zeller Dec., Exh. 17, at 5.

### **Appendix Of Additional Examples Of Decisions**

1. In *S Industries, Inc. v. Centra 2000, Inc.*, 249 F.3d 625, 627-29 (7th Cir. 2001), the Seventh Circuit found that S Industries, Inc. ("SI")<sup>49</sup> and Debtor's assertion of trademark rights was groundless and affirmed an award of attorneys' fees against SI for filing "meritless claims" and engaging in other litigation misconduct, which the Seventh Circuit found was part of a "pattern of abusive and improper litigation with which the company and Lee Stoller, its sole shareholder, have burdened the courts of this circuit." Although this suit resulted in a fee award against SI and/or Debtor, upon information and belief such award has not been paid.

2. In *S Indus., Inc. v. Stone Age Equip., Inc.*, 12 F. Supp. 2d 796, 798-99, 819 (N.D. Ill. 1998) (Castillo, J.), the Court awarded attorney's fees against SI for its "continuing pattern of bad faith litigation." The Court also found that the documentary evidence submitted by SI and Debtor was "highly questionable" and "perhaps fabricated" and that Debtor's sworn testimony was "inconsistent, uncorroborated, and in some cases, demonstrably false."

3. In *S Industries, Inc. v. Diamond Multimedia Sys., Inc.*, 17 F. Supp. 2d 775, 779 (N.D. Ill. 1998) (Andersen, J.), the Court awarded fees against SI based on findings that its claims were "patently frivolous" and that it had "apparently taken a legitimate procedure designed to protect trademark rights and turned [it] into a means of judicial extortion."

4. In *S Indus., Inc. and Central Mfg. Co. v. JL Audio, Inc.*, Opposition No. 110,672, Order of May 13, 2003 (TTAB), the Board stated that "Mr. Stoller's and opposers' litigation strategy of delay, harassment and even falsifying documents in other cases is well documented" and further noted Debtor's history of being "sanctioned, individually, for making material misrepresentations."

5. In *S Indus., Inc. and Central Mfg. Co. v. Casablanca Indus., Inc.*, Cancellation No. 92024330, Order of Oct. 3, 2002 (TTAB), the Board likewise observed that Defendant Central Mfg.'s and Debtor's "litigation strategy of delay, harassment, and falsifying documents in other cases is well documented."

6. In *S Indus., Inc. v. S&W Sign Co., Inc.*, Opposition No. 91102907 (Dec. 16, 1999), the Board noted that "[t]he lack of credibility of Mr. Stoller is a matter of public record."

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<sup>49</sup> SI was the claimed predecessor of Defendant Central Mfg. and Defendant Stealth and purported to "transfer" its alleged rights to Defendants at various points in the 1990s so that Defendants could claim longer use of the phantom marks and thus assert supposed priority in rights against others. Complaint, ¶¶ 13-21, Exhs. A, B.

7. In *S. Indus. Inc. v. Lamb-Weston Inc.*, 45 U.S.P.Q.2d 1293, 1295 (TTAB 1997), the Board found that SI and Debtor had made "fraudulent" statements under oath in order to backdate pleadings filed with the Board.

8. In *Central Mfg. Co. v. Brett*, No. 04 C 3049 (N.D. Ill) (Coar, J.), the Court ruled that Defendant Central Mfg. and Debtor lacked the trademark rights they had claimed and on that basis, among others, entered judgment against them. It further observed that "Stoller appears to be running an industry that produces often spurious, vexatious, and harassing federal litigation" and recited the findings by "several courts in this district" that Debtor and Defendant Central Mfg. are "engage[d] in a pattern and practice of harassing legitimate actors for the purpose extracting a settlement amount." The Court ordered them to pay an award of attorneys' fees based on findings that "Leo Stoller and his companies present paradigmatic examples of litigants in the business of bringing oppressive litigation designed to extract settlement" and that they had offered "questionable, and seemingly fantastical documents" and "inconsistent, uncorroborated, or arguably false testimony." As a further part of that decision, the Court reviewed and summarized the terms of the "settlement agreements" that Debtor and Defendant Central Mfg. alleged evidence their trademark rights and found that they, in fact, confirmed such Defendants had "engage[d] in a pattern and practice of harassing legitimate actors for the purpose of extracting a settlement amount. The judicial system is not to be used as an aid in such deliberate, malicious, and fraudulent conduct."

9. In *Central Mfg. Co. v. Pure Fishing, Inc.*, No. 05 C 725 (N.D. Ill) (Lindberg, J.), the Court entered judgment against Defendant Central Mfg. as a sanction for Defendant Central Mfg.'s and Debtor's abuse of the legal process. In doing so, the Court found that Debtor "has earned a reputation for initiating spurious and vexatious federal litigation." In the case before it, the Court found that Debtor, Defendant Central Mfg. Co. and their counsel had engaged in "gross misconduct" and "unethical conduct" which included Debtor's signing of pleadings with counsel's name even though Debtor is not a lawyer; had brought motions "that lacked any evidentiary support" and were otherwise "baseless"; and had evinced "flagrant contempt for this Court" and "an appalling lack of regard" for the judicial process. In particular, the Court ruled that "Central Mfg. Co., through Mr. Stoller," and their counsel violated Federal Rule of Civil

Procedure 11(b) "by maintaining that Central Mfg. Co. was a Delaware corporation," even though it was not. As it explained:

Contrary to the statements in Central Mfg. Co.'s initial and amended complaints, it is not an independent legal entity and is not incorporated under the laws of Delaware. Central Mfg. Co. filed an amended complaint with this Court on May 26, 2005 stating that it was a Delaware corporation, while almost simultaneously filing a motion before Judge Hart stating that Central Mfg. Co. was a d/b/a for Central Mfg. Inc. See *Columbia Pictures Industries, Inc. v. Stoller*, et al., 05 C 2052. Plaintiff, through Mr. Stoller, filed this case under a false name. Since the inception of this case, and unquestionably prior to filing the amended complaint, Mr. Stoller knew that he had not incorporated Central Mfg. Co. However, Mr. Stoller likely attempted to conceal this fact from the Court because the trademark registrations that are the basis for the infringement claims, state that Central Mfg. Co., not Central Mfg. Inc., owns sole title to the disputed marks. The conduct of Central Mfg. Co., through Mr. Stoller, is akin to the conduct in *Dotson*. 321 F.3d 663. In *Dotson*, the Seventh Circuit upheld dismissal of a plaintiff's case with prejudice as a sanction for filing suit under a false name. *Id.* at 668. Accordingly, Central Mfg. Co. and Mr. Stoller deserve the same sanction for filing suit on [be]half of a false corporation.

After this decision, Judge Lindberg entered a final judgment against Defendant Central Mfg., Defendant Stealth and Debtor that (1) deemed them to be "vexatious litigants" and thus barred them "from instituting any lawsuit or trademark opposition without prior leave of this Court pursuant to this Court's authority under the All Writs Act"; and (2) awarded Pure Fishing more than \$900,000 in attorney's fees and damages. On February 12, 2007, the Seventh Circuit dismissed Debtor's appeal from that judgment.

10. In *Central Mfg. Co. v. Medtronic Sofamor Danek Inc.*, Opposition Nos. 9115485 and 91154617 (TTAB Feb. 19, 2004), the Board imposed Rule 11 sanctions against Defendant Central Mfg. for filing motions that were "without merit, constitute harassment, and can only be assumed to have been brought for purposes of delay."

11. In *Central Mfg. Inc. v. Third Millenium Tech. Inc.*, 61 U.S.P.Q. 1210, 1214-15 (TTAB 2001), the Board found that Debtor and Defendant Central Mfg. had "engaged in a pattern" of submitting papers that were based on "false statements and material misrepresentations." It ruled, in particular, that Debtor and Defendant Central Mfg. had filed requests for extensions of time on the basis of non-existent settlement negotiations and had "acted in bad faith and for improper purposes, i.e., to obtain additional time to harass the applicant, to obtain unwarranted extension of the opposition period, and to waste resources of applicant and the Board."

12. On March 3, 2007, based on its findings that Debtor's filings in this District "have generally proven so frivolous and wasteful of court resources," the Executive Committee of the Northern District of Illinois has declared Debtor to be a vexatious litigant and barred him from new filings in this Court without prior permission. *In re: Stoller*, Case No. 07 CV 01435 (N.D. Ill.), Order of March 8, 2007. The terms of the Order specifically stated that Debtor was "enjoined from filing any new civil action or proceeding in the United States District Court for the Northern District of Illinois without first obtaining leave" from the Executive Committee in accordance with a specified procedure set forth in the Order. *Id.*



**CERTIFICATE OF SERVICE**

I, Jonathan M. Cyrluk, certify that I caused copies of the forgoing Motion for Entry of Stipulated Permanent Injunction and Final Judgment to be served on all counsel via the Court's CM/ECF online filing system and on:

**Via U.S. Mail and Email**

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**Via U.S. Mail**

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via U.S. Mail and email where indicated this 30th day of September, 2009.

/s/ Jonathan M. Cyrluk

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IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

GOOGLE INC.,	)	
	)	Civil Action No. 07 CV 385
Plaintiff,	)	
	)	Hon. Virginia M. Kendall
vs.	)	
	)	
CENTRAL MFG. INC. a/k/a CENTRAL	)	
MFG. CO., a/k/a CENTRAL MFG. CO.	)	
(INC.), a/k/a CENTRAL	)	
MANUFACTURING COMPANY, INC.	)	
and a/k/a CENTRAL MFG. CO. OF	)	
ILLINOIS; and STEALTH INDUSTRIES,	)	
INC. a/k/a RENTAMARK and a/k/a	)	
RENTAMARK.COM,	)	
	)	
Defendants.	)	

**DECLARATION OF MICHAEL T. ZELLER IN SUPPORT OF**  
**MOTION FOR ENTRY OF STIPULATED PERMANENT INJUNCTION**  
**AND FINAL JUDGMENT**

I, Michael T. Zeller, declare as follows:

1. I am a member of the bar of the State of Illinois, New York and California and a partner of Quinn Emanuel Urquhart Oliver & Hedges, LLP, attorneys for plaintiff Google Inc. ("Google"). I make this declaration of personal, firsthand knowledge, and if called and sworn as a witness, I could and would testify competently thereto.

2. Attached as Exhibit 1 is a true and correct copy of Leo Stoller's ("Stoller") Petition for Bankruptcy under Chapter 13, dated December 20, 2005.

3. Attached as Exhibit 2 is a true and correct copy of the Bankruptcy Court's Findings Of Fact And Conclusions Of Law On Motion Of Pure Fishing To Convert To Chapter 7, dated September 26, 2006, in the bankruptcy proceeding *In re Leo Stoller*, Case No. 05 B 64075 (N.D. Ill.).

4. Attached as Exhibit 3 is a true and correct copy of the Order Converting Chapter 13 Case to a Case Under Chapter 7, *nunc pro tunc* August 31, 2006 in the bankruptcy proceeding *In re Leo Stoller*, Case No. 05 B 64075 (N.D. Ill.).

5. Attached as Exhibit 4 is a true and correct copy of the Order Authorizing The Trustee To Act On Behalf Of Debtor's Wholly-Owned Corporations And Related Relief, entered on October 5, 2006 in the bankruptcy proceeding *In re Leo Stoller*, Case No. 05 B 64075 (N.D. Ill.).

6. Attached as Exhibit 5 is a true and correct copy of the Findings of Fact, Conclusions of Law, and Order Approving Sale of Debtor's Assets, entered on August 8, 2007 by the United States Bankruptcy Court for the Northern District of Illinois (the "Bankruptcy Court") in the bankruptcy proceeding *In re Leo Stoller*, Case No. 05 B 64075 (N.D. Ill.).

7. Attached as Exhibit 6 is a true and correct copy of the Order Approving Sale of Debtor's Assets, entered on August 8, 2007 by the Bankruptcy Court in the bankruptcy proceeding *In re Leo Stoller*, Case No. 05 B 64075 (N.D. Ill.).

8. Attached as Exhibit 7 is a true and correct copy of the Assignment of all of the stock and assets in the corporate entity defendants Central Mfg. Inc. and Stealth Industries, Inc., to The Society for the Prevention of Trademark Abuse, LLC (the "SPTA") in the bankruptcy proceeding *In re Leo Stoller*, Case No. 5 B 64075 (N.D. Ill.).

9. Attached as Exhibit 8 is a true and correct copy of an email from Lance G. Johnson of the SPTA to Stoller, dated August 20, 2007.

10. Attached as Exhibit 9 is a true and correct copy of Stoller's Notice of Appeal, filed on August 10, 2007 in the bankruptcy proceeding *In re Leo Stoller*, Case No. 05 B 64075 (N.D. Ill.).

11. Attached as Exhibit 10 is a true and correct copy of the October 1, 2007 minute entry in *In re: In re: Leo Stoller*, Case No. 07 CV 04692 (N.D. Ill.), the Honorable William J. Hibbler presiding, dismissing Stoller's appeal of the Bankruptcy Court's August 8, 2007 Order Approving Sale of Debtor's Assets.

12. Attached as Exhibit 11 is a true and correct copy of the April 24, 2009 Order in *In re: In re: Leo Stoller*, Case No. 07 CV 04692 (N.D. Ill.), denying Stoller's motion to reinstate the appeal of the Bankruptcy Court's August 8, 2007 Order Approving Sale of Debtor's Assets.

13. Attached as Exhibit 12 is a true and correct copy of the May 8, 2009 Order in *In re: In re: Leo Stoller*, Case No. 07 CV 04692 (N.D. Ill.), denying Stoller's motion to appeal *in forma pauperis*.

14. Attached as Exhibit 13 is a true and correct copy of Stoller's Notice of Filing and Notice of Appeal, filed on May 22, 2009 in *In re: In re: Leo Stoller*, Case No. 07 CV 04692 (N.D. Ill.).

15. Attached as Exhibit 14 is a true and correct copy of the Circuit Rule 3(b) Notice, dated May 28, 2009 and filed in *In re: In re: Leo Stoller*, Case No. 07 CV 04692 (N.D. Ill.). A search conducted on the Seventh Circuit Court of Appeal's PACER website resulted in no matches for the appeal number 09-2385, listed in the May 28, 2009 Circuit Rule 3(b) Notice.

16. Attached as Exhibit 15 is a true and correct copy of the Docket, as of September 29, 2009, for *In re: In re: Leo Stoller*, Case No. 07 CV 04692 (N.D. Ill.).

17. Attached as Exhibit 16 is a true and correct copy of excerpts of the deposition of Leo D. Stoller, taken on November 2, 2005 in the Trademark Trial and Appeal Board ("TTAB") proceeding Opposition No. 91125818.

18. Attached as Exhibit 17 is a true and correct copy the September 30, 2005 Memorandum Opinion and Order in *Central Mfg. Co. et. al. v. Brett et. al.*, Case No. 04 C 3049 in the United States District Court for the Northern District of Illinois, the Honorable David H. Coar presiding.

19. Attached as Exhibit 18 is a true and correct copy of the Order and Statement dated November 16, 2005 issued by this Court, the Honorable George W. Lindberg presiding, in *Central Mfg. Co., et al. v. Pure Fishing Inc., et al.*, Case No. 05 C 00725.

20. Attached as Exhibit 19 is a true and correct copy of the October 4, 2006 Final Judgment in *Central Mfg. Co., et al. v. Pure Fishing Inc., et al.*, No. 05 C 00725.

21. Attached as Exhibit 20 are true and correct copies of (1) the July 30, 2006 Order by the TTAB dismissing Defendant Central Mfg. Co. (Inc.)'s Opposition Proceeding against Google, and (2) the TTAB Order attached thereto, dated July 14, 2006, finding that Defendant Central Mfg.'s assertions of rights to the GOOGLE mark were "baseless" and done for the improper purposes of coercing monetary payment for trademarks to which it demonstrated no proprietary right.

22. Attached as Exhibit 21 is a true and correct copy of Defendant Central Mfg. Co. (Inc.)'s Notice of Opposition to Google Inc.'s application to register the GOOGLE mark for certain goods, without exhibits, dated March 1, 2006 and filed before the TTAB.

23. Attached as Exhibit 22 is a true and correct copy of Defendant Central Mfg. Co. (Inc.)'s Petition for Cancellation of Google Inc.'s registration of the GOOGLE mark for certain goods and services, without exhibits, dated April 18, 2006 and filed before the TTAB (hereinafter, the "Cancellation Proceeding").

24. Attached as Exhibit 23 is a true and correct copy of the June 26, 2008 Order in the TTAB Cancellation Proceeding No. 92045778.

25. Attached as Exhibit 24 is a true and correct copy of the profile of Central Mfg. Inc. on the Delaware Secretary of State website, as of September 2, 2009.

26. Attached as Exhibit 25 is a true and correct copy of the profile of Stealth Industries, Inc. on the Delaware Secretary of State website, as of September 2, 2009.

///

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///

///

///

///

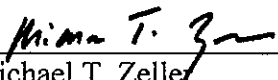
///

///

27. Attached as Exhibit 26 is a true and correct copy of the May 15, 2006 declaration of Leo Stoller, submitted with Defendant Central Mfg. Co. (Inc.)'s May 15, 2006 Motion for Summary Judgment, filed before the TTAB in connection with Defendant Central Mfg. Co. (Inc.)'s Petition for Cancellation of Google Inc.'s registration of the GOOGLE mark for certain goods and services.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on September 30, 2009, at Los Angeles, California.

  
\_\_\_\_\_  
Michael T. Zelle

**CERTIFICATE OF SERVICE**

I, Jonathan M. Cyrluk, certify that I caused copies of the forgoing Declaration of Michael T. Zeller in Support of Motion for Entry of Stipulated Permanent Injunction and Final Judgment to be served on all counsel via the Court's CM/ECF online filing system and on:

**Via U.S. Mail and Email**

Leo Stoller  
7115 W. North Avenue, #272  
Oak Park, IL 60302  
E-Mail: [ldms4@hotmail.com](mailto:ldms4@hotmail.com)

**Via U.S. Mail**

Richard M. Fogel, Trustee  
Shaw, Gussis, Fishman, Glantz, Wolfson &  
Towbin, LLC  
321 North Clark Street, Suite 800  
Chicago, IL 60610  
E-Mail: [rfogel@shawgussis.com](mailto:rfogel@shawgussis.com) and  
[rfogel@ecf.epiqsystems.com](mailto:rfogel@ecf.epiqsystems.com)

**Via U.S. Mail**

Lance G. Johnson  
The Society For The Prevention Of Trademark  
Abuse, LLC  
10560 Main Street, Suite 220  
Fairfax, Virginia 22030  
E-Mail: [ljohnson@roylance.com](mailto:ljohnson@roylance.com)

via U.S. Mail and email where indicated this 30th day of September, 2009.

/s/ Jonathan M. Cyrluk

---



EXHIBIT 1

## Voluntary Petition

Name of Joint Debtor (Spouse) (Last, First, Middle):

All Other Names used by the Joint Debtor in the last 8 years  
(include married, maiden, and trade names):

Last four digits of Soc. Sec./Complete EIN or other Tax ID No. (if more than one, state all)

Street Address of Joint Debtor (No. & Street, City, and State):

ZIP Code

ZIP Code \_\_\_\_\_

County of Residence or of the Principal Place of Business:

Mailing Address of Joint Debtor (if different from street address):

ZIP Code

**Chapter of Bankruptcy Code Under Which  
the Petition is Filed (Check one box)**

- ☐ Health Care Business
- ☐ Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B)
- ☐ Railroad
- ☐ Stockbroker
- ☐ Commodity Broker
- ☐ Clearing Bank
- ☐ Nonprofit Organization qualified under 15 U.S.C. § 501(c)(3)

- ☐ Chapter 7      ☐ Chapter 11      ☐ Chapter 15 Petition for Recognition  
of a Foreign Main Proceeding
- ☐ Chapter 9      ☐ Chapter 12      ☐ Chapter 15 Petition for Recognition  
of a Foreign Nonmain Proceeding
- ☒ Chapter 13

**Nature of Debts (Check one box)**

- ☒ Consumer/Non-Business      ☐ Business

Filing Fee (Check one box)

- ☒ Full Filing Fee attached
- ☐ Filing Fee to be paid in installments (Applicable to individuals only) Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A.
- ☐ Filing Fee waiver requested (Applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.

## Chapter 11 Debtors

Check one box:

- ☐ Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D).
- ☐ Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D).

Check if:

- ☐ Debtor's aggregate noncontingent liquidated debts owed to non-insiders or affiliates are less than \$2 million.

## Statistical/Administrative Information

- ☒ Debtor estimates that funds will be available for distribution to unsecured creditors.
- ☐ Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.

THIS SPACE IS FOR COURT USE ONLY

Estimated Number of Creditors	
1-10	10
11-20	10
21-30	10
31-40	10
41-50	10
51-60	10
61-70	10
71-80	10
81-90	10
91-100	10
101-120	10
121-140	10
141-160	10
161-180	10
181-200	10
201-220	10
221-240	10
241-260	10
261-280	10
281-300	10
301-320	10
321-340	10
341-360	10
361-380	10
381-400	10
401-420	10
421-440	10
441-460	10
461-480	10
481-500	10
501-520	10
521-540	10
541-560	10
561-580	10
581-600	10
601-620	10
621-640	10
641-660	10
661-680	10
681-700	10
701-720	10
721-740	10
741-760	10
761-780	10
781-800	10
801-820	10
821-840	10
841-860	10
861-880	10
881-900	10
901-920	10
921-940	10
941-960	10
961-980	10
981-1000	10
1001-1020	10
1021-1040	10
1041-1060	10
1061-1080	10
1081-1100	10
1101-1120	10
1121-1140	10
1141-1160	10
1161-1180	10
1181-1200	10
1201-1220	10
1221-1240	10
1241-1260	10
1261-1280	10
1281-1300	10
1301-1320	10
1321-1340	10
1341-1360	10
1361-1380	10
1381-1400	10
1401-1420	10
1421-1440	10
1441-1460	10
1461-1480	10
1481-1500	10
1501-1520	10
1521-1540	10
1541-1560	10
1561-1580	10
1581-1600	10
1601-1620	10
1621-1640	10
1641-1660	10
1661-1680	10
1681-1700	10
1701-1720	10
1721-1740	10
1741-1760	10
1761-1780	10
1781-1800	10
1801-1820	10
1821-1840	10
1841-1860	10
1861-1880	10
1881-1900	10
1901-1920	10
1921-1940	10
1941-1960	10
1961-1980	10
1981-2000	10
2001-2020	10
2021-2040	10
2041-2060	10
2061-2080	10
2081-2100	10
2101-2120	10
2121-2140	10
2141-2160	10
2161-2180	10
2181-2200	10
2201-2220	10
2221-2240	10
2241-2260	10
2261-2280	10
2281-2300	10
2301-2320	10
2321-2340	10
2341-2360	10
2361-2380	10
2381-2400	10
2401-2420	10
2421-2440	10
2441-2460	10
2461-2480	10
2481-2500	10
2501-2520	10
2521-2540	10
2541-2560	10
2561-2580	10
2581-2600	10
2601-2620	10
2621-2640	10
2641-2660	10
2661-2680	10
2681-2700	

[illegible]

	Estimated Assets
Real Estate	\$100,000
Personal Property	75,000
Total	\$175,000

☒ \$0 to \$50,000
 ☐ \$50,001 to \$100,000
 ☐ \$100,001 to \$500,000
 ☐ \$500,001 to \$1 million
 ☐ \$1,000,001 to \$10 million
 ☐ \$10,000,001 to \$50 million
 ☐ \$50,000,001 to \$100 million
 ☐ More than \$100 million

### Estimated Debts

☐ \$0 to \$50,000    
 ☐ \$50,001 to \$100,000    
 ☒ \$100,001 to \$500,000    
 ☐ \$500,001 to \$1 million    
 ☐ \$1,000,001 to \$10 million    
 ☐ \$10,000,001 to \$50 million    
 ☐ \$50,000,001 to \$100 million    
 ☐ More than \$100 million

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(Official Form 1) (10/05)

FORM B1, Page 2

**Voluntary Petition***(This page must be completed and filed in every case)*

Name of Debtor(s):

**Stoller, Leo****Prior Bankruptcy Case Filed Within Last 8 Years (If more than one, attach additional sheet)**

Location

Where Filed: **- None -**

Case Number:

Date Filed:

**Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)**

Name of Debtor:

**- None -**

Case Number:

Date Filed:

District:

Relationship:

Judge:

**Exhibit A**

(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)

☐ Exhibit A is attached and made a part of this petition.

**Exhibit B**

(To be completed if debtor is an individual whose debts are primarily consumer debts.)

I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter.

I further certify that I delivered to the debtor the notice required by §342(b) of the Bankruptcy Code.

**X** /s/ Melvin J. Kaplan, Bennett A. Kahn, Rae Kaplan **December 20, 2005**

Signature of Attorney for Debtor(s)

Date

**Melvin J. Kaplan, Bennett A. Kahn, Rae Kaplan****Exhibit C**

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

☐ Yes, and Exhibit C is attached and made a part of this petition.

☒ No

**Certification Concerning Debt Counseling by Individual/Joint Debtor(s)**

☒ I/we have received approved budget and credit counseling during the 180-day period preceding the filing of this petition.

☐ I/we request a waiver of the requirement to obtain budget and credit counseling prior to filing based on exigent circumstances. (Must attach certification describing.)

**Information Regarding the Debtor (Check the Applicable Boxes)****Venue (Check any applicable box)**

- ☒ Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.
- ☐ There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.
- ☐ Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

**Statement by a Debtor Who Resides as a Tenant of Residential Property***Check all applicable boxes.*

- ☐ Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

\_\_\_\_\_  
(Name of landlord that obtained judgment)

\_\_\_\_\_  
(Address of landlord)

- ☐ Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and
- ☐ Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.

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FORM B1, Page 3

(Official Form 1) (10/05)

**Voluntary Petition***(This page must be completed and filed in every case)*Name of Debtor(s):  
**Stoller, Leo****Signatures****Signature(s) of Debtor(s) (Individual/Joint)**

I declare under penalty of perjury that the information provided in this petition is true and correct.  
[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.

[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by §342(b) of the Bankruptcy Code.

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

**X** /s/ Leo StollerSignature of Debtor **Leo Stoller****X** \_\_\_\_\_

Signature of Joint Debtor

Telephone Number (If not represented by attorney)

December 20, 2005

Date

**Signature of Attorney****X** /s/ Melvin J. Kaplan, Bennett A. Kahn, Rae Kaplan

Signature of Attorney for Debtor(s)

Melvin J. Kaplan, Bennett A. Kahn, Rae Kaplan

Printed Name of Attorney for Debtor(s)

Melvin J. Kaplan & Associates P.C.

Firm Name

14 E. Jackson Blvd.Suite 1200Chicago, IL 60604

Address

Email: www.financialrelief.com(312)294-8989 Fax: (312)294-8995

Telephone Number

December 20, 2005

Date

**Signature of Debtor (Corporation/Partnership)**

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

**X** \_\_\_\_\_

Signature of Authorized Individual

Printed Name of Authorized Individual

Title of Authorized Individual

Date

**Signature of a Foreign Representative**

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

☐ I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by §1515 of title 11 are attached.

☐ Pursuant to §1511 of title 11, United States Code, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

**X** \_\_\_\_\_

Signature of Foreign Representative

Printed Name of Foreign Representative

Date

**Signature of Non-Attorney Bankruptcy Petition Preparer**

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19B is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

**X** \_\_\_\_\_

Date

Signature of Bankruptcy Petition Preparer or officer, principal, responsible person, or partner whose social security number is provided above.

Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

*A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. §110; 18 U.S.C. §156.*

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS

**NOTICE TO INDIVIDUAL CONSUMER DEBTOR UNDER § 342(b)  
OF THE BANKRUPTCY CODE**

In accordance with § 342(b) of the Bankruptcy Code, this notice: (1) Describes briefly the services available from credit counseling services; (2) Describes briefly the purposes, benefits and costs of the four types of bankruptcy proceedings you may commence; and (3) Informs you about bankruptcy crimes and notifies you that the Attorney General may examine all information you supply in connection with a bankruptcy case. You are cautioned that bankruptcy law is complicated and not easily described. Thus, you may wish to seek the advice of an attorney to learn of your rights and responsibilities should you decide to file a petition. Court employees cannot give you legal advice.

**1. Services Available from Credit Counseling Agencies**

With limited exceptions, § 109(h) of the Bankruptcy Code requires that all individual debtors who file for bankruptcy relief on or after October 17, 2005, receive a briefing that outlines the available opportunities for credit counseling and provides assistance in performing a budget analysis. The briefing must be given within 180 days **before** the bankruptcy filing. The briefing may be provided individually or in a group (including briefings conducted by telephone or on the Internet) and must be provided by a nonprofit budget and credit counseling agency approved by the United States trustee or bankruptcy administrator. The clerk of the bankruptcy court has a list that you may consult of the approved budget and credit counseling agencies.

In addition, after filing a bankruptcy case, an individual debtor generally must complete a financial management instructional course before he or she can receive a discharge. The clerk also has a list of approved financial management instructional courses.

**2. The Four Chapters of the Bankruptcy Code Available to Individual Consumer Debtors**

**Chapter 7: Liquidation (\$220 filing fee, \$39 administrative fee, \$15 trustee surcharge: Total Fee \$274)**

1. Chapter 7 is designed for debtors in financial difficulty who do not have the ability to pay their existing debts. Debtors whose debts are primarily consumer debts are subject to a "means test" designed to determine whether the case should be permitted to proceed under chapter 7. If your income is greater than the median income for your state of residence and family size, in some cases, creditors have the right to file a motion requesting that the court dismiss your case under § 707(b) of the Code. It is up to the court to decide whether the case should be dismissed.

2. Under chapter 7, you may claim certain of your property as exempt under governing law. A trustee may have the right to take possession of and sell the remaining property that is not exempt and use the sale proceeds to pay your creditors.

3. The purpose of filing a chapter 7 case is to obtain a discharge of your existing debts. If, however, you are found to have committed certain kinds of improper conduct described in the Bankruptcy Code, the court may deny your discharge and, if it does, the purpose for which you filed the bankruptcy petition will be defeated.

4. Even if you receive a general discharge, some particular debts are not discharged under the law. Therefore, you may still be responsible for most taxes and student loans; debts incurred to pay nondischargeable taxes; domestic support and property settlement obligations; most fines, penalties, forfeitures, and criminal restitution obligations; certain debts which are not properly listed in your bankruptcy papers; and debts for death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs. Also, if a creditor can prove that a debt arose from fraud, breach of fiduciary duty, or theft, or from a willful and malicious injury, the bankruptcy court may determine that the debt is not discharged.

**Chapter 13: Repayment of All or Part of the Debts of an Individual with Regular Income (\$150 filing fee, \$39 administrative fee: Total fee \$189)**

1. Chapter 13 is designed for individuals with regular income who would like to pay all or part of their debts in installments over a period of time. You are only eligible for chapter 13 if your debts do not exceed certain dollar amounts set forth in the Bankruptcy Code.

2. Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, using your future earnings. The period allowed by the court to repay your debts may be three years or five years, depending upon your income and other factors. The court must approve your plan before it can take effect.

3. After completing the payments under your plan, your debts are generally discharged except for domestic support obligations; most student loans; certain taxes; most criminal fines and restitution obligations; certain debts which are not properly listed in your bankruptcy papers; certain debts for acts that caused death or personal injury; and certain long term secured obligations.

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B 201 (10/05)

**Chapter 11: Reorganization (\$1000 filing fee, \$39 administrative fee: Total fee \$1039)**

Chapter 11 is designed for the reorganization of a business but is also available to consumer debtors. Its provisions are quite complicated, and any decision by an individual to file a chapter 11 petition should be reviewed with an attorney.

**Chapter 12: Family Farmer or Fisherman (\$200 filing fee, \$39 administrative fee: Total fee \$239)**

Chapter 12 is designed to permit family farmers and fishermen to repay their debts over a period of time from future earnings and is similar to chapter 13. The eligibility requirements are restrictive, limiting its use to those whose income arises primarily from a family-owned farm or commercial fishing operation.

**3. Bankruptcy Crimes and Availability of Bankruptcy Papers to Law Enforcement Officials**

A person who knowingly and fraudulently conceals assets or makes a false oath or statement under penalty of perjury, either orally or in writing, in connection with a bankruptcy case is subject to a fine, imprisonment, or both. All information supplied by a debtor in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the United States Trustee, the Office of the United States Attorney, and other components and employees of the Department of Justice.

**WARNING:** Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information regarding your creditors, assets, liabilities, income, expenses and general financial condition. Your bankruptcy case may be dismissed if this information is not filed with the court within the time deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court.

**Certificate of Attorney**

I hereby certify that I delivered to the debtor this notice required by § 342(b) of the Bankruptcy Code.

Melvin J. Kaplan, Bennett A. Kahn, Rae Kaplan

Printed Name of Attorney

Address:

14 E. Jackson Blvd.

Suite 1200

Chicago, IL 60604

(312)294-8989

X /s/ Melvin J. Kaplan, Bennett A.  
Kahn, Rae Kaplan

Signature of Attorney

December 20, 2005

Date

**Certificate of Debtor**

I (We), the debtor(s), affirm that I (we) have received and read this notice.

Leo Stoller

Printed Name(s) of Debtor(s)

X /s/ Leo Stoller

Signature of Debtor

December 20, 2005

Date

Case No. (if known) \_\_\_\_\_

X \_\_\_\_\_

Signature of Joint Debtor (if any)

Date

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Brett Brothers Inc.  
9515 E. Montgomery  
Spokane, WA 99206

Counsel Press

Hi-Tec Sports USA  
c/o Bremer & Whyte  
444 W. C. St., Ste. 140  
San Diego, CA 92101

Julia Bishop

NEWDEA, Inc.  
c/o Holme, Roberts & Owen  
90 S. Cascade Ave., Ste. 1300  
Colorado Springs, CO 80903

Pure Fishing  
c/o Banner & Witcoff  
10 S. Wacker Dr., Ste. 3000  
Chicago, IL 60606



EXHIBIT 2

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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

In re:	)	Case No. 05 B 64075
	)	Chapter 13
LEO STOLLER,	)	
	)	Honorable Jack B. Schmetterer
Debtor.	)	
	)	
	)	

**FINDINGS OF FACT AND CONCLUSIONS OF LAW ON  
MOTION OF PURE FISHING TO CONVERT TO CHAPTER 7**

**INTRODUCTION**

This case was filed voluntarily under Chapter 13 of the Bankruptcy Code by Leo Stoller ("Debtor" or "Stoller"). A creditor Pure Fishing, Inc. ("Pure Fishing" or "Movant") moved to convert this case to one under Chapter 7. This became a contested proceeding under Rule 9014 Fed.R.Bank.P. Following evidence hearing before the court, both sides rested and final argument of counsel was heard on August 31, 2006.

Following argument, decision was announced from the bench that the case would be converted to one under Chapter 7. It was then stated that written Findings of Fact and Conclusions of Law would be entered to explain that decision in detail, but there were two reasons stated on the record each of which warranted conversion. First, the Debtor who was actively engaged in business for many years lacked business books and records from which his financial condition and income could be ascertained so as to determine whether his Chapter 13 Plan for payments to the Chapter 13 Trustee was proposed in good faith. Second, Debtor deeded title in valuable real estate to a family member shortly before filing in bankruptcy and did so without apparent consideration. The circumstances of that property transfer raised serious questions as to whether it should or could be attacked as a fraud on creditors or otherwise, an issue that should be investigated by a Chapter 7 Trustee.

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An order converting this case to Chapter 7 was entered September 1, 2006, effective nunc pro tunc August 31, 2006, when decision was announced. The Court now makes and orders entry of these Findings of Fact and Conclusions of Law as further and more complete reasons for the order of conversion.

#### **NOTICE OF APPEAL**

Notice of Appeal for the Order was filed on September 11, 2006. While a trial court judge cannot enter substantive orders after filing of appeal notice, under circumstances where Findings and Conclusions are in preparation when Notice of Appeal is filed, the Appeal does not prevent the filing of Findings and Conclusions so as to aid the reviewing court in understanding detailed reasons for the ruling. See Reinstine v. Rosenfield, et al., 111 F.2d 892, 894 (7th Cir. 1940); Aoude v. Mobile Oil Corp., 862 F.2d 890, 895 (1st Cir. 1988); Evans v. Lockheed-Gorgia Co., No. C82-657A, 1983 WL 562, at \*2 (N.D. Ga. July 27, 1983). Courts have recognized that entry of Findings and Conclusions to support an order or judgment is permissible even after Notice of Appeal has been filed because that will expedite rather than interfere with the appellate process. In re Continental Airlines Corp., 60 B.R. 466, 470 (Bankr. S.D. Tex. 1986) (citing Gibbs v. Buck, 307 U.S. 66, 59 S.Ct. 725, 83 L.Ed. 1111 (1939) and Johnson v. Heyd, 415 F.2d 1005 (5th Cir. 1969)).

#### **JURISDICTION AND VENUE**

On December 20, 2005, Debtor filed a voluntary petition for relief under chapter 13 of the Bankruptcy Code (the "Petition").

Jurisdiction of this matter lies under 28 U.S.C. §§ 1334(a) and (b) and 157(a).

The Motion to Convert is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(G).

Venue of this case and of the Motion to Convert is proper in this Judicial District pursuant to 28 U.S.C. §§ 1408 and 1409.

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### **FINDINGS OF FACT**

1. Pure Fishing is an Iowa corporation with its primary place of business at 1900 18th Street, Spirit Lake, Iowa. Pure Fishing is a counterclaim plaintiff in the pending case captioned Central Mfg. Co. v. Pure Fishing, Inc., Case No. 05 C 7255 (N.D. Ill.).
2. Debtor is an individual, a resident of the state of Illinois, and a counterclaim defendant in the Pure Fishing case along with various of his corporate entities and proprietorships. On his bankruptcy Schedules he stated as his home address a United States Post Office -- not a postal box number, just the post office. A Court's notice to Debtor was returned as undeliverable.
3. When Debtor filed his Chapter 13 Petition, he failed to disclose that he filed for bankruptcy on March 23, 1998, in the Northern District of Illinois, Case No. 98-03288. Debtor subsequently filed an amendment to disclose that bankruptcy. (Stip. No. 37.) Debtor also did not disclose that he filed for chapter 13 relief on March 1, 1985 in the United States Bankruptcy Court for the Northern District of Illinois. (See PACER Docket, Case No. 85-02729).
4. Debtor represents that he "has been in the business of litigation since 1968, every day to the current date" (Ex. 7 at pp. 9-10) and that he "is the nation's most renowned Intellectual Property Entrepreneur with over 30 years in the fields of trademarks, licensing and enforcement, expert witness testimony, trademark valuation expert and legal ethics expert." (Ex. 8 at p. 1.) He advertises services that include trademark valuations, legal research, brief writing, and appeals. (Ex. 8 at p. 2.)<sup>1</sup>
5. Debtor is not a lawyer. (Resp. to Req. for Admis. 12; Ex. 77.)
6. Debtor has represented that the stated monthly income in his Petition is based on "Royalty income received by corporations owned by Debtor and passed through to him." (Resp. to Interrog. No. 10; Ex. 76.)

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<sup>1</sup> Pages numbers referenced for an exhibit generally refer to the pagination added at the bottom of each page for an exhibit that did not already bear a page number. Page numbers for deposition transcripts refer to the deposition page by the designation "Ex. XX at Dep. p. YY."

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7. Debtor has admitted that he does not receive W-2 tax and wage statements from regular employment. (Resp. to Req. for Admis. 68; Ex. 77.)

8. Debtor has admitted that he has not filed a tax return for 2005, nor any quarterly estimated payments for that year, and has no documents related to his 2005 taxes, such as a K-1 statement. (Resp. to Doc. Req. No. 5, Ex. 78.)

9. For his business described herein, Debtor did not maintain books, ledgers of account, or records of his income and expenses in any coherent form and had nothing from which creditors or the Trustee might readily be able to ascertain his financial condition.

**I. Debtor Has Failed To Disclose Material Assets  
And Asset Transfers In His Bankruptcy Schedules**

**A. Debtor Failed to Disclose Asset Transfers  
of Interest in 1212 N. Lathrop Land Trust**

10. Debtor received an interest in Land Trust No. 03-1-8199 (Midwest Bank and Trust Company) (the "Land Trust") for real property located at 1212 North Lathrop, River Forest, Illinois (PIN 15-01-113-041-0000) (the "Property") upon the death of Bertha Stoller on March 14, 2005. (Resp. to Req. for Admis. 55; Ex. 77; Stip., No. 5.)

11. In March 2005, the Debtor's beneficial interest in the Land Trust was worth at least about \$340,000. (Stip. No. 6.)

12. On March 15, 2005, Debtor assigned his beneficial interest in the Land Trust to his daughter, Julia Bishop, but retained a right of reversion and direction. (Stip. No. 7; Ex. 3 at p. 2.)

13. Debtor failed to disclose the Land Trust as a property that he holds or controls. (Ex. 1 at p. 11, Question 14.)

14. In Debtor's Statement of Financial Affairs, Question No. 10 ("Other Transfers") asked for a list of all other property, other than in the ordinary course of the business or financial affairs of the debtor, that was transferred either absolutely or as security within two years

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proceeding the commencement of this case. Debtor's answer to this question was "none." (Ex. 1 at p. 11.)

15. The assignment by Debtor of an interest in the Land Trust on March 15, 2005 was for no consideration. (Stip. No. 8; Ex. 77 Resp. to Req. for Admis. 57.)

16. Debtor executed a document on April 5, 2005, directing the execution of a mortgage for \$30,000 on Land Trust No. 03-1-8199 for the land trust at 1212 N. Lathrop, River Forest, IL (PIN 15-01-113-041-0000). (Stip. No. 17; Ex. 77 Resp. to Req. for Admis. 58; Ex. 3 at p. 19.)

17. Debtor directed the execution of another mortgage for \$99,000 for the Land Trust in documents dated within one year before Petition Date. (Stip. No. 18; Ex. 3 at p. 35.)

18. In both instances, checks for the proceeds of the mortgages were made out to "Leo Stoller," acknowledged as received shortly before filing the Petition, and deposited by Debtor into the Central Manufacturing Company, Inc." checking account where, it became commingled with other funds deposited therein. (Ex. 3 at pp. 35, 324, and 377.)

19. Receipt of the mortgage proceeds and his payments on the mortgage debt were not disclosed in Debtor's Schedules. (Ex. 1.)

**B. Debtor did not disclose rental income derived from the house at 1212 North Lathrop, River Forest, Illinois in his bankruptcy Schedules when he had an obligation to do so**

20. Debtor has been leasing to Shelye Pechulis the house at 1212 North Lathrop, River Forest, Illinois (PIN 15-01-113-041-0000) since about June 2005 for \$2250 per month. (Stip. No. 21.)

21. The rent checks issued by Ms. Pechulis were made out to Sentra Industries and deposited in the Sentra Industries, Inc. checking account. (Ex. 5 at pp. 8, 11, 14 and 367.) Following those deposits, checks were drawn on the Sentra Industries, Inc. checking account for deposit into the Central Manufacturing Company, Inc. checking account (Ex. 5 at pp. 8-10, 14-

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15, 282 and 291) as well as checks for "cash" and payments to the law firm of Grund & Leavitt for legal fees associated with Debtor's divorce proceedings. (Ex. 5 at 9, 10, 14, and 15.)

22. Debtor had an obligation to disclose, but did not disclose, the rental income in his bankruptcy Schedules. (Stip. No. 23; See also Ex. 1 at p.7., Question 2 ("Income other than from employment or operation of a business"); and Ex. 1 at p. 27, Schedule G.)

**C. Debtor receives income from the operation of a number of companies but failed to disclose said income in his bankruptcy Schedules and failed to disclose his interests in said companies**

23. Debtor receives income from the operation of a number of proprietorships, unincorporated associations, and incorporated entities. (Stip. No. 24.)

24. Debtor had an obligation to disclose, but did not disclose, his interests in the unincorporated associations, proprietorships, and incorporated entities. (Stip. No. 25.)

25. Checks made out to the unincorporated associations have been deposited to the Central Manufacturing Company, Inc. account. (Stip. No. 26; Ex. 6.)

**D. Income From Debtor's Proprietorships Were Required To Be Disclosed In The Bankruptcy Schedules**

26. Central Manufacturing Company, Inc. conducts business as "Rentamark." (Ex. 76, Answer to Interrog. No. 1.)

27. Debtor admits that Rentamark is a proprietorship. (Ex. 77, Answer to Req. for Admis. No. 16.)

28. "Central Manufacturing Company, Inc." is a name that debtor uses to conduct his personal business. (Stip. No. 13.)

29. Debtor has admitted that the only records for his business entities are notations on check stubs for his commercial checkbook. (Stip. No. 64.)

30. Debtor has represented in Response to Interrogatory No. 9 (Ex. 76), that the following entities are assumed names for Central Manufacturing Company, Inc.:

Central Mfg. Inc.  
Rentamark  
USA Sports Network Association



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The American Association of Premium Incentive, Travel Suppliers & Agents  
The National Veterinarian Service Association  
The American Recreational Tennis Association  
The American Recreational Golf Association  
The National Association of Traveling Nurses  
The American Sports Association  
The U.S. Hardware Industry Association  
The National Physician's Association  
The National Secretarial Association  
The National Optometry Association  
The National Accounting Association  
Americans for the Enforcement of Intellectual Property Rights  
The American Society of Podiatrists & Chiropractors  
Medical Associations  
The National Association of Dentistry  
The National Association of Alternative Medicine

Debtor testified that he used these names as internet sites to attract business inquiry for his services in obtaining information for a fee. He did not keep records of income from these sources.

**E. Central Manufacturing Company, Inc.**

31. Central Manufacturing Company, Inc. is not a corporate entity formed under the laws of Illinois or Delaware, or registered with the State of Illinois as a foreign corporation under that name. (Stip. No. 13.)

32. Instead, Central Manufacturing Company, Inc. is a proprietorship that the Debtor uses for personal business. (Stip. No. 14.)

33. Debtor has sole signatory authority for bank accounts in the name of "Central Manufacturing Company, Inc." (Stip. No. 15.)

34. First Security Bank savings account No. 104232 opened on Feb 4, 2005 is in the name of Central Manufacturing Company, Inc. d/b/a Rentamark c/o Leo Stoller. (Ex. 5 at p. 1.)

35. The alleged FEIN associated with this account was represented by Debtor to be No. 36-0637000. (Ex. 5 at p. 1.) Debtor has provided no proof that there is a legitimate FEIN that has been assigned by the U.S. Internal Revenue Service for Central Manufacturing Company, Inc. as a Delaware or Illinois corporation associated with Debtor.

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36. "Central Manufacturing Company, Inc." maintains checking Account No. 00-60645-0 at First Security Trust & Savings Bank, Elmwood, Park, Illinois. The account is in the name of Central Manufacturing Company, Inc. d/b/a Rentamark c/o Leo Stoller. (Ex. 5 at p. 17.)
37. Debtor deposited checks made out to a variety of other assumed named proprietorships and corporations into the "Central Manufacturing Company, Inc." checking account, thereby commingling them. (Ex. 6 ¶ 3.a.)
38. Debtor withdraws substantial sums of cash from the "Central Manufacturing Company, Inc." checking account. (Ex. 5 at p. 49.)
39. Debtor did not have a personal bank account until weeks before filing the Petition, when he opened an account in his name with Bank of America. (Ex. 79.)
40. Debtor has not listed any bank account that was in his name for the last three years. (Ex. 76 Resp. to Interrog. 2.)
41. Funds deposited into in the "Central Manufacturing Company, Inc." checking account were and are Debtor's personal property. (Stip. No. 16.)
42. During 2004, Debtor withdrew over \$37,000 in cash from the account in the name of "Central Manufacturing Company, Inc." (Ex. 6, ¶ 3.e.)
43. During 2005, Debtor withdrew over \$44,800 in cash from the account in the name of "Central Manufacturing Company, Inc." (Ex. 6, ¶ 3.f.)
44. Debtor causes checks to be drafted from the Central Manufacturing Company, Inc. checking account to First Security Bank and Trust to pay off the mortgage loans secured by the 1212 N. Lathrop property. (Ex. 5 at p. 95.)
45. Central Manufacturing Company, Inc. is not a signatory on the Notes (Ex. 3 at pp. 32 and 49) and has no property interest in 1212 N. Lathrop or the land trust associated therewith. (Ex. 3 at p. 2).

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**F. Sentra Industries, Inc.**

46. Debtor is the CEO, President, and sole shareholder of the corporation Sentra Industries, Inc. ("Sentra"). (Stip. No. 9.)
47. Sentra maintains checking Account No. 607-187, at First Security Trust and Savings Bank, Elmwood, Park, Illinois (the "Sentra Account"). (Stip. No. 10; Ex. 5 at p. 5.)
48. Debtor has sole signatory authority for the Sentra Account. (Stip. No. 11; Ex. 5 at p. 5.)
49. Debtor uses the Sentra Account as a vehicle to transfer funds, such as rent checks for the 1212 N. Lathrop property (Ex. 5 at pp. 14 and 367), to cash (Ex. 5 at p. 15 Check No. 1009), to his divorce attorneys (Ex. 5 at p. 15 Check No. 1008), and into his proprietorship (Ex. 5 at p. 15 Check No. 1011).
50. Funds are moved between the Sentra Account and an account to Central Manufacturing Company, Inc. without apparent pattern or regular practice. (Ex. 5 at pp. 9, 15.)
51. During the period of June 18, 2005 through August 31, 2005 Debtor withdrew approximately \$2,300 in cash and transferred \$4,000 to the account of Central Manufacturing Company, Inc. (Ex. 5 at pp. 9, 10, 15 and 291.)
52. Quarterly checks from Ms. Shelye Pechulis for rent associated with the 1212 N. Lathrop property are deposited into the Sentra Industries, Inc. checking account, where the funds become commingled with other funds found therein. (Ex. 5 at pp. 11, 16.)
53. Debtor withdraws substantial sums of cash from the Sentra Industries, Inc. account. (Ex. 5 at pp. 9-10, 15.)
54. Debtor admitted that he allocated revenue from his trademark operation between the Rentamark entity and S Industries, Inc., based solely on the tax considerations associated with the allocation. (Resp. to Req. for Admis. 17; Ex. 77.)

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**G. Central Mfg. Co.**

55. "Central Mfg. Co." ("CMC") is an unregistered company name assumed for the Debtor. Its business operates out of an office located on 7622 West Belmont Avenue, Chicago, Illinois. Central Mfg. Co. is not a corporation that has been organized under the laws of any state. (Stip. No. 39, 41.)

56. Central Mfg. Co. is a d/b/a name used for Debtor's personal business activities. (Ex. 77 Resp. to Req. for Admis. 2; Ex. 35, 41, 42, 53.)

57. Illinois also does not recognize Central Mfg. Co. as an assumed business name for any corporation associated with Debtor. (Ex. 43.)

58. There is no Stoller company or entity that is authorized to do business under the name of "Central Mfg. Co.," only an entity under the different name of "Central Mfg. Co. of Illinois." (Ex. 77 Resp. to Req. for Admis. 5; Ex. 46.)

59. Debtor has not disclosed income from Central Mfg. Co. in his Schedules. (Ex. 1.)

60. Debtor has acknowledged that funds in an account under the name of "Central MFG" are his personal assets. This acknowledgment was made in the disclosures provided by the Debtor in connection with his divorce proceeding (Reich v. Stoller, No. 05 D 007216 (Cook County, Ill.)). (Ex. 17 at p. 5.)

61. Debtor signed responses to interrogatories in Central Mfg. Co. v. HEPA Corporation, Opp. No. 91152243 representing that Central Mfg. Co. had yearly annual sales under the STEALTH brand in 2003 and 2004 of \$1,347,691 and \$1,587,453, respectively with advertising expenses for those years of \$87,701.80 and "\$97,348,997" [sic]. (Ex. 77 Resp. to Req. for Admis. 50.)

62. Debtor deposits checks made out to Central Mfg. Co. into the "Central Manufacturing Company, Inc." checking account, where the funds become commingled with funds from other sources deposited therein. (Ex. 5 at p. 41; Ex. 6.)

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**H. Central Mfg. Inc.**

63. Central Mfg. Inc. is registered in Delaware as a corporate entity. Debtor is its president and sole officer. Like his other entities, Central Mfg. Inc. shares the same office address as Central Mfg. Co., Inc. (Stip. No. 40; Ex. 13 at Dep. p. 157.)

64. Central Mfg. Inc. became registered with Illinois as a foreign corporation in 2005 with only the assumed name of "Central Mfg. Co. of Illinois." (Ex. 77 Resp. to Req. for Admis. 5; Ex. 46.)

65. Debtor admits that he has not filed a tax return for Central Mfg. Inc. since at least 2003. (Rcsp. to Doc. Req. 6, Ex. 78.)

66. Debtor deposits checks made out to Central Mfg. Inc. into the Central Manufacturing Company, Inc. checking account, where the funds become commingled with funds from other sources deposited therein. (Ex. 5 at p. 86.)

**I. Rentamark**

67. Debtor publishes a weblog at <http://rentmark.blogspot.com> where he offers his services to others and publishes various articles. (Ex. 77 Resp. to Req. for Admis. 14, 19; Ex. 7.)

68. On May 30, 2006 Debtor held himself out on his weblog to be "the nation's most renowned Intellectual Property Entrepreneur with over 30 years in the field of trademarks, licensing and enforcement, expert witness testimony, trademark valuation Expert and legal ethics expert." (Ex. 7 at p. 1.)

69. Also on May 30, 2006 Debtor was representing that "Rentamark is in the business of buying, selling and licensing trademarks, trademark valuations, expert witness testimony, trademark litigation support services, including legal research, drafting pleadings, appeals etc." (Ex. 7 at p. 2.)

70. Debtor has admitted that he uses the Rentamark (also spelled Rent-A-Mark) entity as a proprietorship for his personal activities. (Ex. 77 Resp. to Req. for Admis. 16; Ex. 26 at Dep. pp. 129 and 160; Ex. 38 at Dep. pp. 30-31; Ex. 40.)

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71. Debtor has also testified that he uses the Rentamark name as an assumed name for Central Mfg. Inc. (Ex. 39 at Dep. pp. 60-61.)

72. Debtor has also responded in his sworn response to Interrogatory No. 1 (Ex. 76) that Rentamark is an assumed name for Central Manufacturing Company, Inc. (Resp. to Interrog. No. 1; Ex. 76.)

73. Debtor deposits checks made out to "Rentamark.com" and "Rent-A-Mark" into the Central Manufacturing Company, Inc. checking account where it becomes commingled with other funds. (Ex. 5 at pp. 39, 42, 119, 156-58; Ex. 6.)

**J. U.S. Hardware Industry Association**

74. Debtor receives checks from Freightquote.com, Inc. from time to time which are made payable to the order of "U.S. Hardware Industry Assn." (Ex. 5 at p. 87.)

75. These checks are deposited into the checking account of "Central Manufacturing Company, Inc." and commingled with funds from other sources found therein. (Ex. 5 at p. 87.)

76. Debtor did not produce records from which it can be determined whether he reported in his bankruptcy Schedules the income from U.S. Hardware Industry Assn, which is an unregistered and unincorporated entity.

**K. National Association of Traveling Nurses**

77. Debtor receives checks from time to time which are made payable to "Natl Assn of Traveling Nurses." These checks are deposited into the checking account of "Central Manufacturing Company, Inc." and commingled with the funds from other sources found therein. (Ex. 5 at pp. 24, 136, 161; Ex. 6.)

78. Debtor did not produce records from which it can be determined whether he reported the said income in his Schedules.

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**L. American Sports Association**

79. Debtor receives checks from an entity known as Freightquote.com, Inc. from time to time, which are made payable to "American Sports Assn." These checks are deposited into the checking account of "Central Manufacturing Company, Inc." and commingled with the funds from other sources found therein. (Ex. 5 pp. 87, 161; Ex. 6.)

80. Debtor did not maintain records from which it can be determined whether he reported this income in his Schedules.

81. No person other than Debtor is involved in running "American Sports Association." (Ex. 13 at Dep. p. 325.)

**M. Other Entities**

82. Debtor receives checks from time to time made payable to "Havoc Brand Products and Services." These checks are deposited into the checking account of "Central Manufacturing Company, Inc." and commingled with the funds from other sources found deposited therein. (Ex. 5 at pp. 52, 148; Ex. 6.)

83. Debtor receives checks made payable to "Stealth Brand Products and Services" and deposits them into the "Central Manufacturing Company, Inc." checking account where the funds become commingled with funds from other sources deposited therein. (Ex. 5 at pp. 43, 148; Ex. 6.)

84. Debtor deposits checks made payable to "Stcalth" and deposits them into the "Central Manufacturing Company, Inc." checking account where the funds become commingled with funds from other sources deposited therein. (Ex. 5 at pp. 93, 137, 145; Ex. 6.)

85. Debtor deposits checks made payable to "American Society of Podiatrists" and deposits them into the "Central Manufacturing Company, Inc." checking account where the funds become commingled with funds from other sources deposited therein. (Ex. 5 at p. 98; Ex. 6.)



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86. Debtor has also sent letters to others representing himself to be the President of "Stealth" (Ex. 27), doing business as the proprietorship "Air Frame" (Ex. 28), and doing business as the proprietorship "Aerospace" (Ex. 30).

87. Debtor has filed pleadings that identify Sentra Sporting USA Co. as his proprietorship. (Ex. 37)

88. Debtor has acknowledged that he founded organizations called "Americans for the Enforcement of Attorney Ethics" and "Americans for the Enforcement of Judicial Ethics." He uses his website for these organizations to teach others how to file disciplinary complaints against attorneys and judges. (Ex. 51 at Dep. pp. 98-99.)

89. Debtor refused to answer when asked if these ethics organizations were really just another name for himself. (Ex. 51 at Dep. p. 100.)

90. In 2003, Debtor and his proprietorships "Give a Gift Online," "American Conservation Society," and "Association Network Management" were named in a Consent Decree with the Illinois Attorney General. (Ex. 54.)

91. None of these proprietorships has been disclosed in Debtor's Schedules, and there are no records showing Debtor's income therefrom.

## **II. Debtor And His Businesses Are Indistinguishable**

92. Debtor makes all pertinent decisions for the assumed name entities through which he operates. (Ex. 13 at pp. 6-7.)

93. Debtor testified that he is "the actual controlling entity of where the marks go, quality and control, what entity they – what I choose to put them in." (Ex. 13 at Dep. pp. 23-24.)

94. All of the business entities owned and operated by Debtor have the same office address. (Ex. 13 at Dep. p. 157.)

95. Debtor's corporations do not keep regular corporate books and records of finances. (Ex. 13 at Dep. pp. 163-64, 172-73, 176; Stip. Nos. 63-65, 67; Ex. 78 Resp. to Req. 11.)

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96. Funds of Debtor's corporations are commingled with funds from other corporations, proprietorships, and with Debtor's personal funds. (Ex. 6; Stip. Nos. 14 and 16.)
97. Debtor's corporations have not filed tax returns since at least 2003. (Ex. 78 Resp. to Req. No. 6.)
98. Debtor's corporations have not issued W-2 statements. (Ex. 78 Resp. to Req. No. 10; Ex. 16 at p. 2.) Debtor has, however, testified that he has three "employees". (Ex. 13 at pp. 13-14.)
99. Debtor has also testified (at his 341 Meeting) that he uses three "independent contractors" in his office, but represents that there are no documents that reflect any payment of money, funds, or other valuable asset to these individuals. (Ex. 78 Resp. to Doc. Req. No. 10.)
100. Debtor produced no records that his corporations pay, or have paid, dividends. (Ex. 78 Resp. to Req. No. 10.)
101. Debtor described his corporations as having a negative value. (Ex. 16 at pp. 2 and 4.)
102. All stock issued by Debtor's corporations, 1000 shares at issue value of \$1.00 each, are owned by Debtor. (Ex. 1 at p. 17.)
103. Debtor's corporations have no officers other than Debtor. (Stip. No. 40; Ex. 1 at p. 17.)
104. Debtor refers to the assets of his companies and corporations as his personal assets. (Ex. 13 at Dep. pp. 328-29.)
105. Debtor directs licensing revenue between his corporations and his proprietorships based on tax considerations. (Ex. 26 at Dep p. 130-31; Ex. 77 Resp. to Req. for Admis.17.)
106. Debtor deposits checks made out to "Leo D. Stoller" into the "Central Manufacturing Company, Inc." checking account where the funds become commingled with funds from other sources deposited therein. (Ex. 5 at p. 99, 161, 174.)

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107. Debtor uses the "Central Manufacturing Company, Inc." checking account as a common account for his personal, proprietorship, and corporate funds where all funds are commingled without associated financial books or records to distinguish funds among the entities. (Ex. 6; Stip. Nos. 63-64.)

108. None of the checks deposited to the "Central Manufacturing Company, Inc." checking account no. 606-450 are made out to the named account holder. The list of payees for checks deposited to this account include about 20 different persons and entities. (Ex. 6.)

**III. Debtor's Schedules Are Replete  
With Omissions and Misleading Disclosures**

**A. Undisclosed Interests in Other Real Estate**

109. In 2005, Debtor has asserted some ownership interests in three residences located in Elmwood Park, Illinois in connection with the divorce proceeding Reich v. Stoller, No. 05 D 007216 (Cook County, Ill.). (Resp. to Req. for Admis. 61; Ex. 77.)

110. Debtor has not disclosed ownership interests in any of these properties in his Schedules. (Ex. 1)

**B. Inaccurate Balance in His Personal Bank Account**

111. Debtor's Bank of America accounts were opened shortly before filing of his Bankruptcy Petition. (Ex. 79 at p. 7.)

112. In response to Interrogatory No. 2, Debtor did not identify any other bank account in his name, whether closed or open. He identified only accounts in the names of Central Manufacturing Company, Inc. and Sentra Industries, Inc. (Ex. 76 Resp. to Interrog. No. 2.)

113. On the date of the Petition filing, the balance in Debtor's Bank of America account was \$3,255.00, rather than \$200.00 as represented in Schedule B. (Ex. 1 and 79 at p. 9.)

114. Debtor's Bank of America account has been used for business purposes, including the payment of certain fees to the State of Delaware for the benefit of Debtor's corporations. (Ex. 79 at p. 18.)

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**C. Inconsistent and Unreliable Representations of Income**

115. Debtor has represented his stated income in the Response to Marital Interrogatories made in connection with the divorce proceeding Reich v. Stoller, No. 05 D 007216 (Cook County, Ill.) to be approximately \$4,500 per year for the past three years. (Ex. 77 Resp. to Req. for Admis. 48; Ex. 16 at p. 3.)
116. Debtor wrote a facsimile transmission dated November 22, 2005 in which he represented that his businesses take in only about \$100,000 per year. (Ex. 77 Resp. to Req. for Admis. 51; Ex. 18.)
117. Debtor has represented to this Court in "Debtor's Response to Motion to Convert to Chapter 7 and for Immediate Appointment of Trustee," on page 7 thereof, that the gross income from Central Mfg. Co. is around \$200,000 per year. (Ex. 77 Resp. to Req. for Admis. 52.)
118. Debtor has admitted that he does not receive W-2 tax and wage statements from regular employment. (Ex. 77 Resp. to Req. for Admis. 68.)
119. Debtor has represented that he has not filed a tax return for 2005, no quarterly estimated payments, and has no documents related to his 2005 taxes, e.g., a K-1 statement. (Ex. 78 Resp. to Doc. Req. No. 5.)
120. Debtor's tax return for 2001 showed an adjusted gross income of (-\$2,522) on business income of \$9,875. (Ex. 14 at pp. 2-7.)
121. Debtor's tax return for 2002 showed an adjusted gross income of (-\$2,844) on business income of \$12,675. (Ex. 14 at pp. 8-15.)
122. Debtor's tax return for 2003 showed an adjusted gross income of (-\$3,690) on business income of \$12,875. (Ex. 14 at pp. 16-23.)
123. Debtor's tax return for 2004 showed an adjusted gross income of (-\$4,550) on business income of \$7,600. (Ex. 14 at pp. 22-29.)

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124. Debtor's 2001-2004 tax returns were all filed in November or December of 2005. (Ex. 14.)

125. Debtor has not filed tax returns for any company, corporation, association, or proprietorship for 2003, 2004, or 2005. (Ex. 78 Resp. to Doc. Req. No. 6.)

126. The company income and advertising expenses presented in Debtor's income tax returns for 2001-2003 do not correlate with the income and advertising expenses described by Debtor in sworn interrogatory responses. (Compare Ex. 14 with Ex. 15 at pp. 2-3 and Ex. 77 Resp. to Req. for Admis. 50.)

**D. Undisclosed Trademark Rights and Claims for Trademark Infringement**

127. In response to an Order by Judge Coar in Central Mfg. Co. v. George Brett, Case No. 04 C 3049 (N.D. Ill.), Debtor was required to identify to the court and certify his interests in any trademark rights. On March 22, 2006, Debtor identified ownership rights in the goodwill represented by two trademark registrations, US Trademark Registration Nos. 2107047 (MERCHANT OF VENICE for restaurant services) and 1765833 (STRADIVARIUS for stationery and pens). (Ex. 10-11.)

128. Debtor did not disclose in his bankruptcy Schedules his ownership of these two registrations, the business goodwill underlying each, or the business assets associated with each. (Ex. 1.)

129. Debtor has previously testified that he "holds rights to the mark STEALTH." (Ex. 13 at p. 5.) However, no such rights were identified in Debtor's Schedules. (Ex. 1.)

130. Debtor is a named party in more than one current trademark opposition proceeding or appeal in which he alleges a personal interest in one or more valuable trademark rights, yet none of these pending proceedings were identified in the Petition or Schedules. (Ex. 58.)

131. In a letter dated November 29, 2005, Debtor asserted that he has done business under the name GOOGLE since 1981, with an aggressive licensing program. Debtor has levied

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allegations against Google, Inc. that suggest a potential claim of trademark infringement against this well known search engine company. Debtor has offered to settle the matter for \$150,000. (Ex. 23.) His potential claim under the name of that entity was not disclosed in his Schedules. (Ex. 1.)

132. In a letter dated September 8, 2005, Debtor provided an entity called Loveland Products with a second notice accusing that company of infringement of an undesignated trademark right for STEALTH. Debtor executed the document as "President." The letterhead identifies an entity called STEALTH. (Ex. 27.) Debtor ultimately filed, and still has pending, an opposition against Loveland Products. (Ex. 59.) Debtor did not disclose any of the information contained herein in his Schedules. (Ex. 1.)

133. Debtor prevailed in a trademark opposition against York International Corporation (Opp. No. 121,420), for use of the mark STEALTH on air conditioners. Debtor asserted, and prevailed, on assertions and submitted proofs of rights in use of that trademark on sales of "fans, air coolers and air conditioners." (Ex. 34, 64.) Debtor has not listed any income nor profits from sales of fans, air coolers, or air conditioners in his Schedules. (Ex. 1.)

134. Debtor submitted an assignment document as an attachment to a pleading in which he asserted that the assignment of trademark rights from S Industries, Inc. to "Leo Stoller d/b/a Central Mfg" gave him standing to oppose certain registrations. (Ex. 53 at pp. 8-9 and 11-16.) Debtor has not disclosed in his Schedules his ownership interest in the trademarks associated with this assignment, the goodwill of the business associated by such trademarks, or the business profits upon which such goodwill must be based. (Ex. 1.)

**IV. Debtor Has Failed To Disclose Accurately His Pre-Petition Transfers And Liabilities In His Bankruptcy Schedules**

135. Debtor failed to list at least four additional creditors -- First Security Trust, IRS Tax Lien, Benjamin, Berneman & Brom, LLC and Querrey & Harrow in his Schedules. The latter three creditors were identified in Debtor's Disclosure Statement in his divorce proceeding as holding approximately \$60,000 in claims. (Ex. 17 at p. 4.)

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136. Additionally, Benjamin, Berneman & Brom filed a proof of claim in this case seeking \$20,826. Querrey & Harrow filed a proof of claim seeking \$25,382.40.

137. Debtor has caused checks from the Central Manufacturing Company, Inc. checking account to be made payable to "Household Credit Services" for account no. 5489 5551 0377 4933 0300 8311. (Ex. 5 at pp. 59, 168.) Debtor has not listed this credit account or his liability associated therewith in his Schedules. (Ex. 1.)

**V. Debtor Does Not Have A Regular  
Ascertainable Source Of Income to Fund a Plan**

138. Debtor represented that there is a negative value in Stealth Industries, Central Mfg. Co., and Sentra Industries, Inc. (Stip. No. 32.)

139. Debtor has admitted that he does not receive W-2 tax and wage statements from regular employment. (Ex. 77 Resp. to Req. for Admis. 68.)

140. Debtor obtains his income from trafficking in trademarks. (Stip. No. 42.)

141. The income of debtor is based on false assertions of trademark infringement and/or harm due to registration of the challenged party's trademark application. (Stip. No. 47.)

142. Debtor admitted that he has been sanctioned previously by the United States Trademark Trial and Appeals Board for misconduct during administrative opposition proceedings (Ex. 77 Resp. to Req. for Admis. 35) and is currently under a sanction order by the Commissioner of the U.S. Patent and Trademark Office that restricts certain activities of Debtor for two years and permanently restricts other activities. (Stip. No. 48.) The sanction Order is found in Exhibit 72.

143. Debtor's admitted income is claimed by him to be based on income from the trademark license fees, trademark license royalties, or settlements on trademark infringement claims collected by his businesses. (Rcsp. to Interrog. No. 8; Ex. 76.) The rest of his income from various businesses is undocumented and not ascertainable.

144. Given Debtor's record in his effort to enforce claims for trademark infringement to generate most of his income, his expectations of regular future income are doubtful. In



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Central Mfg. Co. v. Pure Fishing, Inc., No. 05 C 725, 2005 WL 3090988, \*1 (N.D. Ill. Nov. 16, 2005), Judge Lindberg found that the Debtor was abusing the judicial system by filing spurious and vexatious litigation. In this respect, he concluded that:

Mr. Stoller, a non-lawyer, has earned a reputation for initiating spurious and vexatious federal litigation. See e.g. Central Mfg. Co. et al. v. Brett, 2005 WL 2445898 (N.D. Ill. Sept. 30, 2005) (Coar, J.) ("Stoller appears to be running an industry that produces often spurious, vexatious, and harassing federal litigation."); S. Indus. Inc. v. Stone Age Equip., Inc., 12 F. Supp.2d 796 (N.D. Ill. 1998) (Castillo, J.) (Stoller initiates "litigation lacking in merit and approaching harassment."); S. Indus. Inc. v. Hobbico, Inc., 940 F. Supp. 210, 211 (N.D. Ill. 1996) (Shadur, J.) (Stoller "appears to have entered into a new industry—that of instituting federal litigation."). Additionally, Mr. Stoller or his entities have been ordered to pay their opponent's attorneys' fees in at least seven reported cases. See e.g. Central Mfg. Co. et al. v. Brett, 2005 WL 2445898 (N.D. Ill. Sept. 30, 2005) (Coar, J.); S. Indus., Inc. v. Ecolab Inc., 1999 WL 162785 (N.D. Ill. Mar. 16, 1999) (Gottschall, J.); S. Indus., Inc. v. Stone Age Equip., Inc., 12 F. Supp.2d 796, 798-99, 819-20 (N.D. Ill. 1998) (Castillo, J.); S. Indus., Inc. v. Centra 2000, Inc., 1998 WL 157067 (N.D. Ill. Mar. 31, 1998) (Lindberg, J.), *aff'd* by 249 F.3d 625, 627-29 (7th Cir. 2001); S. Indus., Inc. v. Diamond Multimedia Sys., Inc., 991 F. Supp. 1012 (N.D. Ill. 1998) (Andersen, J.); S. Indus., Inc. v. Diamond Multimedia Sys., Inc., 17 F. Supp.2d 775 (N.D. Ill. 1998) (Andersen, J.); S. Indus., Inc. v. Diamond Multimedia Sys., Inc., 1998 WL 641347 (N.D. Ill. Sept. 10, 1998) (Andersen, J.); S. Indus., Inc. v. Kimberly-Clark Corp., 1996 WL 388427 (N.D. Ill. July 9, 1996) (Shadur, J.); S. Indus., Inc. v. Hobbico, Inc., 940 F. Supp. 210, 212 (N.D. Ill. 1996) (Shadur, J.).

Judge Lindberg concluded "[i]n keeping with Mr. Stoller's reputation, his actions in the instant litigation have been vexatious and sanctionable." Central Mfg. Co. v. Pure Fishing, Inc., No. 05 C 725, 2005 WL 3090988, \*1 (N.D. Ill. Nov. 16, 2005).

**VI. Debtor Does Not Maintain Financial Books Or Records That Would Allow Accurate Evaluation Of Debtor's Assets**

145. Debtor does not keep or maintain financial books or records for his business or his entities. (Stip. No. 63.) The only records for his business entities are notations on check stubs for his commercial checkbook. (Stip. No. 64.) These were not produced in response to discovery. (Ex. 78 Resp. to Doc. Req. No. 2.)

146. Debtor's business and business entities do not have formal end of year audited financial reports for calendar years 2003-2005. (Stip. No. 65.)

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147. Debtor has not filed tax returns for any company, corporation, association, or proprietorship for 2003, 2004 or 2005. (Ex. 78 Resp. to Doc. Req. No. 6.)

148. In his current Statement of Financial Affairs, Debtor listed Russell Stoller as the custodian of his records. (Ex. 1.) Debtor has admitted that Russell Stoller died in 2003. (Ex. 77 Resp. to Req. for Admis. 53; Ex. 24; Stip., Nos. 33 to 35.) Debtor has admitted that he knew Russell Stoller was dead when the Petition was filed. (Ex. 77 Resp. to Req. for Admis. 54.)

149. Debtor admitted that his businesses do not use a computer-based accounting system. (Ex. 77 Resp. to Req. for Admis. 25.) Debtor also admitted that his businesses do not have audited year-end financial statements for 2002-2005 (Ex. 77 Resp. to Req. for Admis. 27) and that he has no business financial statements of any kind for 2003 to date. (Ex. 78 Resp. to Doc. Req. No. 11; Stip. Nos. 63 to 67.)

150. Debtor represents that he has no general ledger or equivalent financial books for any of his businesses for years 2003 to date. (Resp. to Doc. Req. No. 11; Stip. Nos. 63 to 67.)

151. Debtor admitted that his businesses do not use an accountant to prepare tax returns. (Ex. 77 Resp. to Req. for Admis. 28.) Debtor admitted that he uses a manual accounting system and prepares any tax returns for his businesses himself. (Resp. to Req. for Admis. 26, 29; Stip. No. 66.)

152. Debtor admitted that the stated value of his shares of stock in his companies is not based on an audited report by a CPA or certified auditor. (Ex. 77 Resp. to Req. for Admis. 30.)

153. Debtor represented that he has no canceled checks, check stubs, bank statements, ledgers, or correspondence showing disbursements and receipts for the last three years (Ex. 78 Resp. to Doc. Req. No. 2) or documents that reflect the sales or income for any of his businesses. (Ex. 78 Resp. to Doc. Req. No. 9.)

154. Debtor previously testified on February 8, 2005, that he tracked income for his businesses by checkbook stubs and mental recall. (Ex. 13 at Dep. pp. 163-64.) This was

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basically the same record-keeping system used by him since January 1989. (Ex. 13 at Dep. pp. 172, 176.)

#### **VII. Other Findings Not Necessary**

155. In the light of the foregoing Findings, it is unnecessary to deal with the many assertions by Movant that Debtor personally abused other legal proceedings for improper purposes.

156. Additional facts set forth in the Conclusions of Law will stand as additional Findings of Fact.

### **CONCLUSIONS OF LAW**

#### **I. A Petition Filed In Bad Faith Should Be Converted To Chapter 7**

Section 1307(c) of the Bankruptcy Code provides that a court may convert a Chapter 13 proceeding to a Chapter 7 proceeding "for cause." 11 U.S.C. § 1307(c).<sup>2</sup>

"Cause" can include filing a petition in bad faith. See, e.g., In re Smith, 848 F.2d 813, 816 n. 3 (7th Cir. 1988); In re Johnson, 228 B.R. 663 (Bankr. N.D. Ill. 1999).

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<sup>2</sup> Section 1307(c) provides as follows:

- (c) Except as provided in subsection (c) of this section, on request of a party in interest or the United States trustee and after notice and a hearing, the court may convert a case under this chapter to a case under chapter 7 of this title, or may dismiss a case under this chapter, whichever is in the best interests of creditors and the estate, for cause, including--
- (1) unreasonable delay by the debtor that is prejudicial to creditors;
  - (2) nonpayment of any fees and charges required under chapter 123 of title 28;
  - (3) failure to file a plan timely under section 1321 of this title;
  - (4) failure to commence making timely payments under section 1326 of this title;
  - (5) denial of confirmation of a plan under section 1325 of this title and denial of a request made for additional time for filing another plan or a modification of a plan;
  - (6) material default by the debtor with respect to a term of a confirmed plan;
  - (7) revocation of the order of confirmation under section 1330 of this title, and denial of confirmation of a modified plan under section 1329 of this title;
  - (8) termination of a confirmed plan by reason of the occurrence of a condition specified in the plan other than completion of payments under the plan;
  - (9) only on request of the United States trustee, failure of the debtor to file, within fifteen days, or such additional time as the court may allow, after the filing of the petition commencing such case, the information required by paragraph (1) of section 521;
  - (10) only on request of the United States trustee, failure to timely file the information required by paragraph (2) of section 521; or
  - (11) failure of the debtor to pay any domestic support obligation that first becomes payable after the date of the filing of the petition.

Under Seventh Circuit authority, several factors should be considered when deciding whether a chapter 13 petition was filed in bad faith, including:

- a. the nondischargeability of the debt;
- b. the time of the filing of the petition;
- c. how the debt arose;
- d. the debtor's motive for filing the petition;
- e. how the debtor's actions affected creditors;
- f. the debtor's treatment of creditors both before and after the petition was filed;
- g. whether the debtor has been forthcoming with the bankruptcy court and the creditors.

In re Sidebottom, 430 F.3d 893, 899 (7th Cir. 2005); In re Love, 957 F.2d 1350, 1359 (7th Cir. 1992) (same).

Furthermore, in evaluating whether a petition was filed in good faith, the inquiry looks at both subjective and objective criteria. In short, "the good faith inquiry is both subjective and objective. That is, both objective evidence of a fundamentally unfair result and subjective evidence that a debtor filed a petition for a fundamentally unfair purpose that was not in line with the spirit of the Bankruptcy Code are relevant to the good faith inquiry." Love, 957 F.2d at 1357.

Finally, a debtor's pre-petition conduct may sometimes be relevant to the bad faith inquiry. Id. at 1359 ("[T]he bankruptcy court did not err in determining that this prepetition activity was relevant to Love's motives at the time he filed the Chapter 13 petition, as is the Debtor's truthfulness and frankness in helping to piece together pertinent financial matters.").

## **II. The Debtor's Bad Faith Is Evident From His Lack Of Candor And His Failure To Maintain Books And Records**

The Debtor has not been forthcoming with the Court and creditors by any standard. Indeed, he has not maintained any financial records which would allow the Court, the Chapter 13 Trustee or creditors to understand and assemble his financial status and his ability to pay under a Chapter 13 Plan. Parties have no way of verifying whether the Debtor's income vastly exceeds

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his liabilities, or whether his ability to pay even the total sum of \$14,000 proposed by Debtor under his Chapter 13 Plan is non-existent or inadequate.

Instead, the Debtor admitted that he does not maintain financial records on such matters. He does not have pay stubs, nor does he have financial statements for his businesses. This lack of candor and records by itself justifies a bad faith finding and conversion to Chapter 7. In re Alt, 305 F.3d 413, 421 (6th Cir. 2002) (dismissing case, in part, based upon debtor's failure to provide proper information about financial matters; concluding: Chapter 13 requires the debtor to be honest, forthcoming, truthful, and frank. Whether the debtor has been forthcoming with the bankruptcy court and the creditors is properly considered in deciding whether dismissal for lack of good faith is appropriate. (See Love, 957 F.2d at 1357).

The Debtor's lack of candor also is evident from his Bankruptcy Petition, Schedules and Statement of Financial Affairs. These documents are replete with false statements, misleading information, and omissions of material facts. The Debtor: (i) failed to identify various proprietorships, alter-ego corporations and personal aliases under which he conducts business; (ii) failed to disclose income, including, at a minimum, the rental income received from the Property; (iii) failed to disclose interests in residential properties; (iv) provided inaccurate information such as his place of residence and that his deceased father was at time of his bankruptcy filing the custodian of his corporate records; (v) failed initially to disclose his prior bankruptcy; (vi) failed to identify the transfer of the Property to his daughter within a year of the Petition Date; and (vii) failed to identify certain creditors in his Schedules.

The Debtor's disregard for his obligations under Bankruptcy Chapter 13 provide an independent basis to conclude that this case was filed in bad faith and should be converted. Sidebottom, 430 F.3d at 899; Love, 957 F.2d at 1350; see also In re Henson, 289 B.R. 741, 752 (Bankr. N.D. Cal. 2003) ("However, it is not necessary to find that Debtor filed bankruptcy in bad faith in order to conclude that cause exists to remove this case from Chapter 13, because Debtor has shown that he is not capable of performing as a Chapter 13 Debtor. Debtor has not

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provided reliable information about his financial condition, he will not make himself available to do so in future ... Cause therefore exists for concluding that this bankruptcy case cannot remain in Chapter 13.”).

**III. The Debtor's Bad Faith Is Evident From The Fact That He Would Be Denied A General Discharge In A Chapter 7 Proceeding Due To His Failure To Maintain Records And Perhaps Due To Other Conduct**

The Debtor's failure to maintain adequate records regarding his sole proprietorships, his business enterprises and his own personal finances unrelated to the operation of a business also merits a finding of bad faith because of the nexus between that conduct and a Chapter 7 discharge. Simply, the Debtor would be denied a discharge under Chapter 7 due to his failure to maintain adequate records and, under Seventh Circuit precedent, that fact helps establish the Debtor's bad faith in filing for Chapter 13 relief. *Id.* at 1359 (7th Cir. 1992) (“[T]his court stated in *Schaitz* that ‘the requirement of good faith should not be interpreted to permit ‘manipulation of the statute [Chapter 13] by debtors who default on obligations grounded in dishonesty and who subsequently seek refuge in Chapter 13 in order to avoid, at minimal cost, a nondischargeable debt.’”).<sup>3</sup>

Here, the undisputed fact that the Debtor failed to maintain adequate books and records from which his financial condition or business transactions might be ascertained provides possible grounds to consider denial of his discharge under Section 727(a)(3).<sup>4</sup>

<sup>3</sup> Although the *Lovc* case dealt with a nondischargeable obligation under Section 523, there is no reason its analysis would not apply with equal force, if not greater, to a denial of discharge proceeding under Section 727.

<sup>4</sup> Section 727(a)(3) provides that “[t]he court shall grant the debtor a discharge, unless (3) the debtor has concealed, destroyed, mutilated, falsified, or failed to keep or preserve any recorded information, including books, documents, records, and papers, from which the debtor's financial condition or business transactions might be ascertained, unless such act or failure to act was justified under all of the circumstances of the case



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Furthermore, the Debtor's transfer of his interest in the house at 1212 North Lathrop within a year of bankruptcy to his daughter for no consideration and failure to disclose that in his bankruptcy filings also provides an independent bad faith basis for considering conversion. Investigation is warranted into that transaction and any grounds that might exist to set it aside. A Chapter 7 Trustee will usually be staffed and equipped for inquiry and litigation into such matters, while the Chapter 13 Standing Trustee is not.

**IV. This Case Should Be Converted Because Debtor Failed To Disclose The Existence Of Unincorporated Businesses He Owns**

"Debtors have an absolute duty to report whatever interests they hold in property, even if they believe their assets are worthless or are unavailable to the bankruptcy estate." In re Yonikus, 974 F.2d 901, 904 (7th Cir. 1992). Debtors also have a duty to maintain adequate records in order to enable creditors and other interested parties to ascertain the debtor's true financial condition.

A Chapter 13 case should be converted to chapter 7 when, like here, the debtor fails to disclose his interests in unincorporated businesses associations or fails to maintain adequate records. In re Buchanan, 225 B.R. 672, 674 (Bankr. D. Minn. 1998) aff'd, Buchanan v. U.S., No. 98-2291, 1999 WL 314819 (D. Minn. Apr 2, 1999) (case converted to chapter 7, in part, because debtor failed to disclose his interests in sole proprietorships and other businesses: "Right from the beginning, on the first page of his petition the debtor failed to disclose trade names he used in the prior six years. Under the required heading 'ALL OTHER NAMES used by the debtor in the last 6 years (Include [ ] trade names)', the debtor listed 'none' when, in fact, he operated at least six sole proprietorships during that period of time, including Health Personnel, Silver Lining Assisted Lifestyles, Monroe Electronics, United Publishing, Monroe Underwater, and Covenant PCA Services."); In re Henson, 289 B.R. 741, 752 (Bankr. N.D. Cal. 2003) ("However, it is not necessary to find that Debtor filed bankruptcy in bad faith in order to conclude that cause exists to remove this case from Chapter 13, because Debtor has shown that he is not capable of



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performing as a Chapter 13 Debtor. Debtor has not provided reliable information about his financial condition, he will not make himself available to do so in future, and Lucas has been unable to do so in Debtor's absence. Cause therefore exists for concluding that this bankruptcy case cannot remain in Chapter 13."); In re Fonke, 310 B.R. 809, 817 (Bankr. S.D. Tex. 2004) (Chapter 13 case converted to Chapter 7 case where "Debtor failed to disclose all of his assets on his Schedules, including certain leases, "memberships", farming equipment, livestock, as well as property that he himself judged to be his wife's separate property.").

Nor can the Debtor succeed in arguing that he had no obligation to disclose his interests in various unincorporated businesses ventures. Under Illinois law it is well-settled that an unincorporated business is an asset of the responsible individual and the liabilities of that business also are that same person's liabilities. Corporations are creatures of statute. The corporate entity cannot exist without the authority of law and compliance with the procedures to establish a cognizable corporation that shields personal liability. Stroh v. Blackhawk Holding Corp., 48 Ill. 2d 471, 474 (Ill. 1971) ("A corporation is a creature of statute. It is a legal entity which owes its existence to the fiat of law.").

Thus, use of an assumed name without compliance with the applicable corporate formation laws or assumed name laws creates a sole proprietorship, not a separate legal entity. See Hoskins Chevrolet, Inc. v. Hochberg, 294 Ill. App. 3d 550, 555 (Ill. App. 1998) (finding personal liability by the defendant for improper use of an alleged assumed name, the Court noted that "[t]he Business Corporations Act . . . permits a corporation to elect to adopt an assumed name provided that certain procedures are followed. . . . Where those procedures are not followed, the corporation is required to conduct business under its corporate name. . . . The use of an assumed name without complying with the Act or disclosing the corporate name neither creates a legal entity nor does it inform creditors of the existence of the parent corporation."); Vernon v. Schuster, 179 Ill.2d 338, 347-48 (Ill. 1997); Regency Financial Corp. v. Meziere, No. 90 C 428, 1990 WL 103247, at \*3 (N.D. Ill. July 16, 1990) ("Where business is conducted under an

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assumed name there must be some underlying entity and the Illinois Assumed Business Name Act requires the entity to file with the State both the identity of the actual entity and its assumed name.”).

**V. It Has Not Been Established That The Debtor Does Not Qualify For Relief Under Chapter 13**

Section 109(e) of the Bankruptcy Code provides that “only an individual with regular income that owes, on the date of the filing of the petition, noncontingent, liquidated, unsecured debts of less than \$307,675 . . . may be a debtor under chapter 13 of this title.” 11 U.S.C. § 109(e). Accordingly, in order to qualify for Chapter 13 relief, a debtor must not have debts in excess of the threshold amount *and* the debtor must have a regular income. If a debtor has debts that exceed the threshold amount, the case should be converted.

In this case, Pure claims that Debtor’s debts exceed the statutory maximum of \$307,675.

In determining whether a debtor meets the requirements of section 109(e), the Court may look beyond the debtor’s Schedules to the complaints and judgments in the lawsuits from which the debts arise.

Simply because a debt is disputed does not exempt it from being included in the Section 109(e) calculation. *In re Knight*, 55 F.3d 231, 234 (7th Cir. 1995) (“[I]n light of the virtual synonymy of “debt” and “claim,” therefore, we conclude that a disputed claim is a debt to be included when calculating the § 109(e) requirements”); *In re Nicholes*, 184 B.R. 82, 87 (B.A.P. 9th Cir. 1995).

Additionally, even a debt that has not been formally liquidated can disqualify a debtor for Chapter 13 relief. Instead, “[i]f the amount of a claim has been ascertained or can readily be calculated, it is liquidated-whether contested or not.” *Knight*, 55 F.3d at 235 (emphasis supplied).

Pure argues that the Debtor is liable for amounts expended by Pure Fishing in litigating before Judge Lindberg and argues that this liability exceeds \$400,000. However, no such claim was liquidated before Judge Lindberg and no such claim was even filed in this bankruptcy case.

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Debtor's Schedules admitted to debts totalling \$183,000 and unscheduled claims totalling \$46,526.71 have been filed. Those debts do not exceed the maximum.

**VI. Converting This Case Would Best Serve The Interests Of Creditors**

Converting this case to a Chapter 7 case also would best serve the interests of creditors.

Creditors are likely to recover more in a Chapter 7 case than they will under the Debtor's proposed Chapter 13 plan which proposes to pay approximately \$14,000 to creditors. The Chapter 7 trustee will be able to investigate the Debtor's tangled financial affairs and schedule omissions, and also pursue a possible fraudulent transfer to ensure an equitable distribution to creditors. See In re Eatman, 182 B.R. 386, 394 (Bankr. S.D.N.Y. 1995) (converting case to Chapter 7 served best interests of creditors and estate where schedules were riddled with inaccuracies and omissions, where Chapter 7 trustee can investigate the debtor's financial affairs and bring appropriate actions to recover property, and if necessary object to debtor's discharge where the debtor may have disposed of or concealed assets).

Also, once this case is converted to Chapter 7, the Trustee may, upon investigating Debtor's false statements and lack of records, contend that Debtor should be denied a discharge.

**CONCLUSION**

Wherefore, and based both on statements from the bench following final argument and the foregoing detailed Findings of Fact and Conclusions of Law, the Order for Conversion of this case to one under Chapter 7 of the Bankruptcy Code was entered.

ENTER:

Jack B. Schmutterer  
United States Bankruptcy Judge

Entered this 26 day of September 2006.

EXHIBIT 3

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IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

In re: ) Case No. 05 B 64075  
LEO STOLLER, ) Chapter 13  
Debtor. ) Honorable Jack B. Schmetterer  
)  
)  
)

**ORDER CONVERTING CHAPTER 13  
CASE TO A CASE UNDER CHAPTER 7**

This matter having been presented to the Court upon the Motion (the "Motion") to Convert Chapter 13 Case to Chapter 7 and for Immediate Appointment of Trustee filed on March 15, 2006, by Pure Fishing, Inc. ("PFI"), and the Court having conducted a hearing on the Motion and having concluded at the end of that hearing, pursuant to comments which shall be amplified by further findings of fact and conclusions of law, that sufficient cause exists to grant the relief requested in the Motion;

**NOW THEREFORE, the Court does hereby ORDER that:**

1. Pursuant to 11 U.S.C. § 1307(c), the Motion is granted and the captioned case hereby is converted from a proceeding under Chapter 13 of the Bankruptcy Code to a proceeding under Chapter 7 of the Bankruptcy Code, *nunc pro tunc* August 31, 2006;

2. Pursuant to 11 U.S.C. § 701, the United States Trustee shall appoint an interim

trustee in this case.

3. *This order is effective immediately.*

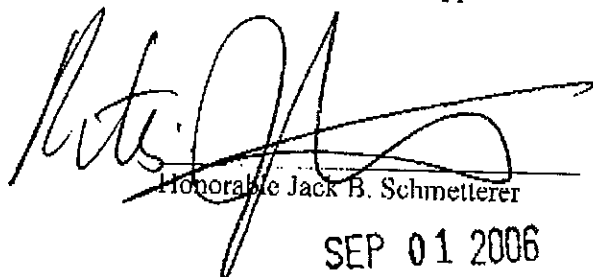
  
Honorable Jack B. Schmetterer  
SEP 01 2006

EXHIBIT 4

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UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

In re

LEO STOLLER,

Debtor.

Chapter 7

Case No. 05-64075

Hon. Jack B. Schmetterer

Hearing Date: October 5, 2006

Hearing Time: 10:30 a.m.

**ORDER AUTHORIZING THE TRUSTEE TO ACT ON BEHALF OF DEBTOR'S  
WHOLLY-OWNED CORPORATIONS AND RELATED RELIEF**

Upon consideration of the application (the "Motion") of Richard M. Fogel, not individually, but as chapter 7 trustee (the "Trustee") for the bankruptcy estate of Leo Stoller (the "Debtor"), for the entry of an order authorizing the Trustee to act on behalf of the Debtor's Wholly-Owned Corporations (as defined in the Motion) solely in the Trustee's capacity as the sole shareholder of such corporations; due and proper notice of the Motion having been given; and the Court being otherwise fully advised in the premises; it is hereby

**ORDERED:**

1. Notice of the Motion as provided for therein is sufficient and further notice is waived.
2. The Trustee is authorized to act on behalf of each of the Wholly-Owned Corporations in the capacity of sole shareholder of each respective corporation as set forth in the Motion.

Dated: 10/15/06

ENTER:

Bankruptcy Judge

OCT 05 2006



EXHIBIT 5

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

In re:

LEO STOLLER,

Debtor.

Case No. 05 B 64075

Honorable Jack B. Schmetterer

### **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER APPROVING SALE OF DEBTOR'S ASSETS**

Upon consideration of the motion (the "Sale Motion") of Richard M. Fogel, not individually, but as chapter 7 trustee herein (the "Trustee"), pursuant to 11 U.S.C. § 363(b) and Fed. R. Bankr. P. 2002, 6004 and 9006, for authority to sell the Debtors' Assets for \$7,500, or such higher amounts as may be realized through competitive bidding, and for related relief, it appearing to the Court as follows:

**THE COURT HEREBY FINDS that:**

A. Findings and Conclusions stated following hearings on July 24, 2007 and August 7, 2007, and the findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Fed. R. Bankr. Proc. 7052, made applicable to this proceeding pursuant to Fed. R. Bankr. Proc. 9014.

B. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Sale Motion and the APA.

D. Notice of the Sale Motion, the Auction, and the Sale Hearing has been given in accordance with Sections 102(1) and 363 of the Bankruptcy Code, Fed. R. Bankr. Proc. 2002, 6004, 9006, 9007, and 9008, the local rules of this Court, the Sale Procedures Order, and the

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APA. The foregoing notice constitutes good and sufficient notice of the Sale Motion, the Auction, and the Sale Hearing, and no other or further notice of the Sale Motion, the Auction, the Sale Hearing or the entry of this Order need be given.

E. A reasonable opportunity has been afforded any interested party to make a higher or better offer for the Assets during the Auction within the time period ordered or to object and be heard regarding the Sale Motion.

F. Sound business reasons exist for the Trustee's sale of the Assets pursuant to the APA. Entry into the APA and the consummation of the Sale contemplated thereby constitute the exercise by the Trustee's of sound business judgment and such acts are in the best interests of the Debtor, his estate and its creditors. Two major creditors supported the Trustee's Motion; no creditor opposed it.


G. Based on the results of the Auction, the Society for the Prevention of Trademark Abuse, LLC or its respective designees (collectively, the "Purchaser") made the only offer received for the Assets within the time period ordered, which offer was in the amount of \$7,500.00.

H. The sale consideration to be realized by the Debtor's estate pursuant to the APA is fair and reasonable since it was the only valid offer received.

I. The APA and the transactions contemplated by the APA were negotiated and have been and are undertaken by the Trustee and the Purchaser at arm's length, without collusion and in good faith within the meaning of Section 363(m) of the Bankruptcy Code. The Auction conducted in accordance with the Sale Procedures Order entered on June 1, 2007, was conducted in good faith within the meaning of Section 363(m) of the Bankruptcy Code. As a result of the foregoing, the Trustee and the Purchaser are entitled to the protections of Section 363(m) of the Bankruptcy Code with respect to all aspects of the APA.

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J. The Purchase Price under the APA is fair and reasonable and is sufficient value for the Assets, since it was the only valid offer received. Therefore, the Sale contemplated by the APA is in the best interests of the Debtor and his estate, its creditors and other parties in interest.

K. In the absence of a stay pending appeal, the Purchaser will be acting in good faith pursuant to Section 363(m) of the Bankruptcy Code in closing the transactions contemplated by the APA ~~at any time on or before August 11, 2007~~ 

L. The Court incorporates by reference as if fully set forth herein the additional findings of fact and conclusions of law set forth on the record of the Auction and Sale Hearing.

For all of the foregoing and after due deliberation, the Court **ORDERS, ADJUDGES, AND DECREES THAT:**

1. The Sale Motion, the APA, the Auction, and the transactions contemplated thereby are hereby approved.
2. Pursuant to Section 363(b) of the Bankruptcy Code, the Trustee is authorized to sell the Assets to the Purchaser upon the terms and subject to the conditions set forth in the APA.
3. The Trustee and the Purchaser are hereby authorized to take all actions and execute all documents and instruments that the Trustee or the Purchaser deem necessary or appropriate to implement and effectuate the transactions contemplated by the APA.
4. The Sale of the Assets to the Purchaser shall be free and clear of all liens and all other claims whatsoever pursuant to Section 363(f) of the Bankruptcy Code, whether known or unknown, including, but not limited to, liens and claims of any of the Debtor's creditors, vendors, suppliers, employees or lessors, and the Purchaser shall not be liable in any way (as a successor to the Debtor or otherwise) for any claims that any of the foregoing or any other third party may have against the Debtor or the Assets. Any and all alleged liens and claims on the Assets shall be transferred, affixed, and attached to the proceeds of the Sale, with the same validity, priority, force, and effect as such liens had been upon such property immediately prior to the Closing.

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5. Subject to the payment by the Purchaser to the Trustee of the consideration provided for in the APA, effective as of the Closing, the sale of the Assets by the Trustee to the Purchaser shall constitute a legal, valid and effective transfer of the Assets and shall vest the Purchaser with all right, title, and interest of the Debtor (and the Trustee and the Estate) in and to the Assets, free and clear of all liens pursuant to Section 363(f) of the Bankruptcy Code.

6. Notwithstanding any other provisions contained herein, if it is established after the Closing that the Debtor transferred the Stock to a third-party transferee, and such transfer may be avoided by the Trustee pursuant to the provisions of chapter 5 of the Bankruptcy Code, the Trustee shall commence and prosecute such adversary proceeding(s) against such transferee(s) as may be necessary to avoid such transfers.

7. The sale of the Assets to the Purchaser under the APA will constitute a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and the laws of the State of Illinois. The transfer of the Assets by the Trustee to the Purchaser is a legal, valid and effective transfer of the Assets notwithstanding any requirement for approval or consent of any person.

8. The Purchaser is hereby granted and is entitled to the protections provided to a good-faith purchaser under Section 363(m) of the Bankruptcy Code.

9. Pursuant to Sections 105(a) and 363 of the Bankruptcy Code, all Persons served with a copy of this Order are enjoined from taking any action against the Purchaser or the Assets to recover any claim which such Person had solely against the Debtor or the Assets.

10. Pursuant to Bankruptcy Rule 7062, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing.

11. This Court shall retain exclusive jurisdiction through the earlier of dismissal or closing of the Debtor's case to interpret and enforce the provisions of the APA, the Sale Procedures Order, and this Order in all respects and further to hear and determine all matters arising from the construction or implementation of this Order or the APA and any and all

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disputes between the Debtor and/or the Purchaser, as the case may be; provided, however, that in the event the Court abstains from exercising or declines to exercise such jurisdiction or is without jurisdiction with respect to the APA, Sale Procedures Order, or this Order, such abstention, refusal or lack of jurisdiction shall have no effect upon, and shall not control, prohibit, or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter.

12. The provisions of this Order are nonseverable and mutually dependent.

13. This Order shall inure to the benefit of the Purchaser, the Trustee, and their respective successors and assigns and shall be binding upon any trustee, party, entity or other fiduciary that may be appointed in connection with this case or any other or further cases involving the Debtor, whether under Chapter 7, Chapter 11 or Chapter 13 of the Bankruptcy Code.

14. Each and every federal, state, and local governmental agency, department or entity may accept the filing of any and all documents and instruments necessary and appropriate to implement, effectuate or consummate the transactions contemplated by the APA and this Order.

15. The Trustee is hereby authorized to execute and deliver any and all instruments as may be required to effectuate the terms of the APA and this Order. The Trustee and each other person having duties or responsibilities under the APA, any agreements related thereto or this Order, and their respective members, directors, officers, general partners, agents, representatives, and attorneys, are authorized and empowered - subject to the terms and conditions contained in the APA and the schedules annexed thereto - to carry out all of the provisions of the APA and any related agreements; to issue, execute, deliver, file, and record, as appropriate, the documents evidencing and consummating the APA, and any related agreements; to take any and all actions contemplated by the APA, any related agreements or this Order; and to issue, execute, deliver, file, and record, as appropriate, such other contracts, instruments, releases, indentures, mortgages, deeds, bills of sale, assignments, leases, or other agreements or documents and to

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perform such other acts and execute and deliver such other documents, as are consistent with, and necessary or appropriate to implement, effectuate and consummate, the APA, any related agreement and this Order and the transactions contemplated thereby and hereby, all without further application to, or order of, the Court or further action by their respective directors, stockholders, or partners, and with like effect as if such actions had been taken by unanimous action of the respective directors, stockholders, and partners of such entities. The Trustee shall be, and hereby is, authorized to certify or attest to any of the foregoing actions (but no such certification or attestation shall be required to make any such action valid, binding, and enforceable). The Trustee is further authorized and empowered to cause to be filed with the secretary of state of any state or other applicable officials of any applicable governmental units any and all certificates, agreements, or amendments necessary or appropriate to effectuate the transactions contemplated by the APA, any related agreements and this Order, including amended and restated certificates or articles of incorporation and by-laws or certificates or articles of amendment, and all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as the Trustee may determine is necessary or appropriate. The execution of any such document or the taking of any such action shall be, and hereby is, deemed conclusive evidence of the authority of such person to so act. Without limiting the generality of the foregoing, this Order shall constitute all approvals and consents, if any, required by the corporation laws of the State of Illinois and all other applicable business corporation, trust, and other laws of the applicable governmental units with respect to the implementation and consummation of the APA, any related agreements and this Order, and the transactions contemplated thereby and hereby.

16. In the absence of any entity obtaining a stay pending appeal, if the Trustee and the Purchaser close under the APA, the Purchaser shall be entitled to the protection of Section 363(m) of the Bankruptcy Code as to all aspects of the transaction pursuant to the APA if this Order or any authorization contained herein is reversed or modified on appeal.



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17. The APA and any related agreements may be modified, amended or supplemented by APA of the Trustee and the Purchaser without further action of the Court; provided that any such modification, amendment or supplement is not material and substantially conforms to and effectuates the APA.

18. All proceeds paid by the Purchaser to the Trustee for the Assets shall be held by the Trustee pending further order of the Court.

19. This Order is not intended to, nor shall it, amend, expand or increase the rights, obligations or responsibilities of the parties to the APA.

ENTER

Jack B. Schmetterer  
United States Bankruptcy Judge

Entered this 8 day of August 2007.

AUG - 8 2007

EXHIBIT 6

In re:

LEO STOLLER,

Debtor.

Case No. 05 B 64075

Honorable Jack B. Schmetterer

4. The Sale of the Assets to the Purchaser shall be free and clear of all liens and all other claims whatsoever pursuant to Section 363(f) of the Bankruptcy Code, whether known or unknown, including, but not limited to, liens and claims of any of the Debtor's creditors, vendors, suppliers, employees or lessors, and the Purchaser shall not be liable in any way (as a successor to the Debtor or otherwise) for any claims that any of the foregoing or any other third party may have against the Debtor or the Assets. Any and all alleged liens and claims on the Assets shall be transferred, affixed, and attached to the proceeds of the Sale, with the same validity, priority, force, and effect as such liens had been upon such property immediately prior to the Closing.

5. Subject to the payment by the Purchaser to the Trustee of the consideration provided for in the APA, effective as of the Closing, the sale of the Assets by the Trustee to the Purchaser shall constitute a legal, valid and effective transfer of the Assets and shall vest the Purchaser with all right, title, and interest of the Debtor (and the Trustee and the Estate) in and to the Assets, free and clear of all liens pursuant to Section 363(f) of the Bankruptcy Code.

6. Notwithstanding any other provisions contained herein, if it is established after the Closing that the Debtor transferred the Stock to a third-party transferee, and such transfer may be avoided by the Trustee pursuant to the provisions of chapter 5 of the Bankruptcy Code, the Trustee shall commence and prosecute such adversary proceeding(s) against such transferee(s) as may be necessary to avoid such transfers.

7. The sale of the Assets to the Purchaser under the APA will constitute a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and the laws of the State of Illinois. The transfer of the Assets by the Trustee to the Purchaser is a legal, valid and effective transfer of the Assets notwithstanding any requirement for approval or consent of any person.

8. The Purchaser is hereby granted and is entitled to the protections provided to a good-faith purchaser under Section 363(m) of the Bankruptcy Code.

9. Pursuant to Sections 105(a) and 363 of the Bankruptcy Code, all Persons served with a copy of this Order are enjoined from taking any action against the Purchaser or the Assets to recover any claim which such Person had solely against the Debtor or the Assets.

10. Pursuant to Bankruptcy Rule 7062, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing.

11. This Court shall retain exclusive jurisdiction through the earlier of dismissal or closing of the Debtor's case to interpret and enforce the provisions of the APA, the Sale Procedures Order, and this Order in all respects and further to hear and determine all matters arising from the construction or implementation of this Order or the APA and any and all

disputes between the Debtor and/or the Purchaser, as the case may be; provided, however, that in the event the Court abstains from exercising or declines to exercise such jurisdiction or is without jurisdiction with respect to the APA, Sale Procedures Order, or this Order, such abstention, refusal or lack of jurisdiction shall have no effect upon, and shall not control, prohibit, or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter.

12. The provisions of this Order are nonseverable and mutually dependent.

13. This Order shall inure to the benefit of the Purchaser, the Trustee, and their respective successors and assigns and shall be binding upon any trustee, party, entity or other fiduciary that may be appointed in connection with this case or any other or further cases involving the Debtor, whether under Chapter 7, Chapter 11 or Chapter 13 of the Bankruptcy Code.

14. Each and every federal, state, and local governmental agency, department or entity may accept the filing of any and all documents and instruments necessary and appropriate to implement, effectuate or consummate the transactions contemplated by the APA and this Order.

15. The Trustee is hereby authorized to execute and deliver any and all instruments as may be required to effectuate the terms of the APA and this Order. The Trustee and each other person having duties or responsibilities under the APA, any agreements related thereto or this Order, and their respective members, directors, officers, general partners, agents, representatives, and attorneys, are authorized and empowered - subject to the terms and conditions contained in the APA and the schedules annexed thereto - to carry out all of the provisions of the APA and any related agreements; to issue, execute, deliver, file, and record, as appropriate, the documents evidencing and consummating the APA, and any related agreements; to take any and all actions contemplated by the APA, any related agreements or this Order; and to issue, execute, deliver, file, and record, as appropriate, such other contracts, instruments, releases, indentures, mortgages, deeds, bills of sale, assignments, leases, or other agreements or documents and to

perform such other acts and execute and deliver such other documents, as are consistent with, and necessary or appropriate to implement, effectuate and consummate, the APA, any related agreement and this Order and the transactions contemplated thereby and hereby, all without further application to, or order of, the Court or further action by their respective directors, stockholders, or partners, and with like effect as if such actions had been taken by unanimous action of the respective directors, stockholders, and partners of such entities. The Trustee shall be, and hereby is, authorized to certify or attest to any of the foregoing actions (but no such certification or attestation shall be required to make any such action valid, binding, and enforceable). The Trustee is further authorized and empowered to cause to be filed with the secretary of state of any state or other applicable officials of any applicable governmental units any and all certificates, agreements, or amendments necessary or appropriate to effectuate the transactions contemplated by the APA, any related agreements and this Order, including amended and restated certificates or articles of incorporation and by-laws or certificates or articles of amendment, and all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as the Trustee may determine is necessary or appropriate. The execution of any such document or the taking of any such action shall be, and hereby is, deemed conclusive evidence of the authority of such person to so act. Without limiting the generality of the foregoing, this Order shall constitute all approvals and consents, if any, required by the corporation laws of the State of Illinois and all other applicable business corporation, trust, and other laws of the applicable governmental units with respect to the implementation and consummation of the APA, any related agreements and this Order, and the transactions contemplated thereby and hereby.

16. In the absence of any entity obtaining a stay pending appeal, if the Trustee and the Purchaser close under the APA, the Purchaser shall be entitled to the protection of Section 363(m) of the Bankruptcy Code as to all aspects of the transaction pursuant to the APA if this Order or any authorization contained herein is reversed or modified on appeal.

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17. The APA and any related agreements may be modified, amended or supplemented by APA of the Trustee and the Purchaser without further action of the Court; provided that any such modification, amendment or supplement is not material and substantially conforms to and effectuates the APA.

18. All proceeds paid by the Purchaser to the Trustee for the Assets shall be held by the Trustee pending further order of the Court.

19. This Order is not intended to, nor shall it, amend, expand or increase the rights, obligations or responsibilities of the parties to the APA.

ENTER:

Jack B. Schnetterer  
United States Bankruptcy Judge

Entered this 8th day of August 2007.

AUG - 8 2007



EXHIBIT 7

USPTO

8/22/2007 5:19:22 PM PAGE 2/019 Fax Server

TO: LANCE G. JOHNSON COMPANY: 1300 19TH STREET, NW, SUITE 600



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

AUGUST 21, 2007

PTAS



\*900084953\*

LANCE G. JOHNSON  
1300 19TH STREET, NW, SUITE 600  
WASHINGTON, DC 20036

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 08/21/2007

REEL/FRAME: 003605/0494  
NUMBER OF PAGES: 49

BRIEF: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

ASSIGNOR:

RICHARD M. FOGEL

DOC DATE: 08/20/2007  
CITIZENSHIP: UNITED STATES  
ENTITY: Trustee

ASSIGNEE:

THE SOCIETY FOR THE PREVENTION OF  
TRADEMARK ABUSE, LLC  
10560 MAIN STREET, SUITE 220  
FAIRFAX, VIRGINIA 22030

CITIZENSHIP:  
ENTITY: Limited Liability Company

APPLICATION NUMBER: 73398142  
REGISTRATION NUMBER: 1270016

FILING DATE: 09/30/1982  
ISSUE DATE: 03/13/1984

MARK: SENTRA

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

Doc'd \_\_\_\_\_ File \_\_\_\_\_  
Rec'd \_\_\_\_\_

AUG 23 2007

ROYLANCE, ABRAMS  
BERDO & GOODMAN, L.L.P.  
BY JPB

# ASSIGNMENT

This Assignment ("Assignment") is made effective as of August 20, 2007 from Richard M. Fogel ("**Assignor**" or "**Trustee**"), not individually, but solely as the trustee of the chapter 7 bankruptcy estate (the "**Estate**") of Leo D. Stoller ("**Debtor**"), to The Society for the Prevention of Trademark Abuse, LLC ("**Assignee**"), a limited liability company organized under the laws of Delaware and having an office at 10560 Main Street, Suite 220, Fairfax, VA 22030:

WHEREAS, the Debtor filed a voluntary petition under title 11, United States Code (the "**Bankruptcy Code**") on December 22, 2005 (the "**Petition Date**") and Debtor's bankruptcy case is currently pending as Case No. 05 B 64075 before the United States Bankruptcy Court for the Northern District of Illinois (the "**Court**").

WHEREAS as of the Petition Date, the Debtor owned or claimed an interest in certain intellectual property, including but not limited to, registered and unregistered trademarks and service marks along with the underlying goodwill of whatever business or arrangement may use such marks (the "**Marks**") and licenses for certain Marks (the "**Licenses**"), and claims asserted by the Debtor in connection with the Marks and/or the Licenses through lawsuits for alleged damages and/or infringement, trademark oppositions, and cancellation proceedings before the U.S. Trademark Trial and Appeals Board (the "**Claims**"); which interests and ownership the Debtor claimed either directly or through one or more proprietorships, including, but not limited to, Central Mfg. Co. (whether or not designated as a Delaware corporation, stock holding company, or assumed name for Central Mfg. Inc.), Central Manufacturing Company Inc., Rentamark, Stealth, and Stealth Licensing;

WHEREAS as of the Petition Date, the Debtor owned all of the stock (the "**Stock**") of the following incorporated entities: Central Mfg. Inc. ("**Central**"), Stealth Industries Inc. ("**Stealth**"), Sentra Industries Inc. ("**Sentra**"), S Industries Inc. ("**S**") and USA Sports Co. Inc. ("**USA**") and, collectively with Central, Stealth, Sentra and S (the "**Corporations**") which own or claim an interest in certain intellectual property in addition to the Marks and the Licenses and have asserted certain claims for alleged damages and/or infringements in addition to the Claims;

WHEREAS because there is a question as to whether the Debtor has fully disclosed to the Court the extent and nature of his interests in the Marks, Licenses, Claims and Stock (collectively, whether known or unknown, disclosed by the Debtor or undisclosed by the Debtor, the "**Assets**"), there exists the possibility that the scope and nature of Assets known to the Trustee is incomplete;

WHEREAS the Court has held that, pursuant to the provisions of section 541(a) of the Bankruptcy Code, the Assets are property of the Estate and are subject to the exclusive jurisdiction of the Court pursuant to 28 U.S.C. § 1334(e);

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of the Estate's right, title, and interest in and to the Assets, whether known or unknown to the Trustee, in "as is" and "where is" condition without claim or warranty of validity, enforceability or factual support associated with either; and Assignee's desires to receive the Assets under said conditions;

WHEREAS, on or about August 8, 2007, the Court entered an order (the "Sale Order") that approved the Trustee's sale of the Assets to Assignee and approved his entry into the transaction contemplated and evidenced herein and as of the date of this Assignment, no order of the Court, or any applicable appellate court has been entered prohibiting or otherwise staying the effect of the Sale Order, the Trustee's execution of this Assignment or the transfer of the Estate's right, title and interest in the Assets to the Assignee;

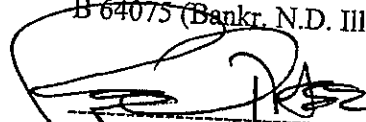
NOW, THEREFORE, in consideration of the payment of seven thousand five hundred dollars (\$7500.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of the Estate's right, title, and interest of whatever kind in and to the Assets. Without limiting the extent of the Assets as defined in the recitals set forth above, the Assets include the following:

- a) the registrations and unregistered common law rights associated with the known Marks listed in Exhibit A, attached hereto and incorporated by reference herein, together with the goodwill of any business symbolized thereby in connection with the goods on which the Marks may have been, are, may be, or will be used and, whether known or unknown to the trustee;
- (b) all Marks or Claims, whether known or unknown to the Trustee
- (b) the goodwill of any business relating to the products or services upon which the Marks may have been, are, may be, or will be used and for which they are registered;
- (c) all income royalties and damages hereafter due or payable to the Estate with respect to the Marks, including but not limited to any damages or other payments for past infringements and misappropriation of the Marks and all rights to sue on account of such infringements or misappropriations;
- (d) all Licenses, whether known or unknown to the Trustee, that were granted to or taken by the Debtor from any third parties associated with any claim of a Mark, including the right to receive any royalties associated therewith or benefit of use that would otherwise inure to any licensor of any such Mark right (known licenses are listed in Exhibit B);
- (e) the right to recover past damages for any infringement of any Mark for any of the Marks conveyed herein;
- (f) all Claims that involve or relate to any pending proceeding before a U.S. federal court or the U.S. Patent and Trademark Office Trademark Trial and Appeals Board; and
- (g) all of the Estate's right, title and interest in the Stock.

Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee all of the Estate's right, title, and interest in the Assets.

IN WITNESS WHEREOF, ASSIGNOR has duly executed under seal and delivered this Assignment, as of the day and year first above written.

Richard M. Fogel, not individually but as trustee for  
the bankruptcy estate of Leo D. Stoller, case no. 05  
B 64075 (Bankr. N.D. Ill.)

A handwritten signature in black ink, appearing to be "R. M. Fogel", written over a horizontal line.

By Richard M. Fogel, trustee

ACKNOWLEDGEMENT

State Of Illinois )

County of Cook )

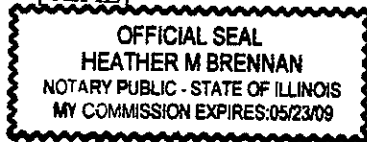
On August 20, 2007 before me, Heather M. Brennan Notary Public, personally appeared RICHARD M. FOGEL, proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Heather M. Brennan

Signature of Notary Public

[SEAL]



EXHIBIT

## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
73398142	1270016 (3/13/84)	SENTRA	CENTRAL MFG. CO. (3/30/98)	28	IC 028. US 022. G & S: Tennis Rackets. FIRST USE: 19820901. FIRST USE IN COMMERCE: 19820901
73399116	1323733 (3/5/85)	CREATIVE TRAVEL	CENTRAL MFG. CO. (7/22/96)	39	IC 039. US 105. G & S: Travel Agency and Tour Operation. FIRST USE: 19630301. FIRST USE IN COMMERCE: 19630301
73481745	1326765 (3/5/84)	SENTRA	CENTRAL MFG CO. (4/9/98)	9	IC 009. US 026. G & S: Calculators, Photographic Apparatus-Nameley, Cameras and Lenses, Optical Apparatus-Nameley, Binoculars and Telescopes. FIRST USE: 19820901. FIRST USE IN COMMERCE: 19820901
73496994	1332378 (4/23/85)	STEALTH	CENTRAL MFG. CO. (12/29/97)	28	IC 028. US 022. G & S: Sporting Goods, Specifically, Tennis Rackets, Golf Clubs, Tennis Balls, Basketballs, Baseballs, Soccer Balls, Golf Balls, Cross Bows, Tennis Racket Strings and Shuttlecocks. FIRST USE: 19810115. FIRST USE IN COMMERCE: 19810115
73478410	1361523 (9/24/85)	SENTRA	CENTRAL MFG CO. (4/9/98)	26	(CANCELLED) IC 009. US 028. G & S: SPORTS GOGGLES. FIRST USE: 19820901. FIRST USE IN COMMERCE: 19820901. IC 026. US 022. G & S: SPORTING GOODS, NAMELY, TENNIS RACQUETS, GOLF CLUBS, GOLF BALLS, TENNIS BALLS, BASKETBALLS, BASEBALLS, SOCCER BALLS, CROSS BOWS, TENNIS RACQUET STRINGS, AND SHUTTLECOCKS. FIRST USE: 19820901. FIRST USE IN COMMERCE: 19820901



## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
73552024	1384193 (2/25/86)	SENTRA	CENTRAL MFG. CO. (3/30/98)	12	IC 012. US 019. G & S: BOATS AND BICYCLES. FIRST USE: 19810400. FIRST USE IN COMMERCE: 19810400
73554850	1424951 (1/13/87)	PLAY THE ANGLE	CENTRAL MFG. CO. (1/6/06)	28	IC 028. US 022. G & S: SPORTING GOODS, NAMELY, TENNIS RACKETS, GOLF CLUBS, CROSS BOWS, TENNIS RACKET STRINGS, AND SHUTTLE COCKS. FIRST USE: 19790200. FIRST USE IN COMMERCE: 19790200
73553786	1438152 (4/28/87)	FIRE POWER	CENTRAL MFG CO. (4/7/98)	28	IC 028. US 022. G & S: SPORTING GOODS, NAMELY, TENNIS RACKETS, GOLF CLUBS, TENNIS BALLS, BASKETBALLS, BASEBALLS, SOCCER BALLS, GOLF BALLS, CROSS BOWS, TENNIS RACKET STRINGS AND SHUTTLE COCKS. FIRST USE: 19810000. FIRST USE IN COMMERCE: 19810000
73621586	1450972 (8/4/87)	CHESTNUT	CENTRAL MFG CO. (4/7/98)	28	IC 028. US 022. G & S: SPORTING GOODS - NAMELY, TENNIS RACKETS, GOLF CLUBS, TENNIS BALLS, BASKETBALLS, BASEBALLS, SOCCER BALLS, GOLF BALLS, CROSS BOWS, TENNIS RACKET STRINGS AND SHUTTLE COCKS. FIRST USE: 19820900. FIRST USE IN COMMERCE: 19820900
73621174	1496826 (7/19/88)	SENTRA	CENTRAL MFG CO. (4/9/98)	25	IC 025. US 039. G & S: CLOTHING, NAMELY, MEN'S, WOMEN'S, BOYS' AND GIRLS' PANTS, SHIRTS, SHORTS, LEGWARMERS, BRAS, PANTIES, SOCKS, HOSIERY, JACKETS, COATS, DRESSES, BATHING SUITS, WARM-UP SUITS, T-SHIRTS, BLOUSES, SHIRTS, UNDERWEAR, HATS, HEADBANDS,



## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
					LINGERIE, BODY SUITS AND SHOES. FIRST USE: 19820901. FIRST USE IN COMMERCE: 19820901
73679230	1516448 (12/13/88)	STEALTH WEAR	CENTRAL MFG. CO. (7/25/06)	25	IC 025. US 022 039. G & S: CAMOUFLAGE CLOTHING, NAMELY, TROUSERS, SUITS, BLOUSES, JACKETS, HATS. FIRST USE: 19860803. FIRST USE IN COMMERCE: 19860926
73771241	1584851 (2/27/90)	AQUILLA	CENTRAL MFG CO. (4/7/98)	28	IC 028. US 022. G & S: SPORTS RACQUETS, NAMELY TENNIS RACQUETS, RACQUETBALL RACQUETS, SQUASH RACQUETS, BADMINTON RACQUETS; GOLF CLUBS, GOLF BALLS, TENNIS BALLS, SPORTS BALLS, NAMELY, BASKETBALLS, BASEBALLS, FOOTBALLS, SOCCERBALLS, VOLLEY BALLS; CROSSBOWS, TENNIS RACQUET STRING, AND SHUTTLECOCKS. FIRST USE: 19880110. FIRST USE IN COMMERCE: 19880110
73778747	1589092 (3/27/90)	24 KARAT	CENTRAL MFG CO. (4/7/98)	28	IC 028. US 022 023 038 050. G & S: SPORT RACQUETS, NAMELY TENNIS RACQUETS, RACKET BALL RACQUETS, SQUASH RACQUETS AND BADMINTON RACQUETS; SPORTS BALLS NAMELY BASKETBALLS, BASEBALLS, FOOTBALLS, SOCCERBALLS, [ VOLLEYBALLS, ] TENNIS BALLS AND GOLF BALLS; GOLF CLUBS; CROSS BOWS; TENNIS RACQUETS STRING AND SHUTTLECOCKS. FIRST USE: 19850118. FIRST USE IN COMMERCE: 19850118

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## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
73771242	1593157 (4/24/90)	HYPERSONIC	CENTRAL MFG CO. (4/7/98)	28	IC 028. US 022. G & S: SPORTS RACQUETS, NAMELY TENNIS RACQUETS, RACQUETBALL RACQUETS, SQUASH RACQUETS, BADMINTON RACQUETS; GOLF CLUBS, GOLF BALLS, TENNIS BALLS, SPORTS BALLS, NAMELY BASKETBALLS, BASEBALLS, FOOTBALLS, SOCCERBALLS, VOLLEYBALLS; CROSSBOWS, TENNIS RACQUET STRING AND SHUTTLECOCKS. FIRST USE: 19880110. FIRST USE IN COMMERCE: 19880110
73772953	1596600 (5/15/90)	NIGHT STALKER	CENTRAL MFG CO. (4/7/98)	28	IC 028. US 022. G & S: SPORTING GOODS FOR ACTIVE SPORTS, NAMELY TENNIS RACQUETS, RACQUETBALL RACQUETS, SQUASH RACQUETS, GOLF BALLS, GOLF CLUBS, TENNIS BALLS, TENNIS STRINGS AND SHUTTLECOCKS. FIRST USE: 19810110. FIRST USE IN COMMERCE: 19810110
73778748	1602482 (6/19/90)	ANNIHILATOR	CENTRAL MFG CO. (4/7/98)	28	IC 028. US 022. G & S: SPORTS RACQUETS, NAMELY TENNIS, RACKET BALL, SQUASH AND BADMINTON RACQUETS; GOLF CLUBS, GOLF BALLS, TENNIS BALLS, BASKETBALLS, BASEBALLS, FOOTBALLS, SOCCER BALLS AND VOLLEY BALLS; CROSSBOWS; AND TENNIS RACQUET STRING AND SHUTTLECOCKS. FIRST USE: 19830110. FIRST USE IN COMMERCE: 19830110
73793505	1608361 (7/31/90)	S	CENTRAL MFG CO. (4/7/98)	28	IC 028. US 022. G & S: SPORTING GOODS, NAMELY, SPORT RACQUETS, INCLUDING TENNIS, SQUASH AND BADMINTON; GOLF CLUBS; GOLF BALLS,

## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
					TENNIS BALLS, BASKETBALLS, BASEBALLS, SOCCER BALLS; CROSS BOWS; TENNIS RACQUET STRINGS; SPORTS BALLS AND SHUTTLECOCKS. FIRST USE: 19880400. FIRST USE IN COMMERCE: 19880400
73771877	1621365 (11/6/90)	COLLIDER	CENTRAL MFG CO. (4/7/98)	28	IC 028. US 022. G & S: SPORTS RACQUETS - NAMELY, TENNIS, RACQUETBALL, SQUASH, AND BADMINTON; GOLF CLUBS; GOLF BALLS; TENNIS BALLS; SPORTS BALLS - NAMELY, BASKETBALL, BASEBALL, FOOTBALL, SOCCERBALL AND VOLLEYBALL; CROSSBOWS; TENNIS RACQUET STRING; AND SHUTTLECOCKS. FIRST USE: 19880111. FIRST USE IN COMMERCE: 19880111
73778875	1623790 (11/20/90)	HAVOC	CENTRAL MFG CO. (4/7/98)	28	IC 028. US 022. G & S: SPORTS RACQUETS, INCLUDING TENNIS RACKETS, RACQUETBALLS, BALLRACQUET, SQUASH, BADMINTON, GOLF BALLS, TENNIS BALLS, SPORTS BALLS, INCLUDING BASKETBALL, BASEBALL, FOOTBALL, SOCCERBALL, VOLLEYBALLS, CROSSBOWS, TENNIS RACQUET STRING, AND SHUTTLECOCKS. FIRST USE: 19850110. FIRST USE IN COMMERCE: 19850110
74427158	1903753 (2/4/95)	DARK STAR LAGER	LEO STOLLER (11/2/01)	32	IC 032. US 048. G & S: beer. FIRST USE: 19930929. FIRST USE IN COMMERCE: 19930929
74724048	1984329 (7/2/96)	SENTRA	CENTRAL MFG. CO. (4/9/98)	14	IC 014. US 002 027 028 050. G & S: clocks and watches. FIRST USE: 19820200. FIRST USE IN COMMERCE:

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## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
					19820200
75154345	2057613 (4/29/97)	DARK STAR	CENTRAL MFG. CO. (7/29/98)	9	IC 009. US 021 023 026 036 038. G & S: audiocassettes, audio tapes, audio discs, and phonograph records all featuring science fiction matter; video discs, motion picture films, and prerecorded videotapes, all featuring animated works about science fiction matter; binoculars, calculators; blank audio cassettes; blank video cassettes; blank discs for computers; air tanks for use in scuba diving; computer disc drivers; computer fax modem cards; electric irons; electronic flying insect light traps, electronic garage door locks; eyeglasses and sunglasses and frames therefor; cases for eyeglasses and sunglasses; keyboards for computers; laser printers; life jackets; lifebelts; life nets; decorative refrigerator magnets; slide projectors; photographic slide transparencies; photographic video cameras and lenses therefor; radios; safety goggles; telephones; telescopes; electronic calendars, namely, handheld personal electronic devices for scheduling appointments. FIRST USE: 19880100. FIRST USE IN COMMERCE: 19880100
75154344	2061586 (5/13/97)	DARK STAR	CENTRAL MFG. CO. (7/29/98)	14	IC 014. US 002 027 028 050. G & S: clocks; watches; gold jewelry; ornamental lapel pins. FIRST USE: 19880100. FIRST USE IN COMMERCE: 19880100
75006422	2064576 (5/27/97)	SENTRA	CENTRAL MFG. CO. (4/9/98)	36	IC 036. US 100 101 102. G & S: investment management and insurance consultation. FIRST USE: 19931000. FIRST USE IN COMMERCE: 19931000



## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
75129210	2071763 (6/17/96)	DARK STAR	CENTRAL MFG. CO. (7/29/98)	16	IC 016. US 002 005 022 023 029 037 038 050. G & S: postcards, posters, campus maps, greeting cards, stationery, message and memo pads, checkbook covers, calendars, book marks, notebooks, letter openers, pencils, pens, desk sets, bumper stickers, decals, iron-on heat transfers, bank checks, dictionaries, wrapping paper, comic magazines and books, photographic albums, pen and pencil cases, paper folders, game books, coloring books, sheets of music, playing cards, printed invitations, scribble pads, diaries, diary covers, paperweights, syndicated newspaper and magazine cartoon features, drawing rulers, ungraduated rulers, looseleaf binders, erasers, pencil sharpeners, paper coasters, paper hats, paper party hats, bulletin boards, highlighter pens, water globe paperweights, pocket secretaries, agenda books, staplers, book covers, paintings, joke books, autograph books, paper tablecloths, announcement cards, bookends, ring binders, report covers, series of fictional books, children's fictional storybooks. FIRST USE: 19860100. FIRST USE IN COMMERCE: 19860100
75154346	2077635 (7/8/97)	DARK STAR	CENTRAL MFG. CO. (7/29/98)	41	IC 041. US 100 101 107. G & S: series of television and radio programs about science fiction; musical entertainment services by a vocal group; arcade service for video amusement games; organizing and conducting sporting events for tennis and golf; amusement park services in the nature of children's bouncing ride; conducting aerobic

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## SCHEDULE A -- TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
					competitions; educational services, namely, providing workshops, lectures, courses and group instruction in trademark licensing. FIRST USE: 19880100. FIRST USE IN COMMERCE: 19880100
75129214	2081347 (7/22/97)	DARK STAR	CENTRAL MFG. CO. (7/29/98)	18	IC 018. US 001 002 003 022 041. G & S: tote bags, book bags, all purpose sport bags, duffel bags, beach bags, backpacks, umbrellas, handbags, purses, wallets, luggage, leather key fobs, suitcases, walking sticks, riding whips, leather traveling bags, leather key cases, briefcase-type portfolios, attache cases, business card cases, toiletry cases sold empty, credit card cases, passport cases, travel bags, shaving bags sold empty, billfolds, cosmetic cases sold empty, garment bags for travel, luggage tags, knapsacks, clutch bags, stadium tote bags, coin purses, vanity cases sold empty. FIRST USE: 19860100. FIRST USE IN COMMERCE: 19860100
75152224	2081565 (7/22/97)	DARK STAR	CENTRAL MFG. CO. (7/29/98)	12	IC 012. US 019 021 023 031 035 044. G & S: motorcycles, bicycles, boats, tires. FIRST USE: 19860100. FIRST USE IN COMMERCE: 19860100
75203742	2097863 (9/16/97)	FIRE POWER	CENTRAL MFG. CO. (4/7/98)	28	IC 028. US 022 023 038 050. G & S: pool cues, pool tables, darts, billiard balls, cue cases, cue racks, billiard gloves. FIRST USE: 19810100. FIRST USE IN COMMERCE: 19810100

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## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
75124411	2119118 (12/9/97)	LOVE YOUR BODY	Stoller, Leo D. DBA Sentra Sporting Goods USA Co.	25	IC 025. US 022 039. G & S: clothing, namely, men's, women's, boy's and girl's pants, shirts, shorts, legwarmers, bras, panties, socks, hosiery, jackets, coats, dresses, bathing suits, warm-up suits, T-shirts, blouses, shirts, underwear, hats, headbands, lingerie, body suits, and shoes. FIRST USE: 19831001. FIRST USE IN COMMERCE: 19831001
75219634	2127199 (1/6/98)	DARK STAR	CENTRAL MFG. CO. (7/27/98)	3	IC 003. US 001 004 006 050 051 052. G & S: laundry bleach; laundry detergent; all-purpose cleaning preparations; floor polish; furniture polish; chrome polish; scouring liquids; general purpose scouring powder; skin abrasive preparations; skin soap; perfume; cologne; essential oils for personal use; hair lotion; dentifrices; suntan lotion and oil; shaving cream; after-shave lotion; cosmetics, namely, lipstick, eye shadow, toner, makeup, blush, rouge, lip gloss. FIRST USE: 19880100. FIRST USE IN COMMERCE: 19880100
75219633	2128798 (1/13/98)	DARK STAR	CENTRAL MFG. CO. (7/27/98)	2	IC 002. US 006 011 016. G & S: mordants for use in the area of pipelines; varnish; colorants for use in the manufacture of paint; colorants for use in the manufacture of cosmetics; corrosion inhibiting paint type coatings for commercial marine use; house paint; exterior paint; interior paint; paint primers; paint for use in the manufacture of furniture; paint for artists; paint for concrete floors; paint for industrial equipment and machinery; paint for model airplanes, model cars and the like; wood preservatives; rust preservatives in the nature of a coating; natural resins for

## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
					use in the manufacture of adhesives; shellac and lacquers for use as a surface coating; metals in foil and powder for painters, decorators, printers and artists. FIRST USE: 19880100. FIRST USE IN COMMERCE: 19880100
75230338	2137059 (2/17/98)	AIR FRAME	CENTRAL MFG. CO. (4/7/98)	41	IC 041. US 100 101 107. G & S: series of television and radio programs about science fiction; musical entertainment services [ in the nature of live performances ] by a vocal group; arcade service for video amusement games; organizing and conducting sporting events for tennis and golf; amusement park services in the nature of children's bouncing ride; conducting aerobatic competitions; educational services, namely, providing workshops, lectures, courses and group instruction in trademark licensing. FIRST USE: 19880100. FIRST USE IN COMMERCE: 19880100
75242656	2137218 (2/17/98)	AIR FRAME	CENTRAL MFG. CO. (4/7/98)	25	IC 025. US 022 039. G & S: athletic shoes; cloth baby bibs; bandannas; baseball caps; baseball shirts; blouses; baby buntings; caps; casual pants; casual shoes; children's wear, namely, [ pants, shirts, pajamas, stockings, underwear, hats, shoes; ] collars, cover-alls; dress shirts; dresses; garter belts; gloves; golf shirts; gym shirts; hats; hosiery; jackets; jeans; jumpers; knit shirts; leg warmers; lingerie; mittens; neckties; negligees; painter's caps; pajamas; parkas; polo-type shirts; ponchos; robes; running shoes; running shorts; scarves; shirts; shawls; shoes; shorts; ski jackets; skirts; slacks; sleepwear; slips; [ non-protective ] snowmobile



## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
					suits; socks; sport shoes; sun visors; suspenders; sweatbands; sweat pants; sweat shirts; sweat shorts; sweaters; swimwear; swimsuits; T-shirts; tank tops; tennis shirts; ties; tights; tracksuits; underwear; vests; walking shorts; wind resistant jackets; workpants; wrist bands. FIRST USE: 19880100. FIRST USE IN COMMERCE: 19880100
75228497	2138609 (2/24/98)	AIR FRAME	CENTRAL MFG. CO. (4/7/98)	9	IC 009. US 021 023 026 036 038. G & S: audio cassettes, audio tapes, audio discs, and phonograph records all featuring science fiction matter; video discs, motion picture films, and prerecorded videotapes, all featuring animated works about science fiction matter; binoculars, calculators; blank audio cassettes; blank video cassettes; air tanks for use in scuba diving; electric irons; electronic flying insect light traps, electronic garage door locks; eyeglasses and sunglasses and frames there for; cases for eyeglasses and sunglasses; life jackets; life belts; life nets; decorative refrigerator magnets; slide projectors; photographic slide transparencies; photographic video cameras and lenses there for; radios; safety goggles; telephones; telescopes; electronic calendars, namely, handheld personal electronic devices for scheduling appointments. FIRST USE: 19880100. FIRST USE IN COMMERCE: 19880100

## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
75242655	2138806 (2/24/98)	AIR FRAME	CENTRAL MFG. CO. (4/7/98)	28	IC 028. US 022 023 038 050. G & S: toys and sporting goods, namely, tennis rackets, golf clubs, tennis balls, basketballs, baseballs, soccer balls, golf balls, cross bows, tennis racket strings and [ badminton ] shuttlecocks, toy airplanes, hobby craft kits [ for building toy airplanes, ] toy building structures, and toy bicycles [ not intended for riding, ] pool cues, pool tables, darts, billiard balls, [ billiard ] cue cases, [ billiard ] cue racks, billiard gloves, fishing rods, hockey sticks, hockey pucks, ping pong paddles, ping pong balls. FIRST USE: 19880100. FIRST USE IN COMMERCE: 19880100
75228010	2140524 (3/3/98)	SENTRA	CENTRAL MFG. CO. (4/9/98)	2	IC 002. US 006 011 016. G & S: mordants for use in the area of construction; varnish; colorants for use in the manufacture of paint; colorants for use in the manufacture of cosmetics; corrosion inhibiting paint coatings for commercial marine use; house paint; exterior paint; interior paint; paint primers; paint for use in the manufacture of furniture; paint for artists; paint for concrete floors; paint for industrial equipment and machinery; paint for model airplanes, model cars and the like; wood preservatives; rust preservatives in the nature of a coating; natural resins for use in the manufacture of adhesives; shellac and lacquer for use as a surface coating; metals in foil and powder for painters, decorators, printers and artists. FIRST USE: 19860100. FIRST USE IN COMMERCE: 19860100

## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
75787559	2371075 (7/25/00)	RENTAMARK	CENTRAL MFG. CO.	42	IC 042. US 100 101. G & S: Licensing of Intellectually Property. FIRST USE: 19940100. FIRST USE IN COMMERCE: 19940100
76053720	2603567 (8/6/02)	IGLOO STEALTH	Igloo Products Corp.	21	IC 021. US 002 013 023 029 030 033 040 050. G & S: Thermally insulated tote bags for food and beverages and thermally insulated portable beverages dispensers, distributed in food service channels of trade to food service distributors. FIRST USE: 19991014. FIRST USE IN COMMERCE: 19991014
76215378	2847148 (6/1/04)	HAVOC RACING	CENTRAL MFG. CO. (10/3/03)	25	IC 025. US 022 039. G & S: Motorists clothing, consisting of shirts, jerseys and hats. FIRST USE: 20001103. FIRST USE IN COMMERCE: 20001103
78114518	2859897 (7/6/04)	BP STEALTH	CENTRAL MFG. CO. (1/21/03)	12	IC 012. US 019 021 023 031 035 044. G & S: Bicycle parts, namely, brakes, chains, handle bars, tubes and connectors for bicycle frames, change speed gears. FIRST USE: 19990101. FIRST USE IN COMMERCE: 19991201
73551893	1381612 (2/04/86)	STRADIVARIUS	CENTRAL MFG. CO. (4/7/98)	28	IC 028. US 022. G & S: TENNIS RACQUETS, GOLF BALLS, GOLF CLUBS, TENNIS BALLS, BASKETBALLS, BASEBALLS, SOCCER BALLS, CROSS BOWS, TENNIS RACQUET STRINGS AND SHUTTLECOCKS. FIRST USE: 19800218. FIRST USE IN COMMERCE: 19800218
73552023	1382504 (2/11/86)	TIRADE	CENTRAL MFG CO. (1/11/06)	22	IC 028. US 022. G & S: TENNIS RACQUETS, GOLF BALLS, GOLF CLUBS, TENNIS BALLS, BASKETBALLS, BASEBALLS, SOCCER BALLS, CROSS BOWS, TENNIS RACQUET STRINGS AND

## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
					SHUTTLECOCKS. FIRST USE: 19810400. FIRST USE IN COMMERCE: 19810400
73552025	1389167 (4/8/86)	WHITE LINE FEVER	CENTRAL MFG CO. (9/1/97)	25	IC 025. US 039. G & S: CLOTHING--NAMELY, MEN'S, WOMEN'S, BOYS AND GIRLS', PANTS, SHIRTS, SHORTS, LEGWARMERS, BRAS, PANTIES, SOCKS, HOSIERY, JACKETS, COATS, DRESSES, BATHING SUITS, WARM-UP SUITS, T-SHIRTS, BLOUSES, SHIRTS, UNDERWEAR, HATS, HEADBANDS, LINGERIE, BODY SUITS AND SHOES. FIRST USE: 19810310. FIRST USE IN COMMERCE: 19810310
73618743	1434642 (3/31/87)	STEALTH	CENTRAL MFG CO. (4/7/98)	12	IC 012. US 019. G & S: BICYCLES, MOTORCYCLES AND BOATS. FIRST USE: 19820100. FIRST USE IN COMMERCE: 19820100
73776184	1553032 (8/22/89)	TRILLIUM	CENTRAL MFG. CO. (9/1/97)	28	IC 028. US 022. G & S: SPORTING GOODS, NAMELY, RACQUETS FOR TENNIS, SQUASH AND BADMINTON, GOLF CLUBS, GOLF BALLS, TENNIS BALLS, BASKETBALLS, BASEBALLS, SOCCER BALLS; CROSS BOWS; TENNIS RACQUET STRINGS, SPORTS BALLS AND SHUTTLECOCKS. FIRST USE: 19880400. FIRST USE IN COMMERCE: 19880400
73771240	1564755 (11/7/89)	PHALANX	CENTRAL MFG. CO. (9/1/97)	28	IC 028. US 022. G & S: SPORTS RACQUETS, NAMELY TENNIS RACQUETS, RACQUETBALL RACQUETS, SQUASH RACQUETS, BADMINTON RACQUETS; GOLF CLUBS, GOLF BALLS, TENNIS BALLS, SPORTS BALLS, NAMELY BASKETBALLS,

## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg)	Word Mark	Current Owner (Date of Assign)	Class	Goods
					BASEBALLS, FOOTBALLS, SOCCERBALLS, VOLLEYBALLS; CROSSBOWS, TENNIS RACQUET STRING AND SHUTTLECOCKS. FIRST USE: 19880110. FIRST USE IN COMMERCE: 19880110
73773213	1564756 (11/7/89)	TURBOJET	CENTRAL MFG CO. (9/1/97)	28	IC 028. US 022. G & S: SPORTS RACQUETS, NAMELY TENNIS RACQUETS, RACQUETBALL RACQUET, SQUASH, BADMINTON, GOLF CLUBS, GOLF BALLS, TENNIS BALLS, SPORTS BALLS, NAMELY BASKETBALL, BASEBALL, FOOTBALL, SOCCERBALL, VOLLEYBALLS, CROSSBOWS, TENNIS RACQUET STRING, AND SHUTTLECOCKS. FIRST USE: 19880111. FIRST USE IN COMMERCE: 19880111
73767454	1581051 (2/06/90)	TRILLIUM	CENTRAL MFG CO. (4/7/98)	6	IC 006. US 014. G & S: METAL ALLOYS FOR USE IN THE SPORTING AND TRANSPORTATION INDUSTRIES. FIRST USE: 19880100. FIRST USE IN COMMERCE: 19880100
73778877	1615004 (9/25/90)	TERMINATOR	CENTRAL MFG CO. (Cewiral MFC CO) (4/7/98)	28	IC 028. US 022. G & S: SPORTS RACQUETS, INCLUDING TENNIS RACKETS, RACQUETBALL RACQUET, SQUASH, BADMINTON, GOLF CLUBS, GOLF BALLS, TENNIS BALLS, SPORTS BALLS, INCLUDING BASKETBALL, BASEBALL, FOOTBALL, SOCCERBALL, VOLLEYBALLS, TENNIS RACQUET STRING, AND SHUTTLECOCKS. FIRST USE: 19840308. FIRST USE IN COMMERCE: 19840308



## SCHEDULE A – TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
74004936	1717010 (9/15/92)	STEALTH	CENTRAL MFG CO. (4/7/98)	2	IC 002. US 006 011 016. G & S: MICROWAVE ABSORBING AUTOMOBILE PAINT. FIRST USE: 19920526. FIRST USE IN COMMERCE: 19920526
74063127	1766806 (4/20/93)	STEALTH	CENTRAL MFG CO. (4/7/98)	28	IC 028. US 022 023 038 050. G & S: fishing tackle floats (bobbies). FIRST USE: 19920710. FIRST USE IN COMMERCE: 19920710
74162239	1846182 (7/19/94)	STEALTH	CENTRAL MFG. CO. (10/1/01)	12	IC 012. US 019 035. G & S: automotive tires. FIRST USE: 19931221. FIRST USE IN COMMERCE: 19931221
74415569	1867087 (12/13/94)	STEALTH	CENTRAL MFG. CO. (4/7/98)	28	IC 028. US 022. G & S: pool cue, pool tables, darts, billiard balls, cue cases, cue rack; billiard gloves. FIRST USE: 19861117. FIRST USE IN COMMERCE: 19861117
74340300	1947145 (1/9/96)	STEALTH TECHNOLOGY	CENTRAL MFG. CO. (2/04/02)	9	IC 009. US 021 023 026 036 038. G & S: computer hardware and computer utility software and operating manuals. FIRST USE: 19930101. FIRST USE IN COMMERCE: 19930101
74476028	2007348 (6/15/96)	STEALTH SQUAD	CENTRAL MFG. CO. (4/7/98)	16	IC 016. US 038. G & S: comic book. FIRST USE: 19930702. FIRST USE IN COMMERCE: 19930910
74630176	2024889 (12/24/94)	THE STEALTH	CENTRAL MFG. CO. (4/7/98)	21	IC 021. US 002 013 023 029 030 033 040 050. G & S: lawn sprinklers. FIRST USE: 19950125. FIRST USE IN COMMERCE: 19950125
74724047	2025156 (12/24/96)	STEALTH	CENTRAL MFG. CO. (4/7/98)	6	IC 006. US 002 012 013 014 023 025 050. G & S: metal alloys for use in sporting goods and transportation and window locks. FIRST USE: 19880400. FIRST USE IN COMMERCE: 19880400

## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
75121252	2063283 (5/20/97)	STRADIVARIUS	CENTRAL MFG. CO. (4/7/98)	9	IC 009. US 021 023 026 036 038. G & S: computers, calculators, radios and photographic apparatus, namely, cameras and lenses; optical apparatus, namely, binoculars and telescopes. FIRST USE: 19821200. FIRST USE IN COMMERCE: 19821200
74125070	2074780 (7/1/97)	STEALTH	COBRA ELECTRONICS CORPORATION	9	IC 009. US 026. G & S: automobile-mounted radar detectors sold only in the consumer channel of trade. FIRST USE: 19901031. FIRST USE IN COMMERCE: 19901031
75130222	2083721 (7/29/97)	DARK STAR	CENTRAL MFG. CO. (7/27/98)	25	IC 025. US 022 039. G & S: athletic shoes, cloth baby bibs, bandannas, baseball caps, baseball shirts, blouses, baby bunnings, caps, casual pants, casual shoes, swaddling clothes, collars, cover-alls, dress shirts, dresses, garter belts, gloves, golf shirts, gym shirts, handkerchiefs, hats, hosiery, jackets, jeans, jumpers, knit shirts, leg warmers, lingerie, mittens, neckties, negligees, painter's caps, pajamas, parkas, polo-type shirts, ponchos, robes, running shoes, running shorts, scarves, shirts, shawls, shoes, shorts, ski jackets, skirts, slacks, sleepwear, slips, snowmobile suits, slacks, sports shoes, sunsuits, sun visors, suspenders, sweatbands, sweat pants, sweat shirts, sweat shorts, sweaters, swimwear, swimsuits, T-shirts, tank tops, tennis shirts, ties, tights, tracksuits, underwear, vests, walking shorts, wind resistant jackets, workpants, wrist bands. FIRST USE: 19860100. FIRST USE IN COMMERCE: 19860100
75218045	2110838 (11/4/97)	DARK STAR	CENTRAL MFG. CO. (7/27/98)	36	IC 036. US 100 101 102. G & S: financial planning; investment management; insurance consultation. FIRST

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## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg)	Word Mark	Current Owner (Date of Assign)	Class	Goods
					USE: 19880100. FIRST USE IN COMMERCE: 19880100
75180414	2126933 (1/6/98)	STAR LITE	CENTRAL MFG. CO. (9/1/97)	6	IC 006. US 002 012 013 014 023 025 050. G & S: metal goods, namely, metal alloys for use in sporting goods and transportation and window locks. FIRST USE: 19860100. FIRST USE IN COMMERCE: 19860100
75228505	2128940 (1/13/98)	AIR FRAME	CENTRAL MFG. CO. (3/23/98)	12	IC 012. US 019 021 023 031 035 044. G & S: motorcycles, bicycles, boats, tires. FIRST USE: 19880100. FIRST USE IN COMMERCE: 19880100
75206799	2227069 (3/2/99)	STEALTH	CEWIRAL MFG CO (10/30/01)	36	IC 036. US 100 101 102. G & S: financial planning; investment management; insurance consultation. FIRST USE: 19861000. FIRST USE IN COMMERCE: 19861000
75469776	2264631 (7/27/99)	TRIANA	CENTRAL MFG. CO.	41	IC 041. US 100 101 107. G & S: Entertainment in the nature of a series of television and radio programs about science fiction; Entertainment, namely, live performances by a musical vocal group; Amusement video arcades; Organizing and conducting exhibition sporting events for tennis and golf; Amusement park services in the nature of children's bouncing ride; Entertainment in the nature of competitions in the field of acrobatics; Educational services, namely, providing workshops, lectures, courses and group instruction in trademark licensing. FIRST USE: 19870600. FIRST USE IN COMMERCE: 19870600
75470988	2264642 (7/27/97)	TRIANA	CENTRAL MFG. CO.	12	IC 012. US 019 021 023 031 035 044. G & S: Motorcycles, bicycles, boats and tires. FIRST USE: 19870600. FIRST USE IN COMMERCE: 19870600



## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
75469775	2266783 (8/3/99)	TRIANA	CENTRAL MFG. CO.	41	IC 041. US 100 101 107. G & S: Entertainment in the nature of a series of television and radio programs about science fiction; Entertainment, namely, live performances by a musical vocal group; Amusement video arcades; Organizing and conducting exhibition sporting events for tennis and golf; Amusement park services in the nature of children's bouncing ride; Entertainment in the nature of competitions in the field of aerobatics; Educational services, namely, providing workshops, lectures, courses and group instruction in trademark licensing. FIRST USE: 19870600. FIRST USE IN COMMERCE: 19870600
75338586	2272891 (8/24/99)	STEALTH	CENTRAL MFG CO (11/28/01)	14	IC 014. US 002 027 028 050. G & S: tie fasteners. FIRST USE: 19981031. FIRST USE IN COMMERCE: 19981031
75143090	2273229 (8/31/99)	SENTRA	CENTRAL MFG CO. (3/30/98)	14	IC 014. US 002 027 028 050. G & S: tie fasteners. FIRST USE: 19981031. FIRST USE IN COMMERCE: 19981031
75469777	2287397 (10/19/99)	TRIANA	CENTRAL MFG. CO.	28	IC 028. US 022 023 038 050. G & S: toys and sporting goods, namely, tennis rackets, golf clubs, tennis balls, basketballs, baseballs, soccer balls, billiard balls, golf balls, footballs, cross bows, tennis racket strings, Badminton shuttlecocks, pool cue, pool tables, darts, pool cue cases, pool cue rack, billiard gloves, toy airplanes, toy BB guns, roller skates, hobby craft kits comprised of parts for assembly of toy airplanes and space craft, board games, toy building structures, toy bicycles, action figures, fishing rods, fishing reels, fishing line bobbers. FIRST USE: 19870600. FIRST USE IN COMMERCE: 19870600

## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg)	Word Mark	Current Owner (Date of Assign)	Class	Goods
75469860	2320324 (2/22/00)	TRIANA	CENTRAL MFG. CO.	9	IC 009. US 021 023 026 036 038. G & S: Prerecorded Audiocassettes, prerecorded audio tapes, audio discs, and phonograph records all featuring science fiction stories; Video discs, motion picture films, and prerecorded videotapes, all featuring animated works about science fiction subjects; binoculars, calculators; blank audio cassettes; blank video cassettes; blank computer discs; air tanks for use in scuba diving; computer disc drivers; computer monitors; computer fax modem cards; electric irons; electronic flying insect light traps, electronic garage door locks; eyeglasses and sunglasses and frames therefor; cases for eyeglasses and sunglasses; electronic metal locks; electric laundry irons; computers; computer goods, namely, printers, disc drives, keyboards, and floppy disk storage cases; computer software for use in database management; motion picture films in the nature of science fiction; laser printers; life jackets; lifebelts; life nets; decorative refrigerator magnets; slide projectors; photographic slide transparencies; photographic video cameras and lenses therefor; radios; safety goggles; telephones; telescopes; electronic calendars, namely, handheld personal electronic devices for scheduling appointments. FIRST USE: 19870600. FIRST USE IN COMMERCE: 19870600
74735867	2325053 (3/7/00)	STEALTH 9MM	CENTRAL MFG. CO. (8/13/98)	40	IC 040. US 100 103 106. G & S: manufacture and assembly of firearms to the order and the specification of others. FIRST USE: 19950801. FIRST USE IN COMMERCE:

## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
					19950800
74735868	2325054 (3/7/00)	STEALTH 9MM SHADOW	CENTRAL MFG. CO. (8/13/98)	40	IC 040. US 100 103 106. G & S: manufacture and assembly of firearms to the order and the specification of others. FIRST USE: 19950801. FIRST USE IN COMMERCE: 19950800
75000280	2330467 (3/1/00)	STEALTH	CENTRAL MFG. CO. (8/13/98)	18	IC 018. US 001 002 003 022 041. G & S: leather wallets, leather handbags, and leather attache cases. FIRST USE: 19850100. FIRST USE IN COMMERCE: 19850100
75755602	2403775 (11/14/00)	STEALTH	CENTRAL MFG. CO.	8	IC 008. US 023 028 044. G & S: Pocket Knives; Non-Electric Can Openers; Cutlery, Namely, Forks, Knives, and Spoons; Nail Clippers; Tweezers; Scissors; and Eyelash Curlers. FIRST USE: 19810600. FIRST USE IN COMMERCE: 19810600
75885658	2433330 (3/6/01)	STEALTH	CENTRAL MFG CO (11/9/01)	8, 10	IC 008. US 023 028 044. G & S: specialized hand tools for use in the fabrication and assembly of prosthetic limbs and prosthetic limb components; namely, thermoplastic tooling, thermoset tooling and foam extraction tooling. FIRST USE: 19971210. FIRST USE IN COMMERCE: 19971210 .... IC 010. US 026 039 044. G & S: prosthetic limb components; namely, shuttle locks, pyramids, pyramid receivers, sach foot adaptors, pylons, tube clamps, suction seals, adaptor plates, attachment plates, prosthetic knee systems, prosthetic knee chassis, and prosthetic feet. FIRST USE: 19971229. FIRST USE IN COMMERCE: 19971229

## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg)	Word Mark	Current Owner (Date of Assign)	Class	Goods
75203741	2439735 (4/3/01)	STEALTH	CENTRAL MFG. CO. (8/13/98)	9	IC 009. US 021 023 026 036 038. G & S: radios and speakers for automobiles, stereo speaker boxes, tape recorders, tape players and portable stereos. FIRST USE: 19860100. FIRST USE IN COMMERCE: 19860100
75019143	2478742 (8/21/01)	STEALTH	CENTRAL MFG. CO. (8/13/98)	9	IC 009. US 021 023 026 036 038. G & S: computer application software for creating databases, blank video film and video tapes, safety goggles, radios, photographic and video cameras. FIRST USE: 19850100. FIRST USE IN COMMERCE: 19850100
75932731	2497857 (10/16/01)	STEALTH SPRAY	CENTRAL MFG CO (8/14/01)	28	IC 028. US 022 023 038 050. G & S: hunters' scent camouflage. FIRST USE: 19990201. FIRST USE IN COMMERCE: 19990201
75932736	2497858 (10/16/01)	STEALTH SOAP	CENTRAL MFG CO (8/14/01)	28	IC 028. US 022 023 038 050. G & S: hunters' scent camouflage. FIRST USE: 19990201. FIRST USE IN COMMERCE: 19990201
75010278	2505698 (11/13/08)	STEALTH	CENTRAL MFG CO (11/9/01; 9/23/03)	11	IC 011. US 013 021 023 031 034. G & S: motion activated electric lighting fixtures. FIRST USE: 19950715. FIRST USE IN COMMERCE: 19950715
74734680	2523745 (1/1/02)	STEALTH	CENTRAL MFG. CO. (8/13/98)	26	IC 026. US 037 039 040 042 050. G & S: plastic buckles and fasteners for use in connection with backpacks, tote bags, sporting goods and foul weather gear and apparel and other similar articles. FIRST USE: 19960825. FIRST USE IN COMMERCE: 19960825
74726073	2551385 (3/26/02)	STEALTH	CENTRAL MFG. CO. (8/13/98)	9	IC 009. US 021 023 026 036 038. G & S: electric locks for garage doors. FIRST USE: 19860100. FIRST USE IN COMMERCE: 19860100

## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
75157566	2576910 (6/11/02)	DARK STAR	CENTRAL MFG. CO. (7/27/98)	11	IC 011. US 013 021 023 031 034. G & S: electric lighting fixtures; refrigerators; refrigerated shipping containers; refrigerated merchandise display cases; refrigerated beverage dispensing units; ventilating fans for commercial use; ventilating fans for industrial use; ventilating louvers; oven ventilator hoods; charcoal burning barbecue grills. FIRST USE: 19880100. FIRST USE IN COMMERCE: 19880100
75499347	2627054 (10/01/02)	TRIANA	CENTRAL MFG. CO.	25	IC 025. US 022 039. G & S: Athletic Shoes, Baby Cloth Bibs, Bandannas, Baseball Caps, Baseball Shirts, Blouses, Baby Buntings, Caps, Casual Pants, Casual Shoes, Collarettes, Cover-Alls, Dress Shirts, Dresses, Garters Belts, Gloves, Golf Shirts, Gym Shirts, Hats, Hosiery, Jackets, Jams, Jeans, Jumpers, Knit Shirts, Leg Warmers, Lingerie, Mittens, Neckties, Negligees, Painter's Caps, Pajamas, Parkas, Polo-Type Shirts, Ponchos, Pram Suits, Robes, Running Shoes, Running Shorts, Scarves, Shirts, Shawls, Shoes, Shorts, Ski Jackets, Skirts, Slacks, Sleepwear, Slips, Snowmobile Suits, Socks, Sports Shoes, Sun Swimsuits, Sun Visors, Suspenders, Sweatbands, Sweat Pants, Sweat Shirts, Sweat Shorts, Sweaters, Swimwear, Swimsuits, T-Shirts, Tank Tops, Tennis Shirts, Ties, Tights, Training suits, Underwear, Vests, Walking Shorts, Wind resistant jackets, Workpants, Wrist Bands. FIRST USE: 19870100. FIRST USE IN COMMERCE: 19870100



## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
75499332	2629600 (10/08/00)	TRIANA	CENTRAL MFG. CO.	18	IC 018. US 001 002 003 022 041. G & S: Tote Bags, Book Bags, All Purpose Sport Bags, Duffel Bags, Beach Bags, Backpacks, Umbrellas, Handbags, Purses, Wallets, Luggage, Leather Key Fobs, Suitcases, Walking Sticks, Riding Whips, Leather Traveling Bags, Leather Key Cases, Briefcase-Type Portfolios, Attache Cases, Business Card Cases, Toiletry Cases sold empty, Credit Card Cases, Travel Bags, Shaving Bags sold empty, Billfolds, Cosmetic Cases sold empty, Garment Bags for Travel, Luggage Tags, Knapsacks, Clutch Bags, Coin Purses, Vanity Cases sold empty. FIRST USE: 19870500. FIRST USE IN COMMERCE: 19870500
75826623	2636049 (10/15/02)	STEALTH	Lingual Orthodontics, Ltd.	10	IC 010. US 026 039 044. G & S: Orthodontic appliances, namely, orthodontic brackets, arch wires, lingual holding arches and hooks. FIRST USE: 20020328. FIRST USE IN COMMERCE: 20020328
75849316	2641546 (10/29/02)	STEALTH	CENTRAL MFG CO (6/4/02)	7	IC 007. US 013 019 021 023 031 034 035. G & S: Baling machines for use in material recycling and waste material disposal. FIRST USE: 19990205. FIRST USE IN COMMERCE: 19990205
74343994	2657452 (12/10/02)	STEALTH	CENTRAL MFG. CO. (8/10/98)	28	IC 028. US 022 023 038 050. G & S: toys and sporting goods, namely, model airplane kits, toy boats, toy guns, toy robots, and toy soldiers. FIRST USE: 19850100. FIRST USE IN COMMERCE: 19850100

## SCHEDULE A – TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
76236749	2737991 (7/15/03)	STEALTH	Braid, Dennis	28	IC 028. US 022 023 038 050. G & S: Fishing back support belts and harnesses; fishing belts, namely, back support belts as part of a fishing pole support harness; fishing belts, namely, back support belts for support of fishing poles with gimbal or uni-butt receiver; fishing belts, namely, back support belts for use on deep sea fishing vessels; fishing belts, namely, back support belts with quick release hook and loop shoulder straps; fishing belts, namely, adjustable shape back support belts. FIRST USE: 20030215. FIRST USE IN COMMERCE: 20030215
76379296	2744536 (7/29/03)	STEALTH DUST	EBSCO Industries, Inc.	28	IC 028. US 022 023 038 050. G & S: Hunters' scent camouflage and neutralizer. FIRST USE: 20030101. FIRST USE IN COMMERCE: 20030101
78103723	2761682 (9/09/03)	STEALTHPOD	International Electronics San Diego, Inc.	9	IC 009. US 021 023 026 036 038. G & S: CAMERA TRIPODS. FIRST USE: 20010700. FIRST USE IN COMMERCE: 20010700
76470920	2784049 (11/18/03)	STEALTHLITERACY	Big Guy Books, Inc.	16	IC 016. US 002 005 022 023 029 037 038 050. G & S: Series of Children's Books. FIRST USE: 20021001. FIRST USE IN COMMERCE: 20021010



## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
76534200	2847015 (5/25/05)	TRAVEL NURSE	CENTRAL MFG. CO.	35	IC 035. US 100 101 102. G & S: Association services, namely, promoting the interests of medical professionals; career placement; arranging and conducting business conferences, accounting services; administration of cultural and educational exchange programs; advertising agencies, namely, promoting the services of medical professionals, investigations, creating corporate logos for others, creating corporate and brand identity; agencies for advertising time and space; business appraisals, consultation, information management for medical professionals, management and consultation, marketing and direct mail consulting services, meeting planning, networking, organizational consultation, planning, providing computer databases featuring trade information regarding medical professions, commercial information in the field of medical professionals; computer services, namely, address change notification services; computerized database management, on-line retail services in the field of general merchandise, word processing; conducting business and market research surveys, employee incentive award programs to promote employee performance, marketing studies, trade shows in the field of medicine and general merchandise; copyright management consultation; creating trademarks for others; credit card registration; data processing services; demographic consultation; direct marketing advertising for others; displaying advertisements for others; dissemination of

## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
					advertising for others via the Internet, dissemination of advertising matter; doctor referrals; document reproduction; electronic billboard advertising, electronic catalog services featuring general merchandise, electronic retailing services via computer featuring general merchandise; employee relations information services, relocation and information, counseling and recruiting; employment verification; executive search and placement services; health care cost review; hospital management; mail order catalog services featuring general merchandise; mailing list preparation; management assistance, management of health care clinics for others; market analysis, research, research services; medical cost management, referrals. modeling for advertising or sales promotion; news clipping services; on-line ordering services featuring general merchandise, on-line posting of rewards for information, on-line retail store services featuring general merchandise; operating on-line marketplaces for sellers of goods and/or services; organizing and conducting job fairs; personnel management consultation, placement and recruitment, relocation; preparing advertisements for others, preparing and placing advertisements for others, preparing mailing lists; providing a web site at which users can offers goods for sale, providing a web site which features advertisements for the goods, providing a web site whereby buyers of goods or services locate and receive quotations from multiple

## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word-Mark	Current Owner (Date of Assign)	Class	Goods
					competitive sources and sellers of goods or services identify and bid on multiple news sales opportunities, providing business marketing information, providing career information via the Internet, providing information about the goods and services of others via the Internet, providing trade information; rating of accommodations; referrals in the field of medical professionals; rental of advertising space. FIRST USE: 19890000. FIRST USE IN COMMERCE: 19890000
76625764	3026260 (12/13/05)	STEALTH	CENTRAL MFG CO. (6/1/05)	11	IC 011. US 013 021 023 031 034. G & S: portable electric air power blower for use in drying pets. FIRST USE: 20030814. FIRST USE IN COMMERCE: 20030814
76233194	3051961 (1/31/06)	24 KARAT	CENTRAL MFG CO. (4/4/06)		IC 003. US 001 004 006 050 051 052. G & S: Perfume. FIRST USE: 20021201. FIRST USE IN COMMERCE: 20021201
78427432		STEALTH FEEDERS	Stealth Blinds, LLC	7	IC 007. US 013 019 021 023 031 034 035. G & S: mechanized solar-powered wildlife feeders
75016560		STEALTH	CENTRAL MFG. CO. (8/13/98)	11	IC 011. US 013 021 023 031 034. G & S: flashlights, pen lights, electric lamps, floor fans, wall fans, desk fans, portable fans. FIRST USE: 19850100. FIRST USE IN COMMERCE: 19850100
76071233		STEALTH	CENTRAL MFG. CO.	11	IC 011. US 013 021 023 031 034. G & S: HOUSEHOLD AIR CLEANERS, HOUSEHOLD AIR CLEANERS WITH IONIZER, DOMESTIC AND COMMERCIAL AIR PURIFIERS, AIR CONDITIONERS. FIRST USE: 19860100. FIRST USE IN COMMERCE: 19860100

## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
75565743		STEALTH	STEALTH MOTORSPORTS, L.L.C.	12	IC 012. US 019 021 023 031 035 044. G & S: RACING AUTOMOBILES AND STRUCTURAL PARTS THEREFOR. FIRST USE: 19920801. FIRST USE IN COMMERCE: 19920801
79002422		STEALTH	SUPERSPROX, a.s.	12	IC 012. US 019 021 023 031 035 044. G & S: Sprocket wheels and transmission systems for land vehicles, particularly sprocket wheels for motorcycle chains
74327774		STEALTH	CENTRAL MFG. CO. (8/13/98)	16	IC 016. US 037. G & S: pens, pencils, drawing rulers, paper clips, rubber bands, memopads, adhesive tape for stationery or household use, non-electric erasers, snap-off blade cutter for cutting paper, pencil sharpener, fountain pens, ball point pens, stationery; namely, writing paper and envelopes, playing cards and comic books. FIRST USE: 19860100. FIRST USE IN COMMERCE: 19860110
78214406		HAVOC		25	IC 025. US 022 039. G & S: camouflage clothing, namely, shirts, jackets, pants, coveralls, hats, gloves, boots, face nets in the nature of a camouflage veil, coats and raincoats.
73394754		SENTRASONY	STOLLER, LEO D. SENTRA SPORTING GOODS USA CO.	28	(ABANDONED) IC 028. US 022. G & S: TENNIS RACKETS. FIRST USE: 19820901. FIRST USE IN COMMERCE: 19820901
78069285		TERMINATOR	CENTRAL MFG. CO.	28	IC 028. US 022 023 038 050. G & S: Billiard Balls, cross bows, pool cue, pool tables, billard gloves, toy airplanes, toy bb guns, roller skates, hobby craft kits comprised of parts for assembly of toy airplanes, space craft, board

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## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg)	Word Mark	Current Owner (Date of Assign)	Class	Goods
					games, toy building structures, toy bicycles, action figures, fishing rods, fishing reels, fishing line bobbers, decoys for hunting. FIRST USE: 19860115. FIRST USE IN COMMERCE: 19860115
78286127		STEALTH	CENTRAL MFG. CO.	41	IC 041. US 100 101 107. G & S: Special event planning, training services in the field of trademark law, litigation and trademark licensing; amusement arcades, amusement parks featuring amusement rides and attractions, animal training, arranging and conducting education conferences, arranging ticket reservations for athletic competitions, shows and other entertainment events, educational testing, modeling for artists, motion picture theatres, movie studios, multi-media entertainment software for production services; music production services; news analysis and features distribution; news reporting services; officiating at sports contests; organizing community sporting and cultural events; photography services, physical fitness consultation, planetariums, portrait photography; preparing subtitles for movies and live theatrical events; production and distribution radio, television commercials and motion pictures, production of radio and television programs and film studies; providing a computer game that may be accessed network wide by network users, providing continuing legal education courses and fitness and exercise facilities; providing information on-line relating to computer games and computer enhancements for games,

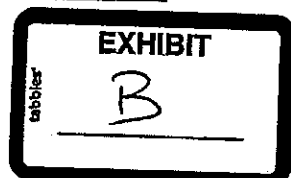


## SCHEDULE A - TRADEMARKS AND SERVICE MARKS

Serial No.	Reg. Number (Date of Reg.)	Word Mark	Current Owner (Date of Assign)	Class	Goods
					providing news in the nature of current events reporting and information in the field of employment training; providing recognition and incentives by the way of awards to demonstrate excellence in the fields of law, medicine, sports, computer hardware, accounting, nursing and secretaries; publication of journals; rental of artwork, rental of computer game programs, rental of films, rental of golf equipment, rental of photographic equipment, rental of video games and rolling skating rinks
78276411		NET-STEALTH	Blickensderfer, Laura L.	42	IC 042. US 100 101. G & S: Computer software development, computer software development, and computer programming for others, all in the field of digital encryption and decryption; computer consultation in the field of Internet cyber security. FIRST USE: 20030707. FIRST USE IN COMMERCE: 20030707
		CENTRAL MFG. CO.			Licensing of intellectual property.
		EMARK			Licensing of intellectual property

**SCHEDULE B – LICENSES**

Licensors	Licensee	Goods
Stealth Industries, Inc., S Industries, Inc., and Leo Stoller	Puma USA, Inc.	Footwear
Rentamark.com and Central Mfg. Co.	Bard Wyers Sports, Inc. and Impact Products, Inc.	Bicycle Carrier Models, Present and in the Future, including, but not limited to Hitch Carrier Designs, etc.
Leo Stoller and S Industries, Inc.	Victor Stanzel Co.	Jet Toy Airplanes
Rent-A-Mark	Raven Golf	Putters and Component Golf Clubs
S Industries, Inc.	Great American Tool Company, Inc.	Cutlery and Cutlery Related Accessories Including Without Limitation, Knives and Knife Cleaning, Sharpening and Maintenance Devices
Rent-A-Mark	TALICOR	Interactive Computer Game
Stealth, Stealth Industries, Inc., S Industries, Inc., Central Mfg. Co., and all other related companies either owned or operated by Leo Stoller	Northrop Grumman Corporation	Paper Goods and Printed Matter, Namely, Non-Fiction Books, Posters, Lecture Pointers, Playing Cards, Book Covers, Binders, Paper Party Decorations, Envelopes, Greeting Cards, Paper Napkins, Paper Pads, Pencils, Pens, Postcards, Stationery, Writing Tablets and Gift Wrapping Paper; Toys and Sporting Goods, Namely, Airplane Models and Assembly Kits Therefore, Balloons, Beach Balls, Inflatable Ride-On Toys, Board Games, Pinball Machines, Poker Playing Chips, Playing Chips for Video Game Machines, Video Game Machines, Bathtub Toys and Play Wading Pools; Clothing, Namely, T-Shirts, Caps, Sweat Shirts, Sweat Pants, Sweat Suits, Jerseys, Blouses, Pants, Visors, Jackets, Tank Tops, Bathing Suits, Coats, Hats, Kerchiefs, Neck Ties, Polo Shirts, Scarves, Ski Wear, Suspenders and Sweaters
Rentamark.com	Paul Kane	Anti-Glare Visor Stops Glare by





## SCHEDULE B – LICENSES

Licensor	Licensee	Goods
		Sunlight or Back Lighting on Computer Monitors, Lap Tops and Other Electrical Displays
S Industries, Inc., Leo D. Stoller d/b/a Sentra Sporting Goods Co., and Stealth Industries, Inc.	Bard Wyers Sports, Inc., Midwest Bicycle Company, Buffalo Grove Cycling and Fitness, Inc. d/b/a Buffalo Grove Schwinn and Riteway Products d/b/a Riteway North Central	Motor Vehicle Mount Bicycle Carrier Systems
S Industries, Inc.	Fit Bearings d/b/a Stealth Precision Speed Products d/b/a Stealth Products d/b/a Stealth Precision Products	In-Line Roller-Skate and Skateboard Bearings, In-Line Roller-Skate and Skateboard Wheels, In-Line Roller-Skate and Skateboard Axles and Axle Kits, In-Line Roller-Skate and Skateboard Lubrication, In-Line Roller-Skate and Skateboard Tools, In-Line Roller-Skate and Skateboard Carrying Sacks, In-Line Roller-Skate and Skateboard Grind Plates, In-Line and Skateboard Helmets, and Related Shirts and Hats
S Industries, Inc.	NAAN Irrigation Systems	Sprinkler Irrigation Products
S Industries, Inc.	Mitsubisha International Inc.	Golf Clubs, Golf Bags, Golf Carts, Golf Shoes, Golf Gloves, Golf Apparel, and Golf Balls
S Industries, Inc.	Wonderwand Inc. and Tom Olmstead	Tennis Rackets and Thermal Racket Covers
S Industries, Inc.	National Molding Corporation	Plastic Buckles and Fasteners for Use in Connection with Backpacks, Tote Bags, Sporting Goods and Foul Weather Gear and Apparel and Other Similar Articles
S Industries, Inc.	Stealth Hunter, Inc.	Tree Stands and Safety Harnesses for Deer Hunting
S Industries, Inc.	HHA Sports, Inc., Beaver Dam Outfitters, GAT Guns, Little John's Archery and Altra Products, Inc.	Archery Sights
S Industries, Inc.	Heritage Manufacturing, Inc.	Manufacture and Assembly of Firearms to the order and

SCHEDULE B – LICENSES		
Licensor	Licensee	Goods
		specification of others
Central Mfg. Inc.	RAB Electric Manufacturing, Inc.	Motion Activated Electric Lighting Fixtures, Security Lighting, Security Sensors, and Security Video Equipment
Rentamark.com	Stealth Corporation	Construction Services and Consulting
Rentamark.com	Stealth Networking	Computers, Computer Sales and Related Services
Rentamark.com	Stealth Demolition, LLC	Demolition Services
S Industries, Inc.	Charles S. Hayes	Microwave Absorbing Automobile Paint
S Industries, Inc.	Netti Export Corporate Pty Ltd., Netti North America, Kemco Group Ltd., Raleigh USA Bicycle Co., Avitar Sports International, Island Cycle Supply Company, CTEL, and THE HAWLEY COMPANY, Inc.	Bicycle Helmets
S Industries, Inc.	Philip C. Lane d/b/a Petra Comics	Comic Books
Leo Stoller d/b/a Sentra Sporting Goods, USA and S Industries, Inc.	STR Industries Illinois	Bicycles and Boats
Rentamark.com, and Central Mfg. Co.	Igloo Products Corp.	insulated food transport and dispensing containers sold in the food service industry
RENT-A-MARK	TALICOR, Inc.	Board & Electronic Games
Rentamark.com d/b/a Central Mfg. Co.	Conservation Technology, LLC	Track Lighting
Rentamark.com	Charles M. Gyenes d/b/a HI-Q- Antennas	manufacturing the Stealth II series HF Mobile Antennas
Leo D. Stoller, Stealth Industries, Inc., and S Industries, Inc.	Victor Stanzel Co.	jet toy air planes
Stealth Industries, Inc.	Cabela's Inc.	boats, fishing rods, clothing, archery and footwear
Rentamark.com	Stealth Production Support, Inc., and Stealth Technical Services, Inc.	performing event coordinating services for shows including renting rigging for industrial trade shows,

### SCHEDULE B – LICENSES

Licensor	Licensee	Goods
		renting rigging equipment, lighting equipment, specialty event equipment, providing labor, labor management, computer services, computer aided drafting for special events and shows and to provide billing services
Rentamark.com	Alnu Innovations	tie fasteners and tie lifters
Rentamark.com	American Orthodontics	Orthodontic brackets, arch wires, lingual holding arches and hooks
Rentamark.com	Lucifer Lighting Company	Interior and Exterior Lighting Fixtures Excluding Security Lighting
rentamark and Central Mfg. Co.	Prosthetic Design, Inc.	specialized hand tools for use in the fabrication and assembly of prosthetic limbs and prosthetic limb components; namely, thermoplastic tooling, thermoset tooling and foam extraction tooling, in Int. Class 008 and prosthetic limb components; namely, shuttle locks, pyramids, pyramid receivers, sach foot adaptors, pylons, tube clamps, suction seals, adaptor plates, attachment plates, prosthetic knee systems, prosthetic knee chassis, and prosthetic feet in Int. Class 010
Rentamark.com	Big Guy Books, Inc.	Series of Children's Books
Rentamark.com	Tony Smith dba Stealth Racing	Racing Cars, Racing Car Services, Carburetors, Carburetor Repair Services, Car Parts, T-Shirts and Hats
Rentamark.com	Marathon Equipment Company	Baling Machines For Use in Material Recycling and Waste Material Disposal
Rentamark.com	Jas. D. Easton, Inc. and Easton Sports, Inc.	Hockey Sticks, Ice Hockey Skates, Hockey Shafts, Hockey Blades, Baseball Bats and Softball Bats
Rentamark.com	International Electronics San Diego, Inc.	Camera Tripods
Rentamark.com	Scott Vestal d/b/a Scott Vestal's 5 String Banjos	Musical Instruments, Namely, Banjos

**SCHEDULE B – LICENSES**

<b>Licensor</b>	<b>Licensee</b>	<b>Goods</b>
	Acutab Publications, Inc.	
Rentamark.com	John Graham Compton, individually and d/b/a Stealth Blinds, LLC and Stealth Feeders	Observation and Hunting Blinds and Manufacture Wildlife Feeders
Rentamark.com	Scott Vestal d/b/a Scott Vestal's 5 String Banjos Acutab Publications, Inc.	Musical Instruments, Namely, Banjos
Rentamark.com	Jas. D. Easton, Inc. Corporation and its subsidiary Easton Sports, Inc.	Field Hockey Sticks and Protective Equipment for Use in the Sport of Lacrosse
Rentamark.com	Eric Cone	Mobile Disc Jockey Services
Rentamark.com	Penley Sports, LLC	Golf Club Shafts
S Industries, Inc.	Interactive Industries, Inc.	Mouse Pads for Computers
S Industries, Inc.	Lindy Little Joe, Inc.	Various fishing products

## SCHEDULE C – PROCEEDINGS

Opposition	Adverse Party	Mark
91092085	The Southern New England Telephone Corp Company	CENTRALINK 2100
91093601	George C. Kasboske	STEALTH
91108924	Sentry Chemical Company	SENTRY
91115719	Deck America, Inc.	DECK STAR
91117366	Stealth Laboratories, Llc	STEALTH LABORATORIES
91117894	Sutech U.S.A., Inc.	STEALTH
91118105	Unex Corporation	STEALTH
91118421	James J. Feuling	TERMINATOR
91118538	Spaceage Synthetics, Inc.	STEALTH BOARD
91118797	Fujitsu Personal Systems, Inc.	PENCENTRA
91118888	Freeman Manufacturing Co.	TRILLIUM
91119206	Tenryu America Inc	STEALTH
91119245	Troyal, Inc.	TERMINATOR
91119348	Syntra Ltd.	SYNTRA
91119802	Alza Corporation	CONCENTRA
91119975	Tiger Electronics, Ltd.	HAVOC
91120073	Novitron International, Inc.	SENTRA
91120170	The Email Channel Inc.	CENTRAQ
91120202	Nissan Jidosha Kabushiki Kaishya Db a Nis	SENTRA CA
91120339	Karen Ponce	STEALTH SHELF
91121420	York International Corporation	STEALTH
91121605	Sterling/Winters Company	LOVE YOUR BODY
91121795	American International Marketing	STEALTH
91124917	Marathon Equipment Company	STEALTH
91125566	Stealth Air Courier, Inc.	STEALTH AIR COURIER
91125818	Board Of The Regents, The University Of	STEALTH GERONTOLOGY
91150463	Menasha Corporation	STEALTH GOLD
91150624	Radiant Labs, LLC	STEALTH GUARD
91151836	Coffee Works, Inc.	DARK STAR
91152014	Reonegro, Antonio And Tom	HAVOC MEDIA

EXHIBIT

C

SCHEDULE C – PROCEEDINGS		
Opposition	Adverse Party	Mark
	Lynch	DESIGN
91152243	HEPA Corporation	STEALTH 100
91154372	Pentech International Inc.	STEALTH
91154472	Evox, Inc.	STEALTHWARE
91154585	Medtronic Sofamor Danek Inc.	STEALTHMERGE
91154617	Medtronic Sofamor Danek Inc.	STEALTHDRIVE
91155814	WFJM Enterprises, Inc.	STEALTHTEX
91156858	Dreamworks L.L.C. & Dreamworks Animation	REX HAVOC
91157012	Hyperstealth Biotechnology Corp.	HYPERSTEALTH
91157434	Purina Mills, Llc	STEALTH
91158263	Stealth, Ltd.	STEALTH LTD.
91158582	Market America, Inc.	STEALTH RADAR SHIELD
91159950	Premium Products, Inc.	GROUND ZERO STEALTH
91160234	Airframe Business Software, Inc.	AIRFRAME BUSINESS SOFTWARE, INC.
91160234	Airframe Business Software, Inc.	AIRFRAME BUSINESS SOFTWARE, INC.
91161513	Darkstar Design, Inc.	DARKSTAR DESIGN
91161552	Heiman, Donald F.	STEALTH-A-SCOPE
91161651	Roux Laboratories, Inc.	AIRFRAME
91161651	Roux Laboratories, Inc.	AIRFRAME
91161740	Silicon Defense, Inc.	COUNTERSTEALTH
91161831	Ratledge, Douglas W.	AIRFRAMEPOWERPLANT
91162195	Northern Telepresence Corporation	DARKSTAR
91162592	Stephens, Edwin K.	STEALTH ACQUISITIONS
91162928	Titan America Llc	CENTRA
91163156	Titan America Llc	CENTRA
91163722	Macronix Inc.	MX STEALTH
91164047	U-Haul International, Inc.	STEALTH
91164582	Pocckovic, Jovan	STEALTH VODKA
91165221	Marcus, Randy Lee	HYPNOSTEALTH

SCHEDULE C – PROCEEDINGS		
Opposition	Adversely Party	Mark
91166562	General Cigar Co., Inc.	STRADIVARIUS
91167086	Fairchild Semiconductor Corporation	STEALTHSHOE
91167152	International Surfacing, Inc.	
91167475	Digital Recorders, Inc.	
91167557	E-Merging Technologies Group	MANAGED STEALTHCARE
91167602	Sierra Corporate Design	STEALTHNEWS
91167658	Surgical Navigation Technologies, Inc.	STEALTHNAVIGATOR
91167706	Invitrogen Corporation	STELTH RNAI
91168673	Ebert, Kenneth R	AIRFRAME
91168888	Dreamworks Animation L.L.C.	REX HAVOC
91169270	Ceradyne, Inc.	STEALTH
91169382	Swedish Match Lighters B.V.	FIREPOWER
91169502	Loveland Products, Inc.	STEALTH
91169502	Loveland Products, Inc.	STEALTH
91170016	Midwest Motorcycle Supply Distributors C Orp.	FIRE POWER
91170256	Google Inc.	GOOGLE
91170274	Target Brands, Inc.	(Target design mark)
91170424	Cafe Belmondo, Llc	STRADIVARIUS BLEND
91170575	Summit Environmental Corporation Inc.	FIREPOWER
91170636	Indy Stealth Incorporated	INDY STEALTH
91170710	Stealth Dump Trucks, Inc.	STEALTH DUMP TRUCKS
91170819	Medtronic, Inc.	STEALTHLINK
91170820	John Edward Sweat	SENTRACARE
91170951	Two Guys Publications, Inc.	WHITE LINE FEVER
91170957	HEPA Corporation	STEALTH
91171222	Raysat Cyprus Ltd.	STEALTHRAY
91172150	Montoya, Matthew; Ahern, John; Liscano, Jose; Saldivar, Hector; Garcia, Adrian	CRY HAVOC
92024940	Intelligence Quotient International Limited	STEALTH TECHNOLOGY



SCHEDULE C – PROCEEDINGS		
Opposition	Adverse Party	Mark
92025162	Cardiotronics	STEALTH-TRODE
92030433	Skateboard World Industries, Inc. And Mr. Chet Thomas	DARKSTAR MASTER URETHANE
92030944	Nissan Jidosha Kabushiki Kaishya Db a Nissan Motor Co., Ltd.	SENTRA
92031211	Centra Software, Inc.	CENTRA
92042735	Daymen Photo Marketing, Ltd.	STEALTH
92043125	Burrows Golf, Inc.	TRILLIUM
92043666	Northern Telepresence Corporation	DARK STAR
92045336	Target Brands, Inc.	STEALTH
92045659	Riverside Manufacturing Company	AIR FRAME
92045671	Ponce, Karen	STEALTH SHELF
92045778	Google Inc.	GOOGLE

SCHEDULE C – COURT PROCEEDINGS
<i>Central Mfg. Co. v. Pure Fishing, Inc.</i> , No. 05 C 00725 (N.D. Ill.)
<i>Columbia Pictures Industries, Inc. v. Stoller</i> , No. 05 C 2052 (N.D. Ill.)
<i>Stealth Industries, Inc. v. George Brett</i> , No. 04 C 3049 (N.D. Ill.)
<i>Central Mfg. v. HEPA Corporation</i> , Appeal No. 2005-1566 (Fed. Cir.)

EXHIBIT 8

**Lance Johnson**

---

**From:** L Lee [ldms4@hotmail.com]  
**Sent:** Tuesday, August 21, 2007 12:48 AM  
**To:** Lance Johnson; 2020 abc; accuracy usatoday; Althea Welsh; bankruptcyfraud  
bankruptcyfraud; beltway Foxnews; bigstory Fox; criminal criminal; criminal justicedepartment;  
dave.sams@uspto.gov; david.sams@uspto.gov; editor NewYork Times; Editor StLouisPaper;  
Editor Tribune; Fox News; gdelama@tribune.com; Gerard Rogers; Janice Alwin; Laker  
Phillynews; La Times; Law Bulletin; Michael Zeller; myword Foxnews; national washpost;  
NightlyNBC News; niteline abc; Rick Fogel; Shea Phillynews; steve wolf; Tips Trib; today NBc;  
Trib; William Barrett; William Factor; William Neary; wnn abc  
**Cc:** harry.moatz@uspto.gov  
**Subject:** RE: Notice of filing Appeal Brief and Criminal Charge  
**Attachments:** Appeal Brief filed 8-20-07.pdf

Lance G. Johnson, Richard M. Fogel

This is to inform you that I have appealed the decision of Judge Schmetterer approving the sale of my assets to your 'sham' company. This is also to inform you that I have filed criminal charges against you, William Factor and Richard M. Fogel under 735 IIs 5/1-109 in relationship to your 'scheme' to defraud the bankruptcy court and the Patent and Trademark Office.

I have been informed that any transfer of my assets under these conditions by your or any member of your 'fraudulent' organization will lead to additional 'charges' be leveled against you. I have also informed the Patent and Trademark Office, Recordation department not to accept any assignments of the said marks. I have also informed the Delaware Corporate Division of your 'scheme' to defraud.

I have also filed attorney disciplinary complaints against you, Fogel with the OED, the DC Bar and ARDC regarding you 'scam'.

I reject your notice, you are not a new legitimate stock holder of any of my assets and I expect you to be criminally charged for your 'fraud'. Further there are third parties that are third parties that are asserting a majority interests in the marks and in the stock of the said corporations.

You had prior notice to Bidder that any the said third parties. If and when you attempt to transfer any assets to 'third' parties you can inform them that they will be sued.

You will be served notice of suits at the addresses that you have given.

Leo Stoller

---

Subject: Termination of positions  
Date: Mon, 20 Aug 2007 19:29:02 -0400  
From: ljohnson@Roylance.com  
To: ldms4@hotmail.com  
CC: rfogel@shawgussis.com

As the new stock holder for Central Mfg. Inc., Stealth Industries Inc., Sentra Industries Inc., S Industries Inc., and USA Sports Co. Inc. this is to inform you that you are hereby immediately discharged from any and all positions,

**SA 275**

8/23/2007

offices, and capacities in connection with each of these corporations.

Any specimens, documents, records, or other property that belongs to any of these corporations should be forwarded to the address below or delivered to Mr. Fogel, as trustee of your estate.

**Lance G. Johnson**  
**Society for the Prevention of Trademark Abuse LLC**  
**10560 Main Street, Suite 2020**  
**Fairfax, VA 22030**  
**Fax: 202-659-9344**  
**Tel: 202-445-2000**

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Explore the seven wonders of the world [Learn more!](#)

**SA 276**

8/23/2007

EXHIBIT 9

UNITED STATES DISTRICT COURT  
FOR NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

In Re:

LEO STOLLER

**FILED**  
UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS Debtor.

AUG 10 2007

KENNETH S. GARDNER, CLERK  
TEAM - C

) Chapter 7

) Hon. Jack B. Schmetterer

) Appeal from the U.S. Bankruptcy  
) Court for the Northern District,  
) Eastern Division  
) Case No. 05-B-64075

) Orders dated August 7, 2007  
) and August 8, 2007  
) Hon. Jack B. Schmetterer

NOTICE OF APPEAL

NOW COMES Leo Stoller and files its Notice of Appeal of the following orders dated August 7, 2007 and August 8, 2007, issued by the Honorable Jack B. Schmetterer.

- 1) Order from the bench on August 7, 2007 dismissing Stoller's cross-complaint and affirmative defenses in Adversary No. 07-007345;
- 2) Order from the bench on August 7, 2007 denying motion to re-open the auction to sell Stoller's assets;
- 3) Order dated August 7, 2007 denying Stoller's motion for leave to file Motion to Disqualify Bidder SPTA and Lance Johnson;
- 4) Order dated August 7, 2007 expunging Stoller's Motion to Disqualify filed on May 29, 2007;
- 5) Order dated August 7, 2007 dismissing Stoller's Memorandum in Support of SPTA's and Lance Johnson's Fraud on the Bankruptcy Court;
- 6) Order dated August 7, 2007 ordering the Clerk of the Court to accept no filings by Stoller in the Bankruptcy Court; and
- 7) Order dated August 8, 2007 approving sale of Debtor's assets.

This Court Has Jurisdiction Over Interlocutory Appeals and Final Orders

The general rule is that a court of appeals has jurisdiction over a bankruptcy appeal only if the bankruptcy court's original order and the district court's order reviewing the

Case 05-64075 Doc 570 Filed 08/10/07 Entered 08/13/07 15:04:43 Desc Main Document Page 2 of 16

bankruptcy court's original order are both final. 28 U.S.C. sec. 158(d); *In re Devlieg, Inc.*, 56 F.3d 32, 33 (7th Cir. 1995) (per curiam); *In re Morse Elec. Co.*, 805 F.2d 262, 264 (7th Cir. 1986); 16 Charles Alan Wright, Arthur R. Miller, & Edward H. Cooper, *Federal Rules and Procedure* sec. 3926.2, at 273 (2d ed. 1996). In the bankruptcy context, however, finality does not require a final order concluding the entire bankruptcy proceeding; certain orders entered prior to the conclusion of the bankruptcy proceeding will be deemed final. *In re Forty-Eight Insulations, Inc.*, 115F.3d 1294, 1298-99 (9th Cir. 1977); *In re Official Committee of Unsecured Creditors of White Farm Equip. Co.*, 943 F.2d 752, 754-755 (7th Cir. 1991). Where an order terminates a discrete dispute that, but for the bankruptcy, would be a stand-alone suit by or against the trustee, the order will be considered final and appealable. *In re Szekey*, 936 F.2d 897, 899-900 (7th Cir. 1991); [\*9] Wright, Miller & Cooper, *supra*, sec. 3926.2 at 272-73.

Judge Schmetterer's decisions qualify as stand-alone suits. These orders should be considered final and appealable.

This court has granted the Appellant leave to appeal *in forma pauperis*. See attached.



---

Leo Stoller, *pro se*  
7115 W. North Avenue  
Oak Park, Illinois 60302  
(312) 545-4554  
Email: ldms4@hotmail.com

Date: August 10, 2007



EXHIBIT 10

**UNITED STATES DISTRICT COURT  
FOR THE Northern District of Illinois – CM/ECF LIVE, Ver 3.0  
Eastern Division**

Leo Stoller

Plaintiff,

v.

Case No.: 1:07-cv-04692

Honorable William J. Hibbler

Defendant.

---

**NOTIFICATION OF DOCKET ENTRY**

This docket entry was made by the Clerk on Monday, October 1, 2007:

MINUTE entry before Judge William J. Hibbler: This case is dismissed without prejudice. All pending dates and motions are terminated. Civil case terminated. Mailed notice (jdh)

**ATTENTION:** This notice is being sent pursuant to Rule 77(d) of the Federal Rules of Civil Procedure or Rule 49(c) of the Federal Rules of Criminal Procedure. It was generated by CM/ECF, the automated docketing system used to maintain the civil and criminal dockets of this District. If a minute order or other document is enclosed, please refer to it for additional information.

For scheduled events, motion practices, recent opinions and other information, visit our web site at [www.ilnd.uscourts.gov](http://www.ilnd.uscourts.gov).

EXHIBIT 11

**United States District Court, Northern District of Illinois**

<b>Name of Assigned Judge or Magistrate Judge</b>	William J. Hibbler	<b>Sitting Judge if Other than Assigned Judge</b>	
<b>CASE NUMBER</b>	07 C 4692	<b>DATE</b>	4/24/2009
<b>CASE TITLE</b>	In Re: In Re: LEO STOLLER		

**DOCKET ENTRY TEXT**

Appellant's motion to reinstate [#4] is denied. Appellees presented valid objections to the motion and Appellant failed to respond in a timely manner. Appellant's motion for leave to file reply instanter [#20] is denied as untimely.

Docketing to mail notices.

<b>Courtroom Deputy Initials:</b>	JHC
---------------------------------------	-----

EXHIBIT 12

Order Form (01/2005)

Case 1:07-cv-04692 Document 31 Filed 05/08/2009 Page 1 of 1

## United States District Court, Northern District of Illinois

MHN

Name of Assigned Judge or Magistrate Judge	William J. Hibbler	Sitting Judge if Other than Assigned Judge	
CASE NUMBER	07 C 4692	DATE	5/8/09
CASE TITLE	In Re: LEO STOLLER		

## DOCKET ENTRY TEXT:

Appellant's motion for leave to appeal *in forma pauperis* [28] is denied. The Court hereby certifies that this appeal is not taken in good faith.

☐ [ For further details see text below.]

Docketing to mail notice.

## STATEMENT

The Court is convinced that appellant's appeal presents no substantial question for review and that an appeal will be futile. The Court has the duty, therefore, to certify that the appeal is not taken in good faith. *Davis v. U.S.*, 214 F.2d 594, 596 (7th Cir. 1954) (citing *Higgins v. Steele*, 195 F.2d 366, 369 (8th Cir. 1952)). "An appeal may not be taken in forma pauperis if the trial court certifies in writing that it is not taken in good faith." 28 U.S.C. § 1915(a)(3). Thus, the Court denies appellant's motion for leave to appeal *in forma pauperis*.

1:07-cv-04692

EXHIBIT 13



Case 1:07-cv-04692 Document 32 Filed 05/22/2009 Page 1 of 5

HHN  
**FILED**  
5-22-2009  
MAY 22 2009

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

MICHAEL W. DOBBINS  
CLERK, U.S. DISTRICT COURT


<b>In Re:</b>	)	<b>Case No: 07 C 4692</b>
	)	
<b>LEO STOLLER,</b>	)	<b>Hon. William J. Hibbler</b>
	)	
<b>Appellant.</b>	)	<b>Bankruptcy appeal from</b>
	)	<b>Case No. 05 B 64075</b>
	)	<b>Hon. Jack B. Schmetterer</b>

**NOTICE OF FILING**

TO: Richard M. Fogel  
Janice Alwin  
Shaw, Gussis, Fishman, Glantz, Wolfson & Tobin, LLC.  
321 N. Clark Street, Suite 800  
Chicago, Illinois 60610

**PLEASE TAKE NOTICE** that on the 22nd day of May, 2009, there was filed with the Clerk of the District Court for the Northern District of Illinois, Eastern Division, the attached 1) **Notice of Appeal**, 2) **Designation of Content of Record on Appeal**, and 3) **Docketing Statement**.

Service of this document is being made by depositing it in an envelope addressed to the person(s) above shown, with proper postage prepaid, and depositing the envelope in the U.S. Mail at Chicago, Illinois on May 22nd, 2009.

  
\_\_\_\_\_  
Leo Stoller, *pro se*  
7115 W. North Avenue #272  
Oak Park, Illinois 60302  
(312) 545-4554

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

**FILED**  
5-22-2009  
MAY 22 2009

MICHAEL W. DOBBINS  
CLERK, U.S. DISTRICT COURT

<b>In Re:</b>	)	<b>Case No: 07 C 4692</b>
	)	
<b>LEO STOLLER,</b>	)	<b>Hon. William J. Hibbler</b>
	)	
<b>Appellant.</b>	)	<b>Bankruptcy appeal from</b>
	)	<b>Case No. 05 B 64075</b>
	)	<b>Hon. Jack B. Schmetterer</b>

**NOTICE OF APPEAL**

NOW COMES Appellant, LEO STOLLER, and files a Notice of Appeal of the attached order entered by the Honorable William J. Hibbler on \_\_\_\_\_ 2009, in the above-captioned case.

  
\_\_\_\_\_  
Leo Stoller, *pro se*  
7115 W. North Avenue #272  
Oak Park, Illinois 60302  
(312) 545-4554

**UNITED STATES DISTRICT COURT  
FOR THE Northern District of Illinois – CM/ECF LIVE, Ver 3.2.2  
Eastern Division**

Leo Stoller

Plaintiff,

v.

Case No.: 1:07-cv-04692

Honorable William J. Hibbler

Defendant.

---

**NOTIFICATION OF DOCKET ENTRY**

This docket entry was made by the Clerk on Thursday, April 30, 2009:

MINUTE entry before the Honorable William J. Hibbler: Appellant's Motion for reconsideration and/or relief from judgment or order [25] is denied. Mailed notice (jdh)

**ATTENTION:** This notice is being sent pursuant to Rule 77(d) of the Federal Rules of Civil Procedure or Rule 49(c) of the Federal Rules of Criminal Procedure. It was generated by CM/ECF, the automated docketing system used to maintain the civil and criminal dockets of this District. If a minute order or other document is enclosed, please refer to it for additional information.

For scheduled events, motion practices, recent opinions and other information, visit our web site at [www.ilnd.uscourts.gov](http://www.ilnd.uscourts.gov).

Case 1:07-cv-04692 Document 32 Filed 05/22/2009 Page 4 of 5

Order Form (01/2005)

Case 1:07-cv-04692 Document 24 Filed 04/24/2009 Page 1 of 1

**United States District Court, Northern District of Illinois**

<b>Name of Assigned Judge or Magistrate Judge</b>	William J. Hibbler	<b>Sitting Judge if Other than Assigned Judge</b>	
<b>CASE NUMBER</b>	07 C 4692	<b>DATE</b>	4/24/2009
<b>CASE TITLE</b>	In Re: In Re: LEO STOLLER		

**DOCKET ENTRY TEXT**

Appellant's motion to reinstate [#4] is denied. Appellees presented valid objections to the motion and Appellant failed to respond in a timely manner. Appellant's motion for leave to file reply instanter [#20] is denied as untimely.

Docketing to mail notices.

<b>Courtroom Deputy Initials:</b>	JHC
---------------------------------------	-----

Order Form (01/2005)

## United States District Court, Northern District of Illinois

MHN

Name of Assigned Judge or Magistrate Judge	William J. Hibbler	Sitting Judge if Other than Assigned Judge	
CASE NUMBER	07 C 4692	DATE	5/8/09
CASE TITLE	In Re: LEO STOLLER		

**DOCKET ENTRY TEXT:**

Appellant's motion for leave to appeal *in forma pauperis* [28] is denied. The Court hereby certifies that this appeal is not taken in good faith.

■ [ For further details see text below.]

Docketing to mail notice.

**STATEMENT**

The Court is convinced that appellant's appeal presents no substantial question for review and that an appeal will be futile. The Court has the duty, therefore, to certify that the appeal is not taken in good faith. *Davis v. U.S.*, 214 F.2d 594, 596 (7th Cir. 1954) (citing *Higgins v. Steele*, 195 F.2d 366, 369 (8th Cir. 1952)). "An appeal may not be taken in forma pauperis if the trial court certifies in writing that it is not taken in good faith." 28 U.S.C. § 1915(a)(3). Thus, the Court denies appellant's motion for leave to appeal *in forma pauperis*.

EXHIBIT 14

## UNITED STATES COURT OF APPEALS FOR THE SEVENTH CIRCUIT

Everett McKinley Dirksen United States Courthouse  
Room 2722 - 219 S. Dearborn Street  
Chicago, Illinois 60604



Office of the Clerk  
Phone: (312) 435-5850  
www.ca7.uscourts.gov

## CIRCUIT RULE 3(b) NOTICE

May 28, 2009

No.: 09-2385	IN RE: LEO D. STOLLER, Debtor - Appellant
--------------	--

Originating Case Information:
District Court No: 1:07-cv-04692 Northern District of Illinois, Eastern Division Court Reporter Alexandra Roth Clerk/Agency Rep Michael W. Dobbins District Judge William J. Hibbler

Circuit Rule 3(b) empowers the clerk to dismiss an appeal if the docket fee is not paid within fourteen (14) days of the docketing of the appeal. This appeal was docketed on May 28, 2009. The District Court has indicated that as of May 28, 2009, the docket fee has not been paid. Depending on your situation, you should:

1. Pay the required \$450.00 docketing fee PLUS the \$5.00 notice of appeal filing fee to the District Court Clerk, if you have not already done so. The Court of Appeals cannot accept this fee. You should keep a copy of the receipt for your records.
2. File a motion to proceed on appeal in forma pauperis with the District Court, if you have not already done so. An original and three (3) copies of that motion, with proof of service on your opponent, is required. This motion must be supported by a sworn affidavit in the form prescribed by **Form 4** of the *Appendix of Forms to the Federal Rules of Appellate Procedure*



(as amended 12/01/98), listing the assets and income of the appellant(s).

3. If the motion to proceed on appeal in forma pauperis is denied by the district court, you must either pay the required \$450.00 docketing fee PLUS the \$5.00 notice of appeal filing fee to the District Court Clerk, within fourteen (14) days after service of notice of the action to the district court, or within thirty (30) days of that date, renew your motion to proceed on appeal in forma pauperis with this court.

If the motion is renewed in this court, it must comply with the terms of *Fed.R.App.P.* 24(a).

If one of the above stated actions is not taken, the appeal will be dismissed.

form name: c7\_DC\_Fee\_Notice\_Sent (form ID: 158)

EXHIBIT 15

APPEAL, SCHENKIER, TERMED

**United States District Court  
Northern District of Illinois - CM/ECF LIVE, Ver 3.2.3 (Chicago)  
CIVIL DOCKET FOR CASE #: 1:07-cv-04692**

in re; Leo Stoller  
Assigned to: Honorable William J. Hibbler  
Case in other court: 09-02385  
Cause: 28:0158 Notice of Appeal re Bankruptcy Matter (BAP)

Date Filed: 08/20/2007  
Date Terminated: 10/01/2007  
Jury Demand: None  
Nature of Suit: 422 Bankruptcy Appeal (801)  
Jurisdiction: Federal Question

**Plaintiff**

**Leo Stoller**

represented by **Leo Stoller**  
7115 West North Avenue  
Chicago, IL 60302  
(312) 545-4554  
PRO SE

**Service List**

represented by **Judge Schmetterer**  
United States Bankruptcy Court  
Chicago, IL 60604  
*ATTORNEY TO BE NOTICED*

**Kenneth S Gardner**  
Clerk  
US Bankruptcy Court  
219 South Dearborn Street  
Chicago, IL 60604  
312-435-5694  
*ATTORNEY TO BE NOTICED*

V.

**Trustee**

**Richard M Fogel**

represented by **Brian L. Shaw**  
Shaw Gussis Fishman Glantz Wolfson &  
Towbin LLC  
321 N. Clark St.  
Suite 800  
Chicago, IL 60654  
(312)541-0151  
Email: bshaw100@shawgussis.com  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Janice A Alwin**  
Barack Ferrazzano Kirschbaum & Nagelberg  
LLP  
200 West Madison St  
Suite 3900

Chicago , IL 60606  
312-629-7360  
Fax: 312-984-6150  
Email: janice.alwin@bfkn.com  
*ATTORNEY TO BE NOTICED*

**Patrick A Clisham**  
Shaw Guissis Fishman Glantz Wolfson  
321 North Clark Street  
Suite 800  
Chicago , IL 60610  
(312)275-0584  
Email: patrickclisham@hotmail.com  
*ATTORNEY TO BE NOTICED*

**Richard Allen Saldinger**  
Shaw Gussis Fishman Glantz Wolfson &  
Towbin LLC  
321 N. Clark St.  
Suite 800  
Chicago , IL 60654  
(312)541-0151  
Email: rsaldinger@shawgussis.com  
*ATTORNEY TO BE NOTICED*

**Trustee**

**William T Neary**

represented by **Stephen G. Wolfe**  
Dept. of Justice - U.S. Trustee  
227 West Monroe Street  
3350  
Chicago , IL 60606  
(312) 886-3320  
Email: steve.g.wolfe@usdoj.gov  
*ATTORNEY TO BE NOTICED*

Date Filed	#	Docket Text
08/20/2007	<u>1</u>	APPEAL from U.S. Bankruptcy Court case number 05BK64075 consisting of Transmittal letter, Designation, Statement of Issues, Notice of Appeal and Certified Docket sheet. (1 vols.). (Judge Schmetterer) (gcy, ) (Entered: 08/21/2007)
08/20/2007	<u>2</u>	CIVIL Cover Sheet. (gcy, ) (Entered: 08/22/2007)
10/01/2007	<u>3</u>	MINUTE entry before Judge William J. Hibbler: This case is dismissed without prejudice. All pending dates and motions are terminated. Civil case terminated. Mailed notice (jdh) (Entered: 10/01/2007)
11/14/2008	<u>4</u>	MOTION by Plaintiff Leo Stoller to reinstate; Notice (gcy, ) (Entered: 01/06/2009)
01/13/2009	<u>5</u>	MINUTE entry before the Honorable William J. Hibbler: Status hearing set for 1/29/2009 at 10:00 AM. Mailed notice (jdh) (Entered: 01/13/2009)
01/28/2009	<u>6</u>	MINUTE entry before the Honorable William J. Hibbler: On the Court's own motion, the time for the status hearing is reset to 11:30 AM on 1/29/2009. Mailed notice (jdh) (Entered: 01/28/2009)

01/29/2009	<u>7</u>	MINUTE entry before the Honorable William J. Hibbler: Status hearing held and continued to 4/23/09 at 10:00 a.m. Appellees to file 10 page objections to Stoller's motion to reinstate by 2/19/09. Stoller to file response by 3/19/09. Appellees to reply by 04/02/09. Ruling by mail. (gcy, ) (Entered: 01/30/2009)
02/18/2009	<u>8</u>	OBJECTIONS by William T Neary to MOTION by Plaintiff Leo Stoller to reopen case <u>4</u> (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C, # <u>4</u> Exhibit D, # <u>5</u> Exhibit E, # <u>6</u> Exhibit F, # <u>7</u> Exhibit G, # <u>8</u> Exhibit H)(Wolfe, Stephen) (Entered: 02/18/2009)
02/19/2009	<u>9</u>	RESPONSE by Richard M Fogelin Opposition to MOTION by Plaintiff Leo Stoller to reopen case <u>4</u> (Attachments: # <u>1</u> Exhibit A)(Alwin, Janice) (Entered: 02/19/2009)
02/19/2009	<u>10</u>	OBJECTIONS of <i>Pure Fishing, Inc. to Debtor's Motions to Reinstate Appeals</i> (Factor, William) (Entered: 02/19/2009)
02/20/2009	<u>11</u>	ATTORNEY Appearance for Trustee Richard M Fogel by Brian L. Shaw (Shaw, Brian) (Entered: 02/20/2009)
03/18/2009	<u>12</u>	MOTION by Plaintiff Leo Stoller for extension of time (gcy, ) (Entered: 03/19/2009)
03/18/2009	<u>13</u>	NOTICE of Motion by Leo Stoller for presentment of plaintiff's motion for extension of time <u>12</u> before Honorable William J. Hibbler on 3/23/2009 at 09:30 AM. (gcy, ) (Entered: 03/19/2009)
03/23/2009	<u>14</u>	MINUTE entry before the Honorable William J. Hibbler: Appellant Stoller's Motion for extension of time <u>12</u> is granted. Stoller's responses to Appellees objection to be filed by 4/9/2009. Appellees' replies due by 4/22/2009. Ruling by mail.Mailed notice (jdh) (Entered: 03/23/2009)
04/06/2009	<u>15</u>	MOTION by Plaintiff Leo Stoller to stay the Court's decision on the U.S. Trustee's objection to Debtor's motion to reinstate pending the Seventh Circuit decision on related appeal no. 08-4240. (gcy, ) (Entered: 04/06/2009)
04/06/2009	<u>16</u>	NOTICE of Motion by Leo Stoller for presentment of Leo Stoller's motion to stay <u>15</u> before Honorable William J. Hibbler on 4/13/2009 at 09:30 AM. (gcy, ) (Entered: 04/06/2009)
04/08/2009	<u>17</u>	MINUTE entry before the Honorable William J. Hibbler: Appellant's Motion to stay this Court's decision on the U.S. Trustee's objection to appellant's motion to reinstate pending the Seventh Circuit's ruling will have no effect on motions pending before this court. Mailed notices (gcy, ) (Entered: 04/09/2009)
04/10/2009	<u>18</u>	WITHDRAWING <i>William J. Factor</i> as counsel for Creditor Pure Fishing, Inc. and substituting Sara E. Lorber as counsel of record (Lorber, Sara) (Entered: 04/10/2009)
04/14/2009	<u>19</u>	MINUTE entry before the Honorable William J. Hibbler: William J. Factor is given leave to withdraw as counsel for Pure Fishing, Inc.Mailed notice (mjc, ) (Entered: 04/15/2009)
04/22/2009	<u>20</u>	MOTION by Plaintiff Leo Stoller for leave to file reply instanter. (gcy, ) (Entered: 04/23/2009)
04/22/2009	<u>21</u>	NOTICE of Motion by Leo Stoller for presentment of pro se motion for leave to file reply instanter <u>20</u> before Honorable William J. Hibbler on 4/27/2009 at 09:30 a.m. (gcy, ) (Entered: 04/23/2009)
04/22/2009	<u>22</u>	REPLY to United States Trustee's objection to appellant's motion to reinstate by Leo Stoller (gcy, ) (Entered: 04/23/2009)
04/23/2009	<u>23</u>	MINUTE entry before the Honorable William J. Hibbler: Status hearing held on 4/23/2009. Appellant does not appear. No notice (jdh) (Entered: 04/24/2009)
04/24/2009	<u>24</u>	MINUTE entry before the Honorable William J. Hibbler: Appellant's motion to reinstate [#4]

		is denied. Appellees presented valid objections to the motion and Appellant failed to respond in a timely manner. Appellant's for leave to file reply instanter [#20] is denied as untimely. Mailed notices (gcy, ) (Entered: 04/27/2009)
04/29/2009	<u>25</u>	MOTION by Plaintiff Leo Stoller for reconsideration and/or Rule 60, Relief from Judgment or order by Plaintiff Leo Stoller. (gcy, ) (Entered: 04/30/2009)
04/29/2009	<u>26</u>	NOTICE of Motion by Leo Stoller for presentment of Pro Se's motion for reconsideration, and/or Rule 60, Relief from Judgment or order <u>25</u> before Honorable William J. Hibbler on 5/4/2009 at 09:30 AM. (gcy, ) (Entered: 04/30/2009)
04/30/2009	<u>27</u>	MINUTE entry before the Honorable William J. Hibbler: Appellant's Motion for reconsideration and/or relief from judgment or order <u>25</u> is denied. Mailed notice (jdh) (Entered: 05/01/2009)
05/06/2009	<u>28</u>	MOTION by Plaintiff Leo Stoller for leave to appeal in forma pauperis. (Poor Quality Original - Paper Document on File). (gcy, ) (Entered: 05/07/2009)
05/06/2009	<u>29</u>	NOTICE of Motion by Leo Stoller for presentment of motion for leave to appeal in forma pauperis <u>28</u> before Honorable William J. Hibbler on 5/11/2009 at 09:30 AM. (gcy, ) (Entered: 05/07/2009)
05/08/2009	<u>30</u>	RESPONSE by Richard M Fogelin Opposition to MOTION by Plaintiff Leo Stoller for leave to appeal in forma pauperis <u>28</u> (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B)(Clisham, Patrick) (Entered: 05/08/2009)
05/08/2009	<u>31</u>	MINUTE entry before the Honorable William J. Hibbler: Appellant's Motion for leave to appeal in forma pauperis <u>28</u> is denied. The Court hereby certifies that this appeal is not taken in good faith. [For further details see text below]. Mailed notices (gcy, ) (Entered: 05/11/2009)
05/22/2009	<u>32</u>	NOTICE of appeal by Leo Stoller regarding orders <u>31</u> . (Fee Due) (gej, ) (Entered: 05/28/2009)
05/22/2009	<u>33</u>	DOCKETING Statement by Leo Stoller regarding notice of appeal <u>32</u> . (gej, ) (Entered: 05/28/2009)
05/22/2009	<u>34</u>	DESIGNATION of Content by Leo Stoller of record on appeal. (gej, ) (Entered: 05/28/2009)
05/28/2009	<u>35</u>	NOTICE of Appeal Due letter sent to counsel of record. (gej, ) (Entered: 05/28/2009)
05/28/2009	<u>36</u>	TRANSMITTED to the 7th Circuit the short record on notice of appeal <u>32</u> . Notified counsel (gej, ) (Entered: 05/28/2009)
05/29/2009	<u>37</u>	ACKNOWLEDGEMENT of receipt of short record on appeal regarding notice of appeal <u>32</u> ; USCA Case No. 09-2385.(rp, ) (Entered: 06/01/2009)
05/29/2009	<u>38</u>	CIRCUIT Rule 3(b) Notice.(rp, ) (Entered: 06/01/2009)
07/08/2009	<u>39</u>	NOTICE by Stephen G. Wolfe of Change of Address (Wolfe, Stephen) (Entered: 07/08/2009)

EXHIBIT 16



Leo D. Stoller      CONFIDENTIAL - Subject to the Protective Order      November 2, 2005  
Chicago, IL

Page 1

UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK TRIAL AND APPEAL BOARD

CENTRAL MANUFACTURING )

COMPANY, )

)

Opposer, )

)

vs. )      Opposition No. 91125818

)

BOARD OF THE REGENTS, )

THE UNIVERSITY OF )

TEXAS, )

)

Applicant. )

)

The deposition of LEO D. STOLLER, called for examination, taken pursuant to the provisions of the Code of Civil Procedure and the Rules of the Supreme Court of the State of Illinois pertaining to the taking of depositions for the purpose of discovery, taken before WENDY M. STRICKLER, C.S.R. NO. 084-003257, a Certified Shorthand Reporter of said state, at 225 West Washington Street, Chicago, Illinois, on the 2nd day of November, A.D., 2005, at 11:30 o'clock a.m.

Leo D. Stoller      CONFIDENTIAL - Subject to the Protective Order      November 2, 2005  
Chicago, IL

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1           A.    No, sir.

2           Q.    Are there files kept at 7622 West Belmont  
3 Avenue?

4           A.    Yes.

5           Q.    And what's in those files?

6           A.    What's in those files, thousands and thousands  
7 of documents.

8           Q.    Are there purchase orders?

9           A.    Yes, purchase orders, invoices.

10          Q.    Sales?

11          A.    Catalog sheets.

12          Q.    Sales receipts?

13          A.    Sales receipts. Right.

14          Q.    Tax records?

15          A.    All the records that involve the operation of  
16 the business are maintained there.

17          Q.    Payroll records would be there?

18          A.    All my records are there in that location.

19          Q.    You said at the present time Central has three  
20 part-time employees?

21          A.    Right.

22          Q.    Who are they?

23          A.    We have one. Her name is Angela.

24          Q.    What's her last name?

25          A.    I don't know her -- I mean, I have it on

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Chicago, IL

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1      record, but I don't know it offhand.

2            Q.      Who are the other -- excuse me. What does  
3      Angela do? What's her job?

4            A.      They are secretaries. What she does is she is  
5      engaged in clerical work in the office.

6            Q.      Would she be familiar with the documents kept  
7      by Central Manufacturing Company at 7622 West Belmont  
8      Avenue?

9            A.      No. I am the only one. I am the keeper of  
10     the records. Nobody else is familiar with the documents  
11     other than their specific job.

12           Q.      But in her specific job, would not Angela --

13           A.      She would be familiar with those documents  
14     that she works with.

15           Q.      Which documents does she work with?

16           A.      She is primarily responsible for sending out  
17     cease and desist letters.

18           Q.      Does she have any role in connection with  
19     things like purchase orders, invoices?

20           A.      No.

21           Q.      Sales receipts?

22           A.      No.

23           Q.      Tax records?

24           A.      No.

25           Q.      All right. In addition to Angela, you said

Leo D. Stoller      CONFIDENTIAL - Subject to the Protective Order      November 2, 2005  
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1      there are two others. Who are the other two?

2            A.    One is Evy is her name.

3            Q.    E-v-y?

4            A.    I don't know how to spell her last name, nor  
5      to pronounce it, but her first name is Evy. She is of  
6      Mexican or Puerto Rican descent. So I have no idea how  
7      to pronounce her name.

8            Q.    Phonetically or spelling, what's her last  
9      name?

10          A.    I don't want to speculate on that.

11          Q.    And what does Evy do?

12          A.    She does licensing, transactional  
13      responsibilities, drafting trademark licenses,  
14      royalties, reports.

15          Q.    Does she do these from scratch or does  
16      somebody dictate or give her forms to use?

17          A.    What are you talking about?

18          Q.    You said she does trademark licenses.

19          A.    We have basic templates.

20          Q.    Is Evy an attorney?

21          A.    No.

22          Q.    Does she actually prepare the document or does  
23      she just -- does she just type it?

24          A.    Just types it.

25          Q.    And the third person, who is that?

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1           A.     Her name is Tarn.

2           Q.     Excuse me?

3           A.     Tarn.

4           Q.     Tarn?

5           A.     T-a-r -- T-a-r-n, Tarn, T-a-r-n.

6           Q.     What is her job?

7           A.     She helps me with my primary responsibilities  
8 of litigating in this capacity at the Trademark Trial &  
9 Appeal Board. She does that type of work.

10          Q.     What's her last name?

11          A.     I don't know.

12          Q.     What has Tarn done in this case that we are  
13 here today on, if anything?

14          A.     I would dictate to her pleadings and filings.  
15 You know, in other words, she does the clerical. In  
16 this case or like the motion for summary judgment that  
17 we had, I would draft it or dictate it to her.

18          Q.     So she is also a secretary?

19          A.     Right. It takes a lot of secretaries to  
20 handle all this work.

21          Q.     So all three of these part-time employees are  
22 engaged in what I would refer to as the litigation or  
23 policing side of your business?

24          A.     Right. That's right.

25          Q.     Is that correct?

Leo D. Stoller      CONFIDENTIAL - Subject to the Protective Order      November 2, 2005  
Chicago, IL

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1           A.    That's correct, sir.

2           Q.    And you don't have any full-time or part-time  
3 employee who has any responsibility with respect to any  
4 other aspect of your business?

5           A.    That's correct.

6           Q.    Is there any other aspect to your business?

7           A.    We are primarily a trademark licensing company  
8 and enforcement company.

9           Q.    And when you say "we," you're talking about  
10 Central Manufacturing?

11          A.    That's correct.

12          Q.    Does Central Manufacturing actually  
13 manufacture anything?

14          A.    It did in the past.

15          Q.    When was the last time it manufactured  
16 something?

17          A.    In the '80s or -- in the '80s, early '90s.

18          Q.    What was the last thing it manufactured?

19          A.    Sporting goods products.

20          Q.    Specifically what?

21          A.    Tennis rackets.

22          Q.    Were those tennis rackets sold under a brand?

23          A.    Yes.

24          Q.    What was the brand?

25          A.    Stealth.

Leo D. Stoller CONFIDENTIAL - Subject to the Protective Order November 2, 2005  
Chicago, IL

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myself?

MR. PIRKEY: If it's about something we covered here.

MR. STOLLER: I will forego that.

*Leo Stoller*

Signature of the Witness

SUBSCRIBED AND SWORN to before me this 07TH

day of FEBRUARY, 2006.

CHICAGO, ILLINOIS, U.S.A.

JACK B. BRODNICKI

I, *Jack B. Brodnicki* certify this to be the true

signature of: LEO STOLLER

which was signed in my presence.

FEB 07 2006

NOTARY PUBLIC  
JACK B. BRODNICKI  
STATE OF ILLINOIS  
COMMISSION EXPIRES 2-14-2010

My Commission expires: FEBRUARY 14TH, 2010.



EXHIBIT 17



“litigation lacking in merit and approaching harassment”); *S Indus., Inc. v. Hobbico*, 940 F. Supp. 210, 211 (N.D. Ill. 1996) (Shadur, J.) (Stoller “appears to have entered into a new industry—that of instituting federal litigation”). Unlike a public corporation, which would be accountable to its shareholders, Stoller’s corporate entities appear impervious to Stoller’s repeated losses in federal courts in this district and beyond. A search of the court filing system discloses that Plaintiff and one or more of his corporate entities have been involved in at least 49 cases in this district alone.<sup>1</sup> Of these, at least 47 purport to involve trademark infringement. At least 13 of these cases have been reported in online legal databases such as LEXIS and Westlaw. No court has ever found infringement of any trademark allegedly held by Stoller or his related companies in any reported opinion. In fact, courts in this district have ordered Stoller or his corporate entities to pay defendants’ attorneys’ fees and costs in at least six reported cases. *S Indus., Inc. v. Ecolab Inc.*, 1999 WL 162785 (N.D. Ill. Mar. 16, 1999) (Gottschall, J.); *S Indus., Inc. v. Stone Age Equip., Inc.*, 12 F. Supp. 2d 796, 798-99, 819-20 (N.D. Ill. 1998) (Castillo, J.); *S Indus., Inc. v. Centra 2000, Inc.*, 1998 WL 157067 (N.D. Ill. Mar. 31, 1998) (Lindberg, J.), *aff’d* by 249 F.3d 625, 627-29 (7<sup>th</sup> Cir. 2001); *S Indus., Inc. v. Diamond Multimedia Sys., Inc.*, 991 F. Supp. 1012 (N.D. Ill. 1998) (Andersen, J.); *S Indus., Inc. v. Diamond Multimedia Sys., Inc.*, 17 F. Supp. 2d 775 (N.D. Ill. 1998) (Andersen, J.); *S Indus., Inc. v. Diamond Multimedia Sys., Inc.*, 1998 U.S. Dist. LEXIS 14470 (N.D. Ill. Sept. 10, 1998) (Andersen, J.); *S Indus., Inc. v. Kimberly-Clark Corp.*, 1996 U.S. Dist. LEXIS 9567, at \*3-\*4 (N.D. Ill. July 1, 1996) (Shadur, J.); *S Indus., Inc. v. Hobbico, Inc.*, 940 F. Supp. 210, 212 (N.D. Ill. 1996) (Shadur, J.). The present case bears all the hallmarks of a typical Leo Stoller trademark infringement suit.

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<sup>1</sup> See Appendix I at the end of this opinion.

Stoller's trademark infringement lawsuits typically arise in the following way. An entity markets a product that bears some version of the name "Stealth" or has a description pertaining to "stealth"-like qualities. Plaintiffs send what Stoller deems a cease-and-desist letter to the alleged infringer, along with an offer to "license" the "Stealth" mark. If the alleged infringer refuses to agree to Plaintiffs' license demands or to cease using "Stealth," then Plaintiffs bring a trademark infringement suit.

The sheer number of cases Plaintiffs have filed in this district raise serious questions about Plaintiffs' and Plaintiffs' counsel's good faith. In fact, several courts in this district have noted explicitly that Plaintiffs deal in meritless claims and bad faith litigation. *See, e.g., Stone Age Equip.*, 12 F. Supp. at 798.

#### **Defendants**

Plaintiffs' present dispute is with Brett Bros. Sports International, Inc. and George Brett (collectively "Brett Bros."). Brett Bros. is a Washington corporation with its principal place of business in Spokane, Washington. George Brett, a 1999 Baseball Hall of Fame inductee, has been president of the corporation since June 2001. Since 1997, Brett Bros.<sup>2</sup> has been manufacturing and selling baseballs, baseball bats, baseball gloves, and other baseball related

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<sup>2</sup> Brett Bros. was started in April 1997 as Tridiamond Sports, Inc., by Joe Sample and several other individuals. Tridiamond began manufacturing and selling three models of wooden baseball bats, the Mirador, the Stealth, and the Bomber. Tridiamond formed a relationship with former Major League baseball player and Baseball Hall of Fame inductee George Brett, and his brothers Ken, John, and Robert Brett, all of whom have played baseball professionally. The Brett brothers purchased a 50% interest in Tridiamond, after which the company changed its name to Brett Brothers Bat Company. Subsequently, in recognition of the fact that company had expanded to a full line of baseball-related products and had customers around the world, the company changed its name again, to Brett Brothers Sports International, Inc. George Brett is currently the president of Brett Bros., and Joe Sample and Robert Brett are the vice-presidents.

accessories throughout North America and overseas. Specifically, Brett Bros. manufactures and sells eight different models of wooden baseball bats that are used from Little League Baseball to Major League Baseball and at all levels in between. One of the Brett Bros. most popular bat models is the Stealth baseball bat. Both the Little League Baseball Association and the National Collegiate Athletic Association have recognized the Brett Bros.' Stealth bat as approved equipment. Brett Bros. currently sells its bats, including the Stealth model bat, through retail outlets and directly to consumers over the internet. Brett Bros. registered the domain name <http://www.brettbats.com> on May 14, 1999, and hosts a website at that domain to advertise and sell its baseball related products, including the Stealth bat. (Def.'s L.R. 56.1(a), Ex. D).

Brett Bros.' first documented sale of its Stealth bat occurred on July 13, 1999, when it sold twelve Stealth bats to Tim Nolan of Pro-Cut in Rockford, Illinois. (Def.'s L.R. 56.1(a), Ex. D; Ex. H). Since 1999, Brett Bros. asserts that it has sold over 25,000 Stealth bats to vendors, distributors, the NCAA, educational institutions, and private individuals through its website, and phone, fax, tradeshow, and third-party sales. (Def.'s L.R. 56.1(a), Ex. D).

### **Plaintiffs**

Plaintiff Central Manufacturing, Inc. (which also does business as Central Manufacturing Co.) is a Delaware corporation with its principal place of business in Chicago, Illinois. Plaintiff Stealth Industries, Inc. is also a Delaware corporation with its principal place of business in Chicago. Plaintiff Leo D. Stoller is the president and sole shareholder of both Central Manufacturing and Stealth Industries, in addition to several other corporate entities including S Industries, Inc., and Sentra Manufacturing. Central is also the owner of Rentamark.com, a service mark used as a licensing agency through which Plaintiffs enter licensing agreements with

third-party entities or corporations for use of their marks on a wide array of products. Plaintiffs assert that Central Manufacturing Company has become the registrant and/or assignee of “33 federally registered Stealth or Stealth formative marks.” (Pls.’ Summ. J. Br., at 2.) In their summary judgment brief, Plaintiffs contend that “Plaintiffs’ use of the mark STEALTH as a trade name, ‘house’ mark, and service mark began in 1981 and has continued until the present.” (Pls.’ Summ. J. Br., at 6.) In addition, they provide 51 alleged licensing or settlement agreements between one of Leo Stoller’s companies and a third-party for use of the word “Stealth” on products ranging from hand tools to make prosthetic limbs to construction consulting services to track lighting.

#### **Present Dispute**

In their Amended Complaint, Plaintiffs assert that they are “engaged in the business of marketing, promoting, licensing and selling in interstate commerce a broad range of goods....” (Am. Compl., ¶ 7). In addition, Plaintiffs allege that they have been using the word “Stealth” as a trade name and trademark to identify their products and businesses continuously since at least 1982. (Am. Compl. ¶ 8). On October 5, 2004, pursuant to Rule 34 of the Federal Rules of Civil Procedure, Brett Bros. issued document production requests to Plaintiffs, requiring them to produce “any and all documents showing the volume of sales for goods (including, but not limited to baseball bats, baseballs, or any other sports equipment) bearing Plaintiffs’ alleged mark ‘Stealth’.” Plaintiffs failed to respond. On January 4, 2005, this Court entered an order requiring Plaintiffs to comply with all outstanding discovery requests by January 25, 2005. Plaintiffs again failed to comply and did not produce any documents by the deadline. Plaintiff Leo Stoller appeared for his deposition on February 8, 2005, and stated that he possessed

invoices for baseball bats, but failed to produce any of those documents then or subsequently. Instead, he produced a softball and a piece of paper he alleged was an advertising flyer for a "Stealth baseball." (Stoller Dep., at 34-35). Stoller testified at his deposition that he has sold baseball bats to Montgomery Wards, Venture, Lucky Jemco, Zayre's, Ames, Service Merchandise, Best Products, Sports Mart, Brown's Sporting Goods, Walmart and Sears stores. Further, he stated that he has invoices for baseball bats from these alleged customers, but did not produce them at his deposition or at any other time. In addition, he alleged he has purchase orders from other customers for "Stealth" baseball bats; he has not produced those purchase orders either at any point in this litigation.

On February 11, 2005, Stoller provided Brett Bros.' counsel with documents he characterized as "sales records," purporting to show that Plaintiffs actually sold baseball bats bearing the mark Stealth. The documents included a "Stealth Brand Baseball Sales" document, consisting of a listing of yearly "sales" figures with no itemization or breakdown; a "Sales Quote Sheet" addressed to Best Products and dated January 15, 1988; a "Sales Quote Sheet" addressed to Venture Stores and dated February 11, 1991; a "Sales Quote Sheet" addressed to F.W. Woolworth and dated January 10, 1994; and a "Sales Quote Sheet" addressed to Montgomery Wards and dated December 3, 1997. These alleged records do not reflect any actual sales of any products, nor any orders for any products. In his deposition, Stoller testified that he "[didn't] know the exact quantity of sales to each [customer]" and that he didn't "know the dollar figure" of any sales. He could not remember when he allegedly sold bats, but testified that he sold approximately \$10,000 worth of bats, a figure "that comes from [his] memory." (Stoller Dep., at 197-99, 211-13).



On February 23, 2005, at a document inspection, Stoller produced a printout of a spreadsheet which he claimed showed sales some of Plaintiffs' Stealth-branded products between 1988 and 2003. Stoller contends that the spreadsheet does not reflect the sales of its alleged licensees' "Stealth" products during that time period. The sales spreadsheet shows that baseball bats were not included in the list of sporting goods bearing the mark "Stealth" and purportedly sold by Plaintiffs during the period from 1988 to 2003.

### **Plaintiffs' Trademark Registrations**

On August 29, 1984, Stoller, then doing business as Sentra Sporting Goods U.S.A. Co., filed Registration No. 1,332,378 ("the '378 Registration") with the United States Patent and Trademark Office (the "US PTO") for "Sporting goods, specifically, tennis rackets, golf clubs, tennis balls, basketballs, baseballs, soccer balls, golf balls, cross bows, tennis racket strings and shuttle cocks." The '378 Registration does not include baseball bats. On February 9, 2001, Plaintiff Central Manufacturing filed Registration No. 2,892,249 ("the '249 Registration") with the US PTO for "Baseball, softball, T-ball bats." The '249 Registration lists a first use date of the Stealth mark for baseball bats as January 3, 2001.

### **Alleged License Agreement With Easton**

In their Amended Complaint, Plaintiffs contend that they licensed the '378 Registration to Jas. D. Easton, a wholesaler of sporting equipment, including baseball-related equipment. Plaintiffs produced what they allege is a "Stealth Trademark License Agreement" ("the Easton Agreement"), entered into by RENTAMARK.COM, as the licensor, and Jas. D. Easton, as the licensee, on June 3, 2003. Stoller contends that RENTAMARK.COM is a service mark,

Registration No. 2,371,075, owned by Central Mfg. Co.<sup>3</sup> Neither RENTAMARK.COM nor Jas. D. Easton is a Plaintiff in this action. Furthermore, none of the named Plaintiffs in the instant case were included as parties to the Easton Agreement. Stoller, however, maintains that Central Mfg. Co., as the alleged owner of the service mark Rentamark.com, was a party to the Easton Agreement, but has failed to produce evidence that supports his characterization of the relationship between Central Mfg. and Rentamark.com.

Plaintiffs state that they learned of Defendants' allegedly infringing use of the Stealth mark on baseball bats in early 2004 and brought the instant suit. Presently before this Court are both Plaintiffs' and Defendants' motions for summary judgment.

## II. STANDARD OF REVIEW

Summary judgment is proper "if the pleadings, depositions, answers to interrogatories and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." FED.R.CIV.P. 56(c); *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242 (1986); *Lucas v. Chicago Transit Auth.*, 367 F.3d 714, 720 (7<sup>th</sup> Cir. 2004). A genuine issue of material fact exists for trial when, in viewing the record and all reasonable inference drawn from it in a light most favorable to the non-movant, a reasonable jury could return a verdict for the non-movant. *Anderson*, 477 U.S. at 248. The movant bears the burden of establishing that there is no genuine issue of material fact remaining in dispute. *Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986); *Hedberg v. Indiana Bell Tel. Co.*, 47 F.3d 928, 931 (7<sup>th</sup> Cir. 1995). If the movant meets this burden, the

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<sup>3</sup> Plaintiffs included a declaration by Leo Stoller in their responsive L.R. 56.1(b) materials, to which a copy of the Rentamark.com registration was allegedly attached. No such attachment was included with the materials filed before this Court.

non-movant then must set forth specific facts that demonstrate the existence of a genuine issue for trial. FED.R.CIV.P. 56(e); *Celotex*, 477 U.S. at 324. Rule 56(c) mandates the entry of summary judgment against a party “who fails to make a showing sufficient to establish the existence of an element essential to that party’s case, and in which that party will bear the burden of proof at trial.” *Celotex*, 477 U.S. at 322. A mere scintilla of evidence in support of the non-movant’s position is not sufficient to defeat a summary judgment motion. Rather, the non-movant must provide evidence that would enable a reasonable jury to find in favor of the non-movant. *Anderson*, 477 U.S. at 250.

On cross-motions for summary judgment, the traditional standards for summary judgment apply and each movant must individually satisfy the Rule 56 requirements. *Blum v. Fisher and Fisher, Attys at Law*, 961 F. Supp. 1218, 1222 (N.D. Ill. 1997). Thus the Court will consider the merits of each cross-motion separately and draw all reasonable inferences and resolve all factual uncertainties in favor of the non-movant.

Before analyzing any of the arguments, this Court must remind the parties that statements of fact are exactly what the name suggests: statements of *fact*, not argument. Throughout their Local Rule 56.1 filings of “fact,” both parties engage in extensive and highly improper legal argument. Although strongly tempted to strike all the pleadings and order the parties to submit filings that accord with the rules and the local rules of this District, this Court, in its discretion, will simply disregard all the inappropriate legal arguments raised in the statements of fact. *See Malec v. Sanford*, 191 F.R.D. 581 (N.D. Ill. 2000) (setting forth clearly and concisely the pleading requirements under Rule 56 and Local Rule 56.1).

### III. ANALYSIS

#### A. Defendants' Motion for Summary Judgment

Defendants move for summary judgment because they allege that Plaintiffs<sup>4</sup> cannot produce evidence to support their claim that they have senior user trademark rights in the world "Stealth" on baseballs or baseball bats. Even if Plaintiffs do have a trademark on "Stealth" for baseball goods, Defendants contend that Plaintiffs abandoned the mark with no intent to resume use or, if this Court does not find the mark abandoned, that there is no likelihood of confusion between Plaintiffs' usage and Defendants' products. Finally, Defendants seek cancellation of Plaintiffs' '249 Registration on the ground that Brett Bros. undisputedly had prior use of the mark "Stealth" for baseball bats.

##### 1. Federal Trademark Claims

In a trademark infringement action, "the plaintiff must demonstrate: (1) the validity of its trademark; and (2) the infringement of that mark." *Platinum Home Mortgage Corp. v. Platinum Fin'l Group, Inc.*, 149 F.3d 722, 726 (7<sup>th</sup> Cir. 1998).

##### a. Validity of Plaintiff's Trademark

A trademark registration "is admissible into evidence to establish registrant's rights on a prima facie basis but ... an opposing party may prove any legal or equitable defense ... which might have been asserted if the mark had not been registered." *Union Carbide Corp. v. Ever-Ready, Inc.*, 531 F.2d 366, 378 (7<sup>th</sup> Cir. 1976). Defendant Brett Bros. claims that Plaintiffs do

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<sup>4</sup> This Court notes that Plaintiffs provide only a conclusory statement of standing for each named Plaintiff. With respect to plaintiff Stealth Industries, Inc., standing is not clearly established. For the purposes of these summary judgment motions only, this Court will assume that the three plaintiffs have standing. This Court makes no finding as to standing at this time, however.

not own the mark “Stealth” for baseball goods because Plaintiffs cannot show actual use of the mark in connection with an established, presently existing, and ongoing business. *Zazú Designs v. L’Oréal, S.A.*, 979 F.2d 499, 503 (7<sup>th</sup> Cir. 1992) (“By insisting that firms use marks to obtain rights in them, the law prevents entrepreneurs from reserving brand names in order to make their rivals’ marketing more costly.”) Defendants point to Plaintiffs’ unsupported assertions or unauthenticated evidence of small amounts of sales, the lack of invoices or receipts that would evidence business transactions to demonstrate that Plaintiffs do not own “Stealth” for baseball bats or baseballs. *See S Indus., Inc. v. JL Audio, Inc.*, 29 F. Supp. 2d 878, 887 (N.D. Ill. 1998). Plaintiffs, by contrast, offer a copy of an Easton Sports catalog, which it contends demonstrates that its alleged licensee was active in the baseball market. In addition, Plaintiffs provide “Sales Quote Sheets” dating from 1988, 1991, 1994, and 1997. Finally, Plaintiffs provide a baseball and an alleged advertising flyer. The law, however, is clear that “mere advertising and documentary use of a notation apart from the goods do not constitute technical trademark use.” *Powermatics, Inc. v. Globe Roofing Prods. Co.*, 341 F.2d 127, 130 (C.C.P.A. 1965); *see also Avakoff v. S. Pac. Co.*, 765 F.2d 1097, 1098 (Fed. Cir. 1985). Other than testimonial evidence, Plaintiffs have failed entirely to provide admissible evidence that they offered “Stealth” baseball items in the market at any time. Plaintiffs produced a table of “Stealth Brand Baseball Sales” between 1996 and 2003, but could provide absolutely no information to justify the lump sum “sales” figures listed. There is no way for this Court to know that this alleged sales sheet bears any relation to reality and is not simply something Plaintiffs generated on a home computer for the purposes of this litigation. This spreadsheet is conclusory and, in any event, makes no attempt to itemize sales by product description or type. Without documentation to show to whom the alleged sales

were made or whether the goods involved were in fact “Stealth” brand, it is not valid evidence. The alleged “Sales Quote Sheets” Plaintiffs claim they provided to various corporations between 1988 and 1997 are likewise inadmissible. They purport to be a list of various Stealth products with corresponding prices. There is absolutely no evidence that these products ever existed except as lines on a piece of promotional paper or that any of these corporations ordered even one item from Plaintiffs. Moreover, these “Sales Quote Sheets” fail to rise above “mere advertising of a product” and are insufficient to establish continuous use. *Avakoff*, 765 F.2d at 1098. In short, Plaintiffs have failed completely to support their claim that they actually used the “Stealth” mark in connection with an established, presently existing, and ongoing business prior to Brett Bros. use of the word “Stealth” on baseball bats in 1999. This Court therefore finds that Plaintiffs do not own the mark “Stealth” for baseballs or baseball bats.

## **2. Trademark Abandonment**

Defendants allege that even if Plaintiffs once owned “Stealth” for use with baseball related goods, they abandoned the mark after two decades of non-use with no intent to resume use of the mark for any legitimate commercial purpose. Under the Lanham Act, a mark will be deemed abandoned when its use is discontinued with an intent not to resume use. 15 U.S.C. § 1127. When not explicitly stated, the intent not to resume use can be inferred from the circumstances of the case. Specifically, three consecutive years of nonuse serves as prima facie evidence of abandonment. 15 U.S.C. § 1127. The statutory language clarifies that “‘use’ of a mark means the bona fide use of such mark made in the ordinary course of trade, and not made merely to reserve a right in a mark.” *Id.* Under the Lanham Act, Plaintiffs would have to be able to show that they did not discontinue use of the mark for three or more consecutive years.

Plaintiffs fail utterly in this regard. In fact, Plaintiffs did not produce any invoices, purchase orders, cancelled checks, bank statements, or any other indicia of a commercial transaction involving the sale of even one “Stealth” baseball-related product.<sup>5</sup>

At his deposition, Plaintiff Leo D. Stoller testified that he had sold baseball bats to at least three retailers<sup>6</sup> and had purchase orders reflecting those sales. He could not remember the quantity of bats sold, the dollar amount of the sales, or when the sales occurred, but stated that he sold about \$10,000 worth of bats between 1989 and 2003. He did not produce the alleged purchase orders at any time in this litigation.<sup>7</sup> After his deposition, Stoller produced four “Sales Quote Sheets” which purport to show “quotes” for various “Stealth” products to Best, Venture, Woolworth, and Montgomery Ward for approximately \$900 each. But as previously noted, “quotes” do not suffice as evidence of sales or “bona fide use of [a] mark made in the ordinary course of trade.” 15 U.S.C. § 1127. Moreover, these quote sheets contradict Stoller’s deposition

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<sup>5</sup> Plaintiffs contend that Defendants’ failure to oppose Plaintiffs’ prior similar registrations of the word “Stealth” for other purposes—a practice of dubious validity in itself—means that Plaintiff should prevail even if Defendants establish abandonment. Plaintiffs attempt to base this argument on *Morehouse Manufacturing Corp. v. J. Strickland & Co.*, 407 F.2d 881 (C.C.P.A. 1969). The prior registration or *Morehouse* defense is inapplicable here, as Defendants note, because it is an equitable defense “to the effect that if the opposer can not be further injured because there already exists an injurious registration, [then] the opposer can not object to an additional registration that does not add to the injury.” *O-M Bread, Inc. v. U.S. Olympic Comm.*, 65 F.3d 933, 938 (Fed. Cir. 1995). Here, Plaintiffs do not seek to register a mark nor Defendants to oppose a registration. Instead, Defendants seek to demonstrate that Plaintiffs have abandoned.

<sup>6</sup> The retailers Stoller identified were Montgomery Wards, Venture, and Best Products, all of which have subsequently ceased operations.

<sup>7</sup> The failure to produce documents comes as little surprise. In his deposition testimony, Stoller recounted that when he has no set practice for handling purchase orders or invoices. Sometimes he generates them, sometimes he does not. Stoller also testified that he had no record maintenance policy. He stated that he maintained records in banker boxes in his office but did not know how many years’ worth of records he had. Stoller Dep. at 174-79.



testimony. The quoted amounts only amount to \$3,321.60 worth of bat sales, instead of the \$10,000 claimed in Stoller's deposition. Plaintiffs' quote sheets also reflect \$376.49 in baseball sales between 1988 and 2003, but the "baseball sales sheets" claim \$101,489 worth of "Stealth" baseball sales in the same time period. Finally, the "baseball sales sheet" makes absolutely no mention of baseball *bat* sales. In fact, given the near total dearth of documentary evidence supporting Plaintiffs' contentions of mark usage, it is far more reasonable to find that Plaintiffs' actions amount to, at best, an attempt "merely to reserve a right in the mark" for baseless, harassing litigation such as this. This Court finds that Plaintiffs abandoned the "Stealth" mark with respect to baseballs before Defendants began to use it on baseball bats in 1999.

### **3. Likelihood of Confusion**

Defendants assert that even if Plaintiffs own a "Stealth" mark for use with baseball bats, there is no likelihood of confusion between Defendants' products and Plaintiffs' products. Thus, Defendants contend that judgment should be entered in their favor.

#### **B. Plaintiffs' Motion for Summary Judgment**

##### **1. Trademark Infringement**

Plaintiffs assert that because they registered the '378 Registration<sup>8</sup> on April 23, 1985, and re-registered it on March 18, 1993, they have priority of use of the mark "Stealth" for sporting goods, including baseballs and baseball bats. Specifically, Plaintiffs contend they are the senior user of the mark for all baseball related products. Further, Plaintiffs claim that "nine of the 33 STEALTH trademarks [Stoller] owns cover sporting goods products that closely relate to

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<sup>8</sup> The '378 Registration encompasses "sporting goods, specifically, tennis rackets, golf clubs, tennis balls, basketballs, baseballs, soccer balls, golf balls, cross bows, tennis racket strings and shuttlecocks."

Defendants' use of STEALTH with baseball bats." (Pls.' Summ. J. br., at 7). Plaintiffs filed an application for a trademark on baseball bats on February 9, 2001, providing a date of first use of January 3, 2001. The US PTO granted that application as the '249 Registration, which Plaintiffs registered on October 12, 2004, well after Plaintiffs filed the instant case. The Lanham Act permits the registration of trademarks and the enforcement of registered marks. 15 U.S.C. § 1051 *et seq.* To show infringement, Plaintiffs must show that they (1) registered a trademark; (2) which Defendants used in commerce without Plaintiffs' consent; and (3) which created a likelihood of confusion as a result. *See S Indus., Inc. v. GMI Holdings, Inc.*, 1998 WL 67627, \* 3 (N.D. Ill. Jan. 30, 1998).

It is undisputed that Plaintiffs acquired a registration for the use of the word "Stealth" with respect to baseballs in 1985 through the '378 Registration. It is equally clear that Plaintiffs did not acquire a registration for the use of the word "Stealth" with respect to baseball *bats* until October 2004. In addition, Plaintiffs have registered the word "Stealth" for use with a virtual cornucopia of unrelated items, including microwave absorbing automobile paint, lawn sprinklers, window locks, automotive tires, comic books, leather wallets and handbags, hunters' scent camouflage, and orthodontic devices. (Pls.' Summ. J. Br., at 1; Ex. CL1.)

This Court cannot find that Defendants' use of the word "Stealth" with respect to baseball bats violates section 1114 of the Lanham Act. 15 U.S.C. § 1114. Defendants began selling bats through their website in 1999. Plaintiffs did not register the "Stealth" mark for use on baseball bats until October 2004, after more than four years had elapsed. Thus, Defendants' use of "Stealth" on its baseball bats in 1999 could not infringe Plaintiffs' mark under § 1114.

Plaintiffs contend that baseball bats are so “closely related” to baseballs that Defendants’ use of the word “Stealth” on bats infringes Plaintiffs’ mark for baseballs. “Modern trademark law prohibits use of a senior user’s mark not only on products that are in direct competition with those of the senior use but also on products that are considered ‘closely related’ to the senior user’s.” *Sands, Taylor & Wood Co. v. Quaker Oats Co.*, 978 F.2d 947, 958 (7<sup>th</sup> Cir. 1992), *cert. denied*, 507 U.S. 1042 (1993). A “closely related” product is one which could “reasonably be thought by the buying public” to come from the same source or an affiliated source with the owner of the trademark. *Id.* Plaintiffs assert that baseballs and baseball bats are closely related under this definition. The problem with Plaintiffs’ argument is that it assumes that they are the senior user for baseballs. This Court finds otherwise.

In addition, Plaintiffs have provided no evidence that the public believes that the Defendants’ products are manufactured by or otherwise affiliated with the Plaintiffs. The only evidence Plaintiffs offer is unsupported testimony by Leo D. Stoller, president of Central Manufacturing Co., that he has received queries from unidentified members of the public who thought Defendants’ baseball products were affiliated with Plaintiffs. As with previous Stoller lawsuits, Plaintiffs provide no documentary evidence to support these assertions or even to demonstrate that such queries took place. *See S Indus., Inc. v. GMI Holdings, Inc.*, No. 96 C 2232, 1998 WL 67627, at \* 4 (N.D. Ill. Jan. 30, 1998). Plaintiffs fail to produce any sworn testimony from consumers confused about the origin of Defendants’ baseball products. Defendants, by contrast, produced sworn statements from several people with longstanding involvement in the sport of baseball as coaches, former players, trainers, and baseball goods

representatives, all of whom state that they had never heard of Plaintiffs or Plaintiffs' alleged products. (Nolan Decl., Hostetler Decl., Brett Decl.; Rice Decl.)

Ownership of a trademark is not based solely on registration. Goods also must be used in commerce, meaning that the mark must be affixed to goods, containers, or documents associated with the good, and when the goods are sold or transported in commerce. 15 U.S.C. § 1127. None of Plaintiffs "evidence" establishes that any goods were actually sold or transported in commerce. In fact, it is unclear whether Plaintiffs make any products. It is not clear whether the baseball featured in Plaintiffs flyer is even for sale by Plaintiffs or whether any baseballs were ever sold.

## **2. False Designation of Origin and Unfair Competition**

Plaintiffs also allege that Defendants violated Section 1125(a) of the Lanham Act by using the "Stealth" mark in false designation of their origin. 15 U.S.C. § 1125(a). Section 1125(a) sweeps more broadly than § 1114, which applies only to registered marks. Under Section 1125(a), Plaintiffs who believe that another person's use of the same mark will cause a likelihood of confusion about the origin of the good may bring a civil action against that person. 15 U.S.C. § 1125(a)(1). To prevail, Plaintiffs must show that they have (1) prior ownership rights in the mark; and (2) that Defendants' use of the mark creates a likelihood of confusion, deception or mistake. *Dunn v. Gull*, 990 F.2d 348, 351 (7<sup>th</sup> Cir. 1993).

### **a. Ownership Rights**

A party acquires a protectable right in a trademark only through the use of that mark in connection with its product. *Zazú Designs v. L'Oréal S.A.*, 979 F.2d 499, 503 (7<sup>th</sup> Cir. 1992). The law insists "that firms use marks to obtain rights in them," thereby preventing "entrepreneurs" or

scam artists “from reserving brand names in order to make their rivals’ marketing more costly.” *Zazú Designs*, 979 F.2d at 503 (citing *Blue Bell, Inc. v. Farah Mfg. Co.*, 508 F.2d 1260, 1264-65 (5<sup>th</sup> Cir. 1975)). Plaintiffs supply a copy of the 2004/2005 Easton Sports catalog to show that they—or their licensee—used the mark in commerce. The only date on the catalog, however, is 2004-2005, which is *after* Defendants admit they began selling Stealth baseball bats. In addition, the Easton catalog is not admissible for multiple reasons, not the least of which are that there is no evidence showing that it was ever sent out to potential customers or that it ever resulted in the sales of even a single bat. Marketing and promotional materials alone are insufficient to constitute trademark use. *Powermatics, Inc.*, 341 F.2d at 130. Plaintiffs also provide an advertising flyer for a STEALTH baseball. This flyer likewise fails to support Plaintiffs’ contentions. The flyer provides information on how to contact Plaintiffs for licensing opportunities but does not list sales information like price. The flyer is dated 2003, well after Defendants began selling their products. Like the Easton catalog, the flyer completely lacks any indication about how many baseballs were sold or, indeed, if any were sold at all. Although registration, coupled with slight sales, establishes an exclusive right in the mark against junior users, *S Indus., Inc. v. Space Age Technologies*, 1999 WL 495484, at \*5 (N.D. Ill. June 30, 1999) (citing *Zazú Designs*, 979 F.2d at 503), Plaintiffs have provided absolutely no credible evidence of baseball product sales to establish their exclusive right in the Stealth mark for baseballs, much less for baseball bats. Thus, Plaintiffs cannot rely on their trademark registrations to establish ownership of the mark with respect to baseball related products.

At the common law, “use” means sales to members of the public of a product with the mark in question affixed or attached. *Zazú Designs*, 979 F.2d at 503. Plaintiffs provide a flyer

that purports to advertise a Stealth baseball. The flyer indicates how an interested customer could contact Plaintiffs to obtain additional information. There is nothing on the flyer to indicate how to obtain the product or where to see the entire product line (if any); rather the flyer tells consumers how they can learn about Stealth licensing opportunities if they use the contact information. Plaintiffs claim they began selling baseball related products “since at least as early as 1981.” (Pls.’ Summ. J. Br., at 1.) Yet Plaintiffs provide no documentary evidence of their use of the mark in commerce at any time. Instead, they provide a list of 33 alleged Stealth federal trademark registrations and an assertion that “Plaintiffs’ use of the mark STEALTH as a trade name, ‘house’ mark, and service mark began in 1981 and has continued until the present.” (Pls.’ Summ. J. Br., at 6.) In addition, they provide 51 alleged licensing or settlement agreements between one of Leo Stoller’s companies and a third-party for use of the word “Stealth” on products ranging from hand tools to make prosthetic limbs to construction consulting services to track lighting. Only one of these licensing agreements deals with baseball related products; it purports to be a licensing agreement between Rentamark.com and Jas. D. Easton, Inc. for use of “Stealth” on hockey sticks, hockey shafts, hockey blades, baseball bats, and softball bats, dated May 28, 2003. In support of their motion for summary judgment, Plaintiffs fail utterly to provide any evidence of sales of baseball bats or of any other product. Minimal marketing targeted at a small audience is insufficient to “link the [ ] mark with [the] product in the minds of consumers” or to put other producers on notice of the mark. *Id.* Plaintiffs’ flyer does not provide any information about what makes their baseball unique or why a consumer should associate it with Central Manufacturing Co. In fact, Central Manufacturing is not even mentioned on the flyer.

### 3. Likelihood of Confusion

To prevail on a claim of trademark infringement, Plaintiffs must demonstrate a likelihood, not merely a possibility of confusion. *August Storck K.G. v. Nabisco, Inc.*, 59 F.3d 616, 619 (7<sup>th</sup> Cir. 1995). The Seventh Circuit uses a seven-factor test for analyzing likelihood of confusion: (1) similarity between the marks; (2) similarity of the products; (3) the area and manner of concurrent use; (4) the degree of care likely to be exercised by consumers; (5) the strength of the plaintiff's mark; (6) actual confusion, if any; and (7) the defendant's intent to "palm-off" its product as originating from or being affiliated with plaintiff. *Rust Env't & Infrastructure, Inc. v. Teunissen*, 131 F.3d 1210, 1216 (7<sup>th</sup> Cir. 1997). No single factor is dispositive.

Plaintiffs urge this Court to grant summary judgment in their favor because the '378 Registration, which does not include baseball bats, is a "strong" mark and is sufficiently related to baseball bats to cause a likelihood of confusion. Defendants contend that Plaintiffs have produced no evidence of continuous and bona fide use of the "Stealth" mark prior to Defendants' use or any facts that support the likelihood of confusion argument. But the law does not go so far. "[A firm's] right to use [a mark] only extends as far as the goods noted in the registration." *S Indus., Inc. v. GMI, Inc.*, 1998 WL 67627, at \*3 (N.D. Ill. Jan. 30, 1998) (citing *Quill Nat'l Spring Water, Ltd. v. Quill Corp.*, 1994 WL 559237, at \*2 (N.D. Ill. Oct. 7, 1994)). Plaintiffs allege three different types of confusion: source confusion; sponsorship confusion; and reverse confusion.<sup>9</sup>

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<sup>9</sup> As in previous cases involving Stoller, the reverse confusion and sponsorship confusion claims appear as conclusory statements in Plaintiffs' pleadings and lack any support. They merit no discussion apart from the likelihood of confusion analysis relating to source confusion. *See S*



“Because a trademark is an identifier rather than a property ‘right,’ the use of a competitor’s mark that does not cause confusion as to source is permissible.” *Knaack Mfg Co. v. Rally Accessories, Inc.*, 955 F. Supp. 991, 999 (N.D. Ill. Mar. 3, 1997) (citing *Libman Co. v. Vining Indus., Inc.*, 69 F.3d 1360, 1362 (7<sup>th</sup> Cir. 1995)). Although likelihood of confusion is normally a question of fact, it is appropriate to dispose of it at the summary judgment stage if no reasonable fact finder could find in favor of Plaintiffs. *Door Sys., Inc. v. Pro-Line Door Sys., Inc.*, 83 F.3d 169, 173 (7<sup>th</sup> Cir. 1996); *see also S Indus., Inc. v. Stone Age Equip., Inc.*, 12 F. Supp. 2d 796, 813 (N.D. Ill. 1998).

**a. Similarity of Marks**

Similarity of marks is determined by looking at similarity in sound, appearance, meaning, and connotation between the name in question and the trademark. *Knaack Mfg. Co.*, 955 F. Supp. at 1000. Here, both parties undisputedly use the mark “Stealth.” Thus, sound similarity is met. With respect to appearance, Plaintiffs provided a specimen of a “Stealth” bat sold by their alleged licensee, Easton Sports; Defendants provided printouts from their website with photographs of their “Stealth” bats. Based on this evidence, the marks appear different in several ways. The Easton product features “Easton” in large capital block letters on one side of the bat and “Stealth” in large capital block letters on the other side. The words appear in white, with black and gray outlines creating a shadow or three-dimensional effect. The design conveys equally the words “Easton” and “Stealth.” By contrast, the Brett Bros. bat has “Brett” printed in large font on both sides of the bat; the “B” of “Brett” has three horizontal lines along its left side, just as the “B” in the company name on the website does. The word “Stealth” appears in

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*Indus., Inc.*, 12 F. Supp. 2d at 813 & n.28.

significantly smaller letters and a different font. The emphasis is on the word “Brett,” conveying that this is a Brett Bros. bat. In addition, George Brett’s signature appears directly beneath the name “Stealth,” furthering differentiating the mark from the Easton product. The marks also have different connotations. Brett Bros. sells not simply its baseball bats but also its association with George Brett, a Baseball Hall of Fame member. Easton, by contrast, simply uses the mark on a number of products like any one of several other model names, including baseball, t-ball, and softball bats, shoes, pads, mitts, and gloves. Brett Bros. uses it only on bats. These factors militate against finding likelihood of confusion. *See S Indus., Inc.*, 12 F. Supp. 2d at 814.

**b. Similarity of Products and Area and Manner of Concurrent Use**

Goods are related if consumers would use them in conjunction with each other. *Knaack*, 955 F. Supp. at 1000. The test for similarity of products asks “whether the products are the kind the public attributes to a single source.” *Id.* (citation omitted). Courts examine competitiveness and relatedness in making this determination.

Unlike most of Plaintiffs’ previous lawsuits, the products at issue in this case are competitive and related. As Plaintiffs note in their pleadings, baseballs and baseball bats are intimately related in the public mind. But closer examination reveals some key differences in the products. The Easton bat is a metal alloy, as are many of the Easton products. Defendants’ bat, however, is wood. Moreover, Defendants’ emphasize the fact that they make wood bats as a key factor in their success and a crucial element of their business strategy. Although the difference between a metal alloy bat and a wood bat might not be widely known to the general population, baseball players know the characteristics of each type. Furthermore, only wooden bats are used

in Major League Baseball. On balance, the similarity of products analysis favors Plaintiffs only slightly, if at all.

The Court must also consider the area and manner of concurrent use. If the products are sold in the same place and next to one another, or in the same department, then there may be a likelihood of confusion. *Packman v. Chicago Tribune Co.*, 267 F.3d 628, 646 (7<sup>th</sup> Cir. 2001). Defendants market their products directly to the consumer through their website; they also have a network of retailers in 48 states across the country who sell their products. Plaintiffs provided an excerpt from an Easton catalog, which contains no order form for direct purchase, but rather provides a list of "Easton Representatives" and their geographic sales areas. Plaintiffs produced no evidence of other sales avenues. The Defendants' website gives price information for their products; specifically, the Stealth bat retails for \$49 directly from Brett Bros. There is no information about the price of Plaintiffs' products before this Court. There is almost no likelihood that a customer purchasing a bat through the Brett Bros. website would think that he or she was purchasing a bat from Easton or from Plaintiffs. *Knaack Mfg Co.*, 955 F. Supp. at 1001 ("Knaack has failed to prove that even one of its distributors carried any Rally car covers.... The clear inference from this proof is that there is no overlap in distribution, which also minimizes any possibility of confusion."). Plaintiffs provide no evidence that any retailer sells both parties' goods. Further, neither party has encountered the other in promoting and marketing their products at trade shows or through specialty publications. The evidence suggests that the parties use different venues for their marketing and publicity: Defendants attend specialty baseball trade shows and have retail relationships with sporting good and baseball supply retailers, whereas Plaintiffs simply refer in conclusory fashion to "trade shows." In sum, the

evidence before this Court shows no overlapping distribution channels or evidence of direct competition between Plaintiffs and Defendants.

**c. Degree of Care Exercised by Consumers**

“[W]here consumers are sophisticated, deliberative buyers, confusion is less likely.” *Rust Env’t*, 131 F.3d at 1217. There are multiple baseball bats available to consumers. Defendants are well-known in the baseball equipment field. George Brett, as a member of the Baseball Hall of Fame, was a highly-accomplished baseball player. Other baseball players are likely to accord his product significant deference. Defendants’ “Stealth” bat has a suggested retail price of \$49, which is sufficiently costly that consumers will exercise care in making a purchase. *See Nike, Inc. v. Just Did It Enters.*, 6 F.3d 12225, 1230 (7<sup>th</sup> Cir. 1993). Plaintiffs fail to provide valid pricing information about their bats or about the price of the allegedly-licensed Easton bats.

**d. Strength of Plaintiffs’ Mark**

Plaintiffs contend that they have a “strong” mark and that this should support a finding of likelihood of confusion. Trademark “strength” measures the likelihood that a consumer will view a mark as identifying the source of that good. *Knaack Mfg.*, 955 F. Supp. at 1001. “Only strong marks are entitled to protection against infringement by non-competing goods.” *Telemed Corp. v. Tel-Med Inc.*, 588 F.2d 213, 219 (7<sup>th</sup> Cir. 1978). A strong mark has fame, uniqueness, and volume of usage that give it an edge in the marketplace. *Id.* Plaintiffs bear the burden of demonstrating the strength of their mark. *Knaack*, 955 F. Supp. at 1001. Plaintiffs contend that their mark is strong because it is arbitrary (as opposed to generic), available to be licensed on “virtually any product,” and protected by Plaintiffs’ “strong policing policy.” (Pls.’ Summ. J. Br., at 11.) Plaintiffs have used this argument in prior cases and courts have declined repeatedly

to find that Plaintiffs' mark is strong. *See, e.g., S Indus., Inc. v. JL Audio, Inc.*, 29 F. Supp. 2d 878 (N.D. Ill. 1998); *S Indus., Inc. v. GMI Holdings, Inc.*, No. 96 C 2232, 1998 WL 67627 (N.D. Ill. Jan. 30, 1998). In the absence of credible evidence showing the strength of Plaintiffs' mark, this Court also finds that the mark is weak.

**e. Actual Confusion**

Although proof of actual confusion is not required to demonstrate likelihood of confusion, "courts often view evidence of actual confusion as the best evidence of actual confusion." *JL Audio, Inc.*, 29 F. Supp. 2d at 893 (citing *Union Carbide Corp. v. Ever-Ready Inc.*, 531 F.2d 366, 383 (7<sup>th</sup> Cir. 1976). *But see Nike*, 6 F.3d at 1231 (stating that "it is certainly proper for the trial judge to infer from the absence of actual confusion that there was also no likelihood of confusion"). "Isolated instances" of actual confusion "have been held insufficient to sustain a finding of likelihood of confusion." *Union Carbide*, 531 F.2d at 383. Plaintiffs do not provide evidence of any instances of actual confusion. This Court concludes that the alleged concurrent use of the mark by the parties since at least 1999 without any incidents of actual confusion strongly weighs against finding any likelihood of confusion. *Stone Age Equip., Inc.*, 12 F. Supp. 2d at 818.

**f. Intent to "Palm-Off"**

The intent to "palm off" is defined as "trying to get sales from a competitor by making consumers think that they are dealing with that competitor, when actually they are buying from the passer off." *Stone Age Equip., Inc.*, 12 F. Supp. 2d at 819 (citation omitted); *see also Sands, Taylor & Wood Co. v. Quaker Oats Co.*, 978 F.2d 947, 959 (7<sup>th</sup> Cir. 1992). There is no evidence

that Defendants intended to “palm off” their baseball bats as those of Plaintiffs or their licensees. To suggest otherwise is patently frivolous.

The application of the seven factor test for the likelihood of confusion weighs overwhelmingly in Defendants’ favor. This is, therefore, a case in which “the evidence is so one-side that there can be no doubt about how the question should be answered.” *Door Sys.*, 83 F.3d at 171. Because all of Plaintiffs’ Lanham Act claims require a likelihood of confusion, this Court denies summary judgment to Plaintiffs. Summary judgment is granted to Defendants on all Lanham Act claims instead.

#### **C. Illinois Law Deceptive Trade Practices Claim**

Claims brought under the Illinois Uniform Deceptive Trade Practices Act, 815 ILCS 510/1 *et seq.*, are resolved in the same manner as Lanham Act claims. *D 56, Inc. v. Berry's Inc.*, 955 F. Supp. 908, 920 (N.D. Ill. 1997). To prevail, Plaintiffs would have to be able to show that they had a protectable mark and that Defendants’ use thereof was likely to cause confusion. *Thompson v. Spring-Green Lawn Care Corp.*, 466 N.E.2d 1004, 1010 (Ill. App. Ct. 1984). For the reasons stated above, this Court denies summary judgment to Plaintiffs on Count III and grants summary judgment to Defendants.

#### **D. Defendants Entitled to Attorneys’ Fees and Costs**

Under both the Lanham Act and the Illinois Consumer Fraud and Deceptive Business Practice Act, the court may award attorneys’ fees to “prevailing parties.” *See* 15 U.S.C. § 1117(a); 815 ILCS 505/10a(c); *see also Tri-G, Inc. v. Burke, Bosselman and Weaver*, 817 N.E.2d 1230, 1256-57 (Ill. 2004). Under the Lanham Act, the case must be “exceptional,” while Illinois courts and the Seventh Circuit have construed the Illinois Consumer Act to allow fees when

“special circumstances” exist. *See Door Sys., Inc. v. Pro-Line Door Sys.*, 126 F.3d 1028, 1030-32 (7<sup>th</sup> Cir. 1997). Under *Door Systems*, a prevailing defendant must show that plaintiff’s suit was “oppressive,” meaning that it had elements of abuse of process. *Id.* at 1031-32. As an example, the *Door Systems* court stated that “a suit can be oppressive because of lack of merit and cost of defending even though the plaintiff honestly though mistakenly believes that he has a good case and is not trying merely to extract a settlement based on the suit’s nuisance value.” *Id.* at 1032 (citations omitted). The standard is “malicious, fraudulent, deliberate or willful conduct.” *Id.* at 1031 (internal quotations and citations omitted). Here, Plaintiffs’ conduct clearly rises to the level of “oppressive.” Plaintiffs offered irrelevant, questionable, and seemingly fantastical documents; inconsistent, uncorroborated, or arguably false testimony from Leo Stoller; and a cascade of so-called license or settlement agreements for unrelated products and unrelated marks. In fact, Plaintiffs failed to produce evidence that Plaintiffs or any of their related companies made a single Stealth baseball bat at any time. Further, the enormous range in license fees listed in the alleged license agreements (from \$10 to \$25,000) strongly suggests what several courts in this district have suspected: that Plaintiffs engage in a pattern and practice of harassing legitimate actors for the purpose of extracting a settlement amount. The judicial system is not to be used as a aid in such deliberate, malicious, and fraudulent conduct.

In addition, Plaintiffs brought the instant suit before they acquired a federal trademark registration for baseball bats. In what can be at best described as artless and more likely as deliberately obfuscatory tactics, Plaintiffs repeatedly attempted to misdirect the court to federal marks or registrations not at issue in this case and so-called license agreements totally unrelated to Defendants’ products. Quantity of filings in cases before this Court rarely equate to quality; it



is far more common that the reverse is true. Leo Stoller and his companies present paradigmatic examples of litigants in the business of bringing oppressive litigation designed to extract settlement. As such, this Court awards Defendants' attorneys' fees and defense costs under both the Lanham Act and the Illinois Consumer Fraud and Deceptive Business Practices Act.

**E. Cancellation of Plaintiffs' '249 Trademark Registration**

Courts have the authority to order the cancellation of a trademark registration when warranted pursuant to Section 37 of the Lanham Act. 15 U.S.C. § 1119 ("In any action involving a registered mark the court may ... order the cancelation (*sic*) of registrations...."). The net effect of Section 37 is to give federal courts concurrent power with the U.S. PTO to conduct cancellation proceedings. 5 MCCARTHY ON TRADEMARKS & UNFAIR COMPETITION § 30:109 (4<sup>th</sup> ed. 2005) (collecting cases). The court may cancel a trademark in an action where the mark's validity is placed in issue. *See Dymo Indus., Inc. v. Tapeprinter, Inc.*, 326 F.2d 141 (9<sup>th</sup> Cir. 1964). Although parties are encouraged to act quickly to protect their valid rights, courts have permitted defendants in trademark infringement suits to seek cancellation despite their failure first to petition the U.S. PTO to cancel. *See, e.g., Informix Software, Inc. v. Oracle Corp.*, 927 F. Supp. 1283 (N.D. Cal. 1996).

Defendants argue that the '249 registration is ripe for cancellation because it is less than five years old, 15 U.S.C. § 1064(1), and because it "[c]onsists of or comprises a mark which so resembles ... a mark or trade name previously used in the United States by another and not abandoned, as to be likely, when used on or in connection with the goods of the applicant, to cause confusion, or to cause mistake, or to deceive." 15 U.S.C. § 1052(d). Here, it is undisputed that Brett Bros. has been using "Stealth" on its baseball bats for approximately six years, which

predates any claimed use by Stoller or his predecessor-in-interest by two years. In addition, the '249 Registration claims "baseball, softball, and t-ball bats," which are identical to the goods Brett Bros. manufactures and sells under the mark. Plaintiffs, predictably, disagree vehemently with Defendants. In support of their registration, Plaintiffs raise the *Morehouse* equitable defense and argue, in disjointed fashion, that Defendants acquiesced to the '249 Registration by not opposing it before the U.S. PTO. But this misstates the law. *See Informix*, 927 F. Supp. 1283. Defendants' failure to oppose Plaintiffs' application for registration of "Stealth" mark for baseball bats does not preclude Defendants' from petitioning for cancellation of the '249 Registration. *See Keebler Co. v. Rovira Biscuit Corp.*, 624 F.2d 366 (1<sup>st</sup> Cir. 1980). This Court finds that Defendants have demonstrated sufficient likelihood of confusion to justify cancelling the '249 Registration.

**Conclusion**

For the foregoing reasons, this Court DENIES Plaintiffs' motion for summary judgment in its entirety and GRANTS Defendants' motion for summary judgment. Defendants are ordered to submit a petition for attorneys' fees and a bill of costs by October 31, 2005. Defendants' request that this Court cancel Plaintiffs' Trademark Registration No. 2,892,249 is GRANTED. The Clerk shall certify this order to the Commissioner for entry upon the records of the United States Patent and Trademark Office. All other pending motions are moot and hereby terminated. This case is closed.

Enter:

/s/ David H. Coar

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David H. Coar  
United States District Judge

Dated: **September 30, 2005**

**Appendix I**  
**Northern District of Illinois Cases Involving Leo Stoller and the "Stealth" Mark**

<b>Case Number</b>	<b>Case Name</b>	<b>Subject Matter</b>
88-C-3722	Slazengers Ltd. v. Stoller et al.	Trademark Infringement
88-C-7215	Skierkewiecz, et al. v. Gonzalez, et al.	Non-Trademark Infringement
92-C-5622	Stoller v. Carbaugh et al.	Trademark Infringement
95-C-1634	Stealth Indus. Inc. v. Victor Stanzel Co., et al.	Trademark Infringement
95-C-2650	Stealth Indus. Inc. v. Grace Childrens Prods. et al.	Trademark Infringement
95-C-2651	Stealth Indus. Inc. v. Zebco Inc., et al.	Trademark Infringement
95-C-4509	Stealth Indus. Inc. v. All Amer. Prod. Inc., et al.	Trademark Infringement
95-C-5788	Stealth Indus. Inc. v. Oceanic USA	Trademark Infringement
96-C-1035	S Indus. Inc. v. Amer Soccer Co., Inc.	Trademark Infringement
96-C-1138	S Indus. Inc. v. Netti Export Corp., et al.	Trademark Infringement
96-C-1218	S Indus. Inc. v. Bard Wyers Sports, et al.	Trademark Infringement
96-C-1264	S Indus. Inc. v. HHA Sports, et al.	Trademark Infringement
96-C-1325	S Indus. Inc. v. ERO Indus. Inc., et al.	Trademark Infringement
96-C-1776	S Indus. Inc. v. Fit Bearings, et al.	Trademark Infringement
96-C-2037	S Indus. Inc. v. World of Weapons, et al.	Trademark Infringement
96-C-2038	S Indus. Inc. v. Pelican Pro Inc., et al.	Trademark Infringement
96-C-2166	S Indus. Inc. v. Wonderwand, et al.	Trademark Infringement
96-C-2231	S Indus. Inc. v. Lane, et al.	Trademark Infringement
96-C-2232	S Indus. Inc. v. GMI Prof. Access Syst., et al.	Trademark Infringement
96-C-3389	S Indus. Inc. v. Diamond Multimedia, et al.	Trademark Infringement
96-C-3524	S Indus. Inc. v. Centra 2000 Inc., et al.	Trademark Infringement

Case Number	Case Name	Subject Matter
96-C-3525	S Indus. Inc. v. NAAN Irrigation Syst., et al.	Trademark Infringement
96-C-3592	S Indus. Inc. v. Nat'l Baseball Hall of Fame	Trademark Infringement
96-C-3593	S Indus. Inc. v. Funline Mdse Co., Inc., et al.	Trademark Infringement
96-C-3916	S Indus. Inc. v. Kimberly-Clark Corp., et al.	Trademark Infringement
96-C-4140	S Indus. Inc. v. Ecolab Inc.	Trademark Infringement
96-C-4141	S Indus. Inc. v. Tru-Fit Mkg. Corp.	Trademark Infringement
96-C-4149	S Indus. Inc. v. Mitsubishi Int'l Inc., et al.	Trademark Infringement
96-C-4434	S Indus. Inc. v. Brodix Inc., et al.	Trademark Infringement
96-C-4659	S Indus. Inc. v. JL Audio Inc., et al.	Trademark Infringement
96-C-4951	S Indus. Inc. v. Stone Age Equip. Inc., et al.	Trademark Infringement
96-C-6047	S Indus. Inc. v. Tournament Grade, et al.	Trademark Infringement
96-C-6507	S Indus. Inc. v. Photostealth Fabric	Trademark Infringement
96-C-6509	S Indus. Inc. v. Hobbico Inc., et al.	Trademark Infringement
96-C-6538	S Indus. Inc. v. E-Force Sports, et al.	Trademark Infringement
97-C-1817	S Indus. Inc. v. Hobbico Inc., et al.	Trademark Infringement
97-C-2787	S Indus. Inc. v. Space-Age Tech, et al.	Trademark Infringement
97-C-3702	S Indus. Inc. v. Sunshine Golf	Trademark Infringement
97-C-3703	S Indus. Inc. v. Tour Advanced Int'l	Trademark Infringement
97-C-3704	S Indus. Inc. v. NGA Disc Golf	Trademark Infringement
97-C-3705	S Indus. Inc. v. S E Golf	Trademark Infringement
97-C-3706	S Indus. Inc. v. Proclub Golfing Co.	Trademark Infringement
97-C-3707	S Indus. Inc. v. M & M Golf Inc.	Trademark Infringement
99-C-1401	Hartford Ins. Co. v. Diamond Computer, et al.	Non-Trademark Infringement

00-C-6586	Stealth Indus. Inc. v. Stealth Sec. Syst., Inc., et al.	Trademark Infringement
<b>Case Number</b>	<b>Case Name</b>	<b>Subject Matter</b>
00-C-7867	Centra Software Inc. v. Stoller, et al.	Trademark Infringement
04-C-3049	Stealth Indus. Inc. v. George Brett & Brett Bros. Sports Int'l, Inc.	Trademark Infringement
05-C-725	Central Mfg. Co., et al. v. Pure Fishing, Inc., et al.	Trademark Infringement
05-C-2052	Columbia Pictures Indus., Inc. v. Stoller et al.	Trademark Infringement

**Total Number of Cases: 49**

EXHIBIT 18



**UNITED STATES DISTRICT COURT  
FOR THE Northern District of Illinois – CM/ECF LIVE, Ver 2.5  
Eastern Division**

Central Mfg. Co., et al.

Plaintiff,

v.

Case No.: 1:05-cv-00725

Honorable George W. Lindberg

Pure Fishing, Inc., et al.

Defendant.

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**NOTIFICATION OF DOCKET ENTRY**

This docket entry was made by the Clerk on Wednesday, November 16, 2005:

MINUTE entry before Judge George W. Lindberg : Plaintiff's case is dismissed with prejudice and a default judgment is entered against each of the counter-defendants Mailed notice(slb, )

**ATTENTION:** This notice is being sent pursuant to Rule 77(d) of the Federal Rules of Civil Procedure or Rule 49(c) of the Federal Rules of Criminal Procedure. It was generated by CM/ECF, the automated docketing system used to maintain the civil and criminal dockets of this District. If a minute order or other document is enclosed, please refer to it for additional information.

For scheduled events, motion practices, recent opinions and other information, visit our web site at [www.ilnd.uscourts.gov](http://www.ilnd.uscourts.gov).

## United States District Court, Northern District of Illinois

Name of Assigned Judge or Magistrate Judge	George W. Lindberg	Sitting Judge if Other than Assigned Judge	
CASE NUMBER	05 C 725	DATE	11/16/2005
CASE TITLE	Central Mfg. Co. vs. Pure Fishing, Inc., et al		

## DOCKET ENTRY TEXT:

Plaintiff's case is dismissed with prejudice and a default judgment is entered against each of the counter-defendants.

■ [ For further details see text below.]

Docketing to mail notices.

## STATEMENT

This case is a striking example of gross misconduct by counter-defendant and plaintiff's principle, Leo Stoller, and his counsel, Peter Woods. Their conduct constitutes a flagrant contempt for this Court and mandates the harsh sanctions of dismissal of this case with prejudice as to plaintiff and entry of default judgment as to each counter-defendant.

## I. Factual Background

Leo Stoller, a counter-defendant and purported sole shareholder of plaintiff Central Mfg. Co. and each of the counter-defendants, is a frequent litigant within this district.<sup>1</sup> Mr. Stoller, a non-lawyer, has earned a reputation for initiating spurious and vexatious federal litigation. *See e.g. Central Mfg. Co. et al. v. Brett*, 2005 WL 2445898 (N.D. Ill. Sept. 30, 2005) (Coar, J.) ("Stoller appears to be running an industry that produces often spurious, vexatious, and harassing federal litigation."); *S. Indus. Inc. v. Stone Age Equip., Inc.*, 12 F. Supp. 2d 796 (N.D. Ill. 1998) (Castillo, J.) (Stoller initiates "litigation lacking in merit and approaching harassment."); *S. Indus. Inc. v. Hobbico, Inc.*, 940 F. Supp. 210, 211 (N.D. Ill. 1996) (Shadur, J.) (Stoller "appears to have entered into a new industry – that of instituting federal litigation."). Additionally, Mr. Stoller or his entities have been ordered to pay their opponent's attorneys' fees in at least seven reported cases. *See e.g. Central Mfg. Co. et al. v. Brett*, 2005 WL 2445898 (N.D. Ill. Sept. 30, 2005) (Coar, J.); *S. Indus., Inc. v. Ecolab Inc.*, 1999 WL 162785 (N.D. Ill. Mar.16, 1999) (Gottschall, J.); *S. Indus., Inc. v. Stone Age Equip., Inc.*, 12 F. Supp. 2d 796, 798-99, 819-20 (N.D. Ill.1998) (Castillo, J.); *S. Indus., Inc. v. Centra 2000, Inc.*, 1998 WL 157067 (N.D. Ill. Mar.31, 1998) (Lindberg, J.), *aff'd by* 249 F.3d 625, 627-29 (7th Cir. 2001); *S. Indus., Inc. v. Diamond Multimedia Sys., Inc.*, 991 F.Supp. 1012 (N.D. Ill.1998) (Andersen, J.);

1. Since 1988, Leo Stoller, individually or through one of his many wholly-owned corporate entities, has been involved in at least 49 cases in the Northern District of Illinois.

## STATEMENT

*S Indus., Inc. v. Diamond Multimedia Sys., Inc.*, 17 F.Supp.2d 775 (N.D. Ill.1998) (Andersen, J.); *S Indus., Inc. v. Diamond Multimedia Sys., Inc.*, 1998 WL 641347 (N.D. Ill. Sept. 10, 1998) (Andersen, J.); *S Indus., Inc. v. Kimberly-Clark Corp.*, 1996 WL 388427 (N.D. Ill. July 9, 1996) (Shadur, J.); *S Indus., Inc. v. Hobbico, Inc.*, 940 F.Supp. 210, 212 (N.D.Ill.1996) (Shadur, J.).

In keeping with Mr. Stoller's reputation, his actions in the instant litigation have been vexatious and sanctionable. As background, a brief explanation of Mr. Stoller's "business" is necessary. For more than a decade, Mr. Stoller has been creating and operating various wholly-owned corporate entities including, *inter alia*, S. Industries, Inc., Central Manufacturing Co., Central Manufacturing Inc., Sentra Industries, Inc., Stealth Industries, Inc., and Rentamark.com. Mr. Stoller admits that he is the chief operating officer, president, and where applicable, sole shareholder for each of these corporate entities. Individually and through these wholly-owned entities, Mr. Stoller applies for and has obtained trademark registrations for hundreds of words and phrases including the term "Stealth," which is at issue in the instant case. As part of his "business," Mr. Stoller issues cease and desist letters to companies that market products bearing some version of the names and terms he has purportedly trademarked. In those letters, Mr. Stoller threatens to file an infringement action unless the targeted companies pay him a licensing fees for the use of the allegedly trademarked terms.

In the mid and late 1990s, Mr. Stoller initiated a number of infringement lawsuits on behalf of S. Industries, Inc., stating that he and/or S. Industries Inc. owned the exclusive rights to various trademarks, including ones for the term "Stealth." As discussed above, many of those suits were unsuccessful and resulted in the imposition of sanctions against S. Industries, Inc. and Mr. Stoller. Seemingly to avoid possible forfeiture of one or more of the trademark registrations to judgments creditors of S. Industries, Inc., Mr. Stoller purportedly transferred S. Industries Inc.'s rights in those marks to Central Mfg. Co.

Thereafter, Mr. Stoller began a new round of infringement lawsuits on behalf of Central Mfg. Co., the new alleged owner of exclusive title for various "Stealth" marks. *See e.g. Central Mfg. Co. et al. v. Brett*, 2005 WL 2445898 (N.D. Ill. Sept. 30, 2005) (Coar, J.). Mr. Stoller and Central Mfg. Co. initiated the instant trademark infringement action on February 4, 2005. Throughout the initial complaint, Central Mfg. Co. maintained that it was a Delaware Corporation. Mr. Stoller and Central Mfg. Co. also stated that they held the rights to the federal trademark registrations for the term "Stealth," which served as the sole basis for their complaint. Plaintiffs also included, as exhibits to the complaint, copies of trademark registration forms indicating that Central Mfg. Co. held sole title to the disputed "Stealth" trademarks.

Subsequently, Central Mfg. Co. and Mr. Stoller retained additional counsel who filed their appearances on May 19, 2005 and filed an amended complaint on May 24, 2005. Therein, Mr. Stoller removed himself as a named plaintiff and Central Mfg. Co. continued to maintain that it was a Delaware corporation and held sole title to the disputed "Stealth" trademarks. During that same week, Mr. Stoller and his additional attorneys filed a motion with Judge Hart stating that Central Mfg. Co. was a d/b/a of Central Mfg. Inc. *See Columbia Pictures Industries, Inc. v. Stoller et al.*, 05 C 2052. In response to the amended complaint, defendants filed a number of counterclaims, naming Mr. Stoller and various of his wholly-owned corporate entities as counter-defendants. Defendants also filed a motion to dismiss, challenging the legitimacy and corporate status of Central Mfg. Co. In response to defendant's motion to dismiss, Central Mfg. Co. admitted that, contrary to the statements in its initial and amended complaints, it was not a Delaware corporation. In fact, Central Mfg. Co. was not an independent corporate entity. Instead, for the first time in this litigation, Central Mfg. Co. stated that it was a d/b/a/ for Central Mfg. Inc., a Delaware corporation, that was not named in the instant lawsuit. On September 27, 2005, this Court dismissed plaintiff's amended complaint without prejudice.

Prior to a ruling on the motion to dismiss, plaintiff's additional counsel moved to withdraw as counsel for Central Mfg. Co., Mr. Stoller and a number of the corporate counter-defendants, stating that they were no longer being paid and that their continued representation of those parties would violate Illinois Rules of

## STATEMENT

Professional Conduct 3.1, 3.2 and 3.3(a)(1) and (a)(12).<sup>2</sup> Mr. Woods did not move to withdraw his appearance on behalf of Central Mfg. Co. The Court scheduled an October 12, 2005 hearing on the motion to withdraw. A few hours before the hearing, plaintiff's additional counsel filed a motion for leave to file a second amended complaint. In light of the allegations in plaintiff's additional counsel's motion to withdraw and because Mr. Woods had an appearance on file for Central Mfg. Co., the Court granted the motion to withdraw on October 12, 2005, and gave the corporate counter-defendants until November 2, 2005 to obtain new counsel. The Court reserved ruling on plaintiff's motion for leave to file a second amended complaint and ordered Mr. Woods to either certify that the allegations in the proposed second amended complaint complied with Federal Rule of Civil Procedure ("Rule") 11, or withdraw the proposed second amended complaint by October 21, 2005.

Thereafter, the Court began to uncover some of the egregious conduct of Mr. Stoller, individually and on behalf of his corporate entities, and Mr. Woods. The Court held a hearing on November 9, 2005. At the hearing, Mr. Woods admitted to the following conduct:

- (1) providing Mr. Stoller with oral authorization to sign his name to pleadings filed with the Court;
- (2) authorizing Mr. Stoller to sign his name to a motion to compel that lacked any evidentiary support and accused this Court of "being an integral part of [a scheme] to defraud the Federal Court and to defraud Leo Stoller out of his valuable trademarks," and accused defense counsel of "concocting [a] scheme in order to defraud the counter-defendants out of \$100,000 and 30 Federal Trademarks," "tortiously interfer[ing] with Leo Stoller's business banking relationship," and designing "a scheme to purchases a fee award merely for the purpose of asserting a non-meritorious counterclaim;"
- (3) authorizing Mr. Stoller to sign his name to the February 4, 2005 attorney appearance form on behalf of Central Mfg. Co. that failed to include his ARDC number;
- (4) authorizing Mr. Stoller to sign his name to the February 4, 2005 complaint that repeatedly stated that Central Mfg. Co. is a Delaware corporation, when reasonable inquires as required by Rule 11 would have disclosed that Central Mfg. Co. was not an independent legal entity;
- (5) authorizing Mr. Stoller to sign his name to an October 28, 2005 attorney appearance form that failed to include his ARDC number and purported to be on behalf of Central Mfg. Co., after all parties to the case had previously agreed that Central Mfg. Co. was not an independent legal entity;
- (6) authorizing Mr. Stoller to sign his name to an October 28, 2005 attorney appearance form on behalf of various corporate counter-defendants without verifying whether those counter-defendants were independent legal entities; and
- (7) authorizing Mr. Stoller to sign his name to a Rule 11 Certification, dated October 21, 2005, certifying that the proposed second amended complaint complied with Rule 11.

At the hearing, Mr. Woods also stated that the allegations and information in the above referenced filings came directly from Mr. Stoller. Mr. Stoller provided Mr. Woods with the information included in the above referenced motion to compel and erroneously represented that each of the counter-defendants listed on Mr. Woods' October 28, 2005 appearance form were independent legal entities. Additionally, although not

2. Rule 3.1 provides, in pertinent part, that "[a] lawyer shall not bring or defend a proceeding, or assert or controvert an issue therein, unless there is a basis for doing so that is not frivolous, which includes a good-faith argument for an extension, modification or reversal of existing law." Rule 3.2 provides that "[a] lawyer shall make reasonable efforts to expedite litigation consistent with the interests of the client." Rule 3.3(a)(1) provides that a lawyer shall not "make a statement of material fact or law to a tribunal which the later knows or reasonably should know is false." Rule 3.3(a)(12) provides that a lawyer shall not "fail to use reasonable efforts to restrain and prevent a client from doing those things that the lawyer ought not to do."



## STATEMENT

specifically confirmed on the record, it appears that Mr. Stoller may have drafted a number of the pleadings to which he affixed Mr. Woods' name. Furthermore, Mr. Stoller also filed baseless *pro se* motions in his capacity as a counter-defendant. Most notably, Mr. Stoller filed meritless motions to disqualify this Court and defense counsel. Despite repeated admonishments by this Court that he was not an attorney and could not represent his corporate entities, Mr. Stoller also filed a pleading on behalf of his corporate counter-defendants.

## II. Legal Analysis

### A. Conduct of the Corporate Counter-defendants

It is well settled that corporate entities cannot appear before the court *pro se*. See *Scandia Down Corp. v. Euroquilt, Inc.*, 772 F.2d 1423, 1427 (7th Cir.1985). On October 27, 2005, the Court ordered that any corporate counter-defendant that did not have an attorney appearance on file by November 2, 2005 would be defaulted. The next day, Mr. Woods authorized Mr. Stoller to sign his name to and file an attorney appearance on behalf of all of the corporate counter-defendant. That appearance form clearly violates Rule 11(a). Rule 11(a) requires that "[e]very pleading, written motion, and other paper shall be signed by at least one attorney." *Fed.R.Civ.P. 11* (emphasis added). In order to comply with Rule 11, Mr. Woods must personally sign each paper filed with the Court and cannot authorize Mr. Stoller to sign his name to pleadings submitted on behalf of the corporate counter-defendant. See *Dillard v. Washington*, 1996 WL 616664 (N.D. Ill. Oct. 21, 1996) (dismissing a complaint pursuant to Rule 11 because the plaintiff failed to personally sign it).

The appearance form also fails to comply with Rule 11(b). Mr. Woods admitted that he did not verify that each of the counter-defendants listed on the appearance form were independent legal entities. In fact, a number of those entities, most notable Central Mfg. Co., are not legal entities. Further, authorizing the filing on an attorney appearance form on behalf of non-existent corporate entities clearly prejudiced defendants by needlessly increasing the cost of discovery and hampering defendants' ability to identify the true parties in interest in Counterclaim IV. Therefore, because the attorney appearance form filed on behalf of the corporate counter-defendants violates Rule 11(a) and (b), it is stricken. Additionally, the corporate counter-defendants will not be allowed leave to file an additional attorney appearance form. Based on the admissions of Mr. Woods, he is not qualified to represent the corporate counter-defendants in this litigation, and the counter-defendants cannot represent themselves. Accordingly, default judgment is entered as to each of the corporate counter-defendants for failure to obtain competent representation, despite ample opportunity to do so.

### B. The Conduct of Mr. Woods and Mr. Stoller, Individually and on Behalf of Central Mfg. Co.

Next, the Court addresses the conduct of Mr. Woods and Mr. Stoller, individually and on behalf of Central Mfg. Co. The Court has the inherent authority to dismissed plaintiff's complaint with prejudice and enter a default judgment against Mr. Stoller to rectify abuses to the judicial process. *Dotson v. Bravo*, 321 F.3d 663, 667 (7th Cir. 2003). This power is governed by the necessary control a court must have over its docket and includes the imposition of the sanction of dismissal with prejudice. *Id.* As the Seventh Circuit has recognized, "there are species of misconduct that place too high a burden . . . for a court to allow a case to continue." *Barnhill v. United States*, 11 F.3d 1360, 1368 (7th Cir. 1993). Dismissal with prejudice is a harsh sanction, however "the most severe sanction in the spectrum of sanctions provided by statute or rule must be available . . . not merely to penalize those whose conduct may be deemed to warrant such a sanction, but to deter those who might be tempted to such conduct in the absence of such a deterrent." *Nat'l Hockey League v. Metro Hockey Club, Inc.*, 427 U.S. 639, 643 (1976). Additionally, the Court need not explore the appropriateness of a lesser sanction if the circumstances justify dismissal of the action with prejudice.

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*Dotson*, 321 F.3d at 667.

In deciding what measure of sanction to impose, this court must consider the “egregiousness of the conduct in question in relation to all aspects of the judicial process.” *Barnhill*, 11 F.3d at 1368. Further, “[m]isconduct may exhibit such flagrant contempt for the court and its processes that to allow the offending party to continue to invoke the judicial mechanism for its own benefit would raise concerns about the integrity and credibility of the civil justice system that transcend the interests of the parties immediately before the court.” *Dotson*, 321 F.3d at 668.

Since the inception of this case, Mr. Woods and Mr. Stoller, individually and on behalf of Central Mfg. Co, have repeatedly violated the Federal Rules of Evidence. For example, Mr. Woods stated that he did not personally sign the original attorney appearance or complaint filed on behalf of Central Mfg. Co. Rather, in violation of Rule 11, Mr. Woods authorized Mr. Stoller to sign his name to those documents, without provided any indication to the Court or opposing counsel that Mr. Woods had not personally signed them. Mr. Woods also did not personally sign the Rule 11 certification ordered by the Court, within the deadline for doing so.

Next, Mr. Woods and Central Mfg. Co., through Mr. Stoller, violated Rule 11(b) by maintaining that Central Mfg. Co. was a Delaware corporation. Contrary to the statements in Central Mfg. Co.’s initial and amended complaints, it is not an independent legal entity and is not incorporated under the laws of Delaware. Central Mfg. Co. filed an amended complaint with this Court on May 26, 2005 stating that it was a Delaware corporation, while almost simultaneously filing a motion before Judge Hart stating that Central Mfg. Co. was a d/b/a for Central Mfg. Inc. See *Columbia Pictures Industries, Inc. v. Stoller et al.*, 05 C 2052. Plaintiff, through Mr. Stoller, filed this case under a false name. Since the inception of this case, and unquestionably prior to filing the amended complaint, Mr. Stoller knew that he had not incorporated Central Mfg. Co. However, Mr. Stoller likely attempted to conceal this fact from the Court because the trademark registrations that are the basis for the infringement claims, state that Central Mfg. Co., not Central Mfg. Inc., owns sole title to the disputed marks. The conduct of Central Mfg. Co., through Mr. Stoller, is akin to the conduct in *Dotson*. 321 F.3d 663. In *Dotson*, the Seventh Circuit upheld the dismissal of a plaintiff’s case with prejudice as a sanction for filing suit under a false name. *Id.* at 668. Accordingly, Central Mfg. Co. and Mr. Stoller deserve the same sanction for filing suit on half of a false corporation.

Mr. Stoller and Mr. Woods have also displayed an appalling lack of regard for this court and a lack of respect for the judicial process. As stated above, Mr. Stoller likely engaged in the unauthorized practice of law by indiscriminately placing his signature and that of Mr. Woods on meritless and untrue pleadings. Specifically, Mr. Stoller accused this Court and opposing counsel of participated in a scheme to defraud the federal courts and others and of engaging in unprofessional and unethical conduct. To the contrary, Mr. Stoller and Mr. Woods are the only ones who have engaged in unprofessional and unethical conduct in this case. Additionally, despite more than ample time, Mr. Woods and Mr. Stoller failed to remedy inconsistencies between the proposed second amended complaint and Exhibit 2 attached thereto. Specifically, Mr. Woods and Mr. Stoller failed to reconcile the statements in the proposed second amended complaint that Central Mfg. Inc. owns title to the disputed marks, and the trademark registrations in Exhibit 2, which clearly state that title lies solely with Central Mfg. Co.

Mr. Stoller appears to believe that this Court exists to serve his selfish interests and to promote his questionable business, rather than to serve the interests of justice. Mr. Stoller is wrong and must be sanctioned in the only manner that will deprive him of the very process he has sought to manipulate and pervert. In light of the above mentioned egregious conduct and flagrant contempt of court, to allow Mr. Stoller and his wholly owned entities to continue to “invoke the judicial mechanism for [their] own benefit would raise concerns about the integrity and credibility of the civil justice system that transcend the interests of the parties immediately before the court.” *Dotson*, 321 F.3d at 668. Accordingly, under the Court’s inherent power, plaintiff’s case is dismissed with prejudice and a default judgment is entered against Mr.

**STATEMENT**

Stoller in his capacity as a counter-defendant.

**III. Conclusion**

For the foregoing reasons and pursuant to the Court's inherent power, plaintiff's case is dismissed with prejudice and a default judgment is entered against each of the counter-defendants. All other pending motions are moot. Any sanction motions pursuant to Rule 11 for conduct addressed in this order must be filed by November 30, 2005. It is so ordered.

EXHIBIT 19



AE

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

Central Mfg. Co., et al.

Plaintiff,

v.

Case No.: 1:05-CV-00725

Honorable George W. Lindberg

Pure Fishing, Inc., et al.

Defendant

**PROPOSED FINAL JUDGMENT**

Having considered Defs.' Motion to Lift Stay and Enter Final Judgment, the Court hereby enters this final judgment in accordance with Fed. R. Civ. P. 54, 55(b), and 58.

IT IS ORDERED that final judgment is hereby entered in favor of Defendants / Counter-Plaintiffs on counterclaims I-IV against Central Mfg. Co., Leo Stoller an individual doing business as Central Mfg. Co. doing business as S. Industries Inc. doing business as Terminator doing business as Stealth doing business as Rentamark doing business as Rentamark.Com doing business as Stealth Sports and Marine doing business as Association Network Management doing business as USA Sports Co. Inc. doing business as Stealth Industries, Inc. doing business as Central Mfg Inc. doing business as S Industries doing business as Sentra Industries Inc.

IT IS FURTHER ORDERED that this case is "exceptional" under 15 U.S.C. § 1117(a). Counter-Defendants are jointly and severally responsible, and shall pay the Defendants'/Counter-Plaintiffs' costs, charges and disbursements, including a reasonable attorneys' fees, incurred in this action. Defendants / Counter-Plaintiffs shall file the information required by Fed. R. Civ. P. 54(d)(2) in support of its fee award within fourteen (14) days after the date of this Order. Defendants / Counter-Plaintiffs shall file a bill of costs and disbursements on the form provided by the clerk pursuant to Fed. R. Civ. P. 54(d), no later than ten (10) days after the date of this Order.

IT IS FURTHER ORDERED that US Trademark Registration No. 1,766,806 and the STEALTH mark for fishing bobbbers are lapsed, invalid, abandoned, unenforceable, and forfeit under federal and common laws.

IT IS FURTHER ORDERED that US Trademark Registration No. 1,766,806 and each of the "Stealth" trademark registrations listed in the Complaint are canceled.

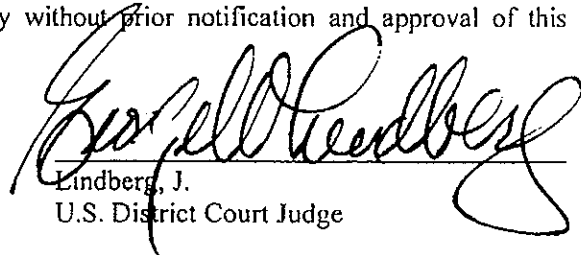
IT IS FURTHER ORDERED that there is no reasonable likelihood of confusion between Plaintiff's STEALTH marks and the SPIDERWIRE STEALTH mark as used by Defendants.

IT IS FURTHER ORDERED that Counter-Defendants, whether or not registered with the State of Illinois, are vexatious litigants and are barred from instituting any lawsuit or trademark opposition without prior leave of this Court pursuant to this Court's authority under the All Writs Act 28 U.S. C. § 1651(a).

IT IS FURTHER ORDERED that Counter-Defendants are liable for the judgment in *S Industries, Inc. v. Centra 2000, Inc.*, 1998 U.S. Dist. LEXIS 10649, 1998 WL 395161 (N.D. Ill. 1998) so as to allow execution of that judgment against such trademark registrations, goodwill, and associated license assets, including US trademark registration nos. 1,332,378 and 1,766,806 and all other trademark registrations at a value of \$245 for each (sanctions of October 12, 2005 hearing) in partial satisfaction of that judgment.

IT IS FURTHER ORDERED that Counter-Defendants are enjoined from dissipating, transferring, assigning, liquidating, or otherwise removing the trademark assets of Plaintiffs and Counter-Defendants to another person or entity without prior notification and approval of this Court.

10/4/06  
Dated:

  
Lindberg, J.  
U.S. District Court Judge

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

Central Mfg. Co., *et al.*

Plaintiff,

v.

Case No.: 1:05-CV-00725

Honorable George W. Lindberg

Pure Fishing, Inc., *et al.*

Defendant

**PROPOSED ORDER LIFTING STAY**

For the reasons expressed in Defs.' Motion to Lift Stay and Enter Final Judgment, the stay in this case is lifted.

*Oct 4 '06*

Dated:

*George W. Lindberg*  
Lindberg, J.  
U.S. District Court Judge

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

Central Mfg. Co., et al.

Plaintiff,

v.

Case No.: 1:05-CV-00725

Honorable George W. Lindberg

Pure Fishing, Inc., et al.

Defendant

~~PROPOSED~~ ORDER

GOOD CAUSE APPEARING, IT IS HEREBY ORDERED that this Court takes judicial notice of the documents attached as Exhibits 1-6 to Defendant's Third Motion for Judicial Notice.

Dated:

*Oct 4 2006*

*George W. Lindberg*  
Lindberg, J.

U.S. District Court Judge

EXHIBIT 20

UNITED STATES PATENT AND TRADEMARK OFFICE  
Trademark Trial and Appeal Board  
P.O. Box 1451  
Alexandria, VA 22313-1451

Baxley

Mailed: July 30, 2006

Opposition No. 91170256

Central Mfg. Co. (Inc.)

v.

Google Inc.

By the Trademark Trial and Appeal Board:

Involved application Serial No. 76314811 was published for opposition on November 1, 2005.

Opposer Central Mfg. Co. (Inc.) filed a request to extend time to oppose by ninety days on November 27, 2005, which the Board granted on November 28, 2005. By such extension, opposer was allowed until March 1, 2006 to file a notice of opposition. Opposer filed a notice of opposition on March 1, 2006, and the Board issued a notice instituting this proceeding on April 8, 2006.

In an order signed by the Chief Administrative Trademark Judge on July 14, 2006, all extensions of time filed during and since November 2005 by Leo Stoller and the entities controlled by him, including opposer, were vacated as a sanction. See attached Order.

Accordingly, the extension of time to oppose the involved application that the Board granted on November 28,

2005 is vacated, and the notice of opposition is thus untimely. Based on the foregoing, the above-captioned opposition is dismissed.<sup>1</sup>

Application Serial No. 76314811 will proceed to issuance of a registration certificate in due course.

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<sup>1</sup> All pending motions in this proceeding are moot.



**UNITED STATES PATENT AND TRADEMARK  
OFFICE**

Trademark Trial and Appeal Board  
P.O. Box 1451  
Alexandria, VA 22313-1451

July 14, 2006

Leo Stoller  
7115 W. North Avenue #272  
Oak Park, Illinois 60302

Dear Mr. Stoller:

By order dated March 28, 2006, you were informed that the United States Patent and Trademark Office (USPTO) was considering imposing sanctions against you under 37 C.F.R. §10.18(c),<sup>1</sup> and you were allowed thirty days in which to show cause why sanctions should not be imposed. On April 26, 2006, after an extension of time to respond was granted, you filed your response to the order to show cause.

**BACKGROUND**

**Summary of the March 28, 2006 show cause order**

The show cause order noted that you and entities you control filed more than 1100 requests for extension of time to file notices of opposition between November 2005 and March 2006. The order noted, further, that the sheer number of such filings by one person is unprecedented and raises serious questions about whether the filings were undertaken for an improper purpose in violation of 37 C.F.R. § 10.18(b)(2), such as for harassment or unnecessary delay of the targeted applications.

The show cause order made reference to the numerous sanctions imposed on you, over many years, in past TTAB proceedings as evidence of your pattern of misconduct and abuse of the TTAB's

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<sup>1</sup> The authority to impose sanctions under 37 C.F.R. §10.18(c) has been delegated to the Chief Administrative Trademark Judge from the General Counsel under authority delegated to him by the Under Secretary of Commerce and Director of the United States Patent and Trademark Office.

processes.<sup>2</sup> The show cause order alluded also to your conduct in Federal court proceedings that resulted in negative comment, chastisement, and the imposition of sanctions. In light of your well-documented history, it was concluded that you most likely had an improper purpose in filing such an extraordinary number of extensions of time to oppose.

You were instructed specifically that your response to the show cause order include, for each of the marks for which you requested an extension of time to file an opposition, evidence

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<sup>2</sup> In particular, the following cases were cited in the show cause order: *S. Indus. v. Lamb-Weston, Inc.*, 45 USPQ2d 1293 (TTAB 1997) (submission of fraudulent certificate of mailing and certificate of service); *S Indus. v. S&W Sign Co.*, Opp. No. 91102907 (Dec. 16, 1999) (fraudulent allegations of ongoing settlement negotiations; allegations of non-receipt of papers found not credible); *Central Mfg. Inc. v. Third Millennium Technology, Inc.*, 61 USPQ2d 1210 (TTAB 2001) (submission of false statements in order to secure extension of time to oppose); *S Indus., Inc. v. Casablanca Indus., Inc.*, Canc. No. 92024330 (Oct. 3, 2000) (dilatory tactics throughout proceeding); *Central Mfg., Inc. v. Flex-Coil Ltd.*, Opp. No. 91117069 (Feb. 19, 2002) ("opposer's representative has filed ... numerous papers [for] the sole purpose of harassing applicant, apparently until it capitulates"); *Bacu USA Safety, Inc. v. Central Mfg. Co.*, Canc. No. 92032631 (Jul 24, 2003) ("respondent has ... failed to show cause why sanctions should not be imposed on it for filing the groundless Rule 11 motion, [and] has ... compounded its wrong by filing a groundless motion for reconsideration"); *S Indus. v. JL Audio, Inc.*, Opp. No. 91110672 (May 13, 2003) (finding opposers' claim "without exception, completely devoid of merit"; opposers engaged in "a pattern of voluminous and piece-meal motion practice against which [they] were warned"); *Central Mfg. Co. V. Astec Indus., Inc.*, Opp. No. 91116821 (Sept. 3, 2003) (judgment entered against opposer for filing abusive Rule 11 motions); *Central Mfg. Co. V. Medtronic Sofamor Danek, Inc.*, Opp. Nos. 91154585, 91154617 (Feb. 19, 2004) (sanctions imposed for filing meritless motions for the purpose of harassment and delay); *Central Mfg. Co. v. Premium Prods. Co.*, Opp. No. 91159950 (Sep. 29, 2004) (sanctions granted for opposer's bad faith omission of date from metered mail); *Leo Stoller v. Northern Telepresence Corp.*, Opp. No. 91162195 (Feb. 11, 2005) (Board found that opposer had submitted untimely extensions of time to oppose notwithstanding use of certificates of mailing and declarations to the contrary; opposition dismissed); *Bacu USA Safety, Inc. v. S Indus., Inc.*, Opp. No. 91108769 (Aug. 14, 2002) ("applicant's pattern of behavior ... reveals a deliberate strategy of delay, evasion and harassment ..., implied threats to the Commissioner, and ... a direct violation of a Board order").

that supports a claim that you may be damaged by registration of the mark.

Finally, you were informed that the sanctions being considered included terminating or vacating any extension of time to oppose found to have been filed in violation of the applicable rules, restriction of your right to appear before the USPTO on your own behalf or as an officer, director, or partner of any entity you control, and/or restriction of your right to request extensions of time to oppose on behalf of yourself or any entity you control.

#### **Summary of Response**

Your four-page response, to which you attached many pages of exhibits, consists of quotations from the show cause order, citation to certain cases to which you were a party and in which no sanctions were imposed on you, coupled with a request that the USPTO not impose any sanctions based on your past practices before the TTAB and other tribunals, and general comments concerning your basis for filing the numerous requests for extensions of time to oppose, without mention of any particular request.

#### ***References to Other Proceedings***

In asking that the USPTO not sanction you for your past conduct in TTAB cases and the cases in other tribunals, you point out that the Executive Committee for the federal judicial district of the Northern District of Illinois issued you a citation on December 15, 2005, allowing you time to show cause why "reasonable and necessary restraints" should not be imposed upon you in view of your activities in the lawsuits brought by you or your wholly-owned companies, before the Court. The Executive Committee quoted Judge Coar in *Central Mfg. Co. v. Brett*,<sup>3</sup> 78 USPQ2d 1662, 1664 (N.D. Ill. 2005) as follows:

Indeed, as several judges (including this one) have previously noted, Stoller appears to be running an industry that produces often spurious, vexatious, and harassing federal litigation ... Plaintiff and one or more of his corporate entities have been involved in at least 49 cases

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<sup>3</sup> The Executive Committee referenced the case as: Case No. 04 C 3049, *Stealth Ind. Inc. v. George Brett & Brett*.

in this district alone. Of these, at least 47 purport to involve trademark infringement ... No court has ever found infringement in any trademark allegedly held by Stoller or his related companies in any reported opinion.

You also noted that, after filing your response, the Executive Committee ruled, without further explanation, as follows:

The Executive Committee of the Northern District of Illinois has considered your response to the citation issued to you on December 15, 2005. After discussion, the Committee will take no further action in this matter.

You then referred to an order in *Leo Stoller d/b/a Central Mfg. Co. v. WFJM Enterprises, Inc.*, Opposition No. 91155814 (TTAB May 5, 2004), in which the TTAB denied, as premature, a motion to impose sanctions on you.

Finally, in asking that the USPTO not sanction you for your past conduct, you refer to the "*S Industries v. Genie Door*"<sup>4</sup> case wherein the now Chief Judge of the Northern District of Illinois declined, eight years ago, to impose sanctions stating, in part, "the court, however, cannot base its decision to award fees on the plaintiff's conduct in other cases with other defendants."<sup>5</sup>

#### *Comments Regarding Current Extension Requests*

You assert that none of the extensions that you have filed on your own behalf or on behalf of entities you control was made for any improper purpose or for harassment or delay. The show cause order specifically required you to provide, for each of the marks for which you have requested an extension of time to oppose, evidence supporting a claim that you may be damaged by registration of the mark. In response, you assert that you have met the standard for filing an extension of time to oppose, because all such extension requests "are not based upon the potential opposer being damaged by a registration, but are based upon the potential opposer merely having an opportunity to

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<sup>4</sup> The copy of the order provided with your response did not include the caption of the case. It appears that the correct designation of the case is *S Industries, Inc. v. GMI Holdings, Inc.*, Case No. 96 C 2232 (N.D. Ill. 1998).

<sup>5</sup> While the Court did not award fees to defendant (GMI), the Court did award costs to defendant.

investigate the facts, obtain documentation, and to enable the potential opposer to consider its position with regard to potential opposition of an application." You did not provide information regarding any specific steps you have taken with regard to any application for which you have obtained an extension of time to conduct such an investigation.

With respect to the requirement that you support your claim of damage, you state that, through entities which you control, you "hold rights to over 100 Federal Trademark Registrations" and hold "Common Law rights to several thousand trademarks and slogans which can be found at [www.rentamark.com](http://www.rentamark.com)." You submitted, as exhibits, excerpts from the referenced website, including a "list of emarks" to which you claim rights. You state that, for each extension filed, you relied on common law rights to a trademark that was, in your opinion, confusingly similar to the applicant's mark.<sup>6</sup>

In requesting that you not be sanctioned, you ask that the USPTO merely give you "... some direction to keep Leo Stoller on a proper course...."

#### Activities Since Issuance of the Show Cause Order

Since the date of the show cause order, you have filed requests for extension of time to oppose against more than 400 additional applications, bringing the total since November 2005 to over 1800, as compared to only six you filed in the five-month period between June and October 2005. In particular, USPTO records show that during the past year you have filed requests for extension of time to oppose as follows:

June 2005	1
September 2005	3
October 2005	2
November 2005	47
December 2005	238

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<sup>6</sup> "For each of the extensions that Leo Stoller filed, Leo Stoller held Common Law rights to a trademark that was in Leo Stoller's opinion, confusingly similar to the *potential opposer's* mark." (Emphasis added.) It is assumed that your reference to "potential opposer's mark" was intended, rather, as a reference to the marks against which you filed the extension requests.

January 2006	188
February 2006	151
March 2006	717
April 2006	423
May 2006	63
Total	1,833

In your response to the show cause order, you stated that you had ceased filing extensions of time to oppose in those cases in which you would have relied on your alleged common law rights. It appears that you have done so.

Since the issuance of the order to show cause, you have contacted directly at least some of the applicants whose applications are the subjects of your requests to extend time to oppose. The TTAB has received informal complaints, formal requests for reconsideration of certain, specific extension requests, and at least one objection to the granting of any more extension requests. The nature of your contact, according to the applicant for application Serial No. 76616350, was "a large package of materials requesting money" in exchange for settlement.<sup>7</sup> Apart from their substantive content, your contact letters request that the receiving applicant consent to an additional 90-day extension of time to oppose, further informing the addressee that such consent will be assumed if you do not hear from the applicant by a date certain and that you will file a "stipulated" request for an additional 90-day extension.<sup>8</sup>

#### APPLICABLE RULES

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<sup>7</sup> Contacting your potential adversary is not *per se* prohibited conduct. Indeed, many potential opposers do so in order to explore the possibility of initiating good faith, bilateral settlement discussion. Inasmuch as the substance of your contact is being addressed separately in connection with the requests being filed by the applicants who have taken formal steps to seek redress, the USPTO will not discuss in detail the "large package of materials" and other features of the contact letter.

<sup>8</sup> Under TTAB rules, you would not be permitted an additional 90-day extension after receiving a first 90-day extension. "After receiving one or two extensions of time totaling ninety days, a person may file one final request for an extension of time for an additional sixty days....No further extensions of time to file an opposition will be granted under any circumstances." Trademark Rule 2.102(c)(3); 37 C.F.R. §2.102(c)(3).

Trademark Rule 2.102 provides, in relevant part, for the filing of requests to extend the time to oppose as follows:

(a) Any person who believes that ... it would be damaged by the registration of a mark on the Principal Register may file ... a written request ... to extend the time for filing an opposition. ... Electronic signatures pursuant to § 2.193(c)(1)(iii) are required for electronically filed extension requests.

(c) ... Requests to extend the time for filing an opposition must be filed as follows:

(1) A person may file a first request for either a thirty-day extension of time, which will be granted upon request, or a ninety-day extension of time, which will be granted only for good cause shown.

Trademark Rule 2.193(c)(2) provides in relevant part as follows:

The presentation to the Office (whether by signing, filing, submitting, or later advocating) of any document by a party, whether a practitioner or non-practitioner, constitutes a certification under § 10.18(b) of this chapter. Violations of § 10.18(b)(2) of this chapter by a party, whether a practitioner or non-practitioner, may result in the imposition of sanctions under § 10.18(c) of this chapter.

Patent and Trademark Office Rule 10.18 provides as follows:

(b) By presenting to the Office (whether by signing, filing, submitting, or later advocating) any paper, the party presenting such paper, whether a practitioner or non-practitioner, is certifying that-

(2) To the best of the party's knowledge, information and belief, formed after an inquiry reasonable under the circumstances, that- (i) The paper is not being presented for any improper purpose, such as to harass someone or to cause unnecessary delay or needless increase in the cost of prosecution before the Office; (ii) The claims and other legal contentions therein are warranted by existing law or by a nonfrivolous argument for the extension, modification, or reversal

of existing law or the establishment of new law; (iii) The allegations and other factual contentions have evidentiary support or, if specifically so identified, are likely to have evidentiary support after a reasonable opportunity for further investigation or discovery; and (iv) The denials of factual contentions are warranted on the evidence, or if specifically so identified, are reasonably based on a lack of information or belief.

(c) Violations of paragraph (b)(1) of this section by a practitioner or non-practitioner may jeopardize the validity of the application or document, or the validity or enforceability of any patent, trademark registration, or certificate resulting therefrom. Violations of any of paragraphs (b)(2)(i) through (iv) of this section are, after notice and reasonable opportunity to respond, subject to such sanctions as deemed appropriate by the Commissioner, or the Commissioner's designee, which may include, but are not limited to, any combination of-

- (1) Holding certain facts to have been established;
- (2) Returning papers;
- (3) Precluding a party from filing a paper, or presenting or contesting an issue;
- (4) Imposing a monetary sanction;
- ...
- (6) Terminating the proceedings in the Patent and Trademark Office.

#### DISCUSSION

Your assertion that you have met the standard for filing requests for extension of time to oppose and that you need not submit evidence supporting a claim that you may be damaged by registration of the marks in the subject applications amounts to a failure to respond meaningfully to the show cause order. While an unchallenged request for extension of time to oppose, when accompanied by a minimal statement of good cause, is rarely



denied,<sup>9</sup> your filing of more than 1100 requests for extension of time to oppose within the few months preceding the date of the show cause order suggested a serious violation of your responsibilities as a party before the USPTO. The show cause order thus required you to demonstrate more than what might have been required in the ordinary case to support a single request for extension of time. In particular, you were required to demonstrate that the extension requests were not filed for improper purposes but, instead, were based on cognizable rights you may have arising under the Trademark Act.

Addressing directly the issue of your belief that you will be damaged, you indicate that you own over 100 federal registrations for trademarks and that you have common law rights in several thousand trademarks and slogans, referring to your website and attaching pages from your website to your response. Your submissions do not substantiate your rights in any of the claimed marks, let alone support a colorable claim of damage. For example, you did not submit copies of the registration certificates of the registered trademarks you claim to own. Nor did you even clearly identify your registered trademarks and the goods and services for which they are registered.

In support of your claim of damage to your purported common law trademarks, you provided a listing of your claimed trademarks, running to almost 150 pages (50 terms listed on each page). The listing was derived from your website and includes nothing more than the listing of the marks themselves. You submitted no evidence of products or services bearing these alleged marks, no evidence that you have sold any products or services under these marks, and no evidence of your advertising of goods or services with these marks.

At your website, you offer to "RENT-A-FAMOUS slogan" and offer "Famous Trademarks for Rent On-Line." Your website states that you "control over 10,000 famous trademarks...." Nonetheless, the exhibits from your website do not demonstrate your offering for sale any goods or services, other than the "rental" of the marks themselves, nor do the website exhibits demonstrate the use of any of the asserted terms as trademarks. These excerpts from your website, rather than evidencing support of any purported claim for damage, reinforce the conclusion that you are holding up thousands of applications in an attempt to coerce applicants

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<sup>9</sup> But see, TBMP § 210, 211 (2d ed. rev. 2004) (regarding requests by applicants that the TTAB reconsider granted requests for extensions of time to oppose or deny subsequent requests).

to license, i.e., "rent," trademarks to which you have not demonstrated any proprietary right. Cf. *Central Mfg. Co. v. Brett*, 78 USPQ2d 1662, 1675 (N.D. Ill. 2005) ("Leo Stoller and his companies present paradigmatic examples of litigants in the business of bringing oppressive litigation designed to extract settlement.")

Finally, in requesting that the USPTO not sanction you for your past conduct, you reference in your response two court cases and a single TTAB case in which sanctions were not imposed on you. Although these other tribunals have for various reasons declined to impose sanctions, their decisions also contain findings supporting the conclusion that your recent activities in the TTAB are not isolated or anomalous, but rather reflect a pattern of harassing behavior. The rationales used by those other tribunals for declining to impose sanctions do not apply here, where the behavior is of such a systematic nature as to raise the potential cost of seeking a trademark for the public generally.

#### DETERMINATION

Your filing of an extraordinary number of requests for extension of time to oppose, particularly in light of your past behavior before the TTAB and the courts, constitutes a violation of your responsibilities under Patent and Trademark Rule 10.18(b). That rule provides that, by filing a paper (including the extension requests at issue here), you represent, among other things, that "[t]he paper is not being presented for any improper purpose, such as to harass someone or to cause unnecessary delay or needless increase in the cost of prosecution before the Office" and that "[t]he claims and other legal contentions therein are warranted by existing law or by a nonfrivolous argument for the extension, modification, or reversal of existing law or the establishment of new law." Patent and Trademark Rule 10.18(b)(2).

Extensions of time to oppose are granted *ex parte*, typically upon a minimal showing of good cause. Nonetheless, the requirements for an extension of time to oppose are clear: "Any person who believes that he, she or it would be damaged by the registration of a mark ... may file in the Office a written request ... to extend the time for filing an opposition." Trademark Rule 2.102(a) (emphasis added). Thus, while the potential opposer's showing

need not be extensive and the TTAB's examination of extension requests is usually cursory, Trademark Rule 2.102 and Patent and Trademark Rule 10.18 require that all requests for extension of time be based on a good faith belief that the potential opposer would be damaged by the potential registration.

The show cause order invited you to demonstrate that your filing of each of the extraordinary number of requests for extension of time to oppose was not improper. ("Any such showing should include evidence that supports a claim that you may be damaged by the registration of each of the marks for which an extension of time to oppose has been filed.") While extensions of time to investigate potential claims are common, the potential opposer must still hold some reasonable belief that it would be damaged by registration of the mark in question. Notwithstanding the opportunity offered to you to demonstrate such a belief, you have declined to make any such showing.

Any impropriety with respect to the letters you have sent to applicants against whose applications you have filed requests to extend time to oppose is not now under review. Nonetheless, the manner in which you request "consent" for prospective further requests to extend time to oppose, such consent being necessary under Trademark Rule 2.102(c)(3), is indicative of your motivation in filing the requests to extend time to oppose that are now under scrutiny. Specifically, your intimation that the individual applicant's consent is presumed if you do not receive an objection is in contradiction of your actual knowledge that any such consent must be explicit. See *Central Manufacturing, Inc. v. Third Millennium Technology, Inc.*, 61 USPQ2d 1210 (TTAB 2001) (misrepresenting that applicant has "agreed" to the third and fourth requests to extend time to oppose). Thus, your contact letters, providing misinformation as to the requirements for the final extension request permitted under Trademark Rule 2.102(c)(3), support the finding that the extension requests at issue here were filed for improper purposes, specifically "...to obtain additional time to harass applicant, to obtain unwarranted extensions of the opposition period, and to waste resources of applicant and the Board." *Id.* at 1216.

In view thereof, it is determined that you have not made a showing that you have a colorable claim of damage justifying the extension requests filed during the period in question and have failed to establish good cause for filing such requests. It is determined, further, that you filed the extension requests for improper purposes, namely, to harass the applicants to pay you to

avoid litigation or to license one of the marks in which you assert a baseless claim of rights. Your misuse of the TTAB's procedures dictates that the USPTO impose on you an appropriate sanction.

### **Sanctions Imposed**

In deciding what sanctions to impose, the USPTO considered the egregious nature and extent of your recent misconduct, including the impact of the misconduct on TTAB proceedings. You have been granted 90-day extensions of time to oppose more than 1800 applications. The effect has been to delay by at least three months the issuance of trademark registrations for each of those applications. In addition, the TTAB has had to divert significant resources to answering telephone inquiries from applicants or their representatives concerning your numerous filings. And the applicants against whom you have filed requests for extension of time to oppose have begun to submit formal objections that the TTAB must decide.

Also, the USPTO found it reasonable and proper to consider your recent misconduct in the context of your well-documented pattern of misconduct during many years of litigation before the TTAB and the courts as set out in the show cause order, which included the sampling of TTAB cases in which sanctions were imposed against you<sup>10</sup> and the case in the Northern District of Illinois.<sup>11</sup> Cf. C.

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<sup>10</sup> Indeed, irregularities with respect to your filing of requests to extend time to oppose have been considered previously. See, for example, *Stoller v. Northern Telepresence Corp.*, 152 Fed. Appx. 923, 2005 WL 2813750 (Fed. Cir. 2005), affirming the TTAB's decision denying as untimely your request(s). See also *Central Manufacturing, Inc. v. Third Millennium Technology, Inc.*, 61 USPQ2d 1210 (TTAB 2001), imposing a sanction, for a period of one year, which required the actual signature of the adverse party for any request to extend time to oppose filed by you in which it was alleged that such request was being sought on consent, or had been agreed to, or in which there was any allegation of any type of settlement discussion. This sanction was imposed because the TTAB found that the applicant had not "agreed" to the extension requests, that the parties were not engaged in bilateral settlement discussions, and that applicant had not invited opposer to proffer a settlement agreement, all determinations being contrary to your proffered reasons for seeking the extensions at issue therein. The TTAB further found that you "filed papers based on false statements and material misrepresentations and, moreover, ... engaged in a pattern of submitting such filings to this Board."

Wright & A. Miller, 5A Fed. Prac. & Pro. Civ.3d § 1336.1 (2006) (appropriate to consider prior behavior in other cases when exercising a court's inherent authority); Fed. R. Civ. P. 11, Advisory Committee's Note (1993) (same consideration appropriate under Rule 11). While the USPTO has considered findings made by other tribunals, the pattern of activities in the TTAB alone justify the sanctions imposed below.

The following sanctions are, therefore, hereby imposed:

**Grant of Extension Requests Vacated**

The approval of each request for extension of time to oppose that you have filed since November 2005 is hereby vacated.<sup>12</sup>

**Two-Year Prohibition On Filing Extension Requests**

You are hereby prohibited for a period of TWO YEARS from the date of this order from filing, on your own behalf or as an officer, director, or partner of any entity you control, any request for extension of time to oppose under Trademark Rule 2.102. This two-year prohibition applies whether or not you are represented by an attorney.

**Requirement Of Attorney Representation For Any Future Extension Requests**

You are PERMANENTLY prohibited from appearing before the USPTO on your own behalf or as an officer, director, or partner of any

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<sup>11</sup> In contrast to the two cited orders of the Northern District of Illinois in which the Executive Committee and the Court declined to impose sanctions, that court has chastised and sanctioned you numerous times. See, e.g., *S Industries, Inc. v. JL Audio, Inc.*, 29 F. Supp.2d 878 (N.D. Ill. 1998) ("This has not been a good year for Plaintiff in the Northern District of Illinois, but, then again, Plaintiff has not been a good litigant."), referencing several other cases before the Court that had been decided against you. See also *Central Mfg. Co. v. Pure Fishing, Inc.*, 2005 WL 3090998 (N.D. Ill. 2005) (and cases cited therein), in which the court imposed the sanction of dismissing plaintiff's claim and granting defendant's counterclaims to cancel registrations you own and for declaratory and injunctive relief. (The *Pure Fishing* case is suspended pending resolution of your petition in bankruptcy.)

<sup>12</sup> Extension requests granted more than 90 days ago have now expired. This sanction is, thus, moot with respect to such requests. But, if you have filed a notice of opposition against any of the involved marks, such notice of opposition is rendered untimely by this sanction, and any such opposition shall be dismissed.

entity you control for the purpose of filing any request to extend time to file a notice of opposition or any paper associated therewith. Any such future request must be filed by an attorney, who will be bound to act in accordance with USPTO Rule 10.18(b).

#### **Request For "Direction"**

Finally, you requested "direction" in how to proceed before the TTAB. As a frequent party to proceedings before the TTAB during the past ten years, you have been informed repeatedly about how the TTAB expects proceedings to be conducted. In the past, you have often ignored the direction given you by the TTAB, in the form of information or reprimand, or have found a way to side step such direction with improper or bad faith conduct.

The USPTO provides information to parties and the public electronically in a user-friendly format. The Trademark Act, the rules of practice in matters before the TTAB, The Trademark Trial and Appeal Board Manual of Procedure (2d ed. rev. 2004), and answers to frequently asked questions are all available for viewing and downloading at [www.uspto.gov](http://www.uspto.gov). While an individual may represent himself or herself (or a business in which he or she is an officer or partner) before the USPTO, see Patent and Trademark Rule 10.14(e), the TTAB "strongly recommend[s]" that a party be represented by an "attorney familiar with trademark law." TBMP §114.01 (2d ed. rev. 2004). Those who choose to represent themselves occasionally call the TTAB with questions and are provided procedural information. Overall, after being directed to the TBMP, they abide by the rules. Thus, there is no reason for the USPTO to conclude that the explanations provided in the TBMP are too complicated for *pro se* litigants, particularly for ones with an extensive history of practice before the TTAB.

Consequently, the TTAB's "direction" to you will remain the same that it has been for many years and the same as that given to other litigants representing themselves: engage an experienced trademark lawyer. Failing that, read and follow the applicable statute, rules, and cases and consult the TBMP for guidance.

#### **Potential for Imposition of Broader Sanctions**

The applicable rules permit broader sanctions. For instance, the USPTO considered whether to bar you permanently from filing

extension requests or to require that you be represented by an attorney with respect to any future Board matter, not just requests for extensions of time to oppose. At this time, the USPTO has restricted the sanctions imposed herein to those closely related to your recent misconduct and, it believes, the minimum necessary to prevent such misconduct in the future. Nonetheless, the question of broader sanctions will be revisited if you commit further improprieties in proceedings before the TTAB.

So ordered.

/signed/

J. David Sams  
Chief Administrative Trademark Judge  
Trademark Trial and Appeal Board  
United States Patent and Trademark Office

EXHIBIT 21



**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

CENTRAL MFG. CO. (INC.),  
(a Delaware Corporation)  
P.O. Box 35189  
Chicago, Illinois 60707-0189

Opposer,

GOOGLE, INC.  
(a Delaware corporation)  
1600 Amphitheatre Parkway  
Building 41  
Mountain View, CA 94043

Applicant.

Trademark: **GOOGLE**  
Application SN: 76-314,811  
Int. Class No: 28  
Filed: September 18, 2001  
Published: November 1, 2005

TTAB/FEE  
(IN TRIPLICATE)

03/09/2006 6THDMS2 00000028 76314811

01 FC:6402

300.00 OP

**NOTICE OF OPPOSITION**

1. In the matter of first use Application SN: 76-314,811, for the mark **GOOGLE**, in International Class 28 for **toys and sporting equipment, namely plastic exercise balls**, the Opposer states as follows:

2. The Opposer has standing and has filed a valid intent to use application for the mark **GOOGLE** in International Class 28 for **sporting goods**.

3. The Opposer sent correspondence to Google, Inc. on *November 29, 2005*. A true and correct copy is attached hereto.

4. The Opposer sent correspondence to Applicant's counsel, **Michael T. Zeller, Esq.** on *January 26, 2006* and *January 29, 2006*. Applicant's counsel responded to Opposer's correspondence on *January 26, 2006*, *January 27, 2006* and *February 17, 2006*. See true and correct copies attached hereto.

5. The trademark proposed for registration by the Applicant, namely **GOOGLE**, is applied to similar goods as those sold by Opposer and so nearly resemble the Opposer's mark

as to be likely to confuse therewith and mistake therefore.

6. The Applicant's mark **GOOGLE** is identical to Opposer's *GOOGLE* mark so as to cause confusion and lead to deception as to the origin of Applicant's goods bearing the Applicant's mark.

7. If the Applicant is permitted to use and register **GOOGLE** for its goods, as specified in the application herein opposed, confusion in trade resulting in damage and injury to the Opposer would be caused and would result by reason of the similarity between the Applicant's mark and the Opposer's mark. Persons familiar with Opposer's mark *GOOGLE* would be likely to buy Applicant's goods as and for a service sold by the Opposer. Any such confusion in trade inevitably would result in loss of sales to the Opposer. Furthermore, any defect, objection or fault found with Applicant's goods marketed under its **GOOGLE** mark would necessarily reflect upon and seriously injure the reputation which the Opposer has established for its products merchandised under its *GOOGLE* marks for over 20 years.

8. If the Applicant were granted the registration herein opposed, it would thereby obtain at least a *prima facie* exclusive right to the use of its mark. Such registration would be a source of damage and injury to the Opposer.

9. The Opposer, located in Chicago, Illinois, believes that it will be damaged by registration of the mark **GOOGLE** shown in Application SN 76-314,811 and hereby opposes same. The Opposer engages in an aggressive licensing program of the mark **GOOGLE**, as well known to the Applicant.

10. The Opposer offers its *GOOGLE* mark to license on a wide variety of collateral merchandise.

11. If the Applicant is permitted to register the mark, and thereby, the *prima facie* exclusive right to use in commerce the mark **GOOGLE** on the goods licensed and sold by the Opposer, confusion is likely to result from any concurrent use of Opposer's mark **GOOGLE** and that of the Applicant's alleged mark **GOOGLE**, all to the great detriment of Opposer.

12. Purchasers are likely to consider the goods of the Applicant sold under the mark **GOOGLE** as emanating from the Opposer, and purchase such goods as those of the Opposer, resulting in loss of sales to Opposer.

13. Applicant's mark **GOOGLE**, when used on or in connection with the goods and/or services of the Applicant, is merely descriptive or deceptively misdescriptive of the goods.

14. Applicant's mark **GOOGLE**, when used on or in connection with the goods and/or services of the Applicant, is generic.

15. Upon information and belief, said application was obtained fraudulently in that the formal application papers filed by Applicant, under notice of §1001 of Title 18 of the United States Code stated that Applicant had a valid intent to use date. Said statement was false. Said false statement was made with the knowledge and belief that it was false, with the intent to induce authorized agents of the U.S. Patent and Trademark Office to grant said registration in that the Applicant, at the time it filed its said application and declaration were in fact an invalid intent to use date.

16. Upon information and belief, said application was obtained *fraudulently* in that the formal application papers filed by Applicant, under notice of §1001 of Title 18 of the United States Code stated that Applicant had a valid use in commerce when Applicant filed its Trademark application on *September 16, 1999*. Applicant had no valid use in commerce.

17. Upon information and belief, the Applicant has no evidence to establish a valid intent to use in commerce.

18. Upon information and belief, the Applicant has no evidence to establish a valid "use" date in commerce.

19. Applicant's use application was a fraud in that Applicant had no evidence to establish a valid use in commerce.

20. Applicant's said use statement was a false statement and was made with the knowledge and belief that it was *false*, with the intent to induce authorized agents of the U.S. Patent and Trademark Office to grant said registration as well known to the Applicant.

21. Upon information and belief, said statement of use of the mark **GOOGLE** on the services in question, was made by an authorized agent of Applicant with the knowledge and belief that said statements was false. Said false statements were made with the intent to induce authorized agents of the U.S. Patent and Trademark Office to grant said registration.

22. Applicant's mark **GOOGLE** was not applied for according to its correct type<sup>1</sup>, as shown in its said application.

23. Applicant mutilated its alleged mark during the 2006 Winter Olympics on the internet, and is not entitled to registration. See a true and correct copy of an exhibit attached hereto.

24. Upon information and belief, the Applicant was not the owner of the mark for which the registration is requested<sup>2</sup>.

25. Upon information and belief, applicant's use application was signed with the knowledge that another party had a right to use the mark in commerce on the same or similar goods.

26. Concurrent use of the mark **GOOGLE** by the Applicant and *GOOGLE* by the Opposer may result in irreparable damage to Opposer's Marketing and/or Trademark Licensing Program, reputation and goodwill.

27. If the Applicant is permitted to obtain a registration of the mark **GOOGLE**, a cloud will be placed on Opposer's title in and to its trademark, *GOOGLE*, and on its right to enjoy the free and exclusive use thereof in connection with the sale of its goods and/or services, and on its Trademark Licensing Program, all to the great injury of the Opposer.

28. Upon information and belief, Applicant's use Application was signed with the knowledge that another party had a right to use the mark in commerce.

29. Upon information and belief, the Applicant has abandoned the mark **GOOGLE**.

30. The registration to Applicant of the mark **GOOGLE** shown in the aforesaid application is likely to and will result in financial and other injury and damage to the Opposer in its business and in its enjoyment of its established rights in and to its said mark *GOOGLE*.

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1. See §108 of the TMEP, page 100-5, Registration As Correct Type of Mark - It is important that a mark be registered according to its correct type, if it is not, the registration may be subject to cancellation. See *National Trailways Bus System v. Trailway Van Lines, Inc.*, 222 F. Supp 143, 139 USPQ 54 (E.D.N.Y. 1963), and 269 F. Supp. 352, 155 USPQ 507 (E.D.N.Y. 1965).

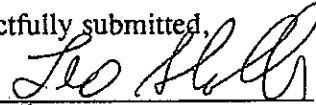
2. See *Huang v. Tzu Wei Chen Food Co. Ltd.*, 849 F.2d 1458, 7 USPQ2d 1335 (Fed. Cir. 1988). See TMEP §§706.01 and 802.06 §1 of the Trademark Act 15 U.S.C. §1051.

**WHEREFORE**, Opposer prays that the said Application for the trademark **GOOGLE** be denied, that no registration be issued thereon to Applicant, and that this Notice of Opposition be sustained in favor of the Opposer and that Opposer is entitled to judgment.

The Opposer prays for such other and further relief as may be deemed by the Director of Patents and Trademarks to be just and proper.

Enclosed is \$300.00.

Respectfully submitted,



Leo Stoller *per*  
CENTRAL MFG. CO., Opposer  
Trademark & Licensing Dept.  
P.O. Box 35189  
Chicago, Illinois 60707-0189  
773 283-3880 FAX 708 453-0083

Dated: March 1, 2006

**DECLARATION**

The undersigned, Leo Stoller, declares that he is an individual and Director and President of CENTRAL MFG. CO., a Service Mark Application SN 78/782,064 and trademark and d/b/a for Central Mfg. Inc., A/K/A Central Manufacturing Inc., a Delaware Corporation registered to do business as Central Mfg Co., of Illinois A/K/A Central Manufacturing Co., founded and operated by Leo Stoller as such, is authorized to execute this document on its behalf, that all statements made of his own knowledge are true and all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code.

Dated: March 1, 2006

By: 

Leo Stoller

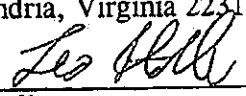
By: 

Leo Stoller, President  
CENTRAL MFG. CO.

**Certificate of Mailing**

I hereby certify that the foregoing *Notice of Opposition* is being sent by **Express Mail No: EQ 014137445 US** with the U.S. Postal Service in an Express Mail envelope addressed to:

Box TTAB / FEE  
Commissioner of Trademarks  
P.O. Box 1451  
Alexandria, Virginia 22313-1451

  
Leo Stoller

Date: March 1, 2006

D:\MARKS40\GOOGLE.OPP

EXHIBIT 22





**STANDING**

3. Pursuant to 37 C.F.R. §2.111(b), the Petitioner asserts that it has standing to file this Petition for Cancellation proceeding because the Petitioner asserts that it will be damaged by the Registration sought to be cancelled. The Petitioner has filed Notice of Opposition number 91170256 to Respondent's pending trademark Application SN: 76-314,811 for the mark GOOGLE.

4. The Petitioner holds Common Law rights in and to the mark GOOGLE for use on sporting goods products and offers the mark GOOGLE for trademark license to third parties. The Petitioner asserts that it will be damaged by registration of the mark GOOGLE. See attached true and correct copies of correspondence from GOOGLE's attorneys to the Petitioner.

**GROUND FOR CANCELLATION**

5. As specifically amended by the Trademark Law Revision Act of 1988, §14 of the Trademark Act provides for the cancellation of a registration of a mark at any time if the mark becomes the generic name for the goods or services, or a portion thereof, for which it is registered ... 15 U.S.C. §1064(3).

6. The Respondent, GOOGLE, INC., is the leading computer internet search **EXH A.** engine. The Respondent's mark GOOGLE has become a generic term for the goods and/or services provided by the Respondent. See true and correct copies of dictionary definitions of the GOOGLE mark.

7. Respondent's mark, GOOGLE, is now included in the dictionary. **EXH 1**

8. Respondent's GOOGLE mark has become generic term for the goods and/or services covered under the registered mark. **EXH 2**

9. Respondent has attempted to perpetrate a fraud on the public by having its representatives contact dictionaries in order to change the lexicon.

10. Respondent's representatives have written letters to companies that print dictionaries and other sources in an attempt to unlawfully persuade the said companies and/or individuals not to use the word GOOGLE as a generic term. Such conduct represents a

knowing and willful fraud perpetrated by the Respondent on the American public in order to change the lexicon which now includes Google as a generic term. **EXH 2.6**

11. Respondent has abandoned its GOOGLE mark through a program of naked licensing. **EXH 3**

12. The Respondent has abandoned its GOOGLE mark through a process of mutilation of the GOOGLE mark. See attached true and correct copies of GOOGLE's program for mutilating its Federal Trademark Registration. **EXH 4**

13. The Respondent has abandoned its GOOGLE mark through a process of allowing third parties to mutilate its trademark. See attached true and correct copies of third party mutilation. **EXH 5**

14. Respondent has abandoned its mark because its mark fails to function as a mark and/or is purely ornamental. See attached true and correct copies of Respondent's depictions of its ornamental mark.

15. The Petitioner licenses and/or offers to license the mark GOOGLE.

16. The Respondent's mark, **GOOGLE**, is likely to cause confusion, mistake or deception in the buying public or cause the public to believe that there is a connection between the parties, or a sponsorship of Respondent's goods by Petitioner.

17. Respondent's mark **GOOGLE**, when used on or in connection with the goods of the Respondent, is descriptive or deceptively misdescriptive of the goods.

18. Upon information and belief, said application was obtained fraudulently in that the formal application papers filed by Respondent, under notice of §1001 of Title 18 of the United States Code stated that Respondent had a valid first use date. Said statement was false. Said false statement was made with the knowledge and belief that it was false, with the intent to induce authorized agents of the U.S. Patent and Trademark Office to grant said registration in that the Respondent, at the time it filed its said application and declaration were in fact an invalid first use date.

19. Upon information and belief, said application was obtained *fraudulently* in that the formal application papers filed by Respondent, under notice of §1001 of Title 18 of the United States Code stated that Respondent had a valid first use in commerce when Respondent

filed its Trademark application on *September 16, 1999*. Respondent had no valid first use in commerce on the date asserted in the said application.

20. Upon information and belief, the Respondent has no evidence to establish a valid first use date.

21. Upon information and belief, the Respondent has no evidence to establish a valid first use in commerce date.

22. Respondent's use application was a fraud in that Respondent had no use on some or all of the said goods listed therein bearing the mark **GOOGLE** on the first use date, as well known to the Respondent.

23. Respondent's said first use statement was a false statement and was made with the knowledge and belief that it was *false*, with the intent to induce authorized agents of the U.S. Patent and Trademark Office to grant said registration as well known to the Respondent.

24. Upon information and belief, said first use of the mark **GOOGLE** on the goods in question, was made by an authorized agent of Respondent with the knowledge and belief that said statements was false. Said false statements were made with the intent to induce authorized agents of the U.S. Patent and Trademark Office to grant said registration.

25. Respondent's mark **GOOGLE** was not applied for according to its correct type<sup>1</sup>, as shown in its said application.

26. Upon information and belief, the Respondent was not the owner of the mark for which the registration is requested<sup>2</sup>.

27. Upon information and belief, Respondent's first use application was signed with the knowledge that another party had a right to use the mark in commerce on the same or similar goods.

---

1. See §108 of the TMEP, page 100-5, Registration As Correct Type of Mark - It is important that a mark be registered according to its correct type, if it is not, the registration may be subject to cancellation. See *National Trailways Bus System v. Trailway Van Lines, Inc.*, 222 F. Supp 143, 139 USPQ 54 (E.D.N.Y. 1963), and 269 F. Supp. 352, 155 USPQ 507 (E.D.N.Y. 1965).

2. See *Huang v. Tzu Wei Chen Food Co. Ltd.*, 849 F.2d 1458, 7 USPQ2d 1335 (Fed. Cir. 1988). See TMEP §§706.01 and 802.06 §1 of the Trademark Act 15 U.S.C. §1051.

28. Concurrent use of the mark **GOOGLE** by the Respondent and **GOOGLE** by the Petitioner results in irreparable damage to Petitioner's marketing and/or Trademark Licensing Program, reputation and goodwill.

29. Upon information and belief, Respondent's first use application was signed with the knowledge that another party had a right to use the mark in commerce.

30. Respondent's mark **GOOGLE** will likely result in financial injury and damage to the Petitioner in its business and in its enjoyment of its established rights in and to its said mark **GOOGLE**.

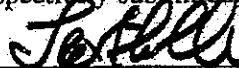
**WHEREFORE**, Petitioner prays that Respondent's Registration No. 2,806,075, for the trademark **GOOGLE** be cancelled, and that this Petition for Cancellation be sustained in favor of the Petitioner and that the Petitioner is entitled to judgment.

Petitioner hereby gives notice under Rule of Practice that after hearing and in any appeal on this cancellation proceeding, it will rely on its large family of **GOOGLE** registrations and applications incorporated herein and all of the goods and services listed and covered thereunder, in support of this Petition for Cancellation.

The Petitioner prays for such other and further relief as may be deemed by the Director of Patents and Trademarks to be just and proper.

Enclosed is \$300.00.

Respectfully submitted,



Leo Stoller  
CENTRAL MFG. CO., Petitioner  
Trademark & Licensing Dept.  
7115 W. North Avenue #272  
Oak Park, Illinois 60302  
(773) 589-0340 FAX: (773) 589-0915

Dated: April 18, 2006

**DECLARATION**

The undersigned, Leo Stoller, declares that he is an individual and Director and President of CENTRAL MFG. CO., a Service Mark Application SN 78/782,064 and trademark and d/b/a for Central Mfg. Inc., a/k/a Central Manufacturing Inc., a Delaware Corporation registered to do business as Central Mfg Co., of Illinois A/K/A Central Manufacturing Co., founded and operated by Leo Stoller as such, is authorized to execute this document on its behalf, that all statements made of his own knowledge are true and all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code. Central Mfg. Co. hold rights and relies upon the attached Federal Trademark Registration numbers herein in support of this Petition for Cancellation.

By: \_\_\_\_\_  
Leo Stoller

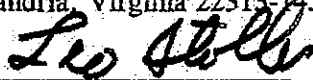
By: \_\_\_\_\_  
Leo Stoller, President  
CENTRAL MFG. CO.

Date: April 18, 2006

**Certificate of Mailing**

I hereby certify that the foregoing *Petition for Cancellation* is being sent with the U.S. Postal Service as first class mail in an envelope addressed to:

TTAB / BOX FEE  
Commissioner of Trademarks  
P.O. Box 1451  
Alexandria, Virginia 22313-1451



Leo Stoller  
Date: April 18, 2006

D:\MARKS41\GOOGLE.PTC

EXHIBIT 23

UNITED STATES PATENT AND TRADEMARK OFFICE  
Trademark Trial and Appeal Board  
P.O. Box 1451  
Alexandria, VA 22313-1451

Baxley

Mailed: June 26, 2008

Cancellation No. 92045778

The Society for the Prevention  
of Trademark Abuse, LLC  
(substituted for Central Mfg.  
Co. (Inc.) as party plaintiff)

v.

Google Inc.

**By the Trademark Trial and Appeal Board:**

On April 23, 2008, Leo Stoller filed a motion to intervene in this proceeding. The motion has been fully briefed.

Regardless of the outcome of Mr. Stoller's motion to intervene in the civil action styled *Google, Inc. v. Central Mfg. Inc. and Stealth Industries, Inc.*, Case No. 07 C 0385, filed in the United States District Court for the Northern District of Illinois, there is no provision for intervention by outside parties in Board proceedings. See *Lukens, Inc. v. Vesper Corporation*, 1 USPQ2d 1299, 1301 (TTAB 1986). Accordingly, the motion to intervene is denied.

On September 6, 2007, The Society for the Prevention of Trademark Abuse, LLC filed: 1) a motion to be substituted as party plaintiff in this case; and 2) a withdrawal of all

**Cancellation No. 92045778**

pending motions in this case and of the opposition with prejudice. The Board will first consider Society's motion to be substituted as party plaintiff herein. A copy of a document reflecting the assignment of the assets of Mr. Stoller, including all stock in Central Mfg. Co. (Inc.) ("Central"), from Richard M. Fogel as Trustee of the Chapter 7 Bankruptcy Estate of Mr. Stoller to Society was submitted as an exhibit to Society's motion to be substituted. Another copy of that document is recorded with the USPTO's Assignment Branch at Reel 3605, Frame 0494. See TBMP Section 512.01 (2d ed. rev. 2004). Because applicant does not object to the substitution sought and the assignment in question involves all the assets of Central, that motion is granted as well-taken and as conceded. See Trademark Rule 2.127(a). Society is hereby substituted for Central as the party plaintiff herein.

On September 3, 2007, Mr. Stoller filed with the Board a copy of the disciplinary complaint that he filed on September 3, 2007 with the USPTO's Office of Enrollment and Discipline. However, such filing does not warrant further delay of this proceeding.

In view of the withdrawal of the petition to cancel with prejudice that Society filed, the petition is dismissed with prejudice. All pending matters herein are moot.



**Cancellation No. 92045778**

A copy of this order has been sent to respondent and  
the following parties:

Lance G. Johnson  
Roylance, Abrams, Berdo & Goodman LLP  
1300 19th Street NW, Suite 600  
Washington, DC 20036

Leo Stoller  
Central Mfg. Co.  
7115 W. North Avenue, #272  
Oak Park, IL 60302

Janice A. Alwin, counsel for trustee  
Shaw, Gussis, Fishman, Glanz, Wolfson & Towbin LLC  
321 N. Clark Street, Suite 800  
Chicago, IL 60610

EXHIBIT 24

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Department of State: Division of Corporations

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Entity Details

File Number:	2127766	Incorporation Date:	06/01/1987
		Formation Date:	(mm/dd/yyyy)
Entity Name:	CENTRAL MFG. INC.		
Entity Kind:	CORPORATION	Entity Type:	GENERAL
Residency:	DOMESTIC	State:	DE
Status:	DISSOLVED	Status Date:	01/29/2008

REGISTERED AGENT INFORMATION

Name:	CENTRAL MFG. INC.		
Address:	6 GREGORY COURT		
City:	DOVER	County:	KENT
State:	DE	Postal Code:	19904
Phone:			

Additional Information is available for a fee of \$20.00. This information will include current franchise tax assessment, current filing history and more..

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EXHIBIT 25

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Department of State: Division of Corporations

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Entity Details

<b>File Number:</b>	2045159	<b>Incorporation Date / Formation Date:</b>	09/27/1984 (mm/dd/yyyy)
<b>Entity Name:</b>	STEALTH INDUSTRIES, INC.		
<b>Entity Kind:</b>	CORPORATION	<b>Entity Type:</b>	GENERAL
<b>Residency:</b>	DOMESTIC	<b>State:</b>	DE
<b>Status:</b>	DISSOLVED	<b>Status Date:</b>	04/24/2008

REGISTERED AGENT INFORMATION

<b>Name:</b>	CENTRAL MFG. INC.		
<b>Address:</b>	40 E. MAIN STREET PO BOX 184		
<b>City:</b>	NEWARK	<b>County:</b>	NEW CASTLE
<b>State:</b>	DE	<b>Postal Code:</b>	19711
<b>Phone:</b>			

Additional Information is available for a fee of \$20.00. This information will include current franchise tax assessment, current filing history and more..

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EXHIBIT 26

DECLARATION

The undersigned, Leo Stoller, declares that he is an individual and Director and President of CENTRAL MFG. CO (INC) a Delaware Corporation and operated by Leo Stoller as such, is authorized to execute this document on its behalf, that all statements made of his own knowledge are true and all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code. Central Mfg. Co. hold common law rights in an to the mark Google for use of the Google mark on sporting goods products including tennis rackets since at least as early as January of 2006. The Opposer also licenses and/or offers to license its Google mark.

The information here in is made on personal knowledge and the affiant is competent to testify to the matters stated herein. Leo Stoller states that the attached computer search is true and accurate. The search was performed on May 15, 2006, I performed a "google" search by typing "google is a verb" at the Google search engine.

Dated: May 15, 2006

By: Leo Stoller

Leo Stoller

D:\MARK541\15

EXHIBITS ARE BEING MAILED TO  
THE BOARD