

EXHIBIT A

Int. Cl.: 28

Prior U.S. Cl.: 22

United States Patent and Trademark Office

Reg. No. 1,727,818

Registered Oct. 27, 1992

**TRADEMARK
PRINCIPAL REGISTER**

SPORT COURT

SPORT COURT, INC. (DELAWARE CORPORATION)
1075 SOUTH 700 WEST
SALT LAKE CITY, UT 84104

FOR: RECREATIONAL AND ATHLETIC PLAY SURFACES AND RELATED EQUIPMENT FOR SAID SURFACES; NAMELY, NETS, BASKETBALL BACKBOARDS AND LIGHTING FIXTURES SOLD AS A UNIT, IN CLASS 28 (U.S. CL. 22).

FIRST USE 5-0-1975; IN COMMERCE 5-0-1975.

OWNER OF U.S. REG. NOS. 1,100,976, 1,177,220 AND OTHERS.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "COURT", APART FROM THE MARK AS SHOWN.

SEC. 2(F).

SER. NO. 74-143,269, FILED 2-28-1991.

COLLEEN SCHALLOCK, EXAMINING ATTORNEY

EXHIBIT B

Int. Cls.: 18, 25 and 28

Prior U.S. Cls.: 3, 22 and 39

United States Patent and Trademark Office

Reg. No. 1,155,586

Registered May 26, 1981

TRADEMARK
Principal Register

SPORT COURT

Sport Court of America, Inc. (Delaware corporation)
5236 Greenpine Dr.
Salt Lake City, Utah 84107

For: TOTE BAGS, in CLASS 18 (U.S. Cl. 3).
First use May 1978; in commerce May 1978.
For: CLOTHING—NAMELY, SUN VISORS
AND T-SHIRTS, in CLASS 25 (U.S. Cl. 39).
First use Jun. 1975; in commerce Jun. 1975.
For: SPORTS EQUIPMENT—NAMELY,
BACKBOARDS, NETS, RACQUETS, BALLS,
AND BALL REBOUNDERS, in CLASS 28 (U.S.
Cl. 22).
First use Mar. 1978; in commerce Mar. 1978.
Owner of U.S. Reg. Nos. 1,034,156 and 1,100,976.

Ser. No. 208,714, filed Mar. 26, 1979.

PAUL F. GAST, Primary Examiner

EXHIBIT C

Int. Cl.: 37

Prior U.S. Cl.: 103

United States Patent and Trademark Office

Reg. No. 1,100,976
Registered Aug. 29, 1978

SERVICE MARK
Principal Register

SPORT COURT

Sport Court Association (Delaware corporation)
9010 SE. 45th St.
Mercer Island, Wash. 98040

For: RECREATIONAL PATIO INSTALLATION
SERVICES, in CLASS 37 (U.S. CL. 103).
First use on or about May 20, 1973; in commerce on
or about May 20, 1973.
Owner of Reg. No. 1,034,156.

Ser. No. 48,329, filed Apr. 2, 1975.

EXHIBIT D

Int. Cls.: 18, 25, 28 and 37

Prior U.S. Cls.: 3, 22, 39 and 103

United States Patent and Trademark Office

Reg. No. 1,177,220

Registered Nov. 10, 1981

**TRADEMARK
SERVICE MARK
Principal Register**

SPORT COURT

Sport Court of America, Inc. (Delaware corporation)
2836 - 78th Ave., SE.
Mercer Island, Wash. 98040

For: TOTE BAGS, in CLASS 18 (U.S. Cl. 3).

First use May 1978; in commerce May 1978.

For: CLOTHING—NAMELY, SUN VISORS,
AND T-SHIRTS, in CLASS 25 (U.S. Cl. 39).

First use Jun. 1975; in commerce Jun. 1975.

For: SPORTS EQUIPMENT—NAMELY,
BACKBOARDS, NETS, RACQUETS, BALLS,
BALL REBOUNDERS, in CLASS 28 (U.S. Cl. 22).

First use Mar. 1978; in commerce Mar. 1978.

For: RECREATIONAL PATIO INSTALLA-
TION SERVICES, in CLASS 37 (U.S. Cl. 103).

First use May 20, 1973; in commerce May 20,
1973.

Owner of U.S. Reg. Nos. 1,034,156 and 1,100,976.

Applicant states that no claim is made to exclusive
use of the configuration of the goods apart from the
mark as shown.

Ser. No. 208,713, filed Mar. 26, 1979.

PAUL F. GAST, Primary Examiner

EXHIBIT E



Peter M. de Jonge
Registered Patent Attorney
dejonge@tnw.com

May 18, 2005

VIA FACSIMILE: (602) 240-6697
CONFIRMATION BY MAIL

Jeffrey C. Whitley
BESHEARS WALLWORK BELLAMY
2700 N. Central Ave. 12th Floor
Phoenix, AZ 85004-1196

Re: Notice of Infringement of SPORT COURT[®] and Violation of the Permanent
Injunction by Rhino Sports, Inc.
Notice of Infringement of LATERAL FORGIVENESS[®]
Response regarding Tampa Bay Rhino Sports Courts, Dream Courts Marketing,
DeShayes Dream Greens, J & M Sports, and Southwest Putting Greens of
Nevada
TNW Docket Nos.: 24109 / 23891 / 23692 / T6767.59 / 23027 / T6767.67

Dear Mr. Whitley:

This letter responds to your letters dated November 9, 2004 and November 19, 2004 (faxed November 22, 2004) regarding the above-referenced infringements, both of which are attached hereto for your reference as Exhibit A. In addition, Sport Court International Inc. (hereinafter "Sport Court") hereby notifies Rhino Sports, Inc. (hereinafter "Rhino") of its continued trademark infringement of the SPORT COURT[®] mark and violation of the permanent injunction entered against it, and also of Rhino's infringement of Sport Court's LATERAL FORGIVENESS[®] trademark (U.S. Trademark Registration No. 2,374,528), a copy of which is attached hereto as Exhibit B.

Tampa Bay Rhino Sports Courts

In your November 9th letter, you questioned the propriety of our September 17th and November 2nd letters to your dealer, Tampa Bay Rhino Sports Courts, which notified them of their infringement of the SPORT COURT[®] mark. Regardless of whether your dealer verbally apologized, we believe it was appropriate (and necessary) to formally notify them of the SPORT COURT[®] trademark and request written confirmation that they would no longer use the mark. We believe it was particularly appropriate since they were still using the trade name Tampa Bay

www.tnw.com

8180 South 700 East - Suite 200 - Sandy, Utah 84070-0562 • 801.568.6633 • f. 801.568.0760 • patlaw@tnw.com | U.S. Mailing Address: P.O. Box 1219 - Sandy, Utah 84091-1219

The Team Approach to Premier Performance[®]

Mr. Jeffrey C. Whitley
BESHEARS WALLWORK BELLAMY
May 18, 2005
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Rhino Sports Courts as of the date of our letter (as shown in the September 16th Showsmart.com printout).

Our November 2nd letter was sent because we received no response to our first letter and because we discovered additional infringements on their website (as shown in the printouts from www.tampabasketballcourts.com dated October 31st). Contrary to your statement, the Showsmart.com listing was not attached to this letter (except as part of the attached September 17th letter) as we had observed that the listing had been corrected. Nonetheless, the letter was appropriate because Tampa Bay Rhino Sports Courts was clearly continuing to use our client's mark on its website and because we had not received written confirmation from them.

In your November 19th letter, you stated that you did not believe that they were currently using any forms of SPORT COURT[®] in their marketing. You invited us to take a second look at their website and the Showsmart.com listing and stated that you would send out a Tab 6 letter if we found any continued use. Accordingly, please find the webpage printouts and source code attached as Exhibit C for the .../aboutus.htm and .../courtaccessories.htm pages on www.tampabasketballcourts.com with the remaining infringements highlighted.

Please note that both of these uses were carefully attached and highlighted as part of our November 2nd letter and should not have been overlooked by you or your dealer. Accordingly, please immediately send a Tab 6 letter as we requested in our November 10th letter to Rhino Sports, Inc. Additionally, we still require written confirmation from your dealer (or their legal representative) that they will make no further use of our client's mark.

J & M Sports, Inc.

With respect to J & M Sports, we acknowledge that Rhino sent a Tab 6 letter on September 8th and a follow-up letter stating that it would withhold cooperative advertising funding on September 21st. However, we believe that your statement that Rhino fully complied with the Settlement Agreement is incorrect. We requested you to send a Tab 6 letter on June 3rd, but the letter was not sent until over three months later. Nonetheless, we did not join you as a party to our lawsuit against J & M Sports. In any event, it appears that this matter has been resolved.

Issue of Notification to Rhino

Your November 9th letter accuses us of harassment for notifying you of infringements by Dream Courts Marketing, DeShayes Dream Greens, and Southwest Putting Greens, and requests that we refrain from copying Rhino on our correspondence to non-Rhino dealers.

As you know, paragraph 5 of the Settlement Agreement specifically authorizes Sport Court to notify Rhino of alleged violations of potential infringers who sell Rhino product. In each of the instances for which you were notified of violations, the third parties in question were using Rhino marks, were advertising Rhino products for sale, were otherwise holding themselves out as Rhino dealers, or otherwise appeared to be selling Rhino product.

Rhino does not keep us current as to the status of its relationships with such third parties. Rhino also allows third parties to use its name and to otherwise suggest an affiliation with Rhino during time periods in which, Rhino now alleges, there was no contractual relationship allowing them to do so.

This situation can be improved. For example, Rhino could keep us informed of all material changes in its relationships with dealers or others who advertise or sell Rhino products, and they could properly police the unauthorized use of the Rhino name and logos. This would reduce the instances in which we copy Rhino on correspondence to infringers no longer affiliated with Rhino.

Otherwise, we have no choice but to continue including Rhino in correspondence to third parties who are apparently selling Rhino product and who are infringing our client's rights. In any event, it seems a simple matter for Rhino to advise us if an infringer has no affiliation with Rhino or does not have authorization to sell Rhino's goods.

Confidentiality of Settlement Agreement

You have accused us of breaching Paragraph 4 of the Settlement Agreement pertaining to confidentiality by copying Amy Kriegbaum on our August 20th letter. However, our August 20th letter dealt only with the matters specified in Paragraph 5 of the Settlement Agreement, which pertains to the notification of dealers regarding the settlement and the letters to potential infringers such as the Tab 6 letter. Please note that Paragraph 5 is clearly prefaced with, "Notwithstanding paragraph 4 above" Accordingly, we disagree that we breached the confidentiality provisions of Paragraph 4.

Irrespective of the Paragraph 5 exception, your accusation is irrelevant since Rhino's attorney, Marni F. Guerrero, also copied Amy Kriegbaum in her September 9th letter to our firm and enclosed our June 3rd letter to Rhino, which is substantially equivalent to our August 20th letter. This action by Ms. Guerrero clearly shows that Rhino considers Ms. Kriegbaum authorized to receive the information in question.

Interference with Rhino's Business Relationships

With regard to the infringement by Southwest Putting Greens, you state that Rhino views any unwarranted accusations of trademark infringement against companies in the artificial turf community as an attempt to interfere with Rhino's business relationships. Our letter to Southwest Putting Greens was prompted by a postcard advertisement dated April 2004 that prominently displays the mark "Multi-Sport Courts" and the claim "Rhino Courts Certified." As such, our letter was clearly not unwarranted. Nonetheless, we do not believe that Sport Court's enforcement of its trademark rights interferes with Rhino's business relationships.

Notice of Infringement of the mark SPORT COURT® by Rhino and Violation of the Permanent Injunction

Enclosed in Exhibit D are several current infringements of the SPORT COURT® mark made by Rhino. Included are 1) a copy of Rhino's yellow page advertisement in the Scottsdale / Paradise Valley area Qwest Dex directory, which makes prominent use of the phrase "MULTI SPORTS COURTS," 2) the online version of this advertisement from DexOnline.com, and 3) a printout from Yahoo Search showing Rhino's sponsored link entitled "Sports Court Construction by Rhino." These uses are a clear violation of the permanent injunction entered in the lawsuit between Rhino and Sport Court.

Also shown in the Qwest Dex directory is an advertisement by the Rhino dealer "SPORTS COURTS'N PUTTING GREENS," also known as Sports Game & Fun Courts as shown in the Qwest Dex Phoenix Metro edition attached as part of Exhibit D. Both of these trade names make infringing use of the SPORT COURT® mark, and further violate the permanent injunction.

Sport Court demands that Rhino immediately take steps to remove or correct the online advertisement at DexOnline.com and the sponsored link at Yahoo Search. Sport Court also demands that Rhino pay to Sport Court the sum of \$20,000 for a portion of the damages, legal fees, and expenses incurred by Sport Court due to Rhino's continued infringement. Additionally, Sport Court demands that Rhino provide it with a written guarantee to change the printed advertisements for Rhino and Sports Courts 'N Putting Greens for the next addition, and agree to pay Sport Court an additional \$20,000 if this advertisement, or similar advertisements for Rhino or Sports Courts 'N Putting Greens, appear in future editions of any telephone directories.

In addition to the above, Sport Court demands that Rhino provide proof that they have notified each of its dealers as required by the Settlement Agreement.

Mr. Jeffrey C. Whitley
BESHEARS WALLWORK BELLAMY
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Finally, Sport Court demands that you take appropriate steps to correct your dealer's use of the trade names "Sports Courts'N Putting Greens" and "Sports Game & Fun Courts" and any other trade names that are confusingly similar to the SPORT COURT® mark.

If Rhino fails or refuses to satisfy these demands, Sport Court will pursue enforcement of the permanent injunction entered by the Court.

Notice of Infringement of the mark LATERAL FORGIVENESS® by Rhino

Enclosed in Exhibit E is a copy of a direct mailing by Rhino using the phrase "lateral and vertical forgiveness" in connection with Rhino's flooring products. We believe that this is a significant infringement of Sport Court's LATERAL FORGIVENESS® mark. As such, Sport Court demands that Rhino immediately cease all use of the LATERAL FORGIVENESS® mark and any other confusingly similar marks, including the above-identified use. As part of this, Sport Court demands that Rhino destroy all advertising and promotional materials using these marks.

Conclusion

In summary, we believe that our client has dealt very reasonably with infringements by Rhino Sports and its dealers. However, Sport Court continues to see numerous and deliberate infringements by Rhino and its dealers of Sport Court's valuable trademarks, which is causing Sport Court considerable damage. Therefore, we demand that Rhino comply with the Court's injunction and the terms of the Settlement Agreement without further delay. We look forward to promptly receiving Rhino's written agreement to meet the above demands as well as a copy of the requested Tab 6 letter to Tampa Bay Rhino Sports Courts.

If you would like to discuss this matter further, please do not hesitate to contact me.

Sincerely,

THORPE NORTH & WESTERN, LLP


Peter M. de Jonge

NJW
PMD/NSW
Encl.

cc: Ronald A. Yokubison