

EXHIBIT F



BESHEARS WALLWORK BELLAMY
CHARTERED

2700 N Central Ave 12th Floor
Phoenix AZ 85004-1196
Tel 602.240.6699
Fax 602.240.6697
www.az-law.com

July 15, 2005

RECEIVED

DIRECT TELEPHONE
602-240-6634

JUL 18 2005

DIRECT EMAIL
bellamy@az-law.com
Thorpe, North & Western

Mr. Peter M. de Jonge
Thorpe North & Western, LLP
8180 S. 700 East, Suite 200
Sandy, Utah 84070

Matter: *Rhino Sports, Inc. v. Sport Court, Inc.*
Re: Response Regarding Tampa Bay Rhino Courts and Notice of Alleged Infringement of SPORT COURT® and Notice of Alleged Infringement of LATERAL FORGIVENESS®

Dear Peter:

Your May 18, 2005 letter demonstrates that Sport Court, Inc. not only continues to ignore Rhino Sports, Inc.'s good-faith compliance with the parties' settlement agreement, but also continues to violate the agreement's confidentiality requirements: in committing these violations, Sport Court, Inc. continues to interfere with Rhino's business relationships.

Rhino Sports reserves its right to take action to enforce the settlement agreement, unless Sport Court, Inc. ceases its unauthorized contacts and violations of the confidentiality provisions of the settlement agreement. Nonetheless, in an effort to resolve these continuing disputes relating to the parties' settlement agreement, I will address each of the specific points discussed in the previous correspondence.

1. *Violations of Confidentiality Provisions*

Sport Court, Inc. had no right to reveal the terms of the Settlement Agreement to Amy Kriegbaum in its August 20, 2004 letter to Rhino. Paragraph 5 of the agreement allowed the parties *only* to "inform each of their respective distributors that Rhino Sports and Shaffer have agreed to cease use of the SPORT COURT trademarks." However, Sport Court, Inc.'s August 20, 2004 letter went far beyond this narrow authorization, and disregarded the clearly applicable confidentiality provisions of Paragraph 4. If Sport Court, Inc. persists in this pattern of violating the agreement and otherwise improperly interfering with Rhino's current and prospective business relationships, Rhino will be forced to take whatever legal action we deem appropriate, including seeking judicial relief and damages for Sport Court, Inc.'s intentional misconduct.

2. *Tampa Bay Rhino Courts*

I attach a copy of the letter set to Tampa Bay Rhino Courts on May 27, 2005. This letter should fully resolve the matter.



3. *Yahoo-Sponsored Link*

With respect to the Yahoo-sponsored link, the phrase "multi-sport court construction" is not confusingly similar to the SPORT COURT® mark. As the printout you attached to your letter demonstrates, this phrase was included in a sponsored link triggered by the search phrase "court construction." Consistent with this fact, the phrase "multi-sport court construction" logically should be read as consisting of two distinct parts: "multi-sport" and "court construction," and the commercial impression of this phrase is considerably different from "SPORT COURT." Nonetheless, Rhino has removed this sponsored link and does not intend to use the phrase "multi-sport court construction" on any such sponsored links in the future. This action should fully resolve this matter.

4. *Yellow Pages*

With respect to the Scottsdale/Paradise Valley Qwest directory and online directory, Rhino contacted its Yellow Pages representative last spring and asked that all of its Yellow Pages advertisements be removed. Inexplicably, these orders were carried out for all directories except for Scottsdale/Paradise Valley and Dexonline.com. Rhino has since specifically ordered that these advertisements be discontinued, as well, and has been informed that as of September, when the new Scottsdale/Paradise Valley directories are printed, the advertisements will no longer appear. Rhino has also specifically asked that the online version be discontinued immediately, but was informed that that is not possible.

In addition to Rhino's good-faith efforts to remove all such yellow pages advertising, Rhino's inadvertent use of the phrase "Multi Sports Courts" on its print and yellow pages advertisements does not violate the permanent injunction. The commercial impression of these advertisements is significantly different from the uses of "multi-sport court" at issue in the preliminary injunction hearing as well as from SPORT COURT®. Therefore, the use of "multi-sport court" in the yellow pages context is permissible under the injunction. Nonetheless, as stated above, Rhino is discontinuing all such yellow pages advertising.

Furthermore, no basis exists for Sport Court, Inc.'s claim of \$20,000 in damages. Rhino has not identified any sales leads from either the Scottsdale/Paradise Valley yellow pages or a Yahoo-sponsored link in the past year. If you have any evidence of actual damages, then please forward that information to me for Rhino's consideration. Otherwise, we consider this matter fully resolved.

5. *Sports Courts 'N Putting Greens*

Rhino has inspected the Yellow Pages advertisement attached to your letter for the advertisement of Sports Courts 'N Putting Greens. Once again, Sport Court, Inc. has erroneously assumed that someone is a Rhino dealer when that business has nothing whatever to do with Rhino. Likewise, Sport And Game & Fun Courts, which apparently is the same business, is wholly unrelated to Rhino. Again, Sport Court, Inc. must cease its harassment of Rhino with these sorts of unsupported and erroneous—even reckless—accusations, which seriously call into question the good faith of Sport Court, Inc.'s intentions in entering the parties' settlement in the first instance.



6. *Lateral and Vertical Forgiveness*

Sport Court, Inc. has a registration for LATERAL FORGIVENESS® and *not* for the phrase in question, "lateral and vertical forgiveness." Moreover, Rhino is not using the phrase "lateral and vertical forgiveness" as an indication of the source or sponsorship of any product, but rather solely in a descriptive manner recognized as entirely appropriate under the Lanham Act. See, e.g., *Zatarains, Inc. v. Oak Grove Smokehouse, Inc.*, 698 F.2d 786 (5th Cir. 1983). The registration of the descriptive phrase "lateral forgiveness" cannot prevent others from using this phrase, or similar phrases, in a purely descriptive fashion.

In fact, LATERAL FORGIVENESS® is a quality, characteristic, and feature of your floor tiles, and consequently was not appropriately presented or accepted for registration. TMEP § 1209.01(b) explains "that descriptive marks should be denied registration:

A mark is considered merely descriptive if it describes an ingredient, quality, characteristic, function, feature, purpose or use of the specified goods or services. See *In re Gyulay*, 820 F.2d 1216, 3 USPQ2d 1009 (Fed. Cir. 1987) (APPLE PIE held merely descriptive of potpourri); *In re Bed & Breakfast Registry*, 791 F.2d 157, 229 USPQ 818 (Fed. Cir. 1986) (BED & BREAKFAST REGISTRY held merely descriptive of lodging reservations services); *In re MetPath Inc.*, 223 USPQ 88 (TTAB 1984) (MALE-P.A.P. TEST held merely descriptive of clinical pathological immunoassay testing services for detecting and monitoring prostatic cancer); *In re Bright-Crest, Ltd.*, 204 USPQ 591 (TTAB 1979) (COASTER-CARDS held merely descriptive of a coaster suitable for direct mailing).

In any event, Rhino's use of the phrase "lateral and vertical forgiveness" in advertising copy does not violate the Lanham Act or otherwise infringe on any rights of Sport Court, Inc. Although this phrase does not cause any confusion, if Sport Court, Inc. has evidence to show otherwise, Rhino would be willing to discuss the matter further. Otherwise, we consider this matter fully resolved.

As demonstrated by Rhino's specific actions as described in this letter, Rhino takes its obligations under the parties' settlement agreement very seriously. Rhino has taken extensive measures to stop any and all uses of the phrase "sport court" by Rhino's dealers nationwide, and Rhino continues to monitor its dealers on a regular basis. I assume that the above actions fully resolve Sport Court, Inc.'s concerns, and again reiterate that Sport Court, Inc. must stop its pattern of violating the agreement's confidentiality provisions or otherwise interfering in Rhino's business relationships. If my assumption is incorrect, then please call me to discuss the matter.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Fredric D. Bellamy'. The signature is fluid and cursive, with a large, sweeping flourish at the end.

Fredric D. Bellamy

FDB:deh
Enclosures: As stated.

EXHIBIT G



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

December 1, 2005

Jeffrey C. Whitley
Lofy & Associates, P.C.
11120 North Tatum Boulevard, Suite 101
Phoenix, Arizona 85028

Re: Infringement of SPORT COURT® by Rozzi Sports & Courts
Our Docket No. 24549

Dear Mr. Whitley

On September 20, 2005 we sent the attached letter notifying Tom Rozzi of Rozzi Sports & Courts of his infringing use of the SPORT COURT® mark in online directories and on his website. We sent a follow up to that letter to Mr. Rozzi on October 14, 2005. At present, we have had no response from Mr. Rozzi regarding his infringing use of the SPORT COURT® mark.

As you may recall, under the terms of the settlement agreement, Rhino Sports is obligated to send a letter to Rozzi Sports & Courts stating that it will withhold cooperative advertising funding until such time as the infringement issue is resolved. As such, Sport Court requests that you send a letter consistent with the following:

Dear Distributor:

Sport Court has informed us that you are continuing to misuse the SPORT COURT® mark in the following manner:

1. The use of "ROZZI SPORTS & COURTS," "SPORT COURT," and "DURAGRID SPORT COURT" on online directory listings.
2. The use of the term "sport court" within the source code of your website.

www.tnw.com

8180 South 700 East · Suite 200 · Sandy, Utah 84070-9562 · 801.566.6633 · 1.801.566.0750 · patlaw@tnw.com | U.S. Mailing Address: P.O. Box 1219 · Sandy, Utah 84091-1219

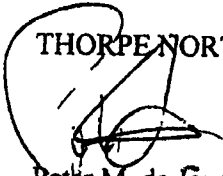
The Team Approach to Premier Performance™

Rhino Sports has previously agreed to respect Sport Court's marks and hereby asks that you also respect the mark, and agree to cease using that mark. Please immediately cease using the mark SPORT COURT® and all other confusingly similar terms, including specifically the uses identified above. Rhino Sports will withhold cooperative advertising funding until such time as this infringement issue is resolved.

Please send a letter consistent with the above immediately to Rozzi Sports & Courts with a copy to this firm. Please also send us written confirmation that you are withholding cooperative advertising funding to Rozzi Sports & Courts until such time as the infringement issue is resolved. If you have any questions on this matter, please do not hesitate to contact me.

Sincerely,

THORPE NORTH & WESTERN L.L.P.



Peter M. de Jonge

PMD/JHH/jj
Encl.

- Letter dated September 20, 2005 (with attachments)
- Letter dated October 14, 2005 (with attachments)

cc: Ronald A. Yokubison, Connor Sport Court International, Inc.

EXHIBIT H

LOFY & ASSOCIATES, P.C.
LAW OFFICES

11120 NORTH TATUM BOULEVARD, SUITE 101
PHOENIX, ARIZONA 85028

TELEPHONE: (602) 996-7400
FACSIMILE: (602) 996-5333

February 7, 2006

Via Fax: 801.566.0750

Peter M. de Jonge
Jed Hansen
Thorpe North and Western
P.O. Box 1219
Sandy, Utah 84091-1219

Re: Rozzi Sports & Courts
Your Docket No.: 24549

Gentlemen:

This letter responds to Mr. de Jonge's December 1, 2005 letter.

First, your letters of September 20, 2005 and October 14, 2005 were sent to the wrong address. They were not sent to a Rhino dealer. Tom Rozzi is not a Rhino dealer. Moreover, Tom Rozzi is gravely ill. Consequently, it should be no surprise that your letters went unanswered.

Second, Rhino strongly disagrees with your assertion that ROZZI SPORTS & COURTS is confusingly similar to SPORT COURT. The dominant element of the mark at issue is clearly the unique word "Rozzi". Furthermore, the ampersand between "Sports" and "Courts" distinguishes the "Rozzi Sports" portion of the mark from the "Courts" portion of the mark such that confusion is unlikely. Once again, you are grossly overreaching in your interpretation of the Lanham Act and are harassing Rhino as a result.


Because you have not met the notification requirements of the Settlement Agreement, and because Tom Rozzi is not a potential infringer, Rhino is not required under the Settlement Agreement to write a letter to anyone, let alone Mr. Rozzi.

Third and finally, Sport Court needs to get its facts straight before it sends Rhino or its dealers threatening letters. Your December 1 letter is merely the latest in a long string of letters written by Sport Court that have been completely unnecessary because they were based on inaccurate information. Correcting your erroneous factual assertions and policing your marks is not Rhino's obligation. Therefore, from now on, Rhino will simply ignore future correspondence

Peter M. de Jonge
February 7, 2006
Page 2

from Sport Court or its attorneys that is based on incorrect information. If you do not hear from us, you can assume your information is incorrect.

Very truly yours,



Jeffrey C. Whitley

JCW/mas

JEFFREY C. WHITLEY & ASSOCIATES, P.C. 1100 W. 10TH AVENUE, SUITE 1000, DENVER, CO 80202

EXHIBIT I



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

March 6, 2006

VIA U.S. MAIL

Jeffrey C. Whitley
Lofy & Associates, P.C.
11120 North Tatum Boulevard, Suite 101
Phoenix, Arizona 85028

Re: Infringement of SPORT COURT® by Rozzi Sports & Courts and compliance with
permanent injunction
Our Docket No. 24549 and 24109

Dear Mr. Whitley

This letter responds to your reply to our letter dated December 1, 2005 which we did not receive until February 7, 2006.

First, our letters to Mr. Rozzi were sent to the address listed in the telephone directory wherein Mr. Rozzi advertises his business Rozzi Sports and Courts as well as the address provided in the domain name registration for Mr. Rozzi's webpage www.rozzisports.com. We are confident he received them. Additionally, we are puzzled by your assertion that Mr. Rozzi is not a Rhino dealer given the prominent display of your Rhino logo on the home page of his website and the statement below the logo that Rozzi Sports & Courts is an authorized dealer for Rhino Sports.

Second, Mr. Rozzi's infringing use of the SPORT COURT® mark is not limited to his tradename. His use includes references identical to the SPORT COURT® mark in telephone listings as well as in the source code of his website. Had you taken the time to actually read the material we sent you before preparing your belated and unnecessarily terse response, you would have been apprised of the relevant facts and correctly responded to our request. Moreover, your assessment of Sport Court's claim that Rozzi Sports & Courts is confusingly similar to the SPORT COURT® mark is irrelevant. At its sole discretion, Sport Court may notify Rhino of an "alleged infringement" by a Rhino dealer. The permanent injunction clearly states that Sport Court may request that Rhino send a letter to an alleged infringer after six weeks of the original notification. The permanent injunction also states that Rhino shall send a letter to the alleged infringer if Sport Court is unable to resolve the matter six week after its first request to Rhino.

www.tnw.com

8180 South 700 East · Suite 200 · Sandy, Utah 84070-0562 · 801.566.6633 · f. 801.566.0750 · patlaw@tnw.com | U.S. Mailing Address: P.O. Box 1219 · Sandy, Utah 84081-1219

The Team Approach to Premier Performance™

Your client's duty and obligation to respond to Sport Court's correspondence in this regard is not optional. Accordingly, we must insist that you send a letter to Mr. Rozzi pursuant to the terms of the permanent injunction and copy us on that correspondence.

Third, we have recently observed infringing uses of the SPORT COURT® mark by your client, Rhino Sports, in violation of the permanent injunction. Those uses are located on your client's website and on the Internet in connection with advertisements for "Rhino Sport Court" franchises and on the website www.keyaccess.com. We have attached examples of these uses to this correspondence for your convenience.


We demand that your client immediately remove any and all reference to the SPORT COURT® mark, including the term "multi sport court" from its website and cease use of the SPORT COURT® mark in connection with your client's franchising efforts. Your client's failure to abide by the terms of the permanent injunction is disconcerting. If the above matters are not resolved by March 20, 2006, Sport Court will be forced to seek an Order for Contempt of Court.

Sport Court will no longer tolerate your client's failure to abide by the terms of the settlement agreement and the permanent injunction. In the event Sport Court is forced to continue policing your client's activities, Sport Court will be forced to seek full redress from the Court including all past fees and expenses related to its enforcement of the agreement.

We have also recently observed that your client is using the mark COURT BUILDER™ mark on its website for designing recreational courts. Sport Court has filed application for the trademark COURT BUILDER™ for use in connection with a variety of products, including online interactive software for customizing and designing recreational courts and athletic courts. Your client's use of the COURT BUILDER™ mark in connection with its goods and services is likely to cause confusion, mistake, and to deceive consumers. As such, we demand that your client cease any and all use of Sport Court's COURT BUILDER™ mark.

If you have any questions regarding these matters, please contact me.

Sincerely,

THORPE NORTH & WESTERN L.L.P.

Peter M. de Jonge

PMD/JHH/jj

cc: Ronald A. Yokubison, Connor Sport Court International, Inc.

EXHIBIT J

[Sign in](#)

[Google](#)
[Web Images](#)
[Video](#)
[News](#)
[Maps](#)
[more »](#)

sport court

[Advanced Search Preferences](#)

Web

Results 1 - 10 of about 2,580,000 for **sport court**. (0.11 seconds)

SnapSports Outdoor Courts

www.SnapSports.com

The Court For Your Game -USA Made The Family Who Created The Industry [Sponsored Links](#)

Rhino Courts Flooring

www.RhinoCourts.com

Custom design the backyard court today from the name you can trust!

Sport Court California

www.sportct.com

No. California's Largest Game Court, Tennis and Putting Green Builder

Sport Court International

Sport Court International manufactures and installs back yard game courts for your homes to play basketball, tennis, roller hockey and volleyball on.

www.sportcourt.com/ - 12k - Cached - Similar pages

[Back Yard Game Courts - www.sportcourt.com/gc.html](http://www.sportcourt.com/gc.html)

[Athletic Surfaces - www.sportcourt.com/gsf.html](http://www.sportcourt.com/gsf.html)

[In-Home Flooring - www.sportcourt.com/ihf.html](http://www.sportcourt.com/ihf.html)

[Sport Court, Inc. - contactus.sportcourt.com/default.aspx?cURL=sportcourt](http://www.sportcourt.com/ihf.html)

More results from www.sportcourt.com »

Sport Court® 2005

What the World Plays On.

sportct.com/ - 6k - Cached - Similar pages

Sport Court of Iowa Home Page

Sport Court of Iowa provides sports flooring, AAI sports and gymnasium equipment, Snaplock portable dance floors and rubber weight room flooring.

www.sportcourtofowa.com/ - 20k - Cached - Similar pages

Sport Court Los Angeles

Manufactures sports flooring including game courts, putting greens and surfaces for volleyball, basketball, and tennis; includes contacts.

www.sportcourtia.com/ - 18k - Cached - Similar pages

Sport Court Los Angeles - Basketball Court

[Sponsored Links](#)

Sport Court

Bargain Prices. Smart Deals. Save on **Sport Court!** Shopzilla.com

Sport Court

Your Online Outlet Store. Sporting Goods & Gear at 40%-80% Off. Overstock.com

American Garage Floor™

The Garage Floor Company -- Garage Pads, Mats, Tiles, Free Ship www.AmericanGarageFloor.com

Sport Court

Looking for **Sport Court?** Find exactly what you want today. www.eBay.com

Multi-Sport Game Courts

New Online Court Estimating Program Instant Design and Pricing Info www.GameCourts.Com

Backyard Sports Center @

Multi Sport Athletic Court Systems Do It Yourself Or Have Us Install! www.backyardsportscenter.com

Sport Court

Shop & Save - Sports Equipment Store Ratings. Consumer Reviews.

Create backyard memories with your own basketball court.

www.sportcourts.com/basketball.html - 34k - Cached - Similar pages

Tribunal Arbitral du Sport / TAS - CAS

TAS - CAS : Official Site of the Court of Arbitration for Sport. It contains the presentation, the code and the guide of the CAS.

www.tas-cas.org/ - 2k - Cached - Similar pages

Sport Court of Oregon

Builders of residential and commercial basketball and tennis courts and multi-use athletic flooring. Outdoor, indoor, greens. Free promotional video.

www.thehoopman.com/ - 6k - Cached - Similar pages

Sport Court, Game Courts, Deck Resurfacing, Serving Barrie ...

sport court is an all in one game court that allows you to play many games on one surface, tennis, basketball, hockey and more. Sport Court also is great ...

www.sportcourt.ca/ - 12k - Cached - Similar pages

Court-1 Sports - Court-1.com - Buy Gym Mats Tennis nets Hockey ...

Court-1 deserves school, college and Pro Gym to help them bought a quality service and sports equipment. We make all sports equipment and our professional ...

www.court-1.com/ - 27k - Cached - Similar pages

SPORTCOURTFLOORING.COM

www.sportcourtflooring.com/ - 1k - Cached - Similar pages

www.Shopping.com/Sports_Equipment

Court sport

Local and National Retailer Prices on Court sport

www.ShopLocal.com

[More Sponsored Links >](#)

Result Page: 1 2 3 4 5 6 7 8 9 10 **Next**

Try [Google Desktop](#): search your computer as easily as you search the web.

sport court

[Search within results](#) | [Language Tools](#) | [Search Tips](#) | [Dissatisfied?](#) [Help us improve](#)

[Google Home](#) - [Advertising Programs](#) - [Business Solutions](#) - [About Google](#)

©2006 Google