

1 Jeffrey R. Patterson, Esq. (State Bar No. 126148)  
Michael R. Adele, Esq. (State Bar No. 138339)  
2 Michael J. Holmes, Esq. (State Bar No. 199311)

3 ALLEN MATKINS LECK GAMBLE MALLORY & NATSIS LLP  
12348 High Bluff Drive, Suite 210  
4 San Diego, CA 92130  
Telephone: (858) 481-5055  
5 Facsimile: (858) 481-5028

6 Attorneys for Plaintiff/Counterdefendant  
ENTREPRENEUR MEDIA, INC.

7  
8 **UNITED STATES DISTRICT COURT**  
9 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

10 ENTREPRENEUR MEDIA, INC., )  
11 )  
12 ) Plaintiff, )  
13 )  
14 ) v. )  
15 )  
16 ) EYGN LIMITED; ERNST & YOUNG LLP; )  
17 ) and ERNST & YOUNG ADVISORY INC., )  
18 )  
19 ) Defendants. )  
20 )  
21 )  
22 )  
23 )  
24 )  
25 )  
26 )  
27 )  
28 )  
29 )  
30 )  
31 )  
32 )  
33 )  
34 )  
35 )  
36 )  
37 )  
38 )  
39 )  
40 )  
41 )  
42 )  
43 )  
44 )  
45 )  
46 )  
47 )  
48 )  
49 )  
50 )  
51 )  
52 )  
53 )  
54 )  
55 )  
56 )  
57 )  
58 )  
59 )  
60 )  
61 )  
62 )  
63 )  
64 )  
65 )  
66 )  
67 )  
68 )  
69 )  
70 )  
71 )  
72 )  
73 )  
74 )  
75 )  
76 )  
77 )  
78 )  
79 )  
80 )  
81 )  
82 )  
83 )  
84 )  
85 )  
86 )  
87 )  
88 )  
89 )  
90 )  
91 )  
92 )  
93 )  
94 )  
95 )  
96 )  
97 )  
98 )  
99 )  
100 )  
101 )  
102 )  
103 )  
104 )  
105 )  
106 )  
107 )  
108 )  
109 )  
110 )  
111 )  
112 )  
113 )  
114 )  
115 )  
116 )  
117 )  
118 )  
119 )  
120 )  
121 )  
122 )  
123 )  
124 )  
125 )  
126 )  
127 )  
128 )  
129 )  
130 )  
131 )  
132 )  
133 )  
134 )  
135 )  
136 )  
137 )  
138 )  
139 )  
140 )  
141 )  
142 )  
143 )  
144 )  
145 )  
146 )  
147 )  
148 )  
149 )  
150 )  
151 )  
152 )  
153 )  
154 )  
155 )  
156 )  
157 )  
158 )  
159 )  
160 )  
161 )  
162 )  
163 )  
164 )  
165 )  
166 )  
167 )  
168 )  
169 )  
170 )  
171 )  
172 )  
173 )  
174 )  
175 )  
176 )  
177 )  
178 )  
179 )  
180 )  
181 )  
182 )  
183 )  
184 )  
185 )  
186 )  
187 )  
188 )  
189 )  
190 )  
191 )  
192 )  
193 )  
194 )  
195 )  
196 )  
197 )  
198 )  
199 )  
200 )  
201 )  
202 )  
203 )  
204 )  
205 )  
206 )  
207 )  
208 )  
209 )  
210 )  
211 )  
212 )  
213 )  
214 )  
215 )  
216 )  
217 )  
218 )  
219 )  
220 )  
221 )  
222 )  
223 )  
224 )  
225 )  
226 )  
227 )  
228 )  
229 )  
230 )  
231 )  
232 )  
233 )  
234 )  
235 )  
236 )  
237 )  
238 )  
239 )  
240 )  
241 )  
242 )  
243 )  
244 )  
245 )  
246 )  
247 )  
248 )  
249 )  
250 )  
251 )  
252 )  
253 )  
254 )  
255 )  
256 )  
257 )  
258 )  
259 )  
260 )  
261 )  
262 )  
263 )  
264 )  
265 )  
266 )  
267 )  
268 )  
269 )  
270 )  
271 )  
272 )  
273 )  
274 )  
275 )  
276 )  
277 )  
278 )  
279 )  
280 )  
281 )  
282 )  
283 )  
284 )  
285 )  
286 )  
287 )  
288 )  
289 )  
290 )  
291 )  
292 )  
293 )  
294 )  
295 )  
296 )  
297 )  
298 )  
299 )  
300 )  
301 )  
302 )  
303 )  
304 )  
305 )  
306 )  
307 )  
308 )  
309 )  
310 )  
311 )  
312 )  
313 )  
314 )  
315 )  
316 )  
317 )  
318 )  
319 )  
320 )  
321 )  
322 )  
323 )  
324 )  
325 )  
326 )  
327 )  
328 )  
329 )  
330 )  
331 )  
332 )  
333 )  
334 )  
335 )  
336 )  
337 )  
338 )  
339 )  
340 )  
341 )  
342 )  
343 )  
344 )  
345 )  
346 )  
347 )  
348 )  
349 )  
350 )  
351 )  
352 )  
353 )  
354 )  
355 )  
356 )  
357 )  
358 )  
359 )  
360 )  
361 )  
362 )  
363 )  
364 )  
365 )  
366 )  
367 )  
368 )  
369 )  
370 )  
371 )  
372 )  
373 )  
374 )  
375 )  
376 )  
377 )  
378 )  
379 )  
380 )  
381 )  
382 )  
383 )  
384 )  
385 )  
386 )  
387 )  
388 )  
389 )  
390 )  
391 )  
392 )  
393 )  
394 )  
395 )  
396 )  
397 )  
398 )  
399 )  
400 )  
401 )  
402 )  
403 )  
404 )  
405 )  
406 )  
407 )  
408 )  
409 )  
410 )  
411 )  
412 )  
413 )  
414 )  
415 )  
416 )  
417 )  
418 )  
419 )  
420 )  
421 )  
422 )  
423 )  
424 )  
425 )  
426 )  
427 )  
428 )  
429 )  
430 )  
431 )  
432 )  
433 )  
434 )  
435 )  
436 )  
437 )  
438 )  
439 )  
440 )  
441 )  
442 )  
443 )  
444 )  
445 )  
446 )  
447 )  
448 )  
449 )  
450 )  
451 )  
452 )  
453 )  
454 )  
455 )  
456 )  
457 )  
458 )  
459 )  
460 )  
461 )  
462 )  
463 )  
464 )  
465 )  
466 )  
467 )  
468 )  
469 )  
470 )  
471 )  
472 )  
473 )  
474 )  
475 )  
476 )  
477 )  
478 )  
479 )  
480 )  
481 )  
482 )  
483 )  
484 )  
485 )  
486 )  
487 )  
488 )  
489 )  
490 )  
491 )  
492 )  
493 )  
494 )  
495 )  
496 )  
497 )  
498 )  
499 )  
500 )  
501 )  
502 )  
503 )  
504 )  
505 )  
506 )  
507 )  
508 )  
509 )  
510 )  
511 )  
512 )  
513 )  
514 )  
515 )  
516 )  
517 )  
518 )  
519 )  
520 )  
521 )  
522 )  
523 )  
524 )  
525 )  
526 )  
527 )  
528 )  
529 )  
530 )  
531 )  
532 )  
533 )  
534 )  
535 )  
536 )  
537 )  
538 )  
539 )  
540 )  
541 )  
542 )  
543 )  
544 )  
545 )  
546 )  
547 )  
548 )  
549 )  
550 )  
551 )  
552 )  
553 )  
554 )  
555 )  
556 )  
557 )  
558 )  
559 )  
560 )  
561 )  
562 )  
563 )  
564 )  
565 )  
566 )  
567 )  
568 )  
569 )  
570 )  
571 )  
572 )  
573 )  
574 )  
575 )  
576 )  
577 )  
578 )  
579 )  
580 )  
581 )  
582 )  
583 )  
584 )  
585 )  
586 )  
587 )  
588 )  
589 )  
590 )  
591 )  
592 )  
593 )  
594 )  
595 )  
596 )  
597 )  
598 )  
599 )  
600 )  
601 )  
602 )  
603 )  
604 )  
605 )  
606 )  
607 )  
608 )  
609 )  
610 )  
611 )  
612 )  
613 )  
614 )  
615 )  
616 )  
617 )  
618 )  
619 )  
620 )  
621 )  
622 )  
623 )  
624 )  
625 )  
626 )  
627 )  
628 )  
629 )  
630 )  
631 )  
632 )  
633 )  
634 )  
635 )  
636 )  
637 )  
638 )  
639 )  
640 )  
641 )  
642 )  
643 )  
644 )  
645 )  
646 )  
647 )  
648 )  
649 )  
650 )  
651 )  
652 )  
653 )  
654 )  
655 )  
656 )  
657 )  
658 )  
659 )  
660 )  
661 )  
662 )  
663 )  
664 )  
665 )  
666 )  
667 )  
668 )  
669 )  
670 )  
671 )  
672 )  
673 )  
674 )  
675 )  
676 )  
677 )  
678 )  
679 )  
680 )  
681 )  
682 )  
683 )  
684 )  
685 )  
686 )  
687 )  
688 )  
689 )  
690 )  
691 )  
692 )  
693 )  
694 )  
695 )  
696 )  
697 )  
698 )  
699 )  
700 )  
701 )  
702 )  
703 )  
704 )  
705 )  
706 )  
707 )  
708 )  
709 )  
710 )  
711 )  
712 )  
713 )  
714 )  
715 )  
716 )  
717 )  
718 )  
719 )  
720 )  
721 )  
722 )  
723 )  
724 )  
725 )  
726 )  
727 )  
728 )  
729 )  
730 )  
731 )  
732 )  
733 )  
734 )  
735 )  
736 )  
737 )  
738 )  
739 )  
740 )  
741 )  
742 )  
743 )  
744 )  
745 )  
746 )  
747 )  
748 )  
749 )  
750 )  
751 )  
752 )  
753 )  
754 )  
755 )  
756 )  
757 )  
758 )  
759 )  
760 )  
761 )  
762 )  
763 )  
764 )  
765 )  
766 )  
767 )  
768 )  
769 )  
770 )  
771 )  
772 )  
773 )  
774 )  
775 )  
776 )  
777 )  
778 )  
779 )  
780 )  
781 )  
782 )  
783 )  
784 )  
785 )  
786 )  
787 )  
788 )  
789 )  
790 )  
791 )  
792 )  
793 )  
794 )  
795 )  
796 )  
797 )  
798 )  
799 )  
800 )  
801 )  
802 )  
803 )  
804 )  
805 )  
806 )  
807 )  
808 )  
809 )  
810 )  
811 )  
812 )  
813 )  
814 )  
815 )  
816 )  
817 )  
818 )  
819 )  
820 )  
821 )  
822 )  
823 )  
824 )  
825 )  
826 )  
827 )  
828 )  
829 )  
830 )  
831 )  
832 )  
833 )  
834 )  
835 )  
836 )  
837 )  
838 )  
839 )  
840 )  
841 )  
842 )  
843 )  
844 )  
845 )  
846 )  
847 )  
848 )  
849 )  
850 )  
851 )  
852 )  
853 )  
854 )  
855 )  
856 )  
857 )  
858 )  
859 )  
860 )  
861 )  
862 )  
863 )  
864 )  
865 )  
866 )  
867 )  
868 )  
869 )  
870 )  
871 )  
872 )  
873 )  
874 )  
875 )  
876 )  
877 )  
878 )  
879 )  
880 )  
881 )  
882 )  
883 )  
884 )  
885 )  
886 )  
887 )  
888 )  
889 )  
890 )  
891 )  
892 )  
893 )  
894 )  
895 )  
896 )  
897 )  
898 )  
899 )  
900 )  
901 )  
902 )  
903 )  
904 )  
905 )  
906 )  
907 )  
908 )  
909 )  
910 )  
911 )  
912 )  
913 )  
914 )  
915 )  
916 )  
917 )  
918 )  
919 )  
920 )  
921 )  
922 )  
923 )  
924 )  
925 )  
926 )  
927 )  
928 )  
929 )  
930 )  
931 )  
932 )  
933 )  
934 )  
935 )  
936 )  
937 )  
938 )  
939 )  
940 )  
941 )  
942 )  
943 )  
944 )  
945 )  
946 )  
947 )  
948 )  
949 )  
950 )  
951 )  
952 )  
953 )  
954 )  
955 )  
956 )  
957 )  
958 )  
959 )  
960 )  
961 )  
962 )  
963 )  
964 )  
965 )  
966 )  
967 )  
968 )  
969 )  
970 )  
971 )  
972 )  
973 )  
974 )  
975 )  
976 )  
977 )  
978 )  
979 )  
980 )  
981 )  
982 )  
983 )  
984 )  
985 )  
986 )  
987 )  
988 )  
989 )  
990 )  
991 )  
992 )  
993 )  
994 )  
995 )  
996 )  
997 )  
998 )  
999 )  
1000 )

Case No. SACV08-0608 DOC

**ANSWER TO COUNTERCLAIMS  
OF EYGN LIMITED AND ERNST  
& YOUNG LLP**

**DEMAND FOR JURY TRIAL**

1 Plaintiff/Counterdefendant Entrepreneur Media, Inc. ("Entrepreneur Media") hereby  
2 answers the Counterclaims (the "Counterclaims") of EYGN Limited and Ernst and Young LLP as  
3 follows:

4 1. With regard to paragraph 1 of the Counterclaims, Entrepreneur Media admits that  
5 the ENTREPRENEUR OF THE YEAR mark is registered with the United States Patent and  
6 Trademark Office. Except as so expressly admitted, Entrepreneur® Magazine lacks sufficient  
7 information and belief to admit and, on that basis, denies the remaining averments in said  
8 paragraph.

9 2. With regard to paragraph 2 of the Counterclaims, Entrepreneur Media admits that it  
10 in 2008 it launched (and is still conducting) Entrepreneur® Magazine's Entrepreneur® OF THE  
11 YEAR contest. Except as so expressly admitted, Entrepreneur® Magazine lacks sufficient  
12 information and belief to admit and, on that basis, denies the remaining averments in said  
13 paragraph.

14 3. With regard to paragraph 3 of the Counterclaims, Entrepreneur Media admits that:  
15 (a) it previously contemplated holding an entrepreneur of the year contest, decided not to hold the  
16 contest at that time and received a letter from one or more of Counterclaimant's objecting to  
17 Entrepreneur Media holding such a contest; and (b) Entrepreneur Media is currently in the process  
18 of holding Entrepreneur® Magazine's 2008 Entrepreneur® OF THE YEAR contest and rejects  
19 Counterclaimants demands that it change the name of the contest. Except as so expressly  
20 admitted, Entrepreneur® Magazine lacks sufficient information and belief to admit and, on that  
21 basis, denies the remaining averments in said paragraph.

22 4. With regard to paragraph 4 of the Counterclaims, Entrepreneur Media admits that  
23 Counterclaimants have brought the present Counterclaims and seek the relief requested therein.  
24 Except as so expressly admitted, Entrepreneur® Magazine lacks sufficient information and belief  
25 to admit and, on that basis, denies the remaining averments in said paragraph.

26 5. With regard to paragraph 5 of the Counterclaims, Entrepreneur Media admits that  
27 EYGN is a company incorporated in the Bahamas. Except as so expressly admitted,  
28

1 Entrepreneur® Magazine lacks sufficient information and belief to admit and, on that basis, denies  
2 the remaining averments in said paragraph.

3 6. With regard to paragraph 6 of the Counterclaims, Entrepreneur Media lacks  
4 sufficient information and belief to admit and, on that basis, denies the averments in said  
5 paragraph.

6 7. With regard to paragraph 7 of the Counterclaims, Entrepreneur Media admits the  
7 averments in said paragraph.

8 8. With regard to paragraph 8 of the Counterclaims, Entrepreneur Media admits the  
9 averments in said paragraph.

10 9. With regard to paragraph 9 of the Counterclaims, Entrepreneur Media admits the  
11 averments in said paragraph.

12 10. With regard to paragraph 10 of the Counterclaims, Entrepreneur Media admits the  
13 averments in said paragraph.

14 11. With regard to paragraph 11 of the Counterclaims, Entrepreneur Media lacks  
15 sufficient information and belief to admit and, on that basis, denies the averments in said  
16 paragraph.

17 12. With regard to paragraph 12 of the Counterclaims, Entrepreneur Media lacks  
18 sufficient information and belief to admit and, on that basis, denies the averments in said  
19 paragraph.

20 13. With regard to paragraph 13 of the Counterclaims, Entrepreneur Media lacks  
21 sufficient information and belief to admit and, on that basis, denies the averments in said  
22 paragraph.

23 14. With regard to paragraph 14 of the Counterclaims, Entrepreneur Media lacks  
24 sufficient information and belief to admit and, on that basis, denies the averments in said  
25 paragraph.

26 15. With regard to paragraph 15 of the Counterclaims, Entrepreneur Media lacks  
27 sufficient information and belief to admit and, on that basis, denies the averments in said  
28 paragraph.

1           16.     With regard to paragraph 16 of the Counterclaims, Entrepreneur Media lacks  
2 sufficient information and belief to admit and, on that basis, denies the averments in said  
3 paragraph.

4           17.     With regard to paragraph 17 of the Counterclaims, Entrepreneur Media lacks  
5 sufficient information and belief to admit and, on that basis, denies the averments in said  
6 paragraph.

7           18.     With regard to paragraph 18 of the Counterclaims, Entrepreneur Media lacks  
8 sufficient information and belief to admit and, on that basis, denies the averments in said  
9 paragraph.

10          19.     With regard to paragraph 19 of the Counterclaims, Entrepreneur Media lacks  
11 sufficient information and belief to admit and, on that basis, denies the averments in said  
12 paragraph.

13          20.     With regard to paragraph 20 of the Counterclaims, said paragraph contains no  
14 averments, but rather allegations of law to which no response is necessary; however, to the extent  
15 said paragraph contains any averments, Entrepreneur Media lacks sufficient information and belief  
16 to admit and, on that basis, denies the averments in said paragraph.

17          21.     With regard to paragraph 21 of the Counterclaims, Entrepreneur Media admits the  
18 averments in said paragraph.

19          22.     With regard to paragraph 22 of the Counterclaims, Entrepreneur Media admits that  
20 it publishes Entrepreneur® Magazine monthly, through which it disseminates information about  
21 and of interest to small- and medium-sized businesses, their owners and would-be owners. Except  
22 as so expressly admitted, Entrepreneur® Magazine denies the remaining averments in said  
23 paragraph.

24          23.     With regard to paragraph 23 of the Counterclaims, Entrepreneur Media admits that  
25 it received a letter dated January 12, 1994 and sent the letter dated January 21, 1994, which are  
26 attached as Exhibit 2 to the Counterclaims. Except as so expressly admitted, Entrepreneur Media  
27 lacks sufficient information and belief to admit and, on that basis, denies the remaining averments  
28 in said paragraph.

1           24.     With regard to paragraph 24 of the Counterclaims, Entrepreneur Media admits that  
2 it recently launched a new contest called Entrepreneur® Magazine's 2008 Entrepreneur® OF THE  
3 YEAR, that nominations for the contest were accepted through June 30, 2008, and that Exhibit 3  
4 to the Counterclaims is a copy of a press release concerning Entrepreneur Media's contest. Except  
5 as so expressly admitted, Entrepreneur Media lacks sufficient information and belief to admit and,  
6 on that basis, denies the remaining averments in said paragraph.

7           25.     With regard to paragraph 25 of the Counterclaims, Entrepreneur Media admits that  
8 Entrepreneur® Magazine's 2008 Entrepreneur® OF THE YEAR contest seeks nominations from  
9 the business community to find those who best exemplify the entrepreneurial spirit. Except as so  
10 expressly admitted, Entrepreneur Media lacks sufficient information and belief to admit and, on  
11 that basis, denies the remaining averments in said paragraph.

12          26.     With regard to paragraph 26 of the Counterclaims, Entrepreneur Media denies the  
13 averments in said paragraph.

14          27.     With regard to paragraph 27 of the Counterclaims, Entrepreneur Media admits that  
15 it is continuing to hold Entrepreneur® Magazine's 2008 Entrepreneur® OF THE YEAR contest.  
16 Except as so expressly admitted, Entrepreneur Media denies the remaining averments in said  
17 paragraph.

18          28.     With regard to paragraph 28 of the Counterclaims, said paragraph contains no  
19 averments, but rather allegations of law to which no response is necessary; however, to the extent  
20 said paragraph contains any averments, Entrepreneur Media lacks sufficient information and belief  
21 to admit and, on that basis, denies the averments in said paragraph.

22          29.     With regard to paragraph 29 of the Counterclaims, said paragraph contains no  
23 averments, but rather allegations of law to which no response is necessary; however, to the extent  
24 said paragraph contains any averments, Entrepreneur Media lacks sufficient information and belief  
25 to admit and, on that basis, denies the averments in said paragraph.

26          30.     With regard to paragraph 30 of the Counterclaims, said paragraph contains no  
27 averments, but rather allegations of law to which no response is necessary; however, to the extent  
28

1 said paragraph contains any averments, Entrepreneur Media lacks sufficient information and belief  
2 to admit and, on that basis, denies the averments in said paragraph.

3 31. With regard to paragraph 31 of the Counterclaims, Entrepreneur Media repeats and  
4 realleges paragraphs 1 through 30 above as if fully set forth herein.

5 32. With regard to paragraph 32 of the Counterclaims, Entrepreneur Media lacks  
6 sufficient information and belief to admit and, on that basis, denies the averments in said  
7 paragraph.

8 33. With regard to paragraph 33 of the Counterclaims, Entrepreneur Media denies the  
9 averments in said paragraph.

10 34. With regard to paragraph 34 of the Counterclaims, Entrepreneur Media denies the  
11 averments in said paragraph.

12 35. With regard to paragraph 35 of the Counterclaims, Entrepreneur Media denies the  
13 averments in said paragraph.

14 36. With regard to paragraph 36 of the Counterclaims, Entrepreneur Media denies the  
15 averments in said paragraph.

16 37. With regard to paragraph 37 of the Counterclaims, Entrepreneur Media repeats and  
17 realleges paragraphs 1 through 36 above as if fully set forth herein.

18 38. With regard to paragraph 38 of the Counterclaims, Entrepreneur Media denies the  
19 averments in said paragraph.

20 39. With regard to paragraph 39 of the Counterclaims, Entrepreneur Media denies the  
21 averments in said paragraph.

22 40. With regard to paragraph 40 of the Counterclaims, Entrepreneur Media repeats and  
23 realleges paragraphs 1 through 39 above as if fully set forth herein.

24 41. With regard to paragraph 41 of the Counterclaims, Entrepreneur Media denies the  
25 averments in said paragraph.

26 42. With regard to paragraph 42 of the Counterclaims, Entrepreneur Media denies the  
27 averments in said paragraph.

28

1           43.     With regard to paragraph 43 of the Counterclaims, Entrepreneur Media denies the  
2 averments in said paragraph.

3           44.     With regard to paragraph 44 of the Counterclaims, Entrepreneur Media repeats and  
4 realleges paragraphs 1 through 43 above as if fully set forth herein.

5           45.     With regard to paragraph 45 of the Counterclaims, Entrepreneur Media denies the  
6 averments in said paragraph.

7           46.     With regard to paragraph 46 of the Counterclaims, Entrepreneur Media denies the  
8 averments in said paragraph.

9           47.     With regard to paragraph 47 of the Counterclaims, Entrepreneur Media denies the  
10 averments in said paragraph.

11          48.     With regard to paragraph 48 of the Counterclaims, Entrepreneur Media denies the  
12 averments in said paragraph.

13          49.     With regard to paragraph 49 of the Counterclaims, Entrepreneur Media repeats and  
14 realleges paragraphs 1 through 48 above as if fully set forth herein.

15          50.     With regard to paragraph 50 of the Counterclaims, Entrepreneur Media denies the  
16 averments in said paragraph.

17          51.     With regard to paragraph 51 of the Counterclaims, Entrepreneur Media denies the  
18 averments in said paragraph.

19          52.     With regard to paragraph 52 of the Counterclaims, Entrepreneur Media denies the  
20 averments in said paragraph.

21          53.     With regard to paragraph 53 of the Counterclaims, Entrepreneur Media denies the  
22 averments in said paragraph.

23          54.     With regard to paragraph 54 of the Counterclaims, Entrepreneur Media denies the  
24 averments in said paragraph.

25  
26  
27  
28

1 **AFFIRMATIVE DEFENSES**

2 **First Affirmative Defense**

3 (Failure to State a Claim)

4 55. The Countercomplaint and each of the counterclaims therein fail to state a claim  
5 upon which relief may be granted.

6 **Second Affirmative Defense**

7 (Trademark Generic)

8 56. Counterclaimants are barred from recovery upon their Countercomplaint and each  
9 of the counterclaims therein because Counterclaimants' registered ENTREPRENEUR OF THE  
10 YEAR trademark is generic when used in connection with entrepreneur of the year awards  
11 ceremony and, therefore, entitled to no trademark protection and their mark should be cancelled  
12 and/or held unenforceable.

13 **Third Affirmative Defense**

14 (Trademark Misuse)

15 57. Counterclaimants are barred from recovery upon their Countercomplaint and each  
16 of the counterclaims therein because Counterclaimants are misusing the registered  
17 ENTREPRENEUR OF THE YEAR trademark in an attempt to obtain a monopoly over  
18 entrepreneur of the year awards ceremonies and, therefore, their mark should be cancelled and/or  
19 held unenforceable.

20 **Fifth Affirmative Defense**

21 (Abandonment/Failure to Diligently Police Trademark)

22 58. Counterclaimants are barred from recovery upon their Countercomplaint and each  
23 of the counterclaims therein because Counterclaimants failed to diligently police their registered  
24 ENTREPRENEUR OF THE YEAR trademark.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Fourth Affirmative Defense**

(Unclean Hands)

59. Counterclaimants are barred from recovery upon their Countercomplaint and each of the counterclaims therein because Counterclaimants' own improper conduct and/or unclean hands bars recovery.

**Fifth Affirmative Defense**

(Lack of Standing)

60. Counterclaimants lack standing to challenge and/or seek cancellation of trademarks owned by Plaintiff, especially trademarks that are not asserted by Plaintiff as an excuse and/or justification for the alleged infringing conduct.

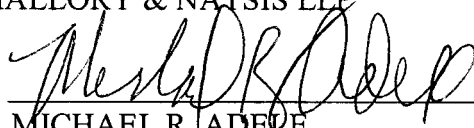
**PRAYER FOR RELIEF**

WHEREFOR, Counterdefendant prays for judgment a follows:

- A. That Counterclaimants take nothing through their Countercomplaint;
- B. That Counterdefendant be awarded its attorneys' fees and costs in this civil action;
- C. That Counterdefendant be awarded statutory costs; and
- D. For such other and further relief as the Court deems just and proper.

Dated: October 14, 2008

ALLEN MATKINS LECK GAMBLE  
MALLORY & NATSIS LLP

By:   
MICHAEL R. ADELE  
Attorneys for Plaintiff/Counterdefendant  
ENTREPRENEUR MEDIA, INC.


1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**DEMAND FOR JURY TRIAL**

Plaintiff/Counterdefendant Entrepreneur Media, Inc. hereby demands a trial by jury on all claims and issues so triable.

Dated: October 14, 2008

ALLEN MATKINS LECK GAMBLE  
MALLORY & NATSIS LLP

By:   
MICHAEL R. ADELE  
Attorneys for Plaintiff/Counterdefendant  
ENTREPRENEUR MEDIA, INC.