

1 AKEEM O. BROWN
2 7506 HOLLY STREET
3 OAKLAND, CA 94621
4 EMAIL: akeembrown@gmail.com
5 TEL: (415) 684-0505

E. King

FILED
APR 27 2012
RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND

IFP
NP
ADR

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

C12-02113
CASE NO.

10 AKEEM O. BROWN

11 Plaintiff,

12 v.

COMPLAINT FOR TRADEMARK
13 INFRINGEMENT, TRADEMARK
14 DILUTION, UNFAIR COMPETITION,
AND INJURY TO BUSINESS
REPUTATION

DEMAND FOR JURY TRIAL

15 SHAWN DAVID GREEN, BRENDON KENSEL,
16 MONTE GIBBS, GREENFLY MEDIA
NETWORK, LLC. and DOES 1-10

17 Defendants.

18
19 Plaintiff, AKEEM BROWN, in pro per, as and for my complaint against Defendants,
20 SHAWN GREEN, BRENDON KENSEL, MONTE GIBBS, and GREENFLY MEDIA NETWORK, LLC.
21 (hereinafter collectively referred to as "Defendants" or individually by Last Name), alleges as follows:
22
23
24

25 JURISDICTION AND VENUE

26
27 infringement/false endorsement, federal trademark dilution, and federal statutory unfair competition under the
28

COMPLAINT FOR TRADEMARK INFRINGEMENT, TRADEMARK DILUTION, UNFAIR COMPETITION, INJURY TO BUSINESS
REPUTATION

1 Lanham Act, 15 U.S.C. § 1051, et seq. (the“Lanham Act”), and specifically 15 U.S.C. § 1125, and California
2 state common law trademark infringement, injury to business reputation and interference with prospective
3 economic advantage, and statutory unfair competition.
4

5 2. This court has original subject matter jurisdiction over the federal claims in this action pursuant to
6 28 U.S.C. § 1331, 28 U.S.C. §§ 1338(a) and (b), and 15 U.S.C. § 1121 and supplemental jurisdiction over the
7 state law claims pursuant to 28 U.S.C. § 1367(a).
8

9
10 3. This court has personal jurisdiction over the Defendants, all of whom, on information and belief, reside
11 in the state of California. In addition defendants do business in the state of California and have appeared in
12 public as “Jock Talk” within the state, and events giving rise to the cause of action have occurred within
13 California.
14

15 4. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391(b), in that, on information and belief, all
16 Defendants reside within the State of California. Additionally the principal events complained of have and will
17 occur in this District.
18

19
20 NATURE OF ACTION
21

22 5. This is an action for preliminary and permanent injunctive relief and damages arising from Defendants’
23 infringement of Federal and California state statutory and common law rights of Plaintiff AKEEM BROWN
24 and my common law trademark of my website name “Jocks Talk”. Plaintiff is the founder, creative director,
25 and lead content manager for the sports social networking website “Jocks Talk”.
26
27
28

1 Throughout the websites existence, I have been the primary creative director of the website. I registered the
2 domain name, designed the logo, determined the websites layout and functionality, negotiated and signed all of
3 its marketing contracts, and determined the websites creative direction. I edited and directed all of the
4 websites videos and wrote all of the websites published articles. I have been the original and sole content
5 manager and promoter of the website throughout its existence. I am also the sole individual to exercise control
6 over the quality of the websites service. Accordingly, I am the owner of the common law trademark in the
7 name "Jocks Talk"
8

9
10 6. The individual Defendants, SHAWN GREEN, BRENDON KENSEL, MONTE GIBBS and
11 GREENFLY MEDIA NETWORK, LLC., seek to promote and market a website as "Jock Talk" (attached
12 hereto as exhibit B), without my consent. This is confusingly and deceptively similar to my "Jocks Talk" mark
13 (attached hereto as exhibit A), and also constitutes a reproduction or imitation thereof. Defendants have
14 recently announced that they will launch the website "Jock Talk". By promoting and announcing their intent to
15 launch a website under the name "Jock Talk", Defendants have infringed upon and diluted the value of the
16 trademark rights I own.
17

18
19 7. Defendants SHAWN GREEN AND BRENDON KENSEL are believed to be the co-founders of the
20 Defendant GREENFLY MEDIA NETWORK, LLC. Defendant GREENFLY MEDIA NETWORK, LLC., acts
21 as a management company marketing promoting and raising capital for the individual Defendants as "Jock
22 Talk", without my consent. GREENFLY MEDIA NETWORK, LLC., is a California Corporation with a
23 principal place of business in Newport Beach, CA. GREENFLY MEDIA NETWORK, LLC., has assisted and
24 profited from the individual defendants infringement and dilution of my common law trademark, and has
25 assisted and profited from individual defendants attempt to wrongfully and willfully injure my business
26 reputation and ability to contract.
27

28 PARTIES

1 8. Plaintiff Akeem Brown is the founder and creative director of the website Jocks Talk. I founded the
2 website in 2007. It was originally called "ProAthlete TV" until the name was changed to "JocksTalk" on
3 February 28, 2009(attached hereto as exhibit C). The name was changed to incorporate athletes from all levels
4 of competition, male or female into the websites content. Over the past five years the website has experienced
5 astonishing success, and also faced difficult challenges. Through both success and difficulty, I have been the
6 sole creative director and content manager of the website.

7
8
9 9. On September 4, 2010, Defendant GREENFLY MEDIA NETWORK, LLC., registered the domain name
10 "Jock Talk" (attached hereto as exhibit D), without my knowledge, and are currently using the name
11 "Jock Talk", without my consent.

12
13 10. Defendant GREENFLY MEDIA NETWORK, LLC., acts as a management company marketing
14 promoting and raising capital for the individual Defendants as "Jock Talk", without my consent. GREENFLY
15 MEDIA NETWORK, LLC., is a California Corporation with a principal place of business in Newport Beach,
16 CA. GREENFLY MEDIA NETWORK, LLC., has assisted and profited from the individual defendants
17 infringement and dilution of my common law trademark, and has assisted and profited from individual
18 defendants attempt to wrongfully and willfully injure my business reputation and ability to contract.

19
20
21 11. I am unaware of the true names and identities of DOES 1 through 10, inclusive, and therefore sues these
22 defendants by such fictitious names. I will amend this complaint to allege their true names and capacities when
23 ascertained. I am informed and believe and therefore allege that each of the fictitiously named defendants is
24 responsible in some manner for the occurrences herein alleged, and my injuries herein alleged were
25 proximately caused by such by such defendants. These fictitiously named defendants along with the
26 defendants named above, are herein referred to collectively as "Defendants:"

FACTS COMMON TO ALL CLAIMS

1
2 12. Plaintiff Akeem Brown is the founder and sole creative director of the website “Jocks Talk”. From the
3 websites inception, I exerted creative control over the website, coined the name, I registered the domain name,
4 designed the logo, determined the websites layout and functionality, negotiated and signed all of its marketing
5 contracts, and determined the websites creative direction. I edited and directed all of the websites videos and
6 wrote all of the websites published articles. I have been the original and sole content manager and promoter of
7 the website throughout its existence. I am also the sole individual to exercise control over the quality of the
8 websites services. I have continuously been the websites sole content manager and creative director of the
9 website. Until recently there had never been a “Jocks Talk” without Akeem Brown, who is undeniably the face
10 and voice of the website, and indisputably owns the trademark to the name.
11

12
13 13. I started the website in 2007 under the name “ProAthlete TV” and later changed the name to “Jocks
14 Talk” in February 28, 2009.
15

16 14. I spent the next year growing the “ Jocks Talk” following, and establishing a dominate web presence
17 by redesigning the website and adding new functionality, to give website visitors a more user friendly
18 experience. I created social networking profiles on twitter, Facebook, the bleacher report, YouTube, viddler,
19 livestream, and many others.
20

21
22 15. In July of 2010, “Jocks Talk” gained mainstream notoriety and tons public feedback after announcing the
23 worlds, first professional athlete hosted “live video chat on Facebook”. The first live video broadcast aired
24 simultaneously on my website “Jocks Talk” and on the “Jocks Talk” Facebook fan page.
25

26 16. On September 4, 2010, Defendants registered the domain name “Jock Talk”, without my knowledge nor
27 consent.
28

1 17. In January 2012, I was informed that someone was infringing upon my mark "Jocks Talk" and call it
2 "Jock Talk", and that their intent, and concept for the website and the website description was strikingly
3 similar to "Jocks Talk".
4

5 18. On March 12, 2012, I sent the Defendants a "Cease and Desist" letter (attached hereto as exhibit E)
6 informing them of their infringement upon my common law trademark rights via certified U.S. mail,
7 Defendants did not accept.
8

9 19. On March 19, 2012, I sent the Defendants a second "Cease and Desist" letter (attached hereto as exhibit
10 F), notifying them of their infringement upon my common law trademark rights via certified U.S. mail,
11 Defendants did accept, but did not respond to my demands.
12

13 20. On March 20, 2012, I visited the website "Jock Talk", to discover, the Defendants had removed their
14 contact and identifying information, in an attempt to be evasive.
15

16 21. On March 21, 2012, I sent the Defendants a third "Cease and Desist" letter (attached hereto as exhibit
17 G), notifying them of their infringement upon my common law trademark rights via certified U.S. mail,
18 Defendants did not accept, and did not cease to promote and market themselves as "Jock Talk", nor respond
19 to my demands.
20

21 22. On March 29, 2012, Defendants announced that they would be launching a website named "Jock Talk",
22 at the Demo conference at the Silicone Valley, CA Hyatt Regency Hotel, on April 17, 2012 through April 19,
23 2012. The defendants' launch of the website will irretrievably alter the public's sense as to the creative
24 direction and concept of my website "Jocks Talk", tarnishing and diluting the trademark reputation, and
25 goodwill that I have developed over the past five years. On April 19, 2012 at or around 11:35AM, Defendants
26
27
28

1 SHAWN GREEN and BRENDON KENSEL did a public presentation at DEMO by Venture Beat at the Hyatt
2 Regency Santa Clara, CA, and launched their website to the public as “Jock Talk”, despite several attempts I
3 made to notify defendants. On April 19, 2012, at 12:30PM in Santa Clara, CA., I personally served Defendant
4 Shawn Green with a notice to “Cease and Desist”. Defendants have yet to respond and have continued to
5 dilute and infringe upon my common law trademark “Jocks Talk”.
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(ATTACHED HERETO AS EXHIBIT H)

23. Defendants market and promote their content and advertising products to the same types of wholesale, retail and distribution channels and to the same classes of purchasers as my products and services.

24. Defendants wrongful use of my mark is likely to cause confusion, mistake, or deception in the minds of the public, and will result in the dilution and tarnishment of the mark. Defendants infringement constitutes a willful and malicious violation of my trademark rights, aimed at preventing me from continuing to build a business around a mark that I have long possessed and depriving me of nearly six years of goodwill.

25. Defendants do not own the trademark to the name “Jock Talk”. It is well settled in the Ninth Circuit that, with respect to a trademark dispute over ownership of a mark, “a person who remains continuously involved with the group and is in a position to control the quality of its services retains the right to use the mark”. *Robi v. Reed*, 173 F.3d 736, 741. As with the prevailing party in *Robi*, Plaintiff “founded the group, gave the group its name, managed the group, and is the only member who has continuously performed with the group” throughout its existence. *Id.* Accordingly, it is Plaintiff, not Defendants, who owns the right to the “Jocks Talk” trademark.

FIRST CAUSE OF ACTION

TRADEMARK INFRINGEMENT
(15 U.S.C. § 1125(a))

1
2
3
4 26. I incorporate by reference the allegations contained in Paragraphs 1 through 25 of this Complaint as if
5 fully set forth herein.
6
7

8 27. I am the founder and sole creative director of the website "Jocks Talk". From the websites inception, I
9 exerted creative control over the website, coined the name and determined the websites creative direction, I
10 own the common law trademark to the name "Jocks Talk".
11

12 28. By intentionally using a mark similar to my "Jocks Talk" common law trademark in commerce to
13 promote their website and its content, advertising products and services, and other items displaying a mark
14 deceptively similar to my mark without my permission, Defendants are deliberately, intentionally and willfully
15 infringing upon my common law trademark, and the goodwill associated by the public with my mark, diluting
16 the value of the mark and creating confusion in the mind of the consuming public regarding which website
17 they are going to be browsing.
18

19
20 29. Upon information and belief, if not preliminarily and permanently enjoined by this Court, Defendants
21 will continue to advertise and display, and will sell, distribute and otherwise exploit my common law
22 trademark for their own commercial use in violation of my rights under Lanham Act, 15 U.S.C. § 1125(a) for
23 which Plaintiffs have no adequate remedy at law.
24
25

26 SECOND CAUSE OF ACTION
27 DILUTION OF UNREGISTERED TRADEMARK
28 15 U.S.C. § 1125(c)

1
2 30. I incorporate by reference the allegations contained in Paragraphs 1 through 25 of this Complaint as if
3 fully set forth herein.

4
5 31. Defendants' deliberate, intentional and willful use of the deceptive mark "Jock Talk" to market and
6 promote their websites content, advertisement products and services using the deceptive mark has resulted in
7 actual dilution of my common law trademark "Jocks Talk" by blurring and tarnishment, in violation of 15
8 U.S.C. § 1125(c). Defendants have blurred and tarnished the distinctive quality of goodwill of the "Jocks
9 Talk" mark by their creation of a second mark and website that is deceptively and confusingly similar to my
10 common law trademark "Jocks Talk" is detrimental to me.

11
12
13 32. By reason of the foregoing, Defendants have deliberately, willfully and knowingly diluted and
14 threatened to further dilute my rights in my common law trademark in commerce, in order to intentionally
15 deceive and mislead consumers and the public at large, and willfully usurp the goodwill and reputation
16 associated with my mark.

17
18 33. Upon information and belief, unless preliminarily and permanently enjoined by this Court, Defendants
19 will continue to dilute, and cause serious and irreparable harm and damage to the reputation and goodwill
20 associated with my mark for which I have no remedy at law.

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24 THIRD CAUSE OF ACTION
25 FALSE DESCRIPTION

26 34. I incorporate by reference the allegations contained in Paragraphs 1 through 25 of this Complaint as if
27 fully set forth herein.

1
2 35. Defendants' use of the "Jock Talk" mark is such a colorable imitation and copy of my common law
3 trademark "Jocks Talk" established in the entertainment related market for consumer products that
4 Defendants' use of the "Jock Talk" mark thereof in context of entertainment is likely to cause confusion, or to
5 cause mistake, or to deceive consumers as to the connection or association of my products and services. I aver
6 that Defendants' use of the mark "Jock Talk" comprises a false description of Defendants' business or services
7 under 15 U.S.C. § 1125(a) (Section 43(a) of the Lanham Act).
8

9
10 FOURTH CAUSE OF ACTION
11 FEDERAL UNFAIR COMPETITION
12 (15 U.S.C. § 1125(a))

13 36. I incorporate by reference the allegations contained in Paragraphs 1 through 25 of this Complaint as if
14 fully set forth herein.
15

16 37. Defendants' use of the mark "Jock Talk" to promote and market their website and its content and to sell
17 other products bearing the mark places them in direct competition with my website and its content advertising
18 products and services bearing the "Jocks Talk" mark and constitutes Unfair Competition pursuant to 15
19 U.S.C. § 1125(a). Defendants' unfair competition has caused and will continue to cause me irreparable harm
20 for which there is no remedy at law.
21

22 38. Upon information and belief, unless preliminarily and permanently enjoined by this Court, Defendants
23 will continue to unlawfully advertise and promote the "Jock Talk" mark, causing me irreparable damage and
24 injury for which I have no adequate remedy at law.
25

26
27 FIFTH CAUSE OF ACTION
28 COMMON LAW TRADEMARK INFRINGEMENT

(California Common Law)

1
2
3 39. I incorporate by reference the allegations contained in Paragraphs 1 through 25 of this Complaint as if
4 fully set forth herein.

5
6 40. This cause of action under California state common law is separate and independent of the federally-
7 based causes of action previously set forth herein, but is between the same parties and is based on the same
8 operative facts as set forth in the prior causes of action; this Court accordingly has supplemental jurisdiction
9 over said claim.

10
11 41. As set forth above, I reside and do business in the State of California, where I own the common law
12 trademark rights throughout the united states in the "Jocks Talk" trademark for the purposes of advertising
13 and marketing my websites content advertisement products and services and the sale of goods related to my
14 website.

15
16
17 42. Defendants' use of the deceptive mark "Jock Talk" in connection with the marketing and promotion
18 their website and its content in the State of California and elsewhere in the United States, is likely to cause and
19 has caused confusion among consumers, all to my detriment.

20
21 43. Upon information and belief unless, preliminarily and permanently enjoined by this Court, Defendants
22 will continue their aforesaid willful and deliberate infringement of my trademark "Jocks Talk".

23
24
25 SIXTH CAUSE OF ACTION
26 CALIFORNIA UNFAIR COMPETITION
(Cal. Bus Prof code 17200 et seq)

27 44. I incorporate by reference the allegations contained in Paragraphs 1 through 25 of this Complaint as if
28

1 fully set forth herein.

2
3 45. This cause of action under California state common law is separate and independent of the federally-
4 based causes of action previously set forth herein, but is between the same parties and is based on the same
5 operative facts as set forth in the prior causes of action; this Court accordingly has supplemental jurisdiction
6 over said claim.

7 46. California Business and Professions Code Section 17200 provides that any “unlawful unfair or
8 fraudulent business act or practice” or any “unfair, deceptive, untrue or misleading advertising” constitutes
9 unfair competition under the statute.

10
11 47. California Business and Professions Code Section 17203 provides that any “person who engages, has
12 engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction”.

13
14 48. Defendants’ unlawful acts complained of herein constitute unfair competition pursuant to the California
15 Business and Professions Code, and I seek to enjoin Defendants from further infringement of my trademark in
16 the name “Jocks Talk”.
17

18
19 SEVENTH CAUSE OF ACTION
20 COMMON LAW INJURY TO BUSINESS REPUTATION AND INTETFERENCE WITH
21 PROSPECTIVE ECONOMIC ADVANTAGE

22 49. I repeat and incorporate by reference, as though specifically pleaded herein, the allegations of paragraphs
23 1 through 25.

24
25 50. I allege that Defendants’ wrongful use of my trademark inures to and creates injury to my business
26
27
28

1 reputation because any adverse reaction by the public to the Defendants and the quality of its products and the
2 nature of its products and services and the nature of its business will injure my business reputation and the
3 goodwill I enjoy in connection with my mark "Jocks Talk". Also the confusion created in the mind of the
4 public regarding which website is authentic injures my business reputation. All the forgoing have caused me
5 damage.

6
7 PRAYER FOR RELIEF

8
9 Wherefore, I pray for judgment against DEFENDANTS, as follows:

10 1. The Defendants, SHAWN GREEN, BRENDON KENSEL, MONTE GIBBS, GREENFLY MEDIA
11 NETWORK, LLC. and their agents, officers, employees, representatives, successors, assigns, and all other
12 persons acting for, with, by, through or under authority from Defendants, and each of them, be preliminarily
13 and permanently enjoined from:

- 14 a) Using any trademark that imitates or is confusingly similar to or in any way similar to my
15 trademark "Jocks Talk," or that is likely to cause confusion, mistake, deception, or public
16 misunderstanding as to the origin of my website or my connectedness to Defendants.
17 b) that Defendants remove the confusing and deceptively similar mark "Jock Talk" from any and all
18 websites or social networking profiles under their control.
19 c) that Defendants withdraw cancel and delete any corporate names, domain names, social
20 networking profiles, trademark applications and trademark registrations, for the "Jock Talk" mark.
21
22
23

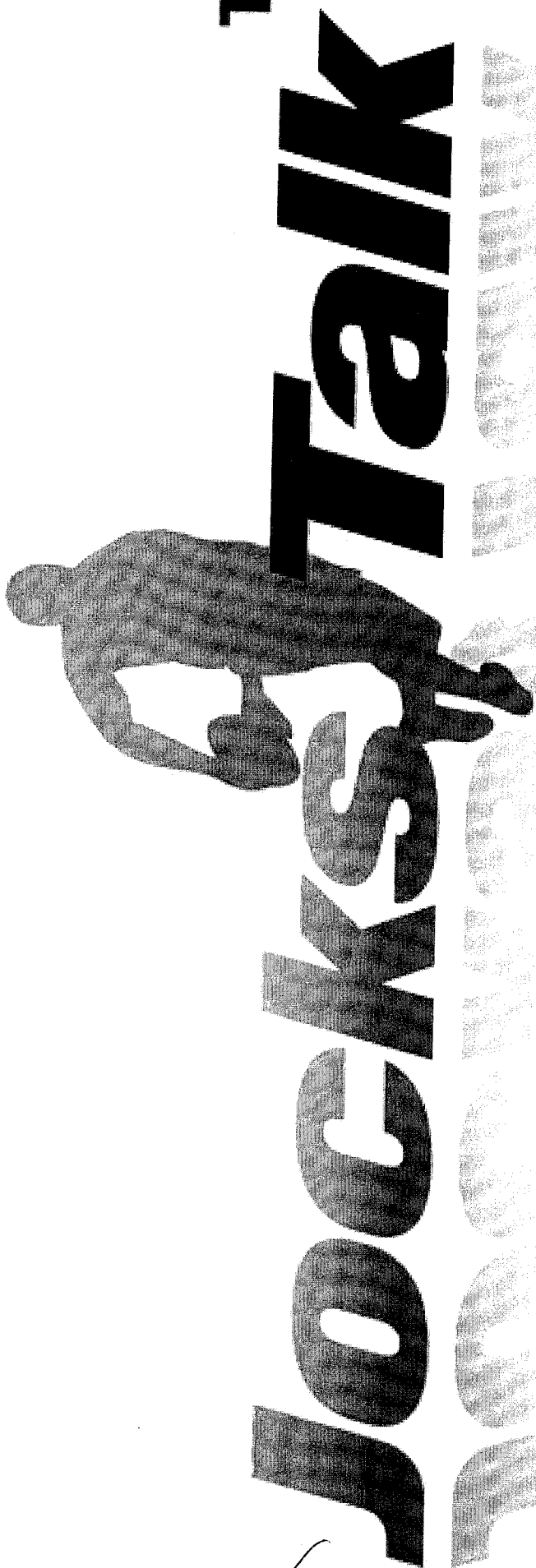
24 2. The defendants be required to file with the Court and serve me within (30) days after entry of the
25 Injunction, a report in writing under oath setting forth in detail the manner and form in which
26 Defendants have complied with the Injunction;
27
28

- 1 3. That Defendants be held liable for all damages I have suffered resulting from the acts alleged herein;
- 2 4. That Defendants be compelled to disgorge to me the \$375,000 of investment capital derived from the
- 3 illegal acts complained of herein;
- 4 5. For an order pursuant to 15 U.S.C. 1119 cancelling any registration for any mark related to this
- 5 Complaint;
- 6 6. For damages not less than \$500,000 and to the extent permitted by law;
- 7 7. For such other and further relief as the Court deems just and proper.
- 8

9 Dated: April 27, 2012

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11
12
13 By _____

14 Akeem O. Brown Plaintiff
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(EXHIBIT A)

(EXHIBIT A)



THE
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(EXHIBIT B)

is not the registrant of domain names listed in this database.

Registrant:
Dream Sports Management, INC.

815 Washington St Ste 53
Oakland, California 94607
United States

Registered through: GoDaddy.com, LLC (<http://www.godaddy.com>)
Domain Name: JOCKSTALK.COM
Created on: 28-Feb-09
Expires on: 28-Feb-13
Last Updated on: 28-Feb-12

Administrative Contact
BROWN, AKEEM akeem@proathlete.tv
Dream Sports Management, INC.
815 Washington St Ste 53
Oakland, California 94607
United States
(510) 395-4466 Fax -- (510) 225-2988

Technical Contact:
BROWN, AKEEM akeem@proathlete.tv
Dream Sports Management, INC.
815 Washington St Ste 53
Oakland, California 94607
United States
(510) 395-4466 Fax -- (510) 225-2988

Domain servers in listed order:
NS7.CIRTEXHOSTING.COM
NS8.CIRTEXHOSTING.COM

Registry Status: clientDeleteProhibited
Registry Status: clientRenewProhibited
Registry Status: clientTransferProhibited
Registry Status: clientUpdateProhibited

ADD TO CART

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- Deluxe Registration
- Business Registration
- Protected Registration

*Plus ICANN fee of \$0.18 per domain name year.
**CA domain names will be registered through Go Daddy Domains Canada, Inc., a CIRA certified reg

(EXHIBIT C)

Registrant:
Greenfly Media Network, LLC

20062 SW Birch St., Suite 220
Newport Beach, California 92660
United States

Registered through: GoDaddy.com, LLC (<http://www.godaddy.com>)
Domain Name: JOCKTALK.COM
Created on: 04-Sep-10
Expires on: 04-Sep-13
Last Updated on: 24-Jan-12

Administrative Contact:
Kensel, Brendon bkensel@yahoo.com
Greenfly Media Network, LLC
20062 SW Birch St., Suite 220
Newport Beach, California 92660
United States
+0.9492509011

Technical Contact:
Kensel, Brendon bkensel@yahoo.com
Greenfly Media Network, LLC
20062 SW Birch St., Suite 220
Newport Beach, California 92660
United States
+0.9492509011

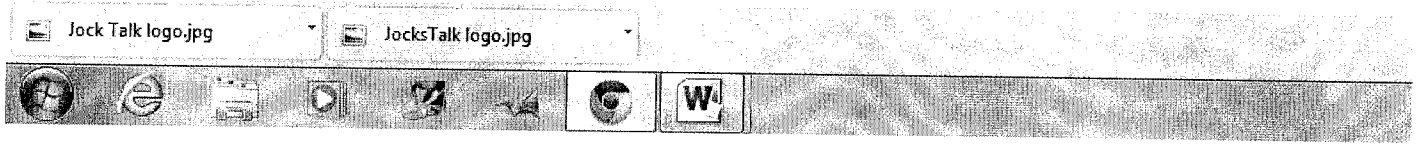
Domain servers in listed order:
NS-1483.AWSDNS-57.ORG
NS-354.AWSDNS-44.COM
NS-1575.AWSDNS-04.CO.UK
NS-663.AWSDNS-18.NET

Registry Status: clientDeleteProhibited
Registry Status: clientRenewProhibited
Registry Status: clientTransferProhibited
Registry Status: clientUpdateProhibited

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- [Business Registration](#)

*Plus ICANN fee of \$0.18 per domain name year.
** .CA domain names will be registered through Go Daddy



(EXHIBIT D)

DREAM SPORTS MANAGEMENT, INC.
7506 HOLLY STREET
OAKLAND, CA 94621
(415) 684-0505

GREENFLY MEDIA NETWORK, LLC.
20062 SW BIRCH ST., SUITE 220
NEW PORT BEACH, CA 92660

March 13, 2012.

CEASE AND DESIST

Dear Sir or Madam;

We are the proprietors of JocksTalk.com

It has come to our attention that you are using and have registered the (**jocktalk.com**) domain name with Godaddy.com, on or around September 4, 2010.

This domain is confusingly and deceptively similar to our (JocksTalk.com) domain and also constitutes a reproduction or imitation thereof.

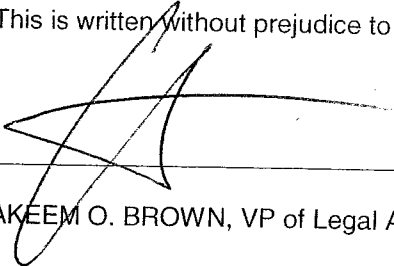
In the circumstances, your use of the (**jocktalk.com**) domain will constitute an infringement of our registered and common law rights.

In the circumstances, we demand that you immediately:

1. Cease all use of the domain (**jocktalk.com**).
2. Deliver-up for destruction all material to which the (**jocktalk.com**) mark or any other mark confusingly or deceptively similar to our mark has been applied.
3. Withdraw cancel and delete any corporate names, domain names, social networking profiles, trademark applications and trademark registrations, for the (**jocktalk.com**) mark.
4. Undertake, in writing, never in future to make any use of the (**jocktalk.com**) mark without prior written authority from us, whether within any corporate name, trading name, trading style, domain name or otherwise.

We await to hear from you no later than close of business Friday March 16, 2012.

This is written without prejudice to our rights, all of which are hereby expressly reserved.



AKEEM O. BROWN, VP of Legal Affairs.

(EXHIBIT E)

DREAM SPORTS MANAGEMENT, INC.
7506 HOLLY STREET
OAKLAND, CA 94621
(415) 684-0505

GREENFLY MEDIA NETWORK, LLC.
20062 SW BRICH ST., SUITE 220
NEW PORT BEACH, CA 92660

March 19, 2012.

CEASE AND DESIST

Dear Sir or Madam;

This is our second attempt to make contact, we are the proprietors of JocksTalk.com

It has come to our attention that you are using and have registered the **(jocktalk.com)** domain name with Godaddy.com, on or around September 4, 2010.

This domain is confusingly and deceptively similar to our (JocksTalk.com) domain and also constitutes a reproduction or imitation thereof.

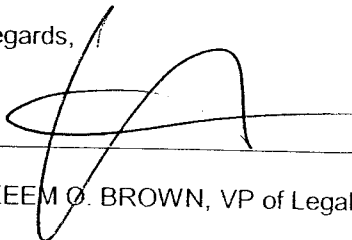
In the circumstances, your use of the **(jocktalk.com)** domain will constitute an infringement of our registered and common law rights.

In the circumstances, we demand that you immediately:

1. Cease all use of the domain **(jocktalk.com)**.
2. Deliver-up for destruction all material to which the **(jocktalk.com)** mark or any other mark confusingly or deceptively similar to our mark has been applied.
3. Withdraw cancel and delete any corporate names, domain names, social networking profiles, trademark applications and trademark registrations, for the **(jocktalk.com)** mark.
4. Undertake, in writing, never in future to make any use of the **(jocktalk.com)** mark without prior written authority from us, whether within any corporate name, trading name, trading style, domain name or otherwise.

We await to hear from you no later than close of business Wednesday March 21, 2012.

Regards,



AKEEM O. BROWN, VP of Legal Affairs.

(EXHIBIT F)

DREAM SPORTS MANAGEMENT, INC.
7506 HOLLY STREET
OAKLAND, CA 94621
(415) 684-0505

GREENFLY MEDIA NETWORK, LLC.
20062 SW BRICH ST., SUITE 220
NEW PORT BEACH, CA 92660

March 21, 2012.

CEASE AND DESIST

Dear Sir or Madam;

This is our third and final attempt to make contact, we are the proprietors of JocksTalk.com

It has come to our attention that you are using and have registered the **(jocktalk.com)** domain name with Godaddy.com, on or around September 4, 2010.

This domain is confusingly and deceptively similar to our (JocksTalk.com) domain and also constitutes a reproduction or imitation thereof.

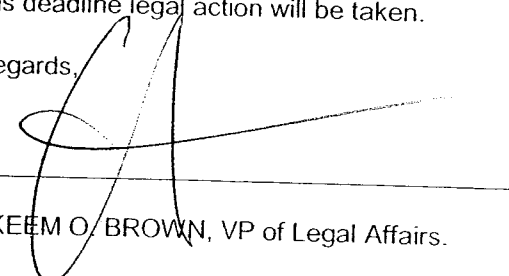
In the circumstances, your use of the **(jocktalk.com)** domain will constitute an infringement of our registered and common law rights.

In the circumstances, we demand that you immediately:

1. Cease all use of the domain **(jocktalk.com)**.
2. Deliver-up for destruction all material to which the **(jocktalk.com)** mark or any other mark confusingly or deceptively similar to our mark has been applied.
3. Withdraw cancel and delete any corporate names, domain names, social networking profiles, trademark applications and trademark registrations, for the **(jocktalk.com)** mark.
4. Undertake, in writing, never in future to make any use of the **(jocktalk.com)** mark without prior written authority from us, whether within any corporate name, trading name, trading style, domain name or otherwise.

We await to hear from you no later than close of business Friday March 23, 2012. If you do not adhere to this deadline legal action will be taken.

Regards,



AKEEM O. BROWN, VP of Legal Affairs.

(EXHIBIT G)

AKEEM BROWN
7506 HOLLY STREET
OAKLAND, CA 94621
(415) 684-0505

GREENFLY MEDIA NETWORK, LLC.
660 NEWPORT CENTER DR SUITE 1600
NEW PORT BEACH, CA 92660

April 17, 2012.

CEASE AND DESIST

Dear Sir or Madam;

I am the proprietor of JocksTalk.com

It has come to my attention that you are using and have registered the (**jocktalk.com**) domain name with Godaddy.com, on or around September 4, 2010.

This domain is confusingly and deceptively similar to my (JocksTalk.com) domain and also constitutes a reproduction or imitation thereof.

In the circumstances, your use of the (**jocktalk.com**) domain will constitute an infringement of my common law rights.

In the circumstances, I demand that you immediately:

1. Cease all use of the domain (**jocktalk.com**).
2. Deliver-up for destruction all material to which the (**jocktalk.com**) mark or any other mark confusingly or deceptively similar to our mark has been applied.
3. Withdraw cancel and delete any corporate names, domain names, social networking profiles, trademark applications and trademark registrations, for the (**jocktalk.com**) mark.
4. Undertake, in writing, never in future to make any use of the (**jocktalk.com**) mark without prior written authority, whether within any corporate name, trading name, trading style, domain name or otherwise.

I have previously written three certified letters to notify you of the Infringement. The letter dated March 22, 2012, someone in your office signed for. As of today April 16, 2012 you still have not responded to my demands, nor made any attempt to contact me.

This is my absolute final attempt to notify you, and resolve this matter.

AKEEM O. BROWN, Proprietor.



(EXHIBIT H)