

UNITED STATES DISTRICT COURT**DISTRICT OF MINNESOTA**

Titlecraft, Inc., a Minnesota
Corporation

File No: 10-CV-758-RHK-JJK

Plaintiff,

vs.

National Football League and
NFL Properties, LLC,

Defendants.

**ANSWER OF PLAINTIFF
TITLECRAFT
TO COUNTERCLAIMS
of DEFENDANTS**

Plaintiff TITLECRAFT, INC., ("Titlecraft") for its Answer to Counterclaims of Defendant/Counterclaimants National Football League and NFL Properties, LLC, states and alleges as follows:

1. Deny the allegations contained in Paragraph 1 of the Preliminary Statement.
2. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in the Preliminary Statement, paragraphs 2 through 4 of the Preliminary Statement.
3. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in the Preliminary Statement, Paragraph 5, except deny that Titlecraft has violated any rights of the NFL or performed any unauthorized commercial uses.

4. Deny the allegations contained in Paragraph 6 of the Preliminary Statement, except admit only that NFL Properties did make contact with Titlecraft through Titlecraft's legal representatives.
5. Deny the allegations contained in Paragraph 7 of the Preliminary Statement.
6. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 8 of the Defendant's Answer/Counterclaim, except admit, upon information and belief, Defendant National Football League is an unincorporated association of thirty-two member teams, with its principal place of business at 280 Park Avenue, 15th Floor, New York, New York 10017.
7. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 9 of the Defendant's Answer/Counterclaim, except admit, upon information and belief, Defendant NFL Properties, LLC ("NFLP"), is, upon information and belief, a limited liability company organized and existing under the laws of Delaware with its principal place of business at 280 Park Avenue, New York, New York 10017, and has been authorized by the National Football League to use their respective trademarks for commercial purposes and to protect their trademarks.
8. Admit the allegations contained in Paragraph 10 of the Defendant's Answer/Counterclaim.

9. Deny the allegations contained in Paragraph 11 of the Complaint, except admit that Defendants purport to bring this counterclaim action pursuant to 15 U.S.C. § 1121(a) and 28 U.S.C. §§ 1331 and 1338 and that this Court has supplemental jurisdiction over all other claims asserted herein under 28 U.S.C. § 1367(a).
10. Deny the allegations contained in Paragraph 12, except admit that Titlecraft is a Minnesota corporation with its principal place of business in Minnesota.
11. Neither admit nor deny the allegations contained in Paragraph 13 of the Answer/Counterclaim because they consist of legal conclusions to which no response is required, except admit that venue is appropriate in this district pursuant to 28 U.S.C. §§ 1391 (b) and 1391 (c) and that Titlecraft is a Minnesota corporation with its principal place of business in Minnesota and a substantial part of the events giving rise to Titlecraft's claims occurred in Minnesota.
12. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 14 of the Defendant's Answer/Counterclaim and hold Defendants to their strict burden of proof thereon.
13. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 15 of the Defendant's

Answer/Counterclaim and hold Defendants to their strict burden of proof thereon.

14. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 16 of the Defendant's Answer/Counterclaim and hold Defendants to their strict burden of proof thereon.

15. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 17 of the Defendant's Answer/Counterclaim and hold Defendants to their strict burden of proof thereon.

16. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 18 of the Defendant's Answer/Counterclaim and hold Defendants to their strict burden of proof thereon.

17. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 19 of the Defendant's Answer/Counterclaim and hold Defendants to their strict burden of proof thereon.

18. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 20 of the Defendant's Answer/Counterclaim and hold Defendants to their strict burden of proof thereon.

19. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 21 of the Defendant's Answer/Counterclaim and hold Defendants to their strict burden of proof thereon.
20. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 22 of the Defendant's Answer/Counterclaim and hold Defendants to their strict burden of proof thereon.
21. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 23 of the Defendant's Answer/Counterclaim and hold Defendants to their strict burden of proof thereon.
22. Deny the allegations contained in Paragraph 24 of the Complaint, except admit that Titlecraft sells trophies on its website. Titlecraft's trophy does not infringe on the Vince Lombardy Trophy.
23. Deny the allegations contained in Paragraph 25 of the Complaint, except admit that NFL Properties wrote to Titlecraft. However, NFL Properties' "amicable resolution" via telephone communications demanded that Titlecraft cease all operations and demanded an accounting of all profits be turned over immediately.
24. Deny the allegations contained in Paragraph 26 of the Complaint, except admit counsel for Titlecraft communicated with counsel for NFL

Properties via letter and counsel for Titlecraft also communicated via telephone with NFL Properties regarding the same.

25. Deny the allegations contained in Paragraph 27, except admit that NFL Properties sent a letter dated September 10, 2009.
26. Deny the allegations contained in Paragraph 28, except admit that letters were exchanged and admit that litigation was commenced by Titlecraft.
27. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 29 of the Defendant's Answer/Counterclaim and hold Defendants to their strict burden of proof thereon.
28. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 30 of the Defendant's Answer/Counterclaim and hold Defendants to their strict burden of proof thereon.
29. Deny the allegations contained in Paragraph 31 of the Defendants' Answer/Counterclaim.
30. Deny the allegations contained in Paragraph 32 of the Defendants' Answer/Counterclaim.
31. Deny the allegations contained in Paragraph 33 of the Defendants' Answer/Counterclaim.
32. Deny the allegations contained in Paragraph 34 of the Defendants' Answer/Counterclaim.

33. Deny the allegations contained in Paragraph 35 of the Defendants' Answer/Counterclaim.
34. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 36 of the Defendant's Answer/Counterclaim and hold Defendants to their strict burden of proof thereon.
35. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 37 of the Defendant's Answer/Counterclaim and hold Defendants to their strict burden of proof thereon.
36. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 38 of the Defendant's Answer/Counterclaim and hold Defendants to their strict burden of proof thereon.
37. Deny the allegations contained in Paragraph 39 of the Defendants' Answer/Counterclaim, except admit that some trophies include Roman Numerals and that a signature can be added to some trophies.
38. Deny the allegations contained in Paragraph 40 of the Defendants' Answer/Counterclaim.
39. Repeat and reallege the responses to Paragraphs 1 through 40 of the Answer/Counterclaim as if fully set forth herein.

40. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 42 of the Defendant's Answer/Counterclaim and hold Defendants to their strict burden of proof thereon.
41. Deny the allegations contained in Paragraph 43 of the Defendants' Answer/Counterclaim.
42. Deny the allegations contained in Paragraph 44 of the Defendants' Answer/Counterclaim.
43. Neither admit nor deny the allegations contained in Paragraph 45 of the Defendants' Answer/Counterclaim because they consist of legal conclusions to which no response is required.
44. Repeat and reallege the responses to Paragraphs 1 through 45 of the Answer/Counterclaim as if fully set forth herein.
45. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 47 of the Defendant's Answer/Counterclaim and hold Defendants to their strict burden of proof thereon.
46. Deny the allegations contained in Paragraph 48 of the Defendants' Answer/Counterclaim.
47. Deny the allegations contained in Paragraph 49 of the Defendants' Answer/Counterclaim.

48. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 50 of the Defendant's Answer/Counterclaim.
49. Neither admit nor deny the allegations contained in Paragraph 51 of the Defendants' Answer/Counterclaim because they consist of legal conclusions to which no response is required.
50. Repeat and reallege the responses to Paragraphs 1 through 51 of the Answer/Counterclaim as if fully set forth herein.
51. Deny the allegations contained in Paragraph 53 of the Defendants' Answer/Counterclaim.
52. Deny the allegations contained in Paragraph 54 of the Defendants' Answer/Counterclaim.
53. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 55 of the Defendant's Answer/Counterclaim.
54. Neither admit nor deny the allegations contained in Paragraph 56 of the Defendants' Answer/Counterclaim because they consist of legal conclusions to which no response is required.
55. Repeat and reallege the responses to Paragraphs 1 through 56 of the Answer/Counterclaim as if fully set forth herein.
56. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 58 of the Defendant's

- Answer/Counterclaim and hold Defendants to their strict burden of proof thereon.
57. Deny the allegations contained in Paragraph 59 of the Defendants' Answer/Counterclaim.
58. Deny the allegations contained in Paragraph 60 of the Defendants' Answer/Counterclaim.
59. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 61 of the Defendant's Answer/Counterclaim.
60. Neither admit nor deny the allegations contained in Paragraph 62 of the Defendants' Answer/Counterclaim because they consist of legal conclusions to which no response is required.
61. Repeat and reallege the responses to Paragraphs 1 through 62 of the Answer/Counterclaim as if fully set forth herein.
62. Deny the allegations contained in Paragraph 64 of the Defendants' Answer/Counterclaim.
63. Neither admit nor deny the allegations contained in Paragraph 65 of the Defendants' Answer/Counterclaim because they consist of legal conclusions to which no response is required.
64. Repeat and reallege the responses to Paragraphs 1 through 65 of the Answer/Counterclaim as if fully set forth herein.

65. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 67 of the Defendant's Answer/Counterclaim and hold Defendants to their strict burden of proof thereon.
66. Deny the allegations contained in Paragraph 68 of the Defendants' Answer/Counterclaim, except admit that Titlecraft began creating trophies after the creation of the Vince Lombardi Trophy.
67. Deny the allegations contained in Paragraph 69 of the Defendants' Answer/Counterclaim.
68. Neither admit nor deny the allegations contained in Paragraph 70 of the Defendants' Answer/Counterclaim because they consist of legal conclusions to which no response is required.
69. Repeat and reallege the responses to Paragraphs 1 through 70 of the Answer/Counterclaim as if fully set forth herein.
70. Deny the allegations contained in Paragraph 72 of the Defendants' Answer/Counterclaim.
71. Deny the allegations contained in Paragraph 73 of the Defendants' Answer/Counterclaim.
72. Neither admit nor deny the allegations contained in Paragraph 74 of the Defendants' Answer/Counterclaim because they consist of legal conclusions to which no response is required.

73. Repeat and reallege the responses to Paragraphs 1 through 74 of the Answer/Counterclaim as if fully set forth herein.
74. Deny the allegations contained in Paragraph 76 of the Defendants' Answer/Counterclaim.
75. Deny the allegations contained in Paragraph 77 of the Defendants' Answer/Counterclaim.
76. Neither admit nor deny the allegations contained in Paragraph 78 of the Defendants' Answer/Counterclaim because they consist of legal conclusions to which no response is required.
77. Repeat and reallege the responses to Paragraphs 1 through 78 of the Answer/Counterclaim as if fully set forth herein.
78. Deny the allegations contained in Paragraph 80 of the Defendants' Answer/Counterclaim.
79. Deny the allegations contained in Paragraph 81 of the Defendants' Answer/Counterclaim.
80. Neither admit nor deny the allegations contained in Paragraph 82 of the Defendants' Answer/Counterclaim because they consist of legal conclusions to which no response is required.
81. Repeat and reallege the responses to Paragraphs 1 through 82 of the Answer/Counterclaim as if fully set forth herein.
82. Deny the allegations contained in Paragraph 84 of the Defendants' Answer/Counterclaim.

83. Deny the allegations contained in Paragraph 85 of the Defendants' Answer/Counterclaim.
84. Deny the allegations contained in Paragraph 86 of the Defendants' Answer/Counterclaim.
85. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 87 of the Defendant's Answer/Counterclaim and hold Defendants to their strict burden of proof thereon.
86. Neither admit nor deny the allegations contained in Paragraph 88 of the Defendants' Answer/Counterclaim because they consist of legal conclusions to which no response is required.
87. Repeat and reallege the responses to Paragraphs 1 through 88 of the Answer/Counterclaim as if fully set forth herein.
88. Deny the allegations contained in Paragraph 90 of the Defendants' Answer/Counterclaim.
89. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 91 of the Defendant's Answer/Counterclaim and hold Defendants to their strict burden of proof thereon.
90. Neither admit nor deny the allegations contained in Paragraph 92 of the Defendants' Answer/Counterclaim because they consist of legal conclusions to which no response is required.

91. Repeat and reallege the responses to Paragraphs 1 through 92 of the Answer/Counterclaim as if fully set forth herein.
92. Deny the allegations contained in Paragraph 94 of the Defendants' Answer/Counterclaim.
93. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 95 of the Defendant's Answer/Counterclaim and hold Defendants to their strict burden of proof thereon.
94. Neither admit nor deny the allegations contained in Paragraph 96 of the Defendants' Answer/Counterclaim because they consist of legal conclusions to which no response is required.
95. Repeat and reallege the responses to Paragraphs 1 through 96 of the Answer/Counterclaim as if fully set forth herein.
96. Deny the allegations contained in Paragraph 98 of the Defendants' Answer/Counterclaim.
97. Deny the allegations contained in Paragraph 99 of the Defendants' Answer/Counterclaim.
98. Neither admit nor deny the allegations contained in Paragraph 100 of the Defendants' Answer/Counterclaim because they consist of legal conclusions to which no response is required.

RESPONSE TO RELIEF REQUESTED

99. Deny that Defendants' NFL Properties and/or NFL are entitled to any of the relief they seek or to any other relief based on the allegations contained within their Answer/Counterclaim.

100. Any allegation of the Answer/Counterclaim not specifically admitted herein is denied.

FIRST AFFIRMATIVE DEFENSE

101. The Complaint fails to state a claim for which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

102. Defendants' claims are barred, in whole or in part, under the doctrine of estoppel.

THIRD AFFIRMATIVE DEFENSE

103. Defendants' claims are barred, in whole or in part, under the doctrine of unclean hands.

Respectfully submitted,

s/ Justin L. Seurer

Dated: July 13, 2010

Justin L. Seurer (#336154)
Seurer Law, LLC
11901 James Road
Minnetonka, MN 55343
P: (612) 455-6669
F: (612) 455-2182

*Attorney for Plaintiff
Titlecraft, Inc.*