

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI**

**IHOP IP, LLC and INTERNATIONAL
HOUSE OF PANCAKES, LLC**)
)
)
Plaintiffs,)
)
VS.)
)
INTERNATIONAL HOUSE OF)
PRAYER; FRIENDS OF THE)
BRIDEGROOM, INC.; SHILOH)
MINISTRIES, INC.;)
MIKE BICKLE; and INTERNATIONAL)
HOUSE OF PRAYER EAST BAY,)
)
Defendants.)

Case No.: 4:11-cv-00548-JTM

JURY TRIAL DEMANDED

**ANSWER AND AFFIRMATIVE DEFENSES OF INTERNATIONAL HOUSE
OF PRAYER, FRIENDS OF THE BRIDEGROOM, INC., SHILOH
MINISTRIES, INC., AND MIKE BICKLE TO SECOND AMENDED COMPLAINT**

Defendants International House of Prayer (“Prayer”), Friends of the Bridegroom, Inc. (“FOTB”), Shiloh Ministries, Inc. (“Shiloh”) (collectively referred to herein as “Prayer Defendants”) and Mike Bickle (“Bickle”) (all four collectively “Defendants”), by and through their attorneys, answer the Second Amended Complaint for Plaintiff IHOP IP, LLC and International House of Pancakes, LLC (collectively referred to herein as “IHOP” or “Plaintiffs”), with the following responses, defenses, counterclaims, and prayer for relief:

Parties

1. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 1 of the Amended Complaint and therefore deny the same.

2. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 2 of the Amended Complaint and therefore deny the same.

3. Admitted.

4. Paragraph 4 of the Amended Complaint is not directed at these Defendants and therefore no response is required.

5. Bickle admits that he resides at the stated address and that he is the president of Prayer, FOTB, and Shiloh.

Jurisdiction and Venue

6. Defendants admit that IHOP has filed an action for trademark infringement. Defendants deny they have committed any act which would constitute infringement.

7. Prayer, FOTB, and Shiloh admit that this Court has personal jurisdiction over them, but deny that they have engaged in any wrongful or infringing acts in any judicial district.

8. Paragraph 8 of the Amended Complaint is not directed at these Defendants and therefore no response is required.

9. Bickle admits that this Court has personal jurisdiction over him, but denies that he has engaged in any wrongful or infringing acts in any judicial district, or “conducts business” in the State of Missouri. Bickle denies any remaining allegations contained in paragraph 9 of the Amended Complaint.

10. Defendants do not contest venue in this judicial district, but deny the remaining allegations paragraph 10 of the Amended Complaint.

Alleged Facts

11. Defendants lack knowledge or information sufficient to form a belief as to

the truth of the allegations in paragraph 11 of the Amended Complaint and therefore deny the same.

12. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 12 of the Amended Complaint and therefore deny the same.

13. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 13 of the Amended Complaint and therefore deny the same.

14. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 14 of the Amended Complaint and therefore deny the same.

15. Defendants admit that what appear to be copies of the asserted registered trademarks are attached as Exhibit A to the Amended Complaint. Defendants deny that the asserted trademarks are valid or enforceable. Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 15 of the Amended Complaint and therefore deny the same.

16. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 16 of the Amended Complaint and therefore deny the same.

17. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 17 of the Amended Complaint and therefore deny the same.

18. Denied.

19. Denied.

20. Denied as to Shiloh. Prayer and FOTB admit that they selected the marks “International House of Prayer,” “IHOP,” “IPRAYER-KC,” “International House of Prayer University,” and “IHOPU” to refer to House of Prayer Kansas City’s evangelical missions organization and the goods and services it provides and that Bickle participated in the selection of this name as President of Prayer and FTOB. Bickle denies that acted in any way outside his professional capacity as President of Prayer and FOTB. Defendants deny all remaining allegations of paragraph 20 of the Amended Complaint.

21. Denied as to Shiloh. Prayer and FOTB admit that some employees of Prayer and FOTB may have been aware of some of plaintiffs’ marks. Prayer and FOTB deny that they were aware of all marks encompassed by the term “IHOP Marks” as used herein. Paragraph 21 of the Amended Complaint is not directed at Bickle and therefore no response is required of Bickle. Defendants deny all remaining allegations of paragraph 21 of the Amended Complaint.

22. Admitted.

23. Prayer and FOTB admit. Shiloh denies.

24. Prayer and FOTB admit. Shiloh denies.

25. Prayer and FOTB admit. Shiloh denies.

26. Prayer and FOTB admit. Shiloh denies. Paragraph 26 of the Amended Complaint is not directed at Bickle and therefore no response is required of Bickle.

27. Prayer and FOTB admit that the listed marks are used in the course of business and ministry, but deny that they use “IHOP,” “IHOP-KC,” or “IHOPU” “routinely ... to refer to its services and on its products” listed in paragraphs 22 -26. Shiloh denies.

28. Defendants lack knowledge or information sufficient to form a belief as to

the truth of the allegations in paragraph 28 of the Amended Complaint and therefore deny that IHOP has proof of relevant consumer confusion as to the disputed marks.

29. Denied.

30. Denied. Further answering, Defendants assert that IHOP has acquiesced in Defendants use of the acronym IHOP.

31. Due to the vagueness of this allegations in paragraph 31, Defendants are unable to form a belief as to the truth of the assertions in paragraph 31 and therefore deny same. To the extent paragraph 31 of the Amended Complaint is not directed at the Defendants, no response is required of Defendants to those allegations.

32. Paragraph 32 of the Amended Complaint is not directed at the Defendants and therefore no response is required.

33. Due to the vagueness of this allegation, Defendants are unable to form a belief as to the truth of the assertions in paragraph 31. Prayer and FOTB admit that House of Prayer East Bay participates remotely in 24/7 prayer rooms based in Kansas City. To the extent paragraph 33 of the Amended Complaint is not directed at Shiloh and Bickle, no response is required of Shiloh and Bickle to those allegations.

34. Paragraph 34 of the Amended Complaint is not directed at the Defendants and therefore no response is required.

35. Paragraph 35 of the Amended Complaint is not directed at the Defendants and therefore no response is required.

36. Paragraph 36 of the Amended Complaint is not directed at the Defendants and therefore no response is required.

37. Paragraph 37 of the Amended Complaint is not directed at the Defendants and therefore no response is required.

38. Bickle admits that the listed names have been used on websites and domain names in association with evangelical services, but Bickle denies that he acted in any way outside his professional capacity as President of Prayer and FOTB. Bickle denies all remaining allegations of paragraph 38 of the Amended Complaint.

39. Denied. Further answering, Bickle denies that he acted in any way outside his professional capacity as President of Prayer and FOTB.

40. Denied.

41. Bickle denies on the basis that IHOP acquiesced in the use of the acronym IHOP. Bickle denies that he acted in any way outside his professional capacity as President of Prayer and FOTB.

42. Denied. To the extent paragraph 42 of the Amended Complaint is not directed at the Defendants, no response is required of Defendants.

43. Denied. To the extent paragraph 43 of the Amended Complaint is not directed at the Defendants, no response is required of Defendants.

44. Denied. To the extent paragraph 44 of the Amended Complaint is not directed at the Defendants, no response is required of Defendants.

Count I

45. Defendants hereby incorporate by reference their responses to paragraphs 1 through 44 as if fully set forth herein.

46. Denied.

47. Denied.

48. Denied.

49. Denied.

50. Denied.

51. Denied.

Count II

52. Defendants hereby incorporate by reference their responses to paragraphs 1 through 51 as if fully set forth herein.

53. Denied.

54. Denied.

55. Denied.

56. Denied.

57. Denied.

58. Denied.

59. Denied.

Count III

60. Defendants hereby incorporate by reference their responses to paragraphs 1 through 59 as if fully set forth herein.

61. Denied.

62. Denied.

63. Denied.

64. Denied.

65. Denied.

66. Denied.

Count IV

67. Defendants hereby incorporate by reference their responses to paragraphs 1 through 66 as if fully set forth herein.

68. Denied.

69. Denied.

70. Denied.

71. Denied.

72. Denied.

73. Denied.

Count V

74. Defendants hereby incorporate by reference their responses to paragraphs 1 through 73 as if fully set forth herein.

75. Denied.

76. Denied.

77. Denied.

78. Denied.

79. Denied.

80. Denied.

81. Denied.

Count VI

82. Defendants hereby incorporate by reference their responses to paragraphs 1 through 81 as if fully set forth herein.

83. Denied.

84. Denied.

85. Denied.

86. Denied.

87. Denied.

88. Denied.

Count VII

89. Defendants hereby incorporate by reference their responses to paragraphs 1 through 88 as if fully set forth herein.

90. Denied. Further answering Defendants deny that they use the accused marks to sell food and beverage services in interstate commerce.

91. Denied.

92. Denied.

93. Denied.

94. Denied.

95. Denied.

Count VIII

96. Defendants hereby incorporate by reference their responses to paragraphs 1 through 95 as if fully set forth herein.

97. Denied.

98. Denied. Further answering, Defendants specifically deny that they use the asserted marks to sell food and beverage services in interstate commerce.

99. Denied.

100. Denied.

101. Denied.

102. Denied.

103. Denied.

Count IX

104. Defendants hereby incorporate by reference their responses to paragraphs 1 through 103 as if fully set forth herein.

105. Denied. Further answering, Defendants specifically deny that they use the asserted marks to sell food and beverage services in interstate commerce.

106. Denied. Further answering, Defendants specifically deny that they use the asserted marks to sell food and beverage services in interstate commerce.

107. Denied.

108. Denied.

109. Denied.

110. Denied.

Count X

111. Defendants hereby incorporate by reference their responses to paragraphs 1 through 110 as if fully set forth herein.

112. Denied.

113. Denied.

114. Denied.

115. Denied.

116. Denied.

117. Denied.

Count XI

118. Defendants hereby incorporate by reference their responses to paragraphs 1 through 117 as if fully set forth herein.

119. Denied.

120. Denied.

121. Denied.

122. Denied.

123. Denied.

124. Denied.

125. Denied.

Count XII

126. Defendants hereby incorporate by reference their responses to paragraphs 1 through 125 as if fully set forth herein.

127. Denied.

128. Denied.

129. Denied.

130. Denied.

131. Denied.

132. Denied.

Count XIII

133. Defendants hereby incorporate by reference their responses to paragraphs 1 through 132 as if fully set forth herein.

134. Paragraph 134 of the Amended Complaint is not directed at the Defendants and therefore no response is required.

135. Paragraph 135 of the Amended Complaint is not directed at the Defendants and therefore no response is required.

136. Paragraph 136 of the Amended Complaint is not directed at the Defendants and therefore no response is required.

137. Paragraph 137 of the Amended Complaint is not directed at the Defendants and therefore no response is required.

138. Paragraph 138 of the Amended Complaint is not directed at the Defendants and therefore no response is required.

139. Paragraph 139 of the Amended Complaint is not directed at the Defendants and therefore no response is required.

Count XIV

140. Defendants hereby incorporate by reference their responses to paragraphs 1 through 139 as if fully set forth herein.

141. Paragraph 141 of the Amended Complaint is not directed at the Defendants and therefore no response is required.

142. Paragraph 142 of the Amended Complaint is not directed at the Defendants and therefore no response is required.

143. Paragraph 143 of the Amended Complaint is not directed at the Defendants and therefore no response is required.

144. Paragraph 144 of the Amended Complaint is not directed at the Defendants and therefore no response is required.

145. Paragraph 145 of the Amended Complaint is not directed at the Defendants and therefore no response is required.

146. Paragraph 146 of the Amended Complaint is not directed at the Defendants and therefore no response is required.

147. Paragraph 147 of the Amended Complaint is not directed at the Defendants and therefore no response is required.

Count XV

148. Defendants hereby incorporate by reference their responses to paragraphs 1 through 147 as if fully set forth herein.

149. Paragraph 149 of the Amended Complaint is not directed at the Defendants and therefore no response is required.

150. Paragraph 150 of the Amended Complaint is not directed at the Defendants and therefore no response is required.

151. Paragraph 151 of the Amended Complaint is not directed at the Defendants and therefore no response is required.

152. Paragraph 152 of the Amended Complaint is not directed at the Defendants and therefore no response is required.

153. Paragraph 153 of the Amended Complaint is not directed at the Defendants and therefore no response is required.

Count XVI

154. Defendants hereby incorporate by reference their responses to paragraphs 1 through 153 as if fully set forth herein.

155. Denied. Further answering, Bickle specifically denies that he acted in any way outside his professional capacity as President of Prayer and FOTB.

156. Denied. Further answering, Bickle specifically denies that he acted in any way outside his professional capacity as President of Prayer and FOTB.

157. Denied. Further answering, Bickle specifically denies that he acted in any way outside his professional capacity as President of Prayer and FOTB.

158. Denied. Further answering, Bickle specifically denies that he acted in any way outside his professional capacity as President of Prayer and FOTB.

159. Denied. Further answering, Bickle specifically denies that he acted in any way outside his professional capacity as President of Prayer and FOTB.

160. Denied. Further answering, Bickle specifically denies that he acted in any way outside his professional capacity as President of Prayer and FOTB.

Count XVII

161. Defendants hereby incorporate by reference their responses to paragraphs 1 through 160 as if fully set forth herein.

162. Denied.

163. Denied. Further answering, Bickle specifically denies that he acted in any way outside his professional capacity as President of Prayer and FOTB.

164. Denied. Further answering, Bickle specifically denies that he acted in any way outside his professional capacity as President of Prayer and FOTB.

165. Denied. Further answering, Bickle specifically denies that he acted in any way outside his professional capacity as President of Prayer and FOTB.

166. Denied. Further answering, Bickle specifically denies that he acted in any way outside his professional capacity as President of Prayer and FOTB.

167. Denied. Further answering, Bickle specifically denies that he acted in any way outside his professional capacity as President of Prayer and FOTB.

168. Denied. Further answering, Bickle specifically denies that he acted in any way outside his professional capacity as President of Prayer and FOTB.

Count XVIII

169. Defendants hereby incorporate by reference their responses to paragraphs 1 through 168 as if fully set forth herein.

170. Denied. Further answering, Bickle specifically denies that he acted in any way outside his professional capacity as President of Prayer and FOTB.

171. Denied. Further answering, Bickle specifically denies that he acted in any way outside his professional capacity as President of Prayer and FOTB.

172. Denied. Further answering, Bickle specifically denies that he acted in any way outside his professional capacity as President of Prayer and FOTB.

173. Denied. Further answering, Bickle specifically denies that he acted in any way outside his professional capacity as President of Prayer and FOTB.

174. Denied. Further answering, Bickle specifically denies that he acted in any way outside his professional capacity as President of Prayer and FOTB.

Count XIX

175. Defendants hereby incorporate by reference their responses to paragraphs 1 through 174 as if fully set forth herein.

176. Denied as to Defendants. To the extent paragraph 176 of the Amended Complaint is not directed at the Defendants, no response is required of Defendants.

177. Denied as to Defendants. To the extent paragraph 177 of the Amended Complaint is not directed at the Defendants, no response is required of Defendants.

Count XX

178. Defendants hereby incorporate by reference their responses to paragraphs 1 through 177 as if fully set forth herein.

179. Denied as to Defendants. To the extent paragraph 179 of the Amended Complaint is not directed at the Defendants, no response is required of Defendants to those allegations.

180. Denied as to Defendants. To the extent paragraph 180 of the Amended Complaint is not directed at the Defendants, no response is required of Defendants to those allegations.

Count XXI

181. Defendants hereby incorporate by reference their responses to paragraphs 1 through 180 as if fully set forth herein.

182. Denied as to Defendants. To the extent paragraph 182 of the Amended Complaint is not directed at the Defendants, no response is required of Defendants to those allegations.

183. Denied as to Defendants. To the extent paragraph 183 of the Amended Complaint is not directed at the Defendants, no response is required of Defendants to those allegations.

Relief Sought

Defendants deny that Plaintiffs are entitled to any of the relief sought or any relief what so ever.

FIRST AFFIRMATIVE DEFENSE

1. The Defendants do not, and have not infringed the INTERNATIONAL HOUSE OF PANCAKE or IHOP marks because there is no likelihood of confusion, there has not been any consumer confusion, and there are no competing goods or services.

SECOND AFFIRMATIVE DEFENSE

2. The Amended Complaint fails to state a claim upon which relief can be granted.

THIRD AFFIRMATIVE DEFENSE

3. None of the INTERNATIONAL HOUSE OF PANCAKE or IHOP marks are famous.

4. Plaintiffs do not have substantially exclusive use of the terms “International House of” or “IHOP.”

5. Further, there are significant third-party uses, including, but not limited to:

IHOP Media

IHOP Computer Concepts

International House of Pets

International House of Ale

International House of Philadelphia

International House of Properties

International House of Pizza

International House of Platinum

the Infinite House of Praise (IHOP)

IHOP Brewery System

IHOP.net

International House of Porn

International House of Wives

6. Further, other “international house of” trademarks have been registered, including, but not limited:

“INTERNATIONAL HOUSE OF BLUES FOUNDATION” (US PTO)

“INTERNATIONAL HOUSE OF COFFEE” (US PTO)

“INTERNATIONAL HOUSE OF SAUCES AND SEASONINGS” (US PTO)

“IHOPE USA” (US PTO)

“IHOOPS” (US PTO)

“IHOOPS” (US PTO)

“IHOOP” (US PTO)

“INTERNATIONAL HOUSE OF CATALOGS” (state trademark)

“INTERNATIONAL HOUSE OF OTIS” (state trademark)

“INTERNATIONAL HOUSE OF PRAYER” (not owned by Prayer) (state trademark)

“INTERNATIONAL HOUSE OF WINE AND CHEESE” (state trademark)

“INTERNATIONAL HOUSE CLUB” (state trademark)

“INTERNATIONAL HOUSE.” (state trademark)

7. Due to the widespread third party use of the “international house of” and the “IHOP” acronym, it is clear that Plaintiffs do not have substantially exclusive use of the terms and the marks are not famous so as to be subject to dilution or blurring.

8. Plaintiffs’ claims for dilution fail because the marks are not famous.

FOURTH AFFIRMATIVE DEFENSE

9. The Defendants use of the accused marks has not led to dilution or tarnishment of the INTERNATIONAL HOUSE OF PANCAKE or IHOP marks.

10. Due to the widespread third party use of the “international house of” and the “IHOP” acronym (detailed above in paragraphs 5 and 6 which are incorporated herein by reference), IHOP could not have been damaged by Defendants use of INTERNATIONAL HOUSE OF PRAYER or IHOP.

FIFTH AFFIRMATIVE DEFENSE

11. Plaintiffs’ claims are barred by the doctrine of unclean hands.

SIXTH AFFIRMATIVE DEFENSE

12. Plaintiffs’ claims are barred by the equitable doctrine of laches.

13. Plaintiffs unreasonably delayed in bringing this suit and the Defendants have been unduly prejudiced as a result of the delay.

14. Plaintiffs have had both constructive and/or actual knowledge of the Defendants’ use of the accused trademarks, INTERNATIONAL HOUSE OF PRAYER and IHOP, since as early as 1999.

15. International House of Prayer was founded in 1999 and began use of the marks INTERNATIONAL HOUSE OF PRAYER and IHOP at that time.

16. In 1999, Prayer began using the website www.IHOPKC.com.

17. Prayer filed two United States Trademark Applications in 2000 for INTERNATIONAL HOUSE OF PRAYER, which were eventually abandoned. IHOP did not file an opposition to the applications.

18. On information and belief, IHOP monitors the use of marks including the phrase “international house of.”

19. On information and belief, IHOP regularly monitors PTO filings and files oppositions to police its marks. For example, IHOP filed an opposition in 2008 against

“International House of Sauces and Seasonings” and an opposition in 2004 against “International House of Coffee.”

20. On information and belief, IHOP had actual knowledge of the abandoned application for “INTERNATIONAL HOUSE OF PRAYER” and of Prayer’s use of the acronym “IHOP” as early as 2002.

21. Prayer registered the domain name <http://www.ihop.org> in or about April of 2002 and has used it continually since then.

22. Therefore, at a minimum, as of 2002, Plaintiffs were also on constructive notice of Prayer’s use of INTERNATIONAL HOUSE OF PRAYER and IHOP because a reasonable inquiry would have discovered either the website www.ihop.org and www.IHOPKC.com .

23. Despite IHOP’s actual knowledge of Prayer’s use of the INTERNATIONAL HOUSE OF PRAYER and IHOP marks since 2002, IHOP contacted Prayer about the marks once, in 2006, before filing a prior lawsuit for federal trademark infringement and dilution against Prayer and other entities in the U.S. District Court for the Central District of California on September 3, 2010, styled *IHOP IP, LLC v. International House of Prayer, et al.*, Case No. 2:10-cv-06622-SJO-SH (“the California Lawsuit”).

24. In August of 2006, Plaintiffs sent a cease and desist letter to Prayer, a true and correct copy of which is attached hereto as Exhibit A.

25. Prayer responded to Plaintiffs’ cease and desist letter in September of 2006 and detailed the reasons why Prayer was not infringing or diluting the IHOP trademarks, including the acronym IHOP, a true and correct copy of which is attached hereto as Exhibit B.

26. IHOP did not respond to Prayer's 2006 correspondence and Prayer heard nothing further from Plaintiffs until Plaintiffs filed the California Lawsuit on September 3, 2010 (the California lawsuit was voluntarily dismissed without prejudice on December 21, 2010).

27. Based on IHOP's failure to engage in further communication with Prayer, Prayer reasonably believed that IHOP was no longer objecting to Prayer's use of the disputed mark.

28. Prayer relied on IHOP's acquiescence and continued to utilize the INTERNATIONAL HOUSE OF PRAYER and related marks, including IHOP and IHOPU, in relation to its mission work and educational services.

29. Prayer has continued to use its mark since 2006 to build a successful mission based around its marks, its name and website – <http://www.ihop.org>.

30. Prayer's mission has grown significantly during this timeframe.

31. Prayer has invested substantial amounts of time and money in this name – so much so that its website ranks second (only behind IHOP) on a Google search for “international house of” and “IHOP.”

32. To force Prayer to change its universally recognized name at this point amounts to extreme prejudice.

33. Plaintiffs have had constructive knowledge of Prayer's use of its mark since 1999, and actual knowledge of the use since 2002. Thus, IHOP's delay in bringing suit far exceeds the statute of limitations for asserting the causes of action in Plaintiffs' Amended Complaint.

34. Plaintiffs' delay in bringing suit was unreasonable and Prayer has been unduly prejudiced by the delay in bringing suit.

35. Plaintiffs' claims are barred by the doctrine of laches.

SEVENTH AFFIRMATIVE DEFENSE

36. Plaintiffs' claims are barred by the doctrine of equitable estoppel.
37. International House of Prayer was founded in 1999 and began use of the mark INTERNATIONAL HOUSE OF PRAYER and IHOP.
38. In 1999, Prayer began using the website www.IHOPKC.com.
39. Plaintiffs first contacted Prayer about this dispute in August of 2006 when Plaintiffs sent a cease and desist letter. *See Exhibit A.*
40. Prayer responded to the cease and desist letter in September of 2006 and detailed the reasons why Prayer was not infringing or diluting the IHOP trademarks. *See Exhibit B.*
41. Plaintiffs did not respond to Prayer's correspondence.
42. Based on IHOP's failure to engage in further communication with Prayer, Prayer reasonably believed that IHOP was no longer objecting to Prayer's use of INTERNATIONAL HOUSE OF PRAYER and IHOP.
43. Prayer relied on IHOP's acquiescence and continued to utilize the INTERNATIONAL HOUSE OF PRAYER and related marks, including IHOP and IHOPU, in relation to its mission work and educational services.
44. Prayer has continued to use its mark since 2006 to build a successful mission based around its marks, its name and website – <http://www.ihop.org>.
45. Prayer's mission has grown significantly during this timeframe.
46. Prayer has invested substantial amounts of time and money in this name – so much so that its website ranks second (only behind IHOP) on a Google search for “international house of” and “IHOP.”

47. To force Prayer to change its universally recognized name at this point amounts to extreme prejudice.

48. Plaintiffs' claims are therefore barred by the doctrine of equitable estoppel.

DERENDANTS PRAYER FOR RELIEF

WHEREFORE, Defendants pray that this Court:

- a. Dismiss the claims as to Defendants with prejudice; and
- b. Declare this case exceptional under 15 USC 1117(a) and award attorneys fees and costs to Defendants.

JURY DEMAND

Defendants demand a Jury Trial on all issues so triable.

Dated: December 23, 2011

Respectfully submitted,

POLSINELLI SHUGHART PC

By: /s/ Keith J. Grady

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ATTORNEYS FOR DEFENDANTS
INTERNATIONAL HOUSE OF PRAYER,
FRIENDS OF THE BRIDEGROOM, INC.,
SHILOH MINISTRIES, INC., AND
MIKE BICKLE

CERTIFICATE OF SERVICE

I hereby certify that on December 23, 2011, the foregoing was electronically filed with the Clerk of the Court using the CM/ECF system, which sent Notice of Electronic Filing to the following:

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/s/ Keith J. Grady