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2006-12-11 18:41:22 (GMT)

18168170311 From: Kim Whittlesey-Dye

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**MAJOR LEAGUE BASEBALL PLAYERS
ASSOCIATION,**

Plaintiff,

v.

**S.F. ADVISORS, LLC, d/b/a
AFFINITY CLUB NETWORK, LLC,
JOHN LAROCCA, RAVI V. KOTHARE,
and DAVID M. MASER**

Defendants.

Case No. 06-5211

STIPULATION AND CONSENT INJUNCTION

Plaintiff, Major League Baseball Players Association ("Players Association"), and defendants S.F. Advisors, LLC, d/b/a Affinity Club Network, LLC, Ravi V. Kothare and David M. Maser (collectively, "Stipulating Defendants"), hereby stipulate to the entry of a preliminary injunction as follows:

1. The Stipulating Defendants own or manage and/or are employed by the entity known as Affinity Club Network, LLC. The Stipulating Defendants have retained the law firm of Neil E. Jokelson and Associates, LLC, to represent them in this case, and that firm is authorized to enter into this stipulation and consent injunction on their behalf.

2. The Stipulating Defendants, and any other person(s) acting for them or under their control, shall immediately cease and hereafter refrain from using any and all rights granted to them or to any other person or entity, including Affinity Club Network, LLC, in or as a result of the License Agreement dated November 15, 2004 between the Players Association and Affinity Club Network, LLC (attached as Exhibit C to the Verified Complaint), and shall immediately abide by the following post-termination provisions contained in said License Agreement:

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- a. discontinuing all use of the Rights granted pursuant to the License Agreement;
- b. discontinuing the use of any and all Trademarks granted pursuant to the License Agreement, specifically MLBPA, Major League Baseball Players Association, MLBPA logo and MLB Players Choice logo, and any other trademarks owned by or assigned to the Players Association, including PLAYERS CHOICE, PLAYERS CHOICE and Design, MLBPLAYERS.com, PLAYERS CHOICE CLUB, PLAYERS CHOICE GOLD CLUB, PLAYERS CHOICE PLATINUM CLUB, or any other use of the words "Players Choice" as a mark in any form or combination whatsoever, including the use of the marks on Affinity Club Network's internet websites; and promptly taking whatever steps as might be necessary, including execution and delivery of documents, to transfer or assign to the Players Association any and all rights in any such marks;
- c. discontinuing any representation or suggestion that the Stipulating Defendants' products or services are licensed, sponsored, approved or endorsed by the Players Association;
- d. taking down, deactivating or otherwise discontinuing the internet websites www.playerschoiceclub.com and www.playerschoicegold.com, and any other websites used to market or in support of the Players Choice Clubs. The Stipulating Defendants may continue to utilize or operate the website

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www.affinityclubnetwork.com so long as it does not use any of the Rights or Trademarks defined in the License Agreement on or in connection with that internet website;

- e. ceasing to use and/or sell all artwork and product (whether finished goods or work-in-process) bearing any version of the PLAYERS CHOICE mark and/or the Rights and Trademarks granted in the License Agreement, and placing all such artwork and product in the custody of their counsel for safekeeping pending final resolution of this action or any related actions;
- f. ceasing all billing of current memberships for Players Choice Clubs;
- g. ceasing sales of new memberships and renewals for Players Choice Clubs;
- h. refunding all payments made by members of Players Choice Clubs for months beyond October, 2006, including prorated refunds on annual memberships; and
- i. ceasing to use and transferring to the Players Association, by overnight delivery service with tracking procedures, an electronic file, with an attached printed hard copy, containing the entire Players Choice Clubs membership database.

3. The parties shall remain free to assert any claims for monetary relief, and defenses to those claims, in this action, or otherwise.

RESPECTFULLY SUBMITTED this ____ day of December, 2006.

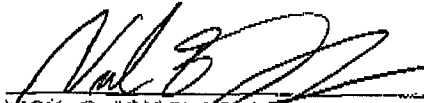
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APPROVED AND SO ORDERED, this __ day of
December, 2006:

~~HONORABLE J. CURTIS JOYNER~~
UNITED STATES DISTRICT JUDGE