

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Deficient Assignment (May 7, 2008 Agreement, May 13, 2008 Recordation)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
C.S. Anderson Enterprises, Inc.		05/07/2008	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Citrus Sports Group, LLC
Street Address:	30 Addison Road
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02452
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2755164	TAMPA BAY ROWDIES

CORRESPONDENCE DATA

Fax Number: (214)739-5209
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-292-8300
 Email: shemingway@hemlaw.org
 Correspondent Name: D. Scott Hemingway
 Address Line 1: 1717 Main Street, Suite 2500
 Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	D. Scott Hemingway
Signature:	/D. Scott Hemingway/
Date:	04/30/2009

Total Attachments: 192

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**TRADEMARK
 REEL: 003979 FRAME: 0604**

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In the Matter of Trademark Registrant:

Classic Ink, Inc.	§
(formerly C.S. Anderson	§
Enterprises, Inc.)	§
	§
Registration No. 2,755,164	§
	§
Serial No. 76/319,819	§
	§
Filed: Oct. 1, 2001	§
	§
Mark: TAMPA BAY ROWDIES	§
	§

NOTICE OF DEFICIENT ASSIGNMENT

Registrant, Classic Ink, Inc. (formerly C.S. Anderson Enterprises, Inc.) in the above-identified trademark registration provides the U.S. Patent and Trademark Office with the present Notice of Deficient Assignment as follows:

Registrant

1. Registrant, Classic Ink, Inc. is a corporation duly organized under the laws of the State of Texas and having a principal place of business at 11550 Plano Road, Suite 309, Dallas, Texas, which was previously named C.S. Anderson Enterprises, Inc. prior to a registered name change amendment to its Articles of Incorporation on May 3, 2006.

2. Registrant is the one, only, exclusive and true owner of all right, title and interest to the federal trademark "TAMPA BAY ROWDIES," United States Trademark Registration No. 2,755,164 ("the '164 Registration"), registered on August 26, 2003 for use on "clothing, namely t-shirts, sweatshirts, jerseys, hats and caps."

3. On May 13, 2008, a Notice of Assignment with a copy of a May 7, 2008 agreement was improperly filed with the United States Patent and Trademark Office (*Exhibit 11 and 12 hereto*), which documentation falsely purports to be an assignment of the '164 Registration. This May 7, 2008 agreement is null, void and has no legal effect on the rights to the '164 Registration, and the May 13, 2008 recordation of this document constitutes a false, deficient and mistaken impression that rights to the '164 Registration have been transferred from the Registrant (Classic Ink, Inc.).

4. Registrant requests that the May 13, 2008 Recordation of the May 7, 2008 agreement be revoked, stricken, expunged from trademark assignment records.

Factual Background

Plaintiff, Classic Ink, Inc. (formerly C.S. Anderson Enterprises, Inc.)

5. On September 27, 2001, C.S. Anderson Enterprises, Inc. was incorporated with the Secretary of State's Office for the State of Texas. *Exhibit 1, Articles of Incorporation.*

6. Mr. Christian Anderson was identified in the Articles of Incorporation filed with the Texas Secretary of State's Office on September 27, 2001 as the President, Secretary and Treasurer, and Mr. Anderson was the sole shareholder when the Articles of Incorporation were filed with the Texas Secretary of States Office. *Exhibit 1, Articles of Incorporation and Share Certificate No. 1 (1000 shares).*

7. C.S. Anderson Enterprises, Inc. was formed to market and promote sports apparel, including conducting business activities such as the marketing, promotion, manufacture, sale, and distribution of clothing and merchandise showing the name and/or

logo of classic sports teams, including T-shirts, sweatshirts, jerseys, caps and hats possessing such logos and team names. *Exhibit 1, Articles of Incorporation.*

8. On May 2, 2005, C.S. Anderson Enterprises, Inc. filed an Assumed Name registration for "Classic Sports Logos" with the Secretary of State's Office for the State of Texas. *Exhibit 2, Assumed Name Registration.*

9. On May 10, 2005, C.S. Anderson, Inc. amended its Articles of Incorporation to issue additional shares to the corporation, 2000 total shares, of which 500 shares were subsequently assigned to Mr. Mark Scott. *Exhibit 3, Amendment to Articles of Incorporation, Exhibit 5, Stock Certificate No. 2 to Mr. Scott, May 11, 2005.*

10. As of December 22, 2005, the only outstanding and issued stock in C.S. Anderson Enterprises, Inc. was 1500 shares issued to Mr. Christian S. Anderson (1000 shares) and Mr. Mark Scott (500 shares). *Exhibit 4, Stock Purchase Agreement, p. 1, 4.*

11. On December 22, 2005, the only shareholders in C.S. Anderson Enterprises, Inc. sold all the outstanding and issued shares in the company to Mr. Jeff Henderson and Mr. Adam Walterscheid in a Stock Purchase Agreement. *Exhibit 4, Stock Purchase Agreement; Exhibit 5, Stock Certificate No. 2 and Stock Powers Assigning All Shares.*

12. On December 22, 2005, the Board of Directors for C.S. Anderson Enterprises, Inc. (Mr. Anderson, Ms. Anderson and Mr. Scott) resigned their positions as officers and directors of C.S. Anderson Enterprises, Inc. *Exhibit 6, Letters of Resignation.*

13. Even though there was a transfer of stock ownership and resignation of the officers/directors of C.S. Anderson Enterprises, Inc., the assets of the company, such as trademark registrations, company goodwill, or other assets, remained a corporate asset of

C.S. Anderson Enterprises, Inc. and no such corporate assets were transferred as part of the Stock Purchase Agreement. *Exhibit 4, Stock Purchase Agreement, Dec. 22, 2005, ¶4.4, 4.5, p. 5; Exhibit 9, Trademark Registration No. 2,755,164, registered Aug. 26, 2003 and assigned to C.S. Anderson Enterprises, Inc. (see Assignment Recordation, April 23, 2002).*

14. On March 3, 2006, the corporate name of C.S. Anderson Enterprises, Inc. was amended and changed to Classic Ink, Inc., and the registered agent for Classic Ink, Inc. (formerly C.S. Anderson Enterprises, Inc.) was identified as Mr. Adam Walterscheid. *Exhibit 7, Articles of Incorporation Amendment to Corporate Name.*

15. Classic Ink, Inc. is a corporation in good standing with the Texas Secretary of State's Office, the corporate filings for Classic Ink, Inc. are current, with Mr. Jeffrey Henderson and Mr. Adam Walterscheid identified as the directors, president, vice president, treasurer and secretary. *Exhibit 8, Request for Corporate Records.*

16. If one were to inquire as to the ownership of C.S. Anderson Enterprises, Inc. with the Texas Secretary of State's Office, the Plaintiff Classic Ink, Inc. is the only corporate entity with the Texas Secretary of State's Office that is identified as relating in any manner to C.S. Anderson Enterprises, Inc. *Exhibit 8, Request for Corporate Records.* and,

17. One would only need to make an inquiry with the Texas Secretary of State's Office in order to identify the Plaintiff Classic Ink, Inc. as the only Texas corporate entity formerly known as C.S. Anderson Enterprises, Inc.

The '164 Trademark Registration for Tampa Bay Rowdies

18. On August 26, 2003, the mark TAMPA BAY ROWDIES was registered as a federal trademark with the United States Patent and Trademark Office and assigned to Registrant Classic Ink, Inc. under its former name, C.S. Anderson Enterprises, Inc. This trademark registration is U.S. Trademark Reg. No. 2,755,164, a copy of which is attached at Exhibit 9. (hereinafter referred to as “the ‘164 Registration”).

19. The ‘164 Registration was a “word mark” granting exclusive rights to the trademark “Tampa Bay Rowdies” as used on “Clothing, namely T-shirts, sweat-shirts, jerseys, hats and caps. *Exhibit 9, The ‘164 Registration.*

20. A Section 8 Affidavit of Continued Use under the Trademark Act for the ‘164 Registration has been filed with the United States Patent & Trademark Office by Classic Ink, Inc.

21. A Section 15 Declaration of Incontestability under the Trademark Act for the ‘164 Registration has been filed with the United States Patent & Trademark Office.

22. Classic Ink, Inc. owns all right, title and interest to the ‘164 Registration because the ‘164 Registration, Classic Ink, Inc. (under its former name C.S. Anderson Enterprises, Inc.) was assigned all right, title and interest to said trademark application and issuing registration. *Exhibit 10, Notice of Recordation of Assignment, Sept. 20, 2002, Assignment to C.S. Anderson Enterprises, Inc., Dec. 19, 2001.*

23. Classic Ink, Inc. (under this name or its former name C.S. Anderson Enterprises, Inc.) and its authorized representatives have never assigned, transferred or otherwise disposed of said corporate asset to any other entity or person.

24. Under the Trademark Manual of Examining Procedure (TMEP) Section 3.1, an “assignment means a transfer by a party of all or part of its right, title and interest to a registered mark or a mark for which an application to register has been filed.” *TMEP* §3.1.

25. While assignments of trademark rights may be recorded with the Trademark Office, the Trademark Manual of Examining Procedure (TMEP) Section 1604.07(e) states that “[a] mere change of the name of a party is not a change of entity and will not require an inquiry regarding ownership if there is clear title in the party who filed the §8 affidavit.” *TMEP* §1604.07.

26. There was no legal obligation under the law or Trademark Office regulations to register a change in corporate name for the owner of the ‘164 Registration because there was no assignment, transfer, or other disposition of trademark rights to another person or entity – the ‘164 Trademark Registration has remained a corporate asset of Classic Ink, Inc. (formerly C.S. Anderson Enterprises, Inc., which is the same corporate entity). *See U.S. v. 1234 Watches*, 2002 U.S. Dist. Lexis 28357 (C.D. Cal. Jan. 16, 2002); *Chen Ming Huang v. Tzu Wei Chen Food Co.*, 849 F.2d 1458, 1460 (Fed. Cir. 1988); *Dept. of Justice v. Calspan Corp.*, 578 F.2d 295, 300 (C.C.P.A. 1978).

27. Even though not required to do so, a Notice of Corporate Name Change has been filed with the U.S. Patent and Trademark Office.

The False Assignment of Rights to the ‘164 Registration

28. More than two years after the only shareholders in C.S. Anderson Enterprises, Inc. (including Mr. Chris Anderson and Mr. Scott) sold all the outstanding and issued shares in the company to Mr. Jeff Henderson and Mr. Adam Walterscheid in a

December 22, 2005 Stock Purchase Agreement, Defendants Citrus Ventures and Citrus Sports Group negotiated and executed a false assignment with Mr. Chris Anderson on May 7, 2008 that purported to transfer all right, title and interest to the '164 Registration to the Citrus Sports Group, LLC. *Exhibit 4, Stock Purchase Agreement, Exhibit 5, Stock Power, Exhibit 12, Alleged Contract.*

29. More than two years after the Board of Directors for C.S. Anderson Enterprises, Inc. (including Mr. Chris Anderson, Ms. Anderson and Mr. Scott) resigned their positions as officers and directors of C.S. Anderson Enterprises, Inc., Defendants Citrus Ventures and Citrus Sports Group negotiated and executed a false assignment with Mr. Chris Anderson on May 7, 2008 that purported to transfer all right, title and interest to the '164 Registration to the Citrus Sports Group, LLC. *Exhibit 6, Letters of Resignation, Exhibit 12, Alleged Contract.*

30. More than two years after the name of C.S. Anderson Enterprises, Inc. was amended and changed by the Texas Secretary of State's Office to Classic Ink, Inc., and the registered agent for Classic Ink, Inc. (formerly C.S. Anderson Enterprises, Inc.) was identified as Mr. Adam Walterscheid with the Texas Secretary of State's Office, Defendants Citrus Ventures and Citrus Sports Group jointly participated in the negotiation, transmission and execution of a false assignment with Mr. Chris Anderson on May 7, 2008 that purported to transfer all right, title and interest to the '164 Registration. *Exhibit 12, Alleged Contract.*

31. At the time Mr. Chris Anderson signed the May 7, 2008 false assignment of rights, he did not own any shares in Classic Ink, Inc. (formerly C.S. Anderson Enterprises, Inc.), he was not an officer, director, or registered agent for Classic Ink, Inc.

(formerly C.S. Anderson Enterprises, Inc.), and he held no right of ownership, controller, or agent with respect to any assets held by Classic Ink, Inc. (formerly C.S. Anderson Enterprises, Inc.). *Exhibit 4, Stock Purchase Agreement, Exhibit 5, Stock Power, Exhibit 6, Letters of Resignation, Exhibit 7 and 8, Recordation of Name Change and Corporate Officers/Directors for Classic Ink, Inc. (formerly C.S. Anderson Enterprises, Inc.).*

32. Mr. Anderson is falsely identified as “Owner” of C.S. Anderson Enterprises, Inc. on the May 7, 2008 Agreement with Citrus Sports Group, LLC, which was transmitted from a fax machine at Citrus Ventures to Mr. Anderson on May 7, 2008. *Exhibit 12, p. 3 (signature page and fax header).*

33. The contract dated May 7, 2008 purporting to assign and transfer all rights to the ‘164 Registration is null and void, and it has no effect on the valid rights held by Classic Ink, Inc. (formerly C.S. Anderson Enterprises, Inc.) to the ‘164 Registration, which all right, title and interest still are maintained in, by and for Classic Ink, Inc.

34. One or more of the parties that signed this false trademark assignment dated May 7, 2008 knew at that time that Mr. Anderson did not own or control any corporate assets of Classic Ink, Inc. (formerly C.S. Anderson Enterprises, Inc.), including the ‘164 Trademark Registration, but the May 7, 2008 agreement was signed anyway.

35. One or more of the parties that signed this false trademark assignment dated May 7, 2008 knew at that time that Mr. Anderson did not own or control any shares or other ownership interest in Classic Ink, Inc. (formerly C.S. Anderson Enterprises, Inc.), but the May 7, 2008 agreement was signed anyway.

36. One or more of the parties that signed this false trademark assignment dated May 7, 2008 knew at that time that Mr. Anderson did hold any position as owner,

president, vice president, secretary, treasurer, officer or director in Classic Ink, Inc. (formerly C.S. Anderson Enterprises, Inc.), but the May 7, 2008 agreement was signed anyway.

37. One or more of the parties to this false trademark assignment dated May 7, 2008 caused the May 7, 2008 contract to be recorded on May 13, 2008 with the U.S. Patent & Trademark Office under the false representation that C.S. Anderson Enterprises, Inc. (a Texas corporation) had assigned all right, title and interest to the '164 Registration to the Citrus Sports Group. *Exhibit 11, Assignment Recordation with False Assignment, Exhibit 12, Reel 3776, Frame No. 0562-67, May 7, 2008 Contract.*

38. When filed with the U.S. Patent & Trademark Office, one or more parties to this contract dated May 7, 2008 knew that the assignment of rights was null and void because the party executing the May 7, 2008 agreement was not an owner, director, controller or authorized agent for Classic Ink, Inc. (formerly C.S. Anderson Enterprises, Inc.) and that party to the May 7, 2008 contract had no authorization to negotiate, execute or sign such agreement on behalf of the rightful trademark owner.

39. When filed with the U.S. Patent & Trademark Office on May 13, 2008, several pages from the May 7, 2008 Agreement were omitted from the filing. *See Exhibit 11, False Assignment Recorded with Trademark Office, p. 4 and 5 omitted.*

40. On May 13, 2008, the Citrus Sports Group, LLC filed a separate trademark application for "Tampa Bay Rowdies" with the United States Patent and Trademark Office covering the use of said mark with "clothing items." *Exhibit 13, Application No. 77/472,897.*

41. When asked by the Trademark Examiner, the Defendant Citrus Sports Group, LLC made an affirmative representation to the U.S. Patent & Trademark Office during the prosecution of Application No. 77/472,897 that Applicant, Citrus Sports Group, LLC, “claims ownership of U.S. Registration Number(s) 2755164,” which is the subject trademark in the present case. *Exhibit 13, Application No. 77/472,897, p. 17 and 20.*

42. When this claim to ownership of the ‘164 Registration was made by Citrus Sports Group, LLC, the authorized signatory and attorney of record for Citrus Sports Group, LLC refused to submit a sworn signed declaration with that claim to ownership. *Exhibit 13, Application No. 77/472,897, p. 18 and 20.*

43. When applicant filed the trademark application on May 13, 2008, the authorized signatory and attorney of record for the Citrus Sports Group swore, under penalty of perjury pursuant to 18 U.S.C. §1001, that the Citrus Sports Group, LLC was “the owner of the trademark/service mark sought to be registered” and that “no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive.” *Exhibit 13, Application No. 77/472,897, p. 45.*

44. The Citrus Sports Group trademark application 77/472,897 was published for opposition on March 31, 2009. *Exhibit 13, Application No. 77/472,897, p. 7.*

45. Upon information and belief, the U.S. Patent & Trademark Office would not have permitted the Citrus Sports Group trademark application 77/472,897 to have

been allowed and published for opposition without the erroneous and mistaken claim to ownership over the '164 Registration.

46. The Registrant has filed a Notice of Opposition to the Citrus Sports Group trademark application 77/472,897 with the U.S. Patent & Trademark Office.

47. On September 29, 2008, the Citrus Sports Group, LLC filed another separate trademark application for "Tampa Bay Rowdies" with the United States Patent and Trademark Office covering the use of said mark with "clothing, namely t-shirts, sweatshirts, jerseys, hats and caps." *Exhibit 14, Application No. 77/581,514.*

48. When applicant filed the trademark application on September 29, 2008, the signatory for the Citrus Sports Group, Hinds Howard (a member partner of Citrus Ventures), swore, under penalty of perjury pursuant to 18 U.S.C. §1001, that the Citrus Sports Group, LLC was "the owner of the trademark/service mark sought to be registered" and that "no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive." *Exhibit 14, Application No. 77/581,514, p. 55.*

49. The Citrus Sports Group trademark application 77/581,514 is scheduled to be published for opposition on April 28, 2009. *Exhibit 14, Application No. 77/581,514, p. 7.*

50. Upon information and belief, the U.S. Patent & Trademark Office would not have permitted the Citrus Sports Group trademark application 77/581,514 to have

been allowed and published for opposition without having been notified of the existence and rightful ownership of the '164 Registration.

51. The Registrant has, or will file, a timely a Notice of Opposition to the Citrus Sports Group trademark application 77/581,514 with the U.S. Patent & Trademark Office.

Damage to Registrant

52. One or more of the parties to this May 7, 2008 agreement actually knew, or had reason to know by virtue of the public records maintained by the Texas Secretary of State's Office, that the May 7, 2008 agreement was not an authorized or legally valid conveyance of any property rights to the '164 Registration.

53. The May 7, 2008 agreement was recorded with the U.S. Patent & Trademark Office by one or more of the Defendants with the false representation that title rights to the '164 Registration had been conveyed to Defendants Tampa Bay Rowdies, Citrus Sports and/or Citrus Ventures.

54. The action of filing the May 7, 2008 agreement with the Records branch of the U.S. Patent & Trademark Office on May 13, 2008 placed a cloud on the title to the Registrant's property rights to the '164 Registration, which constitutes tortious interference with the right of the Plaintiff to dispose of its property.

55. Tampa Bay Rowdies, Citrus Sports and/or Citrus Ventures filed multiple trademark registrations for TAMPA BAY ROWDIES for use with "clothing items," and claimed exclusive rights to the applied mark despite the Registrant's rights to the '164 Registration, which constitutes interfering trademark applications that will, if registered, interfere with the Plaintiff's exclusive rights covered by the '164 Registration.

56. The actions taken by the Registrant to correct the misrepresentations of ownership created by the actions of Tampa Bay Rowdies, Citrus Sports, and/or Citrus Ventures would not have been necessary but for the improper business conduct and acts of one or more of these parties, who knew or should have known by the public records at the Texas Secretary of State's Office that the May 7, 2008 agreement was not an authorized or legally valid conveyance of any property rights to the '164 Registration.

57. The filing a false assignment of trademark rights and falsely claiming ownership of the '164 Registration as the property of the Tampa Bay Rowdies, Citrus Sports, and/or Citrus Ventures, as well as other acts of these parties, constitutes interference with the Plaintiff's right to dispose of its property, including interference with the Registrant's ability to dispose of property rights to those persons who desire to license or acquire some or all of the rights to the '164 Registration.

58. The filing a false assignment of trademark rights and falsely claiming ownership of the '164 Registration as the property of the Tampa Bay Rowdies, Citrus Sports, and/or Citrus Ventures, as well as other acts of these parties, constitutes a wrongful and tortious interference with prospective contract or prospective business relations, including interference with those persons who desire to license or acquire some or all of the rights to the '164 Registration.

59. The filing a false assignment of trademark rights and falsely claiming ownership of the '164 Registration as the property of the Tampa Bay Rowdies, Citrus Sports, and/or Citrus Ventures, as well as other acts of these parties, constitutes wrongful and tortious interference with the Registrant's enjoyment and use of property, including the Plaintiff's right to full enjoyment and use of the '164 Registration.

60. The filing a false assignment of trademark rights and falsely claiming ownership of the '164 Registration as the property of the Tampa Bay Rowdies, Citrus Sports, and/or Citrus Ventures, as well as other acts of these parties, supports a claim for intentional invasion of, or interference with, the property rights of the Registrant, including the Registrant's property rights to the '164 Registration.

61. Tampa Bay Rowdies, Citrus Sports, and/or Citrus Ventures actions constitute an intentional invasion of, or interference with, the Registrant's property rights thereby causing injury without just cause or excuse.

62. Tampa Bay Rowdies, Citrus Sports and/or Citrus Ventures explicit claim to ownership of the '164 Registration in one of its separate trademark application improperly "palmed off" these parties as the Registrant's business to their material advantage.

63. The Plaintiff is entitled to damages resulting from the acts committed by Tampa Bay Rowdies, Citrus Sports, and/or Citrus Ventures, and the Plaintiff is entitled to an injunction against further acts of unfair competition.

Notice of Deficient Assignment

64. The Notice of Assignment for the '164 Registration filed on May 13, 2008 by Citrus Sports Group, LLC is deficient because it has null, void and has no legal or enforceable force or effect. *See Exhibit 11 and 12.*

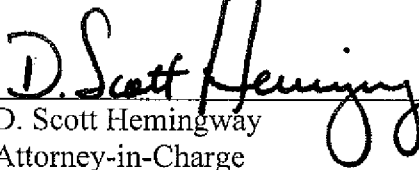
65. On May 13, 2008, a Notice of Assignment with a copy of a May 7, 2008 agreement was improperly filed with the United States Patent and Trademark Office (*Exhibit 11 and 12 hereto*), which documentation falsely purports to be an assignment of the '164 Registration. This May 7, 2008 agreement is null, void and has no legal effects

on the rights to the '164 Registration, and the May 13, 2008 recordation of this document constitutes a false, deficient and mistaken impression that rights to the '164 Registration have been transferred from the Registrant (Classic Ink, Inc.).

66. Registrant requests that the May 13, 2008 Recordation of the May 7, 2008 agreement be revoked, stricken, expunged from trademark assignment records.

Dated: 4/29/09

Respectfully submitted,


D. Scott Hemingway
Attorney-in-Charge

Texas Bar No. 09407880

Eugenia S. Hansen

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Dallas, Texas 75225

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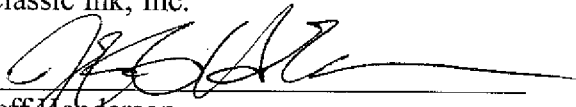
Fax: (214) 739-5209

Attorneys for Classic Ink, Inc.

VERIFICATION

I, Jeff Henderson, am Vice President of Classic Ink, Inc. (formerly named C.S. Anderson Enterprises, Inc.), and I am a citizen of the United States and a resident of the State of Texas. I am authorized by Classic Ink, Inc. to take this action. I have read the foregoing document and declare under penalty of perjury under the laws of the United States of America that the foregoing factual averments are true and correct to the best of my knowledge and belief.

Classic Ink, Inc.



Jeff Henderson
Vice President

4-28-09
Date

EXHIBIT 1

FILED
In the Office of the
Secretary of State of Texas

SEP 27 2001

ARTICLES OF INCORPORATION

OF

Corporations Section

C. S. ANDERSON ENTERPRISES, INCORPORATED

THE STATE OF TEXAS §

COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS, THAT:

I, **D. SCOTT HEMINGWAY**, being a natural person at least eighteen years of age and who is a private citizen of the State of Texas, do hereby make application for the purpose of forming a private corporation under, by virtue of, and according to the laws of the State of Texas, and the terms thereof and conditions thereof as follows:

I.

NAME

The name of the corporation is C. S. Anderson Enterprises, Incorporated.

II.

PRINCIPAL OFFICE

The principal office of the corporation is located at 5450 Emerson Avenue, Dallas, Texas 75209.

III.

DURATION

The period of duration is perpetual.

IV.

PURPOSE

The purpose for which the corporation is organized is the marketing and promotion of sports apparel.

V.

SHARES

The corporation shall have the authority to issue an aggregate number of one thousand shares (1,000) of capital stock; the said capital stock shall consist of one thousand (1,000) shares of common stock without par value. The shares shall have identical rights and privileges in every respect. All one thousand shares shall be issued to Christian Anderson.

VI.

PRE-EMPTIVE RIGHTS

The shareholders of the corporation shall have no pre-emptive rights to acquire additional capital stocks or treasury shares held by the corporation. Upon a unanimous vote, the Board of Directors of the corporation shall have the exclusive right to designate to whom additional shares of capital stock or treasury shares of the corporation may be sold.

VII.

REGISTERED OFFICE AND AGENT

The street address of its initial registered office is C. S. Anderson Enterprises, Incorporated, 8117 Preston Road, Suite 800, Dallas, Texas, 75225 and the name and phone number of the corporation's registered agent is D. Scott Hemingway, (214) 750-3362.

VIII.

BYLAWS

To the extent necessary, the initial bylaws shall be adopted by the Board of Directors. The power to adopt, alter, amend, or repeal the initial bylaws or adopt new bylaws is vested in the unanimous vote of the board of directors.

IX.

MAJORITY VOTES

A majority vote by the Directors is sufficient for any action which requires the vote or concurrence of shareholders.

X.

CUMULATIVE VOTING PROHIBITED

Cumulative voting by the shareholders of the corporation at any election for directors is expressly prohibited.

XI a.

BOARD OF DIRECTORS

The number of directors constituting the initial board of directors is one (1), and the name and address of the person who is to serve as director until replaced is:

Director, President and Secretary
Christian Anderson
5450 Emerson Ave.
Dallas, TX 75209

XI b.

The Directors and number of Directors of the Corporation as set forth in clause (a) of this article shall constitute the authorized Directors and number of Directors until changed by an amendment of a bylaw, as adopted by the unanimous vote of the Directors.

XI c.

Christian Anderson shall be appointed Director, President and Secretary of the Corporation.

XII.

INCORPORATOR

The name of the incorporator is:

D. Scott Hemingway
Preston Commons West
8117 Preston Road, Suite 800
Dallas, TX 75225

XIII.

DIRECTORS

Except as may be otherwise provided in Article 2.41 of the Texas Business Corporation Act, and subject to Article 2.35-1 of the Texas Business Corporation Act, no contract, act or transaction of the Corporation with any person or persons, firm, trust or association, or any other Corporation shall be affected or invalidated by the fact that any director, officer, or shareholder of the Corporation is a party to or is interested in such contract, act or transaction, or in any way connected with such person or persons, firm, trust or association, or is a director, officer or shareholder of or otherwise interested in any such other Corporation, nor shall any duty to pay damages on account to the Corporation be imposed upon such director, officer or shareholder of the Corporation solely by reason of such fact, regardless of whether the vote, action or presence of any such director, officer or shareholder maybe, or may have been, necessary to obligate the Corporation on or in connection with such contract, act or transaction, provided that if such vote, action, or presence is, or shall have been, necessary, such interest or connection (other than an interest as a non-controlling shareholder of any such other Corporation) be known or disclosed to the Board of Directors of the Corporation.

A director of the Corporation shall not be liable to the Corporation or its shareholders for monetary damages for an act or omission in the director's capacity as a director, except to the extent otherwise expressly provided by the Texas Miscellaneous Corporation Laws Act and/or the Texas Business Corporation Act, as such statutes now exist or may hereafter be amended. Any repeal or modification of this paragraph by the shareholders of the Corporation shall be prospective only and shall not adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such repeal or modification.

XIV.

INDEMNIFICATION INSURANCE

A. Persons. The corporation shall indemnify, to the extent provided in paragraphs B, D, or F.

1. any person who is or was a director, officer, agent or employee of the corporation; and
2. any person who serves or served at the corporation's request as a director, officer, agent, employee, partner or trustee of another corporation or of a partnership, joint venture, trust or other Enterprises.

B. Extent-Derivative Suits. In case of a suit by or in the right of the corporation against a person named in Paragraph A, the corporation shall indemnify him if he satisfies the standard in Paragraph C for expenses (including attorney fees, but excluding

the amounts paid in settlement) actually and reasonably incurred by him in connection with the defense of a suit.

C. **Standard-Derivative Suits.** In case of a suit by or in the right of the corporation, a person named in Paragraph A shall be indemnified only if:

1. he is successful on the merits or otherwise; or
2. he acted in good faith in the transaction which is the subject of the suit, and in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation.

However, he shall not be indemnified in respect to any claim, issue, or matter as to which he has been adjudged liable for negligence or misconduct in the performance of his duty to the corporation unless (and only to the extent that) the Court in which the suit was brought shall determine, upon application, that despite the adjudication but in view of all the circumstances, he is fairly and reasonably entitled to indemnity for such expenses as the Court shall deem proper.

D. **Extent - Nonderivative Suits.** In case of a suit, action or proceeding (whether civil, criminal, administrative or investigative), other than a suit brought by or in the right of the corporation, together hereafter referred to as a nonderivative suit, against a person named in Paragraph A, the corporation shall indemnify him if he satisfies the standard in Paragraph E, for amounts actually and reasonably incurred by him in connection with the defense or settlement of the nonderivative suit as 1) expenses including attorney fees, 2) amounts paid in settlement, 3) judgments, and 4) fines.

E. **Standard - Nonderivative Suits.** In case of a nonderivative suit, a person named in Paragraph A shall be indemnified only if:

1. he is successful on the merits or otherwise, or
2. he acted in good faith in the transaction which is the subject of the nonderivative suit, and in a manner he reasonably believed were in the best interests of the corporation and, with respect to any criminal action or proceeding, he had no reason to believe his conduct was unlawful. The termination of a non-derivative suit by judgment, order, settlement, conviction, or upon plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person failed to satisfy the standard of this Paragraph E.2.

F. **Determination that Standard has been Met.** A determination that the standard of Paragraph C or E has been satisfied may be made by a court, or, except as stated in Paragraph C.2. (2nd sentence), the determination may be made by:

1. a majority of the directors of the corporation (whether or not a quorum) who were not parties to the action, suit or proceeding, or

2. independent legal counsel appointed by a majority of the directors of the corporation, whether or not a quorum, or elected by the shareholders of the corporation, or

3. the shareholders of the corporation.

G. Proration. Anyone making a determination that a person has met the standard as to some matters, but not as to others, may reasonably prorate the amount identified.

H. Nonexclusive. The indemnification provided by Paragraphs A - G shall not be exclusive of any other rights to which a person may be entitled by law, bylaw, agreement, vote of shareholders or disinterested directors, or otherwise.

L. Continuation. The indemnification and advance payment provided by Paragraphs A - H shall continue as to a person who has ceased to hold a position named in Paragraph A and shall inure to his heirs, executors, and administrator.

I. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who holds or who has held any position named in Paragraph A, against any liability by him in any such position, or arising out of his status as such, whether or not the corporation would have power to indemnify him against such liability under Paragraphs A - H.

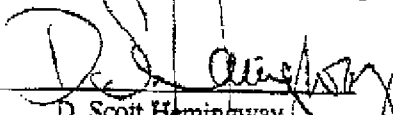
K. Reports. Indemnification payments, advance payments, and insurance purchases and payments made under Paragraphs A - K shall be reported in writing to the shareholders of the corporation with the next notice of annual meeting or within six (6) months, whichever is sooner.

XV.

SHAREHOLDER CONSENT ELECTION

It is hereby provided that in accordance with Article 9.10.A of the Texas Business Corporation Act, any action required to be taken at any annual or special meeting of the shareholders, or any action which may be taken at any annual or special meeting of shareholders, may be taken without a vote of the shareholders if a consent or consents in writing, setting forth the action so taken, shall have been signed by the Directors and the holder or holders of shares having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all shares entitled to vote on the action were present and voted.

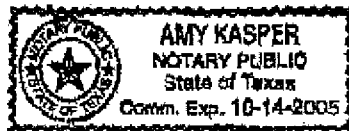
IN WITNESS WHEREOF, I have hereunto my set my hand this 25th day of September, 2001.



D. Scott Hemingway
Incorporator

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority on this day appeared D. Scott Hemingway, who is personally known to me and who is a natural person over the age of eighteen years, a citizen of the State of Texas, and having been by me duly sworn, states an oath that the facts set out in the foregoing Articles of Incorporation are true and correct.

SWORN TO AND SUBSCRIBED BEFORE ME, to certify which witness my hand and seal of office this 25th day of September, 2001.




Notary Public for the
State of Texas

Organized under the laws of the State of Texas



CERTIFICATE



SHARES



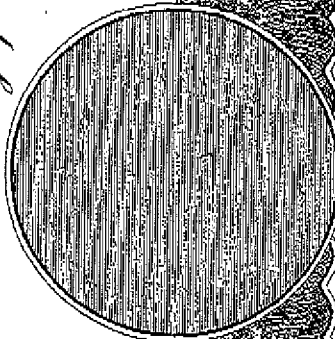
C.S. Anderson Enterprises, Incorporated
TWO THOUSAND SHARES AUTHORIZED, NO PAR VALUE

See reverse for sale and transfer restrictions.

This is to Certify that Christian Anderson *is*
the registered holder of One Thousand *Shares*

transferable only on the books of the Corporation by the holder hereof, in person or by
Attorney, upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by
its duly authorized officer(s) this 30th *day of* September, 20 01.



[Signature]

PRESIDENT

© 1954, 2003 LAWRENCE A. AND SHERVICH, INC.

EXHIBIT 2

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Roger Williams
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING OF

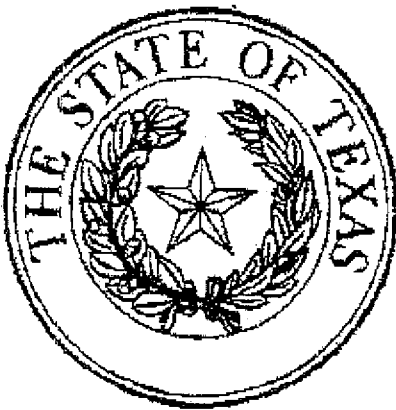
C.S. Anderson Enterprises, Incorporated
Filing Number: 800015258
Assumed Name:
Classic Sports Logos

The undersigned, as Secretary of State of Texas, hereby certifies that the assumed name certificate for the above named entity has been received in this office and filed as provided by law on the date shown below.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Filing.

Dated: 05/02/2005

Effective: 05/02/2005



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams
Secretary of State

Phone: (512) 463-5555
Prepared by: WEBSUBSCRIBER

Come visit us on the internet at <http://www.sos.state.tx.us/>
Fax: (512) 463-5709

TTY: 7-1-1
Document: 8942870002

TRADEMARK
REEL: 003979 FRAME: 0635



Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697
(Form 503)

Filed in the Office of the
Secretary of State of Texas
Filing #: 800015258 4/2/2005
Document #: 89428700002
Image Generated Electronically
for Web Filing

**ASSUMED NAME CERTIFICATE
FOR FILING WITH THE SECRETARY OF STATE**

1. The name of the corporation, limited liability company, limited partnership, or registered limited liability partnership as stated in its articles of incorporation, articles of organization, certificate of limited partnership, application for certificate of authority or comparable document is
C.S. Anderson Enterprises, Incorporated

2. The assumed name under which the business or professional service is or is to be conducted or rendered is
Classic Sports Logos

3. The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is TEXAS and the address of its registered or similar office in that jurisdiction is: 8117 Preston Road, Suite 800, Dallas, TX, USA 75225

4. The period, not to exceed 10 years, during which the assumed name will be used is (enter number of years or a date of expiration): 05/02/2015

5. The entity is a (check one):
A.

<input checked="" type="checkbox"/> Business Corporation	<input type="checkbox"/> Non-Profit Corporation
<input type="checkbox"/> Professional Corporation	<input type="checkbox"/> Professional Association
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Registered Limited Liability Partnership	

5. B. If the entity is some other type business, professional or other association that is incorporated, please specify below. (e.g., bank, savings and loan association, etc.)

6. If the entity is required to maintain a registered office in Texas, the address of the registered office is
8117 Preston Road, Suite 800, Dallas, TX, USA 75225
and the name of its registered agent at such address is
D. Scott Hemingway
The address of the principal office (if not the same as the registered office) is

7. If the entity is not required to or does not maintain a registered office in Texas, the office address in Texas is

and if the entity is not incorporated, organized or associated under the laws of Texas, the address of its place of business in Texas is

and the office address elsewhere is

8. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are (if applicable, use the designation "ALL" or list the specific county or counties below.)

ALL COUNTIES

9. The undersigned, if acting in the capacity of an attorney-in-fact of the entity, certifies that the entity has duly authorized the attorney-in-fact in writing to execute this document.

C.S. Anderson Enterprises, Incorporated
Name of the entity

By: Christian Anderson, president

Signature of officer, general partner, manager,
representative or attorney-in-fact of the entity

NOTE

This form is designed to meet statutory requirements for filing with the secretary of state and is not designed to meet filing requirements on the county level. Filing requirements for assumed name documents to be filed with the county clerk differ. Assumed name documents filed with the county clerk are to be executed and acknowledged by the filing party, which requires that the document be notarized.

FILING OFFICE COPY

EXHIBIT 3

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Roger Williams
Secretary of State

Office of the Secretary of State

CERTIFICATE OF AMENDMENT OF

C.S. Anderson Enterprises, Incorporated
800015258

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of amendment for the above named entity have been received in this office and have been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Amendment.

Dated: 05/10/2005
Effective: 05/10/2005



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams
Secretary of State

Phone: (512) 463-5555
Prepared by: Lisa Jones

Come visit us on the Internet at <http://www.sos.state.tx.us/>
Fax: (512) 463-5709

TTY: 7-1-1
Document: 90204970002

TRADEMARK
REEL: 003979 FRAME: 0639

BLACK, MANN & GRAHAM Fax: 9723530909

May 10 2006 12:41 P.02

Form 404
Rev (09/03)

Form 404
(revised 9/03)

Return in Duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: \$150



This space reserved for office use.

Articles of Amendment
Pursuant to Article 4.04,
Texas Business
Corporation Act

FILED
In the Office of the
Secretary of State of Texas
MAY 10 2006
Corporations Section

Article 1 -Name

The name of the corporation is as set forth below:

C.S. Anderson Enterprises, Incorporated

State the name of the entity as it is currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name in Article 1.

The filing number issued to the corporation by the secretary of state is: 800015258

Article 2 - Amended Name

(If the purpose of the articles of amendment is to change the name of the corporation, then use the following statement)

The amendment changes the articles of incorporation to change the article that names the corporation. The article in the Articles of Incorporation is amended to read as follows:

The name of the corporation is (state the new name of the corporation below)

N/A

The name of the entity must contain an organizational ending or accepted abbreviation of such term. The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

Article 3 - Amendment to Registered Agent/Registered Office

The amendment changes the articles of incorporation to change the article stating the registered agent and the registered office address of the corporation. The article is amended to read as follows:

Registered Agent of the Corporation

(Complete either A or B, but not both. Also complete C.)

A. The registered agent is an organization (cannot be corporation named above) by the name of:

OR

B. The registered agent is an individual resident of the state whose name is set forth below

First Name	MI	Last Name	Suffix

Registered Office of the Corporation (Cannot be a P.O. Box.)

C. The business address of the registered agent and the registered office address is

Street Address	City	State	Zip Code
		TX	

Article 4 - Other Altered, Added, or Deleted Provisions

Other changes or additions to the articles of incorporation may be made in the space provided below. If the space provided is insufficient to meet your needs, you may incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

Present Article V. is deleted in its entirety, and replaced by the following:

**V.
SHARES**

The Corporation shall have the authority to issue an aggregate number of two thousand shares (2,000) of capital stock; the said capital stock shall consist of two thousand (2,000) shares of common stock without par value. The shares shall have identical rights and privileges in every respect.

Article 5 - Date of Adoption

The date of the adoption of this amendment(s) by the shareholders of the corporation, or by the board of directors where no shares have been issued is May 3, 2005

Article 6 - Statement of Approval

The amendments to the articles of incorporation have been approved in the manner required by the Texas Business Corporation Act and by the constituent documents of the corporation.

Effective Date of Filing

- A. This document will become effective when the document is filed by the secretary of state.
OR
B. This document will become effective at a later date, which is not more than ninety (90) days from the date of its filing by the secretary of state. The delayed effective date is

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a false or fraudulent document.



5/6/05

Christian Anderson
Signature of Authorized Officer

May 6, 2005
Date

EXHIBIT 4

STOCK PURCHASE AGREEMENT

THIS AGREEMENT is made this the 22nd day of December

20____, by and between CHRISTIAN ANDERSON, (hereinafter "Anderson"), MARK SCOTT, (hereinafter "Scott"), (Anderson and Scott being sometimes herein collectively referred to as "Sellers,") JEFF HENDERSON, (hereinafter "Henderson"), and ADAM WALTERSCHEID, (hereinafter "Walterscheid"), (Henderson and Walterscheid hereinafter being sometimes collectively referred to as "Purchasers.")

WHEREAS, Anderson is the owner and holder of Share Certificate No. 1 of C.S. Anderson Enterprises, Inc., (hereinafter the "Corporation"), which represents 1,000 shares of the common stock of the Corporation; and

WHEREAS, Scott is the owner and holder of Share Certificate No. 2 of the Corporation which represents 500 shares of the common stock of the Corporation; and

WHEREAS, Share Certificates Nos. 1 and 2 representing 1,500 shares of the common stock of the Corporation constitute all of the issued and outstanding shares of the common stock of the Corporation; and

WHEREAS, Henderson and Walterscheid each desire to purchase one-half (½) of all of the outstanding shares of the common stock of the Corporation; and

WHEREAS, the Sellers desire to sell to Purchasers all of the outstanding shares of the common stock of the Corporation pursuant to the provisions of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and respective representations, warranties, covenants, agreements and conditions hereinafter set forth, the parties hereby agree as follows:

Purchase and Sale of Shares

1.1 Subject to the conditions and terms of this Agreement, the Sellers hereby agree to sell and deliver to the Purchasers at closing all of the issued and outstanding shares of the Corporation.

1.2 The outstanding common stock of the Corporation delivered by Sellers to Purchasers shall be divided between Purchasers, one-half (½) to Henderson and one-half (½) to Walterscheid.

Consideration

2.1 For and in return for the transfer by the Sellers to the Purchasers, the Purchasers agree to pay to Sellers a purchase price per share of one (1¢) cent, for a total consideration of \$15.00.

2.2 Henderson shall pay one-half (½) of the purchase price and Walterscheid shall pay one-half (½) of the purchase price. At closing, the total purchase price shall be allocated to the Sellers in accordance with their share ownership.

Closing

3.1 The closing shall take place at the offices of Pony XPress Printing, Inc., 9450 Skillman Avenue, Suite 104, Dallas, Texas, 75243, on 22nd of December, 2005, or on such other date to which the parties hereto shall agree. All of the deliveries and transactions occurring at closing shall be deemed to have occurred simultaneously, and no one delivery or transaction shall be deemed to have occurred until all deliveries and transactions shall have occurred.

3.2 *Delivery by Sellers.* At or prior to closing, Sellers shall deliver to the

Purchasers the following:

- (a) Stock Certificates Nos. 1 and 2, representing 1,500 shares of the Corporation;
- (b) appropriate stock power satisfactory to the Purchasers in the form attached in Addendum 3.2 hereof sufficient to allow the transfer of Share Certificate No. 1 and No. 2 upon the corporate books in accordance with the provisions of this Agreement;
- (c) the resignations, effective immediately, of all current directors and officers of the Corporation, including Anderson, Scott and Carolyn Anderson;
- (d) a document canceling the Stock Purchase Agreement of C.S. Anderson Enterprises, Inc., dated May 6, 2005 between Anderson, Scott and the Corporation.

3.3 Delivery by Purchasers. At or prior to the closing, the Purchaser shall deliver to the Sellers the total purchase price.

Representations and Warranties of Sellers

Sellers hereby represent and warrant to Purchasers as follows:

4.1 Due Incorporation:

(a) The Corporation is duly incorporated, validly existing and in good standing under the laws of the State of Texas with all requisite corporate power and authority to own, lease and operate as properties and to carry on its business.

(b) True, correct, and complete copies of the Articles of Incorporation, Bylaws and all amendments thereto of the Corporation, and true and correct copies of all minute books of all meetings and resolutions of the Board of Directors and all committees thereof, and all minute books of meetings and resolutions of the Shareholders of the Corporation have been

provided to or made available for inspection by the Purchasers:

4.2 *Due Authorization.* The Sellers have full power and authority to enter into this Agreement and to carry out the transactions contemplated herein, and this Agreement has been duly and validly executed and delivered by the Sellers and constitutes a legal and valid, binding obligation of the Sellers, enforceable against Sellers in accordance with its terms. The execution, delivery and performance of this Agreement in consummation of the transactions contemplated by this Agreement will not; (i) violate any decree or order or judgment of any court or governmental authority; (ii) violate any law or regulation or rule promulgated under any law; (iii) violate or conflict with, or result in a breach of, constitute a default or permit cancellation of any contract to which the Corporation or the Sellers are a party; (iv) permit the acceleration of the maturity of any indebtedness or other obligation of Sellers, or the Corporation; or (v) violate or conflict with any provision of the Articles of Incorporation or By-Laws of the Corporation.

4.3 *Capitalization.*

(a) The duly authorized and issued capital stock of the Corporation consists entirely of 1,500 shares of common stock represented by Share Certificate Nos. 1 and 2, are validly issued and outstanding and owned beneficially and of record by Sellers. The shares being acquired by the Purchasers pursuant to this Agreement are validly issued, fully paid and nonassessible and free of pre-emptive rights.

(b) Except for the 1,500 shares represented by Share Certificate Nos. 1 and 2 and being transferred by Sellers to Purchasers pursuant to this Agreement, there are no shares or other securities of the Corporation issued or outstanding and no subscriptions, options, warrants, cause, rights, convertible securities or other agreements or commitments of any

character which obligate the Sellers or the Corporation to purchase, re-purchase, redeem, acquire, issue, transfer, dispose of, hold, vote or sell any shares or securities of the Corporation.

(c) The delivery of Share Certificate Nos. 1 and 2, and the other instruments delivered by Sellers to the Purchasers at closing and the entry of the name of the Purchasers as the holders of record of the shares transferred by Sellers to Purchasers in the stock register of the Corporation will be sufficient to vest in Purchasers full legal and beneficial ownership of and marketable title to all of the outstanding and issued shares of the common stock of the Corporation free of all encumbrances.

4.4 *No Adverse Change.* The business of the Corporation has been conducted in its ordinary course and there has not been (i) any material adverse change in the financial condition, financial statements, business, properties, assets or results of operations of the Corporation; (ii) any material loss or damage to any of the corporation assets which may or might materially affect or impair the ability of the Corporation to conduct its business; (iii) any sale or transfer of the Corporation of any assets, except items of inventory which have been sold in the ordinary course of business; (iv) any waiver by or on behalf of the Corporation of any right which has material value; or (v) any actual or threatened cancellation of a contract between the Corporation and any third party.

4.5 *Properties.* The Corporation has good and marketable title to and is the legal and beneficial owner of all of its assets used in its business, free and clear of all encumbrances.

4.6 *Litigation.* There are no actions, suits, or other litigation or proceedings or governmental investigations pending or threatened or affecting the Corporation or any of the respective officers, directors, employees or stockholders thereof in their capacity as such, or the

Corporation's assets, or relating to transactions contemplated by this Agreement, and to the best knowledge of Sellers, there are no facts or circumstances which may give rise to any of the foregoing.

4.7 *Accounts Receivable.* At closing date: (i) all accounts receivable of the Corporation will have arisen out of bona fide transactions in the ordinary course of business; (ii) no account receivable is subject to any claim for reduction, counterclaim, setoff, recoupment or other claim for credit, allowances or adjustments by the obligor thereof.

4.8 *Liabilities.* At closing date, the Corporation will have no liabilities or accounts payable.

4.9 *Consents.* No notice to, filing with, authorization of, exemption by, or consent of any person is required in order for the Sellers to consummate the transactions contemplated by this Agreement.

4.10 *Due Diligence Materials.* The Sellers have provided or caused the Corporation to provide or make available for the inspection by Purchasers or their representatives all material documents, lists, charges and other materials requested by Purchasers.

Conditions Precedent to the Obligations of Purchasers

The obligations of the Purchasers under this Agreement are, unless waived by Purchasers, subject to the satisfaction of the following conditions precedent on or before closing:

5.1 *Representations and Warranties True.* The representations and warranties of Sellers contained in this Agreement shall be true as of the closing date in all material respects.

5.2 *No Material Adverse Effect.* No event shall have occurred as of the closing date which, in the reasonable judgment of the Purchasers, may have a material adverse effect on

the Corporation's financial condition, business or its assets.

5.3 No Injunctions. There shall be as of the closing date, no effective injunction, writ, preliminary restraining order or other order of any nature issued by a court or governmental agency of competent jurisdiction directing that the transactions provided for herein or any of them may not be consummated as herein provided, and no proceeding or action shall have been commenced or threatened by any governmental or regulatory agency with respect to any of the transactions contemplated by this Agreement.

5.4 Documentation. The Purchasers shall have received documentation which in the Purchasers' sole discretion are sufficient to evidence the validity of the representation concerning the liabilities of the Corporation made by the Sellers in paragraph 4.8 above.

5.5 Transfer of Domain Names. As of the closing date, Christian Anderson shall have transferred to the Purchasers the following domain names: section219.com; classicssportslogos.com; classicssportslogo.com; oldlogo.com; and oldlogos.com. Said assignment shall be sufficient to effectively divest Christian Anderson of any right, interest or title in the aforesaid domain names and give to the Purchasers the right to control and utilize the aforesaid domain names.

Conditions Precedent to Obligations of Sellers

The obligations of the Sellers under this Agreement are, unless waived by Sellers, subject to the satisfaction of the following conditions precedent on or before the closing date.

6.1 Royalty Agreement. There shall be as of the closing date a signed and effective agreement between Anderson and the Corporation with regard to the payment of royalties in accordance with the document attached in Addendum 6.1.

6.2 *Option Agreement.* There shall be as of the closing date a signed and effective agreement between Anderson and the Corporation with regard to granting an option to Anderson to purchase shares of the Corporation in accordance with the provisions of the agreement attached in Addendum 6.2.

6.3 *Issuance of Additional Stock.* There shall be at closing date and signed an effective agreement between Scott and the Corporation pursuant to which Scott is obligated to purchase shares of the Corporation in accordance with the terms of the agreement and Addendum 6.3.

Change of Corporate Name

7. The Purchasers shall, within 30 days of the date of the closing of the transaction contemplated by this Agreement, change the name of the Corporation from "C.S. Anderson Enterprises, Inc.," to some other name acceptable to Purchasers. Any account maintained in the prior name of the Corporation shall promptly be changed to the new name of the Corporation.

Indemnities

8.1 Indemnification by Sellers:

(a) the Sellers agree to and shall indemnify Purchasers against, and agree to hold Purchasers harmless from any and all losses incurred or suffered by the Purchasers, (including costs and attorney's fees,) arising out of any breach of or any inaccuracy in any representation or warranty made by Sellers pursuant to this Agreement, and any breach of or failure by Sellers to perform any of their covenants or obligations in this Agreement.

(b) the Sellers agree to and shall indemnify the Corporation against, and hold the Corporation harmless from any and all claims and liabilities which arise from the date of

formation of the Corporation until the closing of the transaction contemplated by this Agreement, (including costs and attorney's fees), whether such claim and liabilities are known or unknown; including, without limitation, debts due attorney Hemingway or to Fluid.

8.2 Indemnification by Purchasers.

(a) the Purchasers agree to indemnify the Sellers against, and agree to hold Sellers harmless from any and all losses incurred or suffered by the Sellers, (including costs or attorney's fees,) arising out of any breach of or failure by the Purchasers to perform any of their covenants or obligations in this Agreement.

(b) the Purchasers agree to indemnify the Sellers against, and agree to hold Sellers harmless from any and all losses incurred or suffered by the Sellers (including costs or attorney's fees) arising out of any claim relating to the operation of the Corporation after the closing of the transaction contemplated by this Agreement; including, without limitation, debts due attorney Hemingway or to Fluid.

Covenant Not to Compete

9.1 Christian Anderson shall not, for a period of twenty-four (24) months within the State of Texas, directly or indirectly, either as employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, director, or in any other individual or representative capacity solicit, sell, deal in, manufacture or wholesale any goods, including, without limitation, t-shirts or graphic design for t-shirts, which were dealt in, manufactured, or wholesaled by the Corporation during the time period Christian Anderson was a shareholder of the Corporation.

9.2 The Sellers and Christian Anderson hereby agree that the covenant contained

in the preceding paragraph is important, material, and gravely affects the ability of the Purchasers to successfully conduct the business they are purchasing from the Sellers and the goodwill of the Company. The parties further agree that any breach of the terms of the covenant not to compete is a material breach of this Agreement, from which Christian Anderson may be enjoined. The Purchasers and Christian Anderson agree that because the injury that the Purchasers would sustain as a result of the breach of the covenant not to compete by Christian Anderson would not be readily ascertainable and would not be easily susceptible of proof, damages would not be an adequate remedy at law for the breach of said covenant not to compete.

9.3 It is the intention of the parties to this Agreement that the Corporation, in addition to the Purchasers, shall be a beneficiary of the covenants contained in 9.1 and 9.2 of this Agreement. The Corporation shall have the right to enforce the covenant not to compete contained in this Agreement as a third party beneficiary of this Agreement.

Miscellaneous Provisions

10.1 This Agreement shall be binding upon and for the sole benefit of the parties hereto and their respective heirs, successors and assigns and not for the benefit of any third-party and may not be assigned in whole or part without the written consent of the Parties.

10.2 This Agreement may not be changed orally, but only by an agreement in writing signed by the parties. No act, delay, omission, course of dealing between the Parties will be a waiver of any of the Parties' rights or remedies under this Agreement. Any waiver by the Parties of any right, remedy or requirement under the terms hereof on any occasion will not be a bar or constitute a waiver of the exercise of the same or other right or remedy on subsequent occasions.

10.3 This Agreement shall be governed by and be in accordance with the laws of the State of Texas.

10.4 If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision have never been contained herein.

10.5 This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original.

EXECUTED on the date first above written.

SELLERS

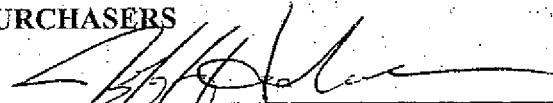


Christian Anderson



Mark Scott

PURCHASERS



Jeff Henderson



Adam Walterscheid

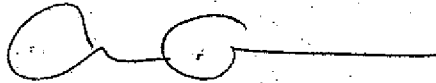
EXHIBIT 5

Addendum 3.2

STOCK POWER

FOR VALUE RECEIVED, the undersigned hereby assigns and transfers unto ADAM WALTERSCHEID, five hundred (500) shares of the Capital Stock of C. S. ANDERSON ENTERPRISES, INC., represented by Certificate Number: 1, and do hereby irrevocably constitute and appoint ADAM WALTERSCHEID, attorney to transfer the said stock on the books of the within named Company with full Power of Substitution in the premises.

Dated the 22 day of DECEMBER, 2005.

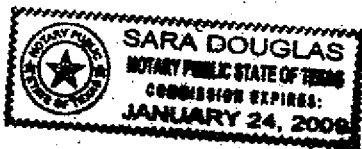


Christian Anderson

STATE OF TEXAS

COUNTY OF

This instrument was acknowledged before me on the 22 day of December, 2005, by Christian Anderson.



Notary Public, State of Texas
County of

Addendum 3.2

STOCK POWER

FOR VALUE RECEIVED, the undersigned hereby assigns and transfers unto JEFF HENDERSON, five hundred (500) shares of the Capital Stock of C. S. ANDERSON ENTERPRISES, INC., represented by Certificate Number: 1, and do hereby irrevocably constitute and appoint ADAM WALTERSCHEID, attorney to transfer the said stock on the books of the within named Company with full Power of Substitution in the premises.

Dated the 22 day of DECEMBER, 2005.



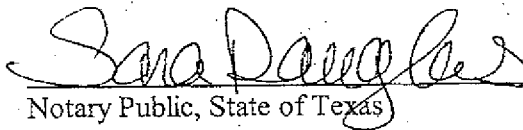
Christian Anderson

STATE OF TEXAS

COUNTY OF

This instrument was acknowledged before me on the 22 day of December, 2005, by Christian Anderson.





Notary Public, State of Texas
County of

Addendum 3.2

STOCK POWER

FOR VALUE RECEIVED, the undersigned hereby assigns and transfers unto ADAM WALTERSCHEID, two hundred fifty (250) shares of the Capital Stock of C. S. ANDERSON ENTERPRISES, INC., represented by Certificate Number: 2; and do hereby irrevocably constitute and appoint ADAM WALTERSCHEID, attorney to transfer the said stock on the books of the within named Company with full Power of Substitution in the premises.

Dated the 22 day of December, 2005.

Mark Scott
Mark Scott

STATE OF TEXAS :
:
COUNTY OF :

This instrument was acknowledged before me on the 22 day of December, 2005, by Mark Scott



Sara Douglas
Notary Public, State of Texas
County of

Addendum 3.2

STOCK POWER

FOR VALUE RECEIVED, the undersigned hereby assigns and transfers unto JEFF HENDERSON, two hundred fifty (250) shares of the Capital Stock of C. S. ANDERSON ENTERPRISES, INC., represented by Certificate Number: 2, and do hereby irrevocably constitute and appoint ADAM WALTERSCHEID, attorney to transfer the said stock on the books of the within named Company with full Power of Substitution in the premises.

Dated the 22 day of December, 2005.

Mark Scott
Mark Scott

STATE OF TEXAS :
:
COUNTY OF :

This instrument was acknowledged before me on the 22 day of December, 2005, by Mark Scott



Sara Douglas
Notary Public, State of Texas
County of

AFFIDAVIT OF LOST STOCK CERTIFICATE

STATE OF TEXAS

COUNTY OF TARRANT

Christian Anderson hereby testifies and represents as follows:

1. Christian Anderson is the legal and beneficial owner of 1,000 shares of common stock of CS Anderson Enterprises, Inc., represented by Stock Certificate No. 1 registered in the name of Christian Anderson.

2. The above certificate was not endorsed.

3. The above certificate has been lost.

4. Christian Anderson is entitled to the full and exclusive possession of the above certificate and has the right to assign same.

5. Christian Anderson hereby agrees to immediately surrender to CS Anderson Enterprises, Inc. such lost certificate should it hereinafter come into his possession or control.

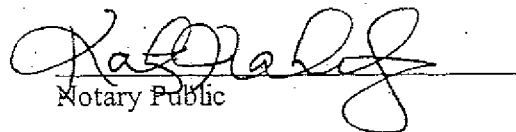
6. Christian Anderson hereby agrees to indemnify and hold CS Anderson Enterprises, Inc. harmless from any claim or loss incurred or arising as a result of the reliance of CS Anderson Enterprises, Inc. on the above recitations.

Signed this the 23 day of February, 2006.

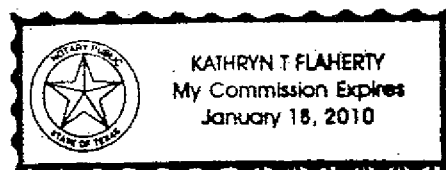


Christian Anderson

SWORN TO AND SUBSCRIBED before me, the undersigned authority, on the 23rd day of February, 2006.



Notary Public



TRADEMARK

Organized under the laws of the State of Texas



CERTIFICATE

2

SHARES

500

C.S. Anderson Enterprises, Incorporated
TWO THOUSAND SHARES AUTHORIZED, NO PAR VALUE

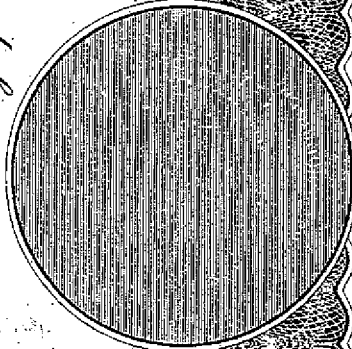
See reverse for sale and transfer restrictions.

This is to certify that Mark Robert Scott *is*
the registered holder of Five Hundred *Shares*

transferable only on the books of the Corporation by the holder hereof, in person or by Attorney, upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officer(s) this 11th *day of* MAY, 2005.

Carolyn Anderson
SECRETARY



[Signature]
PRESIDENT

EXHIBIT 6

C. S. Anderson Enterprises, Inc.
5450 Emerson Avenue
Dallas, Texas 75209

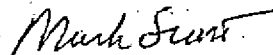
Re: Resignation

To Whom It May Concern:

I hereby resign my position as a Director and/or Officer of C. S. Anderson Enterprises, Inc., effective immediately.

Dated: 12/22/05

Sincerely,



Mark Scott

C. S. Anderson Enterprises, Inc.
5450 Emerson Avenue
Dallas, Texas 75209

Re: Resignation

To Whom It May Concern:

I hereby resign my position as a Director and/or Officer of C. S. Anderson Enterprises, Inc., effective immediately.

Dated: 12/22/05

Sincerely,

A handwritten signature in black ink, consisting of a stylized 'C' followed by a horizontal line and a small loop at the end.

Christian Anderson

C. S. Anderson Enterprises, Inc.
5450 Emerson Avenue
Dallas, Texas 75209


Re: Resignation

To Whom It May Concern:

I hereby resign my position as a Director and/or Officer of C. S. Anderson Enterprises, Inc., effective immediately.

Dated:

Sincerely,



Carolyn Anderson

EXHIBIT 7

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Roger Williams
Secretary of State

Office of the Secretary of State

CERTIFICATE OF AMENDMENT OF

Classic Ink, Inc.
800015258

[formerly: C.S. Anderson Enterprises, Incorporated]

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Amendment for the above named entity have been received in this office and have been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Amendment.

Dated: 03/03/2006
Effective: 03/03/2006



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams
Secretary of State

Form 404
(revised 9/05)

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: \$150



Articles of Amendment
Pursuant to Article 4.04,
Texas Business
Corporation Act

FILED
TO THE OFFICE OF THE
Secretary of State of Texas

MAR 03 2008

Corporations Section

Article 1 -Name

The name of the corporation is as set forth below:

C. S. Anderson Enterprises, Inc.

State the name of the entity as it is currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name in Article 1.

The filing number issued to the corporation by the secretary of state is: 800015258

Article 2 - Amended Name

(If the purpose of the articles of amendment is to change the name of the corporation, then use the following statement)

The amendment changes the articles of incorporation to change the article that names the corporation. The article in the Articles of Incorporation is amended to read as follows:

The name of the corporation is (state the new name of the corporation below)

Classic Ink, Inc.

The name of the entity must contain an organizational designation or accepted abbreviation of such term. The name must not be the same as, deceptively similar to, or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

Article 3 - Amendment to Registered Agent/Registered Office

The amendment changes the articles of incorporation to change the article stating the registered agent and the registered office address of the corporation. The article is amended to read as follows:

Registered Agent of the Corporation
(Complete either A or B, but not both. Also complete C.)

A. The registered agent is an organization (cannot be corporation named above) by the name of:

OR

B. The registered agent is an individual resident of the state whose name is set forth below.

First Name	MI	Last Name	Suffix
Adam		Walterscheid	

Registered Office of the Corporation (Cannot be a P.O. Box)

C. The business address of the registered agent and the registered office address is:

Street Address	City	State	Zip Code
11550 Plano Road Suite 306	Dallas	TX	75243

Article 4 - Other Altered, Added, or Deleted Provisions

Other changes or additions to the articles of incorporation may be made in the space provided below. If the space provided is insufficient to meet your needs, you may incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached attachment, if any, is incorporated herein by reference.)

Article 5 - Statement of Approval

The amendments to the articles of incorporation have been approved in the manner required by the Texas Business Corporation Act and by the constituent documents of the corporation.


Effectiveness of Filing

- A. This document will become effective when the document is filed by the secretary of state.
OK
- B. This document will become effective at a later date, which is not more than ninety (90) days from the date of its filing by the secretary of state. The delayed effective date is _____

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a false or fraudulent document.

2/27/06
Date



Signature of Authorized Officer

Print

Reset

EXHIBIT 8

Amy Kasper

From: Carolyn Prince [CPrince@sos.state.tx.us]
 Sent: Monday, February 23, 2009 9:18 AM
 To: Amy Kasper
 Subject: RE: Request for Corporate Records

Dear Madam,

Filing Number: 800015258 **Entity Type:** Domestic For-Profit Corporation
Original Date of Filing: September 27, 2001 **Entity Status:** In existence
Formation Date: N/A
Tax ID: 17108817341 **FEIN:**
Duration: Perpetual
Name: **Classic Ink, Inc.**
Address: 11550 PLANO ROAD SUITE 309
 DALLAS, TX 75243-5250 USA

REGISTERED AGENT

Name	Address	Inactive Date
Adam Walterscheid	11550 Plano Road, Suite 306 Dallas, TX 75243 USA	

MANAGEMENT

Last Update	Name	Title	Address
July 21, 2007	JEFF HENDERSON	Director	11550 PLANO RD STE 309 DALLAS, TX 75243 USA
July 21, 2007	JEFF HENDERSON	VICE PRESIDENT	11550 PLANO RD STE 309 DALLAS, TX 75243 USA
July 21, 2007	JEFF HENDERSON	TREASURER	11550 PLANO RD STE 309 DALLAS, TX 75243 USA
July 21, 2007	ADAM WALTERSCHEID	Director	11550 PLANO RD STE 309 DALLAS, TX 75243 USA
July 21, 2007	ADAM WALTERSCHEID	PRESIDENT	11550 PLANO RD STE 309 DALLAS, TX

2/23/2009

TRADEMARK
REEL: 003979 FRAME: 0670

July 21, ADAM
2007 WALTERSCHEID

SECRETARY

75243 USA
11550 PLANO
RD STE 309
DALLAS, TX
75243 USA

ASSUMED NAMES					
Assumed Name	Date of Filing	Expiration Date	Inactive Date	Name Status	Counties
Classic Sports Logos	May 2, 2005	May 4, 2015		Active	All Counties

Sincerely,

Carolyn Prince
Corporations Section
(512) 463-5555

From: Amy Kasper [mailto:amykasper@hemlaw.org]
Sent: Friday, February 20, 2009 4:57 PM
To: Corporations Information
Cc: shemingway@hemlaw.org; Amykasper@hemlaw.org
Subject: Request for Corporate Records

Dear Secretary of State,

Please provide us with a copy of all search result records of Corporate Registrations relating to C.S. Anderson Enterprises, Inc.

Thank you in advance for your assistance in this matter.

Amy Kasper,
Assistant to D. Scott Hemingway
Hemingway & Hansen, LLP
Comerica Bank Tower, Suite 2500
1717 Main Street
Dallas, Texas 75201
(214) 292-8300
(214) 739-5209 (fax)
amykasper@hemlaw.org

The information contained in this E-mail message is privileged, confidential, and may be protected from disclosure; please be aware that any other use, printing, copying, disclosure or dissemination of this communication may be subject to legal restriction or sanction. If you think that you have received this E-mail message in error, please reply to the sender.

EXHIBIT 9

The United States of America



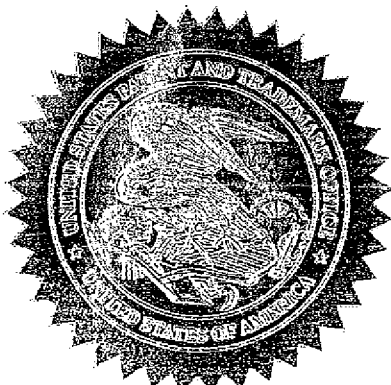
CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Director of the United States Patent and Trademark Office; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are part of this certificate.

This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.



A handwritten signature in black ink, appearing to read "James P. Rogan".

Director of the United States Patent and Trademark Office

TRADEMARK

REEL: 003979 FRAME: 0673

Requirements for Maintaining a Federal Trademark Registration

SECTION 8: AFFIDAVIT OF CONTINUED USE

The registration shall remain in force for 10 years, except that the registration shall be canceled for failure to file an Affidavit of Continued Use under Section 8 of the Trademark Act, 15 U.S.C. §1058, upon the expiration of the following time periods:

- i) At the end of 6 years following the date of registration.
- ii) At the end of each successive 10-year period following the date of registration.

Failure to file a proper Section 8 Affidavit at the appropriate time will result in the cancellation of the registration.

SECTION 9: APPLICATION FOR RENEWAL

The registration shall remain in force for 10 years, subject to the provisions of Section 8, except that the registration shall expire for failure to file an Application for Renewal under Section 9 of the Trademark Act, 15 U.S.C. §1059, at the end of each successive 10-year period following the date of registration.

Failure to file a proper Application for Renewal at the appropriate time will result in the expiration of the registration.

No further notice or reminder of these requirements will be sent to the Registrant by the Patent and Trademark Office. It is recommended that the Registrant contact the Patent and Trademark Office approximately one year before the expiration of the time periods shown above to determine the requirements and fees for the filings required to maintain the registration.

EXHIBIT 10

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Tab settings ⇌ ⇌ ⇌

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Christian Anderson

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 12/19/2001

2. Name and address of receiving party(ies)

Name: C.S. Anderson Enterprises, Inc.

Internal

Address:

Street Address: 5450 Emerson Ave.

City: Dallas State: TX Zip: 75209

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Texas
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/319,945 filed
12/3/2001 (executed December 19, 2001)

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: D. Scott Hemingway

Internal Address: Storm & Hemingway, LLP

Preston Commons West, Suite 460

Street Address: 8117 Preston Road

City: Dallas State: TX Zip: 75225

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41).....\$ *

- Enclosed
- Authorized to be charged to deposit account

* Payment already processed on April 23, 2002 from initial submission. (see attached)

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

D. Scott Hemingway

Name of Person Signing

D. Scott Hemingway
Signature

July 16, 2002

Date

Total number of pages including cover sheet, attachments, and document: 12

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Recordation Form Cover Sheet - Attachment

Continuation of Item No. 4 A

Additional Trademark Application Nos.

76/319,944, filed 12/3/01 (executed assignment on December 19, 2001)

76/319,943, filed 12/3/01 (executed assignment on December 19, 2001)

76/319,940, filed 12/3/01 (executed assignment on December 19, 2001)

76/319,819, filed 12/3/01 (executed assignment on December 19, 2001)

ASSIGNMENT

WHEREAS, the undersigned, hereinafter called the "Assignor", has applied for a trademark:

TAMPA BAY ROWDIES

- 76/319,819

for which reference a full description is here made in an application for a Certificate of Registration of a Trademark of the United States.

WHEREAS, C.S. ANDERSON ENTERPRISES, INCORPORATED, a Texas Corporation having a principal office and place of business at 5450 Emerson Ave., Dallas, Texas 75209 hereinafter called the "Assignee", is desirous of acquiring the entire right, title and interest in and to said trademark, the application above identified, and in, to and under a Certificate of Registration, as hereinafter more fully set forth;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for valuable and legally sufficient consideration, the receipt of which by the Assignor from the Assignee is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the Assignee, its successors and assigns, the entire right, title and interest in and to the trademark and the application herein above identified, and all Certificates of Registration that may issue for said trademark, and all divisions, thereof, to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns to the full end of the term for which any and all of said Certificates of Registration for the said trademark may issue.

FURTHER, be it known that the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the Assignee, its successors and assigns, the entire foreign rights to the trademark disclosed in said application, in all countries of the world, including the right to file applications.

And the Assignor does hereby covenant and agree, for himself and his legal representatives, that they will assist the Assignee in the prosecution of the application herein identified; in the making and prosecution of any other applications for a Certificate of Registration that the Assignee may elect to make covering the trademark herein identified, as hereinbefore set forth, or any proceeding in the United States Patent and Trademark Office affecting

the trademark, investing in the Assignee exclusive title in and to all such other applications and Certificates of Registration; and in the prosecution of any interference which may arise involving said trademark, or any application or Certificates of Registration herein contemplated; that they will promptly execute and deliver to the Assignee any and all additional papers and make all lawful oaths which may be requested by the Assignee to fully carry out the terms of this assignment; and further that they will communicate to Assignee, or to its successors, assigns, and legal representatives, any facts known respecting said trademark, and at the expense of the Assignee, testify in any legal proceedings, and generally do everything possible to aid the Assignee, its successors, assigns and nominees to obtain and enforce proper trademark protection for said trademark in all countries.

And the Commissioner of Patents and Trademarks is hereby authorized and requested to issue all Certificates of Registration to the Assignee in accordance with the terms of the assignment.

IN TESTIMONY WHEREOF, the Assignor has hereunto set his hands on the date indicated below.

Dated: 12/19/01


Christian Anderson

Date: 12/19/01

Witness Cynthia Miranda
Cynthia Miranda
(print name)

EXHIBIT 11

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of May 7, 2008, by and between C. S. Anderson Enterprises, Inc., a corporation having a principal place of business at 5450 Emerson ("Assignor") and Citrus Sports Group, LLC, a Delaware limited liability company having a principal place of business at 30 Addison Road, Waltham, Massachusetts 02452 ("Assignee").

WHEREAS, Assignor and Assignee previously have entered into a certain Term Sheet dated April 22, 2008 (the "Agreement", attached herein as Exhibit A), pursuant to the terms of which Assignor agreed to assign all right, title and interest of Assignor in and to the Mark and the Logo, as defined in the Agreement (the "Intellectual Property"), which includes, without limitation, the registered trademark and common law [trademark] set forth in Exhibit B; and

WHEREAS, Assignor has agreed to execute such additional instruments as may be necessary or desirable to confirm such assignment to Assignee;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby sells, transfers, assigns and agrees to assign, and delivers to Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interest in and to the Intellectual Property set forth in the Agreement, including, without limitation the registered trademarks and common law [trademark] set forth in Exhibit B, together with the goodwill of the business in connection with which such Intellectual Property has been used, and all registrations and applications therefor, in the United States and in all foreign countries or jurisdictions, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries or jurisdictions, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made.

Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.


2. Further Assistance. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in the implementation or perfection of this Assignment.

3. Miscellaneous. This Assignment shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in two or more counterparts (including by facsimile), each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.


[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as of the date first written above.

C.S. ANDERSON ENTERPRISES,
INC., Assignor:

By: 
Name: Chris Anderson
Title: Owner

CITRUS SPORTS GROUP, LLC,
Assignee:

By: 
Name: Hinds Howard
Title: Chairman

[Signature Page to Trademark Assignment]

Exhibit B

U.S. Registered Trademarks

<u>Mark</u>	<u>Reg./App. Number</u>	<u>Reg./App. Date</u>
Tampa Bay Rowdies	2,755,164	August 26, 2003

4326006.2

EXHIBIT 13

Thank you for your request. Here are the latest results from the TARR web server.

This page was generated by the TARR system on 2009-04-16 12:24:29 ET

Serial Number: 77472897 Assignment Information Trademark Document Retrieval

Registration Number: (NOT AVAILABLE)

Mark

TAMPA BAY ROWDIES

(words only): TAMPA BAY ROWDIES

Standard Character claim: Yes

Current Status: Application has been published for opposition.

Date of Status: 2009-03-31

Filing Date: 2008-05-13

The Information will be/was published in the Official Gazette on 2009-03-31

Transformed into a National Application: No

Registration Date: (DATE NOT AVAILABLE)

Register: Principal

Law Office Assigned: LAW OFFICE 108

Attorney Assigned:
BESCH JAY C

Current Location: 650 -Publication And Issue Section

Date In Location: 2009-02-26

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. Citrus Sports Group, LLC

Address:

Citrus Sports Group, LLC

30 Addison Road

Waltham, MA 02452

United States

Legal Entity Type: Limited Liability Company

State or Country Where Organized: Delaware

GOODS AND/OR SERVICES

International Class: 035

Class Status: Active

retail gift shop services featuring sports memorabilia, souvenirs, novelty items, and clothing items

Basis: 1(b)

First Use Date: (DATE NOT AVAILABLE)

First Use in Commerce Date: (DATE NOT AVAILABLE)

International Class: 038

Class Status: Active

Internet, radio and television broadcasting services in the field of sports; providing an online user discussion forum for transmission of messages among computer users concerning sports

Basis: 1(b)

First Use Date: (DATE NOT AVAILABLE)

First Use in Commerce Date: (DATE NOT AVAILABLE)

International Class: 041

Class Status: Active

entertainment services in the nature of sporting events, namely, games, competitions and tournaments featuring the sport of soccer; entertainment in the nature of a youth sports academy, namely, organizing and providing youth sports activities in the nature of youth sports teams, sports clinics, sports instruction, sports camps and sports tournaments, all featuring the sport of soccer; online services, namely, provision of a web site featuring information about sports and sports teams; online entertainment services, namely, provision of a web site featuring interactive quizzes in the field of sports and sports video clips; museum featuring sports information and displaying sports items and memorabilia; entertainment services, namely, organizing and providing exhibitions and memorial exhibitions featuring sports information and displaying sports items and memorabilia

Basis: 1(b)

First Use Date: (DATE NOT AVAILABLE)

First Use in Commerce Date: (DATE NOT AVAILABLE)

4/16/2009

TRADEMARK
REEL: 003979 FRAME: 0687

4

ADDITIONAL INFORMATION

Disclaimer: "TAMPA BAY"

Prior Registration Number(s):
2755164

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

NOTE: To view any document referenced below, click on the link to "Trademark Document Retrieval" shown near the top of this page.

2009-03-31 - Published for opposition

2009-03-11 - Notice of publication

2009-02-26 - Law Office Publication Review Completed

2009-02-26 - Approved for Pub - Principal Register (Initial exam)

2009-02-25 - Teas/Email Correspondence Entered

2009-02-25 - Communication received from applicant

2009-02-25 - Assigned To LIE

2009-02-23 - TEAS Response to Office Action Received

2008-09-03 - Notification Of Non-Final Action E-Mailed

2008-09-03 - Non-final action e-mailed

2008-09-03 - Non-Final Action Written

2008-08-28 - Assigned To Examiner

2008-05-16 - New Application Entered In Tram

ATTORNEY/CORRESPONDENT INFORMATION

Attorney of Record
Heather E. Balmat

Correspondent

4/16/2009

TRADEMARK 5
REEL: 003979 FRAME: 0688

HEATHER E. BALMAT
CHOATE, HALL & STEWART LLP
2 INTERNATIONAL PL STE 3200
BOSTON, MA 02110-4120
Phone Number: 617-248-5000
Fax Number: 617-248-4000

Side - 1

NOTICE OF PUBLICATION UNDER §12(a)
MAILING DATE: Mar 11, 2009
PUBLICATION DATE: Mar 31, 2009

The mark identified below will be published in the Official Gazette on Mar 31, 2009. Any party who believes they will be damaged by registration of the mark may oppose its registration by filing an opposition to registration or a request to extend the time to oppose within thirty (30) days from the publication date on this notice. If no opposition is filed within the time specified by law, the USPTO may issue a Notice of Allowance. To view the Official Gazette online or to order a paper copy, visit the USPTO website at <http://www.uspto.gov/web/trademarks/tmog/> any time within the five-week period after the date of publication. You may also order a printed version from the U.S. Government Printing Office (GPO) at <http://bookstore.gpo.gov> or 202-512-1800. To check the status of your application, go to <http://tarr.uspto.gov/>.

SERIAL NUMBER: 77472897
MARK: TAMPA BAY ROWDIES
OWNER: Citrus Sports Group, LLC

Side - 2

UNITED STATES PATENT AND TRADEMARK OFFICE
COMMISSIONER FOR TRADEMARKS
P.O. BOX 1451
ALEXANDRIA, VA 22313-1451

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HEATHER E. BALMAT
CHOATE, HALL & STEWART LLP
2 INTERNATIONAL PL STE 3200
BOSTON, MA 02110-4120

TRADEMARK
REEL: 003979 FRAME: 0690

6

Trademark Snap Shot Publication & Issue Review Stylesheet
(Table presents the data on Publication & Issue Review Complete)

OVERVIEW

SERIAL NUMBER	77472897	FILING DATE	05/13/2008
REG NUMBER	0000000	REG DATE	N/A
REGISTER	PRINCIPAL	MARK TYPE	SERVICE MARK
INTL REG #	N/A	INTL REG DATE	N/A
TM ATTORNEY	BESCH, JAY C	L.O. ASSIGNED	108

PUB INFORMATION

RUN DATE	02/27/2009		
PUB DATE	03/31/2009		
STATUS	681-PUBLICATION/ISSUE REVIEW COMPLETE		
STATUS DATE	02/26/2009		
LITERAL MARK ELEMENT	TAMPA BAY ROWDIES		
DATE ABANDONED	N/A	DATE CANCELLED	N/A
SECTION 2F	NO	SECTION 2F IN PART	NO
SECTION 8	NO	SECTION 8 IN PART	NO
SECTION 15	NO	REPUB 12C	N/A
RENEWAL FILED	NO	RENEWAL DATE	N/A
DATE AMEND REG	N/A		

FILING BASIS

FILED BASIS		CURRENT BASIS		AMENDED BASIS	
1 (a)	NO	1 (a)	NO	1 (a)	NO
1 (b)	YES	1 (b)	YES	1 (b)	NO
44D	NO	44D	NO	44D	NO
44E	NO	44E	NO	44E	NO
66A	NO	66A	NO		
NO BASIS	NO	NO BASIS	NO		

MARK DATA

STANDARD CHARACTER MARK	YES
-------------------------	-----

LITERAL MARK ELEMENT	TAMPA BAY ROWDIES
MARK DRAWING CODE	4-STANDARD CHARACTER MARK
COLOR DRAWING FLAG	NO

CURRENT OWNER INFORMATION

PARTY TYPE	10-ORIGINAL APPLICANT
NAME	Citrus Sports Group, LLC
ADDRESS	30 Addison Road Waltham, MA 02452
ENTITY	16-LTD LIAB CO
CITIZENSHIP	Delaware

GOODS AND SERVICES

INTERNATIONAL CLASS	035
DESCRIPTION TEXT	retail gift shop services featuring sports memorabilia, souvenirs, novelty items, and clothing items
INTERNATIONAL CLASS	038
DESCRIPTION TEXT	Internet, radio and television broadcasting services in the field of sports; providing an online user discussion forum for transmission of messages among computer users concerning sports
INTERNATIONAL CLASS	041
DESCRIPTION TEXT	entertainment services in the nature of sporting events, namely, games, competitions and tournaments featuring the sport of soccer; entertainment in the nature of a youth sports academy, namely, organizing and providing youth sports activities in the nature of youth sports teams, sports clinics, sports instruction, sports camps and sports tournaments, all featuring the sport of soccer; online services, namely, provision of a web site featuring information about sports and sports teams; online entertainment services, namely, provision of a web site featuring interactive quizzes in the field of sports and sports video clips; museum featuring sports information and displaying sports items and memorabilia; entertainment services, namely, organizing and providing exhibitions and memorial exhibitions featuring sports information and displaying sports items and memorabilia

GOODS AND SERVICES CLASSIFICATION

INTERNATIONAL CLASS	035	FIRST USE DATE	NONE	FIRST USE IN COMMERCE DATE	NONE	CLASS STATUS	6-ACTIVE
INTERNATIONAL CLASS	038	FIRST USE DATE	NONE	FIRST USE IN COMMERCE DATE	NONE	CLASS STATUS	6-ACTIVE

CLASS	DATE	IN COMMERCE DATE	STATUS
INTERNATIONAL CLASS	041	FIRST USE DATE	NONE
		FIRST USE IN COMMERCE DATE	NONE
		CLASS STATUS	6-ACTIVE

MISCELLANEOUS INFORMATION/STATEMENTS

CHANGE IN REGISTRATION	NO
DISCLAIMER W/PREDETER TXT	"TAMPA BAY"
OWNER OF US REG NOS	2755164

PROSECUTION HISTORY

DATE	ENT CD	ENT TYPE	DESCRIPTION	ENT NUM
02/26/2009	PREV	O	LAW OFFICE PUBLICATION REVIEW COMPLETED	011
02/26/2009	CNSA	P	APPROVED FOR PUB - PRINCIPAL REGISTER	010
02/25/2009	TEME	I	TEAS/EMAIL CORRESPONDENCE ENTERED	009
02/25/2009	CRFA	I	CORRESPONDENCE RECEIVED IN LAW OFFICE	008
02/25/2009	ALIE	A	ASSIGNED TO LIE	007
02/23/2009	TROA	I	TEAS RESPONSE TO OFFICE ACTION RECEIVED	006
09/03/2008	GNRN	O	NOTIFICATION OF NON-FINAL ACTION E-MAILED	005
09/03/2008	GNRT	F	NON-FINAL ACTION E-MAILED	004
09/03/2008	CNRT	R	NON-FINAL ACTION WRITTEN	003
08/28/2008	DOCK	D	ASSIGNED TO EXAMINER	002
05/16/2008	NWAP	I	NEW APPLICATION ENTERED IN TRAM	001

CURRENT CORRESPONDENCE INFORMATION

ATTORNEY	Heather E. Balmat
CORRESPONDENCE ADDRESS	HEATHER E. BALMAT CHOATE, HALL & STEWART LLP 2 INTERNATIONAL PL STE 3200 BOSTON, MA 02110-4120
DOMESTIC REPRESENTATIVE	NONE

TAMPA BAY ROWDIES

Trademark Strip Sheet Amendment & Mail Processing Sheet
 (Table presents the data on Amendment & Mail Processing Complete)

OVERVIEW

SERIAL NUMBER	77472897	FILING DATE	05/13/2008
REG NUMBER	0000000	REG DATE	N/A
REGISTER	PRINCIPAL	MARK TYPE	SERVICE MARK
INTL REG #	N/A	INTL REG DATE	N/A
TM ATTORNEY	BESCH, JAY C	L.O. ASSIGNED	108

PUB INFORMATION

RUN DATE	02/26/2009		
PUB DATE	N/A		
STATUS	661-RESPONSE AFTER NON-FINAL-ACTION-ENTERED		
STATUS DATE	02/25/2009		
LITERAL MARK ELEMENT	TAMPA BAY ROWDIES		
DATE ABANDONED	N/A	DATE CANCELLED	N/A
SECTION 2F	NO	SECTION 2F IN PART	NO
SECTION 8	NO	SECTION 8 IN PART	NO
SECTION 15	NO	REPUB 12C	N/A
RENEWAL FILED	NO	RENEWAL DATE	N/A
DATE AMEND REG	N/A		

FILING BASIS

FILED BASIS		CURRENT BASIS		AMENDED BASIS	
1 (a)	NO	1 (a)	NO	1 (a)	NO
1 (b)	YES	1 (b)	YES	1 (b)	NO
44D	NO	44D	NO	44D	NO
44E	NO	44E	NO	44E	NO
66A	NO	66A	NO		
NO BASIS	NO	NO BASIS	NO		

MARK DATA

STANDARD CHARACTER MARK	YES
-------------------------	-----

LITERAL MARK ELEMENT	TAMPA BAY ROWDIES
MARK DRAWING CODE	4-STANDARD CHARACTER MARK
COLOR DRAWING FLAG	NO

CURRENT OWNER INFORMATION

PARTY TYPE	10-ORIGINAL APPLICANT
NAME	Citrus Sports Group, LLC
ADDRESS	30 Addison Road Waltham, MA 02452
ENTITY	16-LTD LIAB CO
CITIZENSHIP	Delaware

GOODS AND SERVICES

INTERNATIONAL CLASS	035
DESCRIPTION TEXT	retail gift shop services featuring sports memorabilia, souvenirs, novelty items, and clothing items
INTERNATIONAL CLASS	038
DESCRIPTION TEXT	Internet, radio and television broadcasting services in the field of sports; providing an online user discussion forum for transmission of messages among computer users concerning sports
INTERNATIONAL CLASS	041
DESCRIPTION TEXT	entertainment services in the nature of sporting events, namely, games, competitions and tournaments featuring the sport of soccer; entertainment in the nature of a youth sports academy, namely, organizing and providing youth sports activities in the nature of youth sports teams, sports clinics, sports instruction, sports camps and sports tournaments, all featuring the sport of soccer; online services, namely, provision of a web site featuring information about sports and sports teams; online entertainment services, namely, provision of a web site featuring interactive quizzes in the field of sports and sports video clips; museum featuring sports information and displaying sports items and memorabilia; entertainment services, namely, organizing and providing exhibitions and memorial exhibitions featuring sports information and displaying sports items and memorabilia

GOODS AND SERVICES CLASSIFICATION

INTERNATIONAL CLASS	035	FIRST USE DATE	NONE	FIRST USE IN COMMERCE DATE	NONE	CLASS STATUS	6-ACTIVE
INTERNATIONAL CLASS	038	FIRST USE DATE	NONE	FIRST USE IN COMMERCE DATE	NONE	CLASS STATUS	6-ACTIVE

CLASS		DATE		IN COMMERCE DATE		STATUS	
INTERNATIONAL CLASS	041	FIRST USE DATE	NONE	FIRST USE IN COMMERCE DATE	NONE	CLASS STATUS	6-ACTIVE

MISCELLANEOUS INFORMATION/STATEMENTS

CHANGE IN REGISTRATION	NO
DISCLAIMER W/PREDETER TXT	"TAMPA BAY"
OWNER OF US REG NOS	2755164

PROSECUTION HISTORY

DATE	ENT CD	ENT TYPE	DESCRIPTION	ENT NUM
02/25/2009	TEME	I	TEAS/EMAIL CORRESPONDENCE ENTERED	009
02/25/2009	CRFA	I	CORRESPONDENCE RECEIVED IN LAW OFFICE	008
02/25/2009	ALIE	A	ASSIGNED TO LIE	007
02/23/2009	TROA	I	TEAS RESPONSE TO OFFICE ACTION RECEIVED	006
09/03/2008	GNRN	O	NOTIFICATION OF NON-FINAL ACTION E-MAILED	005
09/03/2008	GNRT	F	NON-FINAL ACTION E-MAILED	004
09/03/2008	CNRT	R	NON-FINAL ACTION WRITTEN	003
08/28/2008	DOCK	D	ASSIGNED TO EXAMINER	002
05/16/2008	NWAP	I	NEW APPLICATION ENTERED IN TRAM	001

CURRENT CORRESPONDENCE INFORMATION

ATTORNEY	Heather E. Balmat
CORRESPONDENCE ADDRESS	HEATHER E. BALMAT CHOATE, HALL & STEWART LLP 2 INTERNATIONAL PL STE 3200 BOSTON, MA 02110-4120
DOMESTIC REPRESENTATIVE	NONE

TAMPA BAY ROWDIES

Response to Office Action

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	77472897
LAW OFFICE ASSIGNED	LAW OFFICE 108
MARK SECTION (no change)	
GOODS AND/OR SERVICES SECTION (041)(current)	
INTERNATIONAL CLASS	041
DESCRIPTION	
entertainment services in the nature of sporting events, namely games, competitions and tournaments; entertainment in the nature of a youth sports academy offering youth sports teams, sports clinics, sports instructions sports camps and sports tournaments; internet, radio and television broadcasting services in the field of sports; online services, namely provision of a web site offering information about sports and sports teams, user discussion forums, quizzes and sports video clips; retail gift shop services featuring sports memorabilia, souvenirs, novelty items, and clothing items; museum, memorial, and exhibition services featuring sports information and displaying sports items and memorabilia	
FILING BASIS	Section 1(b)
GOODS AND/OR SERVICES SECTION (041)(proposed)	
INTERNATIONAL CLASS	041
TRACKED TEXT DESCRIPTION	
<p>[entertainment services in the nature of sporting events, namely games, competitions and tournaments]; <u>entertainment services in the nature of sporting events, namely games, competitions and tournaments featuring the sport of soccer</u>; [entertainment in the nature of a youth sports academy offering youth sports teams, sports clinics, sports instructions sports camps and sports tournaments]; <u>entertainment in the nature of a youth sports academy, namely organizing and providing youth sports activities in the nature of youth sports teams, sports clinics, sports instruction, sports camps and sports tournaments, all featuring the sport of soccer</u>; [internet, radio and television broadcasting services in the field of sports]; <u>online services, namely provision of a web site featuring information about sports and sports teams</u>; [online services, namely provision of a web site offering information about sports and sports teams, user discussion forums, quizzes and sports video clips]; <u>online entertainment services, namely provision of a web site featuring interactive quizzes in the field of sports and sports video clips</u>; [retail gift shop services featuring sports memorabilia, souvenirs, novelty items, and clothing items]; <u>museum featuring sports information and displaying sports items and memorabilia</u>; [museum, memorial, and exhibition</p>	

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~~services featuring sports information and displaying sports items and memorabilia]; entertainment services, namely, organizing and providing exhibitions and memorial exhibitions featuring sports information and displaying sports items and memorabilia~~

FINAL DESCRIPTION

entertainment services in the nature of sporting events, namely games, competitions and tournaments featuring the sport of soccer; entertainment in the nature of a youth sports academy, namely organizing and providing youth sports activities in the nature of youth sports teams, sports clinics, sports instruction, sports camps and sports tournaments, all featuring the sport of soccer; online services, namely provision of a web site featuring information about sports and sports teams; online entertainment services, namely provision of a web site featuring interactive quizzes in the field of sports and sports video clips; museum featuring sports information and displaying sports items and memorabilia; entertainment services, namely, organizing and providing exhibitions and memorial exhibitions featuring sports information and displaying sports items and memorabilia

FILING BASIS Section 1(b)

GOODS AND/OR SERVICES SECTION (035)(class added)

INTERNATIONAL CLASS 035

DESCRIPTION

retail gift shop services featuring sports memorabilia, souvenirs, novelty items, and clothing items

FILING BASIS Section 1(b)

GOODS AND/OR SERVICES SECTION (038)(class added)

INTERNATIONAL CLASS 038

DESCRIPTION

internet, radio and television broadcasting services in the field of sports; providing an online user discussion forum for transmission of messages among computer users concerning sports

FILING BASIS Section 1(b)

ADDITIONAL STATEMENTS SECTION

DISCLAIMER No claim is made to the exclusive right to use TAMPA BAY apart from the mark as shown.

PRIOR REGISTRATION(S) Applicant claims ownership of U.S. Registration Number(s) 2755164.

MISCELLANEOUS STATEMENT Request for Information In response to the Examining Attorney's request for additional information about Applicant's services, Applicant is submitting printouts from its web site, www.tbrowdies.com.

MISCELLANEOUS FILE NAME(S)

ORIGINAL PDF FILE M-38979799-164414845 . RowdiesInfo.pdf

CONVERTED PDF

17.

FILE(S) (3 pages)	\\TICRS\EXPORT6\IMAGEOUT6\774\728\77472897\xml1\ROA0002.JPG
	\\TICRS\EXPORT6\IMAGEOUT6\774\728\77472897\xml1\ROA0003.JPG
	\\TICRS\EXPORT6\IMAGEOUT6\774\728\77472897\xml1\ROA0004.JPG
PAYMENT SECTION	
NUMBER OF CLASSES	2
FEE PER CLASS	325
TOTAL FEES DUE	650
SIGNATURE SECTION	
DECLARATION SIGNATURE	The filing Attorney has elected not to submit the signed declaration, believing no supporting declaration is required under the <i>Trademark Rules of Practice</i> .
RESPONSE SIGNATURE	/Heather E. Balmat/
SIGNATORY'S NAME	Heather E. Balmat
SIGNATORY'S POSITION	Attorney of record, Massachusetts bar member
DATE SIGNED	02/23/2009
AUTHORIZED SIGNATORY	YES
FILING INFORMATION SECTION	
SUBMIT DATE	Mon Feb 23 17:05:29 EST 2009
TEAS STAMP	USPTO/ROA-38.97.97.99-200 90223170529100607-7747289 7-440fc7c2c8213be9ab93544 1e871de36b3-CC-3473-20090 223164414845248

PTO Form 1957 (Rev. 9/2005)
OMB No. 3551-0050 (Exp. 04/2009)

Response to Office Action
To the Commissioner for Trademarks:

Application serial no. 77472897 has been amended as follows:

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CLASSIFICATION AND LISTING OF GOODS/SERVICES

Applicant proposes to amend the following class of goods/services in the application:

Current: Class 041 for entertainment services in the nature of sporting events, namely games, competitions and tournaments; entertainment in the nature of a youth sports academy offering youth sports teams, sports clinics, sports instructions sports camps and sports tournaments; internet, radio and television broadcasting services in the field of sports; online services, namely provision of a web site offering information about sports and sports teams, user discussion forums, quizzes and sports video clips; retail gift shop services featuring sports memorabilia, souvenirs, novelty items, and clothing items; museum, memorial, and exhibition services featuring sports information and displaying sports items and memorabilia

Original Filing Basis:

Filing Basis: Section 1(b), Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services as of the filing date of the application. (15 U.S.C. Section 1051(b)).

Proposed:

Tracked Text Description: [~~entertainment services in the nature of sporting events, namely games, competitions and tournaments~~]; entertainment services in the nature of sporting events, namely games, competitions and tournaments featuring the sport of soccer; [~~entertainment in the nature of a youth sports academy offering youth sports teams, sports clinics, sports instructions sports camps and sports tournaments~~]; entertainment in the nature of a youth sports academy, namely organizing and providing youth sports activities in the nature of youth sports teams, sports clinics, sports instruction, sports camps and sports tournaments, all featuring the sport of soccer; [~~internet, radio and television broadcasting services in the field of sports~~]; online services, namely provision of a web site featuring information about sports and sports teams; [~~online services, namely provision of a web site offering information about sports and sports teams, user discussion forums, quizzes and sports video clips~~]; online entertainment services, namely provision of a web site featuring interactive quizzes in the field of sports and sports video clips; [~~retail gift shop services featuring sports memorabilia, souvenirs, novelty items, and clothing items~~]; museum featuring sports information and displaying sports items and memorabilia; [~~museum, memorial, and exhibition services featuring sports information and displaying sports items and memorabilia~~]; entertainment services, namely, organizing and providing exhibitions and memorial exhibitions featuring sports information and displaying sports items and memorabiliaClass 041 for entertainment services in the nature of sporting events, namely games, competitions and tournaments featuring the sport of soccer; entertainment in the nature of a youth sports academy, namely organizing and providing youth sports activities in the nature of youth sports teams, sports clinics, sports instruction, sports camps and sports tournaments, all featuring the sport of soccer; online services, namely provision of a web site featuring information about sports and sports teams; online entertainment services, namely provision of a web site featuring interactive quizzes in the field of sports and sports video clips; museum featuring sports information and displaying sports items and memorabilia; entertainment services, namely, organizing and providing exhibitions and memorial exhibitions featuring sports information and displaying sports items and memorabilia

Filing Basis: Section 1(b), Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services as of the filing date of the application. (15 U.S.C. Section 1051(b)).

Applicant hereby adds the following class of goods/services to the application:

New: Class 035 for retail gift shop services featuring sports memorabilia, souvenirs, novelty items, and

clothing items

Filing Basis: Section 1(b), Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services as of the filing date of the application. (15 U.S.C. Section 1051(b)).

Applicant hereby adds the following class of goods/services to the application:

New: Class 038 for internet, radio and television broadcasting services in the field of sports; providing an online user discussion forum for transmission of messages among computer users concerning sports

Filing Basis: Section 1(b), Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services as of the filing date of the application. (15 U.S.C. Section 1051(b)).

ADDITIONAL STATEMENTS

Disclaimer

No claim is made to the exclusive right to use TAMPA BAY apart from the mark as shown.

Claim of Prior Registration(s)

Applicant claims ownership of U.S. Registration Number(s) 2755164.

Request for Information In response to the Examining Attorney's request for additional information about Applicant's services, Applicant is submitting printouts from its web site, www.fbrowdies.com.

Original PDF file:

M-38979799-164414845 . RowdiesInfo.pdf

Converted PDF file(s) (3 pages)

Miscellaneous File1

Miscellaneous File2

Miscellaneous File3

FEE(S)

Fee(s) in the amount of \$650 is being submitted.

SIGNATURE(S)

Declaration Signature

I hereby elect to bypass the submission of a signed declaration, because I believe a declaration is not required by the rules of practice. I understand that the examining attorney could still, upon later review, require a signed declaration.

Response Signature

Signature: /Heather E. Balmat/ Date: 02/23/2009

Signatory's Name: Heather E. Balmat

Signatory's Position: Attorney of record, Massachusetts bar member

The signatory has confirmed that he/she is an attorney who is a member in good standing of the bar of the highest court of a U.S. state, which includes the District of Columbia, Puerto Rico, and other federal territories and possessions; and he/she is currently the applicant's attorney or an associate thereof; and to the best of his/her knowledge, if prior to his/her appointment another U.S. attorney or a Canadian attorney/agent not currently associated with his/her company/firm previously represented the applicant in this matter: (1) the applicant has filed or is concurrently filing a signed revocation of or substitute power of attorney with the USPTO; (2) the USPTO has granted the request of the prior representative to

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withdraw; (3) the applicant has filed a power of attorney appointing him/her in this matter; or (4) the applicant's appointed U.S. attorney or Canadian attorney/agent has filed a power of attorney appointing him/her as an associate attorney in this matter.

RAM Sale Number: 3473

RAM Accounting Date: 02/24/2009

Serial Number: 77472897

Internet Transmission Date: Mon Feb 23 17:05:29 EST 2009

TEAS Stamp: USPTO/ROA-38.97.97.99-200902231705291006

07-77472897-440fc7c2c8213be9ab935441e871

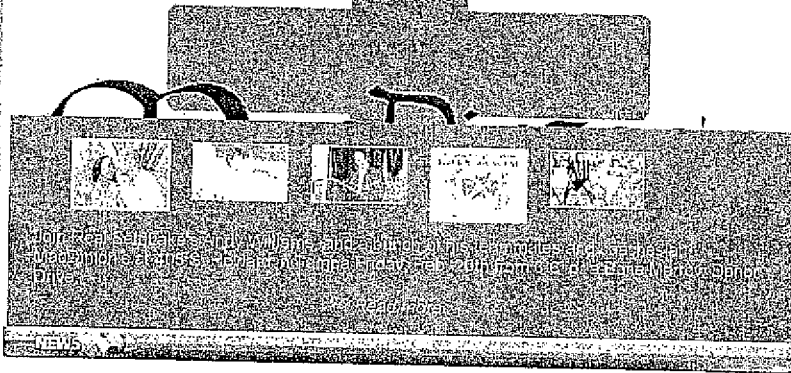
de36b3-CC-3473-20090223164414845248.

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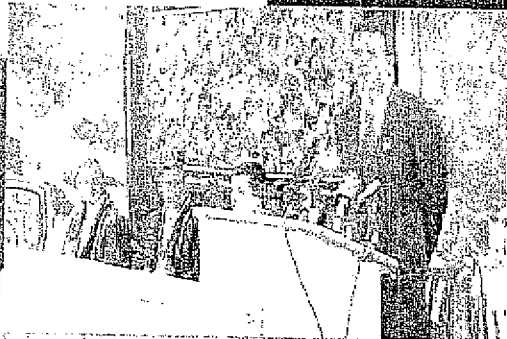
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Everton suffer blow as Arteta ruled out for season
Everton midfielder Mikel Arteta has been ruled out for the rest of the season with a ruptured knee ligament, the Premier League club have confirmed.

Read more...
Lampard: I owe Ranieri for improving my game
Frank Lampard has said that he owes former Chelsea boss Claudio Ranieri a debt of gratitude for bringing him to Stamford Bridge and can't wait to meet him against when Juventus visit in the Champions League on Wednesday.

Read more...
Gremio coach targets Libertadores as main goal
Gremio coach Celso Roth has prioritised the Copa Libertadores over the local state championship as he focuses on winning a third title.

Read more...
Pick-me-ups needed for Barçãsa and Bayern
There were weekend defeats for three teams back in UEFA Champions League action this week, with FC Barcelona's 22-match unbeaten Liga run ending and FC Bayern MÜNchen losing their third domestic game in four.


Read more...
Milan boss Ancelotti plays down Chelsea links
AC Milan coach Carlo Ancelotti has dismissed reports linking him with the manager's job at Chelsea next season.

Read more...

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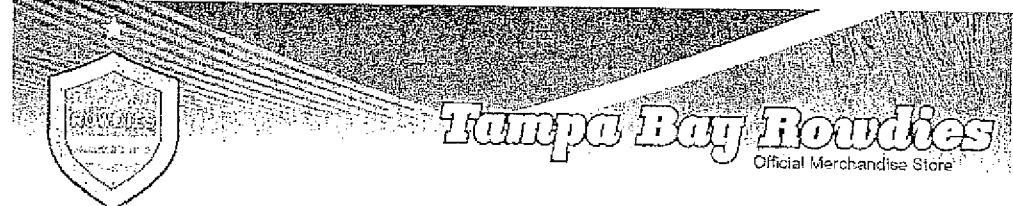




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Tampa Bay Rowdies



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Sub Categories

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 Headwear	 Outerwear & Sweatshirts	 Youth	 Accessories

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- ▼ USA Soccer
- ▼ USA Flag Football
- ▼ USA Football
- ▼ USA Softball
- ▼ NCAA
- ▼ FISAA
- ▼ XFL/AAF
- ▼ IHSA/AAU
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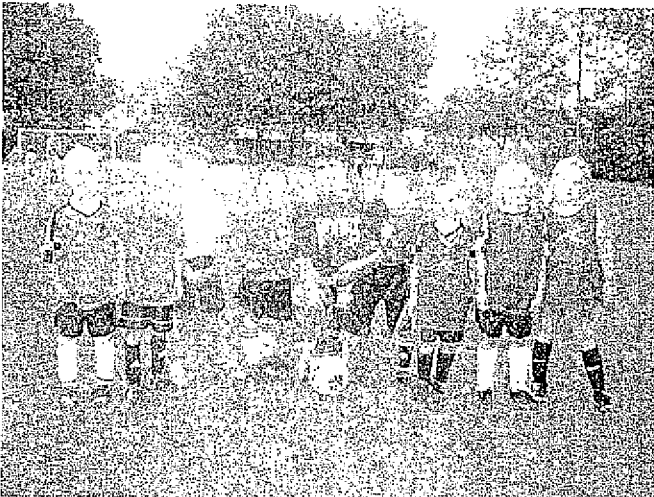


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TBR Academy

TBR Academy and its Director, Perry Van Der Beck, will initiate the Rowdies Prospects Program in 2009. In the meantime, Perry is out in the community working with kids of all ages.



Rowdies Prospects Team Structure

Ages: Boys U-15, U-16, U-17, U-18, U-19
Start Play: 2009
Team Roster: 22 players in each age pool (18 active, 4 reserve players)
Competition: International competitions: Dallas Cup, Disney Classic (Elite Brackets)
International tours and exhibition matches

Goals

- Establish a working relationship / partnership with Florida Youth Soccer Association and FYSA Region C youth clubs
- Form players pools to represent Region C in national, elite-level competition
- Create an opportunity for players to be exposed to the highest level of competition
- Encourage players to remain in the sport through their high school years and give them direct access to a professional organization
- Teach players what it takes to play at the highest levels
- Create an opportunity for the players to be exposed to scouts / coaches from the Tampa Bay Rowdies
- Create an opportunity for the players to be exposed to international scouts, college coaches, and USSF National Team staff
- Create an open line of communication with FYSA and all leagues / clubs to benefit our players

Strategy

- Player pools will be identified through a tryout based on player recommendations from all club coaches in Region C
- Teams will be sponsored and organized by the Tampa Bay Rowdies staff
- All players' registrations / fees will be held with their respective clubs (the club retains the player for their respective season and tournament schedule)
- Rowdies Prospects will be coached by the Tampa Bay Rowdies coaching staff

Timeline

March / April 2009: Rowdies Prospects Tryouts

More Information

To learn more about Rowdies Prospects, please register [here](#) and we'll keep you up to date with the latest news and information.

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TRADEMARK 2/23/2009
REEL: 003979 FRAME: 0707

RAM SALE NUMBER: 3473
RAM ACCOUNTING DATE: 20090224

INTERNET TRANSMISSION DATE:
2009/02/23

SERIAL NUMBER:
77/472897

Description	Fee Code	Transaction Date	Fee	Number Of Classes	Total Fees Paid
New App	7001	2009/02/23	325	2	650

To: Citrus Sports Group, LLC (tmadmin@choate.com)
Subject: TRADEMARK APPLICATION NO. 77472897 - TAMPA BAY ROWDIES
- 2008303.0003
Sent: 9/3/08 8:20:23 PM
Sent As: ECOM108@USPTO.GOV
Attachments: [Attachment - 1](#)
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[Attachment - 4](#)
[Attachment - 5](#)
[Attachment - 6](#)

UNITED STATES PATENT AND TRADEMARK OFFICE

SERIAL NO: 77/472897

MARK: TAMPA BAY ROWDIES

77472897

CORRESPONDENT ADDRESS:

HEATHER E. BALMAT
CHOATE, HALL & STEWART LLP
2 INTERNATIONAL PL STE 3200
BOSTON, MA 02110-4120

RESPOND TO THIS ACTION:

<http://www.uspto.gov/teas/eTEASpageD.htm>

GENERAL TRADEMARK INFORMATION:

<http://www.uspto.gov/main/trademarks.htm>

APPLICANT: Citrus Sports Group, LLC

**CORRESPONDENT'S
REFERENCE/DOCKET NO:**

2008303.0003

CORRESPONDENT E-MAIL ADDRESS:

tmadmin@choate.com

OFFICE ACTION

TO AVOID ABANDONMENT, THE OFFICE MUST RECEIVE A PROPER RESPONSE TO THIS OFFICE ACTION WITHIN 6 MONTHS OF THE ISSUE/MAILING DATE.

ISSUE/MAILING DATE: 9/3/2008

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The referenced application has been reviewed by the assigned trademark examining attorney. Applicant must respond timely and completely to the issue(s) below. 15 U.S.C. §1062(b); 37 C.F.R. §§2.62, 2.65(a); TMEP §§711, 718.03.

SEARCH RESULTS

The Office records have been searched and there are no similar registered or pending marks that would bar registration under Trademark Act Section 2(d), 15 U.S.C. §1052(d). TMEP §704.02.

INFORMALITIES

A. DISCLAIMER

The Office can require an applicant to disclaim an unregistrable part of a mark consisting of particular wording, symbols, numbers, design elements or combinations thereof. 15 U.S.C. §1056(a). Under Trademark Act Section 2(e), the Office can refuse registration of an entire mark if the entire mark is merely descriptive, deceptively misdescriptive, or primarily geographically descriptive of the goods. 15 U.S.C. §1052(e). Thus, the Office may require an applicant to disclaim a portion of a mark that, when used in connection with the goods or services, is merely descriptive, deceptively misdescriptive, primarily geographically descriptive, or otherwise unregistrable (e.g., generic). See TMEP §§1213, 1213.03.

Failure to comply with a disclaimer requirement can result in a refusal to register the entire mark. TMEP §1213.01(b).

A "disclaimer" is a statement that applicant does not claim exclusive rights to an unregistrable component of a mark. TMEP §1213. A disclaimer does not affect the appearance of the applied-for mark. See TMEP §1213.10.

Applicant must disclaim the geographically descriptive wording "TAMPA BAY" apart from the mark as shown because it is primarily geographically descriptive of the area around west central Florida on the Gulf of Mexico. See 15 U.S.C. §1056(a); TMEP §§1210.06(a), 1213.03(a).

The attached evidence demonstrates that the wording "TAMPA BAY" identifies a geographic location, namely the area around west central Florida on the Gulf of Mexico, where the goods/services presumably originate and/or are provided.

Suggested Form

The computerized printing format for the Office's *Trademark Official Gazette* requires a standardized format for a disclaimer. TMEP §1213.08(a)(i). The following is the standard format used by the Office:

No claim is made to the exclusive right to use "TAMPA BAY" apart from the mark as shown.

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TMEP §1213.08(a)(i); *see In re Owatonna Tool Co.*, 231 USPQ 493 (Comm'r Pats. 1983).

B. IDENTIFICATION OF SERVICES

The wording "entertainment services in the nature of sporting events, namely games, competitions and tournaments" in the identification of services is indefinite and must be clarified because it is too broad and is not specific enough as to the particular field or subject matter of the services. *See* TMEP §§1402.01, 1402.03.

The wording "Internet, radio and television broadcasting services in the field of sports" in the identification of goods is properly classified in International Class 038.

The wording "retail gift shop services featuring sports memorabilia, souvenirs, novelty items, and clothing items" in the identification of goods is properly classified in International Class 035.

Applicant may substitute the following wording, if accurate:

"Retail gift shop services featuring sports memorabilia, souvenirs, novelty items, and clothing items" in International Class 035;

"Internet, radio and television broadcasting services in the field of sports; *providing an online* user discussion forum *for transmission of messages among computer users concerning sports*" in International Class 038;

"entertainment services in the nature of sporting events, namely games, competitions and tournaments *featuring the sport of soccer*; entertainment in the nature of a youth sports academy, *namely, organizing and providing youth sports activities in the nature of* youth sports teams, sports clinics, sports instructions, sports camps and sports tournaments, *all featuring the sport of soccer*; online services, namely provision of a web site *featuring* information about sports and sports teams; online *entertainment* services, namely provision of a web site *featuring interactive quizzes in the field of sports* and sports video clips; museum featuring sports information and displaying sports items and memorabilia; *entertainment services, namely, organizing and providing* exhibitions and memorial *exhibitions* featuring sports information and displaying sports items and memorabilia" in International Class 041.

Request for Information

To permit proper examination of the application, applicant must submit additional information about the services. *See* 37 C.F.R. §2.61(b); *In re Planalytics, Inc.*, 70 USPQ2d 1453, 1457-58 (TTAB 2004); TMEP §814. The requested information should include fact sheets, brochures, and/or advertisements. If these materials are unavailable, applicant should submit similar documentation for services of the same type, explaining how its own services will differ. If the services feature new technology and no information regarding competing services is available, applicant must provide a detailed factual description of the services.

The submitted factual information must make clear what the services are and how they are rendered,

their salient features, and their prospective customers and channels of trade. Conclusory statements regarding the services will not satisfy this requirement for information.

Failure to respond to a request for information is an additional ground for refusing registration. *See In re DTIP'ship LLP*, 67 USPQ2d 1699, 1701-02 (TTAB 2003). Merely stating that information about the services is available on applicant's website is an inappropriate response to a request for additional information and is insufficient to make the relevant information of record. *See In re Planalytics*, 70 USPQ2d at 1457-58.

Scope

Identifications of goods and/or services can be amended only to clarify or limit the goods and/or services; adding to or broadening the scope of the goods and/or services is not permitted. 37 C.F.R. §2.71(a); *see* TMEP §§1402.06 *et seq.*, 1402.07. Therefore, applicant may not amend the identification to include goods and/or services that are not within the scope of the goods and/or services set forth in the present identification.

ID Manual Online

For assistance with identifying and classifying goods and/or services in trademark applications, please see the online searchable *Manual of Acceptable Identifications of Goods and Services* at <http://tess2.uspto.gov/netahtml/tidm.html>. *See* TMEP §1402.04.

C. CLASSIFICATION

The application identifies goods and/or services that are classified in at least 3 classes; however, the fees submitted are sufficient for only 1 class(es). In a multiple-class application, a fee for each class is required. 37 C.F.R. §2.86(a)(2); TMEP §§810.01, 1403.01.

Therefore, applicant must either (1) restrict the application to the number of classes covered by the fee(s) already paid, or (2) submit the fees for the additional class(es).

If applicant prosecutes this application as a combined, or multiple-class application, then applicant must comply with each of the following for those goods and/or services based on an intent to use the mark in commerce under Trademark Act Section 1(b):

- (1) Applicant must list the goods and/or services by international class; and
- (2) Applicant must submit a filing fee for each international class of goods and/or services not covered by the fee already paid (current fee information should be confirmed at <http://www.uspto.gov>).

See 37 C.F.R. §§2.34(a)(2)-(3), 2.86(a); TMEP §§1403.01, 1403.02(c).

D. CLAIM OF OWNERSHIP OF PRIOR REGISTRATION

If applicant is the owner of U.S. Registration No. 2755164, then applicant must submit a claim of ownership. 37 C.F.R. §2.36; TMEP §812. The following standard format is suggested:

Applicant is the owner of U.S. Registration No. 2755164.

FEES

The filing fee for adding classes to an application is as follows:

(1) \$325 per class, when the fees are submitted with a response filed online via the Trademark Electronic Application System (TEAS) at <http://www.uspto.gov/teas/index.html>; or

(2) \$375 per class, when the fees are submitted with a paper response.

37 C.F.R. §2.6(a)(1)(i)-(a)(1)(ii); TMEP §810.

/jcbesch/
Jay C. Besch
Trademark Examining Attorney
Law Office 108
United States Patent and Trademark Office
(571)272-8606 phone
jay

RESPOND TO THIS ACTION: Applicant should file a response to this Office action online using the form at <http://www.uspto.gov/teas/eTEASpageD.html>, waiting 48-72 hours if applicant received notification of the Office action via e-mail. For *technical* assistance with the form, please e-mail TEAS@uspto.gov. For questions about the Office action itself, please contact the assigned examining attorney. **Do not respond to this Office action by e-mail; the USPTO does not accept e-mailed responses.**

If responding by paper mail, please include the following information: the application serial number, the mark, the filing date and the name, title/position, telephone number and e-mail address of the person signing the response. Please use the following address: Commissioner for Trademarks, P.O. Box 1451, Alexandria, VA 22313-1451.

STATUS CHECK: Check the status of the application at least once every six months from the initial filing date using the USPTO Trademark Applications and Registrations Retrieval (TARR) online system at <http://tarr.uspto.gov>. When conducting an online status check, print and maintain a copy of the complete TARR screen. If the status of your application has not changed for more than six months, please contact the assigned examining attorney.

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-noun

an inlet of the Gulf of Mexico, in W Florida. ab. 27 mi. (43 km) long.

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noun

an arm of the Gulf of Mexico in west-central Florida

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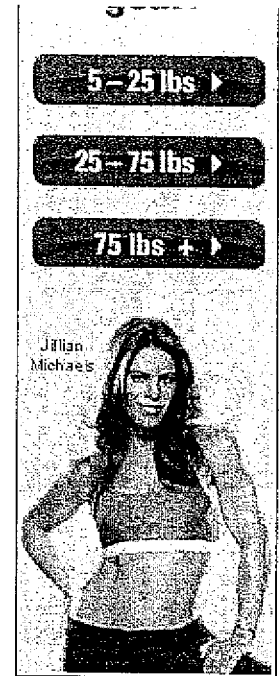
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Tampa Bay

inlet of the Gulf of Mexico, 25 mi (40 km) long and 7 to 12 mi (11.3–19 km) wide, W Fla., separated from the Gulf by numerous small islands; it receives the Hillsborough River. St. Petersburg is on the western neck, Old Tampa Bay, and Tampa is on Hillsborough Bay, the

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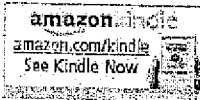
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DESIGN MARK

Serial Number

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Status

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Word Mark

TAMPA BAY ROWDIES

Standard Character Mark

No

Registration Number

2755164

Date Registered

2003/08/26

Type of Mark

TRADEMARK

Register

PRINCIPAL

Mark Drawing Code

(1) TYPED DRAWING

Owner

CITRUS SPORTS GROUP, LLC LIMITED LIABILITY COMPANY DELAWARE 30 ADDISON ROAD WALTHAM MASSACHUSETTS 02452

Goods/Services

Class Status -- ACTIVE. IC 025. US 022 039. G & S: Clothing, namely t-shirts, sweatshirts, jerseys, hats and caps. First Use: 2001/06/13. First Use In Commerce: 2001/06/13.

Disclaimer Statement

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "TAMPA BAY" APART FROM THE MARK AS SHOWN.

Filing Date

2001/10/01

Examining Attorney

OSLICK, SCOTT

Attorney of Record

D. Scott Hemingway

TAMPA BAY ROWDIES

To: Citrus Sports Group, LLC (tmadmin@choate.com)
Subject: TRADEMARK APPLICATION NO. 77472897 - TAMPA BAY ROWDIES
- 2008303.0003
Sent: 9/3/08 8:20:27 PM
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Attachments:

IMPORTANT NOTICE
USPTO OFFICE ACTION HAS ISSUED ON 9/3/2008 FOR
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Please follow the instructions below to continue the prosecution of your application:

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1. The USPTO will NOT send a separate e-mail with the Office action attached.
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03	94	N/A	0	0	0:04	*R{v:2}UD{v}*[bi,ti] not dead[ld]
04	2	N/A	0	0	0:05	*R{v:2}UDD{v}*[bi,ti] not dead[ld]
05	153	N/A	0	0	0:02	*TA{v0:1}MPA*[bi,ti] not dead[ld]
06	0	0	0	0	0:01	*TA{v0:1}M{"mp"}PA*[bi,ti] not dead[ld]
07	0	0	0	0	0:01	*TA{v0:1}M{"mp"}{"imp"}PA*[bi,ti] not dead[ld]
08	3587	N/A	0	0	0:01	*BA{"iye"}*[bi,ti] not dead[ld]
09	107	N/A	0	0	0:04	*BAA*[bi,ti] not dead[ld]
10	2542	N/A	0	0	0:01	*BE{"iy"}*[bi,ti] not dead[ld]
11	2	0	2	1	0:01	(1 or 3 or 4) and (5 or 8 or 9 or 10)
12	200	0	200	134	0:01	(1 or 3 or 4) not 11
13	59	0	59	38	0:01	5 and (8 or 9 or 10)

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Trademark/Service Mark Application, Principal Register

Serial Number: 77472897

Filing Date: 05/13/2008

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	77472897
MARK INFORMATION	
*MARK	TAMPA BAY ROWDIES
STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	TAMPA BAY ROWDIES
MARK STATEMENT	The mark consists of standard characters, without claim to any particular font, style, size, or color.
REGISTER	Principal
APPLICANT INFORMATION	
*OWNER OF MARK	Citrus Sports Group, LLC
*STREET	30 Addison Road
*CITY	Waltham
*STATE (Required for U.S. applicants)	Massachusetts
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants only)	02452
LEGAL ENTITY INFORMATION	
TYPE	limited liability company
STATE/COUNTRY WHERE LEGALLY ORGANIZED	Delaware
GOODS AND/OR SERVICES AND BASIS INFORMATION	

*INTERNATIONAL CLASS	041
*IDENTIFICATION	entertainment services in the nature of sporting events, namely games, competitions and tournaments; entertainment in the nature of a youth sports academy offering youth sports teams, sports clinics, sports instructions sports camps and sports tournaments; internet, radio and television broadcasting services in the field of sports; online services, namely provision of a web site offering information about sports and sports teams, user discussion forums, quizzes and sports video clips; retail gift shop services featuring sports memorabilia, souvenirs, novelty items, and clothing items; museum, memorial, and exhibition services featuring sports information and displaying sports items and memorabilia
FILING BASIS	SECTION 1(b)
ATTORNEY INFORMATION	
NAME	Heather E. Balmat
ATTORNEY DOCKET NUMBER	2008303.0003
FIRM NAME	Choate, Hall & Stewart LLP
STREET	Two International Place
INTERNAL ADDRESS	Attn: Trademark Administrator
CITY	Boston
STATE	Massachusetts
COUNTRY	United States
ZIP/POSTAL CODE	02110
PHONE	617-248-5000
FAX	617-248-4000
EMAIL ADDRESS	tmadmin@choate.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
OTHER APPOINTED ATTORNEY	Kell L. Schoff and all other attorneys of Choate, Hall & Stewart LLP

CORRESPONDENCE INFORMATION	
NAME	Heather E. Balmat
FIRM NAME	Choate, Hall & Stewart LLP
STREET	Two International Place
INTERNAL ADDRESS	Attn: Trademark Administrator
CITY	Boston
STATE	Massachusetts
COUNTRY	United States
ZIP/POSTAL CODE	02110
PHONE	617-248-5000
FAX	617-248-4000
EMAIL ADDRESS	tmadmin@choate.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
FEE INFORMATION	
NUMBER OF CLASSES	1
FEE PER CLASS	325
*TOTAL FEE DUE	325
*TOTAL FEE PAID	325
SIGNATURE INFORMATION	
SIGNATURE	/Heather E. Balmat/
SIGNATORY'S NAME	Heather E. Balmat
SIGNATORY'S POSITION	Attorney of record
DATE SIGNED	05/13/2008

Trademark/Service Mark Application, Principal Register

Serial Number: 77472897

Filing Date: 05/13/2008

To the Commissioner for Trademarks:

MARK: TAMPA BAY ROWDIES (Standard Characters, see mark)

The literal element of the mark consists of TAMPA BAY ROWDIES.

The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, Citrus Sports Group, LLC, a limited liability company legally organized under the laws of Delaware, having an address of

30 Addison Road

Waltham, Massachusetts 02452

United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended.

International Class 041: entertainment services in the nature of sporting events, namely games, competitions and tournaments; entertainment in the nature of a youth sports academy offering youth sports teams, sports clinics, sports instructions sports camps and sports tournaments; internet, radio and television broadcasting services in the field of sports; online services, namely provision of a web site offering information about sports and sports teams, user discussion forums, quizzes and sports video clips; retail gift shop services featuring sports memorabilia, souvenirs, novelty items, and clothing items; museum, memorial, and exhibition services featuring sports information and displaying sports items and memorabilia

Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. (15 U.S.C. Section 1051(b)).

The applicant hereby appoints Heather E. Balmat and Kell L. Schoff and all other attorneys of Choate, Hall & Stewart LLP of Choate, Hall & Stewart LLP

Attn: Trademark Administrator

Two International Place

Boston, Massachusetts 02110

United States

to submit this application on behalf of the applicant. The attorney docket/reference number is 2008303.0003.

Correspondence Information: Heather E. Balmat

Attn: Trademark Administrator

Two International Place

Boston, Massachusetts 02110

617-248-5000(phone)

617-248-4000(fax)

44
TRADEMARK

REEL: 003979 FRAME: 0727

tmadmin@choate.com (authorized)

A fee payment in the amount of \$325 has been submitted with the application, representing payment for 1 class(es).

Declaration

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Signature: /Heather E. Balmat/ Date Signed: 05/13/2008

Signatory's Name: Heather E. Balmat

Signatory's Position: Attorney of record

RAM Sale Number: 7197

RAM Accounting Date: 05/13/2008

Serial Number: 77472897

Internet Transmission Date: Tue May 13 12:24:39 EDT 2008

TEAS Stamp: USPTO/BAS-38.97.97.99-200805131224395125

84-77472897-400e095724219ce860d5eddbf43c

8e5ef-CC-7197-20080513121918744405

45

TAMPA BAY ROWDIES

TAMPA BAY ROWDIES

EXHIBIT 14

Trademarks > Trademark Electronic Search System (TESS)

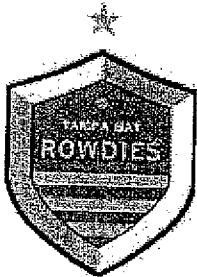
TESS was last updated on Thu Apr 16 04:05:06 EDT 2009

- [TESS HOME](#)
- [NEW USER](#)
- [STRUCTURED](#)
- [FREE FORM](#)
- [BROWSE DIR](#)
- [SEARCH QG](#)
- [BOTTOM](#)
- [HELP](#)
- [PREV LIST](#)
- [CURR LIST](#)
- [NEXT LIST](#)
- [FIRST DOC](#)
- [PREV DOC](#)
- [NEXT DOC](#)
- [LAST DOC](#)

[Logout](#) Please logout when you are done to release system resources allocated for you.

[Start](#) List At: OR [Jump](#) to record: **Record 2 out of 3**

[TARR Status](#)
[ASSIGN Status](#)
[TDR](#)
[TTAB Status](#)
 (Use the "Back" button of the Internet Browser to return to TESS)



Word Mark
Goods and
Services

1975 TAMPA BAY ROWDIES

IC 025. US 022 039. G & S: clothing, namely, t-shirts, sweatshirts, jerseys, hats and caps

IC 035. US 100 101 102. G & S: retail gift shop services featuring sports memorabilia, souvenirs, novelty items and clothing items

IC 038. US 100 101 104. G & S: Internet, radio and television broadcasting services in the field of sports; providing an on-line forum for the transmission of messages among computer users regarding sports topics

IC 041. US 100 101 107. G & S: entertainment in the nature of organization of soccer games, competitions and tournaments; arranging and conducting youth soccer programs and tournaments; soccer instruction; running of a museum featuring sports information and the display of sports items and memorabilia; on-line services, namely, provision of a web site offering information about sports and sports teams and providing sports video clips and on-line quizzes in the field of sports

Mark Drawing
Code

(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

4/16/2009

Design 01.01.03 - Star - a single star with five points
 Search Code 21.03.15 - Soccer balls; Volleyballs
 24.01.02 - Shields or crests with figurative elements contained therein or superimposed thereon
 24.01.03 - Shields or crests with letters, punctuation or inscriptions contained therein or superimposed thereon
 26.17.01 - Bands, straight; Bars, straight; Lines, straight; Straight line(s), band(s) or bar(s)
 26.17.05 - Bands, horizontal; Bars, horizontal; Horizontal line(s), band(s) or bar(s); Lines, horizontal

Serial Number 77581514
 Filing Date September 29, 2008
 Current Filing Basis 1B
 Original Filing Basis 1B
 Published for Opposition April 28, 2009
 Owner (APPLICANT) Citrus Sports Group, LLC LIMITED LIABILITY COMPANY DELAWARE 30 Addison Road Waltham MASSACHUSETTS 02452
 Attorney of Record Heather E. Balmat
 Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "1975" AND "TAMPA BAY" APART FROM THE MARK AS SHOWN
 Description of Mark Color is not claimed as a feature of the mark. The mark consists of a shield with a volleyball appearing between "19" and "75" of the year "1975"; the wording "TAMPA BAY ROWDIES" appears underneath and the bottom half of the shield contains alternating shaded horizontal stripes; a five-point star appears above the shield.
 Type of Mark TRADEMARK. SERVICE MARK
 Register PRINCIPAL
 Live/Dead Indicator LIVE

TESS HOME NEW USER STRUCTURED FREE FORM BROWSER DICT SEARCH OG TOP HELP PREV LIST CURR LIST
 NEXT LIST FIRST DOC PREV DOC NEXT DOC LAST DOC

[.HOME | SITE INDEX | SEARCH | eBUSINESS | HELP | PRIVACY POLICY

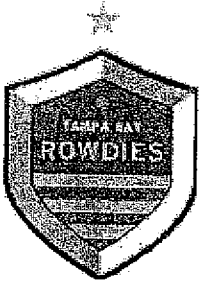
Thank you for your request. Here are the latest results from the TARR web server.

This page was generated by the TARR system on 2009-04-16 12:13:11 ET

Serial Number: 77581514 Assignment Information Trademark Document Retrieval

Registration Number: (NOT AVAILABLE)

Mark



(words only): 1975 TAMPA BAY ROWDIES

Standard Character claim: No

Current Status: Final review prior to publication has been completed, application will be published for opposition.

Date of Status: 2009-03-24

Filing Date: 2008-09-29

The Information will be/was published in the Official Gazette on 2009-04-28

Transformed into a National Application: No

Registration Date: (DATE NOT AVAILABLE)

Register: Principal

Law Office Assigned: LAW OFFICE 102

Attorney Assigned:

4/16/2009

BUONGIORNO CHRISTOPHER L

Current Location: 650 -Publication And Issue Section

Date In Location: 2009-03-24

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. Citrus Sports Group, LLC

Address:

Citrus Sports Group, LLC

30 Addison Road

Waltham, MA 02452

United States

Legal Entity Type: Limited Liability Company

State or Country Where Organized: Delaware

GOODS AND/OR SERVICES

International Class: 025

Class Status: Active

clothing, namely, t-shirts, sweatshirts, jerseys, hats and caps

Basis: 1(b)

First Use Date: (DATE NOT AVAILABLE)

First Use in Commerce Date: (DATE NOT AVAILABLE)

International Class: 035

Class Status: Active

retail gift shop services featuring sports memorabilia, souvenirs, novelty items and clothing items

Basis: 1(b)

First Use Date: (DATE NOT AVAILABLE)

First Use in Commerce Date: (DATE NOT AVAILABLE)

International Class: 038

Class Status: Active

Internet, radio and television broadcasting services in the field of sports; providing an on-line forum for the transmission of messages among computer users regarding sports topics

Basis: 1(b)

First Use Date: (DATE NOT AVAILABLE)

First Use in Commerce Date: (DATE NOT AVAILABLE)

International Class: 041

Class Status: Active

entertainment in the nature of organization of soccer games, competitions and tournaments; arranging and conducting youth soccer programs and tournaments; soccer instruction; running of a museum featuring sports information and the display of sports items and memorabilia; on-line services, namely, provision of a web site offering information about sports and sports teams and providing sports video clips and on-line quizzes in the field of sports

4/16/2009

Basis: 1(b)

First Use Date: (DATE NOT AVAILABLE)

First Use in Commerce Date: (DATE NOT AVAILABLE)

ADDITIONAL INFORMATION

Color(s) Claimed: Color is not claimed as a feature of the mark.

Disclaimer: "1975" AND "TAMPA BAY"

Description of Mark: The mark consists of a shield with a volleyball appearing between "19" and "75" of the year "1975"; the wording "TAMPA BAY ROWDIES" appears underneath and the bottom half of the shield contains alternating shaded horizontal stripes; a five-point star appears above the shield.

Design Search Code(s):

01.01.03 - Star - a single star with five points

21.03.15 - Soccer balls; Volleyballs

24.01.02 - Shields or crests with figurative elements contained therein or superimposed thereon

24.01.03 - Shields or crests with letters, punctuation or inscriptions contained therein or superimposed thereon

26.17.01 - Bands, straight; Bars, straight; Lines, straight; Straight line(s), band(s) or bar(s)

26.17.05 - Bands, horizontal; Bars, horizontal; Horizontal line(s), band(s) or bar(s); Lines, horizontal

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

NOTE: To view any document referenced below, click on the link to "Trademark Document Retrieval" shown near the top of this page.

2009-04-08 - Notice of publication

2009-03-24 - Law Office Publication Review Completed

2009-03-20 - Approved for Pub - Principal Register (Initial exam)

2009-03-20 - Examiner's Amendment Entered

2009-03-20 - Notification Of Examiners Amendment E-Mailed

2009-03-20 - EXAMINERS AMENDMENT E-MAILED

2009-03-20 - Examiners Amendment - Written

2009-03-19 - Data Modification Completed

2009-03-13 - Teas/Email Correspondence Entered

4/16/2009

2009-03-13 - Communication received from applicant
2009-03-13 - Assigned To LIE
2009-03-12 - TEAS Response to Office Action Received
2008-12-29 - Notification Of Non-Final Action E-Mailed
2008-12-29 - Non-final action e-mailed
2008-12-29 - Non-Final Action Written
2008-12-27 - Assigned To Examiner
2008-10-03 - Notice Of Design Search Code Mailed
2008-10-02 - New Application Entered In Tram

ATTORNEY/CORRESPONDENT INFORMATION

Attorney of Record

Heather E. Balmat

Correspondent

HEATHER E. BALMAT
CHOATE, HALL & STEWART LLP
TWO INTERNATIONAL PLACE
ATTN: TRADEMARK ADMINISTRATOR
BOSTON, MA 02110
Phone Number: 617-248-5000
Fax Number: 617-248-4000

4/16/2009

TRADEMARK
REEL: 003979 FRAME: 0737

6

Side - 1

NOTICE OF PUBLICATION UNDER §12(a)

MAILING DATE: Apr 8, 2009

PUBLICATION DATE: Apr 28, 2009

The mark identified below will be published in the Official Gazette on Apr 28, 2009. Any party who believes they will be damaged by registration of the mark may oppose its registration by filing an opposition to registration or a request to extend the time to oppose within thirty (30) days from the publication date on this notice. If no opposition is filed within the time specified by law, the USPTO may issue a Notice of Allowance. To view the Official Gazette online or to order a paper copy, visit the USPTO website at <http://www.uspto.gov/web/trademarks/tmog/> any time within the five-week period after the date of publication. You may also order a printed version from the U.S. Government Printing Office (GPO) at <http://bookstore.gpo.gov> or 202-512-1800. To check the status of your application, go to <http://tarr.uspto.gov/>.

SERIAL NUMBER: 77581514

MARK: 1975 TAMPA BAY ROWDIES

OWNER: Citrus Sports Group, LLC

Side - 2

UNITED STATES PATENT AND TRADEMARK OFFICE
COMMISSIONER FOR TRADEMARKS
P.O. BOX 1451
ALEXANDRIA, VA 22313-1451

FIRST-CLASS
MAIL
U.S. POSTAGE
PAID

HEATHER E. BALMAT
CHOATE, HALL & STEWART LLP
TWO INTERNATIONAL PLACE
ATTN: TRADEMARK ADMINISTRATOR
BOSTON, MA 02110

Trademark Snap Shot Publication & Issue Review Stylesheet
 (Table presents 100% data on Publication & Issue Review Complete)

OVERVIEW

SERIAL NUMBER	77581514	FILING DATE	09/29/2008
REG NUMBER	0000000	REG DATE	N/A
REGISTER	PRINCIPAL	MARK TYPE	TRADEMARK
INTL REG #	N/A	INTL REG DATE	N/A
TM ATTORNEY	BUONGIORNO, CHRISTOPHE	L.O. ASSIGNED	102

PUB INFORMATION

RUN DATE	03/25/2009		
PUB DATE	04/28/2009		
STATUS	681-PUBLICATION/ISSUE REVIEW COMPLETE		
STATUS DATE	03/24/2009		
LITERAL MARK ELEMENT	1975 TAMPA BAY ROWDIES		
DATE ABANDONED	N/A	DATE CANCELLED	N/A
SECTION 2F	NO	SECTION 2F IN PART	NO
SECTION 8	NO	SECTION 8 IN PART	NO
SECTION 15	NO	RE PUB 12C	N/A
RENEWAL FILED	NO	RENEWAL DATE	N/A
DATE AMEND REG	N/A		

FILING BASIS

FILED BASIS		CURRENT BASIS		AMENDED BASIS	
1 (a)	NO	1 (a)	NO	1 (a)	NO
1 (b)	YES	1 (b)	YES	1 (b)	NO
44D	NO	44D	NO	44D	NO
44E	NO	44E	NO	44E	NO
66A	NO	66A	NO		
NO BASIS	NO	NO BASIS	NO		

MARK DATA

STANDARD CHARACTER MARK	NO
-------------------------	----

LITERAL MARK ELEMENT	1975 TAMPA BAY ROWDIES
MARK DRAWING CODE	3-AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/LETTER(S)/NUMBER(S)
COLOR DRAWING FLAG	NO

CURRENT OWNER INFORMATION

PARTY TYPE	10-ORIGINAL APPLICANT
NAME	Citrus Sports Group, LLC
ADDRESS	30 Addison Road Waltham, MA 02452
ENTITY	16-LTD LIAB CO
CITIZENSHIP	Delaware

GOODS AND SERVICES

INTERNATIONAL CLASS	025
DESCRIPTION TEXT	clothing, namely, t-shirts, sweatshirts, jerseys, hats and caps
INTERNATIONAL CLASS	035
DESCRIPTION TEXT	retail gift shop services featuring sports memorabilia, souvenirs, novelty items and clothing items
INTERNATIONAL CLASS	038
DESCRIPTION TEXT	Internet, radio and television broadcasting services in the field of sports; providing an on-line forum for the transmission of messages among computer users regarding sports topics
INTERNATIONAL CLASS	041
DESCRIPTION TEXT	entertainment in the nature of organization of soccer games, competitions and tournaments; arranging and conducting youth soccer programs and tournaments; soccer instruction; running of a museum featuring sports information and the display of sports items and memorabilia; on-line services, namely, provision of a web site offering information about sports and sports teams and providing sports video clips and on-line quizzes in the field of sports

GOODS AND SERVICES CLASSIFICATION

INTERNATIONAL CLASS	025	FIRST USE DATE	NONE	FIRST USE IN COMMERCE DATE	NONE	CLASS STATUS	6-ACTIVE
INTERNATIONAL CLASS	035	FIRST USE DATE	NONE	FIRST USE IN COMMERCE DATE	NONE	CLASS STATUS	6-ACTIVE

INTERNATIONAL CLASS	038	FIRST USE DATE	NONE	FIRST USE IN COMMERCE DATE	NONE	CLASS STATUS	6-ACTIVE
INTERNATIONAL CLASS	041	FIRST USE DATE	NONE	FIRST USE IN COMMERCE DATE	NONE	CLASS STATUS	6-ACTIVE

MISCELLANEOUS INFORMATION/STATEMENTS

CHANGE IN REGISTRATION	NO
COLORS CLAIMED STATEMENT	Color is not claimed as a feature of the mark.
DISCLAIMER W/PREDETER TXT	"1975" AND "TAMPA BAY"
DESCRIPTION OF MARK	The mark consists of a shield with a volleyball appearing between "19" and "75" of the year "1975"; the wording "TAMPA BAY ROWDIES" appears underneath and the bottom half of the shield contains alternating shaded horizontal stripes; a five-point star appears above the shield.

PROSECUTION HISTORY

DATE	ENT CD	ENT TYPE	DESCRIPTION	ENT NUM
03/24/2009	PREV	O	LAW OFFICE PUBLICATION REVIEW COMPLETED	017
03/20/2009	CNSA	P	APPROVED FOR PUB - PRINCIPAL REGISTER	016
03/20/2009	XAEC	I	EXAMINER'S AMENDMENT ENTERED	015
03/20/2009	GNEN	O	NOTIFICATION OF EXAMINERS AMENDMENT E-MAILED	014
03/20/2009	GNEA	O	EXAMINERS AMENDMENT E-MAILED	013
03/20/2009	CNEA	R	EXAMINERS AMENDMENT -WRITTEN	012
03/19/2009	DMCC	I	DATA MODIFICATION COMPLETED	011
03/13/2009	TEME	I	TEAS/EMAIL CORRESPONDENCE ENTERED	010
03/13/2009	CRFA	I	CORRESPONDENCE RECEIVED IN LAW OFFICE	009
03/13/2009	ALIE	A	ASSIGNED TO LIE	008
03/12/2009	TROA	I	TEAS RESPONSE TO OFFICE ACTION RECEIVED	007
12/29/2008	GNRN	O	NOTIFICATION OF NON-FINAL ACTION E-MAILED	006
12/29/2008	GNRT	F	NON-FINAL ACTION E-MAILED	005
12/29/2008	CNRT	R	NON-FINAL ACTION WRITTEN	004
12/27/2008	DOCK	D	ASSIGNED TO EXAMINER	003
10/03/2008	MDSC	O	NOTICE OF DESIGN SEARCH CODE MAILED	002
10/02/2008	NWAP	I	NEW APPLICATION ENTERED IN TRAM	001

10

CURRENT CORRESPONDENCE INFORMATION

ATTORNEY	Heather E. Balmat
CORRESPONDENCE ADDRESS	HEATHER E. BALMAT CHOATE, HALL & STEWART LLP TWO INTERNATIONAL PLACE ATTN: TRADEMARK ADMINISTRATOR BOSTON, MA 02110
DOMESTIC REPRESENTATIVE	NONE



Trademark Snap Shot Amendment & Mail Processing Stylesheet
 (Table presents the data on Amendment & Mail Processing Complete)

OVERVIEW

SERIAL NUMBER	77581514	FILING DATE	09/29/2008
REG NUMBER	0000000	REG DATE	N/A
REGISTER	PRINCIPAL	MARK TYPE	TRADEMARK
INTL REG #	N/A	INTL REG DATE	N/A
TM ATTORNEY	BUONGIORNO, CHRISTOPHE	L.O. ASSIGNED	102

PUB INFORMATION

RUN DATE	03/21/2009		
PUB DATE	N/A		
STATUS	680-APPROVED FOR PUBLICATON		
STATUS DATE	03/20/2009		
LITERAL MARK ELEMENT	1975 TAMPA BAY ROWDIES		
DATE ABANDONED	N/A	DATE CANCELLED	N/A
SECTION 2F	NO	SECTION 2F IN PART	NO
SECTION 8	NO	SECTION 8 IN PART	NO
SECTION 15	NO	RE PUB 12C	N/A
RENEWAL FILED	NO	RENEWAL DATE	N/A
DATE AMEND REG	N/A		

FILING BASIS

FILED BASIS		CURRENT BASIS		AMENDED BASIS	
1 (a)	NO	1 (a)	NO	1 (a)	NO
1 (b)	YES	1 (b)	YES	1 (b)	NO
44D	NO	44D	NO	44D	NO
44E	NO	44E	NO	44E	NO
66A	NO	66A	NO		
NO BASIS	NO	NO BASIS	NO		

MARK DATA

STANDARD CHARACTER MARK	NO
-------------------------	----

LITERAL MARK ELEMENT	1975 TAMPA BAY ROWDIES
MARK DRAWING CODE	3-AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/LETTER(S)/NUMBER(S)
COLOR DRAWING FLAG	NO

CURRENT OWNER INFORMATION

PARTY TYPE	10-ORIGINAL APPLICANT
NAME	Citrus Sports Group, LLC
ADDRESS	30 Addison Road Waltham, MA 02452
ENTITY	16-LTD LIAB CO
CITIZENSHIP	Delaware

GOODS AND SERVICES

INTERNATIONAL CLASS	025
DESCRIPTION TEXT	clothing, namely, t-shirts, sweatshirts, jerseys, hats and caps
INTERNATIONAL CLASS	035
DESCRIPTION TEXT	retail gift shop services featuring sports memorabilia, souvenirs, novelty items and clothing items
INTERNATIONAL CLASS	038
DESCRIPTION TEXT	Internet, radio and television broadcasting services in the field of sports; providing an on-line forum for the transmission of messages among computer users regarding sports topics
INTERNATIONAL CLASS	041
DESCRIPTION TEXT	entertainment in the nature of organization of soccer games, competitions and tournaments; arranging and conducting youth soccer programs and tournaments; soccer instruction; running of a museum featuring sports information and the display of sports items and memorabilia; on-line services, namely, provision of a web site offering information about sports and sports teams and providing sports video clips and on-line quizzes in the field of sports

GOODS AND SERVICES CLASSIFICATION

INTERNATIONAL CLASS	025	FIRST USE DATE	NONE	FIRST USE IN COMMERCE DATE	NONE	CLASS STATUS	6-ACTIVE
INTERNATIONAL CLASS	035	FIRST USE DATE	NONE	FIRST USE IN COMMERCE DATE	NONE	CLASS STATUS	6-ACTIVE

INTERNATIONAL CLASS	038	FIRST USE DATE	NONE	FIRST USE IN COMMERCE DATE	NONE	CLASS STATUS	6-ACTIVE
INTERNATIONAL CLASS	041	FIRST USE DATE	NONE	FIRST USE IN COMMERCE DATE	NONE	CLASS STATUS	6-ACTIVE

MISCELLANEOUS INFORMATION/STATEMENTS

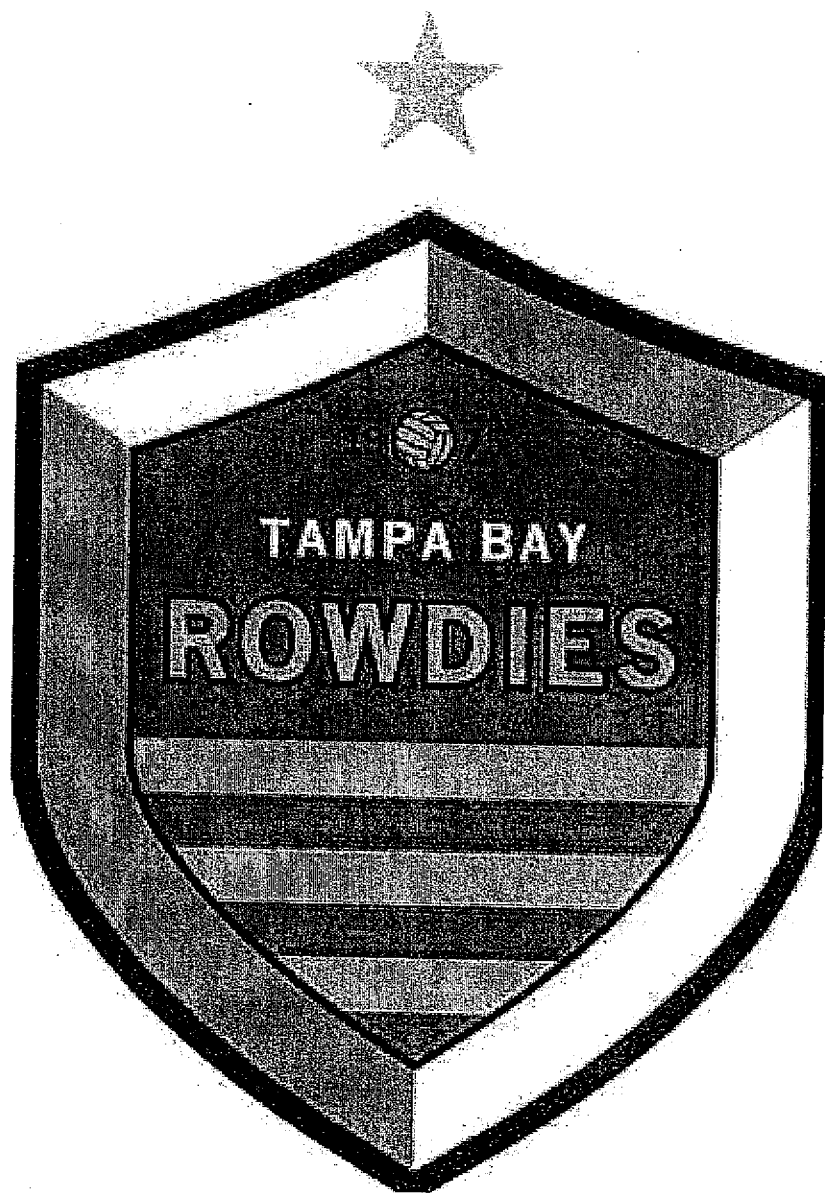
CHANGE IN REGISTRATION	NO
COLORS CLAIMED STATEMENT	Color is not claimed as a feature of the mark.
DISCLAIMER W/PREDETER TXT	"1975" AND "TAMPA BAY"
DESCRIPTION OF MARK	The mark consists of a shield with a volleyball appearing between "19" and "75" of the year "1975"; the wording "TAMPA BAY ROWDIES" appears underneath and the bottom half of the shield contains alternating shaded horizontal stripes; a five-point star appears above the shield.

PROSECUTION HISTORY

DATE	ENT CD	ENT TYPE	DESCRIPTION	ENT NUM
03/20/2009	CNSA	P	APPROVED FOR PUB - PRINCIPAL REGISTER	016
03/20/2009	XAEC	I	EXAMINER'S AMENDMENT ENTERED	015
03/20/2009	GNEN	O	NOTIFICATION OF EXAMINERS AMENDMENT E-MAILED	014
03/20/2009	GNEA	O	EXAMINERS AMENDMENT E-MAILED	013
03/20/2009	CNEA	R	EXAMINERS AMENDMENT -WRITTEN	012
03/19/2009	DMCC	I	DATA MODIFICATION COMPLETED	011
03/13/2009	TEME	I	TEAS/EMAIL CORRESPONDENCE ENTERED	010
03/13/2009	CRFA	I	CORRESPONDENCE RECEIVED IN LAW OFFICE	009
03/13/2009	ALIE	A	ASSIGNED TO LIE	008
03/12/2009	TROA	I	TEAS RESPONSE TO OFFICE ACTION RECEIVED	007
12/29/2008	GNRN	O	NOTIFICATION OF NON-FINAL ACTION E-MAILED	006
12/29/2008	GNRT	F	NON-FINAL ACTION E-MAILED	005
12/29/2008	CNRT	R	NON-FINAL ACTION WRITTEN	004
12/27/2008	DOCK	D	ASSIGNED TO EXAMINER	003
10/03/2008	MDSC	O	NOTICE OF DESIGN SEARCH CODE MAILED	002
10/02/2008	NWAP	I	NEW APPLICATION ENTERED IN TRAM	001

CURRENT CORRESPONDENCE INFORMATION

ATTORNEY	Heather E. Balmat
CORRESPONDENCE ADDRESS	HEATHER E. BALMAT CHOATE, HALL & STEWART LLP TWO INTERNATIONAL PLACE ATTN: TRADEMARK ADMINISTRATOR BOSTON, MA 02110
DOMESTIC REPRESENTATIVE	NONE



Trademark Snap Shot Amendment & Mail Processing Stylesheet
 (Table presents the data on Amendment & Mail Processing Complete)

OVERVIEW

SERIAL NUMBER	77581514	FILING DATE	09/29/2008
REG NUMBER	0000000	REG DATE	N/A
REGISTER	PRINCIPAL	MARK TYPE	TRADEMARK
INTL REG #	N/A	INTL REG DATE	N/A
TM ATTORNEY	BUONGIORNO, CHRISTOPHE	L.O. ASSIGNED	102

PUB INFORMATION

RUN DATE	03/20/2009		
PUB DATE	N/A		
STATUS	661-RESPONSE AFTER NON-FINAL-ACTION-ENTERED		
STATUS DATE	03/13/2009		
LITERAL MARK ELEMENT	1975 TAMPA BAY ROWDIES		
DATE ABANDONED	N/A	DATE CANCELLED	N/A
SECTION 2F	NO	SECTION 2F IN PART	NO
SECTION 8	NO	SECTION 8 IN PART	NO
SECTION 15	NO	RE PUB 12C	N/A
RENEWAL FILED	NO	RENEWAL DATE	N/A
DATE AMEND REG	N/A		

FILING BASIS

FILED BASIS		CURRENT BASIS		AMENDED BASIS	
1 (a)	NO	1 (a)	NO	1 (a)	NO
1 (b)	YES	1 (b)	YES	1 (b)	NO
44D	NO	44D	NO	44D	NO
44E	NO	44E	NO	44E	NO
66A	NO	66A	NO		
NO BASIS	NO	NO BASIS	NO		

MARK DATA

STANDARD CHARACTER MARK	NO
-------------------------	----

LITERAL MARK ELEMENT	1975 TAMPA BAY ROWDIES
MARK DRAWING CODE	3-AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/LETTER(S)/NUMBER(S)
COLOR DRAWING FLAG	NO

CURRENT OWNER INFORMATION

PARTY TYPE	10-ORIGINAL APPLICANT
NAME	Citrus Sports Group, LLC
ADDRESS	30 Addison Road Waltham, MA 02452
ENTITY	16-LTD LIAB CO
CITIZENSHIP	Delaware

GOODS AND SERVICES

INTERNATIONAL CLASS	025
DESCRIPTION TEXT	clothing, namely, t-shirts, sweatshirts, jerseys, hats and caps
INTERNATIONAL CLASS	035
DESCRIPTION TEXT	retail gift shop services featuring sports memorabilia, souvenirs, novelty items and clothing items
INTERNATIONAL CLASS	038
DESCRIPTION TEXT	internet, radio and television broadcasting services in the field of sports; providing an on-line forum for discussion of sports topics; on-line services, namely, provision of a web site offering information about sports and sports teams, on-line user discussion forums, on-line quizzes in the field of sports, and sports video clips
INTERNATIONAL CLASS	041
DESCRIPTION TEXT	entertainment in the nature of organization of soccer games, competitions and tournaments; entertainment in the nature of a youth soccer program offering organization of youth soccer teams, soccer instruction, and soccer tournaments; running of a museum featuring sports information, items and memorabilia

GOODS AND SERVICES CLASSIFICATION

INTERNATIONAL CLASS	025	FIRST USE DATE	NONE	FIRST USE IN COMMERCE DATE	NONE	CLASS STATUS	6-ACTIVE
INTERNATIONAL CLASS	035	FIRST USE DATE	NONE	FIRST USE IN COMMERCE DATE	NONE	CLASS STATUS	6-ACTIVE

INTERNATIONAL CLASS	038	FIRST USE DATE	NONE	FIRST USE IN COMMERCE DATE	NONE	CLASS STATUS	6-ACTIVE
INTERNATIONAL CLASS	041	FIRST USE DATE	NONE	FIRST USE IN COMMERCE DATE	NONE	CLASS STATUS	6-ACTIVE

MISCELLANEOUS INFORMATION/STATEMENTS

CHANGE IN REGISTRATION	NO
COLORS CLAIMED STATEMENT	Color is not claimed as a feature of the mark.
DISCLAIMER W/PREDETER TXT	"1975" AND "TAMPA BAY"
DESCRIPTION OF MARK	The mark consists of a shield with a volleyball appearing between "19" and "75" of the year "1975"; the wording "TAMPA BAY ROWDIES" appears underneath and the bottom half of the shield contains alternating shaded horizontal stripes; a five-point star appears above the shield.

PROSECUTION HISTORY

DATE	ENT CD	ENT TYPE	DESCRIPTION	ENT NUM
03/19/2009	DMCC	I	DATA MODIFICATION COMPLETED	011
03/13/2009	TEME	I	TEAS/EMAIL CORRESPONDENCE ENTERED	010
03/13/2009	CRFA	I	CORRESPONDENCE RECEIVED IN LAW OFFICE	009
03/13/2009	ALIE	A	ASSIGNED TO LIE	008
03/12/2009	TROA	I	TEAS RESPONSE TO OFFICE ACTION RECEIVED	007
12/29/2008	GNRN	O	NOTIFICATION OF NON-FINAL ACTION E-MAILED	006
12/29/2008	GNRT	F	NON-FINAL ACTION E-MAILED	005
12/29/2008	CNRT	R	NON-FINAL ACTION WRITTEN	004
12/27/2008	DOCK	D	ASSIGNED TO EXAMINER	003
10/03/2008	MDSC	O	NOTICE OF DESIGN SEARCH CODE MAILED	002
10/02/2008	NWAP	I	NEW APPLICATION ENTERED IN TRAM	001

CURRENT CORRESPONDENCE INFORMATION

ATTORNEY	Heather E. Balmat
CORRESPONDENCE ADDRESS	HEATHER E. BALMAT CHOATE, HALL & STEWART LLP TWO INTERNATIONAL PLACE ATTN: TRADEMARK ADMINISTRATOR BOSTON, MA 02110

DOMESTIC REPRESENTATIVE

NONE



To: Citrus Sports Group, LLC (tmadmin@choate.com)
Subject: TRADEMARK APPLICATION NO. 77581514 - 1975 TAMPA BAY ROWDI - 2008303.0005
Sent: 3/20/2009 1:34:51 PM
Sent As: ECOM102@USPTO.GOV
Attachments:

UNITED STATES PATENT AND TRADEMARK OFFICE

SERIAL NO: 77/581514

MARK: 1975 TAMPA BAY ROWDI

77581514

CORRESPONDENT ADDRESS:

HEATHER E. BALMAT
CHOATE, HALL & STEWART
LLP
TWO INTERNATIONAL PLACE
ATTN: TRADEMARK
ADMINISTRATOR
BOSTON, MA 02110

GENERAL TRADEMARK INFORMATION:
<http://www.uspto.gov/main/trademarks.htm>

APPLICANT: Citrus Sports Group, LLC

**CORRESPONDENT'S
REFERENCE/DOCKET NO:** 2008303.0005

CORRESPONDENT E-MAIL ADDRESS:
tmadmin@choate.com

EXAMINER'S AMENDMENT

ISSUE/MAILING DATE: 3/20/2009

AMENDMENT: In accordance with the authorization granted by Heather Balmat on March 20, 2009, the application has been AMENDED as indicated below. Please advise the undersigned examining attorney immediately if there is an objection to the amendment. Otherwise, no response is necessary. TMEP §707. The application will be forwarded to publication.

If the identification of goods and/or services has been amended, please note that any future amendments

must be in accordance with 37 C.F.R. §2.71(a) and TMEP §1402.07(e).

The identification of goods and services is amended to read as follows:

clothing, namely, t-shirts, sweatshirts, jerseys, hats and caps -- class 25;

retail gift shop services featuring sports memorabilia, souvenirs, novelty items and clothing items -- class 35;

Internet, radio and television broadcasting services in the field of sports; providing an on-line forum for the transmission of messages among computer users regarding sports topics -- class 38;

entertainment in the nature of organization of soccer games, competitions and tournaments; arranging and conducting youth soccer programs and tournaments; soccer instruction; running of a museum featuring sports information and the display of sports items and memorabilia; on-line services, namely, provision of a web site offering information about sports and sports teams and providing sports video clips and on-line quizzes in the field of sports -- class 41. TMEP §1402.01(e).

Christopher L. Buongiorno
/Christopher L. Buongiorno/
Law Office 102
(571) 272-9251

STATUS CHECK: Check the status of the application at least once every six months from the initial filing date using the USPTO Trademark Applications and Registrations Retrieval (TARR) online system at <http://tarr.uspto.gov>. When conducting an online status check, print and maintain a copy of the complete TARR screen. If the status of your application has not changed for more than six months, please contact the assigned examining attorney.

To: Citrus Sports Group, LLC (tmadmin@choate.com)
Subject: TRADEMARK APPLICATION NO. 77581514 - 1975 TAMPA BAY
ROWDI - 2008303.0005
Sent: 3/20/2009 1:34:53 PM
Sent As: ECOM102@USPTO.GOV
Attachments:

IMPORTANT NOTICE
USPTO OFFICE ACTION HAS ISSUED ON 3/20/2009 FOR
APPLICATION SERIAL NO. 77581514

Please follow the instructions below to continue the prosecution of your application:

VIEW OFFICE ACTION: Click on this link
http://tmportal.uspto.gov/external/portal/tow?DDA=Y&serial_number=77581514&doc_type=EXA&
(or copy and paste this URL into the address field of your browser), or visit
<http://tmportal.uspto.gov/external/portal/tow> and enter the application serial number to access
the Office action.

PLEASE NOTE: The Office action may not be immediately available but will be viewable within 24 hours of this notification.

RESPONSE MAY BE REQUIRED: You should carefully review the Office action to determine (1) if a response is required; (2) how to respond; and (3) the applicable response time period. Your response deadline will be calculated from 3/20/2009.

Do NOT hit "Reply" to this e-mail notification, or otherwise attempt to e-mail your response, as the USPTO does NOT accept e-mailed responses. Instead, the USPTO recommends that you respond online using the Trademark Electronic Application System response form at <http://www.uspto.gov/teas/eTEASpageD.htm>.

HELP: For *technical* assistance in accessing the Office action, please e-mail TDR@uspto.gov. Please contact the assigned examining attorney with questions about the Office action.

WARNING

1. The USPTO will NOT send a separate e-mail with the Office action attached.
2. Failure to file any required response by the applicable deadline will result in

the ABANDONMENT of your application.

NOTE TO THE FILE

SERIAL NUMBER: 77581514
DATE: 03/20/2009
NAME: cbuongiorno

NOTE

From: Buongiorno, Christopher
Sent: Friday, March 20, 2009 12:21 PM
To: 'Balmat, Heather E.'
Subject: RE: 77581513 and 77581514
Heather,

Thanks for your response. I will complete examiner's amendments for both files today and approve the marks for publication.

Chris Buongiorno

From: Balmat, Heather E. [mailto:hbalmat@choate.com]
Sent: Friday, March 20, 2009 11:05 AM
To: Buongiorno, Christopher
Subject: RE: 77581513 and 77581514
Hi Chris,

Those changes look fine to me.

Thanks,
Heather

Heather E. Balmat
Choate, Hall & Stewart LLP

Two International Place

Boston, MA 02110
Tel.: (617) 248-4877
Fax: (617) 248-4000
hbalmat@choate.com

From: Buongiorno, Christopher [mailto:Christopher.Buongiorno@USPTO.GOV]
Sent: Thursday, March 19, 2009 10:00 PM
To: Balmat, Heather E.
Subject: 77581513 and 77581514
Hello Heather:

Thank you for your return call and your permission to e-mail you. Below are the suggested formats that would be acceptable. The Office is very strict in the way the identifications are set forth due to the classification system. Some of the language in the amended identification submitted would be deemed indefinite for proper classification. The formats below clearly place the services in their respective classes.

I will await your response.

Chris Buongiorno
(571) 272-9251

clothing, namely, t-shirts, sweatshirts, jerseys, hats and caps -- class 25;

retail gift shop services featuring sports memorabilia, souvenirs, novelty items and clothing items -- class 35;

Internet, radio and television broadcasting services in the field of sports; providing an on-line forum for the transmission of messages among computer users regarding sports topics -- class 38;

entertainment in the nature of organization of soccer games, competitions and tournaments; arranging and conducting youth soccer programs and tournaments; soccer instruction; running of a museum featuring sports information and the display of sports items and memorabilia; on-line services, namely, provision of a web site offering information about sports and sports teams and providing sports video clips and on-line quizzes in the field of sports -- class 41.

Trademark Snap Shot Amendment & Mail Processing Stylesheet
 (Table presents the data on Amendment & Mail Processing Complete)

OVERVIEW

SERIAL NUMBER	77581514	FILING DATE	09/29/2008
REG NUMBER	0000000	REG DATE	N/A
REGISTER	PRINCIPAL	MARK TYPE	TRADEMARK
INTL REG #	N/A	INTL REG DATE	N/A
TM ATTORNEY	BUONGIORNO, CHRISTOPHE	L.O. ASSIGNED	102

PUB INFORMATION

RUN DATE	03/16/2009		
PUB DATE	N/A		
STATUS	661-RESPONSE AFTER NON-FINAL-ACTION-ENTERED		
STATUS DATE	03/13/2009		
LITERAL MARK ELEMENT	1975 TAMPA BAY ROWDIES		
DATE ABANDONED	N/A	DATE CANCELLED	N/A
SECTION 2F	NO	SECTION 2F IN PART	NO
SECTION 8	NO	SECTION 8 IN PART	NO
SECTION 15	NO	REPUB 12C	N/A
RENEWAL FILED	NO	RENEWAL DATE	N/A
DATE AMEND REG	N/A		

FILING BASIS

FILED BASIS		CURRENT BASIS		AMENDED BASIS	
1 (a)	NO	1 (a)	NO	1 (a)	NO
1 (b)	YES	1 (b)	YES	1 (b)	NO
44D	NO	44D	NO	44D	NO
44E	NO	44E	NO	44E	NO
66A	NO	66A	NO		
NO BASIS	NO	NO BASIS	NO		

MARK DATA

STANDARD CHARACTER MARK	NO
-------------------------	----

LITERAL MARK ELEMENT	1975 TAMPA BAY ROWDIES
MARK DRAWING CODE	3-AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/LETTER(S)/NUMBER(S)
COLOR DRAWING FLAG	NO

CURRENT OWNER INFORMATION

PARTY TYPE	10-ORIGINAL APPLICANT
NAME	Citrus Sports Group, LLC
ADDRESS	30 Addison Road Waltham, MA 02452
ENTITY	16-LTD LIAB CO
CITIZENSHIP	Delaware

GOODS AND SERVICES

INTERNATIONAL CLASS	025
DESCRIPTION TEXT	clothing, namely, t-shirts, sweatshirts, jerseys, hats and caps
INTERNATIONAL CLASS	035
DESCRIPTION TEXT	retail gift shop services featuring sports memorabilia, souvenirs, novelty items and clothing items
INTERNATIONAL CLASS	038
DESCRIPTION TEXT	internet, radio and television broadcasting services in the field of sports; providing an on-line forum for discussion of sports topics; on-line services, namely, provision of a web site offering information about sports and sports teams, on-line user discussion forums, on-line quizzes in the field of sports, and sports video clips
INTERNATIONAL CLASS	041
DESCRIPTION TEXT	entertainment in the nature of organization of soccer games, competitions and tournaments; entertainment in the nature of a youth soccer program offering organization of youth soccer teams, soccer instruction, and soccer tournaments; running of a museum featuring sports information, items and memorabilia

GOODS AND SERVICES CLASSIFICATION

INTERNATIONAL CLASS	025	FIRST USE DATE	NONE	FIRST USE IN COMMERCE DATE	NONE	CLASS STATUS	6-ACTIVE
INTERNATIONAL CLASS	035	FIRST USE DATE	NONE	FIRST USE IN COMMERCE DATE	NONE	CLASS STATUS	6-ACTIVE

INTERNATIONAL CLASS	038	FIRST USE DATE	NONE	FIRST USE IN COMMERCE DATE	NONE	CLASS STATUS	6-ACTIVE
INTERNATIONAL CLASS	041	FIRST USE DATE	NONE	FIRST USE IN COMMERCE DATE	NONE	CLASS STATUS	6-ACTIVE

MISCELLANEOUS INFORMATION/STATEMENTS

CHANGE IN REGISTRATION	NO
COLORS CLAIMED STATEMENT	Color is not claimed as a feature of the mark.
DISCLAIMER W/PREDETER TXT	"1975" AND "TAMPA BAY"
DESCRIPTION OF MARK	The mark consists of a shield with a volleyball appearing between "19" and "75" of the year "1975"; the wording "TAMPA BAY ROWDIES" appears underneath and the bottom half of the shield contains alternating shaded horizontal stripes; a five-point star appears above the shield.

PROSECUTION HISTORY

DATE	ENT CD	ENT TYPE	DESCRIPTION	ENT NUM
03/13/2009	TEME	I	TEAS/EMAIL CORRESPONDENCE ENTERED	010
03/13/2009	CRFA	I	CORRESPONDENCE RECEIVED IN LAW OFFICE	009
03/13/2009	ALIE	A	ASSIGNED TO LIE	008
03/12/2009	TROA	I	TEAS RESPONSE TO OFFICE ACTION RECEIVED	007
12/29/2008	GNRN	O	NOTIFICATION OF NON-FINAL ACTION E-MAILED	006
12/29/2008	GNRT	F	NON-FINAL ACTION E-MAILED	005
12/29/2008	CNRT	R	NON-FINAL ACTION WRITTEN	004
12/27/2008	DOCK	D	ASSIGNED TO EXAMINER	003
10/03/2008	MDSC	O	NOTICE OF DESIGN SEARCH CODE MAILED	002
10/02/2008	NWAP	I	NEW APPLICATION ENTERED IN TRAM	001

CURRENT CORRESPONDENCE INFORMATION

ATTORNEY	Heather E. Balmat
CORRESPONDENCE ADDRESS	HEATHER E. BALMAT CHOATE, HALL & STEWART LLP TWO INTERNATIONAL PLACE ATTN: TRADEMARK ADMINISTRATOR BOSTON, MA 02110
DOMESTIC REPRESENTATIVE	NONE

32



Response to Office Action

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	77581514
LAW OFFICE ASSIGNED	LAW OFFICE 102
MARK SECTION (no change)	
GOODS AND/OR SERVICES SECTION (025)(current)	
INTERNATIONAL CLASS	025
DESCRIPTION	
clothing, namely t-shirts, sweatshirts, jerseys, hats and caps	
FILING BASIS	Section 1(b)
GOODS AND/OR SERVICES SECTION (025)(proposed)	
INTERNATIONAL CLASS	025
TRACKED TEXT DESCRIPTION	
clothing, namely t-shirts, sweatshirts, jerseys, hats and caps; clothing, namely, t-shirts, sweatshirts, jerseys, hats and caps	
FINAL DESCRIPTION	
clothing, namely, t-shirts, sweatshirts, jerseys, hats and caps	
FILING BASIS	Section 1(b)
GOODS AND/OR SERVICES SECTION (041)(current)	
INTERNATIONAL CLASS	041
DESCRIPTION	
entertainment services in the nature of sporting events, namely games, competitions and tournaments; entertainment in the nature of a youth sports academy offering youth sports teams, sports clinics, sports instructions sports camps and sports tournaments; internet, radio and television broadcasting services in the field of sports; online services, namely provision of a web site offering information about sports and sports teams, user discussion forums, quizzes and sports video clips; retail gift shop services featuring sports memorabilia, souvenirs, novelty items, and clothing items; museum, memorial, and exhibition services featuring sports information and displaying sports items and memorabilia	

FILING BASIS	Section 1(b)
GOODS AND/OR SERVICES SECTION (041)(proposed)	
INTERNATIONAL CLASS	041
TRACKED TEXT DESCRIPTION	
<p>entertainment services in the nature of sporting events, namely games, competitions and tournaments; entertainment in the nature of organization of soccer games, competitions and tournaments; entertainment in the nature of a youth sports academy offering youth sports teams, sports clinics, sports instructions sports camps and sports tournaments; entertainment in the nature of a youth soccer program offering organization of youth soccer teams, soccer instruction, and soccer tournaments; internet, radio and television broadcasting services in the field of sports; running of a museum featuring sports information, items and memorabilia; online services, namely provision of a web site offering information about sports and sports teams, user discussion forums, quizzes and sports video clips; retail gift shop services featuring sports memorabilia, souvenirs, novelty items, and clothing items; museum, memorial, and exhibition services featuring sports information and displaying sports items and memorabilia</p>	
FINAL DESCRIPTION	
<p>entertainment in the nature of organization of soccer games, competitions and tournaments; entertainment in the nature of a youth soccer program offering organization of youth soccer teams, soccer instruction, and soccer tournaments; running of a museum featuring sports information, items and memorabilia</p>	
FILING BASIS	Section 1(b)
GOODS AND/OR SERVICES SECTION (035)(class added)	
INTERNATIONAL CLASS	035
DESCRIPTION	
<p>retail gift shop services featuring sports memorabilia, souvenirs, novelty items and clothing items</p>	
FILING BASIS	Section 1(b)
GOODS AND/OR SERVICES SECTION (038)(class added)	
INTERNATIONAL CLASS	038
DESCRIPTION	
<p>internet, radio and television broadcasting services in the field of sports; providing an on-line forum for discussion of sports topics; on-line services, namely, provision of a web site offering information about sports and sports teams, on-line user discussion forums, on-line quizzes in the field of sports, and and sports video clips</p>	
FILING BASIS	Section 1(b)
ADDITIONAL STATEMENTS SECTION	

DISCLAIMER	No claim is made to the exclusive right to use 1975 and TAMPA BAY apart from the mark as shown.
DESCRIPTION OF THE MARK (and Color Location, if applicable)	The mark consists of a shield with a volleyball appearing between 19 and 75 of the year 1975; the wording TAMPA BAY ROWDIES appears underneath and the bottom half of the shield contains alternating shaded horizontal stripes; a five-point star appears above the shield.
SIGNIFICANCE OF MARK	TAMPA BAY appearing in the mark means or signifies that Applicant's soccer team is located in Tampa Bay, Florida in the relevant trade or industry or as applied to the goods/services listed in the application.
PAYMENT SECTION	
NUMBER OF CLASSES	2
FEE PER CLASS	325
TOTAL FEES DUE	650
SIGNATURE SECTION	
DECLARATION SIGNATURE	The filing Attorney has elected not to submit the signed declaration, believing no supporting declaration is required under the <i>Trademark Rules of Practice</i> .
RESPONSE SIGNATURE	/Heather E. Balmat/
SIGNATORY'S NAME	Heather E. Balmat
SIGNATORY'S POSITION	Attorney of record, Massachusetts bar member
DATE SIGNED	03/12/2009
AUTHORIZED SIGNATORY	YES
FILING INFORMATION SECTION	
SUBMIT DATE	Thu Mar 12 11:41:15 EDT 2009
TEAS STAMP	USPTO/ROA-38.97.97.99-200 90312114115174708-7758151 4-430405b7b316aa3def95c7c b2594595d9cd-CC-8397-2009 0312113009313889

Response to Office Action To the Commissioner for Trademarks:

Application serial no. 77581514 has been amended as follows:

CLASSIFICATION AND LISTING OF GOODS/SERVICES

Applicant proposes to amend the following class of goods/services in the application:

Current: Class 025 for clothing, namely t-shirts, sweatshirts, jerseys, hats and caps

Original Filing Basis:

Filing Basis: Section 1(b), Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services as of the filing date of the application. (15 U.S.C. Section 1051(b)).

Proposed:

Tracked Text Description: ~~clothing, namely t-shirts, sweatshirts, jerseys, hats and caps; clothing, namely, t-shirts, sweatshirts, jerseys, hats and caps~~ Class 025 for clothing, namely, t-shirts, sweatshirts, jerseys, hats and caps

Filing Basis: Section 1(b), Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services as of the filing date of the application. (15 U.S.C. Section 1051(b)).

Applicant proposes to amend the following class of goods/services in the application:

Current: Class 041 for entertainment services in the nature of sporting events, namely games, competitions and tournaments; entertainment in the nature of a youth sports academy offering youth sports teams, sports clinics, sports instructions sports camps and sports tournaments; internet, radio and television broadcasting services in the field of sports; online services, namely provision of a web site offering information about sports and sports teams, user discussion forums, quizzes and sports video clips; retail gift shop services featuring sports memorabilia, souvenirs, novelty items, and clothing items; museum, memorial, and exhibition services featuring sports information and displaying sports items and memorabilia

Original Filing Basis:

Filing Basis: Section 1(b), Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services as of the filing date of the application. (15 U.S.C. Section 1051(b)).

Proposed:

Tracked Text Description: ~~entertainment services in the nature of sporting events, namely games, competitions and tournaments; entertainment in the nature of a youth sports academy offering youth sports teams, sports clinics, sports instructions sports camps and sports tournaments; internet, radio and television broadcasting services in the field of sports; running of a museum featuring sports information, items and memorabilia; online services, namely provision of a web site offering information about sports and sports teams, user discussion forums, quizzes and sports video clips; retail gift shop services featuring sports memorabilia, souvenirs, novelty items, and clothing items; museum, memorial, and exhibition services featuring sports information and displaying sports items and~~

memorabilia Class 041 for entertainment in the nature of organization of soccer games, competitions and tournaments; entertainment in the nature of a youth soccer program offering organization of youth soccer teams, soccer instruction, and soccer tournaments; running of a museum featuring sports information, items and memorabilia

Filing Basis: Section 1(b), Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services as of the filing date of the application. (15 U.S.C. Section 1051(b)).

Applicant hereby adds the following class of goods/services to the application:

New: Class 035 for retail gift shop services featuring sports memorabilia, souvenirs, novelty items and clothing items

Filing Basis: Section 1(b), Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services as of the filing date of the application. (15 U.S.C. Section 1051(b)).

Applicant hereby adds the following class of goods/services to the application:

New: Class 038 for internet, radio and television broadcasting services in the field of sports; providing an on-line forum for discussion of sports topics; on-line services, namely, provision of a web site offering information about sports and sports teams, on-line user discussion forums, on-line quizzes in the field of sports, and and sports video clips

Filing Basis: Section 1(b), Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services as of the filing date of the application. (15 U.S.C. Section 1051(b)).

ADDITIONAL STATEMENTS

Disclaimer

No claim is made to the exclusive right to use 1975 and TAMPA BAY apart from the mark as shown.

Description of mark

The mark consists of a shield with a volleyball appearing between 19 and 75 of the year 1975; the wording TAMPA BAY ROWDIES appears underneath and the bottom half of the shield contains alternating shaded horizontal stripes; a five-point star appears above the shield.

Significance of wording, letter(s), or numeral(s)

TAMPA BAY appearing in the mark means or signifies that Applicant's soccer team is located in Tampa Bay, Florida in the relevant trade or industry or as applied to the goods/services listed in the application.

FEE(S)

Fee(s) in the amount of \$650 is being submitted.

SIGNATURE(S)

Declaration Signature

I hereby elect to bypass the submission of a signed declaration, because I believe a declaration is not required by the rules of practice. I understand that the examining attorney could still, upon later review, require a signed declaration.

Response Signature

Signature: /Heather E. Balmat/ Date: 03/12/2009

Signatory's Name: Heather E. Balmat

Signatory's Position: Attorney of record, Massachusetts bar member

The signatory has confirmed that he/she is an attorney who is a member in good standing of the bar of the highest court of a U.S. state, which includes the District of Columbia, Puerto Rico, and other federal territories and possessions; and he/she is currently the applicant's attorney or an associate thereof; and to the best of his/her knowledge, if prior to his/her appointment another U.S. attorney or a Canadian attorney/agent not currently associated with his/her company/firm previously represented the applicant in this matter: (1) the applicant has filed or is concurrently filing a signed revocation of or substitute power of attorney with the USPTO; (2) the USPTO has granted the request of the prior representative to withdraw; (3) the applicant has filed a power of attorney appointing him/her in this matter; or (4) the applicant's appointed U.S. attorney or Canadian attorney/agent has filed a power of attorney appointing him/her as an associate attorney in this matter.

RAM Sale Number: 8397

RAM Accounting Date: 03/12/2009

Serial Number: 77581514

Internet Transmission Date: Thu Mar 12 11:41:15 EDT 2009

TEAS Stamp: USPTO/ROA-38.97.97.99-200903121141151747

08-77581514-430405b7b316aa3def95c7cb2594

595d9cd-CC-8397-20090312113009313889

RAM SALE NUMBER: 8397
RAM ACCOUNTING DATE: 20090312

INTERNET TRANSMISSION DATE:
2009/03/12

SERIAL NUMBER:
77/581514

Description	Fee Code	Transaction Date	Fee	Number Of Classes	Total Fees Paid
New App	7001	2009/03/12	325	2	650

To: Citrus Sports Group, LLC (tmadmin@choate.com)
Subject: TRADEMARK APPLICATION NO. 77581514 - 1975 TAMPA BAY ROWDI - 2008303.0005
Sent: 12/29/2008 9:12:20 PM
Sent As: ECOM102@USPTO.GOV
Attachments:

UNITED STATES PATENT AND TRADEMARK OFFICE

SERIAL NO: 77/581514
MARK: 1975 TAMPA BAY ROWDI

77581514

CORRESPONDENT ADDRESS:
HEATHER E. BALMAT
CHOATE, HALL & STEWART LLP
TWO INTERNATIONAL PLACE
ATTN: TRADEMARK ADMINISTRATOR

BOSTON, MA 02110

RESPOND TO THIS ACTION:
<http://www.uspto.gov/teas/eTEASpageD.htm>

GENERAL TRADEMARK INFORMATION:
<http://www.uspto.gov/main/trademarks.htm>

APPLICANT: Citrus Sports Group, LLC

**CORRESPONDENT'S
REFERENCE/DOCKET NO:** 2008303.0005
CORRESPONDENT E-MAIL ADDRESS: tmadmin@choate.com

OFFICE ACTION

TO AVOID ABANDONMENT, THE OFFICE MUST RECEIVE A PROPER RESPONSE TO THIS OFFICE ACTION WITHIN 6 MONTHS OF THE ISSUE/MAILING DATE.

ISSUE/MAILING DATE: 12/29/2008

The Office records have been searched and there are no similar registered or pending marks that would bar registration under Trademark Act Section 2(d), 15 U.S.C. §1052(d). TMEP §704.02. Applicant must respond timely and completely to the issues below. 15 U.S.C. §1062(b); 37 C.F.R. §§2.62, 2.65(a); TMEP §§711, 718.03.

Description of Mark – Incomplete

Applicant must submit a concise description of the mark that describes every element. 37 C.F.R. §2.37; see TMEP §§808 *et seq.* The following should be adopted for approval for publication of the mark:

The mark consists of a shield with a volleyball appearing between 19 and 75 of the year 1975; the wording TAMPA BAY ROWDIES appears underneath and the bottom half of the shield contains alternating shaded horizontal stripes; a five-point star appears above the shield.

Identification of Services

The identification of services should set forth common names, using terminology that is generally understood. Technical or esoteric language and lengthy descriptions of characteristics or uses are not appropriate. TMEP §1402.01. Applicant has identified more than two classes but paid for only two.

The examining attorney may require an amendment of the identification language to accurately describe the services. *In re Water Gremlin Co.*, 635 F.2d 841, 208 USPQ 89 (C.C.P.A. 1980), *aff'g* 204 USPQ 261 (TTAB 1979). For assistance with identifying and classifying services in trademark applications, please see the online searchable *Manual of Acceptable Identifications of Goods and Services* at <http://tess2.uspto.gov/netahtml/tidm.html>. See TMEP §1402.04.

Specific wording in the identification of services noted below is indefinite and must be clarified as indicated. See TMEP §1402.01. Applicant must amend the identification to specify the common commercial name of the services. Applicant must amend certain wording as indicated below. See TMEP §1402.01.

“clothing, namely[,] t-shirts, sweatshirts, jerseys, hats and caps” in International Class 25;

“retail gift shop services featuring sports memorabilia, souvenirs, novelty items, and clothing items” in International Class 35;

“internet, radio and television broadcasting services in the field of sports; Providing an on-line forum for discussion of sports topics” in International Class 38;

“entertainment services in the nature of sporting events, namely games, competitions and tournaments [wording “entertainment services in the nature of sporting events, namely games, competitions and tournaments” is not in proper format—check online ID Manual referenced above for correct formats];

entertainment in the nature of a youth sports academy ["sports academy" is vague and ambiguous] offering youth sports teams ["offering youth sports teams" does not identify a service], sports clinics [type of sport must be identified—see ID Manual and enter "instruction" in search engine], sports instructions ["sports instructions" is too broad] sports camps [acceptable] and sports [specify type of sports] tournaments [wording "entertainment in the nature of a youth sports academy offering youth sports teams, sports clinics, sports instructions sports camps and sports tournaments" does not identify services in proper format]; internet, radio and television broadcasting services in the field of sports [class 38 services]; online services, namely[,] provision of a web site offering information about sports and sports teams, user discussion forums ["user discussion forums" class 38 services], quizzes ["quizzes" is indefinite] and sports video clips; retail gift shop services featuring sports memorabilia, souvenirs, novelty items, and clothing items ["retail gift shop services featuring sports memorabilia, souvenirs, novelty items, and clothing items" [class 35 services]; museum, memorial ["memorial" not a service] and exhibition services ["exhibition services" is vague—use online ID Manual to identify services] featuring sports information and displaying sports items and memorabilia ["displaying sports items and memorabilia" is not a service]" in International Class 41.

Identifications of services can be amended only to clarify or limit the services; adding to or broadening the scope of the services is not permitted. 37 C.F.R. §2.71(a); *see* TMEP §§1402.06 *et seq.*, 1402.07. Therefore, applicant may not amend the identification to include services that are not within the scope of the services set forth in the present identification.

If applicant adds any classes to the application, then applicant must comply with each of the following for those goods and/or services based on an intent to use the mark in commerce under Trademark Act Section 1(b):

- (1) Applicant must list the goods and/or services by international class; and
- (2) Applicant must submit a filing fee for each international class of goods and/or services not covered by the fee already paid (current fee information should be confirmed at <http://www.uspto.gov>).

See 37 C.F.R. §§2.34(a)(2)-(3), 2.86(a); TMEP §§1403.01, 1403.02(c).

Disclaimer

Applicant must disclaim the geographically descriptive wording "TAMPA BAY" apart from the mark as shown because it is primarily geographically descriptive of services. *See* 15 U.S.C. §1056(a); TMEP §§1210.06(a), 1213.03(a). Furthermore, applicant must insert a disclaimer of "1975" in the application because the indication of a year has no trademark or service mark significance and must remain available to the public.

The Office can require an applicant to disclaim an unregistrable part of a mark consisting of particular wording, symbols, numbers, design elements or combinations thereof. 15 U.S.C. §1056(a). Under Trademark Act Section 2(e), the Office can refuse registration of an entire mark if the entire mark is merely descriptive, deceptively misdescriptive, or primarily geographically descriptive of the goods or services. 15 U.S.C. §1052(e). Thus, the Office may require an applicant to disclaim a portion of a

mark that, when used in connection with the goods or services, is merely descriptive, deceptively misdescriptive, primarily geographically descriptive, or otherwise unregistrable (e.g., generic). See TMEP §§1213, 1213.03. Failure to comply with a disclaimer requirement can result in a refusal to register the entire mark. TMEP §1213.01(b).

A “disclaimer” is a statement that applicant does not claim exclusive rights to an unregistrable component of a mark. TMEP §1213. A disclaimer does not affect the appearance of the applied-for mark. See TMEP §1213.10. The following is the accepted standard format for a disclaimer:

No claim is made to the exclusive right to use “1975” and “TAMPA BAY” apart from the mark as shown.

TMEP §1213.08(a)(i).

Information Requirement

Applicant must specify whether the wording “TAMPA BAY” has any significance as applied to the goods/services described in the application. See 37 C.F.R. §2.61(b); TMEP §§808.01(c), 814.

Christopher L. Buongiorno
/Christopher L. Buongiorno/
Law Office 102
(571) 272-9251

RESPOND TO THIS ACTION: Applicant should file a response to this Office action online using the form at <http://www.uspto.gov/teas/eTEASpageD.htm>, waiting 48-72 hours if applicant received notification of the Office action via e-mail. For *technical* assistance with the form, please e-mail TEAS@uspto.gov. For questions about the Office action itself, please contact the assigned examining attorney. **Do not respond to this Office action by e-mail; the USPTO does not accept e-mailed responses.**

If responding by paper mail, please include the following information: the application serial number, the mark, the filing date and the name, title/position, telephone number and e-mail address of the person signing the response. Please use the following address: Commissioner for Trademarks, P.O. Box 1451, Alexandria, VA 22313-1451.

STATUS CHECK: Check the status of the application at least once every six months from the initial filing date using the USPTO Trademark Applications and Registrations Retrieval (TARR) online system at <http://tarr.uspto.gov>. When conducting an online status check, print and maintain a copy of

the complete TARR screen. If the status of your application has not changed for more than six months, please contact the assigned examining attorney.

To: Citrus Sports Group, LLC (tmadmin@choate.com)
Subject: TRADEMARK APPLICATION NO. 77581514 - 1975 TAMPA BAY
ROWDI - 2008303.0005
Sent: 12/29/2008 9:12:22 PM
Sent As: ECOM102@USPTO.GOV
Attachments:

IMPORTANT NOTICE
USPTO OFFICE ACTION HAS ISSUED ON 12/29/2008 FOR
APPLICATION SERIAL NO. 77581514

Please follow the instructions below to continue the prosecution of your application:

VIEW OFFICE ACTION: Click on this link
http://tmportal.uspto.gov/external/portal/tow?DDA=Y&serial_number=77581514&doc_type=OOAd
(or copy and paste this URL into the address field of your browser), or visit
<http://tmportal.uspto.gov/external/portal/tow> and enter the application serial number to access
the Office action.

PLEASE NOTE: The Office action may not be immediately available but will be viewable within 24 hours of this notification.

RESPONSE MAY BE REQUIRED: You should carefully review the Office action to determine (1) if a response is required; (2) how to respond; and (3) the applicable response time period. Your response deadline will be calculated from 12/29/2008.

Do NOT hit "Reply" to this e-mail notification, or otherwise attempt to e-mail your response, as the USPTO does NOT accept e-mailed responses. Instead, the USPTO recommends that you respond online using the Trademark Electronic Application System response form at <http://www.uspto.gov/teas/eTEASpageD.htm>.

HELP: For *technical* assistance in accessing the Office action, please e-mail TDR@uspto.gov. Please contact the assigned examining attorney with questions about the Office action.

WARNING

1. The USPTO will NOT send a separate e-mail with the Office action attached.
2. Failure to file any required response by the applicable deadline will result in

the ABANDONMENT of your application.

47

*** User:cbuonigiorn ***

#	Total Marks	Dead Marks	Live Viewed Docs	Live Viewed Images	Status/ Search Duration	Search
01	1162	N/A	0	0	0:02	*ro{"uw"}d*[bi,ti]
02	170	N/A	0	0	0:01	*ro{"uw"}d{"iye"}*[bi,ti]
03	75	2	73	56	0:01	2 and live
04	0	0	0	0	0:02	*ro{"uw"}dd{"iye"}*[bi,ti]
05	1397	N/A	0	0	0:01	020109[dc]
06	509	2	2	101	0:01	5 and live
07	6256	N/A	0	0	0:01	020119[dc]
08	2160	N/A	0	0	0:02	7 and live
09	911	18	4	893	0:03	8 and "025"[cc]
10	461	N/A	0	0	0:01	020131[dc] and 021106[dc]
11	314	N/A	0	0	0:01	10 and live'
12	314	7	2	307	0:01	10 and live
13	6825	N/A	0	0	0:01	020919[dc]
14	2585	N/A	0	0	0:01	13 and live
15	4	0	1	4	0:01	14 and 021106[dc]
16	475	24	3	451	0:01	14 and 020131[dc]
17	411	N/A	0	0	0:01	090309[DC]
18	2149	N/A	0	0	0:02	090702[DC]
19	118	N/A	0	0	0:01	13 and (17 or 18)
20	40	0	2	40	0:01	19 and live
21	90	N/A	0	0	0:02	210315[dc] and 01015[dc]
22	74	0	3	74	0:01	21 and live
23	1	0	1	1	0:01	77581513[SN]
24	1	0	1	1	0:01	77581514
25	362	N/A	0	0	0:02	*tampa*[bi,ti]
26	6225	N/A	0	0	0:01	*bay*[bi,ti]
27	155	93	62	42	0:01	25 and 26
28	64	2	62	42	0:01	27 and live
29	853	N/A	0	0	0:01	210315[dc]
30	70	N/A	0	0	0:01	*1975*[bi,ti]
31	34016	N/A	0	0	0:01	261705[dc]
32	358	N/A	0	0	0:02	(29 or 30 or 31) and 240102[dc]
33	226	0	3	226	0:02	32 and live
34	211	N/A	0	0	0:01	(29 or 30 or 31) and 240103[dc]
35	173	N/A	0	0	0:01	34 not 33
36	94	0	2	94	0:02	35 and live

Session started 12/29/2008 3:42:57 PM

Session finished 12/29/2008 7:27:31 PM

Total search duration 0 minutes 47 seconds

Session duration 224 minutes 34 seconds

Default NEAR limit=1ADJ limit=1

Sent to TICRS as Serial Number: 77581514

49

From: TMDesignCodeComments
Sent: Friday, October 3, 2008 00:16 AM
To: tmadmin@choate.com
Subject: Notice of Design Search Code for Serial Number: 77581514

ATTORNEY REFERENCE 2008303.0005
NUMBER:

The USPTO may assign design search codes, as appropriate, to new applications and renewed registrations to assist in searching the USPTO database for conflicting marks. They have no legal significance and will not appear on the registration certificate. DESIGN SEARCH CODES are numerical codes assigned to figurative, non-textual elements found in marks. For example, if your mark contains the design of a flower, design search code 05.05 would be assigned to your application. Design search codes are described on Internet Web page <http://www.uspto.gov/tmdb/dscm/index.html>. Response to this notice is not required; however, to suggest additions or changes to the design search code(s) assigned to your mark, please e-mail TMDesignCodeComments@USPTO.GOV. You **must** reference your application serial number within your request. The USPTO will review the proposal and update the record, if appropriate. For questions, please call 1-800-786-9199 to speak to a Customer Service representative. The USPTO will not send any further response to your e-mail. Check TESS in approximately two weeks to see if the requested changes have been entered. Requests deemed unnecessary or inappropriate will not be entered. **Design search codes assigned to the referenced serial number are listed below.**

DESIGN SEARCH CODES:

01.01.03 - Star - a single star with five points
21.03.15 - Soccer balls
21.03.15 - Volleyballs
24.01.02 - Shields or crests with figurative elements contained therein or superimposed the
24.01.03 - Shields or crests with letters, punctuation or inscriptions contained therein or
26.17.01 - Bands, straight
26.17.01 - Bars, straight
26.17.01 - Lines, straight
26.17.01 - Straight line(s), band(s) or bar(s)
26.17.05 - Bands, horizontal
26.17.05 - Bars, horizontal
26.17.05 - Horizontal line(s), band(s) or bar(s)
26.17.05 - Lines, horizontal

Trademark/Service Mark Application, Principal Register

Serial Number: 77581514

Filing Date: 09/29/2008

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	77581514
MARK INFORMATION	
*MARK	\\TICRS\EXPORT3\IMAGEOUT3 \775\815\77581514\xml1\AP P0002.JPG
SPECIAL FORM	YES
USPTO-GENERATED IMAGE	NO
LITERAL ELEMENT	1975 TAMPA BAY ROWDIES
COLOR MARK	NO
*DESCRIPTION OF THE MARK (and Color Location, if applicable)	The mark consists of a shield with 1975 TAMPA BAY ROWDIES written on the top half and stripes on the bottom half. A five-point star appears above the shield.
PIXEL COUNT ACCEPTABLE	YES
PIXEL COUNT	309 x 449
REGISTER	Principal
APPLICANT INFORMATION	
*OWNER OF MARK	Citrus Sports Group, LLC
*STREET	30 Addison Road
*CITY	Waltham
*STATE (Required for U.S. applicants)	Massachusetts
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants only)	02452

LEGAL ENTITY INFORMATION	
TYPE	limited liability company
STATE/COUNTRY WHERE LEGALLY ORGANIZED	Delaware
GOODS AND/OR SERVICES AND BASIS INFORMATION	
*INTERNATIONAL CLASS	025
*IDENTIFICATION	clothing, namely t-shirts, sweatshirts, jerseys, hats and caps
FILING BASIS	SECTION 1(b)
*INTERNATIONAL CLASS	041
*IDENTIFICATION	entertainment services in the nature of sporting events, namely games, competitions and tournaments; entertainment in the nature of a youth sports academy offering youth sports teams, sports clinics, sports instructions sports camps and sports tournaments; internet, radio and television broadcasting services in the field of sports; online services, namely provision of a web site offering information about sports and sports teams, user discussion forums, quizzes and sports video clips; retail gift shop services featuring sports memorabilia, souvenirs, novelty items, and clothing items; museum, memorial, and exhibition services featuring sports information and displaying sports items and memorabilia
FILING BASIS	SECTION 1(b)
ATTORNEY INFORMATION	
NAME	Heather E. Balmat
ATTORNEY DOCKET NUMBER	2008303.0005
FIRM NAME	Choate, Hall & Stewart LLP
STREET	Two International Place
INTERNAL ADDRESS	Attn: Trademark Administrator
CITY	Boston
STATE	Massachusetts

COUNTRY	United States
ZIP/POSTAL CODE	02110
PHONE	617-248-4877
FAX	617-248-4000
EMAIL ADDRESS	tmadmin@choate.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
OTHER APPOINTED ATTORNEY	Kell L. Schoff and all other attorneys of Choate, Hall & Stewart LLP
CORRESPONDENCE INFORMATION	
NAME	Heather E. Balmat
FIRM NAME	Choate, Hall & Stewart LLP
STREET	Two International Place
INTERNAL ADDRESS	Attn: Trademark Administrator
CITY	Boston
STATE	Massachusetts
COUNTRY	United States
ZIP/POSTAL CODE	02110
PHONE	617-248-5000
FAX	617-248-4000
EMAIL ADDRESS	tmadmin@choate.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
FEE INFORMATION	
NUMBER OF CLASSES	2
FEE PER CLASS	325
*TOTAL FEE DUE	650
*TOTAL FEE PAID	650
SIGNATURE INFORMATION	
SIGNATURE	/Hinds Howard/
SIGNATORY'S NAME	Hinds Howard

SIGNATORY'S POSITION	Chairman
DATE SIGNED	09/29/2008

PTO Form 1476 (Rev 9/2006)
 DMB No. 0651-0009 (Exp 12/31/2008)

Trademark/Service Mark Application, Principal Register

Serial Number: 77581514

Filing Date: 09/29/2008

To the Commissioner for Trademarks:

MARK: 1975 TAMPA BAY ROWDIES (stylized and/or with design, see mark)

The literal element of the mark consists of 1975 TAMPA BAY ROWDIES.

The applicant is not claiming color as a feature of the mark. The mark consists of a shield with 1975 TAMPA BAY ROWDIES written on the top half and stripes on the bottom half. A five-point star appears above the shield.

The applicant, Citrus Sports Group, LLC, a limited liability company legally organized under the laws of Delaware, having an address of

30 Addison Road
 Waltham, Massachusetts 02452
 United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended.

International Class 025: clothing, namely t-shirts, sweatshirts, jerseys, hats and caps

Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. (15 U.S.C. Section 1051(b)).

International Class 041: entertainment services in the nature of sporting events, namely games, competitions and tournaments; entertainment in the nature of a youth sports academy offering youth sports teams, sports clinics, sports instructions sports camps and sports tournaments; internet, radio and television broadcasting services in the field of sports; online services, namely provision of a web site offering information about sports and sports teams, user discussion forums, quizzes and sports video clips; retail gift shop services featuring sports memorabilia, souvenirs, novelty items, and clothing items; museum, memorial, and exhibition services featuring sports information and displaying sports items and memorabilia

Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related

company or licensee the mark in commerce on or in connection with the identified goods and/or services.
(15 U.S.C. Section 1051(b)).

The applicant hereby appoints Heather E. Balmat and Kell L. Schoff and all other attorneys of Choate, Hall & Stewart LLP of Choate, Hall & Stewart LLP

Attn: Trademark Administrator
Two International Place
Boston, Massachusetts 02110
United States

to submit this application on behalf of the applicant. The attorney docket/reference number is 2008303.0005.

Correspondence Information: Heather E. Balmat

Attn: Trademark Administrator
Two International Place
Boston, Massachusetts 02110
617-248-5000(phone)
617-248-4000(fax)
tmadmin@choate.com (authorized)

A fee payment in the amount of \$650 has been submitted with the application, representing payment for 2 class(es).

Declaration

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Signature: /Hinds Howard/ Date Signed: 09/29/2008

Signatory's Name: Hinds Howard

Signatory's Position: Chairman

RAM Sale Number: 3833

RAM Accounting Date: 09/30/2008

Serial Number: 77581514

Internet Transmission Date: Mon Sep 29 17:54:34 EDT 2008

TEAS Stamp: USPTO/BAS-38.97.97.99-200809291754345130

08-77581514-400fd6c8168c53b4203e40ef5221

22cd6-CC-3833-20080929174112371567

