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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91165787
Party	Plaintiff YOLO SPORTSWEAR, LLC YOLO SPORTSWEAR, LLC 287 SOUTH MAIN STREET SUITE 12 LAMBERTVILLE, NJ 08530 UNITED STATES
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

IN RE: OPPOSITION NO. 91165787
SERIAL 76/573605
MARK: YOLO - YOU ONLY LIVE ONCE
FILED 1/30/04

Deposition of KAREN FORSTER, taken by and
before Cindy D. Liffman, Court Reporter and Notary
Public, held at THE LAW OFFICES OF FOX ROTHSCHILD, 2700
Kelly Road, Suite 300 Warrington, Pennsylvania, 18976,
on April 6, 2006, commencing at 10:10 a.m.

APPEARANCES:

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I N D E X

<u>WITNESS:</u>	<u>PAGE</u>
KAREN FORSTER	
By Ms. Thorne	3

E X H I B I T S

<u>NUMBER</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
Forster 1	Catalog	14
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" 3	Screen	19
" 4	On-line store	23
" 5	Mark	29
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1

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2

KAREN FORSTER, having been duly

3

sworn, was examined and testified as follows:

4

- - - - -

5

EXAMINATION

6

- - - - -

7

BY MS. THRONE:

8

Q. Good morning.

9

A. Good morning.

10

Q. As you know, my name is Beth Throne, from Fox

11

Rothschild. And I represent YOLO Sportswear, LLC, of

12

which you are an employee.

13

Please, I'd like to note for the record, that

14

counsel for the applicant, Matthew Grossman for YOLO

15

Clothing is not present. That counsel's name is Cory

16

M. Baker, Esquire, from Tucker and Latifl, LLP. He was

17

properly noticed for the deposition and acknowledged

18

receipt of the deposition by phone, and is not present.

19

I'm going to proceed with giving you a series

20

of instructions followed by asking you a series of

21

questions. My first instruction is, if you could

22

answer the questions verbally. That is, not by a nod

23

of the head or gestures or an uh-uh, because that makes

24

it difficult for the court reporter to take down your

25

response. Do you understand?

1 A. Yes.

2 Q. Also, I would ask that if you could wait until
3 I've completed asking the question so that you
4 understand the nature and scope of information for
5 which I am speaking. Does that make sense?

6 A. Yeah.

7 Q. And, finally, if you don't understand a
8 question that I'm asking, if you would let me know, and
9 I'll be happy to rephrase it, so that you could answer
10 the question appropriately.

11 A. Okay.

12 Q. Have you ever been deposed before?

13 A. No.

14 Q. Are you currently taking any medications that
15 would affect your capacity to testify today?

16 A. No.

17 Q. Please state your full name for the record?

18 A. Karen Elizabeth Forster.

19 Q. How old are you?

20 A. Forty-five.

21 Q. Have you ever gone by any other names?

22 A. My maiden name, Karen Elizabeth Fechter.

23 Q. And what is your current home address?

24 A. 1423 Scarlet Oak Road, Yardley, Pennsylvania,
25 19067.

1 Q. And did you attend high school?

2 A. Yes.

3 Q. Where did you attend high school?

4 A. Abington High School, Abington, Pennsylvania.

5 Q. Did you graduate?

6 A. Yes.

7 Q. Following high school, did you attend any
8 further education?

9 A. Temple University.

10 Q. What did you study at Temple?

11 A. Business marketing.

12 Q. Did you graduate?

13 A. Yes.

14 Q. With a degree?

15 A. Yes.

16 Q. What type of degree?

17 A. A Bachelor's.

18 Q. In?

19 A. In business.

20 Q. Following your Bachelor's at Temple, did you
21 attend any further education?

22 A. No.

23 Q. Are you currently employed?

24 A. Yes. I'm self employed.

25 Q. Explain to me for whom, how you're self

1 employed.

2 A. YOLO Sportswear is 50 percent my company.

3 Q. And what do you do at YOLO Sportswear?

4 A. I have the privilege of being vice president
5 and secretary. But most of my job responsibilities are
6 on the accounting side of the business, the production
7 side of the business. I don't handle the sales, for
8 the most part, shipping, that kind of thing.

9 Q. How long have you been self employed at YOLO
10 Sportswear?

11 A. Ten years.

12 Q. Who is the other owner of -- who are the other
13 owners of YOLO Sportswear?

14 A. The other 50 percent owner is Chris Fechter.

15 Q. And is he in the room today?

16 A. Yes, he is.

17 Q. What did you do prior to being self employed
18 with YOLO Sportswear?

19 A. I worked for Lower Makefield Township for
20 about eight years prior to that. So, I guess it was
21 some time -- I think I was hired there in, maybe 1988.
22 I was the park and recreation coordinator for the
23 township.

24 Q. What did you do as park and recreation
25 coordinator for the township?

1 A. I had to oversee all the park, hire the
2 employees to maintain the land, deal with all the
3 township recreation entities, soccer, baseball,
4 football, scheduled them for field usage, that kind of
5 thing.

6 Q. Returning to your current employment, where is
7 YOLO Sportswear situated?

8 A. 287 South Main Street, Suite 12, Lambertville,
9 New Jersey.

10 Q. Was it always situated at that address?

11 A. No. It started out in Roslyn, Pennsylvania,
12 in Chris' house. We converted the garage to an office.
13 We were out of there within a year.

14 And then, I believe we moved to Lambertville,
15 into, I don't remember the address. It was the town of
16 Lambertville.

17 And then one year in our ten year period, we
18 moved to Peddler's Village, and had a retail store for
19 a year. We were there for one year. We got out of
20 that and went back to Lambertville into the Laysack's,
21 (ph.), building at the address we're at now.

22 Q. How did YOLO Sportswear come to be?

23 A. YOLO began, my brother worked for various
24 companies in the same type of industry. I had worked
25 for our township for eight years.

1 Q. Who is your brother?

2 A. Chris Fechter, my brother. He is my partner.
3 Thank you so much.

4 So, just, we were talking one day and said we
5 would love to start a business. I played field hockey
6 in college. I loved it. He loved it. We loved
7 sports.

8 So, we just sat down and came up with the
9 business plan. And the name of the business was a no
10 brainer because Chris, he knew exactly what he wanted
11 the business name to be. He had seen it on a license
12 plate. We started in 1996. He probably saw it on a
13 license plate eight years before that, maybe, and asked
14 the person what did it stand for. He loved the -- just
15 YOLO. You only live once. So, that stuck with him,
16 like the immediate. There wasn't ever a discussion.
17 That was going to be the name of the business. That
18 was going to be it.

19 Then we came up with a business plan, secured
20 our financing and got started.

21 Q. When was that?

22 A. 1996.

23 Q. And when you got started, did you offer
24 certain products?

25 A. Yes.

1 Q. What did you offer?

2 A. Jackets, pants, hats, T-shirts, bags. We
3 embroidered. We screen printed. And offered it to
4 teams. And we had a retail.

5 Our business is really two entities. It's not
6 two entities. What is the word? It's two -- we have
7 two -- it's kind of two types of business. We have a
8 retail side and a team side.

9 Q. Now, we're talking about at present?

10 A. Yes. We had that back then, too, in '96. We
11 would sell retail, and take our goods and services out
12 to girls, at usually camps and tournaments and such and
13 sell our goods there. That was considered the retail
14 end of the business.

15 The team side is where you go to meet with a
16 team. And they, as a team, purchased team goods, with
17 the school name on it. So that was what we started out
18 doing. It's still what we do today.

19 Q. When you say you took your product out to
20 girls, what would you mean?

21 A. We would go to field hockey, lacrosse and
22 softball tournaments and sell merchandise with logos
23 that applied to the sport at those events. Softball
24 merchandise would be sold at softball events, field
25 hockey at field hockey events.

1 Q. Do you currently still --

2 A. We still do that. Only now, we have an online
3 store which we didn't have in '96.

4 Q. What is the name of your online store?

5 A. The web site is WWW.YOLO Sportswear.com. And
6 you can go to a retail side or a team side of the web
7 page. There's two separate sections to go to,
8 depending on their interests.

9 Q. Before we get into the details of your
10 products, where did you go to for these camps or these
11 tournaments and events? Where geographically? Did you
12 travel and do you travel now?

13 A. Yes. We did travel back then. And we travel
14 now. We may travel more places now than we did in the
15 beginning. We still do the same distance. One and a
16 half years in, we had to go to California. We go to
17 California for an event every couple of years. We go
18 to Florida. We will go to Kentucky. We would go
19 mostly in the, I want to say, eastern part of the
20 country, Northeastern Pennsylvania, Delaware, Maryland,
21 Jersey, New York, a lot of travel there, consistently
22 more so than anywhere else. There is travel where we
23 have to go to events further away.

24 Q. For your custom and your retail business, what
25 is the geography of your customers' base.

1 A. Team business, we've done the business in
2 about, I would say thirty states or so. And it's from
3 California to Pennsylvania, from Florida, up to Maine.
4 It's spread across the country pretty well.

5 The retail business, I haven't looked at the
6 actual statistics, but I do the retail shipping. And I
7 know I've shipped to California and Colorado and
8 Florida and Massachusetts. I don't know exactly how
9 many states are involved in the retail end, but I would
10 imagine almost as many as the teams.

11 Q. YOLO Sportswear is an LLC?

12 A. Yes.

13 Q. Where is it registered or where are the
14 articles of organization?

15 A. New Jersey.

16 Q. When was that? When did you file your
17 articles of organization?

18 A. I believe that was, I think that was January
19 1st, 2004.

20 Q. Okay.

21 A. Before that, we were a partnership. We became
22 an LLC, I believe it was the first year of the LLC was
23 January 1st, 2004.

24 Q. What about the partnership?

25 A. The partnership was formed immediately, in

1 1996.

2 Q. Was that registered in --

3 A. That was registered in New Jersey. It started
4 out in Pennsylvania. Then we moved to Jersey. It was
5 registered in New Jersey.

6 Q. Let's go back to the products that you sell.
7 How did you get your -- other than attending team or
8 events that you were talking about, how do you get your
9 products to the consumer or advertise them to the
10 consumer?

11 A. We do advertising in various trade -- various
12 magazines through the sports we may deal with, US
13 Lacrosse, US Field Hockey, the National Field Hockey
14 Coaches Association. We may do -- every --
15 occasionally, through the ten years, we've done some
16 mailings to, like a database we've collected of
17 customers who we have sent out the catalog.

18 This particular year, we discussed, we're
19 going to send out postcards, maybe three times a year,
20 sending them to the web site for sales.

21 And the advertising, a lot of it has been for
22 us, word of mouth.

23 Q. The trade magazines that you talk about, are
24 those local, regional, national?

25 A. National.

1 Q. Have you had sales generated out of those
2 trade magazines?

3 A. Yeah, but I wouldn't say that they've
4 generated the most. But I absolutely think sales come
5 from them.

6 Q. Do you have a catalog?

7 A. Yes.

8 Q. Forster 1.

9 -----

10 (Whereupon Exhibit No. Forster 1,
11 Catalog, was marked for identification.)

12 -----

13 BY MS. THRONE:

14 Q. I'm showing you what has been produced by you
15 to me. Do you recognize that?

16 A. Yes.

17 Q. What is this?

18 A. Our custom team apparel catalog.

19 Q. And if you can review for me, the contents of
20 the catalog and your products?

21 A. Okay. We -- when we sell to teams, if we can
22 see them face-to-face, we do. Other ways we sell and
23 we talked about advertising or how we all have heard,
24 YOLO, we do trade shows, where we go out and set up a
25 booth and put all out team wear up in a catalog, and

1 show our team wears to the coaches. A lot of functions
2 where coaches come to a clinic, and the manufacturers
3 can set up a booth to show their goods.

4 We carry a thing called the ultimate practice
5 packet. It comes with a hooded sweatshirt, a pair of
6 pants, a long sleeve T-shirt. It's all screen printed
7 with the school logo. That's a very popular item with
8 our customer.

9 Q. As far as the use of the YOLO name, could you
10 tell me how, before you go through more of the catalog,
11 how and if you used the YOLO name on your clothes?

12 A. We do. Not every piece. It is primarily on
13 the custom items that we have made for us and
14 manufactured for us. We have our shorts manufactured.
15 So our YOLO label goes in our shorts. We have our
16 jackets and pants manufactured. So our YOLO label into
17 goes into of those jackets and pants.

18 Anything that is made from scratch has our
19 YOLO label in it. Anything else, if we have the chance
20 or the staff or the time, we will heat apply a logo
21 that may say YOLO on it. Those logos were primarily,
22 when we put our YOLO logo on it, it's primarily on the
23 retail side of things. Not as much as the team goods.

24 Q. When we're talking about a YOLO logo, I'm
25 going to show you what --

1 Tag, was marked for identification.)

2

3 BY MS. THRONE:

4 Q. I'm showing you what I marked as Forster 2.
5 Do you recognize this?

6 A. Yes. It's our hang tag that we put on our
7 retail clothing. Specifically, we use it when we are
8 sponsoring an event or hosted our big sponsor for big
9 tournaments. When we have thousands of pieces of
10 clothing, we will hand tag every piece with the price
11 and size.

12 Q. Is it fair to say this is a copy of your hand
13 tag?

14 A. Yes.

15 Q. Are those two hang tags?

16 A. No. It's one. What is on one side of the
17 hang tag is our YOLO logo. And on the other side, it
18 just explains our commitment to our clothing and how to
19 reach us, and again, the size and price.

20 Q. Let the record reflect that the witness has
21 pointed to the top of the page as the logo, and the
22 bottom of the page as the text with the commitment
23 language.

24 That top picture of the hang tag, is that --
25 does that represent the YOLO mark?

1 A. Yes. That is the YOLO mark we started with.
2 And that the YOLO -- that is what defines us, that
3 mark.

4 Q. Earlier, you talked about a mark and a circle
5 that appears on your tags. How does that mark at the
6 top of that page on Forster 2 compare to the mark or
7 the logo that appears on your clothing?

8 A. It is almost identical. We have two types of
9 tags that go in clothing. And the reason for that is
10 that certain items of clothing are made differently.
11 So a square tag may not be appropriate, where a
12 rectangular tag may be.

13 So we have a square tag that pictures the top
14 logo on this piece of paper. And then we have a, just
15 where it says YOLO Sportswear, the rectangular section,
16 we also have a tag that goes in garments for that.

17 Q. Inside the garment or outside?

18 A. For instance, on a jacket, a custom jacket, on
19 the outside of the garment, on the back cape of it,
20 will be a rectangular tag, that is visible to the eye
21 from people not inside the garment. Outside, it will
22 say, YOLO Sportswear. It does not include the You Only
23 Live Once section. It just depends on what garment we
24 have being made that the tag goes in.

25 Q. Okay. I'm going to show you what I'll mark as

1 Forster 3.

2

3

(whereupon Exhibit No. Forster 3, Heat

4

Labels, was marked for identification.)

5

6

BY MS. THRONE:

7

Q. Do you recognize what I'm showing you as

8

Forster 3?

9

A. Yes. Those are heat applied labels. I don't

10

know if you call them labels. They get put on our

11

garments. Where our garments, we were just discussing

12

other tags, are sewn into garments, these are not.

13

These are cut and heat applied to the outside of the

14

garment.

15

So, for instance, if a T-shirt comes from a

16

T-shirt mill and we do a logo on there, it's just a

17

field hockey logo. We will heat apply these -- our

18

logo onto the garment, to try to somehow get it on the

19

garment, since it's not sewn into the garment. Because

20

we want to have as many garments as possible, when we

21

send them out, have our name on them, so people know

22

where to get them and who we are.

23

Q. Is this a fair and accurate sheet of tags,

24

copy of the tags that you heat apply to the garment?

25

A. Yes.

1 Q. Now, I interrupted you while you were walking
2 through the catalog to discuss what information appears
3 on your garment. If you could return to the catalog
4 and explain to me through the catalog, what type of
5 products you offer?

6 A. We already went over the practice packs, which
7 includes Mesh shorts, hoods, pants, long sleeve T's,
8 short sleeve T's.

9 We offer uniforms, tops, kilts. We offer
10 jackets, outer garment jackets, pants to go with those,
11 like, warm-up pants. We offer bags. We offer training
12 gear, like, sports bras and training T's and moisture
13 management type material for training purposes. We
14 offer tye-dye items. We offer pajama bottoms.
15 Anything that can be sewn on, I mean, embroidered on or
16 screened on, if it's not in the catalog, we'll do --

17 Primarily, our biggest sellers are, we do
18 rugby's. They're very big sellers. We do hats,
19 embroidered hats.

20 Q. Do you sell accessories?

21 A. Yes, we do. We sell accessories. We have
22 sold -- we sell sticks that may apply to sports,
23 lacrosse sticks, field hockey, balls, bags, again,
24 mouth guards, lanyards, water bottles. A lot of that
25 has our logo on it.

1 We sell -- we sold jewelry in the past. We
2 started selling jewelry in 1997, one of our first big
3 events. And we have sold it on occasion. Throughout
4 this ten year period, we have sold -- it's not jewelry
5 specifically, geared to the sport. So, it might be
6 field hockey or lacrosse or soccer. And it's mostly
7 charms, bracelets, necklaces, and that kind of thing.

8 We sell, in accessories, wrapped and pre-wrap
9 and tape and mouth guards. And we sell socks, all kind
10 of accessories.

11 Q. Going back to the jewelry, does the YOLO --
12 how does the YOLO -- does the jewelry bare the YOLO
13 name?

14 A. No. It has -- it's sport specific. So we
15 would buy from a manufacturer of the jewelry. And then
16 we would resell it at trade shows and events. And it
17 would be, again, sport specific.

18 Q. Okay. How do you distribute your catalogs?

19 A. Generally, through the ten years we have been
20 in business, maybe twice we've done a bulk mailing.
21 For the most part, it's through the events that we go
22 to. Or at team sales, we will throw the catalogs in
23 the boxes, where the items are shipped to the teams.
24 We will go to events. And every time we would walk by
25 the table, we give them one or they buy something that

1 A. The web site is for the team interests and for
2 the retail interest.

3 Q. What's the address of your web site?

4 A. The address is WWW.YOLOSportsweat.com.

5 Q. I'm going to show you what I'll mark as
6 Forster 4.

7

8 (Whereupon Exhibit No. Forster 4, web
9 site, was marked for identification.)

10

11 BY MS. THRONE:

12 Q. Do you recognize what I'm showing you?

13 A. Yes, I do.

14 Q. What is it?

15 A. It is the front page of our web site.

16 Q. There's several pages attached?

17 A. Yes, it is, various pages on our web site.

18 Q. Are these true and accurate copies of various
19 pages on your web site?

20 A. Yes, they are.

21 Q. If we go through, one by one, starting at the
22 first page, explain to me the difference between the
23 custom team apparel, the hyperlink, and the online
24 store link?

25 A. The custom team apparel is where someone may

1 go when they're interested in purchasing for a team,
2 not an individual. And you go to the team apparel
3 side, it will give you examples of team items that we
4 sell.

5 And then, when you go to that side of the web
6 site, you can, for instance rugby, big seller. Teams,
7 they can build their own rugby... they can put the
8 colors and that kind of thing. You can build your own
9 jacket, putting your colors, your collar. It's for
10 teams to put in the team colors and see what they would
11 like.

12 The online store is geared to the individual
13 who wants to just buy something for themselves. And
14 it's all generic items. So, if you go, I say generic,
15 it's all field hockey or all lacrosse. It's -- it
16 doesn't have a team logo. It just says those words or
17 has sticks or something that is geared towards the
18 sport, so they can go in and buy an individual item if
19 they want.

20 Q. Can they buy through your web site, items with
21 your company's name on it?

22 A. There are items that have been on there, yes.
23 But they say YOLO Sportswear, like, the YOLO
24 Sportswear's field hockey or lacrosse. Through the ten
25 years, we have sold items and/or given away items as

1 promotional items that have YOLO on them. But on the
2 web site, they can and have been able to buy something
3 that says YOLO on it.

4 Q. Turning to the second page of this package, it
5 says download catalog. Is your catalog available to
6 download online?

7 A. My partner, Chris, handles the web site. So,
8 I can't answer that a hundred percent accurately. But
9 my guess is, if it says it, it's downloadable.

10 Q. Turning to the next to last page of the
11 packet, it says -- the text says, welcome. Please sign
12 in. Do you have a database of customers who have
13 registered themselves through your web site?

14 A. Yes.

15 Q. And what is the geography of that database?

16 A. Again, it covers California to Pennsylvania.
17 It's whoever wants -- you cannot order unless you do
18 create accounts. You don't have to create an account
19 to just view the web site, but you do to purchase. So,
20 again, because I do all the online orders, I do the
21 shipping, I know that we have shipped from California
22 to Pennsylvania to Kentucky, to Florida, all over.

23 Q. Okay. The last page of this package talks
24 about YOLO calendar of events. And it says, National
25 Hockey Festival, NFHCA Annual Convention. Again, if

1 you can explain to me what these events are and what
2 customers you reach at these events?

3 A. They're -- again, they're put into two types
4 of events. One would be an event where you're selling
5 our goods and it might or geared mostly towards the
6 individual purchase, the girls who they were buying.

7 where the hockey festival, it's the biggest
8 hockey event of the year, we'll go and sell our retail
9 items at that event.

10 The NFHC Annual Convention, the second one
11 down, that's a coaches' convention. They're selling to
12 teams there, selling to coaches who want to buy our
13 team apparel.

14 Usually, a clinic is for coaches and the other
15 events are geared towards the individual customer.

16 Q. What does USFHA stand for?

17 A. United States Field Hockey Association.

18 Q. Do you get any orders by telephone?

19 A. Yes.

20 Q. Approximately how many people order by
21 telephone, what percentage of your business?

22 A. I couldn't give a percentage. It's very low
23 now since the web sight has been up where they can
24 order. Before they couldn't order online and had to
25 call. Now they can order online, so I maybe guess a

1 couple of months over the phone.

2 Q. How long has your web site been up?

3 A. How long has the web site been up?

4 Q. Over two years?

5 A. Over two years.

6 Q. Over three years?

7 A. Yes.

8 Q. Okay. Returning to YOLO.

9 A. Excuse me. Can I take a break?

10 Q. Yes.

11 -----

12 (Whereupon, a short break was taken.)

13 -----

14 BY MS. THRONE:

15 Q. Returning to YOLO and its web site, you said
16 that the web site was over three years old. Was it
17 over four years old?

18 A. Yes. It's probably about eight. I believe
19 our first year up might have been 1998. And then --
20 but to be able to buy online, was about three or four
21 years ago. Before that, it was information only, and
22 pictures, and leading them to call us.

23 Q. Let's go back to the YOLO name and what you've
24 identified as your mark.

25 Have you ever registered the YOLO name and/or

1 a mark with any state?

2 A. Pennsylvania, in 1996, when we first started.
3 Just registered the mark in Pennsylvania.

4 Q. When you say mark, what do you recall that you
5 registered?

6 A. We registered YOLO, You Only Live Once.

7 Q. If I were to type that out, how would that
8 appear?

9 A. We sent in, I sent in, from my recollection,
10 it was ten years ago, I have to pull the folder, but I
11 had to send in a picture of our mark as it existed now.
12 And that's what was approved with the wording inside
13 the mark.

14 Q. Have any of the Exhibits we've introduced
15 today bear that mark?

16 A. Yes.

17 Q. If you can tell me which Exhibit?

18 A. The Exhibit of our online catalog, I mean our
19 online web site, the mark in the center of the page.

20 Q. And that is what is reflected as Forster 4?

21 A. Yes.

22 Q. Have you ever registered a fictitious name?

23 A. No. I'd have to ask, what is a fictitious
24 name?

25 Q. YOLO Sportswear; have you ever registered the

1 name YOLO Sportswear? I'll ask you that way.

2 A. Again, I'd have to go back to the records of
3 ten years ago, with the state of Pennsylvania, to see
4 if I specifically did YOLO Sportswear. I don't believe
5 I did sportswear. I believe I did YOLO, and You Only
6 Live Once. I'd have to check. But I did have to send
7 in to mark that, I'm sure. And it included sportswear
8 and the mark.

9 Q. Other than Pennsylvania, did you file with any
10 other state?

11 A. No.

12 Q. Have you filed an application with the US
13 Patent and Trademark Office for YOLO?

14 A. Yes. The trademark office, we filed in 2004.

15 Q. I'm going to show you what I'll mark as
16 Forster 5.

17 -----

18 (Whereupon Exhibit Nos. Forster 5 and
19 6, Application to Register, were marked for
20 identification.)

21 -----

22 BY MS. THRONE:

23 Q. I'm showing you what is marked as Forster 5
24 and 6. Do you recognize these documents?

25 A. Yes.

1 Q. What is Forster 5?

2 A. It's our application to register YOLO as a
3 trademark.

4 Q. With what entity? When you say application to
5 register, is this the application for the US Trademark
6 Office, Patent and Trademark Office?

7 A. Yes.

8 Q. Is it a fair and accurate copy of that
9 application?

10 A. Yes.

11 Q. What did you actually apply for in your
12 application?

13 A. The type of --

14 Q. The purpose and nature of your application?

15 A. We wanted to make sure we had our mark on
16 apparel, accessories, shirts, jackets, to cover as much
17 as possible, with the YOLO mark. We were told -- our
18 attorney, there's different classes you can file in.
19 So we filed, I guess in Class 25, which covered pretty
20 much a lot of the basis of what our business is.

21 Q. Okay. Now, on the top of the page bears a
22 filing date of March 4, 2004. Is this accurate?

23 A. Yes.

24 Q. When you say your attorney, who is your
25 attorney?

1 A. Mark McCreary, Fox and Rothschild.

2 Q. Do you recognize Exhibit 6, Forster 6?

3 A. Yes.

4 Q. What is it?

5 A. I'd have to read. It's an office action form
6 for our mark.

7 Q. Let me ask you; did you amend your
8 application? Have you ever amended your application to
9 the U.S. Patent and Trademark Office?

10 A. Yes.

11 Q. Let me read it from -- if you'll tell me if
12 I'm reading this correct from this Exhibit? Additional
13 statements, no claim is made to the exclusive right to
14 use "sportswear", apart from the mark as shown.

15 When you amended your application, did you
16 need to disclaim your ownership of sportswear?

17 A. Yes.

18 Q. Is Exhibit 6 your amended application?

19 A. Yes.

20 Q. It's a fair and accurate copy?

21 A. Yes.

22 Q. Turning to the nature of the matter that
23 brings us here today, are you familiar with YOLO
24 Clothing?

25 A. Yes.

1 Q. What is YOLO Clothing?

2 A. YOLO Clothing --

3 Q. YOLO Clothing, LLC.

4 A. YOLO Clothing, LLC, from I what I know, is a
5 company that is selling YOLO apparel online at their
6 web site, YOLOClothing.com. I don't really know much
7 more about them except for the clothing line that I
8 see.

9 Q. When you say YOLO, they're selling YOLO
10 clothing online, what do you mean by YOLO Clothing?

11 A. They are selling clothes that have Y-O-L-O on
12 them.

13 Q. How did you learn about YOLO Clothing?

14 A. It's a long story. It goes back to January
15 28th, when we received a phone call. We had a voice
16 mail.

17 Q. January 28th of.

18 A. Of 2004. There was a voice message from a
19 gentleman named Harry Mesh, on our voice mail system,
20 on January 28th. And just, the reference was, he
21 wanted to talk about YOLO. That was it.

22 So on the 29th, I hadn't had a chance to phone
23 him back to see what it was he needed. He had called
24 me. And we had a very short conversation. And his
25 words to me were that his kids loved our logo, our

1 name. And they would like to use it on, maybe T-shirts
2 for their friends and maybe to sell to some of their
3 friends for extreme sports. Bungie jumping, he
4 mentioned, sky diving.

5 And I said -- it was a short conversation. I
6 think it was probably less than six minutes. And I
7 said, could you please put in writing what it is you
8 would like to do, so that I can see what you have in
9 mind. I don't really understand what you're trying to
10 accomplish here.

11 So, that was the first contact.

12 Q. Did he explain to you during your first
13 contact how he found out about you? And when I say
14 you, I mean YOLO Sportswear, LLC.

15 A. I don't recall exactly. I do believe he
16 searched the web and found us.

17 So, he faxed over a paragraph or so of
18 information about what he'd like to do. And it was
19 still very vague to me. And then we had conversations
20 that went back and forth, mostly him calling me and
21 leaving messages. And then, again, we'd have short
22 conversations.

23 At one point, I would say in February, early
24 February, I asked him to start putting everything in
25 writing, e-mail because I was not comfortable with the

1 phone conversation. It sounded to me that he was
2 starting to get a little anxious. And I didn't
3 understand why. He sounded like he was rushed, like he
4 needed to get this done. So, I was getting a really
5 bad feeling and vibe at that point.

6 Q. What do you mean you felt like he was becoming
7 anxious?

8 A. I could tell from his phone conversation that
9 he wanted an answer. He e-mailed me on vacation. You
10 know, it -- and I didn't understand why is he in such a
11 rush. And at that point, I still did not know what was
12 going on. I had no idea.

13 Then I referred him, I think around sometime
14 in February, to Mark McCreary, our trademark attorney.
15 I was very uncomfortable speaking with him anymore.
16 And I wanted Mark to take care of our interests. And I
17 thought he was better suited to deal with it than I
18 was.

19 Q. Let me backtrack and I'll show you what I'll
20 mark as Forster 7.

21 -----

22 (Whereupon Exhibit No. Forster 7,
23 E-mail, was marked for identification.)

24 -----

25 BY MS. THRONE:

1 Q. Do you recognize what I'm showing you, as
2 Forster 7?

3 A. Yes.

4 Q. What is it?

5 A. This is an e-mail that I sent to Mr. Mesh,
6 asking him questions about what it is he has in mind.
7 I wanted to find out, specifically, what did he want to
8 do, and asked questions like, how do you plan to use
9 the name? Are you going to put it as a logo on a shirt
10 or use it on advertising materials?

11 I asked him -- still again, was not
12 comfortable with the whole situation because he wasn't
13 giving me answers. He was being very vague in his
14 responses to me.

15 He also mentioned -- in my e-mail here, we
16 talked about royalties. He and I touched on it. His
17 children were very willing to pay royalty fees for us
18 for the use of the name.

19 Q. Just to confirm the e-mail, it says it's from
20 KF YOLO. Is that your e-mail address?

21 A. Yes.

22 Q. Buy3sell4 is identified as to in the e-mail.
23 Is that Harry's?

24 A. That's Harry Mesh, as far as I know.

25 Q. I'm sorry to interrupt.

1 said, could you please fax over to me what it is you
2 have in mind that you would like to do. This is what I
3 got.

4 Q. Just to clarify, there's stars and handwriting
5 around his name. Was that on the original fax?

6 A. No. That, I did, doodling.

7 Q. Is that your handwriting?

8 A. Yes.

9 Q. Other than that handwriting, is there anything
10 appearing on that page that wasn't on the original fax?

11 A. No.

12 Q. In this fax, Harry or Mr. -- the fax by Mr.
13 Mesh, it states that, "you wanted me to send you a
14 letter saying how my children wanted to use the name,
15 "YOLO ", and the expression, You Only Live Once.

16 A. Yes.

17 Q. It further states, they would not make
18 anything to do with team sports or any field hockey
19 and/or lacrosse whatsoever.

20 At the time he wrote the fax, did he tell you
21 who his children were?

22 A. No.

23 Q. Let me show you what is marked as Forster 9.

24 -----

25 (Whereupon Exhibit Nos. Forster 9

1 through 15, e-mails, were marked for
2 identification.)

3 -----

4 BY MS. THRONE:

5 Q. I'll show you 9 through 15, which are
6 documents you produced to me. I'll ask you to walk
7 through them in seriatim, from 9 to 15?

8 A. Yeah.

9 Q. Starting with 9. Starting with Exhibit 9,
10 would you tell me what Exhibit 9 is? Do you recognize
11 that?

12 A. Yes, the e-mail from Harry Mesh to myself.

13 Q. What was the date of this e-mail?

14 A. February 26th.

15 Q. What is this -- the nature of this e-mail?
16 For what purpose is this e-mail, as you understood it?

17 A. Again, I had asked him to provide us with
18 information as to what he planned to do with the logo.
19 This is one of the responses I got.

20 Q. Here it says, we have no -- Mr. Mesh writes,
21 we have no intention of competing with you in your
22 market. Did he explain this to you further on the
23 phone?

24 A. No. He may have said -- what he said in the
25 beginning was -- every e-mail was growing more and

1 more, that it was going to be a bigger business. It
2 started out, my kids want to do it. They love the
3 slogan. They want to be able to sell it to their
4 friends for extreme sports.

5 And then it gets to this e-mail, where they
6 want to sell T-shirts, jewelry and hats, and
7 merchandise to the general public over the internet.
8 It was never even discussed in the beginning. It kind
9 of kept growing as each e-mail would come and
10 conversations would continue.

11 Q. How did you feel about this e-mail?

12 A. I still didn't get the answers. I wanted to
13 know, what were you going to make? What were the
14 designs going to look like, on what merchandise? How
15 are you going to market it? To whom was the buyer? I
16 still wasn't getting answers.

17 And pretty much, he knew -- Chris and I were
18 in agreement that we were not thrilled and did not
19 really want another person using the YOLO name out
20 there.

21 In the final e-mail to him, I'm jumping ahead,
22 we said to him that after speaking to our trademark
23 attorney, that it is our best interest, you know, at
24 this time, to say no to them. It was essentially our
25 name he wants to use on items.

1 Q. which e-mail are you referring to?

2 A. I'm referring to the e-mail, Forster 13. And
3 it was my response to Harry. And it -- it also leads
4 him to start calling Mark and talking to Mark. At that
5 point, I was very uncomfortable. I wanted my
6 professional to deal with it.

7 So, you know, we had told him we put a lot of
8 time, money and sweat into it. How would we police it
9 adequately if it's on the internet. He wanted to pay
10 us a royalty fee. How would we know what truly sold
11 and to whom. It just didn't seem like something we
12 would have any interest in.

13 We were eight years. We were starting to roll
14 and steam ahead. I didn't want someone taking that
15 name. We make plans every year. We make a business
16 plan every year, what we want to accomplish and what we
17 wanted to do.

18 I wanted to be able to, in the future or
19 whenever, we had already put together on paper, a whole
20 line of YOLO Clothing. It wouldn't be our main item,
21 YOLO Clothing, but people know us as YOLO. They're
22 YOLO clothes. You know?

23 And I didn't want YOLOSportswear.com to get
24 confused with YOLOClothing.com. So it just seemed in
25 our best interest at the time, to turn Mr. Mesh down.

1 And at that point, I still had no idea who was
2 involved and what was really going on.

3 Q. You're talking about clothing. What about
4 jewelry? You mentioned jewelry.

5 A. Jewelry, again, he did not really touch on
6 jewelry. He just threw that in his e-mail, hats
7 jewelry, accessories or T-shirts, jewelry and hats.

8 with jewelry, again, we have sold jewelry. It
9 does not have the YOLO name, but we sold it through
10 YOLO and we will continue to sell it through YOLO.

11 Q. When you say through YOLO, what do you mean?

12 A. Through YOLO Sportswear, LLC.

13 Q. In your -- what is Exhibit Forster 10?

14 A. Yes.

15 Q. An e-mail dated 2/26/04, sent about 3:15 p.m.?

16 A. Yes.

17 Q. You say, I cannot give you any -- I guess it's
18 a kink. Do you mean kind?

19 A. Kind.

20 Q. Spelling, okay, or Licensing Agreement. At
21 that time, had you discussed any Licensing Agreement?

22 A. Yes. They offered to pay.

23 Q. Who is they?

24 A. Harry Mesh. I say they because in hindsight,
25 it was a they. Back then it was a he. And they, it

1 could have been -- I thought it was a daughter and son,
2 the way he talked. That is who I believed they were.
3 Harry Mesh and his two kids. That is what I know.
4 And, yes, he said, he would like to pay, maybe a
5 royalty fee or a licensing fee.

6 At one point, in one of these, somewhere in
7 all these e-mails, it says that they would be willing
8 -- he would just prefer to pay a one time Licensing
9 Agreement fee. That's somewhere in all of these.

10 Q. The next e-mail, 11?

11 A. Yes.

12 Q. He wrote to you on vacation, I see.

13 A. Yes. well, I had pretty much said to him at
14 some point, I'm going to be on vacation, Harry. I'll
15 talk to you when I get back. That wasn't sufficient.
16 This is where the -- in my mind, getting the phone
17 calls, the messages on the machine at YOLO Sportswear,
18 the e-mail, I can't believe he e-mailed me on vacation.
19 I didn't understand that. What was the rush? I didn't
20 know what the rush at the time was.

21 Q. Next, in the e-mail he writes, that, "You Only
22 Live Once will be used in marketing, probably not
23 clothing"?

24 A. Right. And this was the kind of answer I was
25 getting, bits at a time. Because one of my questions

1 was, how are you going to use YOLO, You Only Live Once?
2 So that is just one little bit of the answer.

3 Q. I'll jump ahead quickly. Did that prove to be
4 true, that YOLO was only used in marketing and not
5 clothing?

6 A. You Only Live Once, yes. It proved to be
7 true, was only used in marketing. YOLO is what is used
8 on their clothing.

9 Q. The next e-mail in this package that we marked
10 as Forster 12 --

11 A. 13.

12 Q. Pardon me. This doesn't have an e-mail header
13 to it. Can you explain to me what this is?

14 A. Yeah. This is an e-mail I sent back to Harry.
15 And generally, what I would do is print out an e-mail,
16 believe it or not, at the time. I would send an e-mail
17 and print it rather than going back. There's a way to
18 get the header. And I never did. You'll notice on a
19 lot of my other ones, there's a date. I didn't date
20 this one. But at the bottom, February 26th, is when I
21 printed it.

22 Q. Is that a fair and accurate copy of that
23 February 26th?

24 A. Yes. This is essentially the last contact
25 that I had planned to have with Harry. And it, you

1 know, went over that it is our best interest to say no
2 at this time. We went on to tell him why, how we built
3 up our business, used our name. Our name is unique.
4 People know us through our name.

5 I referred him to Mark McCreary again, our
6 trademark attorney, that any conversations should go
7 through him.

8 Q. You mentioned that he communicated to you that
9 he was going to sell clothes over the internet. At the
10 time of these e-mails and the end of February, are you
11 aware of any internet -- were they retailing any
12 products through the internet that you know of?

13 A. Not at that time.

14 Q. The next e-mail, it looks like it's to Mr.
15 Mesh from Mark McCreary. Did you receive a copy of
16 this e-mail?

17 A. Yes.

18 Q. Is this a copy of this e-mail?

19 A. Yes.

20 Q. Is this a fair and accurate copy of this
21 e-mail?

22 A. Yes.

23 Q. In this, Mr. McCreary asks Harry to withdraw a
24 federal trademark application, serial number 76-573601.
25 Did you know about that application at the time you

1 were speaking with Mr. Mesh prior to Mark's involvement
2 in this matter?

3 A. I didn't know about their application until, I
4 would say around March. I did know prior to this
5 e-mail, yes, about their application.

6 Q. How did you find out about their application?

7 A. When we went to put our application in, we
8 found out their application was already in.

9 Q. How many applications did they file?

10 A. Three.

11 Q. As far as you understand, what were the nature
12 of their applications?

13 A. I believe there were three different classes.
14 I guess one is categorized apparel. Another one might
15 be accessories. And another is jewelry. That's my
16 understanding.

17 May I say something more about this e-mail?

18 Q. Of course.

19 A. This e-mail talks about a Ms. Castle. In the
20 interim, between my conversations with Harry Mesh and
21 this e-mail, a Susan Castle contacted me. I believe
22 our first conversation was almost thirty minutes long.
23 In that, she thought that Harry wasn't handling this,
24 possibly the way it should have been. And she thought
25 that maybe her and I could get things accomplished and

1 get it done.

2 So, we sat there and had a conversation, you
3 know, they were willing to pay royalty fees and another
4 fee. And so I said, okay. Well, talk to Mark McCreary
5 kind of thing. She would talk to Mark.

6 And then again, in the interim, that was
7 around March 10th, I think she phoned me. This is
8 March 23rd. Then there was -- in our conversation, her
9 and I made an agreement that they would withdraw --
10 once we found out they had their application in, they
11 would withdraw their application and send \$2,000.00 as
12 a retainer for legal fees for Mark to come up with --
13 they were going to pay Mark to come up with a Licensing
14 Agreement. None of those monies ever came.

15 Q. I'm going to interrupt you briefly, and show
16 you what I'll mark as Forster 16.

17 -----

18 (Whereupon Exhibit No. Forster 16,
19 Trademark Application, was marked for
20 identification.)

21 -----

22 BY MS. THRONE:

23 Q. Do you recognize what I'm showing you as
24 Forster 16?

25 A. Yes.

1 Q. what is it?

2 A. I believe it's a trademark application for
3 YOLO Clothing, LLC, and it's one of their applications.

4 Q. Serial number bears 01, correct?

5 A. Yes.

6 Q. At the end?

7 A. Yes.

8 Q. In the e-mail that you just referenced to,
9 between Mr. McCreary and Mr. Mesh, you referenced a
10 serial number. Is this serial number in Mr. McCreary's
11 application, 76-573601, the same serial number and
12 application that I just handed you as Forster 16?

13 A. Yes.

14 Q. The word mark that Mr. Mesh was applying for
15 was YOLO - You Only Live Once, correct?

16 A. Yes.

17 Q. How does this compare with the word mark that
18 you were trying to register with the Patent and
19 Trademark Office?

20 A. I believe it's almost identical, if not
21 identical.

22 Q. But you don't have a dash, right?

23 A. No. There is no dash.

24 Q. Now, this YOLO - You Only Live Once
25 application filed, by looks like Matthew Grossman?

1 A. Yes.

2 Q. Bears a filing date of January of 2004.

3 A. Yes.

4 Q. Is that before? Is January -- did you -- the
5 filing date of YOLO Sportswear application was in
6 March, you testified.

7 A. I believe it was March 1st, March 12th,
8 something like that.

9 Q. Do you know who Matthew Grossman is?

10 A. No. I do now. I didn't when it was filed.

11 Q. Who is Matthew Grossman?

12 A. He is one of the owners of YOLO Clothing, LLC.

13 Q. Does he have any connection to Harry Mesh?

14 A. He is a partner, I believe.

15 Q. At the time you were talking in January and
16 February of 2004, did Mr. Mesh mention anything about
17 that application?

18 A. No, not at all. And he never mentioned
19 Matthew Grossman. The only people he mentioned were
20 his two children. And I didn't even have names.

21 Q. Do you know who those two children are at this
22 time?

23 A. I know who one of the children is. I don't
24 know the name of the other. The one may be, may be
25 Andrea Mesh, might be on one of the applications. The

1 one I do know is Adam Mesh, his son.

2 Q. We will talk a little further about Adam Mesh
3 a little later.

4 I'm going to show you what I'll mark as
5 Forster 17.

6

7

8

9

(Whereupon Exhibit No. Forster 17,
Second Application, was marked for
identification.)

10

11

BY MS. THRONE:

12

13

Q. Do you recognize what I'm showing you as
Exhibit 17?

14

A. Yes.

15

Q. What is it?

16

17

A. It looks like the second application put in by
YOLO Clothing, LLC.

18

19

20

Q. To clarify your testimony, is it fair to say
that Exhibits 16 and 17 are a summary of the
application?

21

A. Yes.

22

Q. Rather than the whole applications themselves?

23

A. That is what they look like to me.

24

Q. And have you seen these before today?

25

A. Yes.

1 Q. Are these accurate copies of what you provided
2 before today?

3 A. Yes.

4 Q. Exhibit 17 bears the serial as an application.
5 Can you tell me what word or mark this application
6 seeks to register?

7 A. YOLO - You Only Live Once.

8 Q. And the serial number on this application is
9 what?

10 A. 76573602.

11 Q. Who is the applicant for this application?

12 A. Matthew Grossman.

13 Q. What was he -- the first application, you
14 explained that was apparel?

15 A. That was apparel. This is, I guess Class 18,
16 which is bags, handbags, backpacks.

17 Q. At the time you were speaking with Mr. Mesh,
18 did you know anything about this application being
19 filed?

20 A. No.

21 Q. This application bears a filing date of
22 January 30th 2004?

23 A. Yes, January 30th, yes.

24 Q. That is -- when did you start speaking with
25 Mr. Mesh.

1 you need to refresh your memory with the document, you
2 can.

3 A. It's pretty much opposing their use of the
4 mark, YOLO, You Only Live Once, due to our common law
5 -- our common mark, YOLO You Only Live Once.

6 Q. Off the record real fast.

7

8 (whereupon, a discussion was held off
9 the record.)

10

11 THE WITNESS: I just know it's the
12 opposition.

13 BY MS. THRONE:

14 Q. I'm not going to ask you to explain the legal
15 background behind it. As far as the opposition, when
16 was that notice of opposition submitted to the
17 Trademark office?

18 A. December 3rd, 2004.

19 Q. Before that notice of opposition was filed,
20 were there discussions, as far as you know, between
21 your counsel, Mark McCreary and Mr. Mesh or YOLO
22 Clothing, LLC?

23 A. Yes, a lot of discussions.

24 Q. What were the nature of those discussions?

25 A. And I have a lot of e-mails and -- this is the

1 way it unfolded at this point, getting to here, to the
2 opposition. After we filed our -- after we filed our
3 trademark application, I guess, around March 1st, March
4 12th, whatever it was, we -- Chris and I, YOLO
5 Sportswear, LLC still had no idea. We just assumed it
6 was Harry Mesh. Then we knew it was Matthew Grossman,
7 whoever he was, that were involved in this venture.

8 So, we kept watching to make sure a web site
9 didn't come up. And it did. A web site did appear.
10 I'm not sure exactly the date it came up. I'm going to
11 go with my best guess. I found the web site Friday,
12 March 12th.

13 Q. Let me show you what you produced to me. I
14 can mark this as Forster 19.

15

16 (Whereupon Exhibit No. Forster 19, web
17 site opening page, was marked for
18 identification.)

19

20 BY MS. THRONE:

21 Q. You're talking about the web site. Do you
22 recognize what I just put in front of you?

23 A. Yes. That looks like their opening page of
24 their web site for YOLOClothing.com.

25 Q. Did you see that page?

1 A. Yes.

2 Q. Is that an accurate copy, as far as you can
3 understand, of the page that you saw?

4 A. Yes.

5 Q. Explain as far as your --

6 A. So the -- I noticed it went up, I believe,
7 Friday, March 12th.

8 The next series of events are, so many things
9 transpired between this going up online to the December
10 opposition filing that we did to their trademark.

11 Q. Okay.

12 A. Mr. Mesh and I had pretty much cut off
13 communication because he had been dealing with Mark
14 McCreary, our trademark attorney. I believe, even Mr.
15 Mesh, at that point, in March had dropped off. And the
16 Susan Castle had picked up where he left off.

17 As it turns out, she is mother of Dan Castle,
18 who is one of the partners in YOLOClothing.com. Then
19 Dan Castle got involved at some point, with Mark
20 McCreary, our trademark attorney.

21 Q. How did you know that?

22 A. Through e-mails, my attorney has let me know
23 and kept me up to date as to what is going on with the
24 case and what is going on with the YOLO Clothing, LLC.

25 Through all of this, in March, when the web

1 site went up, and beyond, through the summer of 2004,
2 into January of 2005 and into the early part of 2005,
3 this company was still trying to work a deal with us to
4 pay us royalties and use the mark.

5 And there were a lot e-mails back and forth,
6 where they agreed to do this. At one point, there's an
7 e-mail telling us that they shut down their web site.
8 And that that showed good faith from them. And that
9 they were no longer selling online, which is not true.
10 They never shut it down. Somehow, I didn't know you
11 can do this, you can block people out of your web site.
12 The site is still running and still selling.

13 Q. How did you know that?

14 A. Because I went in through other people's
15 screen names. And somehow, we're blocked. YOLO is
16 blocked. My personal one is blocked. And my brother's
17 personal one is blocked.

18 Q. A personal one. What's a personal one?

19 A. A screen name to get into the -- into their
20 web site.

21 So, I believe that when they sent the e-mail
22 saying they shut it down, I believed them. I checked
23 and it wasn't up. And then, somehow, later, it came to
24 my attention that they were still running, and I could
25 get in through other screen names.

1 Q. Let's backtrack through these March
2 discussions and the various discussions you were
3 referencing that led up to the notice of opposition
4 that was filed in December.

5 I'm showing you what I'll mark as Forster 20.

6

7

8

9

(whereupon Exhibit No. Forster 20,
Cease and Desist Order, was marked for
identification.)

10

11

BY MS. THRONE:

12

Q. Do you recognize what is shown as Forster 20?

13

A. Yes.

14

Q. What is it?

15

16

17

A. I need to look at this. And I think it's a
Cease and Desist Order. I don't know. I don't think
it is, actually.

18

19

Q. In the bottom of this letter, is it fair to
say that this is a letter on Fox Rothschild letterhead?

20

A. Yes.

21

22

23

Q. At the bottom of this letter, there is a cc to
YOLO Sportswear, LLC. Did you receive a copy of that
letter?

24

A. Yes.

25

Q. Off the record.

1

2

(whereupon, a discussion was held off

3

the record.)

4

5

BY MS. THRONE:

6

Q. That is a letter by Mark McCreary, right?

7

A. Yes.

8

Q. And it's your attorney?

9

A. Yes. It's sent to, looks like the partners or

10

YOLO Clothing, LLC.

11

Q. What names appear? When you're saying the

12

partners, who are you talking about?

13

A. Mr. Harry Mesh, Ms. Andrea Mesh, Ms. Joanna

14

Mesh, Mr. Matthew Grossman, Mr. Adam Mesh and Mr. Dan

15

Castle.

16

Q. What is the date of this letter?

17

A. March 16th.

18

Q. When you say Cease and Desist Order, when you

19

look at this, what do you mean?

20

A. Once their web site had gone up --

21

Q. Their being?

22

A. YOLOClothing.com, I asked our trademark

23

attorney the best approach. It was to send a Cease and

24

Desist letter to have them stop running

25

YOLOClothing.com, because it's a trademark

1 infringement, could be a possible trademark
2 infringement. So, this is what he had done.

3 Q. Following that letter, did they, being
4 YOLOClothing.com cease and desist?

5 A. No, but I did receive phone calls from Susan
6 Castle, again, the mother of Dan Castle, one of the
7 partners of YOLO Clothing, LLC, telling me she couldn't
8 believe that we were doing this, and there has got to
9 be some way to resolve it. And this is when they
10 agreed to pay \$2,000.00 retainer to Mark McCreary, I
11 believe, to draw up the Licensing Agreement. And she
12 agreed to a lot of the -- we wanted the royalty fees.
13 We wanted to have control over our name. We wanted to
14 make sure they were doing what was in the best interest
15 of our name and using our name.

16 Again, this is where it all began, with the
17 going back and forth. They were on board. They wanted
18 to work with us. At this point, they still wanted to
19 -- they still wanted to have our name.

20 And in the meantime, the name on here is Adam
21 Mesh. The strange thing was that I didn't know any of
22 these people even when I received this. I still didn't
23 --

24 Q. When you say received --

25 A. Received Exhibit 20, Forster 20. I was in my

1 laundry room on Monday, April, I believe 5th.

2 Q. of?

3 A. Of 2004. I'm in there and folding laundry and
4 I hear the TV going. I have on the show, Average Joe,
5 Adam returns. All of a sudden, I hear him speaking.
6 And I hear him talk about YOLO and how he has a YOLO
7 bracelet.

8 I run out and I look at the TV. I'm in shock.
9 I'm absolutely in shock because his name is Adam Mesh.

10 The show was only four weeks. I caught most
11 of it. At that point, I didn't put together Harry Mesh
12 and Adam Mesh at all until I saw. That night, I put it
13 all together.

14 And in my mind, from the day of the first
15 phone call, until that night, they knew exactly what
16 they were doing.

17 You cannot just post a web site in a day. You
18 need to take pictures. You need to get the clothing
19 in. You need to get a screen. You need to get set up.
20 That takes some time.

21 Obviously, by filing their trade marks on
22 January 30th, they were already lining up their eggs in
23 the basket.

24 I did not know why they kept leading us on
25 this whole time as to wanting to pay royalties and a

1 licensing fee. I'm assuming, based on what I know from
2 my trademark attorney, that we have the trademark, so
3 they have to.

4 Q. I won't ask you to comment and I'll ask you
5 not to comment on what conversations occurred that may
6 be privileged between Mark McCreary or Fox Rothschild
7 and yourself.

8 A. Okay.

9 Q. You can feel free to --

10 A. So, it was just continuous e-mails. I think
11 it was all planned, so that there was a great, free
12 advertising for YOLOClothing.com, because
13 YOLOClothing.com started their web site Friday before
14 the show began.

15 Q. How do you know that?

16 A. That is when I saw it. And we had been
17 checking almost every day. And, so we believe from
18 checking every day YOLOClothing.com, the first day of
19 operation was Friday, March 12th. And then, Monday,
20 March 15th, was the beginning of Average Joe, Adam Mesh
21 Returns.

22 Q. Did you have any customers or anyone contact
23 you after that episode aired?

24 A. I had various customers and friends call me
25 and say, did you see that last night? Did you know

1 that? You know, what is that? That is not you, is it?

2 And then, a friend of mine sent me an e-mail.

3 And then, along with that, a picture of, I think an
4 article in US Weekly or People Magazine or something,
5 showing their YOLO bracelet.

6 Q. I'll show you what we marked as Exhibit
7 Forster 15.

8 A. Thank you.

9 Q. Is that the e-mail you're referencing?

10 A. Yes.

11 Q. What does that e-mail say?

12 A. It says, you guys have to get a copy of US
13 Weekly Magazine. Apparently the YOLO bracelet Adam
14 Mesh is selling in there as the bracelet all the stars
15 want, Tracy.

16 Q. Who is Tracy?

17 A. She's a vendor that we deal with buying
18 equipment.

19 Q. What is that second page of Forster 15?

20 A. This is from, it looks like From Star
21 Magazine, maybe. And it starts out department page 74.
22 And at the bottom left, it's the star celebrity dream
23 item of the week. And it's the YOLO bracelet, You Only
24 Live Once.

25 Q. How did you get ahold of that?

1 A. Tracy sent it to us.

2 Q. As an attachment to the e-mail?

3 A. Yes.

4 Q. What else did people say to you, if anything?

5 A. What started to happen then, in the beginning,
6 was that a lot of people would come searching for us on
7 the internet, and find YOLOClothing.com. If a customer
8 was looking for us, that is what they might find first.
9 And it confused them. And then, they finally found us.
10 And that was what they wanted.

11 That was part of what my discussion with Harry
12 was in the very beginning. I did not want any
13 confusion as to, you know, YOLO being us. So that did
14 happen in the beginning. It could be happening now.
15 I'm not hearing much about it, but it could be
16 happening now.

17 Q. Do you retail jewelry on your web site as
18 well?

19 A. Not right now. And in the four years that
20 we've had it up online, I would have to check with
21 Chris. I'm not sure that we ever had it up online as
22 an online item.

23 Q. How do people buy your jewelry, turning to the
24 matter that brings us here?

25 A. If we were carrying jewelry at that time, it

1 is at events. It's at camps when we go, again, go out
2 on site to the customer. So, if we're doing a
3 tournament or a camp, that's where they can buy it.

4 Q. Okay.

5 A. And when we had a store, they would buy it in
6 the store.

7 Right now, we have a showroom store. So,
8 local kids could come in and buy things, but we have
9 had jewelry in the store in the past.

10 Q. Going back to the applications and the
11 application process; you talked about and we talked
12 about that the notice of opposition to YOLO Clothing's
13 two applications ending in '01 and '02, was filed in
14 December.

15 A. Uh-huh.

16 Q. I'm going to show you what I'll mark Forster
17 21.

18

19

(Whereupon Exhibit No. Forster 21,

20

Notice of Default, was marked for

21

identification.)

22

23

BY MS. THRONE:

24

Q. I'm showing you what is marked as Forster 21

25

and 22. Do you recognize, start with Forster 21, what

1 that is?

2 A. It looks like the notice of default, that YOLO
3 Clothing never responded to our opposition.

4 Q. Have you seen that document before today?

5 A. Yes.

6 Q. Is that an accurate copy of the document you
7 have seen before today?

8 A. Yes.

9 Q. What about Forster 22?

10 A. It looks like another notice of default,
11 possibly for the second trademark application.

12 Q. Have you seen Forster 22 before today?

13 A. Yes.

14 Q. Is that an accurate copy of the document you
15 have seen?

16 A. Yes.

17 Q. I'll read a line from Forster 22. It says,
18 according, judgment by default is hereby entered
19 against the applicant. The opposition is sustained and
20 registration to applicant is refused, opposition number
21 91163508. What was the notice of opposition number for
22 the December opposition that you filed? Is it on
23 there?

24 A. The date or the opposition number?

25 Q. The opposition number. It may not be on this.

1 A. I don't see a number in the opposition filed
2 in December 2004.

3 Q. Okay. Are you aware what happened with the
4 '01, '02 applications of Matthew Grossman, after
5 looking at these Exhibits?

6 A. Yes. They were refused because they never
7 filed any response to our opposition.

8 Q. While this was going on, you mentioned
9 something about a License Agreement that was going back
10 and forth and discussions. I'll show you what I'll
11 mark as Forster 22.

12

13 (Whereupon Exhibit No. Forster 22,
14 Draft Copy of Trademark License Agreement,
15 was marked for identification.)

16

17 THE WITNESS: Yes.

18 BY MS. THRONE:

19 Q. Do you recognize Forster 23?

20 A. Yes.

21 Q. What is it?

22 A. It is a draft copy of a trademark license
23 agreement that we were providing to Mr. Tucker, who I
24 believe was the attorney for YOLO Clothing, LLC.

25 Q. Have you seen this document, this e-mail and

1 attachment before today?

2 A. Yes.

3 Q. Attached to the e-mail, is a trademark that
4 looks like a Trademark License Agreement?

5 A. Yes.

6 Q. Is this what you were referring to earlier?

7 A. Yes.

8 Q. Did the parties ever agree upon an agreement?

9 A. No.

10 Q. I'll mark these two as Forster 24 and 25?

11 -----

12 (Whereupon Exhibit Nos. Forster 24 and
13 25, Trademark Application, were marked for
14 identification.)

15 -----

16 THE WITNESS: Can we take a break?

17 -----

18 (Whereupon, a short break was taken.)

19 -----

20 BY MS. THRONE:

21 Q. I'm going to show you what is marked Forster
22 24, 25 and 26. Let's start with 24. Do you recognize
23 that document?

24 A. It looks like the YOLOClothing.com's trademark
25 application for jewelry.

1 Q. Bearing what serial number?

2 A. 76573605.

3 Q. When was that filed?

4 A. January 30th, 2004.

5 Q. Do you know that from looking at the document?

6 A. Yes.

7 Q. Have you seen that document before today?

8 A. Yes.

9 Q. Is that a true and correct copy of what you
10 have seen?

11 A. Yes.

12 Q. Is it fair to say that's a summary?

13 A. Yes.

14 Q. Of the application?

15 A. Yes.

16 Q. I'll show you what is marked as Forster 25.
17 Do you recognize that?

18 A. Yes. It looks like our YOLO Sportswear, LLC's
19 opposition to the aforementioned trademark application
20 by YOLOClothing.com.

21 Q. When was that filed or what is the date of
22 that?

23 A. June 30th, 2005.

24 Q. Is that a fair and accurate copy of the
25 application?

1 A. Yes.

2 Q. Is it fair to say there's a cover letter on
3 there, too?

4 A. Yes.

5 Q. The grounds, as far as I'm not asking for
6 legal conclusions or answers. What was the grounds for
7 that opposition to the '05 jewelry application?

8 A. Again, it's using the YOLO name.

9 -----

10 (Whereupon Exhibit No. Forster 27,
11 Answer to Opposition, was marked for
12 identification.)

13 -----

14 BY MS. THRONE:

15 Q. I'm showing you Forster 27. Have you seen
16 that document before?

17 A. Yes.

18 Q. What is that?

19 A. It looks like the answer from
20 YOLOClothing.com, to our opposition of their trademark.

21 Q. That is what brings us here today?

22 A. Yes.

23 Q. As far as you understand it, what is the
24 status of YOLO Sportswear, LLC's application to the US
25 Trademark, the Patent and Trademark Office?

1 A. As far as I understand it, if I have it all
2 correct, our application is on hold because even though
3 YOLO Clothing, LLC's two first trademark applications
4 were denied. The third one for jewelry is still
5 holding our application up for approval in the
6 trademark office.

7 So, backing up again, there were offers made
8 and on -- there were offers made and discussions to
9 YOLOClothing.com, where they agreed to this, in
10 writing, with us, that they will drop the
11 YOLOClothing.com. They would then take
12 YOLOJewelry.com, so there would be no confusion with
13 the clothing end of things.

14 And they would, I forget the other specifics.
15 They're in e-mails and correspondence with my attorney.
16 Again, they still had agreed to royalty fees and such,
17 all up until this point. So I'm trying to think of the
18 series of events.

19 Q. So, the status of the parties to date is what
20 between YOLO -- when I say the parties, YOLO Clothing
21 and YOLO Sportswear?

22 A. YOLO -- the status of YOLO Clothing is that
23 the first two marks have been put aside.

24 Q. As far as the relationship between the parties
25 and discussions?

1 A. The relationship, there have not been
2 discussions in months and months. The last discussion
3 I can recall or e-mail, was that when we sent in this
4 opposition to their jewelry mark, they sent an e-mail
5 that -- one I do recall is that they couldn't get an
6 answer in time, to our opposition. So, they asked
7 would we be willing, YOLO Sportswear to extend thirty
8 days to them, to get their letter in writing, which we
9 did.

10 In the same time, you know, there was still an
11 e-mail that said we will shut down YOLOClothing.com,
12 which they did not.

13 Q. How do you know they haven't?

14 A. Because I have found it through other sources
15 on the web. I can't get into it personally in my YOLO
16 web site screen name, e-mail address nor my personal
17 e-mail address can I get in.

18 Q. Are they using the YOLO name?

19 A. Yes.

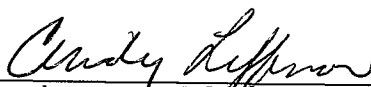
20 Q. Are they using You Only Live Once?

21 A. In their marketing, yes, on the page. The
22 clothing itself is YOLO, Y-O-L-O.

23 Q. And just to summarize, have your customers
24 commented to you about this use of -- their use of YOLO
25 and/or You Only Live Once?

C E R T I F I C A T E

I hereby certify that the proceedings and testimony taken by and before me are contained fully and accurately in the notes of testimony, and that the foregoing is a true and correct transcript of the same.



Cindy D. Liffman
Court Reporter and Notary Public

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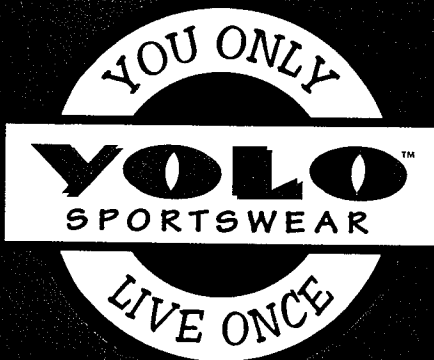
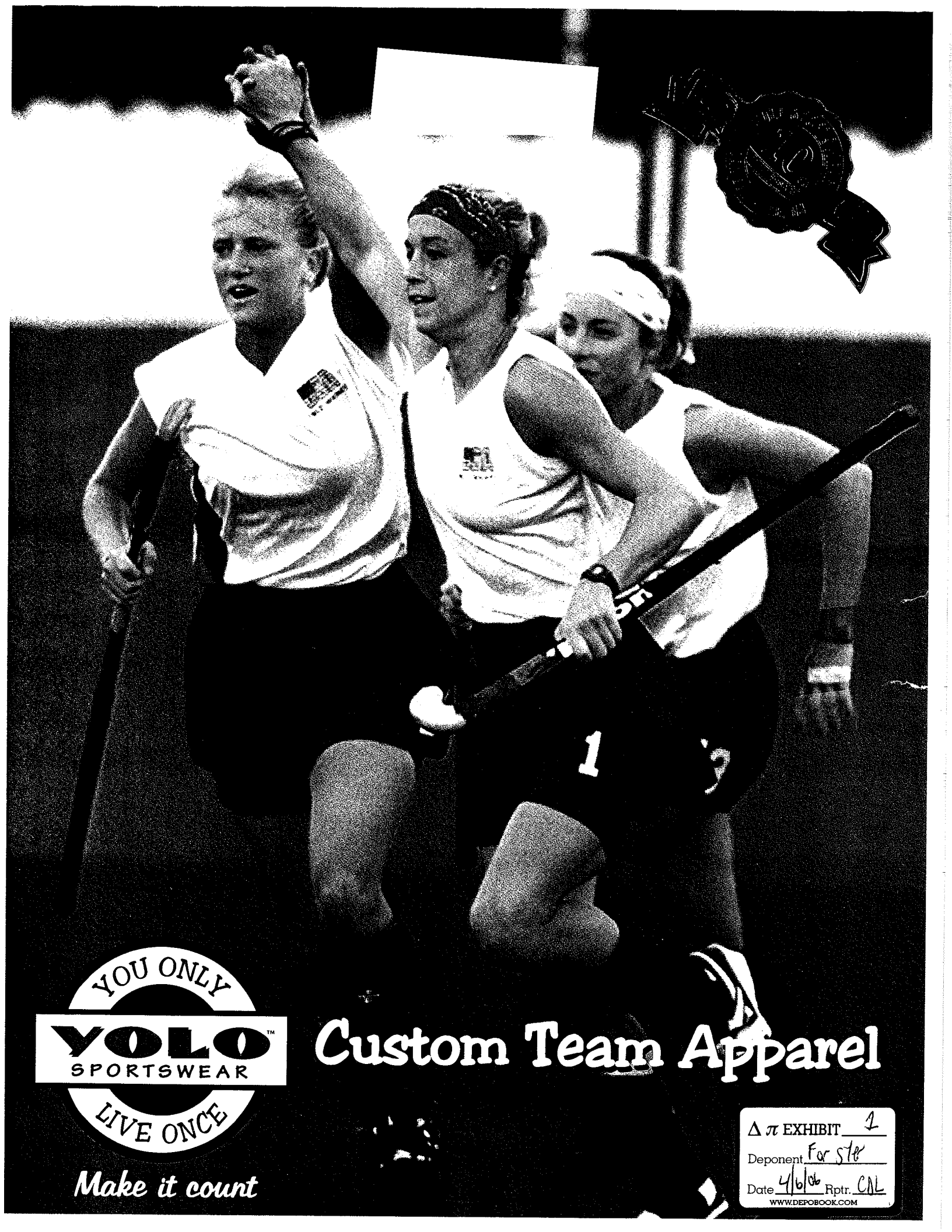
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<p>wait [1] - 4:2 walk [2] - 20:24, 37:6 walking [1] - 19:1</p>			

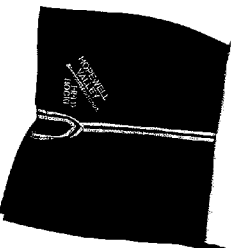
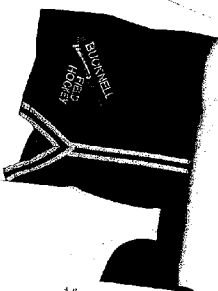
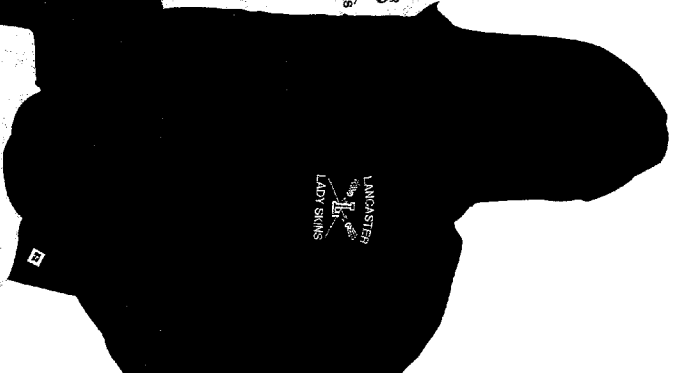
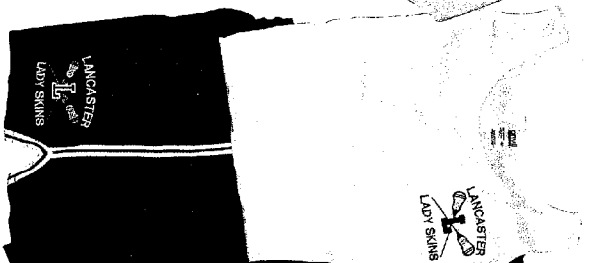


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The Original Practice Pack



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OPTIONAL FEATURES

• Add a second free or Tank Add a hooded sweatshirt Add a Sweatpant Available in straight leg

OPTIONAL FEATURES

• Add a second free or Tank Add a hooded sweatshirt Add a Sweatpant Available in straight leg

STOCK SHORTS

YOLO Stock Mesh Shorts are available in these colors: Navy, Red, Maroon, Black, and Forest Green All shorts include matching 1/2" braid and 4" inseam

The Practice Pack 2



CSG
FIELD HOCKEY

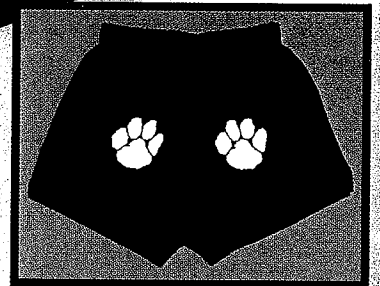


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BUTT PRINT

STANDARD FEATURES

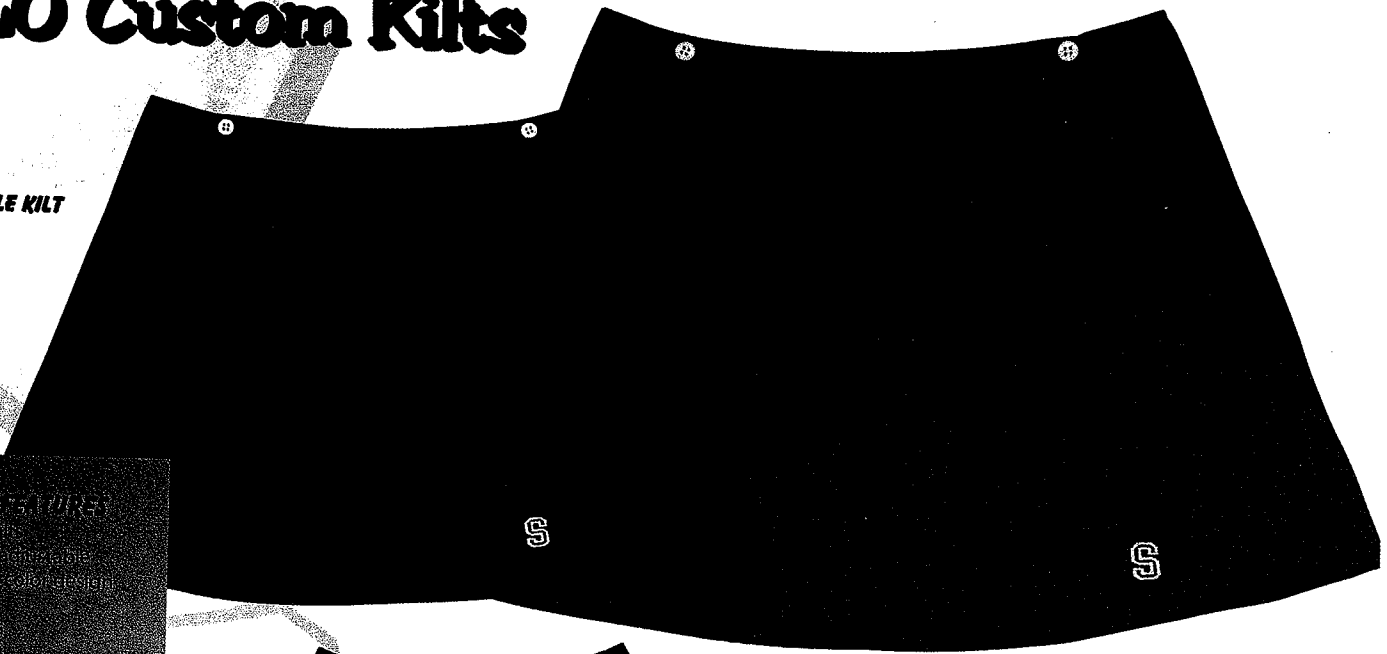
- Pack minimum of \$50.00
- White cotton shorts
- White 100% cotton t-shirt
OR
- White 100% cotton tank top
- One color print left chest/leg
- 20 pack minimum

OPTIONAL FEATURES

- Sub a long sleeve Tee
- Sub a ringer Tee
- Add a second Tee or tank
- Add a Hooded Sweatshirt
- Add a Sweatpant
—available in straight leg
- Add a "Butt print"

YOLO Custom Kilts

REVERSIBLE KILT



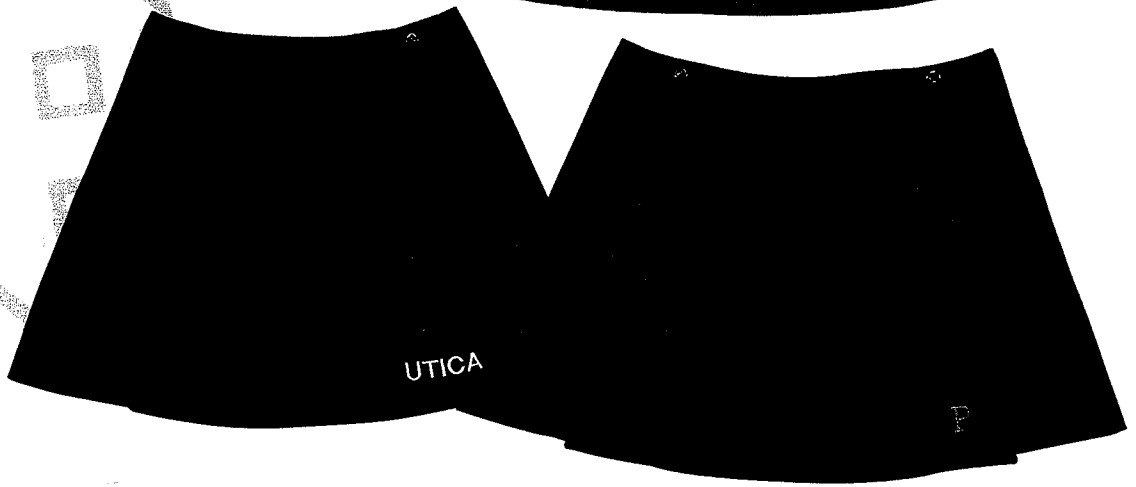
STANDARD FEATURES

- Available in many colors
- Available in many colors/designs
- Comfort Kilts
 - Elastic waist
 - Solid color design
- Zip Back Kilts
 - Zipper back closure
 - Plastic side inserts
 - Solid color design

OPTIONAL FEATURES

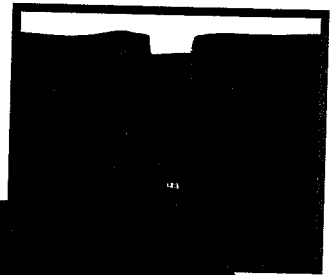
- Reversible Kilts
 - Embroider one or **BOTH** sides
- Comfort Kilts
 - Add a left side-contrasting panel
 - Add two contrasting panels
 - Embroider the front left
- Zip Back Kilts
 - Embroider the front left

All kilts can be manufactured using nylon Supplex, Mock mesh, Micro-mesh, or Dazzle cloth.

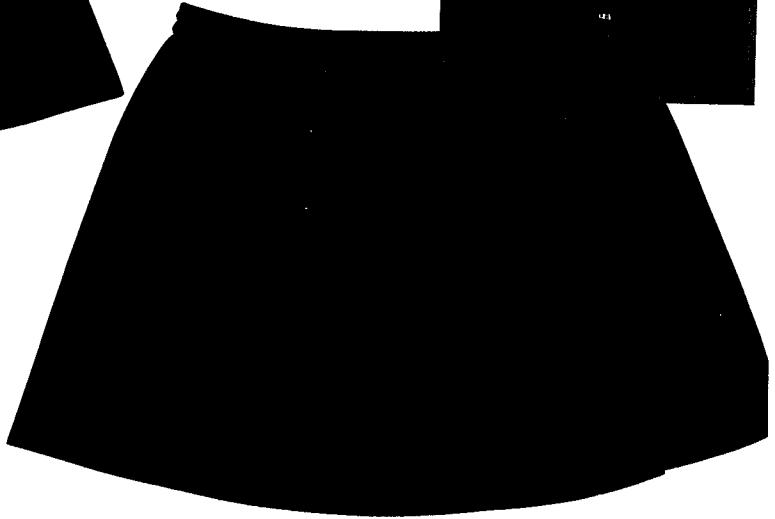


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National Tournament

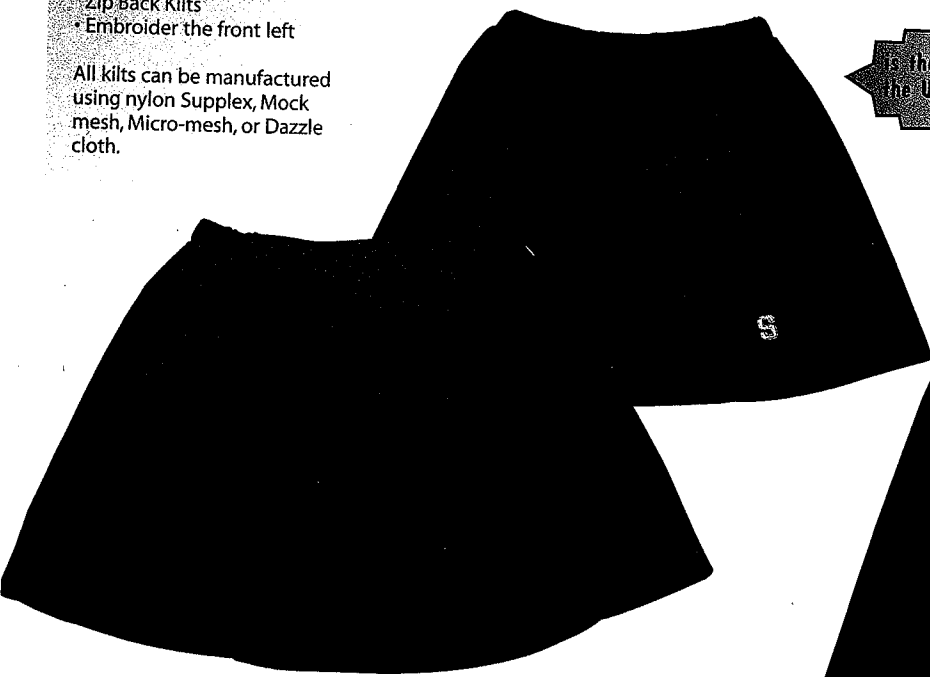
ZIP BACK DETAIL



ZIP BACK KILT



COMFORT KILT



YOLO Custom Uniforms

YOLO Sportswear
also provides the Dynamic
"Elite" Series Uniforms



STANDARD FEATURES

- Short Sleeve
- Self-material V-neck
- "Cap" short sleeves

Sleeveless

- Self-material V-neck
- Tank cut sleeveless

OPTIONAL FEATURES

- Short Sleeve
- Left-side contrasting panel
- Two contrasting panels
- Knit trim V-neck

Sleeveless

- Left-side contrasting panel
- Two contrasting panels
- Knit trim V-neck

All shirts can be manufactured using Mock mesh, Micro-mesh, or Dazzle cloth.



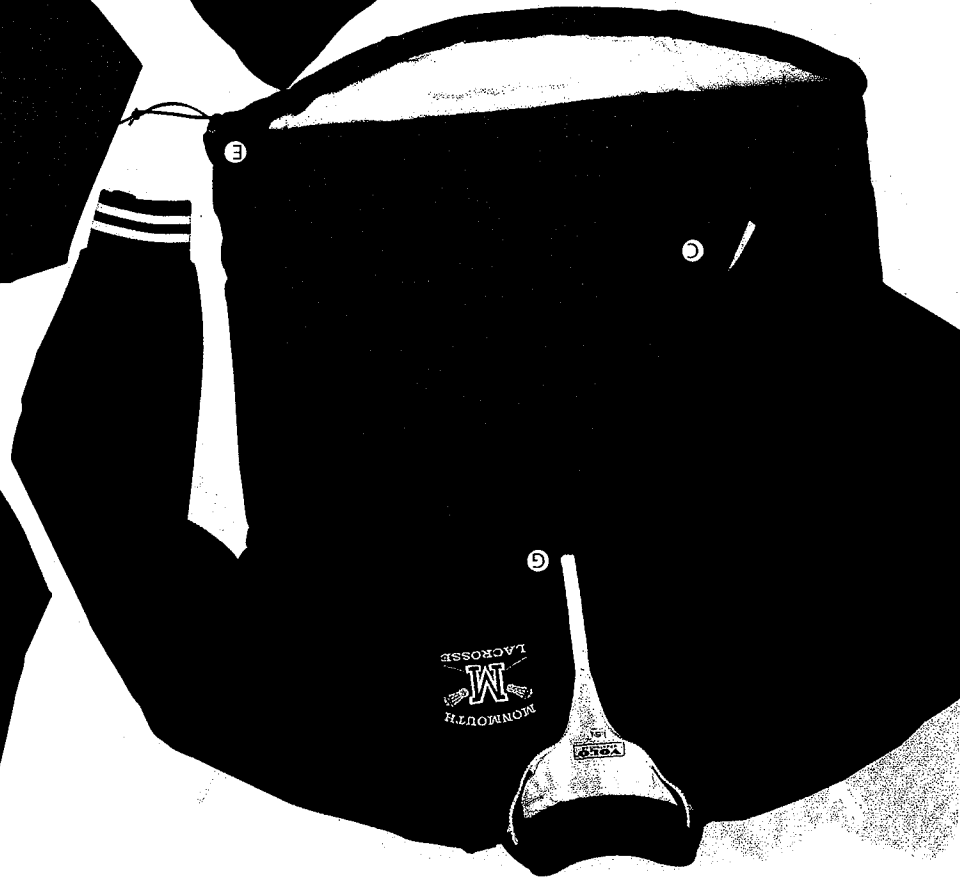
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OPTIONAL FEATURES

- Storm flap
- Waterproof breathable
- Coated Taffeta
- Nylon Supplex
- Oxford Nylon
- Two-tone
- Windblock lining
- Mesh lining
- Flannel lining
- Curved back tail
- Elastic cuffs
- Wind collar
- Self-material collar
- Roll-away hood
- Attached three ply hood

- (A) Roll-away hood
- (B) Attached three ply hood
- (C) Self-material collar
- (D) Wind collar
- (E) Elastic cuffs
- (F) Curved back tail
- (G) Mesh lining
- (H) Flannel lining
- (I) Windblock lining
- (J) Two-tone
- (K) Oxford Nylon
- (L) Nylon Supplex
- (M) Coated Taffeta
- (N) Storm flap

STANDARD FEATURES



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YOLO "Russell" Hooded Sweatshirt

50/50 9 ounce hoodie with two color print, elastic cuffs and waist, and drawstring hood. Graphite, Navy blue, Brown. S-XL. \$32

YOLO "Russell" Sweat Pant

50/50 9 ounce STRAIGHT LEG sweat pant with two color left leg print and drawstring waist. Graphite, Navy blue, Brown. S-XL. \$25



YOLO "Under Armour" Frequency Tee

Second skin fit cap sleeve tee with one color printed sticks on back. Navy blue, White, Pink, Light blue. S-L. \$30



YOLO "Russell" Officially Licensed College Tee

50/50 short sleeve T-shirt with Officially Licensed college two color print. Maryland, North Carolina, Not shown: Wake Forest, Princeton. S-L. \$20



YOLO Mesh Shorts

Two ply nylon mesh short, 4" inseam, V-notch legs with "Original" YOLO FH logo embroidered on left leg. White, Pink, Black, Light blue. S-XL. \$22

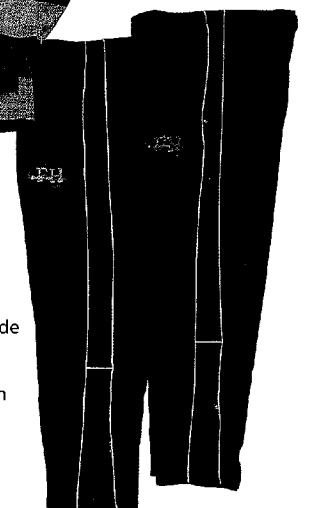


Pink/White Rugby

100% cotton classic 4" stripe with "Original" YOLO FH logo embroidered on left chest. S-L. \$55

YOLO Polyester Pants

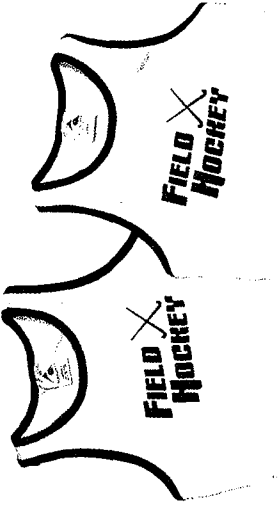
Soft double knit polyester pant, side pockets, straight leg with zippers, embroidered with "Original" YOLO FH logo. Black, Navy blue. S-L. \$40



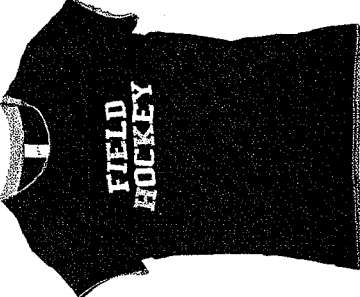
100% Cotton Short Sleeve Tee to match. S-XL. \$15



Long Sleeve Tee \$20.



FIELD HOCKEY

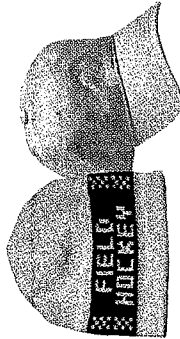


FIELD HOCKEY



FIELD HOCKEY BEATER

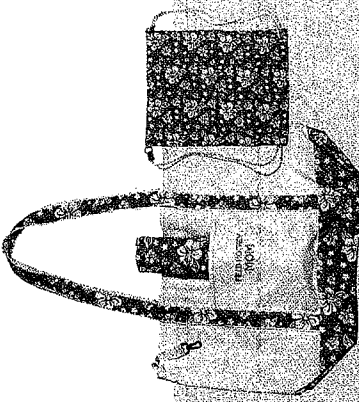
Brown Tee \$18.



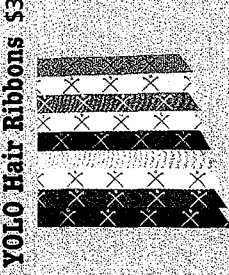
YOLO Beanie Hat \$15 YOLO "Y" Hat \$15

YOLO "Beater" Style Rib Knit Tank
100% cotton 2 x 1 rib knit women's tank top with one color print. Black, White. S-L. \$15

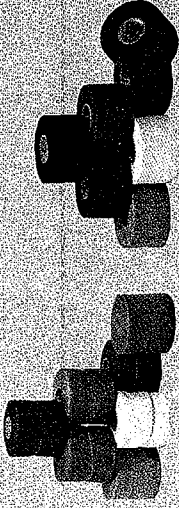
YOLO Cotton/Lycra Racerback Tank Top
90% cotton, 10% lycra with Coolmax shelf bra, waist length, and contrasting trim with one color print. White/black, White/navy. S-L. \$15



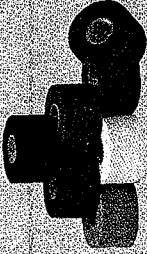
YOLO Field Hockey Mom Bags \$25



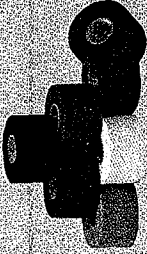
YOLO Hair Ribbons \$3



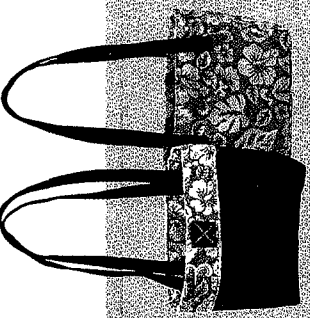
YOLO Hockey Balls \$5



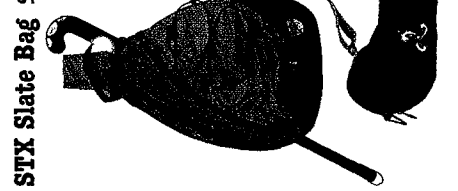
YOLO Pre-wrap \$3



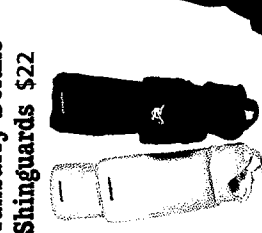
YOLO Stick Tape \$3



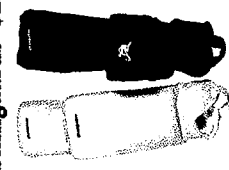
YOLO Reversible Handbag \$20



STX Slate Bag \$35



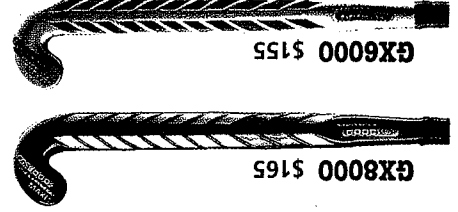
Granbarry Deluxe Shinguards \$22



STX Stick Bag \$28



Granbarry Sling Bag \$35



STX 20/75 Composite \$140



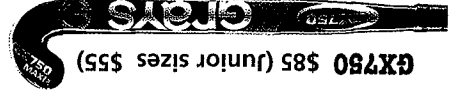
STX 40/55 Composite \$130



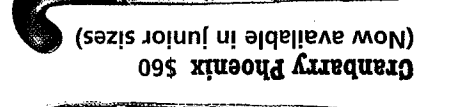
STX 70/25 Composite \$90



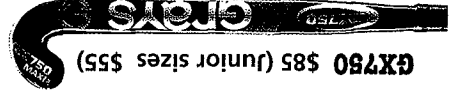
STX 85/10 Composite \$75



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GX750 \$85 (Junior sizes \$55)



G500 \$105



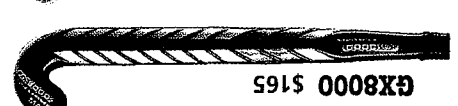
GX5000 \$115



GX7000 \$130

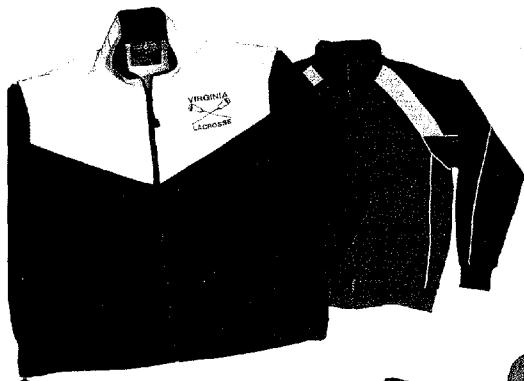


GX6000 \$155



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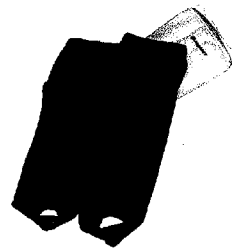
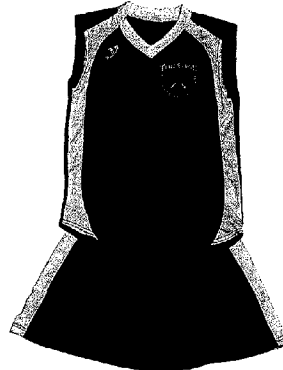
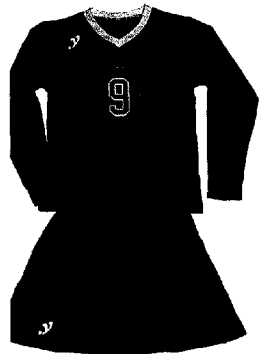
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Rugby shirts



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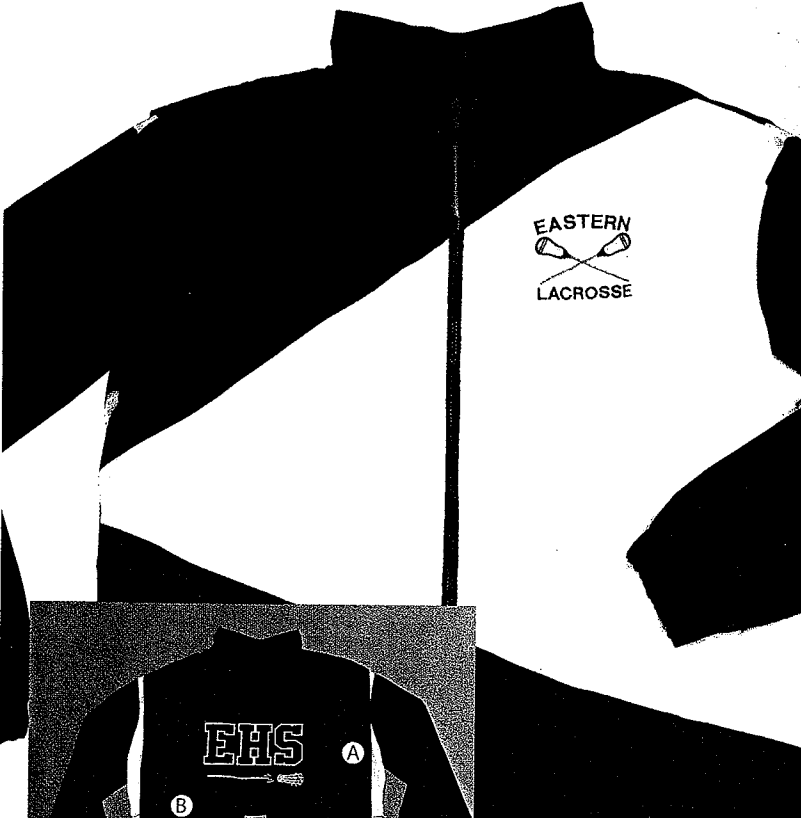
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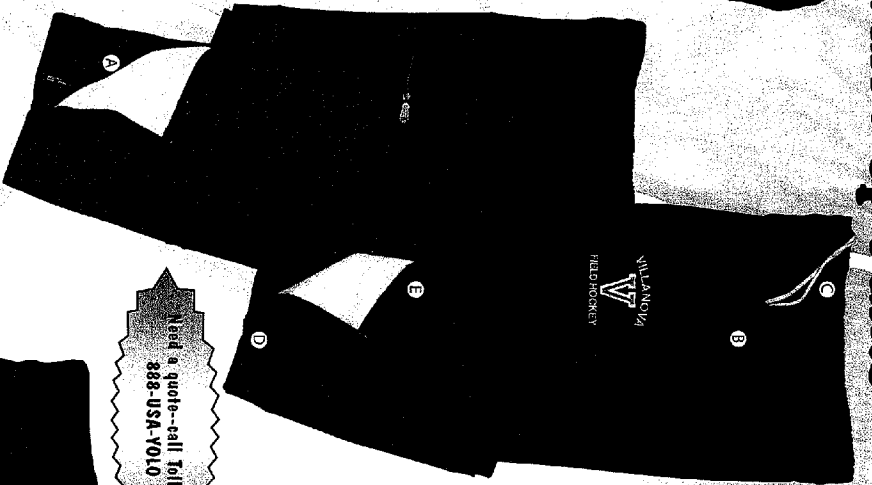
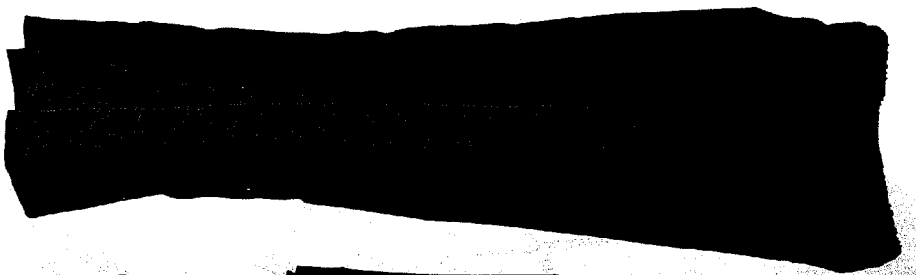
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 - B Long open cape back
 - C Welt pockets
 - D Knit cuffs and collar
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 - F V-front styling
 - G Full front zipper
- OPTIONAL FEATURES**
- Attached three ply hood
 - Roll-away hood
 - Self material collar
 - Wind collar
 - Elastic cuffs
 - Curved back tail
 - Flannel lining
 - Mesh lining
 - Windblock lining
 - Two tone/Wedge block
 - Oxford Nylon
 - Nylon Supplex
 - Coated Taffeta
 - Waterproof breathable
 - Storm flap

Custom Warm-Up Pants



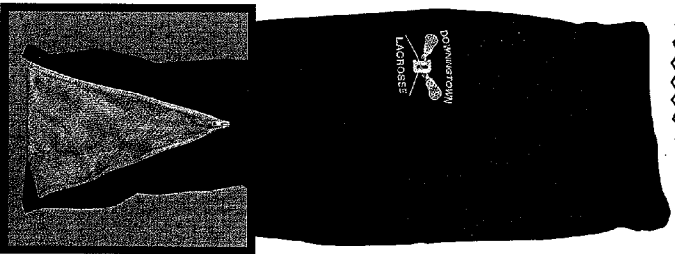
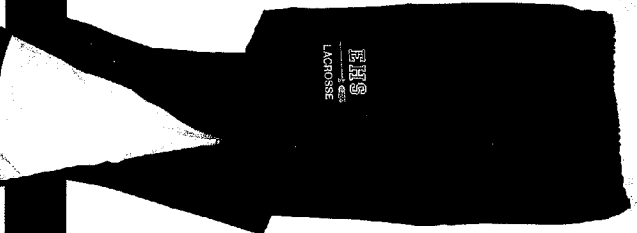
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- A Nylon Spandex
- B Moisture wicking
- C Reinforced foot patch
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- E Zipper storm flap

ADDITIONAL FEATURES

- Soft, stretch fabric
- Reinforcing side panel
- Moisture wicking insert
- Mesh lining
- Windblock lining
- Extra Nylon
- Nylon Spandex
- Coated Taffeta
- Mock mesh
- Tricot mesh
- Waterproof/breathable
- Zipper storm flap



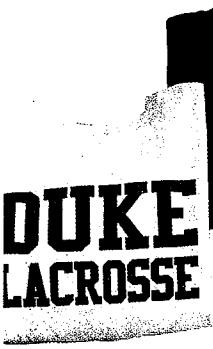
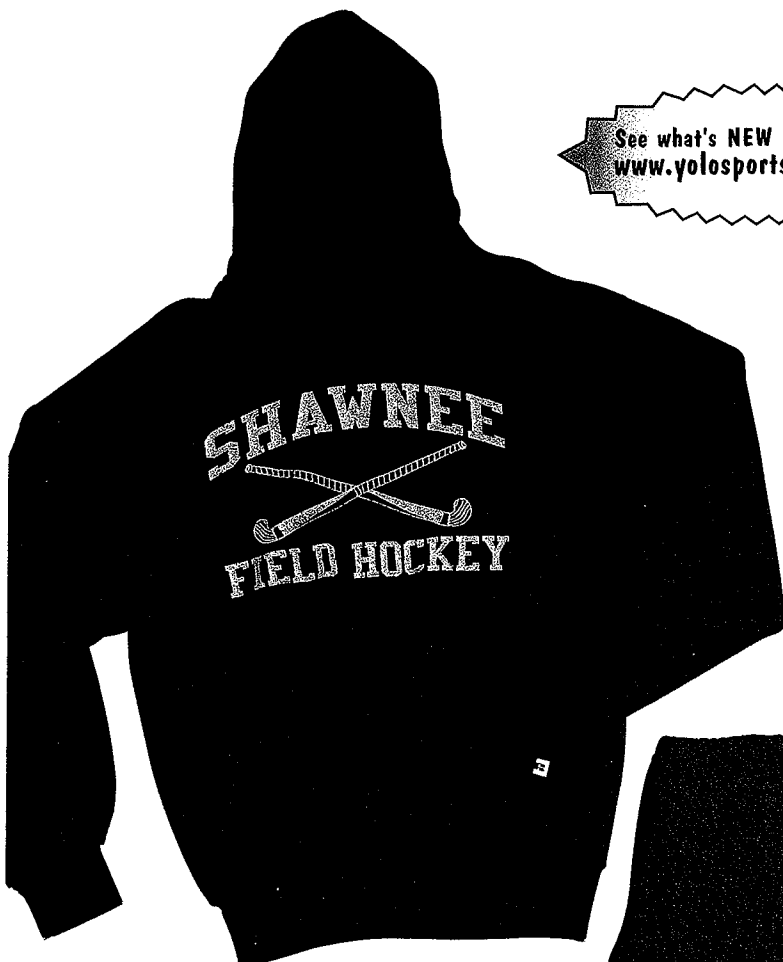
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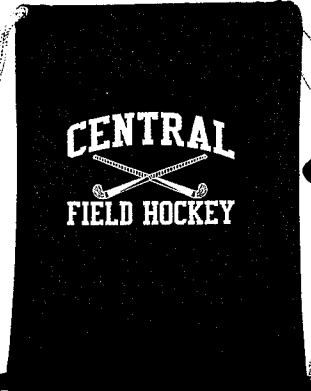
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Mesh Shorts

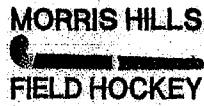
YOLO Sportswear Embroidery - The BEST in the Business!



A



B



C



D



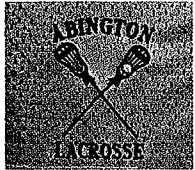
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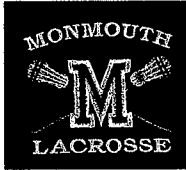
F

Stock Logos:

YOLO Sportswear has developed the most authentic and detailed stock logos available. You can choose from a variety of designs- crossed sticks, diagonal stick, or flat stick and we'll add your school name and/or mascot to create the look that's unique to your team.



G



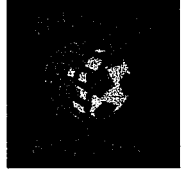
H



I



J



K



L

Custom Logos:

YOLO Sportswear can also create a custom embroidered logo for you. If you can provide us with the artwork we can get you a quote - it's LESS than you think!

Outerwear Material Colors:

	Red	Black	Navy	Cardinal	Maroon	Royal	Grey	Purple	Forest	Kelly	White	Brown	Orange	Athletic Gold	Columbia	Old Gold
Oxford Nylon	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Nylon Supplex	■	■	■	■	■	■	■	■	■	■	■	N/A	■	■	N/A	N/A
Coated Nylon Taffeta	■	■	■	N/A	■	■	N/A	N/A	■	N/A	■	N/A	N/A	■	N/A	N/A
Waterproof Breathable	■	■	■	N/A	■	■	N/A	N/A	■	N/A	■	N/A	N/A	■	■	N/A



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287 S. Main Street, Suite 12
Lambertville, NJ 08530

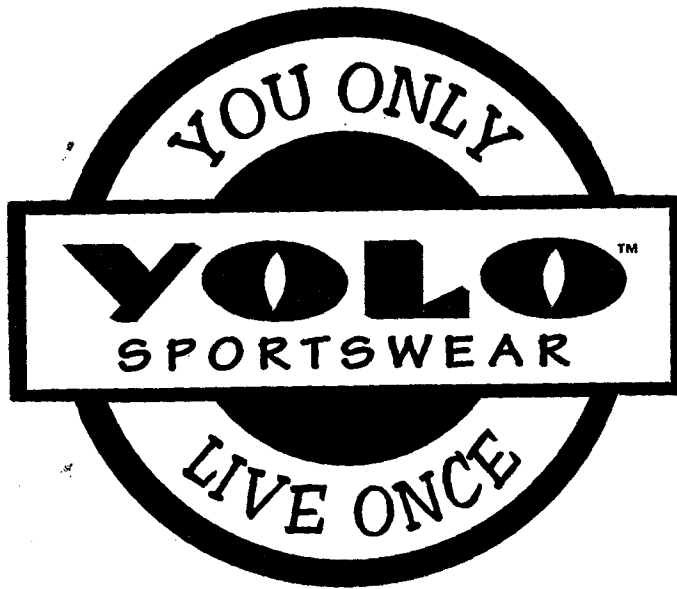
Phone: 609-397-7888

Fax: 609-397-9442



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YOLO Sportswear
is committed to providing
you only the highest quality
clothing. If you have any questions or problems
with regards to your apparel purchase, please do
not hesitate to contact us at 888-USA-YOLO.

SIZE _____

PRICE _____

$\Delta \pi$ EXHIBIT 2
Deponent Forster
Date 4/6/06 Rptr. COZ
WWW.DEPOBOOK.COM



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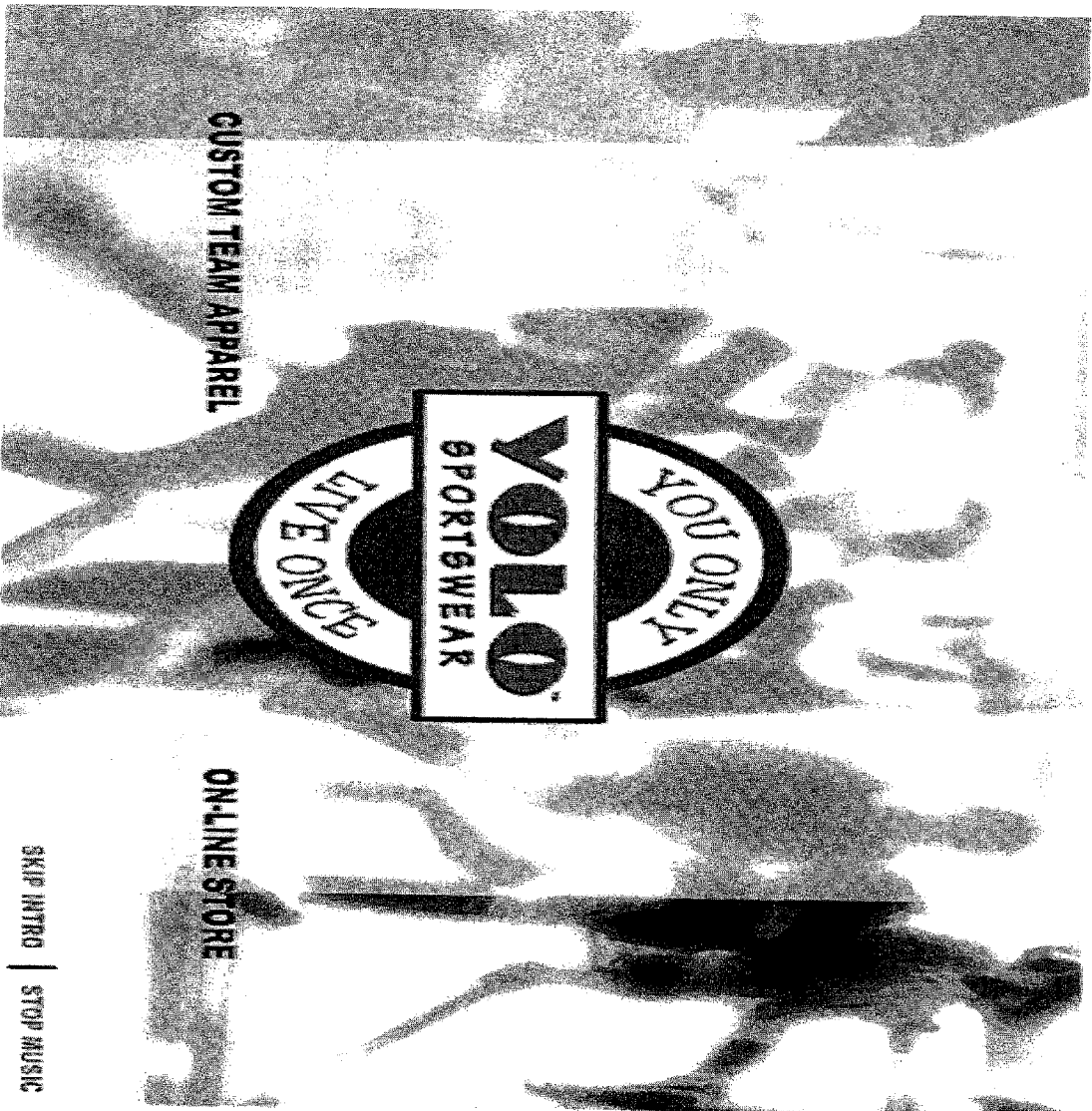


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 Date 4/6/06 Rptr. CO
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CUSTOM TEAM APPAREL

ON-LINE STORE

SKIP INTRO | STOP MUSIC

Δ π EXHIBIT	4
Department	FORTIC
Date	4/6/06
Printed By	CDL
WWW.YOLOSPORTSWEAR.COM	



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[Under Armour](#)
[Discontinued Items](#)
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YOLO Equipment Package 1
\$110.00



YOLO Field Hockey Rugby Shirt
\$55.00



YOLO Brown Tee
\$18.00

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04. GRAYS GX7000
05. Cranberry Deluxe Shinguard
06. Straight Leg Sweatpants - Graphite
07. Hooded Sweatshirt - Brown
08. GRAYS GX6000 Turbo
09. YOLO Dri-Tec Long Sleeve V-neck
10. GRAYS GX8000

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- Custom Uniforms
- Custom Jackets
- Custom Warm-up Pants
- Sweatshirts and Sweatpants
- Rugby shirts
- Tie-dye T-shirts
- Team Shorts
- Under Armour
- Stock Game Day Gear
- Team Bags

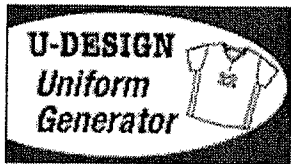
YOLO Sportswear is a full service custom team apparel company established in 1996 to service the needs of the field hockey and women's lacrosse markets. As a major sponsor of USA Field Hockey, the National Field Hockey Coaches Association, and US Lacrosse, we are continuing our mission to support the sports we service and specialize in. Our growth and success have been directly attributed to our customers — THANK YOU!

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- NFHCA
- USL National Tournament
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Create your team's uniform with the U-Design Uniform Generator.



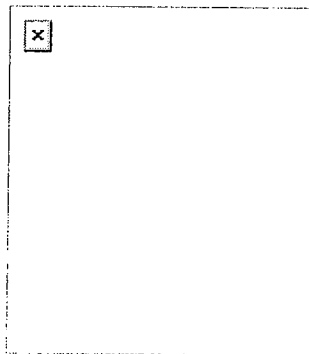
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new!



YOLO Jacket Generator

YOLO Rugby Shirt Generator



Custom Mesh Shorts

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|01|26|2004

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YOLO Equipment
Package 2
\$145.00

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Contact YOLO Sportswear

There are number of ways you can contact us at YOLO Sportswear.

YOLO Sportswear

287 S. Main Street, Suite 12
Lambertville, NJ 08530

Toll Free 888-USA-YOLO

Phone 609-397-7888

Fax 609-397-9442

E-mail

Contact info@yolosportswear.com

Chris Fechter (NJ and National Sales)

Karen Forster

Kris LaPaglia (NY, New England Sales) 716-652-1809

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04. GRAYS GX7000
05. Cranberry Deluxe Shinguard
06. Straight Leg Sweatpants - Graphite
07. Hooded Sweatshirt - Brown
08. GRAYS GX6000 Turbo
09. YOLO Dri-Tec Long Sleeve V-neck
10. GRAYS GX8000

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hot picks!



YOLO Long Sleeve
Dri-Release Tee
\$25.00

quick find



Use keywords to find
the product you are
looking for.

Advanced Search

YOLO Sportswear Shipping/Handling

YOLO uses UPS ground service shipping. Next day and 2nd day air shipping is available for an additional rate, please inquire. In stock items will normally ship within 1-2 days of receipt of your order. If an item is temporarily out of stock, you will be notified via e-mail.

YOLO currently ships only in the continental United States and Canada. Shipments to Hawaii and Alaska will need to be quoted.

Each order will have a minimum \$8.00 shipping and handling charge.

The chart below will act as a guide to additional charges:

\$0.00 - \$50.00	\$8.00
\$51.00 - \$125.00	\$10.00
\$126.00 - \$500.00	\$12.00
\$501+	Call for quote

These rates do not apply to oversized items where the combined length and width exceeds the guidelines set forth by UPS. Additional charges will apply.

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04. GRAYS GX7000
05. Cranberry Deluxe Shinguard
06. Straight Leg Sweatpants - Graphite
07. Hooded Sweatshirt - Brown
08. GRAYS GX6000 Turbo
09. YOLO Dri-Tec Long Sleeve V-neck
10. GRAYS GX8000

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YOLO Brown Tee
\$18.00

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Welcome, Please Sign In

This part of the YOLO Sportswear web site uses a security protocol call SSL to secure the information you send and receive. You can tell when a site is using this protocol when the address begins with https:, plus some browsers will display a small lock icon. All of the information you send in this form is encrypted using SSL.

New Customer

I am a new customer.

By creating an account at YOLO Sportswear you will be able to shop faster, be up to date on an orders status, and keep track of the orders you have previously made.

Returning Customer

I am a returning customer.

E-Mail

Address:

Password:

[Password forgotten? Click here.](#)

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0 items

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01. YOLO Hair Ribbons
02. YOLO Pre-wrap
03. Hooded Sweatshirt - Graphite
04. GRAYS GX7000
05. Cranbarry Deluxe Shinguard
06. Straight Leg Sweatpants - Graphite
07. Hooded Sweatshirt - Brown
08. GRAYS GX6000 Turbo
09. YOLO Dri-Tec Long Sleeve V-neck
10. GRAYS GX8000

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YOLO Brown Tee
\$18.00

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Advanced Search

YOLO Calendar of Events

USFHA National Hockey Festival

West Palm Beach, FL
November 24, 2005 - November 27, 2005

NFHCA Annual Convention

Philadelphia, PA
January 6, 2006 - January 8, 2006

YOLO Sportswear is an Official Sponsor of the NFHCA. Stop by and see us at the convention and play with our new "U-Design" Uniform generator and check out our awesome new uniforms!

Ultimate Performance Field Hockey Clinic

Atlantic City, NJ
January 12, 2006 - January 13, 2006

USFHA National Indoor

Richmond, VA (U19)
March 3, 2006 - March 5, 2006

USFHA National Indoor

Richmond, VA (U14/U16)
March 24, 2006 - March 26, 2006

USL Women's Division National Tournament

Lehigh University, Bethlehem, PA
May 27, 2006 - May 28, 2006
YOLO Sportswear is the Official Apparel Sponsor of the US Lacrosse Women's Division National Tournament.

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02. YOLO Pre-wrap
03. Hooded Sweatshirt - Graphite
04. GRAYS GX7000
05. Cranberry Deluxe Shinguard
06. Straight Leg Sweatpants - Graphite
07. Hooded Sweatshirt - Brown
08. GRAYS GX6000 Turbo
09. YOLO Dri-Tec Long Sleeve V-neck
10. GRAYS GX8000

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Serial Number: 78376061

Registration Number: (NOT AVAILABLE)

Mark

YOLO SPORTSWEAR

(words only): YOLO SPORTSWEAR

Standard Character claim: Yes

Current Status: Further action on the application has been suspended.

Date of Status: 2005-07-12

Filing Date: 2004-03-01

Transformed into a National Application: No

Registration Date: (DATE NOT AVAILABLE)

Register: Principal

Law Office Assigned: LAW OFFICE 101

Attorney Assigned:
IM JEAN H Employee Location

Current Location: L1X -TMEG Law Office 101 - Examining Attorney Assigned

Date In Location: 2005-05-16

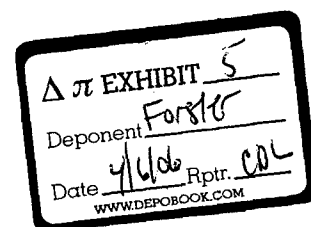
LAST APPLICANT(S)/OWNER(S) OF RECORD

1. YOLO SPORTSWEAR, LLC

Address:

YOLO SPORTSWEAR, LLC
287 SOUTH MAIN STREET, SUITE 12
LAMBERTVILLE, NJ 08530
United States

Legal Entity Type: Ltd Liab Co



State or Country Where Organized: United States

Phone Number: 609.397.7888

Fax Number: 609.397.9442

GOODS AND/OR SERVICES

International Class: 025

WOMEN'S, MEN'S, BOYS AND GIRLS WEARING APPAREL, NAMELY, SHIRTS, T-SHIRTS, TANK TOPS, BLOUSES, JACKETS, BEACH AND SWIMMING COVER-UPS, PANTS, DRESSES, SHORTS, WALKING SHORTS, SKIRTS, GLOVES, TIES, NECKWEAR, HOSIERY, SOCKS, STOCKINGS, TIGHTS, HATS, OUTERWEAR NAMELY, JACKETS, COATS, AND VESTS, SWEATERS, RAINWEAR, RAINCOATS, CAPES, PONCHOS, SHOES, BOOTS, SLIPPERS, TENNIS AND GOLF DRESSES, TENNIS AND GOLF SHORTS, WARM-UP SUITS, SWEAT PANTS, SWEAT SHIRTS, SWEAT SHORTS, SWEAT SUITS, JOGGING SUITS, ATHLETIC FOOTWEAR, GYM SHORTS, SCARVES, NIGHTGOWNS, NIGHT SHIRTS, PAJAMAS, SLEEPWEAR AND LOUNGEWEAR PRODUCTS, NAMELY, BRIEFS, BOXER SHORTS, ATHLETIC SHIRTS AND BOTTOMS, T-SHIRTS AND TANK TOPS, UNDERSHIRTS, UNDERPANTS AND UNDERSHIRTS, ROBES, KNITTED AND WOVEN SLEEPWEAR, NAMELY, SLEEP SHIRTS, PAJAMA TOPS, PAJAMA BOTTOMS, KNITTED AND WOVEN LOUNGEWEAR

First Use Date: 1996-04-01

First Use in Commerce Date: 1996-04-01

Basis: 1(a)

ADDITIONAL INFORMATION

Disclaimer: "SPORTSWEAR"

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

2005-07-12 - Report Completed Suspension Check Case Still Suspended

2004-11-09 - LETTER OF SUSPENSION E-MAILED

2004-11-09 - Suspension Letter Written

2004-10-14 - Teas/Email Correspondence Entered

2004-09-30 - Communication received from applicant

2004-09-30 - TEAS Response to Office Action Received

2004-09-18 - Non-final action e-mailed

2004-09-18 - Non-Final Action Written

2004-09-18 - Case file assigned to examining attorney

2004-03-17 - New Application Entered In Tram

CORRESPONDENCE INFORMATION

Correspondent

MARK G. MCCREARY (Attorney of record)

MARK G. MCCREARY
FOX ROTHSCHILD LLP
2000 MARKET STREET, TENTH FLOOR
PHILADELPHIA, PA 19103

Phone Number: (215) 299-2010

Fax Number: (215) 299-2150

PTO Form 1478 (Rev 4/2000)

OMB Control #0651-0009 (Exp. 08/31/2004)

Trademark/Service Mark Application, Principal Register

The table below presents the data as entered.

Input Field	Entered
MARK SECTION	
STANDARD CHARACTER FORMAT	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	YOLO SPORTSWEAR
MARK STATEMENT	The mark is presented in standard character format without claim to any particular font style, size or color.
OWNER SECTION	
NAME	YOLO SPORTSWEAR, LLC
STREET	287 SOUTH MAIN STREET, SUITE 12
CITY	LAMBERTVILLE
STATE	NJ
ZIP/POSTAL CODE	08530
COUNTRY	USA
PHONE	609.397.7888
FAX	609.397.9442
AUTHORIZED EMAIL COMMUNICATION	No
LEGAL ENTITY SECTION	
TYPE	LIMITED LIABILITY COMPANY
STATE/COUNTRY UNDER WHICH ORGANIZED	USA
GOODS AND/OR SERVICES SECTION	
INTERNATIONAL CLASS	025
	WOMEN'S, MEN'S, BOYS AND GIRLS WEARING APPAREL, NAMELY, SHIRTS, T-SHIRTS, TANK TOPS, BLOUSES, JACKETS, BEACH AND SWIMMING COVER-UPS, PANTS, DRESSES,

DESCRIPTION TEXT	SHORTS, WALKING SHORTS, SKIRTS, GLOVES, TIES, NECKWEAR, HOSIERY, SOCKS, STOCKINGS, TIGHTS, HATS, OUTERWEAR NAMELY, JACKETS, COATS, AND VESTS, SWEATERS, RAINWEAR, RAINCOATS, CAPES, PONCHOS, SHOES, BOOTS, SLIPPERS, TENNIS AND GOLF DRESSES, TENNIS AND GOLF SHORTS, WARM-UP SUITS, SWEAT PANTS, SWEAT SHIRTS, SWEAT SHORTS, SWEAT SUITS, JOGGING SUITS, ATHLETIC FOOTWEAR, GYM SHORTS, SCARVES, NIGHTGOWNS, NIGHT SHIRTS, PAJAMAS, SLEEPWEAR AND LOUNGEWEAR PRODUCTS, NAMELY, BRIEFS, BOXER SHORTS, ATHLETIC SHIRTS AND BOTTOMS, T-SHIRTS AND TANK TOPS, UNDERSHIRTS, UNDERPANTS AND UNDERSHIRTS, ROBES, KNITTED AND WOVEN SLEEPWEAR, NAMELY, SLEEP SHIRTS, PAJAMA TOPS, PAJAMA BOTTOMS, KNITTED AND WOVEN LOUNGEWEAR
FILING BASIS	Section 1(a)
FIRST USE ANYWHERE DATE	04/01/1996
FIRST USE IN COMMERCE DATE	04/01/1996
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SPECIMEN DESCRIPTION	CLOTHING LABEL
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SIGNATURE	/MARK G. MCCREARY/
SIGNATORY NAME	MARK G. MCCREARY
SIGNATORY DATE	03/01/2004
SIGNATORY POSITON	ATTORNEY
PAYMENT SECTION	
NUMBER OF CLASSES	1
NUMBER OF CLASSES PAID	1
SUBTOTAL AMOUNT	335
TOTAL AMOUNT	335
ATTORNEY	
NAME	MARK G. MCCREARY
FIRM NAME	FOX ROTHSCHILD LLP

STREET	2000 MARKET STREET, TENTH FLOOR
CITY	PHILADELPHIA
STATE	PA
ZIP/POSTAL CODE	19103
COUNTRY	USA
PHONE	(215) 299-2010
FAX	(215) 299-2150
EMAIL	MMCCREARY@FOXROTHSCHILD.COM
AUTHORIZED EMAIL COMMUNICATION	Yes
ATTORNEY DOCKET NUMBER	YOL-010
OTHER APPOINTED ATTORNEY(S)	TRISTRAM R. FALL, III; ANDREW B. KATZ
CORRESPONDENCE SECTION	
NAME	MARK G. MCCREARY
FIRM NAME	FOX ROTHSCHILD LLP
STREET	2000 MARKET STREET, TENTH FLOOR
CITY	PHILADELPHIA
STATE	PA
ZIP/POSTAL CODE	19103
COUNTRY	USA
PHONE	(215) 299-2010
FAX	(215) 299-2150
EMAIL	MMCCREARY@FOXROTHSCHILD.COM
AUTHORIZED EMAIL COMMUNICATION	Yes

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YOLO SPORTSWEAR

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2. If correspondence should be sent to a different address (e.g., an address other than applicant's physical address), enter the proper information in each field.
3. To have these changes uploaded, click on the "Refresh and Go Back" button at the end of the form.
4. If no changes must be made, click on the "Go Back" button to return to the Validation Page.

CORRESPONDENCE INFORMATION	
MARK G. MCCREARY FOX ROTHSCHILD LLP 2000 MARKET STREET, TENTH FLOOR PHILADELPHIA PA 19103	
* Name	MARK G. MCCREARY
FirmName	FOX ROTHSCHILD LLP
Address	* Street 2000 MARKET STREET, TENTH FLOOR
	Internal Address
	* City PHILADELPHIA
	State Pennsylvania If not listed above, please select 'OTHER' and enter state here: <input type="text"/>
	* Country USA If not listed above, please select 'OTHER' and specify here: <input type="text"/>
	Zip/Postal Code 19103
Internet E-Mail Address	MMCCREARY@FOXROTHSCHILD.COM <input checked="" type="checkbox"/> Check here to <u>authorize</u> the USPTO to communicate with the applicant or its representatives via e-mail.

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Class #: 1

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Specimen:

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          WEARING APPAREL, NAMELY, SHIRTS, T-SHIRTS, TANK
          TOPS, BLOUSES, JACKETS, BEACH AND SWIMMING COVER-
          UPS, PANTS, DRESSES, SHORTS, WALKING SHORTS,
          SKIRTS, GLOVES, TIES, NECKWEAR, HOSIERY, SOCKS,
          STOCKINGS, TIGHTS, HATS, OUTERWEAR NAMELY,
          JACKETS, COATS, AND VESTS, SWEATERS, RAINWEAR,
          RAINCOATS, CAPES, PONCHOS, SHOES, BOOTS, SLIPPERS,
          TENNIS AND GOLF DRESSES, TENNIS AND GOLF SHORTS,
          WARM-UP SUITS, SWEAT PANTS, SWEAT SHIRTS, SWEAT
          SHORTS, SWEAT SUITS, JOGGING SUITS, ATHLETIC
          FOOTWEAR, GYM SHORTS, SCARVES, NIGHTGOWNS, NIGHT
          SHIRTS, PAJAMAS, SLEEPWEAR AND LOUNGEWEAR
          PRODUCTS, NAMELY, BRIEFS, BOXER SHORTS, ATHLETIC
          SHIRTS AND BOTTOMS, T-SHIRTS AND TANK TOPS,
          UNDERSHIRTS, UNDERPANTS AND UNDERSHIRTS, ROBES,
          KNITTED AND WOVEN SLEEPWEAR, NAMELY, SLEEP
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  <street>287 SOUTH MAIN STREET, SUITE 12</street>
  <city>LAMBERTVILLE</city>
  <state>NJ</state>
  <postal-code>08530</postal-code>
  <country-name>USA</country-name>
  <phone>609.397.7888</phone>
  <fax>609.397.9442</fax>
  <state-organized>USA</state-organized>
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  <signatory-name>MARK G. MCCREARY</signatory-name>
  <signatory-position>ATTORNEY</signatory-position>
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- <new-address>
  <name>MARK G. MCCREARY</name>
  <firm-name>FOX ROTHSCHILD LLP</firm-name>
  <street>2000 MARKET STREET, TENTH FLOOR</street>
  <city>PHILADELPHIA</city>
  <state>PA</state>
  <postal-code>19103</postal-code>
  <country-name>USA</country-name>
  <phone>(215) 299-2010</phone>
  <fax>(215) 299-2150</fax>
  <email

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authorized="y">MMCCREARY@FOXROTHSCHILD.COM</email>
 <attorney-docket-number>YOL-010</attorney-docket-number>
 <other-appointed-attorney>TRISTRAM R. FALL, III;
 ANDREW B. KATZ</other-appointed-attorney>
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 <firm-name>FOX ROTHSCHILD LLP</firm-name>
 <street>2000 MARKET STREET, TENTH FLOOR</street>
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 Office on the Principal Register established by the Act of July 5, 1946
 (15 U.S.C. Section 1051 et seq., as amended).</boilerplate-text>
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 with the applicant at the listed e-mail address.</boilerplate-text>
 </boilerplate>
 - <boilerplate>
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 <boilerplate-text>**The applicant, or the applicant's related company or licensee, is using the mark in commerce, and lists below the dates of use by the applicant, or the applicant's related company, licensee, or predecessor in interest, of the mark on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended.**</boilerplate-text>

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- <boilerplate>

<boilerplate-type>**SIGNATURE.APPLICATION**</boilerplate-type>

<boilerplate-description>**Application Signature Statement**</boilerplate-description>

<boilerplate-text>**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.**</boilerplate-text>

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PTO Form 1478 (Rev 4/2000)

OMB Control #0651-0009 (Exp. 08/31/2004)

Trademark/Service Mark Application, Principal Register**To the Commissioner for Trademarks:****MARK:** (Standard Character Format, see mark)

The applicant, YOLO SPORTSWEAR, LLC, a limited liability company organized under the laws of USA, residing at 287 SOUTH MAIN STREET, SUITE 12, LAMBERTVILLE, NJ USA 08530, requests registration of the trademark/service mark shown on the drawing page 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.

The applicant, or the applicant's related company or licensee, is using the mark in commerce, and lists below the dates of use by the applicant, or the applicant's related company, licensee, or predecessor in interest, of the mark on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended.

International Class 025: WOMEN'S, MEN'S, BOYS AND GIRLS WEARING APPAREL, NAMELY, SHIRTS, T-SHIRTS, TANK TOPS, BLOUSES, JACKETS, BEACH AND SWIMMING COVER-UPS, PANTS, DRESSES, SHORTS, WALKING SHORTS, SKIRTS, GLOVES, TIES, NECKWEAR, HOSIERY, SOCKS, STOCKINGS, TIGHTS, HATS, OUTERWEAR NAMELY, JACKETS, COATS, AND VESTS, SWEATERS, RAINWEAR, RAINCOATS, CAPES, PONCHOS, SHOES, BOOTS, SLIPPERS, TENNIS AND GOLF DRESSES, TENNIS AND GOLF SHORTS, WARM-UP SUITS, SWEAT PANTS, SWEAT SHIRTS, SWEAT SHORTS, SWEAT SUITS, JOGGING SUITS, ATHLETIC FOOTWEAR, GYM SHORTS, SCARVES, NIGHTGOWNS, NIGHT SHIRTS, PAJAMAS, SLEEPWEAR AND LOUNGEWEAR PRODUCTS, NAMELY, BRIEFS, BOXER SHORTS, ATHLETIC SHIRTS AND BOTTOMS, T-SHIRTS AND TANK TOPS, UNDERSHIRTS, UNDERPANTS AND UNDERSHIRTS, ROBES, KNITTED AND WOVEN SLEEPWEAR, NAMELY, SLEEP SHIRTS, PAJAMA TOPS, PAJAMA BOTTOMS, KNITTED AND WOVEN LOUNGEWEAR

In International Class 025: the mark was first used at least as early as 04/01/1996, and first used in commerce at least as early as 04/01/1996, and is now in use in such commerce. The applicant is submitting or will submit one specimen for *each class* showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) CLOTHING LABEL.

Specimen - 1: [693169242-01085334578-YOLOLABEL.jpg]

The mark is presented in standard character format without claim to any particular font style, size or color.

The literal element of the mark consists of YOLO SPORTSWEAR.

The applicant hereby appoints MARK G. MCCREARY and TRISTRAM R. FALL, III; ANDREW B. KATZ of FOX ROTHSCHILD LLP, 2000 MARKET STREET, TENTH FLOOR, PHILADELPHIA, PA USA 19103 to submit this application on behalf of the applicant. The attorney docket/reference

number is YOL-010.

The USPTO is authorized to communicate with the applicant or its representative at the following email address: MMCCREARY@FOXROTHSCHILD.COM

A fee payment in the amount of \$335 will be 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: /MARK G. MCCREARY/ Date: 03/01/2004

Signatory's Name: MARK G. MCCREARY

Signatory's Position: ATTORNEY

[Go Back](#)

PTO Form 1478 (Rev 9/98)
 OMB No. 0651-0009 (Exp. 08/31/2004)

Trademark/Service Mark Application, Principal Register

Version 2.11: 11/02/2003

Portable FORM

Each field name links to the relevant section of the "HELP" instructions that will appear at the bottom of the screen. Fields containing the symbol "*" **must** be completed; all other relevant fields should be completed if the information is known.

Important: ONCE AN APPLICATION IS SUBMITTED ELECTRONICALLY, THE OFFICE WILL IMMEDIATELY PROVIDE THE SENDER WITH AN ELECTRONIC ACKNOWLEDGMENT OF RECEIPT OF THE APPLICATION. Please contact PrinTEAS@uspto.gov within 24 hours of transmission (or by the next business day) if you do not receive this acknowledgment.

Contact Points:

For **general** trademark information, please e-mail TrademarkAssistanceCenter@uspto.gov, or telephone 1-800-786-9199. If you need help in resolving **technical** glitches, please e-mail PrinTEAS@uspto.gov. Please include your telephone number in your e-mail, so we can talk to you directly, if necessary. For **status** information on an application that has an assigned serial number, use <http://tarr.uspto.gov>, or telephone 703-305-8747.

NOTE: Do NOT attempt to check status until at least 45 days after submission of a filing, to allow sufficient time for our databases to be updated.

Applicant Information

Note: This identifies who **owns** the mark, **not necessarily** who is **filing** the application.

* **Name**
 [If an individual, use the following format: Last Name, First Name Middle Initial./Name]

Entity Type: Click on the **one** appropriate circle to indicate the applicant's entity type and enter the corresponding

<input type="radio"/> Individual	Country of Citizenship	<input type="text"/>
<input type="radio"/> Corporation	State or Country of Incorporation	<input type="text"/>
<input type="radio"/> Partnership	State or Country Where Organized	<input type="text"/>
<input type="radio"/> Limited Partnership		
<input type="radio"/> Joint Venture	Name and Citizenship of all General Partners, Active Members, Individual, Trustees, or Executors	<input type="text"/>
<input type="radio"/> Sole Proprietorship		
<input type="radio"/> Trust		
<input type="radio"/> Estate		

<input checked="" type="radio"/> Other	Specify Entity Type	LIMITED LIABILITY COMPANY LIMITED LIABILITY COMPANY
	State or Country Where Organized	USA
* Address	* Street Address	287 SOUTH MAIN STREET, SUITE 12
	Internal Address	
	* City	LAMBERTVILLE
	State	New Jersey
	* Country	USA
	Zip/Postal Code	08530
Phone Number	609.397.7888	
Fax Number	609.397.9442	
Internet E-Mail Address	<p>While the application may list an e-mail address for the applicant, applicant's attorney, and/or domestic representative, only one e-mail address may be used for correspondence, in accordance with the USPTO's e-mail policy. The applicant must keep this address current in the Office's records.</p> <p><input checked="" type="checkbox"/> Check here to authorize the USPTO to communicate with the applicant or its representative. NOTE: By checking this box, the applicant acknowledges that it is solely responsible for receiving documents sent via e-mail. The applicant should periodically check the status of its application in the Trademark Applications and Registrations Retrieval (TARR) database, to see if the assigned attorney has e-mailed an Office Action. If an action has been sent to the provided e-mail address and is not responsible for any e-mail not received due to the applicant's security or anti-spam software problems within the applicant's e-mail system.</p>	

Mark Information

Before the USPTO can register your mark, we must know exactly what it is. You can present a mark in one of two ways: (1) standard character format; or (2) stylized or design format. When you click on one of the two circles below, and follow the specific instructions, the system will automatically create a separate page that displays your mark. Only **one** mark may be submitted per application. Also, you may **not** be able to correct your mark after filing this application. While minor changes in the mark are *sometimes* permitted, any material alteration will **not** be permitted and will result in a refusal being issued on that ground.

WARNING: AFTER SEARCHING THE USPTO DATABASE, EVEN IF YOU THINK THE RESULTS ARE "O.K.," DO NOT ASSUME THAT YOUR MARK CAN BE REGISTERED AT THE USPTO. AFTER YOU FILE AN APPLICATION, THE USPTO MUST DO ITS OWN SEARCH AND OTHER REVIEW, AND MIGHT REFUSE TO REGISTER YOUR MARK.

Standard Character

Click on this circle to register a word(s), letter(s), and/or number(s), or any combination thereof, with **no** design element **and** without claim to any particular font style, size or color.

<p>Format</p>	<p>Enter the mark here: (Note: The entry can be in capital letters, lower case letters, or a combination thereof.)</p> <p>YOLO SPORTSWEAR</p>
<p>Stylized or Design Format</p>	<p>Click on this circle to register a stylized word(s); letter(s); number(s); or a design, either by itself or combined with stylized word(s), letter(s), and/or number(s).</p> <p>Click on the 'Browse' button to select a <u>properly-sized JPG image file</u> (the only accepted format) from your local drive that shows the complete, overall mark (e.g., the stylized representation of the words; or, for a mark consisting of a design and words, the image of the complete "composite" mark, not just the design element alone). If claiming color, you must submit a color image; otherwise, the image must be clear <u>black-and-white</u>.</p> <p><input type="text"/> <input type="button" value="Browse"/></p> <p>For any image that also includes a word(s), letter(s), and/or number(s), enter the <u>LITERAL ELEMENT</u> only of the mark here:</p> <p><input type="text"/></p> <p>NOTE: Do not enter any word(s), letter(s), or number(s) that do not appear in the attached image; the image file must reflect the overall mark, consisting of the design and the word(s), letter(s), and or number(s).</p> <p><input type="checkbox"/> Check here if you are claiming that the mark is presented in <u>standard character format</u> without claim to any particular font style, size or color. NOTE: Do not check this box if you have already <u>made an entry</u> in the standard character section, <i>above</i>.</p> <p><input type="checkbox"/> Check here if claiming color as a distinctive feature of the mark, and identify the colors (e.g., enter red and blue):</p> <p><input type="text"/></p> <p><input type="checkbox"/> If other than a mark in standard characters, <u>describe the mark</u>, and if appropriate, list the portions of the mark that are in color and the corresponding color for each: The mark consists of:</p> <p><input type="text"/></p>

*
Mark

Basis for Filing and Goods and/or Services Information

Section 1(a), Use in Commerce: The applicant is using the mark in commerce, or the applicant's related company or licensee is using the mark in commerce, or the applicant's predecessor in interest used the mark in commerce, on or in connection with the identified goods and/or services. 15 U.S.C. § 1051(a), as amended. Applicant attaches or will later submit one specimen for each class showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services. If filing a specimen electronically, applicant must attach a JPG specimen image file for each international class, regardless of whether the mark itself is in a typed drawing format or is in a stylized format or a design. Unlike the mark image file, a specimen image may be in color (i.e., if color is being claimed as a feature of the mark, then the specimen image should show use of the actual color(s) claimed).

Specimen Image File

NOTE: For attachment, JPEG image file(s) showing specimen(s) must be on your local drive.

[Click here to Attach/Remove Image\(s\)](#)

Note: a separate window will be launched for the attachment(s). MULTIPLE specimens CAN be attached.

Describe what the specimen submitted consists of:

CLOTHING LABEL

International Class	025 <input type="checkbox"/> If known, enter class number 001 - 045
* Listing of Goods and/or Services <i>USPTO Goods/Services Manual</i>	WOMEN'S, MEN'S, BOYS AND GIRLS WEARING APPAREL, NAMELY, SHIRTS, T-SHIRTS, TANK TOPS, BLOUSES, JACKETS, BEACH AND SWIMMING COVER-UPS, PANTS, DRESSES, SHORTS, WALKING SHORTS, SKIRTS, GLOVES, TIES, NECKWEAR,
Date of First Use of Mark Anywhere	at least as early as: 04/01/1996 MM/DD/YYYY
Date of First Use of the Mark in Commerce	at least as early as: 04/01/1996 MM/DD/YYYY

Check here if an attorney is filing this application on behalf of applicant(s).

Attorney Information

Correspondent Attorney Name	MARK G. MCCREARY		
Individual Attorney Docket/Reference Number	YOL-010		
Other Appointed Attorney(s)	TRISTRAM R. FALL, III; ANDREW B. KATZ		
Attorney Address	Street Address	2000 MARKET STREET, TENTH FLOOR	
	Internal Address		
	City	PHILADELPHIA	
	State	Pennsylvania <input type="checkbox"/>	
	If not listed above, please select 'OTHER' and specify here: <input type="text"/>		

	Country <input type="text" value="USA"/> <input type="checkbox"/> If not listed above, please select 'OTHER' and specify here: <input type="text"/>
	Zip/Postal Code <input type="text" value="19103"/>
Firm Name	<input type="text" value="FOX ROTHSCHILD LLP"/>
Phone Number	<input type="text" value="(215) 299-2010"/>
FAX Number	<input type="text" value="(215) 299-2150"/>
Internet E-Mail Address	<input type="text" value="MMCCREARY@FOXROTHSCHILD.COM"/> While the application may list an e-mail address for the applicant, applicant's attorney, and/or applicant's domestic representative, only one e-mail address may be used for correspondence, in accordance with Office <u>policy</u> . The applicant must keep this address current in the Office's records. <input checked="" type="checkbox"/> Check here to <u>authorize</u> the USPTO to communicate with the applicant or its representative via e-mail. NOTE: By checking this box, the applicant acknowledges that it is solely responsible for receipt of USPTO documents sent via e-mail. The applicant should periodically check the status of its application through the <u>Trademark Applications and Registrations Retrieval (TARR)</u> database, to see if the assigned examining attorney has e-mailed an Office Action. If an action has been sent to the provided e-mail address, the USPTO is not responsible for any e-mail not received due to the applicant's security or anti-spam software, or any problems within the applicant's e-mail system.

Fee Information

Number of Classes Paid

Note: The total fee is computed based on the Number of Classes in which the goods and/or services associated with the mark are classified.

\$ = Number of Classes Paid x \$335 (per class)

* Amount

\$

NOTE: TEAS has changed its payment options and procedures. Three options (credit card, automated deposit account (New!), and Electronic Funds Transfer (New!)) will now appear after clicking on the PAY/SUBMIT button, which is available on the bottom of the Validation Page after completing and validating the application form.

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. §1001, and that such willful false statements 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. §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.

Electronic Signature

The application will not be "signed" in the sense of a traditional paper document. To verify the contents of the application, the signatory must enter any alpha/numeric character(s) or combination thereof of his or her choosing, preceded and followed by the forward slash (/) symbol. The USPTO does not determine or pre-approve what the entry should be, but simply presumes that this specific entry has been adopted to serve the function of the signature. Most signatories simply enter their names between the two forward slashes, although acceptable "signatures" could include /john doe/; /jd/; or /123-4567/. The application may still be validated to check for missing information or errors even if the signature and date signed fields are left blank.

Signature

/MARK G. MCCREARY/

Date Signed

03/01/2004

MM/DD/YYYY

Signatory's Name

MARK G. MCCREARY

Signatory's Position

ATTORNEY

SPECIAL NOTE FOR PORTABLE FORM:

i

Due to technical limitations within the browsers now available and to simplify the process and prevent possible errors, in the cases where an application is being filed with 1) a mark image file (in JPG format, to show the mark in a stylized manner); and/or 2) a specimen image file (in JPG format, to show the mark as used on specimens), either or both of these image files will need to be re-attached to the application before final submission to the USPTO.

Click on the desired action:

The "Validate Form" function allows you to run an automated check to ensure that all mandatory fields have been completed. You will receive an "error" message if you have not filled in one of the five (5) fields that are considered "minimum filing requirements" under the Trademark Law Treaty Implementation Act of 1998. For other fields that the USPTO believes are important, but not mandatory, you will receive a "warning" message if the field is left blank. This warning is a courtesy, if non-completion was merely an oversight. If you so choose, you may by-pass that "warning" message and validate the form (however, you cannot by-pass an "error" message).

Validate Form

Reset Form

Note: To either print the completed application, in whole or in part, download and save the validated application, or electronically submit the application to the USPTO, click on the Validate Form button.

Privacy Policy Statement

The information collected on this form allows the PTO to determine whether a mark may be registered on the Principal or Supplemental register, and provides notice of an applicant's claim of ownership of the mark. Responses to the request for information are required to obtain the benefit of a registration on the Principal or Supplemental register. 15 U.S.C. §1051 et seq. and 37 C.F.R. Part 2. All information collected will be made public. Gathering and providing the information will require an estimated 12 or 18 minutes (depending if the application is based on an intent to use the mark in commerce, use of the mark in commerce, or a foreign application or registration). Please direct comments on the time needed to complete this form, and/or suggestions for reducing this burden to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, Washington D.C. 20231. Please note that the PTO may not conduct or sponsor a collection of information using a form that does not display a valid OMB control number.

NOTICE:

Your form will be processed when you successfully complete the application, including the payment transaction and the validation function. We will keep your validated application for up to 24 hours only. A "Success!" screen with a serial number indicates that you have a successful submission.

We will send an email with a summary of your application to 'MMCCREARY@FOXROTHSCHILD.COM' to confirm receipt.

NOTICE: Please click [here](#) for important NEW browser requirements, critical for payment in e-TEAS.

Please click on the "CONTINUE" button below to continue your Pay/Submit on our secure server.

A rectangular button with a textured background and the word "Continue" centered in a sans-serif font.

Trademark Electronic Application System (TEAS) service
U.S. Patent and Trademark Office
PrinTEAS@uspto.gov



**United States
Patent and
Trademark Office**

Please confirm that the information shown below is correct. If there are any errors, click "**Change**" to return to the previous form. Otherwise, click "**Submit**" to process payment, or "**Cancel**" to abort the transaction.

Credit Card Payment Information:

Card Number: 6011008690592917
Card Type: DISCOVER
Name on Card: MARK G. MCCREARY
Expiration Date: 02/2006
Street Address 1: 2000 MARKET STREET, TENTH FLOOR
Street Address 2:
City: PHILADELPHIA
State: PENNSYLVANIA
Zip Code: 19103
Country: USA
Amount: 335
Description: e-TEAS application: YOLO SPORTSWEAR

Attorney Docket Number: Optional

Your transaction may take up to 90 seconds; we appreciate your patience.

Note - Pressing 'Submit' multiple times may cause the same transaction to be processed multiple times.

Pressing 'Cancel' after pressing 'Submit' will not cancel the transaction.

Success!

We have received your application and assigned serial number 78376061 to your submission. We will send an Email summary of the application data to 'MMCCREARY@FOXROTHSCHILD.COM', which will be your official confirmation of receipt. For electronically-submitted applications, the USPTO will no longer mail an additional paper filing receipt. However, since e-mail is not always reliable, please print out and save this notice. If the USPTO later determines that no filing date was justified, your submission will be returned, and your filing fee will be refunded. You would then have the opportunity to cure the deficiency, and re-file the application. Thank you.

NOTE: Do NOT send a duplicate paper copy of this filing to the USPTO, as it will interfere with the proper processing of the electronic submission and will result in your being charged for two filings, neither of which can be refunded.

TEAS support team

Mon Mar 01 08:59:05 EST 2004

STAMP: USPTO/BAS-693169242-20040301085905156010-78376061-200ea9f639318fa95a0685a0c6d57678cd-CC-917-20040301085513528109



Trademark Electronic Application System (TEAS) service
U.S. Patent and Trademark Office
PrinTEAS@uspto.gov

McCreary, Mark

From: PrinTEAS@uspto.gov
Sent: Thursday, September 30, 2004 7:25 AM
To: McCreary, Mark
Cc: teas@uspto.gov
Subject: Received your Response to Office Action Form for 78376061

We have received your Response to Office Action Form below.
Please amend application serial no. **78376061** as follows:

Procedural Matters/Informalities**Applicant proposes to amend the following:**

Original: YOLO SPORTSWEAR, LLC a limited liability company having an address of 287 SOUTH MAIN STREET, SUITE 12 LAMBERTVILLE, NJ US 08530, whose phone number is 609.397.7888, whose phone number is 609.397.9442.

Proposed: YOLO SPORTSWEAR, LLC a limited liability company organized under the laws of New Jersey, having an address of 287 SOUTH MAIN STREET, SUITE 12 LAMBERTVILLE, New Jersey United States 08530, whose phone number is 609.397.7888 and whose fax number is 609.397.9442.

Additional Statements

No claim is made to the exclusive right to use "SPORTSWEAR" apart from the mark as shown.
AS OFFERED IN THE SUBJECT OFFICE ACTION, PLEASE SUSPEND ACTION ON THIS APPLICATION PENDING DISPOSITION OF APPLICATION SERIAL NOS. 76573601, 76573602 AND 76573605.

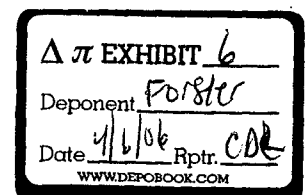
Response Signature

Signature: /MARK G. MCCREARY/ **Date:** 09/30/2004
Signatory's Name: MARK G. MCCREARY
Signatory's Position: ATTORNEY

=====TEAS XML RESPONSE=====

78376061

9/30/2004



YOLO SPORTSWEAR
<http://tess2.uspto.gov/webaka/images/78376061.jpg>

LAW OFFICE 105
20040301

1
PM
YOLO SPORTS WEAR

D1
No claim is made to the exclusive right to use "SPORTSWEAR" apart from the mark as s

UK
AS OFFERED IN THE SUBJECT OFFICE ACTION, PLEASE SUSPEND ACTION ON THIS
APPLICATION PENDING DISPOSITION OF APPLICATION SERIAL NOS. 76573601,
76573602 AND 76573605.

10
0
1
16
YOLO SPORTSWEAR, LLC
287 SOUTH MAIN STREET, SUITE 12

LAMBERTVILLE
NJ
08530
US

609.397.7888
609.397.9442

10
0
1
16
New Jersey (NJ)
United States (USX)
New Jersey (NJ)

NoDeclaration/1/

R
1
/MARK G. MCCREARY/

9/30/2004

20040930
MARK G. MCCREARY
ATTORNEY

20040930072436696002-78376061

20040930 07:23:50

Thu Sep 30 07:24:36 EDT 2004

USPTO/OA-693169242-20040930072436696002-78376061-2002cdece5c1505cfc42e1a9e7f746a-N

Response to Office Action Form Filing

MMCCREARY@FOXROTHSCHILD.COM

TEAS support team

Thu Sep 30 07:24:36 EDT 2004

STAMP: USPTO/OA-693169242-20040930072436696002-78376061-
2002cdece5c1505cfc42e1a9e7f746a-N-N-20040930072350499008

Success!

We have received your Response to Office Action Form for serial number 78376061. We will send an Email summary of the response data to 'MMCCREARY@FOXROTHSCHILD.COM', which will be your official confirmation of receipt.

TEAS support team**Thu Sep 30 07:24:36 EDT 2004**

STAMP: USPTO/OA-693169242-20040930072436696002-78376061-2002cdece5c1505cfcdc42e1a9e7f746a-N-N-20040930072350499008

**Trademark Electronic Application System (TEAS) service****U.S. Patent and Trademark Office****PrinTEAS@uspto.gov**

PTO Form 1966 (Rev 4/2002)
OMB No. 0651-0050 (Exp. 04/30/2006)

Trademark/Service Mark Application, Response to Office Action

Version 2.11 : 11/02/2003

Portable FORM

For more information regarding any of the following questions or topics, either go to HELP or click on the underlined word.

Note: To satisfy legal requirements, the declaration at the end of the response form must be signed if a red "#" symbol precedes a specific item listed on the form, OR if the original application were submitted "unsigned." The declaration must be signed by someone who is a "proper party to sign on behalf of applicant" under Trademark Rule 2.33. If not required, the declaration may simply be left unsigned. However, the information for the Response Signature section must always be entered.

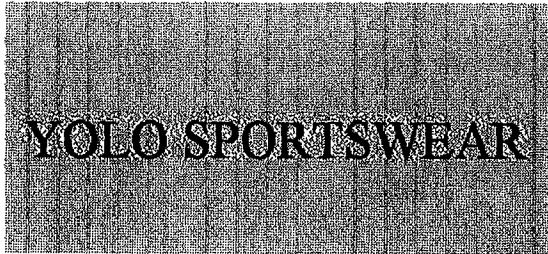
check here if you do not want the scrolling help to be automatically shown at the bottom of the screen.

Important: ONCE AN RESPONSE IS SUBMITTED ELECTRONICALLY, THE OFFICE WILL IMMEDIATELY PROVIDE THE SENDER WITH AN ELECTRONIC ACKNOWLEDGMENT OF RECEIPT OF THE RESPONSE. Please contact PrinTEAS@uspto.gov within 24 hours of transmission (or by the next business day) if you do not receive this acknowledgment.

Contact Points:

For **general** trademark information, please e-mail TrademarkAssistanceCenter@uspto.gov, or telephone 1-800-786-9199. If you need help in resolving **technical** glitches, please e-mail PrinTEAS@uspto.gov. Please include your telephone number in your e-mail, so we can talk to you directly, if necessary. For **status** information on an application that has an assigned serial number, use http://tarr.uspto.gov, or telephone 703-305-8747.

NOTE: Do NOT attempt to check status until at least 45 days after submission of a filing, to allow sufficient time for our databases to be updated.

Serial Number:	78376061
Mark:	

Law Office Assigned:

LAW OFFICE 105

* Instructions

To file your response electronically, please complete the following steps:

1. Fill out all relevant fields. Fields containing the symbol * must be completed.
2. Validate the form, using the "button" at the end of the form. If there are errors, go back to step 1.
3. If the desired signatory is not available to sign the application, to forward the form to the signatory, use either the Text Form option or the Download Portable Form option. Both options are available from the Validation Page. However, to use the Text Form option, you must first answer YES to Form Wizard Question #12. When you receive the application back, return to step 2.
4. Click on the Submit or Pay/Submit button at the bottom of the Validation Screen. If a fee payment is required, this will allow you to choose from 3 different payment methods: credit card, automated deposit account, or electronic funds transfer. After accessing the proper screen for payment, and making the appropriate entries, you will receive a confirmation screen if your transmission is successful. This screen will say SUCCESS! and will provide your assigned serial number.
5. You will receive an e-mail acknowledgement of your submission.

PROCEDURAL MATTER(S) / INFORMALITIES / APPLICANT INFORMATION

Check here to modify the current applicant information. If not checked, the changes will be ignored.
 Note: If this change relates to a change in the correspondence address or e-mail, please use the Change of Correspondence Address Form.

Original Applicant #1

* Name	YOLO SPORTSWEAR, LLC Note: If the name of the applicant has actually changed, you may not do a "correction." You must file an <u>actual change of name document/assignment and recordation form PTO-1594</u> .
Internal Address	
Street	287 SOUTH MAIN STREET, SUITE 12
City	LAMBERTVILLE
State/Province	New Jersey <input checked="" type="checkbox"/>
Zip Code	08530
Country	United States <input checked="" type="checkbox"/>
E-mail	While the application may list an e-mail address for the applicant, applicant's attorney, and/or applicant's domestic representative, only one e-mail address may be used for correspondence, in accordance with Office policy. The applicant must keep this address current in the Office's record <input checked="" type="checkbox"/> Check here to authorize the USPTO to communicate with the applicant or its representatives via e-mail. NOTE: By checking this box, the applicant acknowledges that it is solely responsible for receipt of USPTO documents sent via e-mail. The applicant should periodically check the status of its application through the <u>Trademark Applications and Registrations Retrieval (TARR)</u> database, to see if the assigned examining attorney has e-mailed an Office Action. If an action has been sent to the provided e-mail address, the USPTO is not responsible for any e-mail not received due to the applicant's security or anti-spam software, or any problems within the applicant's e-mail system.
Phone Number	609.397.7888
Fax Number	609.397.9442
<u>Entity Type</u>	Click on the one appropriate circle to indicate the applicant's entity type and enter the corresponding information.
<input checked="" type="radio"/> <u>Individual</u>	Country of Citizenship <input type="text" value="Select Country"/> <input checked="" type="checkbox"/>
<input checked="" type="radio"/> <u>Corporation</u>	State or Country of Incorporation <input type="text" value="Select State"/> <input checked="" type="checkbox"/> OR <input type="text" value="Select Country"/> <input checked="" type="checkbox"/> Note: You may correct the error in the original listing. However, if the State/Country of Incorporation has actually changed, you should file an <u>assignment document form PTO-1594</u> .
	State or Country where organized <input type="text" value="Select State"/> <input checked="" type="checkbox"/> OR <input type="text" value="Select Country"/> <input checked="" type="checkbox"/> Note: You may correct the error in the original listing. However, if the State/Country of

Incorporation has actually changed, you should file an assignment document form PTO-1594.

Name and Citizenship of all General Partners, Active Members, Individual, Trustee or Executors

- Sole Proprietorship
- Trust
- Estate

Note: If the name has actually changed, you may not do a "correction". You should file actual change of name document.

Note: If this change relates to a change in the correspondence address or e-mail, please use the Change of Correspondence Address Form.

Specific Entity Type

LIMITED LIABILITY COMPANY

LIMITED LIABILITY COMPANY

If not listed above, please select 'OTHER' and specify here:

Note: If the entity type has actually changed, you should file an assignment document form PTO-1594.

State or Country where organized OR

Select Country

- Other

Note: You may correct the error in the original listing. However, if the State/Country of Incorporation has actually changed, you should file an assignment document form PTO-1594.

Name and Citizenship of all General Partners, Active Members, Individual, Trustee or Executors

ADDITIONAL STATEMENT(S)

Note: To amend an application to seek registration on the Supplemental Register, use the Miscellaneous Statement field, below.

Note: Although a declaration will automatically appear at the end of this form, it must be signed only if the Additional Statement selected is either Section 2(f) based on use, or Section 2(f), in part, based on use (or if required by another section of this form).

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

STIPPLING AS A FEATURE OF THE MARK: "The stippling is a feature of the mark."

STIPPLING FOR SHADING: "The stippling is for shading purposes only."

PRIOR REGISTRATION(S): "Applicant claims ownership of U.S. Registration Number(s) [] [] and others."

\$2(f), based on Evidence: "The mark has become distinctive of the goods/services, as demonstrated by the attached evidence."

[Click here to Attach/Remove Evidence \(\\$2\(f\)\)](#)

Note: a separate window will be launched for the evidence attachments.

TRANSLATION: "The foreign wording in the mark translates into English as [] ."

TRANSLITERATION: "The non-Latin character(s) in the mark transliterates into [] , and this means [] in English.."

Section 2(f), based on Use: "The mark has become distinctive of the goods/services through the applicant's substantially exclusive and continuous use in commerce for at least the five years immediately before the date of this statement."

Section 2(f), based on Prior Registration(s): "The mark has become distinctive of the goods/services as evidenced by the ownership on the Principal Register for the same mark for related goods or services of U.S. Registration No(s). [] ."

Section 2(f), IN PART, based on Use: "[] has become distinctive of the goods/services through the applicant's substantially exclusive and continuous use in commerce for at least the five years immediately before the date of this statement."

Section 2(f), IN PART, based on Prior Registration(s): "[] has become distinctive of the goods/services as evidenced by the ownership on the Principal Register for the same mark for related goods or services of U.S. Registration No(s). [] ."

\$2(f), IN PART, based on Evidence: "[] has become distinctive of the goods/services, as demonstrated by the attached evidence. "

[Click here to Attach/Remove Evidence \(\\$2\(f\), IN PART\)](#)

Note: a separate window will be launched for the evidence attachments.

NAME(S), PORTRAIT(S), SIGNATURE(S) OF INDIVIDUAL(S):

"The name(s), portrait(s), and/or signature(s) shown in the mark identifies [] , whose consent(s) to register is submitted."

[Click here to Attach/Remove Consent\(s\)](#)

Note: a separate window will be launched for the consent attachment(s).

"The name(s), portrait(s), and/or signature(s) shown in the mark does not identify a particular living individual."

SUPPLEMENTAL REGISTER: "The applicant seeks registration of the mark on the Supplemental Register (i.e., a change of the words 'Principal Register' to 'Supplemental Register')."

CONCURRENT USE: Enter the appropriate concurrent use information, e.g., specify the goods and the geographic area for which registration is sought.

[Empty text area for concurrent use information]

MISCELLANEOUS STATEMENT: Enter information here ONLY if required in the Response to Office Action and there is no other section of the form that is appropriate. If you wish to amend an application to seek registration on the Supplemental Register, please enter that specific statement here: "Please amend this application to the Supplemental Register."

AS OFFERED IN THE SUBJECT OFFICE ACTION, PLEASE SUSPEND ACTION ON THIS APPLICATION PENDING DISPOSITION OF APPLICATION SERIAL NOS. 76573601, 76573602 AND 76573605.

[Click here to Attach/Remove Miscellaneous Statements](#)

Note: a separate window will be launched for the Miscellaneous attachment(s).

SIGNATURE(S)

i The declaration (if required) or response will not be "signed" in the sense of a traditional paper document. To verify the contents of the response, the signatory must enter any alpha/numeric character(s) or combination thereof of his or her choosing, preceded and followed by the forward slash (/) symbol. The USPTO does not determine or pre-approve what the entry should be, but simply presumes that this specific entry has been adopted to serve the function of the signature. Most signatories simply enter their names between the two forward slashes, although acceptable "signatures" could include /john doe/; /jd/; or /123-4567/.

DECLARATION SIGNATURE

Note: A signed declaration is required if a red "#" symbol precedes a specific item listed on the form, OR if the original application were submitted "unsigned." The declaration must be signed by someone who is a "proper party to sign on behalf of applicant" under Trademark Rule 2.33. If not required, the declaration may simply be left unsigned. However, the information for the Response Signature section must always be entered.

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. §1001, and that such willful false statements 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. §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; that if the original application was submitted unsigned, that all statements in the original application and this submission made of the declaration signer's knowledge are true; and all statements in the original application and this submission made on information and belief are believed to be true.

Signature

Date Signed

MM/DD/YYYY

Signatory's Name

Signatory's Position

RESPONSE SIGNATURE

* Signature

(required)

* Date Signed

MM/DD/YYYY*(required)*

Signatory's Name

Signatory's Position

SPECIAL NOTE FOR PORTABLE FORM:*i*

Due to technical limitations within the browsers now available and to simplify the process and prevent possible errors, in the cases where the form is being submitted with image files, those files will need to be re-attached to the form before final submission to the USPTO.

Click on the desired action:[Privacy Policy Statement](#)

PTO Form 1966 (Rev 9/2002)

OMB Control #0651-0050 (Exp. 04/30/2006)

Response to Office Action

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	78376061
MARK SECTION (no change)	
OWNER SECTION (current)	
NAME	YOLO SPORTSWEAR, LLC
STREET	287 SOUTH MAIN STREET, SUITE 12
CITY	LAMBERTVILLE
STATE	NJ
ZIP/POSTAL CODE	08530
COUNTRY	US
PHONE	609.397.7888
FAX	609.397.9442
OWNER SECTION (proposed)	
NAME	YOLO SPORTSWEAR, LLC
STREET	287 SOUTH MAIN STREET, SUITE 12
CITY	LAMBERTVILLE
STATE	New Jersey
ZIP/POSTAL CODE	08530
COUNTRY	United States
PHONE	609.397.7888
FAX	609.397.9442
LEGAL ENTITY SECTION (current)	
TYPE	LIMITED LIABILITY COMPANY
LEGAL ENTITY SECTION (proposed)	

TYPE	LIMITED LIABILITY COMPANY
STATE/COUNTRY UNDER WHICH ORGANIZED	New Jersey
ADDITIONAL STATEMENTS SECTION	
DISCLAIMER	No claim is made to the exclusive right to use "SPORTSWEAR" apart from the mark as shown.
MISCELLANEOUS STATEMENT	AS OFFERED IN THE SUBJECT OFFICE ACTION, PLEASE SUSPEND ACTION ON THIS APPLICATION PENDING DISPOSITION OF APPLICATION SERIAL NOS. 76573601, 76573602 AND 76573605.
SIGNATURE SECTION	
SIGNATURE	/MARK G. MCCREARY/
SIGNATORY NAME	MARK G. MCCREARY
SIGNATORY POSITION	ATTORNEY
SIGNATORY DATE	09/30/2004

[Go Back](#)

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            ACTION ON THIS APPLICATION PENDING DISPOSITION OF APPLICATION
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    <state>NJ </state>
    <postal-code>08530</postal-code>
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PTO Form (Rev 4/2000)

OMB Control #0651-.... (Exp. 04/30/2006)

Response to Office Action

To the Commissioner for Trademarks:

Application serial no. 78376061 is amended as follows:

Procedural Matters/Informalities

Applicant proposes to amend the following:

Original: YOLO SPORTSWEAR, LLC a limited liability company having an address of 287 SOUTH MAIN STREET, SUITE 12 LAMBERTVILLE, NJ US 08530, whose phone number is 609.397.7888, whose phone number is 609.397.9442.

Proposed: YOLO SPORTSWEAR, LLC a limited liability company organized under the laws of New Jersey, having an address of 287 SOUTH MAIN STREET, SUITE 12 LAMBERTVILLE, New Jersey United States 08530, whose phone number is 609.397.7888 and whose fax number is 609.397.9442.

Additional Statements

No claim is made to the exclusive right to use "SPORTSWEAR" apart from the mark as shown. AS OFFERED IN THE SUBJECT OFFICE ACTION, PLEASE SUSPEND ACTION ON THIS APPLICATION PENDING DISPOSITION OF APPLICATION SERIAL NOS. 76573601, 76573602 AND 76573605.

Response Signature

Signature: /MARK G. MCCREARY/ Date: 09/30/2004

Signatory's Name: MARK G. MCCREARY

Signatory's Position: ATTORNEY

[Go Back](#)

Subj: **Re: what's doing?**
Date: 2/26/2004 11:34:21 AM Eastern Standard Time
From: Kfyolo
To: Buy3sell4
CC: Cfyolo

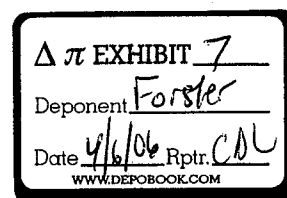
harry,

could you please do your best to answer the following and we will try to work on something:

- 1) exactly how do you plan to use our logo? will it be slogans on shirts, a company logo itself, etc. for instance, will a shirt say something like, " you only live once, sky dive? or are you putting YOLO Sportswear on the shirt as a logo and then doing different slogans and designs. i would like detail here. i am looking for the way our name would be used.
- 2) what type of clothing are you talking about. high end, middle, low, exactly what type of clothing. embroidery or screening. we have an image we would like to uphold and would not want to see our name on shoddy merchandise.
- 3) who are you marketing to and how? we currently gear ourselves to field hockey and lacrosse, but we also do swimming, tennis, volleyball, soccer, etc on some level. as of now, we only retail online to field hockey, but we will shortly retail to lacrosse and possibly other sports down the road. all else is team business. are your kids gearing to end user, retail only or are they also looking to do a team business.
- 4) with regards to royalties, that will all depend on what you tell me from this email. while i appreciate your kids enthusiasm for our name, so do we and we are very proud of it and what we have accomplished. more than likely, we will ask for a one time fee to use the name and then a percent on gross sales after that.

thanks and be in touch,

karen



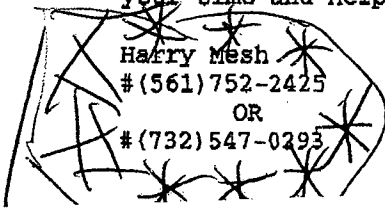
To: Karen
(609)397-9442
Yolo Sportwear

From: Harry Mesh
Ph. # (561)752-2425

$\Delta \pi$ EXHIBIT 8
Deponent Forster
Date 4/6/06 Rptr. EOJ
WWW.DEPOBOOK.COM

Dear Karen,

I wanted to thank you for taking the time to speak with me yesterday. You wanted me to send you a letter saying how my children wanted to use the name "yolo" and the expression you only live once. They are hoping to make hats, t-shirts etc... and sell what they make. They would not make anything to do with team sports or anything field hockey and/or lacrosse related whatsoever. Thank you so much again for your time and help in allowing them to work on their project.

A hand-drawn scribble consisting of several overlapping 'X' marks and asterisks, forming a roughly circular shape around the contact information.

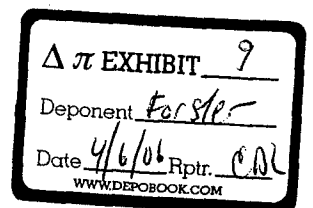
Harry Mesh
#(561)752-2425
OR
#(732)547-0293

Subj: (no subject)
Date: 2/26/2004 2:18:00 PM Eastern Standard Time
From: Buy3sell4
To: Kfyolo

Karen,

I appreciate you getting back to me. I think after reading this you will be comfortable with what we are doing and how it affects you. We do not plan on using your logo or the name yolo sportswear. We are going to use high quality material in making hats, tee shirts and jewelry and merchandising to the general public over the internet. We have no intention of selling to teams nor marketing it for sports, We have no intention of competing with you in your market. We would be willing to pay you a one time fee if we can agree on a number.

Harry



Subj:	Re: (no subject)
Date:	2/26/2004 3:16:16 PM Eastern Standard Time
From:	Kfyolo
To:	Buy3sell4

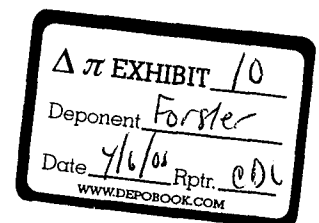
harry,

thanks for the info and i do feel alittle better about some issues, but you havent answered the main question of **how do you plan to use it**. i can not give you any kink of ok or licensing agreement without specifics on how the name is going to be used. will it be YOLO, or YOLO You only live once, etc. also, what will be the name of the website it will be on so we would be able to monitor appropriate usage.

i will await your next email and get right back to you. i prefer these emails until there is a comfort level for me before we speak so i can digest, in writing, your needs.

thanks

karen



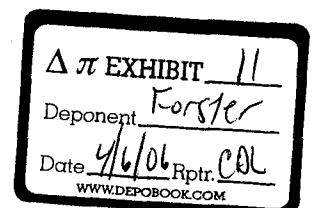
Subj: **Fwd: what's doing?**
Date: 2/26/2004 11:34:30 AM Eastern Standard Time
From: Kfyolo
To: Cfyolo

Forwarded Message:

Subj: **what's doing?**
Date: 2/23/2004 11:43:24 AM Eastern Standard Time
From: Buy3sell4
To: Kfyolo

Karen,
How's your vacation? I hope that you are enjoying yourself. If you would send me your questions and concerns hopefully we can come to a mutually agreeable resolution.
Thanks,
Harry

Thursday, February 26, 2004 America Online: Cfyolo



Subj: **Re: (no subject)**
Date: 2/26/2004 3:58:33 PM Eastern Standard Time
From: Buy3sell4
To: Kfyolo

you only live once will be used in marketing, probably not on the clothing

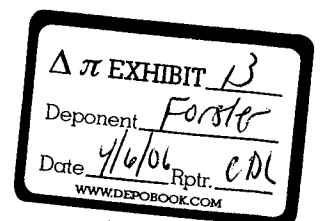
$\Delta \pi$ EXHIBIT 12
Deponent Forster
Date 4/6/06 Rptr. ENL
WWW.DEPOBOOK.COM

harry,

after a conference call with our trademark attorney, chris and i and he feel it is in our best interest to say no to you at this time. it is **OUR** name you are essentially using and we have invested alot of time, money and sweat into it and we just cant gamble losing rights to it by not protecting it and policeing it adequately. we have built our name up over the last eight years all over the country and we havent even scratched the surface of where our business is headed. every year we plan and work to achieve our goals and we have, with alot of effort. there is just no way at this time that we can say yes without substantial compensation and i know you dont want to go that route. if you have any further questions, please feel free to contact our trademark attorney at fox rothschild at 215-299-2010. his name is Mark McCreary.

he would be better suited to answer questions as i have been relaying conversations and emails back to him. i have turned to Mark before and he has never let us down yet, so please feel free to call him with questions, because i defer to him at this point.

karen forster/yolo



Subj: "YOU ONLY LIVE ONCE"
Date: 3/23/2004 8:19:52 AM Eastern Standard Time
From: MMcCreary@foxrothschild.com
To: buy3sell4@aol.com
CC: WCooper@foxrothschild.com
File: YOUONLYL (4281 bytes) DL Time (52000 bps): < 1 minute
Sent from the Internet (Details)

Mr. Mesh,

I am writing to you because I have not received a call back from Ms. Castle. It is my understanding that Ms. Castle and my client agreed that if your children (i) expressly withdrew their federal trademark application, serial no. 76/573,601, and (ii) forwarded \$2,000.00 to my attention as a retainer for the legal fees that were agreed upon (any balance to be refunded), we would move forward with the proposed agreement.

This is also a reminder that my letter to you, dated March 16, 2004, has an "expiration" of April 5, 2004.

Contact me if you have any questions.

THIS CORRESPONDENCE AND THE INFORMATION CONTAINED AND REFERENCED HEREIN ARE BEING PROVIDED FOR SETTLEMENT PURPOSES ONLY. MY CLIENT RESERVES ALL RIGHTS, AND THIS CORRESPONDENCE AND THE CONTENTS HEREIN SHALL NOT BE ADMISSIBLE IN THIS OR ANY OTHER PROCEEDING.

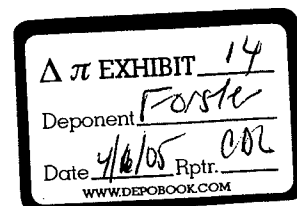
Mark G. McCreary
 Fox Rothschild LLP
 2000 Market Street, Tenth Floor
 Philadelphia, PA 19103
 mmccreary@foxrothschild.com <mailto:mmccreary@foxrothschild.com>
 (215) 299-2010 - Work
 (215) 299-2150 - Facsimile
 (610) 203-2602 - Mobile

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Thank you.

Tuesday, March 23, 2004 America Online: USAYOLO



Subj: Fwd: (no subject)
Date: 6/15/2004 10:18:43 AM Eastern Standard Time
From: Cfyolo
To: Kfyolo

Forwarded Message:

Subj:
Date: 6/15/2004 10:03:13 AM Eastern Standard Time
From: tbass@cranbarry.com
To: cfyolo@aol.com
Sent from the Internet (Details)

Chris,

You guys have to get a copy of US Weekly Magazine...apparently the YOLO bracelet Adam Mesh is selling is in there as the "bracelet all the stars want"...

Good to see you yesterday

tracy

Δ π EXHIBIT 15
Deponent Forster
Date 4/6/06 Rptr. CBI
WWW.DEPOBOOK.COM

StarStyle

DEPARTMENT

Talking Shop! The MOST CHIC Girl of the Week

She's
#1

Who Bought What

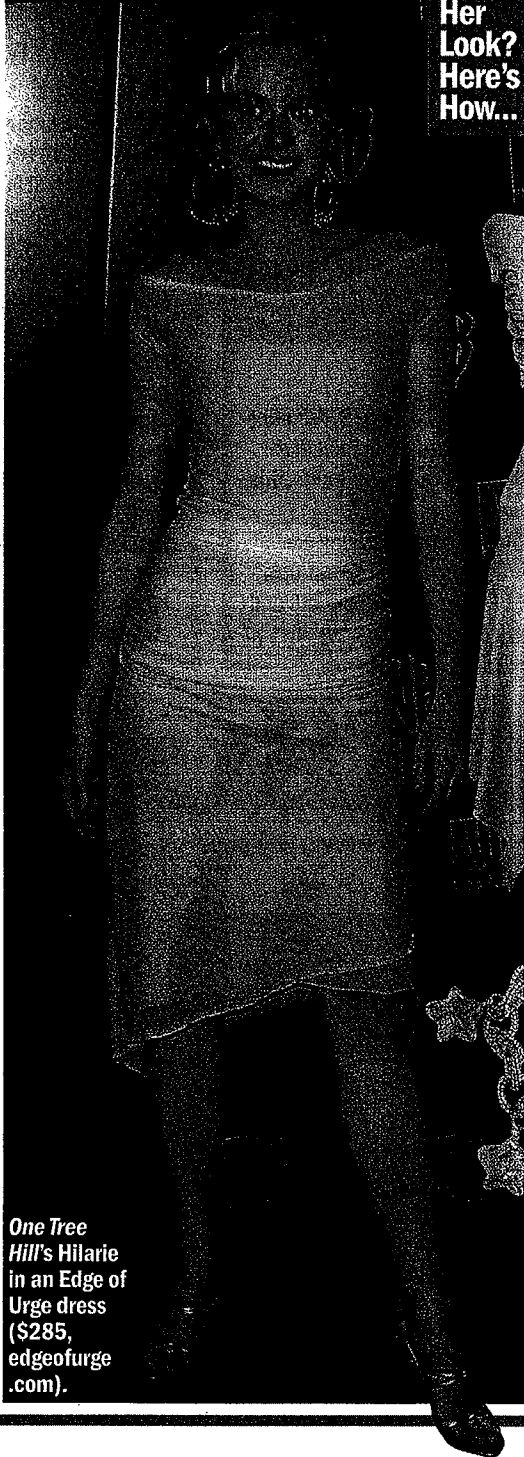
With her new svelte figure, Oprah isn't afraid of horizontal stripes! She recently scooped up this summery sweater from designer Esther Chen, company reps tell *Star*.



Oprah Winfrey

Esther Chen hoodie, \$175, Filly & Colt, 561-447-4117

Hilarie Burton



Want Her Look? Here's How...

Earrings, \$29.99, ann taylor .com

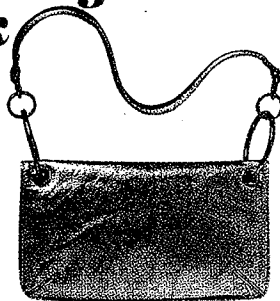


NEW IDEAS

- Asymmetric hemlines are surprisingly slimming — plus they help make legs look miles long.
- Go for the gold this summer. It'll help make your tan totally pop!
- Charm bracelets are huge right now. Buy a new one, or scour eBay for a funky vintage one.

Best Buy of the Week

Wilson's Leather bag, \$29.99, wilsonsleather .com

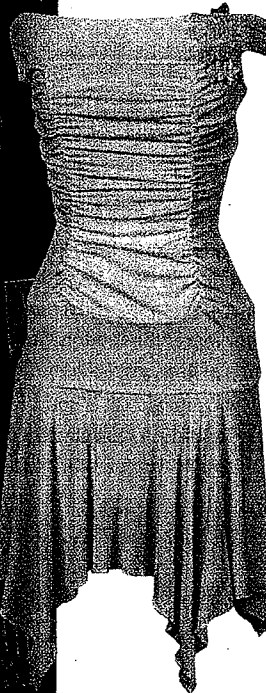


Star Celebrity Dream Item of The Week

Mischa Barton

Yolo (You Only Live Once) bracelet, \$450, yoloclothing .com

One Tree Hill's Hilarie in an Edge of Urge dress (\$285, edgeofurge .com).



Rampage dress, \$52, rampage .com

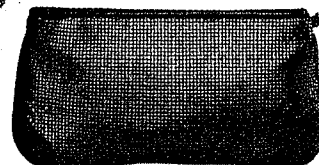


RSVP heels, \$29.90, zappos .com

Charm bracelet, \$41.14, qvc.com



Whiting & Davis bag, \$99, 800-772-0418





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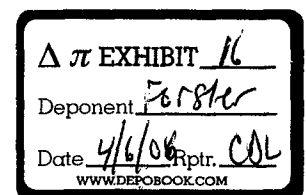
[Start](#) List At: OR [Jump](#) to record: **Record 5 out of 29**

Check Status

(TARR contains current status, correspondence address and attorney of record for this mark. Use the "Back" button of the Internet Browser to return to TESS)

YOLO - YOU ONLY LIVE ONCE

Word Mark YOLO - YOU ONLY LIVE ONCE
Goods and Services IC 025. US 022 039. G & S: Clothing, namely, tee shirts, shirts, shorts, skirts, jeans, pants, sweaters, dresses, jackets, coats, hats, undergarments and footwear
Mark Drawing Code (5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM
Serial Number 76573601
Filing Date January 30, 2004
Current Filing Basis 1B
Original Filing Basis 1B
Owner (APPLICANT) Grossman, Matthew INDIVIDUAL UNITED STATES 301 East 66th Street, #7-K New York NEW YORK 10021
Attorney of Record Afschineh Latifi
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE



PTO HOME	TRADEMARK	TESS HOME	NEW USER	STRUCTURED	FREE FORM	Browse Dict	TOP	HELP	PREV LIST
CURR LIST	NEXT LIST	FIRST DOC	PREV DOC	NEXT DOC	LAST DOC				

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

This page was generated by the TARR system on 2004-03-16 05:54:49 ET

Serial Number: 76573601

Registration Number: (NOT AVAILABLE)

Mark

YOLO - YOU ONLY LIVE ONCE

(words only): YOLO - YOU ONLY LIVE ONCE

Standard Character claim: No

Current Status: Newly filed application, not yet assigned to an examining attorney.

Date of Status: 2004-02-06

Filing Date: 2004-01-30

Transformed into a National Application: No

Registration Date: (DATE NOT AVAILABLE)

Register: Principal

Law Office Assigned: LAW OFFICE 108

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: L8D -TMEG Law Office 108 - Docket Clerk

Date In Location: 2004-02-27

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

1. Grossman, Matthew

Address:

Grossman, Matthew
301 East 66th Street, #7-K

New York, NY 10021

United States

Legal Entity Type: Individual

Country of Citizenship: United States

GOODS AND/OR SERVICES

Clothing, namely, tee shirts, shirts, shorts, skirts, jeans, pants, sweaters, dresses, jackets, coats, hats, undergarments and footwear

International Class: 025

First Use Date: (DATE NOT AVAILABLE)

First Use in Commerce Date: (DATE NOT AVAILABLE)

Basis: 1(b)

ADDITIONAL INFORMATION

(NOT AVAILABLE)

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

2004-02-19 - New Application Entered In Tram

CONTACT INFORMATION

Correspondent (Owner)

Afschineh Latifi (Attorney of record)

AFSCHINEH LATIFI

TUCKER & LATIFI, LLP

160 EAST 84TH STREET

SUITE 5-E

NEW YORK NEW YORK 10028

Phone Number: (212) 472-6262

Fax Number: (212) 744-6509



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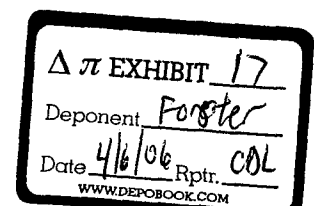
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Check Status

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YOLO - YOU ONLY LIVE ONCE

Word Mark YOLO - YOU ONLY LIVE ONCE
Goods and Services IC 018. US 001 002 003 022 041. G & S: Bags, namely, handbags, shoulder bags, backpacks, wallets, luggage and briefcases
Mark Drawing Code (5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM
Serial Number 76573602
Filing Date January 30, 2004
Current Filing Basis 1B
Original Filing Basis 1B
Owner (APPLICANT) Grossman, Matthew INDIVIDUAL UNITED STATES 301 East 66th Street, #7-K New York NEW YORK 10021
Attorney of Record Afschineh Latifi
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE



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Serial Number: 76573602

Registration Number: (NOT AVAILABLE)

Mark

YOLO - YOU ONLY LIVE ONCE

(words only): YOLO - YOU ONLY LIVE ONCE

Standard Character claim: No

Current Status: Newly filed application, not yet assigned to an examining attorney.

Date of Status: 2004-02-06

Filing Date: 2004-01-30

Transformed into a National Application: No

Registration Date: (DATE NOT AVAILABLE)

Register: Principal

Law Office Assigned: LAW OFFICE 108

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: L&D -TMEG Law Office 108 - Docket Clerk

Date In Location: 2004-02-27

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

1. Grossman, Matthew

Address:

Grossman, Matthew
301 East 66th Street, #7-K

New York, NY 10021

United States

Legal Entity Type: Individual

Country of Citizenship: United States

GOODS AND/OR SERVICES

Bags, namely, handbags, shoulder bags, backpacks, wallets, luggage and briefcases

International Class: 018

First Use Date: (DATE NOT AVAILABLE)

First Use in Commerce Date: (DATE NOT AVAILABLE)

Basis: 1(b)

ADDITIONAL INFORMATION

(NOT AVAILABLE)

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

2004-02-19 - New Application Entered In Tram

CONTACT INFORMATION

Correspondent (Owner)

Afschineh Latifi (Attorney of record)

AFSCHINEH LATIFI

TUCKER & LATIFI, LLP

160 EAST 84TH STREET

SUITE 5-E

NEW YORK NEW YORK 10028

Phone Number: (212) 472-6262

Fax Number: (212) 744-6509

FOX ♦ ROTHSCHILD_{LLP}

ATTORNEYS AT LAW

2000 MARKET STREET ♦ TENTH FLOOR ♦ PHILADELPHIA, PA 19103-3291
215.299.2000 ♦ FAX 215.299.2150 ♦ www.foxrothschild.com

Mark G. McCreary

Direct Dial: (215) 299-2010

Direct Facsimile: (215) 790-6244

Internet Address: mmccreary@foxrothschild.com

December 3, 2004

Commissioner for Trademarks

P.O. Box 1451

Alexandria, VA 22313-1451

**Re: Notice of Opposition – “YOLO – YOU ONLY LIVE ONCE”
Trademark Applications – Serial Nos. 76/573,601 and 76/573,602**

Dear Sir:

On behalf of YOLO Sportswear, LLC, enclosed for filing is one (1) original and one (1) copy of a Notice of Opposition with respect to the above named trademarks.

Please charge the \$600.00 in fees associated with this filing to our Deposit Account, Account No. 50-1943. A duplicate copy of this letter is enclosed for this purpose.

Please acknowledge receipt of this Opposition by marking and returning the enclosed post card.

If there are any difficulties with this filing, please contact the undersigned immediately. Thank you for your cooperation.

Very truly yours,

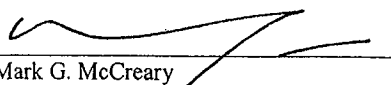


Mark G. McCreary

MGMc/mm
Enclosures

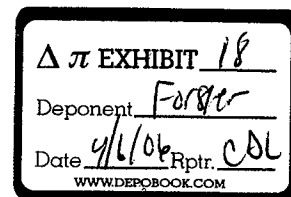
CERTIFICATE OF MAILING

I hereby certify that this paper is being deposited with the United States Postal Service as first class mail, postage prepaid, on the date indicated below, in an envelope addressed to: Commissioner for Trademarks, P.O. Box 1451, Alexandria, VA 22313-1451.


Mark G. McCreary

Date: December 3, 2004

PENNSYLVANIA ♦ NEW JERSEY ♦ DELAWARE



Commissioner for Trademarks
December 3, 2004
Page 2

bcc: Ms. Karen Forster
Tristram R. Fall, III, Esq.
William B. Cooper, III, Esq.

C
O
P
Y

*FILE
COPY*
FOX • ROTHSCHILD^{LLP}
ATTORNEYS AT LAW

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In re: Trademark Applications of
Matthew Grossman

Mark: "YOLO – YOU ONLY
LIVE ONCE"

Serial Nos.: 76/573,601; and 76/573,602

Filed: January 30, 2004

Published in the Official Gazette on
November 9, 2004

YOLO SPORTSWEAR, LLC

Opposer,

v.

MATTHEW GROSSMAN

Applicant.

Opposition No. _____

NOTICE OF OPPOSITION

Opposer, YOLO Sportswear, LLC, a New Jersey limited liability company having an address of 287 South Main Street, Suite 12, Lambertville, New Jersey 08530 ("Opposer"), believes that it would be damaged by the registration of the mark shown in Application Serial Nos. 76/573,601 and 76/573,602 and hereby opposes the same under Section 13 of the Trademark Act of July 5, 1946, 15 U.S.C. § 1063, as amended.

As grounds for opposition, Opposer alleges that:

1. Matthew Grossman ("Applicant") seeks to register the mark "YOLO – YOU ONLY LIVE ONCE", as shown in (a) Application Serial No. 76/573,601, as a trademark for use on goods described as "clothing, namely, tee shirts, shirts, shorts, skirts, jeans, pants, sweaters, dresses, jackets, coats, hats, undergarments and footwear", in International Class 025, and (b) Application Serial No. 76/573,602, as a trademark for use on goods described as "bags, namely, handbags, shoulder bags, backpacks, wallets, luggage and briefcases", in International Class 018, each as evidenced by publication of the mark in the November 9, 2004 issue of the Official Gazette (collectively, "Applicant's Mark").
2. Opposer is the owner of an application to register the mark "YOLO SPORTSWEAR", Application Serial No. 78/376,061, filed on March 1, 2004, for use on goods described as "women's, men's, boys and girls wearing apparel, namely, shirts, t-shirts, tank tops, blouses, jackets, beach and swimming cover-ups, pants, dresses, shorts, walking shorts, skirts, gloves, ties, neckwear, hosiery, socks, stockings, tights, hats, outerwear namely, jackets, coats, and vests, sweaters, rainwear, raincoats, capes, ponchos, shoes, boots, slippers, tennis and golf dresses, tennis and golf shorts, warm-up suits, sweat pants, sweat shirts, sweat shorts, sweat suits, jogging suits, athletic footwear, gym shorts, scarves, nightgowns, night shirts, pajamas, sleepwear and loungewear products, namely, briefs, boxer shorts, athletic shirts and bottoms, t-shirts and tank tops, undershirts, underpants and undershirts, robes, knitted and woven sleepwear, namely, sleep shirts, pajama tops, pajama bottoms, knitted and woven loungewear", in International Class 025 ("Opposer's Federal Mark").
3. Opposer is the owner of the common law mark "YOLO YOU ONLY LIVE ONCE" for use on (among other things) the various articles of clothing described in the

application to register Opposer's Federal Mark, as well as the retail sale by means of the Internet of such clothing and various types of bags, namely, tote bags, slingpack bags, stick bags and sling bags ("Opposer's Common Law Mark", and, together with Opposer's Federal Mark, "Opposer's Marks").

4. Opposer duly adopted each of Opposer's Marks for use on or in connection with the aforementioned goods and services. Opposer first used each of Opposer's Federal Mark and Opposer's Common Law Mark (both intrastate and in interstate commerce) at least as early as April 1, 1996. Opposer continues to offer these goods and services in interstate commerce and has continuously used Opposer's Marks in this manner since at least as early as April 1, 1996.

5. As a result of long, uninterrupted, exclusive and continuing use of the mark "YOLO" and variations thereof in interstate commerce, substantially throughout the United States, on and in connection with various articles of clothing and various types of bags, Opposer is the exclusive owner of common law rights in the mark "YOLO" for use on and in connection with such clothing and bags. As a result of such long, uninterrupted, exclusive and continuing use of the mark "YOLO" in interstate commerce, substantially throughout the United States on and in connection with such clothing and bags, the mark "YOLO" has come to be recognized in the trade and in the minds of the relevant consuming public as identifying Opposer as the source of origin of such clothing and bags sold under and/or bearing the mark "YOLO" and/or some variation thereof.

6. There is no issue as to priority, as Applicant filed each of Application Serial Nos. 76/573,601 and 76/573,602 on January 30, 2004, on an Intent-to-Use basis, under Section 1(b) of the Trademark Act, 15 U.S.C. §1051(b). Accordingly, for priority purposes,

Applicant's filing date (January 30, 2004) is its priority date. This priority date is considerably subsequent to the date of Opposer's first use of Opposer's Marks (both intrastate and in interstate commerce) of April 1, 1996.

7. Opposer has made a substantial investment in promoting its goods and services as described above in connection with Opposer's Marks and has developed substantial goodwill that is symbolized by this mark. Opposer has extensively used, promoted and offered its goods and services under Opposer's Marks to the public through various channels of trade in interstate commerce, with the result that its customers, and the public in general, have come to know and recognize Opposer's Marks, and to identify, associate and/or equate this mark with Opposer and/or the goods and/or services offered, marketed and/or provided by Opposer.

8. By virtue of its substantial investment in promoting its goods and services under Opposer's Marks, and by virtue of the excellence of its goods and services, Opposer has gained a valuable reputation for Opposer's Marks.

9. Opposer's Marks and Applicant's Mark each consist solely of text. Opposer's Federal Mark consists of two terms – "YOLO SPORTSWEAR". The Trademark Examiner in charge of the application to register Opposer's Federal Mark has requested, and Opposer has agreed, to disclaim any rights in the term "Sportswear". Opposer's Common Law Mark consists of five terms – "YOLO YOU ONLY LIVE ONCE". Applicant's Mark consists of five terms and a dash – "YOLO – YOU ONLY LIVE ONCE". Applicant's Mark is identical to the first half of Opposer's Federal Mark and virtually identical to Opposer's Common Law Mark, the only difference being that Applicant's Mark includes a dash between the term "YOLO" and the balance of the mark, while Opposer's Common Law Mark does not include such a dash.

10. Applicant's Mark so resembles Opposer's Marks as to be likely, when applied to Applicant's and Opposer's respective goods and services, to cause confusion or mistake and/or to deceive purchasers, resulting in damage to Opposer and its reputation. The customers of Applicant that purchase the clothing and/or bags of Applicant are the same customers of Opposer that purchase Opposer's clothing and the bags and other goods sold by Opposer.

11. Upon information and belief, certain of the goods on which Applicant uses Applicant's Mark, namely, "clothing, namely, tee shirts, shirts, shorts, skirts, jeans, pants, sweaters, dresses, jackets, coats, hats, undergarments and footwear", in International Class 025, and "bags, namely, handbags, shoulder bags, backpacks, wallets, luggage and briefcases", in International Class 018, and the goods on which Opposer's Federal Mark is used, namely, "women's, men's, boys and girls wearing apparel, namely, shirts, t-shirts, tank tops, blouses, jackets, beach and swimming cover-ups, pants, dresses, shorts, walking shorts, skirts, gloves, ties, neckwear, hosiery, socks, stockings, tights, hats, outerwear namely, jackets, coats, and vests, sweaters, rainwear, raincoats, capes, ponchos, shoes, boots, slippers, tennis and golf dresses, tennis and golf shorts, warm-up suits, sweat pants, sweat shirts, sweat shorts, sweat suits, jogging suits, athletic footwear, gym shorts, scarves, nightgowns, night shirts, pajamas, sleepwear and loungewear products, namely, briefs, boxer shorts, athletic shirts and bottoms, t-shirts and tank tops, undershirts, underpants and undershirts, robes, knitted and woven sleepwear, namely, sleep shirts, pajama tops, pajama bottoms, knitted and woven loungewear", and the services in connection with which Opposer's Common Law Mark is used, namely, the retail sale by means of the Internet of various types of clothing and bags, are identical and/or highly related and are likely to be offered and/or targeted to the same group or groups of purchasers.

12. Because of the similarities that exist between Applicant's Mark and Opposer's Marks, and because the parties' goods and/or services are identical and/or highly related and are likely to be encountered by the same customer groups, Opposer's customers and the general public are likely to be confused, mistaken and/or deceived as to the origin and sponsorship of Applicant's goods and misled into believing that Applicant's goods offered under Applicant's Mark are provided by, or are in some other way directly or indirectly associated or affiliated with, Opposer, resulting in damage to Opposer and its reputation.

13. As a result of the similarity in appearance, sound and commercial connotation of Opposer's Common Law Mark "YOLO YOU ONLY LIVE ONCE" and Applicant's Mark "YOLO - YOU ONLY LIVE ONCE", and the highly related nature of the goods and services sold by Opposer under Opposer's Common Law Mark and the goods for which registration of Applicant's Mark is sought, and the related and common channels of trade in which the goods of Opposer and Applicant do and probably will move and in which Opposer and Applicant do and will conduct their respective businesses, there is a likelihood of confusion between Opposer's Common Law Mark and Applicant's Mark, such that Opposer will be damaged by any registration of Applicant's Mark by Applicant.

14. Given the relative fame that Applicant enjoys in the fields of clothing and bags, it is also possible that, for the reasons set forth above, Opposer's customers and the general public may be confused, mistaken and/or deceived as to the origin and sponsorship of Opposer's goods and services and misled into believing that Opposer's goods and services offered under Opposer's Marks are provided by, or are in some other way directly or indirectly associated or affiliated with, Applicant, resulting in reverse confusion and, again, damage to Opposer and its reputation.

15. Opposer has no control over the nature or quality of the goods on which Applicant uses Applicant's Mark. In the event of false association with Opposer, any defects, objections or faults found with any goods offered under Applicant's Mark could inflict serious injury upon Opposer and its reputation.

16. If the mark "YOLO – YOU ONLY LIVE ONCE" is registered pursuant to either or both of Application Serial Nos. 76/573,601 or 76/573,602, Applicant will acquire the *prima facie* exclusive right to use the mark "YOLO – YOU ONLY LIVE ONCE" on and in connection with the goods set forth in such registrations throughout the United States. This will damage Opposer in that there will be a likelihood of confusion and, in all likelihood, actual confusion by and among consumers and in the trade as to the true source or origin of the goods provided by Applicant under Applicant's Mark. Such confusion will inevitably damage Opposer and result in irreparable harm to Opposer.

17. (The United States Patent and Trademark Office (the "USPTO"), in an Office Action dated September 18, 2004, refused registration of Opposer's Marks based on the possibility of a likelihood of confusion with Applicant's Mark, should one or more of the applications to register Applicant's Mark mature into a registration. (See Exhibit A hereto.) The USPTO subsequently suspended Application Serial No. 78/376,061 in an Office Action dated October __, 2004, pending the disposition of the applications to register Applicant's Mark. (See Exhibit B hereto.)

18. In sum, the registration of Applicant's Mark by Applicant will prevent the registration of Opposer's Marks by Opposer could potentially preclude Opposer from using Opposer's Marks in interstate commerce and will seriously damage Opposer and its reputation.

WHEREFORE, Opposer prays that Application Serial Nos. 76/573,601 and 76/573,602 be refused registration, that no registration be issued thereon to Applicant, and that this Opposition be sustained in favor of Opposer.

A duplicate of this Notice of Opposition is enclosed herewith.

Respectfully submitted,

YOLO SPORTSWEAR, LLC

By: _____

Mark G. McCreary, Esquire
Fox Rothschild LLP
2000 Market Street, Tenth Floor
Philadelphia, PA 19103
(215) 299-2010
Counsel for Opposer


Dated: December 3, 2004

CERTIFICATE OF MAILING

I hereby certify that this paper is being deposited with the United States Postal Service, first class postage prepaid, on the date indicated above, in an envelope addressed to:

Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

Dated: December 3, 2004



Mark G. McCreary

CUSTOMER SERVICE ORDER STATUS ABOUT YOLO EMAIL LIST SURVEY

YOLO...

SHIRTS | HATS | ACCESSORIES

Take action. Seize the moment. Follow your instincts.
Life presents challenges; it is up to you to turn them
into opportunities.

You Only Live Once... if you do it right, once is enough.



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$\Delta \pi$ EXHIBIT <u>19</u>
Deponent <u>Forster</u>
Date <u>4/6/06</u> Rptr. <u>CDL</u>
WWW.DEPOBOOK.COM

FOX • ROTHSCHILD_{LLP}

ATTORNEYS AT LAW

2000 MARKET STREET • TENTH FLOOR • PHILADELPHIA, PA 19103
215.299.2000 • FAX 215.299.2150 • www.foxrothschild.com

Mark G. McCreary
Direct Dial: (215) 299-2010
Internet Address: mmccreary@foxrothschild.com

March 16, 2004

*Certified Mail/
Return Receipt Requested and
Electronic Mail (buy3sell4@aol.com)
Personal and Confidential*

Mr. Harry Mesh
Ms. Andrea Mesh
7 Oxford Ct.
Morganville, NJ 07751

Mr. Adam Mesh
401 E. 34th St., Apt N12D
New York, NY 10016

Ms. Joanna Mesh
60 W. 23rd. St., Apt 630
New York, NY 10010

Mr. Dan Castle
160 W.88th St., Apt 15H
New York, NY 10128

Mr. Matthew Grossman
301 E. 66th St., Apt 7K
New York, NY 10021

Re: "YOLO YOU ONLY LIVE ONCE" – Possible Trademark Infringement

Dear Ladies and Gentlemen:

This firm represents YOLO Sportswear, LLC ("YOLO"), the owner of the trademark "YOLO YOU ONLY LIVE ONCE" (as well as several other marks) as used in connection with, among other things, women's, men's, boys and girls wearing apparel, namely, shirts, t-shirts, tank tops, blouses, jackets, beach and swimming cover-ups, pants, dresses, shorts, walking shorts, skirts, gloves, ties, neckwear, hosiery, socks, stockings, tights, hats, outerwear namely, jackets, coats, and vests, sweaters, rainwear, raincoats, capes, ponchos, shoes, boots, slippers, tennis and golf dresses, tennis and golf shorts, warm-up suits, sweat pants, sweat shirts, sweat shorts, sweat suits, jogging suits, athletic footwear, gym shorts, scarves, nightgowns, night shirts, pajamas, sleepwear and loungewear products, namely, briefs, boxer shorts, athletic shirts and bottoms, t-shirts and tank tops, undershirts, underpants and undershirts, robes, knitted and woven sleepwear, namely, sleep shirts, pajama tops, pajama bottoms, knitted and woven loungewear. Our client owns and operates a successful, nationwide business that sells the foregoing items, (as you well know).

PENNSYLVANIA • NEW JERS.

PH2 189913v1 03/16/04

$\Delta \pi$ EXHIBIT <u>20</u>
Deponent <u>Forshe</u>
Date <u>4/6/06</u> Rptr. <u>COL</u>
WWW.DEFOBOOK.COM

**FILE
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Certified Article Number

7160 3901 9844 2433 0244

SENDERS RECORD

Certified Article Number

7160 3901 9844 2433 2897

SENDERS RECORD

Certified Article Number

7160 3901 9844 2433 2903

SENDERS RECORD

Certified Article Number

7160 3901 9844 2433 0220

SENDERS RECORD

Certified Article Number

7160 3901 9844 2433 0237

SENDERS RECORD

Mr. Harry Mesh
Mr. Adam Mesh
Ms. Andrea Mesh
Ms. Joanna Mesh
Mr. Dan Castle
Mr. Matthew Grossman
March 16, 2004
Page 2

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As you also know, YOLO was considering entering into a trademark license agreement with you so that you would be permitted to sell certain items that use YOLO's trademark "YOLO YOU ONLY LIVE ONCE" in connection with certain goods approved by YOLO and that would not be sold in YOLO's channels of trade. You had agreed to certain economic remuneration to YOLO in exchange for the right for you to use its valuable trademarks. YOLO has now learned that you have been blatantly negotiating in bad faith and are actually attempting to federally register the mark "YOLO - You Only Live Once" for goods that are exactly same as those goods that YOLO sells under its trademark. I am confident that your attorney provided you with trademark advice and that you are well aware that you are knowingly, purposefully and willfully infringing my client's trademark.

It has come to our attention that you have also commenced operation of the Internet Web Site "www.yoloclothing.com", which features for sale goods that are exactly the same as those goods sold by YOLO under the mark "YOLO YOU ONLY LIVE ONCE".

Given YOLO's eight (8) year use of the mark "YOLO YOU ONLY LIVE ONCE", its pending federal trademark application, your recognition of YOLO's rights in its trademark (evidenced by your continued willingness to enter into a trademark license agreement and to pay fees for use of the mark), the use of YOLO's exact trademark "YOLO YOU ONLY LIVE ONCE" by you in connection with certain items of clothing, jewelry and handbags and your advertisement and offering of the same for sale on your Web Site, we believe that the foregoing uses of the mark "YOLO - You Only Live Once" will inevitably lead to an erroneous association in the public mind between the goods provided by YOLO and the goods provided by you. (As you may know, spelling, capitalization, pronunciation, punctuation and the addition of other terms are irrelevant in determining whether confusion as between trademarks exists; therefore, the addition of a hyphen between the terms "YOLO" and "You" is inconsequential.) In addition, we believe that your use of our client's mark in this field will cause injury to our client by diluting the distinctiveness of its "YOLO YOU ONLY LIVE ONCE" mark. We believe that these activities constitute trademark infringement, dilution and unfair competition under both federal and state law.

I am writing this letter to request (1) that you immediately cease and desist from all use of the mark "YOLO YOU ONLY LIVE ONCE" or any name, mark or designation similar to it, and (2) that you contact the undersigned with evidence that your pending federal trademark applications (Serial Nos. 76/573,601, 76/573,602 and 76/573,605) have been expressly

**FILE
COPY**
FOX BROTHERSCHILD, L.L.C.
ATTORNEYS AT LAW

Mr. Harry Mesh
Mr. Adam Mesh
Ms. Andrea Mesh
Ms. Joanna Mesh
Mr. Dan Castle
Mr. Matthew Grossman
March 16, 2004
Page 3

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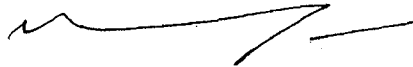
abandoned. I trust that you will understand the importance of a trademark owner diligently policing and enforcing its rights with respect to any trademark that it owns.

I must advise you that our client views this matter as extremely serious and is fully prepared to take whatever action may be necessary to protect the valuable goodwill that it has built up in its "YOLO YOU ONLY LIVE ONCE" mark. Unless, within twenty (20) days of the date of this letter, I have received written assurance of your good intentions, and of your agreement to comply with the foregoing requests, I will be obliged to construe your silence as a rejection. In that event, our client will have no alternative but to pursue such legal remedies as may be available to it, without further notice to you.

I think that you need to have a frank discussion with your trademark attorney regarding your actions to date. You have had actual knowledge of YOLO's mark "YOLO YOU ONLY LIVE ONCE" and their rights therein for some time. Despite that, you have attempted to federally register the mark "YOLO - You Only Live Once" for goods that are identical to those sold by YOLO, even while attempting to negotiate a trademark license agreement. Furthermore, you have commenced operation of your web site, clearly attempting to sell goods that infringe my client's mark and disregarding YOLO's valuable rights therein.

I think you will agree that it is in the best interest of all concerned that this matter be resolved quickly and amicably. Accordingly, I await your prompt attention to this matter.

Very truly yours,



Mark G. McCreary

MGMc/mm

cc: YOLO Sportswear, LLC
William B. Cooper, III, Esq.
bcc: Tristram R. Fall, III, Esq.

**FILE
COPY**
FOX ROTHSCHILD
ATTORNEYS AT LAW

UNITED STATES PATENT AND TRADEMARK OFFICE
Trademark Trial and Appeal Board
P.O. Box 1451
Alexandria, VA 22313-1451

TLW

Mailed: March 30, 2005

Opposition No. 91163508

YOLO SPORTSWEAR, LLC

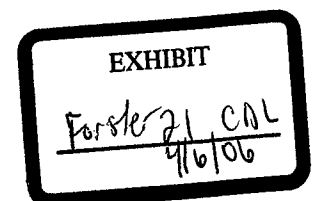
v.

Grossman, Matthew

Answer was due in this case on January 29, 2005.

Inasmuch as it appears that no answer has been filed, nor has applicant filed a motion to extend its time to answer, notice of default is hereby entered against applicant under Fed. R. Civ. P. 55(a).

Applicant is allowed until thirty days from the mailing date of this order to show cause why judgment by default should not be entered against applicant in accordance with Fed. R. Civ. P. 55(b).



UNITED STATES PATENT AND TRADEMARK OFFICE
Trademark Trial and Appeal Board
P.O. Box 1451
Alexandria, VA 22313-1451

TLW

Mailed: June 13, 2005

Opposition No. 91163508

YOLO SPORTSWEAR, LLC

v.

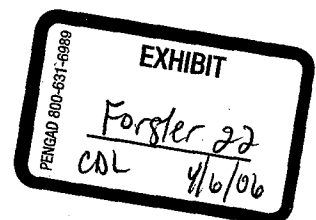
Grossman, Matthew

On March 30, 2005, the Board sent a notice of default to applicant because no answer had been filed.

The record shows no response thereto.

Accordingly, judgment by default is hereby entered against applicant, the opposition is sustained, and registration to applicant is refused. See Fed. R. Civ. P. 55, and Trademark Rule 2.106(a).

*By the Trademark Trial
and Appeal Board*



McCreary, Mark

From: McCreary, Mark
Sent: Thursday, March 25, 2004 2:55 PM
To: 'rtucker@tuckerlatifi.com'
Subject: Trademark License Agreement

Mr. Tucker,

Attached is a draft of the Trademark License Agreement that has been discussed. As Ms. Castle suggested, we have taken the approach of being as reasonable as possible in the first draft, hoping that we enter into this quickly.

My client has NOT had the opportunity to review the particulars of this draft, so there may be some additional changes.

Contact me after you have had an opportunity to review this Agreement and discuss the same with your client. I will be in the office all day Friday, March 26th.

Thank you and I look forward to working with you to resolve this matter.

Mark G. McCreary
Fox Rothschild LLP
2000 Market Street, Tenth Floor
Philadelphia, PA 19103
mmccreary@foxrothschild.com
(215) 299-2010 - Work
(215) 299-2150 - Facsimile
(610) 203-2602 - Mobile

3/25/2004



TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT (“Agreement”) is entered into as of this 25th day of March, 2004, by, between and among **YOLO SPORTSWEAR, LLC**, a New Jersey limited liability company with its principal offices located at 287 South Main Street, Suite 12, Lambertville, New Jersey 08530 (“Licensor”), and **HARRY MESH** and **ANDREA MESH**, each an individual residing at 7 Oxford Court, Morganville, New Jersey 07751, **ADAM MESH**, an individual residing at 401 E. 34th Street, Apt. N12D, New York, New York 10016, **JOANNA MESH**, an individual residing at 60 W. 23rd Street, Apt. 630, New York, New York 10010, **DAN CASTLE**, an individual residing at 160 W. 88th Street, Apt. 15H, New York, New York 10128 and **MATTHEW GROSSMAN**, an individual residing at 301 E. 66th Street, Apt. 7K, New York, New York 10021 (each a “Licensee”, and collectively, “Licensees”).

BACKGROUND

WHEREAS, Licensor is the owner of the trademark “YOLO SPORTSWEAR”, which trademark is the subject of U.S. Trademark Application Serial No. 78/376,061, and the trademark “YOLO SPORTSWEAR YOU ONLY LIVE ONCE”, among others; and

WHEREAS, Licensees desire to use the trademarks “YOLO” and “YOLO – YOU ONLY LIVE ONCE” on and in connection with the manufacture, marketing, advertising, promotion, distribution and sale of certain goods, on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. Certain Definitions. As used herein, the following terms shall have the following meanings:

(a) “Effective Date” shall mean the date of the first sale of any of the Products.

(b) “Licensed Marks” shall mean the marks “YOLO” and “YOLO – YOU ONLY LIVE ONCE”.

(c) “Permitted Markets” shall mean retail locations: (i) that do not offer or sell and are not related to athletic apparel, sporting goods and/or sport casual apparel, or (ii) other than those in which Licensor sells its products, and (iii) that are approved from time to time, in writing, by Licensor. The initial Permitted Markets are set forth on Exhibit A hereto. If Licensor learns that Licensees, or any of them, are offering Products for sale in retail locations other than a Permitted Market, Licensees shall cease such activity within ten (10) days of receiving written notice of the same from Licensor. Permitted Markets shall include the marketing and sale of Products on or through the Internet, provided that Licensees do not market Products in or through any of the channels of trade identified above (e.g., Licensees may not advertise on a sporting goods store’s web site).

(d) "Net Sales" shall mean the gross sales amount of all Products invoiced by Licensees, or any of them, or any of their affiliates, minus: (i) actual cash and trade discounts given to customers; (ii) credits allowed customers for returns and allowances for damaged, late or defective merchandise; (iii) shipping and freight charges actually billed to, and ultimately paid by, customers (to the extent included of gross sales); and (iv) sales, use and excise taxes (to the extent included in gross sales).

(e) "Products" shall mean clothing, including, but not limited to, tee shirts, shirts, shorts, skirts, jeans, pants, sweaters, dresses, jackets, coats, hats undergarments and footwear. Additional Products may be added by mutual written agreement of the parties.

(f) "Term" shall mean the Initial Term and all Renewal Terms (if any), as defined in Section 3 below.

(g) "Territory" shall mean the United States of America, its territories and possessions.

2. Scope.

(a) Grant of License. Subject to the terms of this Agreement, Licensor hereby grants to Licensees, during the Term, a non-transferable, non-exclusive license to manufacture, have manufactured, market, advertise, promote, distribute and sell Products, in the Territory and in the Permitted Markets, that bear (directly or by label, tag, packaging, advertising or otherwise) either or both of the Licensed Marks.

(b) Reservation of Rights. Licensor reserves all rights in and to the Licensed Marks except as specifically granted herein to Licensees, and Licensor may exercise such rights at any time. Nothing herein shall prevent Licensor from manufacturing, having manufactured, marketing, advertising, promoting, distributing and selling any good that bears either or both of the Licensed Marks. Licensees each acknowledge that the rights granted to them under this Agreement do not include the right to operate a retail store or boutique under either or both of the Licensed Marks or any variation or simulation thereof.

(c) Conditions Precedent. The effectiveness of this Agreement is expressly conditioned on the following:

(i) Licensor's receipt of the payments required by Sections 4(a) and (d), by certified bank check or wire transfer; and

(ii) Licensor's receipt of evidence reasonably satisfactory to its legal counsel that the trademark filing required by Section 4(e) has been completed.

3. Term.

(a) The term of this Agreement shall commence on the Effective Date and shall continue through March 31, 2007 (the "Initial Term"). At the end of the Initial Term, and any subsequent Renewal Term, Licensees shall have the option to renew this Agreement for an additional term of three (3) years (each, a "Renewal Term") by giving written notice thereof at

least ninety (90) days prior to the expiration of the then current Term, unless: (i) one party notifies the other party in writing (the "Termination Notice"), not less than six months prior to the end of the then current Term, of its decision to terminate this Agreement at the end of the then current Term; (ii) no Event of Default (as hereinafter defined) has occurred and is continuing either at the time at which the renewal option is exercised or on the last day of the then current Term; or (iii) this Agreement was previously terminated pursuant to Section 14 below.

(b) The Initial Term shall consist of three (3) annual periods (each, an "Annual Period"), the first of which shall commence on the Effective Date and end on March 31, 2005. The second Annual Period shall commence on April 1, 2005 and end on March 31, 2006 and the third Annual Period shall commence on April 1, 2006 and end on March 31, 2007. Each Renewal Term (if any) shall consist of three (3) Annual Periods, each of which shall be 12 months in duration.

4. Initial Payment, Royalties, Attorney Fees and Withdrawal of Application.

(a) Initial Payment. In consideration of the license granted herein, Licensees shall pay to Licensor, upon execution of this Agreement, Five Thousand Dollars (\$5,000.00), payable by certified bank check or wire transfer.

(b) Royalties. In consideration of the license granted herein, Licensees shall pay to Licensor royalties ("Royalties"), as follows:

(i) Three percent (3%) of the first Five Hundred Thousand Dollars (\$500,000.00) of Licensee's Net Sales with respect to the Products during each Annual Period; plus

(ii) One percent (1%) of Licensees' Net Sales with respect to the Products in excess of Five Hundred Thousand Dollars (\$500,000.00) during each Annual Period.

(c) Payment of Royalties. Royalties payable hereunder shall be accounted for and paid quarterly within thirty (30) days after the close of each March, June, September and December during the Term (or portion thereof in the event of any prior termination for any reason), commencing with the quarter ending on June 30, 2004. For the purpose of calculating Royalties, the amount of Net Sales shall return to Zero Dollars (\$0.00) upon the commencement of each Annual Period.

(d) Licensor Attorneys Fees. As additional consideration for the license granted herein, Licensees agree to pay the attorneys fees of Licensor in connection with the preparation of this Agreement, in an amount not to exceed \$2,000.00. Licensor shall provide Licensees with the total amount owed pursuant to this Section 4(d) upon execution of this Agreement.

(e) Withdrawal of Application. As additional consideration for the license granted herein, Licensee shall, upon execution of this Agreement, file such paperwork as may be necessary to expressly withdraw Licensee's pending U.S. Trademark Application Serial No. 76/573,601 for the mark "YOLO - YOU ONLY LIVE ONCE".

(f) Interest. Any payments required to be made under this Agreement which remain unpaid by Licensees to Licensor for more than thirty (30) days following their respective due dates will bear interest at the rate of one and one-half percent (1½%) per month, or the highest rate permitted by law, if lower.

5. Advertising. Licensees will use commercially reasonable efforts to actively promote the Products and exploit the rights and license granted herein by creating and developing markets for the Products and to strive to obtain as broad a distribution of Products as is reasonably possible consistent with the high standards and prestige sought to be represented by the Licensed Marks. All such materials shall be subject to Licensor's approval in accordance with Section 8 below.

6. Sales Statements.

(a) Licensees shall deliver to Licensor, at the time each payment of Royalties is due, a statement signed by a representative authorized by Licensees (the "Representative") to make such statement, indicating, by month, the number and invoice price of all Products shipped during the period covered by such payment, the amount of discounts and credits from gross sales that may be deducted therefrom and a computation of the Royalties payable hereunder for such period. Such statement shall be furnished to Licensor whether or not any Products have been sold during the period for which such statement is due.

(b) Licensees shall deliver to Licensor, not later than forty-five (45) days after the close of each Annual Period during the Term (or portion thereof in the event of any prior termination for any reason), a statement signed by the Representative relating to the entire Annual Period, setting forth the same information required to be submitted by Licensees in accordance with Section 6(a) above.

7. Books and Records; Audits.

(a) Licensees shall prepare and maintain, in such manner as will allow their accountants to audit the same in accordance with generally accepted accounting principles, complete and accurate books of account and records covering all transactions arising out of or relating to this Agreement. Licensor and its duly authorized representative(s) shall have the right, during the Term and for one year thereafter, during regular business hours and upon prior notice of at least five (5) days, to audit such books of account and records and examine all other documents and materials in the possession or under the control of Licensees with respect to the subject matter and the terms of this Agreement. All such books of account, records and documents shall be kept available by Licensees for at least one year after the end of the Annual Period to which they relate. Licensor and/or its authorized representatives shall have the right to make copies of and extracts from any of such books, records, documents and materials for the purposes of performing any such examination and/or audit. Each Licensee shall provide to Licensor, on or before April 15th of every year that this Agreement is in effect, a copy of any tax return of the Licensees with respect to the sale of the Products.

(b) If, as a result of any audit of Licensees' books and records, it is shown that Licensees' payments were less than the amount that should have been paid by an amount

equal to three percent (3%) or more of the payments actually made with respect to sales occurring during the period in question, then Licensees shall reimburse Licensor for the cost of such audit. In any event, Licensees shall make all payments required to be made to eliminate any discrepancy revealed by any such audit within thirty (30) days after Licensor's demand therefor.

8. Design and Manufacture of Products; Quality Control.

(a) Licensor shall have no responsibility for the design of any Products or for the manufacture or production of any Products. Licensees shall bear all responsibility and all costs and expenses associated or incurred in connection therewith.

(b) The nature, quality, construction, workmanship, styling and materials of all Products and all packaging, boxes, bags, labels, tags, hangers, catalogs, price lists, advertising, publicity material and promotional material therefor, and any and all similar items bearing the Licensed Marks shall be subject to Licensor's approval, as set forth below, and shall meet all reasonable specifications and standards therefor as may be set by Licensor from time to time.

(c) Prior to any commercial production thereof, Licensees shall submit to Licensor, without cost to Licensor, for Licensor's inspection and written approval, Design Samples of each of the Products intended to be produced and sold by Licensor hereunder. (Licensor does not intend to review every possible color configuration but, rather, to review each style of clothing and the different manner in which the Licensed Marks will be used in connection with the same.) "Design Samples" shall mean either a sample of a proposed Product or a drawing thereof with manufacturing specifications. "Approved Design Samples" shall mean Design Samples for which written approval has been given by Licensor by means of a list, letter or other communication signed by a duly authorized officer or employee of Licensor, setting forth those Design Samples approved by Licensor for inclusion in Products. Design Samples not disapproved within fifteen (15) business days after Licensor's receipt thereof shall be deemed approved. Any such disapproval shall be accompanied by a written explanation of the reason(s) therefor. If Licensor disapproves any particular Design Sample, Licensees may modify it and resubmit it to Licensor for its written approval. Licensees shall not provide, offer to sell or sell to the trade or the public any Product that has not been approved by Licensor.

(d) Licensees shall submit to Licensor, without cost to Licensor, for Licensor's inspection and written approval, representative samples of all packaging, boxes, bags, labels, tags, hangers, catalogs, price lists, advertising, publicity material and promotional material for Products or bearing any of the Licensed Marks at least thirty (30) days prior to any trade or public use thereof. If, within fifteen (15) business days of Licensor's receipt of such a sample, Licensor notifies Licensees that it disapproves of such sample, Licensees shall not commence use of the material represented by the sample. Any such disapproval shall be accompanied by a written explanation of the reason(s) therefor. Samples not disapproved within fifteen (15) business days after their receipt by Licensor shall be deemed approved.

(e) The quality, construction, workmanship, styling and materials of all Products shown, offered for sale or sold to the trade or public shall conform in all material

respects to the quality, construction, workmanship, styling and materials of the sample(s) thereof approved by Licensor. If at any time any Products do not meet the quality level of the sample(s) thereof approved by Licensor, Licensees shall use commercially reasonable efforts to restore such quality as promptly as reasonably practicable.

9. Representations of Licensees. Each of the Licensees, jointly and severally, hereby represents and warrants to Licensor as follows:

- (a) Licensees are citizens of the State in which they reside.
- (b) Licensees have the individual capacity, personal power and authority to execute, deliver and perform this Agreement. This Agreement has been duly executed and delivered by Licensees and constitutes a valid and binding instrument of Licensees, enforceable in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization, moratorium and other similar laws of general applicability relating to or affecting creditors' rights and general equity principles.
- (c) No consents, approvals, authorizations or orders of, or filings or registrations with, any person, corporation, or other entity are required in connection with the execution, delivery and performance by Licensees of their obligations under this Agreement.
- (d) Licensees are not a party to any other contract or agreement that prohibits or impedes him or her from entering into this Agreement and/or performing his or her obligations hereunder.
- (e) Licensees shall provide prior written notice to Licensor if they plan to sell products that incorporate one or more of the Licensed Marks (or derivation thereof) on goods other than the Licensed Products, bags (namely, handbags, shoulder bags, backpacks, wallets, luggage and briefcases) or jewelry (namely, rings, earrings, bracelets, necklaces, pendants, cuff links and watches).

10. Representations of Licensor. Licensor hereby represents and warrants to Licensees as follows:

- (a) Licensor is duly organized, validly existing and in good standing as a corporation under the laws of its state of incorporation.
- (b) Licensor has all necessary corporate power and authority to enter into this Agreement and to carry out all of its obligations hereunder. The execution, delivery and performance of this Agreement by Licensor and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action on the part of Licensor. This Agreement has been duly executed and delivered by Licensor and constitutes a valid and binding instrument of Licensor, enforceable in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization, moratorium and other similar laws of general applicability relating to or affecting creditors' rights and general equity principles.

(c) No consents, approvals, authorizations or orders of, or filings or registrations with, any person, corporation, or other entity are required in connection with the execution, delivery and performance by Licensor of its obligations under this Agreement.

11. Trademarks; Trademark Notice.

(a) Trademarks. Except for those federal trademark applications already filed, namely, U.S. Trademark Application Serial Nos. 76/573,601, 76/573,602, and 76/573,605, each for the mark “YOLO – YOU ONLY LIVE ONCE”, Licensees represent to Licensor that they have not filed, directly or indirectly, and agree that they will not file, directly or indirectly, any state, federal or international trademark application with respect to either or both of the Licensed Marks (or any mark substantially similar thereto) in connection with the Products or any other goods or services related thereto.

(b) Trademark Notice. Licensees will cause to appear on all advertising, promotional and publicity materials for the Products, on any other printed materials (including web pages and electronic mail) used in connection therewith, and on any other printed matter of any kind on which either or both of the Licensed Marks appear, notice in the following form:

“YOLO – YOU ONLY LIVE ONCE” [and/or YOLO] is[are] a trademark[s] of Yolo Sportswear, LLC. Used Under License from Yolo Sportswear, LLC. All Rights Reserved.

Such notice shall be customized depending on which of the Licensed Marks are used on the Products or other materials on which such notice appears. Licensor, in its reasonable discretion, may change the form of notice to be used on the Products under this Section by giving prior written notice thereof of not less than ninety (90) days to Licensees.

(c) Use of Licensed Marks. Licensees shall not use either or both of the Licensed Marks, in whole or in part, as the name of any corporation or other entity with which any of them may be associated or involved. Licensees shall not join any name or names with either or both of the Licensed Marks so as to form a new name or mark. Licensees shall not use any name or names in connection with either or both of the Licensed Marks in any advertising, publicity, labeling, packaging or printed matter of any kind utilized by Licensees in connection with Products, unless and until Licensor consents thereto in writing, which consent shall not be unreasonably withheld.

(d) Validity of Licensed Marks. Licensees acknowledge the validity of the Licensed Marks and the rights of Licensor with respect to the Licensed Marks in the Territory in any form or embodiment thereof and the goodwill attached or which shall become attached to either or both of the Licensed Marks in connection with the business and goods in relation to which the same has been, is or shall be used. Sales by Licensees shall be deemed to have been made by Licensor for purposes of trademark registration and all uses of the Licensed Marks by Licensees, or any of them, shall inure to the benefit of Licensor. Licensees shall not, at any time, knowingly do or suffer to be done any act or thing which may in any way adversely affect any rights of Licensor in and to either or both of the Licensed Marks or any registration thereof or which, directly or indirectly, may reduce the value of either or both of the Licensed Marks or detract from their reputation. Licensees shall not affix any Licensed Marks to any

Product if it is to be sold as a "second" or as an "irregular" and shall remove any Licensed Marks from any Product to be sold as a "second" or as an "irregular".

12. Infringements by Third Parties.

(a) Each party shall promptly notify the other party if it believes that there exists, or has been, an unauthorized use of any of the Licensed Marks by a third party or a breach of either party's rights under this Agreement.

(b) If Licensor believes or is notified by Licensees that Licensees believe that there exists, or has been, an unauthorized use of any of the Licensed Marks by a third party, or a breach of Licensees' rights under this Agreement, then Licensor shall have the right, but not the obligation, to protect and defend its rights and the right of Licensees to use the Licensed Marks and, if Licensor so elects, Licensor shall proceed to do so, at its expense and expeditiously, diligently and through qualified legal counsel of its choice.

(c) If Licensor does not elect to file suit or cause an alleged infringement or breach of Licensees' rights hereunder to cease within a period of thirty (30) days from the date that it discovers or is notified by Licensees of an alleged unauthorized use of any of the Licensed Marks by a third party, or a breach of Licensees' rights hereunder, then Licensees may, at their own cost and expense, protect and defend their rights under this Agreement.

(d) All expenses, legal fees and court costs incurred in the protection and defense of the rights of Licensees hereunder, or as a result of any claims arising in connection therewith, shall be borne by the party who instituted the action, unless the parties otherwise agree. If required or necessary, Licensor or Licensees, as the case may be, shall join as a party plaintiff in any such action. Each party shall reasonably assist the other in the prosecution of any such action. The costs and expenses of each of the parties relating to any such suit shall be paid from the proceeds of any such action. Thereafter, the party who instituted the action shall retain any excess or recoveries over costs and expenses in any such action unless the verdict, determination or settlement delineates and/or apportions damages on the bases of trademark ownership and/or distribution rights.

13. Indemnification; Insurance.

(a) Each Licensee agrees to indemnify, defend and hold harmless Licensor, its directors, officers, employees, independent contractors and agents from and against any and all liabilities, actions, claims, damages, costs and expenses (including without limitation reasonable attorneys' fees and court costs) arising from or relating to: (i) any breach or violation of the representations and warranties made by Licensees in this Agreement; or (ii) any negligence, gross negligence or willful misconduct of any Licensee, his or her employees, independent contractors or agents. If a claim for indemnity is made pursuant to this Section 13(a), Licensor shall give Licensees prompt written notice of any alleged liability or action and shall tender the full defense thereof to Licensees.

(b) Licensees shall, throughout the Term of this Agreement, and for at least two (2) years thereafter, obtain and maintain at their own cost and expense from a reputable

insurance carrier reasonably acceptable to Licensor, liability insurance with limits not less than One Million Dollars (\$1,000,000.00) (U.S.) (combined single limit) naming Licensor as an additional named insured and shall be written on an occurrence basis. Such policy shall provide protection for Licensor and Licensees against any and all claims or liabilities with which it or they may be charged because of personal or property damage or injuries suffered by any person or entity, resulting from the Licensed Products or the manufacture, use or sale thereof, whether during the Term or thereafter. The policy shall provide for not less than ten (10) days prior written notice to Licensor from the insurer prior to the effective date of the cancellation or termination and cover the contractual liability of Licensees to Licensor under the provisions of Section 13(a) above. Licensees agree to furnish Licensor a certificate of insurance evidencing same within thirty (30) days after execution of this Agreement and in no event, shall Licensees manufacture, distribute, ship or sell any Products prior to receipt by Licensor of such evidence of insurance. Licensees also agree to furnish Licensor a certificate of insurance on the first day of each Renewal Term (if any) thereafter to evidence maintenance of such insurance.

14. Termination.

(a) Licensor shall have the right to terminate this Agreement in its entirety upon the occurrence of any of the following events (each, an "Event of Default"):

(i) The breach by any Licensee of any of his or her representations or warranties herein in any material respect or the material failure of any Licensee to comply with the terms of this Agreement or otherwise discharge his or her duties hereunder, and such breach or failure is not cured to the reasonable satisfaction of Licensor within twenty (20) days of such Licensee's receipt of written notice from Licensor specifying the nature of such breach or failure with particularity;

(ii) If an audit pursuant to Section 7(b) herein reveals that Licensees' payments owed to Licensor hereunder were less than the amount that should have been paid by an amount equal to three percent (3%) or more of the payments actually made with respect to sales occurring during the period in question; or

(iii) The cessation of operations by Licensees, or the making by any Licensee of an assignment for the benefit of creditors, or the filing by or against any Licensee of any petition under any federal, national, state or local bankruptcy, insolvency or similar laws, if such filing shall not have been dismissed or stayed within sixty (60) days after the date thereof.

(b) Licensees shall have the right to terminate this Agreement in its entirety upon the occurrence of any of the following events (each, an "Event of Default"):

(i) The breach by Licensor of any of its representations or warranties herein in any material respect or the material failure of Licensor to comply with the terms of this Agreement or otherwise discharge its duties hereunder, and such breach or failure is not cured to the reasonable satisfaction of Licensees within twenty (20) days of Licensor's receipt of written notice from Licensees specifying the nature of such breach or failure with particularity; or

(ii) The cessation of operations by Licensor, or the making by Licensor of an assignment for the benefit of creditors, or the filing by or against Licensor of any petition under any federal or state bankruptcy, insolvency or similar laws, if such filing shall not have been dismissed or stayed within sixty (60) days after the date thereof.

(c) Unless otherwise provided herein, the right of either party to terminate this Agreement hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous breach or default.

15. Consequences of Expiration and Termination.

(a) Subject to Section 15(b) below, upon any expiration or termination of this Agreement, Licensees shall cease all use of the Licensed Marks, all of the rights of Licensees under this Agreement shall terminate forthwith and shall revert immediately to Licensor, all Royalties on sales theretofore made shall become immediately due and payable, and Licensees shall discontinue forthwith all use of the Licensed Marks, no longer shall have the right to use either or both of the Licensed Marks or any variation or simulation thereof and shall promptly transfer to Licensor, or to such persons or entities as Licensor may direct, free of charge, all registrations, filings and rights with regard to the Licensed Marks which it may possess at any time. In addition, Licensees thereupon shall deliver to Licensor, free of charge, all materials in their possession or under their control which were designed or approved by Licensor and either destroy or deliver to Licensor all labels, tags and other materials in Licensees' possession or under their control with either or both of the Licensed Marks thereon. After any expiration or termination of this Agreement, no Licensee shall use or permit others to use any of such materials, or any variations or simulations thereof, in connection with Products or any other merchandise.

(b) Following any expiration or termination of this Agreement, Licensees shall be entitled, for an additional period of three (3) months, to sell and dispose of any Products then on hand or in process. Such sales shall be subject to all of the provisions of this Agreement and subject to an accounting for and the payment of Royalties thereon. Such accounting and payment shall be due within thirty (30) days after the close of the such three-month period.

(c) In no event shall any expiration or termination of this Agreement excuse either party from any breach or violation of this Agreement and full legal and equitable remedies shall remain available therefor, nor shall it excuse the making of any payment due under this Agreement with respect to any period prior to the date of expiration or termination. Notwithstanding any provision of this Agreement to the contrary, Sections 7, 9, 10, 13, 15, 16, 17 and 19 hereof shall survive any expiration or termination of this Agreement.

16. Cumulative Rights and Remedies. All rights and remedies conferred upon or reserved to the parties in this Agreement shall be cumulative and concurrent and shall be in addition to all other rights and remedies available to such parties at law or in equity or otherwise, including without limitation requests for temporary and/or permanent injunctive relief. Such rights and remedies are not intended to be exclusive of any other rights or remedies and the exercise by either party of any right or remedy herein provided shall be without prejudice to the

exercise of any other right or remedy by such party provided herein or available at law or in equity.

17. Confidentiality.

(a) The parties each acknowledge and agree that all information relating to the business and operations of either party (each, a "Disclosing Party") learned or acquired by the other party (each, a "Receiving Party") during, or prior to, the Term is valuable and confidential property of the party whose information is learned. Each of Receiving Party acknowledges the need to preserve the confidentiality and secrecy of such information, and agrees that, both during the Term and after any expiration or termination of this Agreement, the Receiving Party shall maintain such information in confidence and will not use any such information for its own benefit, or publish, disclose, communicate, reveal or divulge any such information to, or use any such information for the direct or indirect benefit of, any person, corporation or other entity other than the Disclosing Party for any purpose other than that permitted by this Agreement, and will use the same degree of care to avoid publication or dissemination of any such information as the Receiving Party employs with respect to its own information which it does not desire to have published or disseminated.

(b) Each Receiving Party will limit disclosure of the confidential information received hereunder to only those of its employees and agents who are directly concerned with this Agreement; provided, however, that any non-employee agents of a Receiving Party who are afforded access to any confidential information under this Agreement must be parties to a confidentiality or non-disclosure agreement with such Receiving Party containing terms substantially similar to those set forth in this Section. The Receiving Party will advise such employees and agents upon disclosing such information of the confidential and proprietary nature thereof and will use all reasonable safeguards to prevent the unauthorized disclosure of such information by such employees and agents.

(c) Notwithstanding the foregoing, information shall not be deemed to be confidential if it: (a) is now or hereafter becomes, through no act or omission on the part of the Receiving Party, generally known or available within the industry, or is now or later enters the public domain through no act or omission on the part of the Receiving Party; (b) was acquired by the Receiving Party before receiving such information from the Disclosing Party and without restriction as to use or disclosure; (c) is hereafter rightfully furnished to the Receiving Party by a third party, without restriction as to use or disclosure; (d) is information which the Receiving Party can document was independently developed by the Receiving Party; (e) is disclosed with the prior written consent of the Disclosing Party; or (f) is required to be used or disclosed by applicable law or by regulation having the force of law, as evidenced by a written opinion of counsel reasonably acceptable to the Disclosing Party.

18. Relationship of the Parties. Nothing herein contained shall be construed to constitute the parties hereto as partners or as joint venturers, or either as the agent of the other, and neither party shall have any power to obligate or bind the other party in any manner whatsoever.

19. Miscellaneous.

(a) Notices. All notices, requests, demands and other communications required or permitted to be made hereunder shall be in writing and shall be deemed duly given if hand delivered against a signed receipt therefor, sent by registered or certified mail, return receipt requested, first class postage prepaid, or sent by nationally recognized overnight delivery service, in each case addressed to the party entitled to receive the same at the address specified at the beginning of this Agreement, with copies of the same (as appropriate) as follows:

(i) If to Licensor, then also to:

Mark G. McCreary, Esquire
Fox Rothschild LLP
2000 Market Street, Tenth Floor
Philadelphia, PA 19103

(ii) If to Licensees, then also to:

Robert L. Tucker, Esquire
Tucker & Latifi, LLP
160 East 84th Street
New York, NY 10028

Either party may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section providing for the giving of notice. Notice shall be deemed to be effective, if personally delivered, when delivered; if mailed, at midnight on the third business day after being sent by registered or certified mail; and if sent by nationally recognized overnight delivery service, on the next business day following delivery to such delivery service.

(b) Amendment and Modification. No change, amendment or modification of any provision of this Agreement shall be valid or effective unless it is in writing signed by the party against whom enforcement of such change, amendment or modification is sought.

(c) Waiver. A waiver or indulgence of any breach of any term, condition, covenant or warranty contained in this Agreement shall not be deemed or construed as a waiver of any other provisions, affect the validity of the remainder of this Agreement or constitute a waiver of any preceding or succeeding breach of the same or any other provision hereof. A waiver of any right, provision or remedy by either party shall not be valid unless executed in writing by the party making such waiver.

(d) Delays. Neither the failure of nor any delay on the part of either party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege.

(e) Consents. Licensor will not unreasonably withhold or delay the giving, or refusal to give, any consent or approval that Licensees is required to obtain from Licensor under this Agreement.

(f) Expenses. Except as provided in Section 4(d) herein, each party shall be responsible for its own expenses incurred in connection with the preparation and negotiation of this Agreement and the consummation of the transactions contemplated hereby.

(g) Governing Law. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of New Jersey, regardless of the laws that might otherwise govern under applicable principles of the conflicts of law thereof.

(h) Attorneys' Fees. Should any arbitration or litigation be commenced between the parties hereto or their personal representatives concerning any provision of this Agreement or the rights or duties of any persons in relation thereto, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for their attorneys' fees in such litigation or in a separate action brought for that purpose.

(i) Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(j) Form and Construction. The headings used in this Agreement are for convenience of reference only and do not constitute substantive matter to be considered in construing the terms of this Agreement. As used in this Agreement, the masculine gender shall include the feminine and the singular form of words shall include the plural, or vice versa, as necessary in order that this Agreement may be interpreted so as to conform with the subject matter actually existing. The language of this Agreement shall be construed as a whole and not strictly for or against either of the parties regardless of who drafted or was principally responsible for drafting this Agreement or any of its specific terms or conditions.

(k) Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, whether express or implied, oral or written, except as herein contained. The express terms hereof shall control and supersede any course of performance and/or usage of trade inconsistent with any of the terms hereof.

(l) Successors and Assigns. Neither this Agreement nor either party's rights or obligations hereunder may be assigned except with the prior written consent of the other party hereto. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(m) Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be found to be invalid or unenforceable in whole or in part under applicable law.

(n) Public Announcements. Licensee will not issue or release, directly or indirectly, any press release, marketing material or other communication to or for the media or

the public that pertains to this Agreement, the Licensed Marks or any Products (collectively, a "Press Release") unless the form and content of such Press Release have been approved by the other party hereto, such approval not to be unreasonably withheld.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

YOLO SPORTSWEAR, LLC

By: _____
Karen Forster, Vice President

Harry Mesh

Andrea Mesh

Adam Mesh

Joanna Mesh

Dan Castle

Matthew Grossman