

ESTTA Tracking number: **ESTTA262255**

Filing date: **01/22/2009**

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

Proceeding	91181448
Party	Plaintiff Jeff Brown
Correspondence Address	Courtney Bru Doerner Saunders Daniel & Anderson 320 S. Boston Avenue, Suite 500 Tulsa, OK 74103 UNITED STATES rblue@dsla.com, cbru@dsla.com
Submission	Motion for Summary Judgment
Filer's Name	Rachel Bru
Filer's e-mail	rblue@dsla.com, cbru@dsla.com
Signature	/RachelBru/
Date	01/22/2009
Attachments	Ex1-3.pdf (62 pages)(4231184 bytes)

IN THE UNITED STATE PATENT & TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

JEFF BROWN,

Opposer,

v.

PATRIOT GUARD RIDERS, INC.,

Applicant.

)
) OPPOSITION NO.: 91181448
)
) TRADEMARK: PATRIOT GUARD
) RIDERS AND DESIGN
)
) APPLICATION NO.: 77/040379
)
) DATE FILED: NOVEMBER 9, 2006
)
)

EXHIBIT 1
IN SUPPORT OF OPPOSER'S MOTION FOR SUMMARY JUDGMENT

IN THE UNITED STATE PATENT & TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

JEFF BROWN,

Opposer,

v.

PATRIOT GUARD RIDERS, INC.,

Applicant.

) OPPOSITION NO.: 91181448

) TRADEMARK: PATRIOT GUARD
) RIDERS AND DESIGN

) APPLICATION NO.: 77/040379

) DATE FILED: NOVEMBER 9, 2006
)

**DECLARATION OF JEFF BROWN IN SUPPORT OF
OPPOSER'S MOTION FOR SUMMARY JUDGMENT AND COMBINED BRIEF**

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

Dear Sir or Madam:

I, Jeff Brown, pursuant to 37 C.F.R. § 2.20, hereby declare as follows:

1. I am the Opposer in this proceeding assigned Opposition No. 91181448.
2. I am the owner of Application Serial No. 77/041,061.
3. Exhibit A is a true and correct copy of an email dated November 8, 2005 that I received from Bill Carr in response to my initial emails soliciting members for the Patriot Guard Riders organization.
4. Exhibit B is a true and correct copy of an email dated November 9, 2005 that I received from Jason Wallin.
5. Exhibit C is a true and correct copy of an email dated November 9, 2005 that I received from Jason Wallin.
6. Exhibit D is a true and correct copy of an email dated November 11, 2005 that I received from American Patch & Emblem Company.

7. Exhibit E is a true and correct copy of an email dated November 14, 2005 that I received from American Patch & Emblem Company.

8. Exhibit F is a true and correct copy of email communications dated January 23, 2007, January 29, 2007 and February 1, 2007 between myself and Mr. John Jacobs.

9. Exhibit G is a true and correct copy of a letter that I received from Donnie Jackson.

10. Exhibit H is a true and correct copy of an email dated December 5, 2005 that I received from Rita Agcaoili.

11. Exhibit I is a true and correct copy of an invoice dated December 30, 2005 that I received from United States Flag.

12. Exhibit J is a true and correct copy of the registration of PGR Store, LLC, filed with the Oklahoma Secretary of State on February 13, 2006.

13. Exhibit K is a true and correct copy of the Not for Profit Certificate of Incorporation for PGR, Inc. issued by the Oklahoma Secretary of State.

14. Exhibit L is a true and correct copy of an email dated February 4, 2006 that I received from Mr. John Jacobs.

15. Exhibit M is a true and correct copy of an email dated April 26, 2006 attaching a license agreement I received from Mr. John Jacobs.

16. Exhibit N is a true and correct copy of an email dated March 9, 2006 that I received from Mr. John Jacobs.

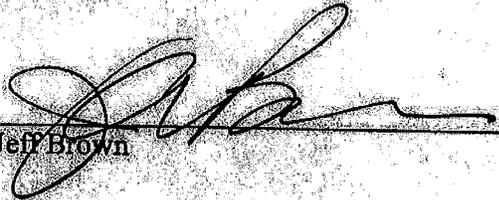
17. Exhibit O is a true and correct copy of an email dated October 3, 2006 that I received from Mr. John Jacobs.

18. Exhibit P is a true and correct copy of an email dated November 29, 2006 attaching a license agreement I received from Mr. John Jacobs.

19. I currently sell goods displaying the mark "Patriot Guard Rider" at my website, patriotguardstore.org.

I declare that all statements made herein of my own knowledge are true and all statements made on information and belief are believed to be true; and further that these statements are made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful, false statements may jeopardize the validity of the application or document or any registration resulting therefrom.

DATED: 1-22-09

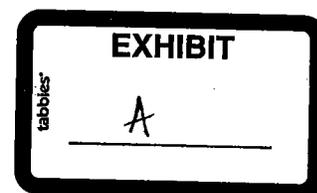
BY: 
Jeff Brown

From: Bpcarr3@wmconnect.com
Sent: Tuesday, November 8, 2005 7:44 AM
To: jeffbrown@valornet.com
Subject: Re: Patriot Guard Ride

Jeff,

I am discussed and surprised that there is a need to protect a soldiers grieving families from protesters. The Millcreek American Legion Riders will honored to act as Patriot Guards for the Erie Pa. area. you can contact me with any future notifications.

Bill Carr
Millcreek Chapter 773 President
bpcarr3@wmconnect.com



BROWN008014

From: Wallin Jason D. <jasonw@geoveritas.com>
Sent: Wednesday, November 9, 2005 8:18 PM
To: Jeff Brown <jeffbrown@valornet.com>
Cc: Husky <HuskyNorsky@hotmail.com>
Subject: RE: PGR - Most recent pickets from WBC site

I live just outside of Greeley and will be there on Friday with 7 confirmed biker patriots we will be trying to meet up about 11:20 and roll in mass. I am currently working with the hog chapters in the area and some of the motorcycle social clubs. His funeral is listed the whole schedule but not on the main page.

As I know more tomorrow I will update you.

Jason Wallin, CISSP
John Deere Agri Services
Fort Collins, CO

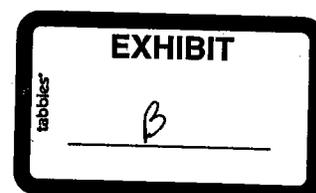
970-266-4625
jasonw@geoveritas.com

-----Original Message-----

From: Jeff Brown [mailto:jeffbrown@valornet.com]
Sent: Wednesday, November 09, 2005 6:41 PM
To: Husky; Wallin Jason D.
Subject: PGR - Most recent pickets from WBC site

Hey Guys,
Preacher just sent me your email address to put you on the PGR notification list. Either of you near Beatrice, Nebraska? Let me know and I'll send you details on the ride for Spc. Howe.
Welcome aboard...a couple of things. If you know other riders that want to get involved, regardless of any organization, let me know and I'll put them on the list. Send me any information you want distributed.
Thanks,
Jeff Brown "Twister"
Broken Arrow, OK

=====
Here's what's listed, in case you've not checked their site recently.
If you know riders in these areas, regardless of any group affiliation, pass it along and encourage them to join in a Patriot Guard Ride to honor our fallen heroes and support their families.
If anyone has contact information for rides in these areas, please pass it along to me and I will see it gets out.
Thanks,
Jeff Brown "Twister"
Broken Arrow, OK
=====



BROWN008012

WBC to picket funeral/visitation of Army Spc. Darren D. Howe - at 4 p.m.
Thursday, Nov. 10, at Fox Funeral Home, 1116 N. 19th St., Beatrice,
Nebraska. He was killed by an Iraqi IED.

WBC to picket funeral of Army Spc. Benjamin A. Smith - 10 a.m., Fri.,
Nov.
11, at Bethel Lutheran leper colony 920 3rd St., Hudson, Wisc. Killed by
an
Iraqi IED.

WBC to picket funeral of Army Maj. Gerald M. Bloomfield II - 4 p.m.
Friday
Nov. 11, Stemm-Lawson-Peterson Funeral Home, Elkhart, Indiana. Killed by
Iraqi IED.

No virus found in this incoming message.

Checked by AVG.

Version: 7.5.524 / Virus Database: 269.23.16/1432 - Release Date: 5/14/2008 7:49 AM

BROWN008013

From: Wallin Jason D. <jasonw@geoveritas.com>
Sent: Wednesday, November 9, 2005 8:19 PM
To: Jeff Brown <jeffbrown@valornet.com>
Subject: RE: PGR - Most recent pickets from WBC site

Btw you now own patriotguard.org domain name and I can host it for you for free.

Jason Wallin, CISSP
John Deere Agri Services
Fort Collins, CO

970-266-4625
jasonw@geoveritas.com

-----Original Message-----

From: Jeff Brown [mailto:jeffbrown@valornet.com]
Sent: Wednesday, November 09, 2005 6:41 PM
To: Husky; Wallin Jason D.
Subject: PGR - Most recent pickets from WBC site

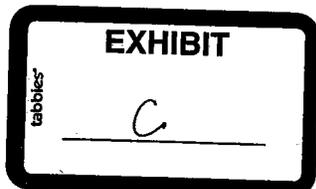
Hey Guys,
Preacher just sent me your email address to put you on the PGR notification list. Either of you near Beatrice, Nebraska? Let me know and I'll send you details on the ride for Spc. Howe.
Welcome aboard...a couple of things. If you know other riders that want to get involved, regardless of any organization, let me know and I'll put them on the list. Send me any information you want distributed.
Thanks,
Jeff Brown "Twister"
Broken Arrow, OK

=====

Here's what's listed, in case you've not checked their site recently.
If you know riders in these areas, regardless of any group affiliation, pass it along and encourage them to join in a Patriot Guard Ride to honor our fallen heroes and support their families.
If anyone has contact information for rides in these areas, please pass it along to me and I will see it gets out.
Thanks,
Jeff Brown "Twister"
Broken Arrow, OK

=====

WBC to picket funeral/visitation of Army Spc. Darren D. Howe - at 4 p.m. Thursday, Nov. 10, at Fox Funeral Home, 1116 N. 19th St., Beatrice, Nebraska. He was killed by an Iraqi IED.



BROWN008010

WBC to picket funeral of Army Spc. Benjamin A. Smith - 10 a.m., Fri.,
Nov.
11, at Bethel Lutheran leper colony, 920 3rd St., Hudson, Wisc. Killed by
an
Iraqi IED.

WBC to picket funeral of Army Maj. Gerald M. Bloomfield II - 4 p.m.
Friday
Nov. 11, Stemm-Lawson-Peterson Funeral Home, Elkhart, Indiana. Killed by
Iraqi IED.

No virus found in this incoming message.

Checked by AVG.

Version: 7.5.524 / Virus Database: 269.23.16/1432 - Release Date: 5/14/2008 7:49 AM

BROWN008011

From: psarracino [psarracino@americanpatch.com]
Sent: Friday, November 11, 2005 12:29 PM
To: Jeffbrown@valornet.com
Subject: Patch Confirmation
Follow Up Flag: Follow up
Flag Status: Flagged
Attachments: AP8483conf.pdf



American Patch & Emblem Company

A DIVISION OF TMAC GROUP, INC.

P.O. BOX 142
VILLANOVA, PENNSYLVANIA 19085
(610) 240-9911
(800) 752-1667
(610) 240-9670 FAX

Attached, please find a copy of the confirmation for your recent order. Please review the same for accuracy, insert your credit card information, sign and fax back to our office at 610-240-9670 or email to sales@americanpatch.com.

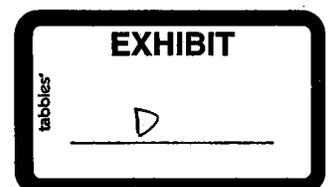
Upon receipt we will immediately commence work on this order and will forward to you by fax or e-mail, either a computer rendering or an actual scan of a pre-production sample of your patch.

Only after your approval of the scan we will bill your credit card for the amount of your order.

Please be advised that the credit/debit card charge will appear on your statement showing a merchant name of "American Patch", "Petshirt.com" or our parent company "TMAC Group"

Thank you for your confidence in American Patch for we assure you that we will earn it now and always in the future.

10/10/2008



BROWN010279



**American Patch
& Emblem Company**

A DIVISION OF MAC GROUP, INC.

P.O. Box 142
Villanova, PA 19085
(610) 240-9911
(610) 240-9670 FAX

ORDER CONFIRMATION

DATE	CONF. #
11/11/2005	8483

BILL TO
Jeff Brown 8321 South 8th Street Broken Arrow, OK 74011

SHIP TO
Jeff Brown 8321 South 8th Street Broken Arrow, OK 74011

P.O. NUMBER	TERMS	REP	VIA	F.O.B.	PROJECT	EST. SHIP DATE	
JB11112005	Credit Card		UPS	Villanova		3 Weeks	
QUANTI...	ITEM CODE	DESCRIPTION			SIZE	PRICE EACH	AMOUNT
100	AP8483	AP8483 "Patriot Gaud Ridee" 3x2" rectangle, stitched edge, plastic backing			2.5"	1.46	146.00
	Shipping:	Shipping and Handling				8.00	8.00
		Out-of-state sale, exempt from sales tax				0.00%	0.00
Credit Card Type: Visa, Mastercard, American Express, Discover Number _____ Expiration Date _____ Name on card _____ Company (if Corporate or Business card) _____ Billing address for card _____ _____ _____ Cardholder signature _____							
Total						\$154.00	

Kindly review the order. Make any corrections and immediately fax signed copy to (610)240-9670

Approved _____

From: Caitlin Chandler [cchandler@americanpatch.com]
Sent: Monday, November 14, 2005 9:55 AM
To: jeffbrown@valornet.com
Subject: Patriot Guard Rider pre-production patch scan
Attachments: ap8483-1.jpg



American Patch & Emblem Company

A DIVISION OF TMAC GROUP, INC.

P.O. BOX 142
VILLANOVA, PENNSYLVANIA
19085
(610) 240-9911
(800) 752-1667
(610) 240-9670 FAX

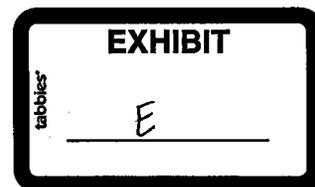
Attached please find a scan of the pre-production sample patch we have manufactured in response to your recent order.

Please review the scan and advise our office of your approval by return e-mail and we will put the patch into production and ship your patches to you as soon as possible.

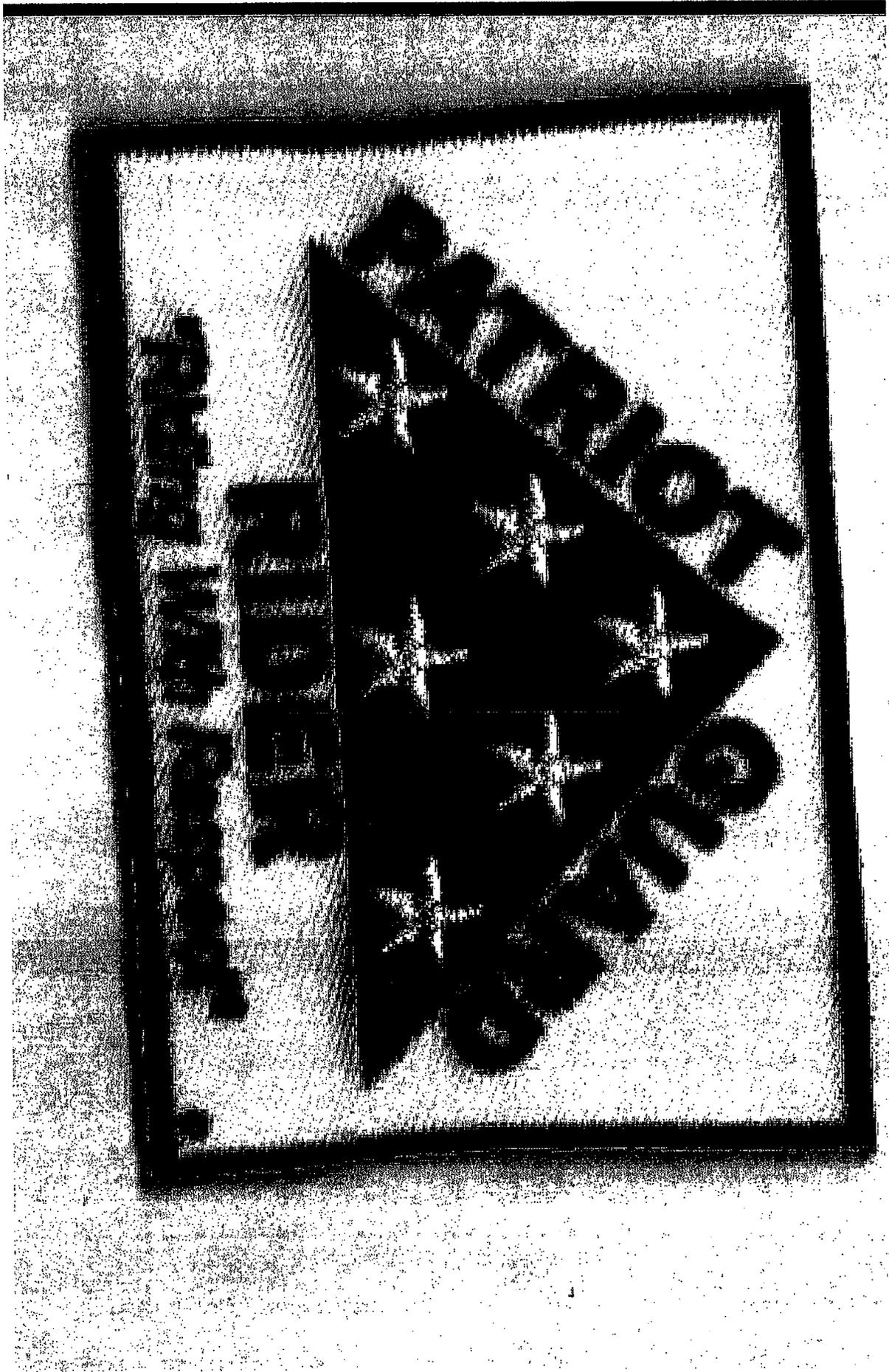
Very Truly Yours,

Caitlin Chandler
cchandler@americanpatch.com
800-752-1667

10/10/2008



BROWN010281



From: Jeff Brown <jeffbrown@valornet.com>
Sent: Thursday, February 1, 2007 8:30 AM
To: John Jacobs <mnjjacobs@gmail.com>
Subject: RE: Trademarks

John,

Here's what I can find on the first invoices for other PGR products. They were gleaned from the old software (Quickbooks). Unfortunately, the new software will not let me pull up this kind of data, so some of the newer products are not included. If the newer products are important, let me know and I'll try to manually go through all the invoices and see what I can find.

3X5 Flags	1/12/06
Armbands	11/29/05
Blue Ball Caps	12/08/05
Bike Flags	11/29/05
Dog Tag Pins	12/14/05
License Plate	12/09/05
Long Sleeve Shirts	12/23/05
Short Sleeve Shirts	12/23/05
Maroon Ball Caps	12/23/05
Black Ball Caps	3/31/06
Ride Captain Patch	12/23/05
State Captain Patch	12/23/05
Ride Decals	11/29/05
Rider Lapel Pins	12/14/05
Scooter Sissy Patch	6/20/06
Windshield Banner	11/30/05

Thanks,
Jeff

-----Original Message-----

From: John Jacobs [mailto:mnjjacobs@gmail.com]
Sent: Monday, January 29, 2007 10:03 PM
To: Jeff Brown
Subject: Re: Trademarks

That's great. We need the first sale date invoice for each of the other categories of store items too.

I hope all is well.

John Jacobs

On 1/23/07, **Jeff Brown** <jeffbrown@valornet.com> wrote:

John,
Thanks.

I did some research and found the first invoice, for two PGR Vest Patches, was written on 11/15/2005.

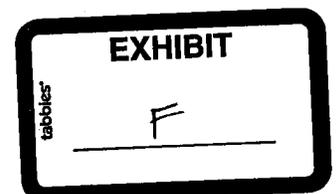
Thanks,
Jeff

-----Original Message-----

From: John Jacobs [mailto:mnjjacobs@gmail.com]
Sent: Tuesday, January 23, 2007 3:18 PM
To: Jeff Brown
Subject: Re: Trademarks

Jeff -

This is regarding the copyright application only, which is completely distinct from the trademarks.



BROWN007748

ATTORNEY CLIENT PRIVILEGE WORK PRODUCT

It's a bit surprising, but they're saying that the logo doesn't show sufficient creativity to be copyrightable. I've not seen them do that before with what seem to be similar submissions. The legal threshold for the required level of creativity is supposed to be quite low. Here's a link to an [article](#) that spells it out pretty well.

That said, I understood your primary goal in registering is so you would be legally able to sue on the copyright (although that isn't your current plan of action). Submitting the registration, even though they reject it, meets that requirement (although you would have to notify the copyright office in case of a suit so they could possibly weigh in on the matter of whether the submission is in fact copyrightable).

I'll do a some of research to see if there's recent cases that have changed or clarified the standard.

Also, do you have the dates that the store items were first put on sale?

John Jacobs

On 1/22/07, Jeff Brown <jeffbrown@valernet.com> wrote:

John,

Not sure if you got a copy of this or if you feel comfortable assisting with it. If you don't, no problem, just let me know. I don't understand what they are saying and if I have any options or further course of action open.

Thanks,

Jeff

--

No virus found in this outgoing message.

Checked by AVG Free Edition.

Version: 7.5.432 / Virus Database: 268.17.4 /644 - Release Date: 1/22/2007

7:30 AM

PO BOX 180
Coweta, Ok 74429

D & D
SIGNS
918-486-7372

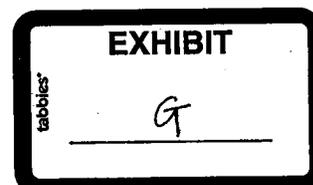
(FAX) 918-279-1174
DRJ74429@JUNO.COM

To who it may concern:

On November 28th 2005 the Jeff Brown "Twister" placed an initial order of 100 Windshield Banners with the Riding with Respect flag logo on them . The order was shipped on December 2nd, 2005.



Donnie Jackson
D & D Signs



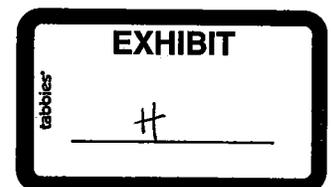
BROWN008034

From: Rita Agcaoili [rita@promopeddler.com]
Sent: Monday, December 05, 2005 4:37 PM
To: jeffbrown@valornet.com
Cc: 'Debbie Bennett'
Subject: Jeff Brown Proof
Importance: High
Attachments: 13169 Proof.jpg

Jeff - Attached is the art proof for your order. Please review and if you approve email your reply a.s.a.p. Your order is on hold pending your approval. Production will not start on your order until we receive your approval back. If you disagree please mark any changes to the art proof and email back with your changes (voluntary changes to art may result in additional charges and delays).

Rita Agcaoili
Product Support Specialist
Phone: 503-783-1560 x 207
Fax: 415-598-2660
www.promopeddler.com
www.newideapromos.com
www.bagpeddler.com

10/10/2008



BROWN010277

ARTWORK:

ART APPROVAL

Please check artwork carefully.
Fax back your approval or any changes.
A faxed confirmation is necessary to proceed.

SEND TO: RITA

COMPANY: FROMOPEDDLER

DATE: 12/5/05

PHONE NUMBER: 503 783-1480 EXT 207

FAX NUMBER: 415 598-2860

PRODUCT DESCRIPTION: 4.5" ARM BAND

IMPRINT COLOR: BLACK

MATERIAL COLOR: FL YELLOW

Please check one of the following boxes:	
Proof approved as is. OK to produce.	<input type="checkbox"/>
Make noted changes, then proceed.	<input type="checkbox"/>
Make changes, then fax new proof.	<input type="checkbox"/>

PRINT NAME:DATE:

SIGNATURE:

Important:

(Please note that the position of the artwork as shown may vary slightly in manufacturing.)

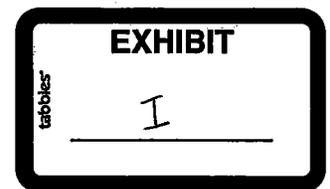


CF-462

#228135 **Order united-states-flag-228135 for United-states-flag**
Date **Fri Dec 30 14:03:29 EDT 2005**
Ship to **Jeff Brown**
 8321 South 8 St
 Broken Arrow OK 74011
 US United States
 918 449 1652

Business address **no**
Bill to **Same**
E-Mail **jeffbrown@valonet.com**
Via **UPS Ground**
Payment **Visa**
Comments **Plcd order Per JM request (Anna)**

Item	Code	Qty	Unit Price
Custom Car Flag 11 x 14inch 2 color double sided Superknit Polyester http://store.yahoo.com/united-states-flag/cuf11x142co1.html (Shipped)	CUST1114HF_2_2	100	4.95
Custom Car Flag set up charge 11 x 14inch 2 color http://store.yahoo.com/united-states-flag/cuf1setupch15.html (Shipped)	CUST1114HF_2_SETUP	1	44.00
Subtotal			539.00
Shipping			10.31
Tax			0.00
Total			549.31



BROWN010325

ARTICLES OF ORGANIZATION
OF AN
OKLAHOMA LIMITED LIABILITY COMPANY

The undersigned, for the purpose of forming an Oklahoma limited liability company pursuant to the provisions of 18 O.S., Section 2004, does hereby execute the following articles:

ARTICLE I. NAME

The name of the limited liability company shall be PGR Store, LLC.

ARTICLE II. ADDRESS

The street address of its principal place of business is 3708 South Elm Place, PMB #137, Broken Arrow, Oklahoma 74011.

ARTICLE V. RESIDENT AGENT

The name and street address of the resident agent in the State of Oklahoma is Bonnie L. Brown, 3708 South Elm Place, PMB #137, Broken Arrow, Ok 74011.

ARTICLE VI. TERM OF EXISTENCE.

The term of existence shall be perpetual.

Organized by:

Bonnie L. Brown
3708 South Elm Place, PMB #137
Broken Arrow, Oklahoma 74011

Signature

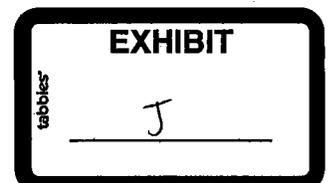
Bonnie L. Brown

Dated

2/10/06

02/13/2006 01:28 PM

OKLAHOMA SECRETARY OF STATE



OFFICE OF THE SECRETARY OF STATE



**CERTIFICATE
OF
LIMITED LIABILITY COMPANY**

WHEREAS, the Articles of Organization of

PGR STORE, LLC

an Oklahoma limited liability company has been filed in the office of the Secretary of State as provided by the laws of the State of Oklahoma.

NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this certificate evidencing such filing.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.



*Filed in the city of Oklahoma City this
13th day of February, 2006.*

M. Susan Savage

Secretary of State

OFFICE OF THE SECRETARY OF STATE



**NOT FOR PROFIT
CERTIFICATE OF INCORPORATION**

WHEREAS, the Not For Profit Certificate of Incorporation of

PATRIOT GUARD RIDERS, INC.

has been filed in the office of the Secretary of State as provided by the laws of the State of Oklahoma.

NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this certificate evidencing such filing.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.



*Filed in the city of Oklahoma City this
21st day of February, 2006.*

M. Susan Savage

Secretary of State

EXHIBIT

tabbles

K

BROWN007858

OKLAHOMA Secretary of State Electronic Filing

DOMESTIC NOT FOR PROFIT CORPORATION
Document Number: 4616540002 Submit Date: 2/21/2006

CORPORATION NAME

The name of the corporation is:
PATRIOT GUARD RIDERS, INC.

PURPOSE

This nonprofit corporation is organized and operated exclusively for charitable purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

This corporation does not have authority to issue capital stock.

This corporation is not for profit, and as such the corporation does not afford pecuniary gain, incidentally or otherwise, to its members.

EFFECTIVE DATE

Effective Date:

DURATION

Perpetual

REGISTERED AGENT AND REGISTERED OFFICE ADDRESS

Agent Name
Jeffrey A Brown
Address
8321 S. 8th Street
Broken Arrow, OK 74011 USA

INCORPORATOR INFORMATION

Name Jeffrey A. Brown	Title Incorporator
Address 8321 S. 8th Street Broken Arrow, OK 74011 USA	

Name Kurt Mayer	Title Incorporator
Address 14830 Santa Lucia Drive Houston, TX 77083 USA	

Name Jason Wallin	Title Incorporator
Address 312 Granite Court Windsor, CO 80550 USA	

DIRECTOR INFORMATION

Name Jeffrey A Brown	Title Director
Address 8321 S. 8th Street Broken Arrow, OK 74011 USA	

Name Kurt Mayer	Title Director
Address 14830 Santa Lucia Drive Houston, TX 77083 USA	

Name Jason Wallin	Title Director
Address 312 Granite Court Windsor, CO 80550 USA	

The Number of Directors to be Elected at the First Meeting: 3

ATTACHMENTS

File Label Additional language	File Name and Path G:\Paula\WPD\OK\FORMS\Additional Language.pdf
--	--

SIGNATURE

I hereby certify that the information provided on this form is true and correct to the best of my knowledge and by attaching the signature I agree and understand that the typed electronic signature shall have the same legal effect as an original signature and is being accepted as my original signature pursuant to the Oklahoma Uniform Electronic Transactions Act, Title 12A Okla. Statutes Section 15-101, et seq.

Dated - 2/21/2008

Corporation Name	Signature Name	Title
	Jeffrey A. Brown	President
	Kurt Mayer	Secretary
	Jason Wallin	Treasurer

[End Of Image]



John Jacobs Jacobs <mnjjacobs@gmail.com>

Message from Twister on Patriot Guard Riders

3 messages

Sat, Feb 4, 2006 at 10:20 PM

jeffbrown@valornet.com <jeffbrown@valornet.com>
To: mnjjacobs@gmail.com

From: Twister Subject: PGR assistance ----- Johnny, What would you charge me to trademark (or whatever needs to be done) the name Patriot Guard Riders and our logo? Thanks, Jeff jeffbrown@valornet.com -----
Patriot Guard Riders <http://www.patriotguard.org>

Mon, Feb 6, 2006 at 10:07 AM

John Jacobs <mnjjacobs@gmail.com>
To: "jeffbrown@valornet.com" <jeffbrown@valornet.com>

Jeff -

I'd be happy to get the name/logo registered, no charge for my time. There are some government fees involved - \$750 to register for both nonprofit activities and for PGR store goods, possibly more if there are objections filed or to register both the words and the logo in both categories.

I have to get formal permission from my employer - mainly a formality, but I'm in-house, so I'm not in the business of taking clients.

It's probably easier to go through the process and some of the choices to be made by phone. My office number is 484-582-5604 - feel free to call or reply with a number and some times that are good to reach you.

John Jacobs
(johnnysquire)

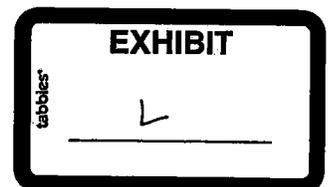
[Quoted text hidden]

Tue, Feb 7, 2006 at 1:45 AM

Jeff Brown <jeffbrown@valornet.com>
To: John Jacobs <mnjjacobs@gmail.com>

John,
You are a true gentleman...I have a meeting tomorrow with an accountant. I'll touch base later this week.
Thanks,
Jeff

[Quoted text hidden]



PGR 003093



John Jacobs Jacobs <mnjjacobs@gmail.com>

Trademark License

5 messages

John Jacobs <mnjjacobs@gmail.com>
To: Jeff Brown <twister@patriotguard.org>

Wed, Apr 26, 2006 at 9:46 PM

Jeff -

Attached is a license agreement as we discussed. You can use it for situations like the memorial rockers. It has all the required legal pieces and I've highlighted in yellow the items that have to be filled in for each user of the names and/or logo.

It gives you approval of the goods/services and any changes, so you can make sure they meet your standards. It provides for collecting a license fee or not (and I've noted that the fee could be payable to a PGR entity - your tax advisor should think about that one). You would set the fee, if any and send the document to the person who wants to use the names/logo and they'd fill in names, etc., and sign two copies of it first. You sign second, keeping one copy and returning one.

As soon as possible, you should license the three corporations as users, with fairly broad descriptions of the Permitted Use. Everyone else gets as narrow a description as possible. Odd as it seems, you can sign for both you and as an officer of Patriot Guard Riders, Inc.



Let me know if you have any questions, or think I missed anything. The agreement should work in this form until the marks are federally registered.

PGR TM License.doc
37K

Jeff Brown <twister@patriotguard.org>
To: John Jacobs <mnjjacobs@gmail.com>

Fri, Apr 28, 2006 at 10:23 AM

John,
Thank you sir. As soon as I get my haed above water I'll review it and contact you should I have any additional questions. Briefly, I've been contacted by a couple of members who want to have their bikes painted with the PGR logo and name. I don't have a problem with it, should I send them one of these agreements to sign?

Thanks,
Jeff



From: John Jacobs [mailto:mnjjacobs@gmail.com]
Sent: Wed 4/26/2006 8:46 PM

PGR 003095

To: Jeff Brown
Subject: Trademark License

[Quoted text hidden]

John Jacobs <mnjjacobs@gmail.com>
To: Jeff Brown <twister@patriotguard.org>

Fri, Apr 28, 2006 at 1:54 PM

Technically, it would be appropriate to license that kind of use. There's not a huge risk, so I don't think it would be horrible if folks did those things without permission, but if they ask, it would be good to have a consistent response.

From the trademark perspective, a professional bike painter is the biggest concern since he's making a commercial use - the agreement would work with him (and you'd limit the Licensed Use in the document to one certain customer's bike). If the painter isn't doing the work for money, it's technically a trademark law matter, but hard to get excited about. The bike owner isn't really doing anything trademark law covers.

From the copyright perspective (which the form also covers), both the painter and the biker owner require a license to copy and display the logo. For a non-pro painter or DIYer legal permission could be accomplished with a simple letter or email that says:

"I, Jeff Brown, owner of the rights to the Patriot Guard Rider logo, hereby grant [NAME] a non-exclusive, perpetual (for the duration of the applicable copyright) license to (a) reproduce the logo on [PERSON'S BIKE, etc.], and (b) to display it publicly."

John Jacobs

[Quoted text hidden]

John Jacobs <mnjjacobs@gmail.com>
To: Jeff Brown <twister@patriotguard.org>

Wed, Nov 8, 2006 at 9:40 AM

Jeff -

A few things -

1. The license agreement is attached. If you're giving permission on "Scooter Sissy" or "Gathering of the Guard" that would replace the PGR items in the first "WHEREAS" clause. The other "fill in" items are highlighted with yellow.
2. If you haven't put a license in place to allow PGR, Inc. to use the trademarks, we should get that done ASAP. Let me know if you need any assistance with it. 
3. For the link that won't cooperate - you should be able to get to the page as follows:
 - A. go to <http://www.uspto.gov>

PGR 003096

Gmail - Trademark License

- B. click Trademarks on the upper left
- C. Click the File Online link that appears under Trademarks
- D. On the right side, click the "Apply for a NEW mark" link
- E. Click the "Trademark/Service mark Application, Principal Register" link (the first box on the page)
- F. Click the "TEAS Plus Form" button and then the "CONTINUE" button at the bottom of the page - that takes you to the page where the not-working link should have.

4. Sorry to see that you're stepping down as Executive Director. I think you've done an excellent job of making PGR work, and reaching the right decisions many, many times. I'm happy to keep working with you on this stuff for as long as it makes sense.

John Jacobs
[Quoted text hidden]

 **PGR TM License.doc**
37K

Jeff Brown <twister@patriotguard.org>
To: John Jacobs <mnjjacobs@gmail.com>

Thu, Nov 9, 2006 at 1:09 PM

John,
Please call me as soon as you can. URGENT
Thanks,
Jeff
918-449-1652

From: John Jacobs [mailto:mnjjacobs@gmail.com]
Sent: Wed 11/8/2006 7:40 AM
To: Jeff Brown
Subject: Fwd: Trademark License

[Quoted text hidden]

PGR 003097

TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT ("Agreement") is made and entered into effective as of the date signed by Licensor below (the "Effective Date") by and between Jeff Brown, an individual ("Licensor"), and [NAME], a [STATE] [individual/corporation/partnership/etc.] ("Licensee").

WHEREAS, Licensor is the owner of the trademark, trade name and copyright rights in "PATRIOT GUARD RIDER", "PATRIOT GUARD RIDERS", "RIDING WITH RESPECT" and the PGR logo (some of which may be the subject of applications filed with the United States Patent and Trademark Office) ("Trademarks"); and

WHEREAS, Licensee desires to use the Trademarks, in connection with Licensee's [SPECIFIC ACTIVITY OR SPECIFIC PRODUCT DESCRIPTION] (the "Licensed Use") and arising out of or related to the goods and services associated with the Trademarks use in commerce; and

WHEREAS, Licensor, subject to the terms and conditions set forth in this Agreement, is willing to permit Licensee to use the Trademarks for the Licensed Use.

NOW, THEREFORE, in consideration of the above premises, the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1 LICENSE

1.1 Scope of License. Subject to the terms and conditions set forth in this Agreement, Licensor grants to Licensee a non-exclusive, non-transferable, royalty-free license to use the Trademarks in connection with the Licensed Use throughout the United States of America. Licensee shall make no other use of the Trademarks.

1.2 Non-Assignment. Licensee acknowledges and agrees that the rights granted to Licensee by and obtained by Licensee as a result of or in connection with this Agreement are license rights only, and nothing contained in this Agreement constitutes or shall be construed to be an assignment of any or all of Licensor's rights in the Trademarks.

Section 2 LICENSOR'S CONTROL

In order to protect and preserve Licensor's rights in the Trademarks, Licensee understands, acknowledges, and agrees that (i) prior Licensee's use of the Trademarks in connection with the Licensed Use, Licensee shall obtain Licensor's approval of all aspects of such use, providing samples, mock-ups or the like at Licensee's sole cost; and (ii) once Licensee's use of the Trademarks in connection with the Licensed Use is initially approved by Licensor, any subsequent alteration, modification, or change in such use must be reviewed and approved by Licensor prior to implementation of such alteration, modification, or change at Licensee's sole cost.

Section 3 USE OF THE TRADEMARKS

3.1 Trademark Format. Licensor retains the right to specify, from time to time, the format in which Licensee shall use and display the Trademarks, and Licensee shall only use or display the Trademarks in a format approved by Licensor.

3.2 Proper Notice and Acknowledgment. Every use of the Trademarks by Licensee shall incorporate in an appropriate manner the "TM" symbol as approved by Licensor.

3.3 Impairment of Licensor's Rights. Licensee shall not at any time, whether during or after the term of this Agreement, do or cause to be done any act or thing challenging, contesting, impairing, invalidating, or tending to impair or invalidate any of Licensor's rights in the Trademarks or any registrations derived from such rights.

3.4 Licensor's Rights and Remedies. Licensee acknowledges and agrees that Licensor has, shall retain, and may exercise, both during the term of this Agreement and thereafter, all rights and remedies available to Licensor, whether

derived from this Agreement, from statute, or otherwise, as a result of or in connection with Licensee's breach of this Agreement, misuse of the Trademarks, or any other use of the Trademarks by Licensee which is not expressly permitted by this Agreement.

Section 4 TERM AND TERMINATION

4.1 Term. The term of this Agreement shall be for one (1) year from the Effective Date; provided, however, that either party may terminate this Agreement, with or without cause, by delivering written notice of termination to the other party, and, unless a later date is specified in such notice, termination shall be effective thirty (30) days after the date such notice is given.

4.2 Termination for Cause. Notwithstanding the provisions of Section 4.1 of this Agreement, this Agreement and all rights granted hereby, including but not limited to Licensee's right to use the Trademarks, shall automatically terminate without notice from Licensor if (i) Licensee attempts to assign, sub-license, transfer or otherwise convey, without first obtaining Licensor's written consent, any of the rights granted to Licensee by or in connection with this Agreement; (ii) Licensee fails to obtain Licensor's approval of Licensee's use of the Trademarks in accordance with Section 2 of this Agreement; (iii)

Licensee uses the Trademarks in a manner in violation of, or otherwise inconsistent with, the restrictions imposed by or in connection with Section 3 of this Agreement; or (iv) Licensee uses the Trademarks in a manner not expressly permitted by this Agreement.

4.3 Effect of Termination. All rights granted by this Agreement, including, without limitation, Licensee's right to use the Trademarks, shall expire upon termination of this Agreement, and upon termination Licensee shall immediately cease and desist from all further use of the Trademarks.

Section 5 LICENSE FEE

No license fee shall be due in connection with this Agreement.

OR

A license fee of [flat fee/per unit/etc.] shall be due and payable to [Licensor/PGR entity] [upon signing this Agreement/monthly/etc.].

Section 6 MISCELLANEOUS

6.1 Assignment. Licensee shall not assign, sublicense, transfer, or otherwise convey Licensee's rights or obligations under this Agreement without Licensor's prior written consent. Licensee shall indemnify and hold harmless Licensor against all liability, costs, and expenses, including but not limited to a reasonable attorneys' fee, arising out of or in connection with claims relating to an attempted assignment, sublicense, transfer, or other conveyance of Licensee's rights and obligations.

6.2 Applicable Law. This Agreement shall be interpreted, construed, and enforced pursuant to, and in accordance with, the laws of the State of Oklahoma.

6.3 Entire Agreement. This Agreement supersedes all previous agreements, understandings, and arrangements between the parties, whether oral or written, and constitutes the entire agreement between the parties.

6.4 Amendments. This Agreement may not be modified, amended, altered, or supplemented except by an agreement in writing executed by the parties hereto.

6.5 Waivers. The waiver by either party of a breach or other violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision of this Agreement.

6.6 NOTICE. Unless otherwise provided herein, any notice, demand, or communication required, permitted, or desired to be given hereunder shall be in writing and shall be delivered by hand, by telex or telecopy, by facsimile, or by registered or prepaid certified mail through the United States postal service, return receipt requested, addressed as follows:

If to Licensor: Jeff Brown, PGR Executive Director, 8321 S. 8th St., Broken Arrow, OK, 74801

If to Licensee: NAME, ADDRESS, FAX

or to such other address, and to the attention of such other persons, agents or officers as either party may designate by written notice. Any notice so addressed and mailed shall be deemed duly given three (3) days after deposit in the United States mail, and if delivered by hand, shall be deemed given when delivered, and if telecopied, telexed, or sent by facsimile, shall be deemed given on the first business day immediately

following transmittal.

6.7 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

6.8 Articles and Other Headings. The articles and other headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

LICENSOR:

JEFF BROWN

DATE

LICENSEE:

BY

NAME

DATE

PGR 003100



John Jacobs Jacobs <mnjjacobs@gmail.com>

Trademark filings

1 message

John Jacobs <mnjjacobs@gmail.com>
To: Jeff Brown <jeffbrown@valornet.com>

Thu, Mar 9, 2006 at 9:25 AM

Jeff - I know you're busy, so just a reminder on this - I'm holding off completing the trademark and copyright paperwork to see if incorporation is in the near future.

Also, given the recent exposure, it might be prudent for you to think about a couple more things around protecting the name and logo.

The easy one is that PGR should start using the trademark symbol (the little "TM", not the R-in-a-circle) on the website and other printed matter (like PGR Store items). Once the trademark is registered, the "TM" can be replaced with the registered trademark symbol, which is the R-in-a-circle, or sometimes "(R)". The "TM" just lets the world know that the owner considers the name and logo to be trademarks. The (R) has legal effect if anyone ever misuses it, but that has to wait through the government process.

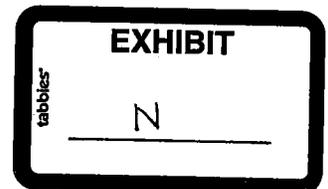
The second thing to consider is registration of a "collective trademark" which works a little differently than registering the name or logo. The trademark/servicemark registration protects the connection between you (or the corporation, if it goes that way) and the name/logo. A collective mark lets the owner control what people call themselves "Patriot Guard Riders" and take action if unauthorized people try to use the designation. The best example I can think of is "Realtor". The idea is that the collective mark owner has some rules for admitting and controlling members, so they have legal protection against people who use the designation without following the rules. I'm not aware of a pressing need for the collective mark at the moment, unless there are actual concerns about people improperly calling themselves members, and reflecting badly on PGR or using claimed membership for their own purposes (like a political candidate or business). Even if there aren't any known problems, should things continue to grow quickly it might be worth keeping in mind.

John Jacobs

On 3/5/06, Jeff Brown <jeffbrown@valornet.com> wrote:

John,
Thank you sir.

Jeff Brown
8321 S. 8th St.
Broken Arrow, OK 74801



I'll try to give you a call tomorrow or Tuesday...just got back from 700 miles on a mission

PGR 003094



John Jacobs Jacobs <mnjjacobs@gmail.com>

Trademark applications

1 message

Tue, Oct 3, 2006 at 11:50 PM

John Jacobs <mnjjacobs@gmail.com>
To: Jeff Brown <twister@patriotguard.org>

Jeff -

At long last, I've gotten through all searching and am ready to finalize the trademark application paperwork, and I need your input.

As it stands, we can register four marks - 1. the words "PATRIOT GUARD RIDER", 2. the words "Riding with Respect", 3. the logo including the folded flag/stars, "Patriot Guard Rider" around it and "Riding with Respect" below and 4. "Scooter Sissy". Registration gives us legal rights to protect the phrases and the logo from unauthorized use. The registrations also protect against confusingly similar uses like the unauthorized vest design from ebay, and maybe splinter groups (if the name or logo they use is similar to the non-descriptive parts of the marks).

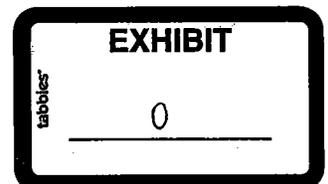
The first three registrations can be made in up to 6 classes of "goods and services" - 1. Association services (which is the trademark office lingo for the mission rides and other core activities), 2. Clothes, 3. Patches, 4. Flags and banners, 5. Pins and 6. License plates. The Scooter Sissy mark can be registered for Patches, and maybe for Association services (if we can show that the name is used in connection with a mission (like advertising it)). However, each class, for each mark will cost either \$325 or \$375, so it could run upwards of \$6500 in government fees. I don't know what your budget will permit, but that seems like a lot to me.

I think we can safely protect the PGR identity by registering the words "PATRIOT GUARD RIDER" in all 6 classes, and the others in association services (and Scooter Sissy in the Patches class). That would be between \$3250 and \$3750, all together. The only downside of that approach is that someone else could use the unregistered mark or something "confusingly similar" (like a copycat logo without the PGR words, or just "Riding with Respect") in a state where the PGR marks haven't been sold on the particular class of goods first (not that there are many anymore, I suspect). That's because whoever sells goods with a particular mark first gets the right to prevent others from using it in that state/area.

The minimal approach would be to register only "Patriot Guard Rider" and maybe "Riding with Respect" for Association services. Assuming we've sold all the classes of goods into most of the 50 states, we could rely on state/common law in case someone tried to sell unauthorized (infringing) goods, but that would require legal help local to the infringer to really do anything to stop them. With federal registration, state law (and local lawyers) aren't nearly as necessary.

Please let me know how you'd like to proceed, and feel free to call or reply with any questions. My apologies for taking so long to get to this project.

John Jacobs



PGR 003140

From: John Jacobs <mnjjacobs@gmail.com>
Sent: Wednesday, November 29, 2006 9:01 PM
To: Jeff Brown <jeffbrown@valornet.com>
Subject: Re: Trademark Issues
Attach: PGR Inc License Draft 2.doc

I've made some changes and put comments/suggestion in brackets with yellow highlight. I don't think the formal license attachment is necessary. If it's not clear why after you read my changes, I can explain further.

On another note, I have to withdraw from our attorney-client relationship in the near future. Not at all because of my personal opinions or positions on the situation with the board - I think you've clearly been wronged - but because of the limits on what I can do outside my full-time job.

I'm only permitted to do "pro bono publico" outside work, which in Pennsylvania means essentially work for charitable organizations or the poor. Until recently, the trademark and related work was pretty clearly for PGR, whatever its legal form. It's become clear that PGR, Inc. is the charitable organization in the eyes of the law and my work for you is becoming distinct from its charitable interests. Since the trademark and copyright work isn't aligned with PGR Inc.'s interests, my work for you is becoming less clearly pro bono, so I'm not permitted by my employer to continue.

I will certainly continue representing you for a short while so you can obtain other counsel and to turn over anything I have to you or another attorney smoothly. At this time, I believe I can continue to work on the filed trademark application (and copyright registration), if you wish, and I'd be happy to do so.

In any event, everything I've done will remain confidential and I'm not permitted to do legal work adverse to your interests on any related matter without your permission.

John Jacobs

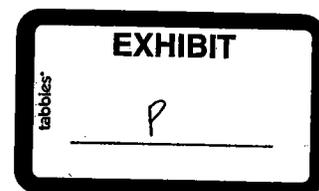
On 11/29/06, **Jeff Brown** <jeffbrown@valornet.com> wrote:

John,
Here's the first draft of the letter and license I will send to the board.
Please feel free to make any changes you feel are appropriate.
Thanks,
Jeff

No virus found in this outgoing message.

Checked by AVG Free Edition.

Version: 7.5.430 / Virus Database: 268.14.19/555 - Release Date: 11/27/2006
6:09 PM



BROWN006501
ATTORNEY CLIENT PRIVILEGE WORK PRODUCT

11/29/06

Patriot Guard Riders, Inc.
Board Of Directors

Ladies and Gentlemen:

I resigned my position as Executive Director, not out of any wrongdoing, but in a sincere attempt to preserve the organization. Your request for my resignation would have meant a split vote on the board, which could have been very detrimental to the PGR. As it turned out, some of you, along with the "vocal minority" have used my decision to further slander me. Instead of working to put an end to the undeserved attacks on my name and character, some of you continue to work behind the scenes to encourage the slander in an effort to promote your own agenda. This is not only unfair, it is certainly not in the best interests of the PGR. Regardless, I will continue to support the PGR financially and from my heart. [no real comment on this part as it's your opinions, but I'd suggest changing "slander" to "defame" (which means both slander and libel)]

In an effort to preserve the PGR and its mission, I am documenting the permission I've given PGR, Inc. since it's incorporation to use of the Patriot Guard Rider copyright and trademark protected name and logo for identification purposes. As I have always maintained, I have no intention of preventing the use of the name or logo for this purpose so long as PGR mission and its execution remains consistent with my original vision. [feel free to clarify and or put in your own words]

In an effort to continue the growth and effectiveness of the PGR, I believe I have offered no less than four different proposals to allow the PGR Inc. the use of the name and logo for commercial use. You have rejected each of these proposals. Until a satisfactory resolution of this matter can be reached, my permission for your use of the trademark and copyrights by PGR, Inc. will be restricted to group identification purposes [maybe say "including the use of the name and logo in connection with missions"] only. I will remain open to your suggestions at reaching a resolution.

My attorney has assured me that I am the rightful owner of the copyright and trademark rights in the PGR name and logo, and should prevail in a legal battle over the name and logo. I no idea on what grounds your attorney has advised you differently.

Sincerely,

Jeff Brown

[not sure the rest is necessary]

TRADEMARK AND COPYRIGHT LICENSE PGR LOGO AND NAME

THIS TRADEMARK AND COPYRIGHT LICENSE AGREEMENT ("Agreement") is made and entered into effective as of the date signed by Licensor below (the "Effective Date") by and between Jeff Brown, an individual ("Licensor"), and Patriot Guard Riders, Inc., an Oklahoma non-profit corporation ("Licensee").

WHEREAS, Licensor is the owner of the trademark, trade name and copyright rights in "PATRIOT GUARD RIDER", "PATRIOT GUARD RIDERS", "RIDING WITH RESPECT" and the triangle PGR logo (some of which are the subject of applications filed with the United States Patent and Trademark Office) ("Trademarks"); and

WHEREAS, Licensee desires to use the Trademarks, in connection with Licensee's operation of the Patriot Guard Riders, Inc. as of the Effective Date (the "Licensed Use") and

WHEREAS, Licensor, subject to the terms and conditions set forth in this Agreement, is willing to permit Licensee to use the Trademarks for the Licensed Use.

NOW, THEREFORE, in consideration of the above premises, the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1 LICENSE

1.1 Scope of License. Subject to the terms and conditions set forth in this Agreement, Licensor grants to Licensee a non-exclusive, non-transferable, royalty-free license to use the Trademarks in connection with the Licensed Use throughout the United States of America. Licensee shall make no other use of the Trademarks.

1.2 Non-Assignment. Licensee acknowledges and agrees that the rights granted to Licensee by and obtained by Licensee as a result of or in connection with this Agreement are license rights only, and nothing contained in this Agreement constitutes or shall be construed to be an assignment of any or all of Licensor's rights in the Trademarks.

Section 2 LICENSOR'S CONTROL

In order to protect and preserve Licensor's rights in the Trademarks, Licensee understands, acknowledges, and agrees that (i) prior Licensee's use of the Trademarks in connection with the Licensed Use, Licensee shall obtain Licensor's approval of all

aspects of such use, providing samples, mock-ups or the like at Licensee's sole cost; and (ii) once Licensee's use of the Trademarks in connection with the Licensed Use is initially approved by Licensor, any subsequent alteration, modification, or change in such use must be reviewed and approved by Licensor prior to implementation of such alteration, modification, or change at Licensee's sole cost.

Section 3 USE OF THE TRADEMARKS

3.1 Trademark Format. Licensor retains the right to specify, from time to time, the format in which Licensee shall use and display the Trademarks, and Licensee shall only use or display the Trademarks in a format approved by Licensor.

3.2 Proper Notice and Acknowledgment. Every use of the Trademarks by Licensee shall incorporate in an appropriate manner the "TM" symbol as approved by Licensor. Should the Trademarks become registered marks, Licensee shall incorporate in an appropriate matter the "®" symbol as approved by Licensor.

3.3 Impairment of Licensor's Rights. Licensee shall not at any time, whether during or after the term of this Agreement, do or cause to be done any act or thing challenging, contesting, impairing, invalidating, or tending to impair or invalidate any of Licensor's rights in the Trademarks or any registrations derived from such rights.

3.4 Licensor's Rights and Remedies. Licensee acknowledges and agrees that Licensor has, shall retain, and may exercise, both during the term of this Agreement and thereafter, all rights and remedies available to Licensor, whether derived from this Agreement, from statute, or otherwise, as a result of or in connection with Licensee's breach of this Agreement, misuse of the Trademarks, or any other use of the Trademarks by Licensee which is not expressly permitted by this Agreement.

Section 4 TERM AND TERMINATION

4.1 Term. The initial term of this Agreement shall be for one (1) year from the Effective Date and this Agreement shall automatically renew for one month renewal terms at the end of the initial term or any renewal term; provided, however, that either party may terminate this Agreement, with or without cause, by delivering written notice of termination to the other party, and, unless a later date is specified in such notice, termination shall be effective thirty (30) days after the date such notice is given.

4.2 Termination for Cause. Notwithstanding the provisions of Section 4.1 of this Agreement, this Agreement and all rights granted hereby, including but not limited to Licensee's right to use the Trademarks, shall automatically terminate without notice from Licensor if (i) Licensee attempts to assign, sub-license, transfer or otherwise convey, without first obtaining Licensor's written consent, any of the rights granted to Licensee by or in connection with this Agreement; (ii) Licensee fails to obtain Licensor's approval of Licensee's use of the Trademarks in accordance with Section 2 of this Agreement; (iii)

Licensee uses the Trademarks in a manner in violation of, or otherwise inconsistent with, the restrictions imposed by or in connection with Section 3 of this Agreement; or (iv) Licensee uses the Trademarks in a manner not expressly permitted by this Agreement.

4.3 Effect of Termination. All rights granted by this Agreement, including, without limitation, Licensee's right to use the Trademarks, shall expire upon termination of this Agreement, and upon termination Licensee shall immediately cease and desist from all further use of the Trademarks.

Section 5 LICENSE FEE

No license fee shall be due in connection with this Agreement.

Section 6 MISCELLANEOUS

6.1 Assignment. Licensee shall not assign, sublicense, transfer, or otherwise convey Licensee's rights or obligations under this Agreement without Licensor's prior written consent. Licensee shall indemnify and hold harmless Licensor against all liability, costs, and expenses, including but not limited to a reasonable attorneys' fee, arising out of or in connection with claims relating to an attempted assignment, sublicense, transfer, or other conveyance of Licensee's rights and obligations.

6.2 Entire Agreement. This Agreement supersedes all previous agreements, understandings, and arrangements between the parties, whether oral or written, and constitutes the entire agreement between the parties.

6.3 Amendments. This Agreement may not be modified, amended, altered, or supplemented except by an agreement in writing executed by the parties hereto.

6.4 Waivers. The waiver by either party of a breach or other violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision of this Agreement.

6.5 Notice. Unless otherwise provided herein, any notice, demand, or communication required, permitted, or desired to be given hereunder shall be in writing and shall be delivered by hand, by telex or telecopy, by facsimile, or by registered or prepaid certified mail through the United States postal service, return receipt requested, addressed as follows:

If to Licensor: Jeff Brown, 8321 S. 8th St., Broken Arrow, OK, 74801

If to Licensee: Patriot Guard Riders, Inc., Winters, King & Associates, Inc., 2448 East 81st Street, Suite 5900, Tulsa, OK 74137-4259, or to such other address, and to the attention of such other persons, agents or officers as either party may designate by written notice. Any notice so addressed and mailed shall be deemed duly given three (3) days

after deposit in the United States mail, and if delivered by hand, shall be deemed given when delivered, and if telecopied, telexed, or sent by facsimile, shall be deemed given on the first business day immediately following transmittal.

6.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

6.7 Articles and Other Headings. The articles and other headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

LICENSOR:

JEFF BROWN

DATE

LICENSEE: PATRIOT GUARD RIDERS, INC.

BY

NAME

DATE

IN THE UNITED STATE PATENT & TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

JEFF BROWN,

Opposer,

v.

PATRIOT GUARD RIDERS, INC.,

Applicant.

)
) OPPOSITION NO.: 91181448
)
) TRADEMARK: PATRIOT GUARD
) RIDERS AND DESIGN
)
) APPLICATION NO.: 77/040379
)
) DATE FILED: NOVEMBER 9, 2006
)
)

EXHIBIT 2
IN SUPPORT OF OPPOSER'S MOTION FOR SUMMARY JUDGMENT

1 IN THE UNITED STATES PATENT & TRADEMARK OFFICE
 2 BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD
 3
 4
 5 JEFF BROWN,)
 6 Opposer and)
 7 Petitioner,)
 8 vs.) Opposition No. 91181448
 9 PATRIOT GUARD RIDERS, INC.,) Serial No. 77/040,379
 10 Applicant and)
 11 Respondent.)
 12 -----
 13

14 THE DEPOSITION OF JEFF BROWN,

15 produced as a witness on behalf of the Applicant and
 16 Respondent, in the above-styled and numbered cause,
 17 taken on the 14th day of October 2008, in the City of
 18 Tulsa, County of Tulsa, State of Oklahoma, before me,
 19 Marlene Percefull, Certified Shorthand Reporter, duly
 20 certified under and by virtue of the laws of the State
 21 of Oklahoma.
 22
 23
 24
 25

1 APPEARANCES

2
 3 FOR THE OPPOSER AND PETITIONER: Ms. Courtney L. Bru
 4 Ms. Rachel Blue
 5 Attorneys at Law
 6 320 S. Boston
 7 Suite 500
 8 Tulsa, OK 74103
 9
 10 FOR THE APPLICANT AND RESPONDENT: Mr. David J. Marr
 11 Mr. James A. O'Malley
 12 Attorneys at Law
 13 105 W. Adams St.
 14 Suite 3600
 15 Chicago, IL 60603
 16
 17 ALSO PRESENT: Mr. Bill Richart
 18
 19
 20
 21
 22
 23
 24
 25

1 I N D E X

2
 3 W I T N E S S P A G E
 4
 5 Jeff Brown
 6 Direct Examination by Mr. Marr 4
 7 Cross Examination by Ms. Bru 113
 8 Redirect Examination by Mr. Marr 128
 9
 10
 11 Signature Page 133
 12 Reporter's Certificate 134
 13
 14 EXHIBITS
 15 RESPONDENT'S
 16 Number Identified Offered
 17 1 Notice of Depo 4
 18 2 Notice of Opposition 9
 19 3 E-mail 12-5-07 48
 20 4 Petitioner Answer 58
 21 5 Opposer's Responses 60
 22 6 Opposer's Responses 62
 23 7 2-27-06 Savage letter 78
 24 8 OGR web site 99
 25 9 E-mail 3-27-08 101
 10 10 PGR Invoice 103
 11 11 Twister's Invoice 105
 12 12 House Resolution 731 106
 13 13 PGR Riders Store 109
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25

1 (whereupon, the deposition began
 2 at 9:03 a.m.)
 3 JEFF BROWN.
 4 having first been duly sworn to testify to the truth,
 5 the whole truth and nothing but the truth, testified as
 6 follows:
 7 DIRECT EXAMINATION
 8 BY MR. MARR:
 9 Q Good morning.
 10 A Good morning. 9:03 AM
 11 Q You understand that oath and understand what it
 12 means?
 13 A Yes.
 14 Q You understand that any willful, untrue statements
 15 you make while you're under oath are perjurous? 9:03 AM
 16 A Yes.
 17 MR. MARR: Okay. We'll do the usual
 18 stipulations according to the federal rules?
 19 MS. BRU: (Nods head up and down.)
 20 MR. MARR: And this is Deposition Exhibit 9:03 AM
 21 1, which is the notice.
 22 MS. BRU: Let's go ahead and note on the
 23 record that respondent's exhibits are the
 24 applicant's.
 25 MR. MARR: Right. Respondent's exhibits. 9:04 AM

1 are the applicant's exhibits. Opposer's exhibits
 2 were marked petitioner's.
 3 Q Okay. Can you identify that document for me,
 4 please, Mr. Brown?
 5 A Notice of deposition.
 6 Q Okay. And just note for the record that this
 7 deposition is taking place pursuant to this notice.
 8 Okay. You sat through the depositions yesterday?
 9 A Yes, sir.
 10 Q So you understand the general format. Have you
 11 ever had your deposition taken before?
 12 A No.
 13 Q Okay.
 14 A I don't think. I don't remember that I have.
 15 Q I think you would remember. Same instructions,
 16 basically, that Courtney gave to Patriot Guard Rider
 17 witnesses. If you don't hear a question, ask me to
 18 repeat. If you don't understand it, ask me for an
 19 explanation. If you want to take a break, washroom,
 20 whatever, feel free to do that at any time. And,
 21 again, like Courtney asked of the witnesses yesterday,
 22 the only thing I do ask is that you don't ask for a
 23 break in the middle of a question.
 24 A Okay.
 25 Q Okay. Do you have any other questions about

9:04AM Q Have you ever met me before? 9:06AM
 2 A Yesterday.
 3 Q Have you ever talked with me before yesterday?
 4 A No.
 9:04AM Q What is your profession? 9:06AM
 6 A Sales.
 7 Q What type of sales?
 8 A Patriot Guard Rider gear.
 9 Q How long have you been employed exclusively at
 10 that position? 9:07AM
 11 A Two and a half years.
 12 Q What did you do prior to that?
 13 A Sales.
 14 Q What type of sales?
 9:04AM A Intellectual property, Internet educational 9:07AM
 16 systems.
 17 Q What type of intellectual property did you sell?
 18 Domain names, is that what you mean?
 19 A No, no. Worked for a company out of Florida that
 9:05AM created training programs for corporations and so I 9:07AM
 21 would sell them.
 22 Q Okay. Training? What type of training?
 23 A This was for compliance for the privacy issues and
 24 automobile loans.
 9:05AM Q Okay. All right. How long did you do that? 9:07AM

1 procedure?
 2 A No.
 3 Q Okay. Could you state your full name for the
 4 record, please?
 5 A Jeffrey Allen Brown.
 6 Q Are you known by any other names currently or have
 7 you been in the past?
 8 A Twister.
 9 Q Okay. That's your ride name?
 10 A Road name, yes.
 11 Q Road name.
 12 A Same thing.
 13 Q What is your current address?
 14 A 8321 South Eighth Street, Broken Arrow, Oklahoma.
 15 Q How long have you resided there?
 16 A Eight years.
 17 Q What's your date of birth?
 18 A July 27, 1947.
 19 Q Did you review any documents in preparation for
 20 this deposition?
 21 A How far back do you want to go?
 22 Q Specifically for this.
 23 A For this particular?
 24 Q Yes.
 25 A No.

9:05AM A About two years. 9:08AM
 2 Q Okay. And what about before that?
 3 A Before that I was in medical sales.
 4 Q Okay. Could you give me briefly your educational
 9:05AM background? 9:08AM
 6 A Graduated from Shawnee High School in 1965,
 7 Central State University in 1969.
 8 Q Did you earn a degree?
 9 A Yes.
 9:05AM Q What was that degree? 9:08AM
 11 A Bachelor of science in education.
 12 Q Okay.
 13 A And master's in education from the University of
 14 Denver in, I think, 1972.
 9:06AM Q Okay. Again, similar to yesterday, there's going 9:08AM
 16 to be terms I'm using today that require your
 17 understanding of phrases. When I use the term "the PGR
 18 organization," I'm going to be referring to the
 19 organization from the time of its inception to the time
 9:06AM of its incorporation. Okay. When I use the term "the 9:09AM
 21 PGR Corporation," I'll be referring to Patriot Guard
 22 Riders corporation from the point of incorporation
 23 forward. And I will try not to use the term "PGR"
 24 without one of those extensions, but if I do, you can
 9:06AM ask for clarification or I possibly could use that in 9:09AM

Page 17

1 MS. BRU: I'm going to object to this
 2 whole line of questioning as irrelevant, but you can
 3 answer.
 4 Q How did you become aware of the fact that the
 5 Patriot Guard Riders had filed an application for
 6 registration of the Patriot Guard Riders mark?
 7 A If I remember correctly, I saw it on a post on one
 8 of the forums that Jason Wallin drew up on the Web site
 9 entitled "You Be the Judge," claiming that I had not
 10 filed for the trademark and -- well, no, it had to have
 11 been prior to that because -- to be honest, I don't
 12 remember.
 13 Q Obviously, this was after the Patriot Guard Riders
 14 had incorporated, had filed for their trademark, so it
 15 was after -- it was after November 9th at 1:14 Eastern
 16 Standard time. The point in time when you became aware
 17 that this application, Petitioner's Exhibit 14, was
 18 filed, was that prior to you filing your application
 19 which occurred on November 9 at -- I lost it, November
 20 9th at 2244 or 10:44 p.m.?
 21 A I'm sorry. Would you repeat that question?
 22 Q Sure. I asked you when you first became aware of
 23 the fact that Patriot Guard Riders filed their
 24 trademark application, and you said when you read a
 25 post which you believe was from Mr. Wallin. When

Page 19

9:25 AM Q Okay. Did you think it was filed a week before
 2 November 9th?
 3 A Absolutely.
 4 Q A month before?
 5 A Absolutely.
 6 Q Six months before November 9th?
 7 A Probably.
 8 Q So you thought it was filed sometime in May?
 9 A Well, Mr. Marr, I can't put a time frame on it.
 10 I'm sorry. I'm not trying to evade the answer, but
 11 I've been working with him for quite some time on it.
 12 Q And your understanding was that this application
 13 had already been placed on file several months before
 14 November 9th?
 15 A Yes.
 16 Q What caused you to believe that?
 17 A In just the correspondence or the -- when I
 18 contacted John and would send -- he'd say, okay, I need
 19 a picture of this shirt or a picture of this hat and a
 20 description, and when was the first time that you sold
 21 one of these, et cetera. And when I would send him the
 22 information he requested, I assumed it was done. I
 23 can't be specific on dates.
 24 Q When did you submit your resignation to the board
 25 of the PGR?

Page 18

1 exactly did you become aware of that post? Was it
 2 between the time that the Patriot Guard Riders filed
 3 their application and you filed your application, or
 4 was it after the time that you filed your application?
 5 MS. BRU: I think he answered and said he
 6 didn't know.
 7 A I don't remember. I really don't remember.
 8 Q Okay.
 9 A The first notice I remember seeing was in that
 10 post, but I'm pretty sure -- well, I don't remember.
 11 Q Do you remember the circumstances that caused you
 12 to file or have filed -- as you pointed out your
 13 attorney filed this application, correct? Your
 14 attorney -- who is your attorney that helped you file
 15 this application?
 16 A John Jacobs.
 17 Q John Jacobs. And did you know that on November
 18 9th that John Jacobs would be filing this application
 19 for you?
 20 A No, I thought it had already been filed.
 21 Q When did you think it had been filed?
 22 A I can't give you an exact date, but we had been
 23 working on it for months and I was sending him
 24 information. And I was under the assumption that all
 25 of it was completed.

Page 20

9:26 AM A It was in November of 2006. I don't remember the
 2 date.
 3 Q Okay. But during the first week of November?
 4 A I don't remember.
 5 Q Was it before November 9th?
 6 MS. BRU: Objection.
 7 A I don't remember. It was November.
 8 Q Do you recall speaking with Mr. Jacobs regarding
 9 the filing of the trademark application that you
 10 submitted between the time that you submitted your
 11 resignation to the PGR and the time -- and the time
 12 that the application was filed on November 9th?
 13 A Between the time of my resignation and the
 14 filing -- I'm sorry. Is that what you were asking?
 15 Q Correct.
 16 A Not specifically.
 17 Q So you didn't ask him to make sure the application
 18 was on file after you resigned from the PGR?
 19 A No, I'm not saying I didn't -- I'm saying I don't
 20 remember.
 21 Q Well --
 22 MS. BRU: I think that's his testimony.
 23 We can read it back, but I'm pretty sure that's how
 24 he answered your question. Let's go ahead and read
 25 that back. Let's read those two questions back.

1 2006, when this application was filed, you cannot
 2 recall whether you had already resigned from the board
 3 of the PGR, is that correct?
 4 A Yes.
 5 Q So let's assume you were not a member of the board
 6 for purposes of this question. How can you say that
 7 Mr. Brown was not authorized by the board if you were
 8 not on the board?
 9 MS. BRU: Objection for a whole lot of
 10 reasons.
 11 Q You can answer the question.
 12 A It does not say authorized by the Board. It says
 13 without authorization. And that is as the owner of the
 14 mark, he did not have my authorization. I own the
 15 mark.
 16 Q Okay. What do you base your allegation that you
 17 own the mark on?
 18 MS. BRU: Objection. Calls for a legal
 19 conclusion. You can answer.
 20 A I created it. I first used it.
 21 Q How did you first use the mark?
 22 MS. BRU: Objection. Same grounds.
 23 A By designing and having produced different
 24 products that displayed the mark.
 25 Q Okay. Can you refer again to Petitioner's Exhibit

10:06AM A A group. 10:09AM
 2 Q Okay. And is a single person a group in your
 3 opinion?
 4 MS. BRU: Objection. Same grounds.
 5 A Is a single person a group? No. 10:09AM
 6 Q A single person, an individual, can't be an
 7 association, correct?
 8 MS. BRU: Objection.
 9 A No, I didn't say that. Could be an association of
 10 one. 10:09AM
 11 Q So the description, "Association services, namely
 12 promoting interests of families of deceased military
 13 members and families of deceased veterans," is it your
 14 testimony that those association services can be
 15 performed by an individual? 10:10AM
 16 A Of course.
 17 Q And could you again turn to the last page of the
 18 trademark application, Petitioner's Exhibit 16?
 19 MS. BRU: Can you describe on the record
 20 the content of that last page? 10:10AM
 21 Q Which is the specimen which is for these
 22 association services, which is described as a mark
 23 displayed by supporter at funeral of deceased military
 24 member.
 25 Is that an example, Mr. Brown, of the mark 10:10AM

1 No. 16, which is your trademark application?
 2 A Yes, sir.
 3 Q And could you refer to the third page in the
 4 middle of the page, the same block that we were talking
 5 about earlier, and the description block? Can you read
 6 what that says opposite for me one more time, please?
 7 A Are we talking about goods and/or services and
 8 basis information?
 9 Q Yes. And where it says International Class 35.
 10 A Yes, sir. And which line again, description?
 11 Q Correct.
 12 A "Association services, namely promoting the
 13 interests of families of deceased military members and
 14 families of deceased veterans."
 15 Q Okay. How did you use the mark in connection with
 16 those services listed?
 17 MS. BRU: Objection. Same grounds.
 18 A I used it in going to missions. Are you talking
 19 about me personally?
 20 Q Uh-huh.
 21 A By going to missions, by creating the organization
 22 that honored the fallen heroes.
 23 Q What is your understanding of the term
 24 "association"?
 25 MS. BRU: Objection. Same grounds.

10:07AM being used in conjunction with the services that are 10:10AM
 2 listed as association services --
 3 MS. BRU: Objection.
 4 Q -- in the trademark application?
 5 MS. BRU: I believe that's been asked and 10:10AM
 6 answered, but you can respond.
 7 A It appears to be.
 8 Q Can you please read the -- referring back to
 9 Petitioner's Exhibit 17, which is the opposition?
 10 MS. BRU: I think we're using Respondent's 10:11AM
 11 Exhibit 2 for that.
 12 Q Okay. Respondent's Exhibit 2. Can you please
 13 read the first sentence of the second paragraph for me?
 14 A On the last page?
 15 Q Yes. 10:11AM
 16 A "PGR, Inc., was well aware that Mr. Brown had
 17 founded the organization still in its infancy at that
 18 point, and that Mr. Brown had prior use of the mark not
 19 only on the organization services but also on
 20 merchandise that he produced using the name." 10:12AM
 21 Q Is it your testimony that the person identified in
 22 that sentence, yourself, Mr. Brown, is the owner of the
 23 mark because he organized the Patriot Guard Riders?
 24 MS. BRU: Objection. Calls for a legal
 25 conclusion. You can answer. 10:12AM

1 Q You can answer. 10:12 AM

2 A No, that's not -- let me make sure I'm

3 understanding your question.

4 Q Do you now own the mark because you formed the

5 organization? 10:12 AM

6 A No, I own the mark because I designed it, I

7 created it, and I used it commercially first.

8 Q Okay. So your testimony is that you own the mark

9 because you created it and you used it. Why was it

10 important to state in this opposition that you had 10:13 AM

11 founded the organization?

12 MS. BRU: Objection. Calls for a legal

13 conclusion. You can answer.

14 A I don't know if it's legally important. It's

15 important to me because the PGR is important to me. 10:13 AM

16 Q Okay. Can you read the last sentence of the

17 second paragraph in the application, Respondent's

18 Exhibit 2?

19 A "The affidavit that PGR, Inc., knew of no other

20 party entitled to use the mark Patriot Guard Riders was 10:14 AM

21 fraudulent."

22 Q What's the basis for that statement?

23 MS. BRU: Objection. Calls for a legal

24 conclusion.

25 Q Do you recall discussing with your attorney this 10:14 AM

MS. BRU: Objection, relevance. You can 10:16 AM

2 answer.

3 A Jason lived in Colorado. We may have met in

4 between on certain missions. I know we rode together

5 at Sturgis, but that wasn't really -- it wasn't a 10:16 AM

6 funeral mission.

7 Q Did other individuals of the Patriot Guard Riders

8 display the mark, as we described earlier, in

9 connection with services as described in your

10 application? 10:16 AM

11 A Yes.

12 Q You weren't the only one using that mark?

13 A No.

14 Q Based on these two paragraphs that we just read in

15 the opposition, what is your understanding of the bases 10:17 AM

16 upon which the opposition is based?

17 MS. BRU: Objection, calls for a legal

18 conclusion. You can answer.

19 A My understanding is that ownership of a mark is

20 based on who created the mark and who used the mark 10:17 AM

21 first in commerce, and that is me.

22 Q Okay. No other basis?

23 A Not that -- I'm sure there are other things I'm

24 not aware of, but that's what I'm aware of or what I

25 believe. 10:18 AM

1 particular statement? 10:14 AM

2 MS. BRU: I'm going to object to the

3 extent that you feel required to respond to

4 substantive content. You can answer that question

5 yes or no, but you cannot discuss the substance of 10:14 AM

6 any suggestions that you had with myself or with

7 Rachel or any other DSDA attorney.

8 A Yes.

9 Q What is your opinion as to the basis for the

10 accusation that the allegation that the PGR, Inc., knew 10:15 AM

11 of no other party entitled -- that PGR's affidavit that

12 the PGR knew of no other party entitled to use the mark

13 was fraudulent?

14 MS. BRU: Renew my objection.

15 THE WITNESS: Do I answer that? 10:15 AM

16 MS. BRU: Yeah.

17 A The fact that the PGR, Inc.'s, application was

18 filed by Jason Wallin, who was, up until this time,

19 basically, my right-hand man. He knew very well that

20 the mark was being used by me, yet in his affidavit, as 10:15 AM

21 I understand it, his application says that he's not

22 aware of anyone else using or with rights to use the

23 mark.

24 Q In connection with the mission rights, did Jason

25 Wallin accompany you on mission rides sometimes? 10:16 AM

Q Okay. I want to refer again to Petitioner's 10:18 AM

2 Exhibit 16, which is your application for registration

3 of the mark Patriot Guard Rider. Okay. On Page 123 at

4 the bottom where it says attorney information?

5 A Yes, sir. 10:18 AM

6 Q Would you please read who's listed as the attorney

7 there?

8 A John Jacobs.

9 Q Was he your attorney assisting you in connection

10 with the filing of this application? 10:19 AM

11 A Yes, sir.

12 Q You testified earlier that you believe this

13 application to have been placed on file several months

14 earlier than November of '06, is that correct?

15 A Yes. 10:19 AM

16 MS. BRU: I'm not sure that's a proper

17 characterization of his testimony.

18 Q When did you think this application was placed on

19 file?

20 MS. BRU: That's been asked and answered. 10:19 AM

21 Q You can answer that.

22 A I can't give you a specific date --

23 Q Approximate date?

24 A -- but we had been working on it for quite

25 sometime and I assumed and -- shame on me, but I 10:19 AM

1 assumed it had been completed.
 2 Q Okay. And do you know how it was filed? In other
 3 words, do you know whether it was filed online or in
 4 paper form?
 5 A No, sir.
 6 Q But you did not file it, Mr. Jacobs filed it?
 7 A I think so.
 8 Q You're not sure?
 9 A No.
 10 Q You may have filed it?
 11 A If he sent it to me and said, "Mail this in,"
 12 or -- I don't know.
 13 Q But you filed it online?
 14 MS. BRU: Objection. If you don't know,
 15 you can say you don't know.
 16 A I don't know.
 17 Q Okay. How did you come to know John Jacobs?
 18 A He's a Patriot Guard Rider member, and I don't
 19 recall how we -- I mean, I never met the man. I don't
 20 recall how we got in contact. He may have sent me an
 21 e-mail and volunteered to do whatever he could, what
 22 have you. I don't remember the exact circumstances.
 23 Q You've never met him to date?
 24 A No.
 25 Q Did you have any sort of a written agreement

10:19AM A Jeff Brown. 10:23AM
 2 Q The signatory's name. And then the next line,
 3 signatory's position?
 4 A Executive director.
 5 Q What does that mean to you, executive director?
 6 MS. BRU: Objection to the extent it calls
 7 for a legal conclusion. You can answer.
 8 A The person in charge in most instances.
 9 Q The in person charge of what?
 10 A In this instance, the Patriot Guard Riders. 10:23AM
 11 Q Was this application filed on behalf of Patriot
 12 Guard Riders?
 13 A No, sir.
 14 Q You filed this application as an individual,
 15 correct? 10:24AM
 16 A Yes, sir.
 17 Q In light of the fact that you filed it as an
 18 individual, could you explain to me what the term
 19 "executive director" means in connection with this
 20 application? 10:24AM
 21 A That was my title.
 22 Q Of the Patriot Guard Riders?
 23 A Yes.
 24 Q This was not filed on behalf of the Patriot Guard
 25 Riders? 10:24AM

1 defining your relationship with Mr. Brown in connection
 2 with his representation of you in filing this trademark
 3 application?
 4 MS. BRU: Objection, relevance. You can
 5 answer.
 6 A No.
 7 Q To the best of your knowledge, during the course
 8 of preparing this application, did you believe that
 9 Mr. Brown was representing you or the PGR?
 10 A I'm sorry, I'm Mr. Brown.
 11 Q I'm sorry, Mr. Jacobs. Did you believe that
 12 Mr. Jacobs was representing you or the PGR corporation?
 13 MS. BRU: Object to the extent that it
 14 does call for a legal conclusion, but you can answer
 15 that question.
 16 A He was representing me in regards to the trademark
 17 application.
 18 Q Would you please look at the last page of your
 19 application again, the fourth page from the start. See
 20 where it says "signature information" down towards the
 21 bottom?
 22 A I'm sorry. I skipped a page. Yes, sir.
 23 Q Can you read to me what it says there, please?
 24 A Slash, J.A. Brown, slash.
 25 Q And the next line?

10:21AM A Right. 10:24AM
 2 Q So does it make sense to you that you would list
 3 yourself as executive director of yourself?
 4 A That's the way Mr. Jacobs instructed me to sign
 5 it, and that's the way I signed it. 10:24AM
 6 Q Do you know why he instructed you to sign it as
 7 executive director?
 8 A No, sir.
 9 Q Do you think he thought you were acting on behalf
 10 of the Patriot Guard Riders? 10:25AM
 11 A No, sir.
 12 MS. BRU: Objection. The witness doesn't
 13 have any personal knowledge to answer these
 14 questions.
 15 MR. MARR: Can we take a break? 10:25AM
 16 (Following a short recess at 10:25 a.m.,
 17 proceedings continued on the record at 10:46 a.m.)
 18 Q I want to introduce Respondent's Exhibit 3, which
 19 is an e-mail string. Mr. Brown, can you please look at
 20 that document, tell me when you're ready. 10:46AM
 21 MS. BRU: Go ahead and take your time to
 22 read it.
 23 A Yes, sir.
 24 Q Did you read this e-mail?
 25 A Yes. 10:50AM

1 going to ask you to ask it differently.
 2 Q Did the PGR organization, preincorporation,
 3 approach you about the possibility of obtaining a
 4 license so that they could use the PGR mark for
 5 noncommercial purposes?
 6 A No, not that I can remember.
 7 Q Your testimony -- you testified that you orally
 8 licensed PGR, Incorporated, to use the mark for
 9 noncommercial purposes, correct?
 10 A Yes.
 11 MS. BRU: I'm not sure he did testify to
 12 that.
 13 MR. MARR: I think he did.
 14 (Whereupon, a discussion was held off
 15 the record.)
 16 Q I want to clarify the question that just occurred
 17 here, so I'll ask the final questions again.
 18 Mr. Brown, did you license the PGR
 19 organization to use the mark for noncommercial
 20 purposes?
 21 A Yes.
 22 Q Okay. Did you license PGR, Incorporated, to use
 23 the mark for noncommercial purposes?
 24 A Yes.
 25 Q And the oral license which you're referring to

11:42AM by your definition, a grant of the oral license to use 11:45AM
 2 the mark for noncommercial purposes to the
 3 organization?
 4 A Yes. I don't know if I used those specific words.
 11:42AM Q Do you remember what individuals were present when 11:45AM
 6 you made that statement?
 7 A Well, again, I don't know if I made that exact
 8 statement, but I would have -- there would have been no
 9 one present. I would have, in all probability,
 11:42AM e-mailed it to Jason Wallin, who was building the web 11:45AM
 11 site. I'm sorry, I'm losing my voice.
 12 Q It's all right.
 13 MS. BRU: Need some water, coffee, break?
 14 A I'll just get some water. So it wasn't that
 11:43AM someone -- 11:45AM
 16 MS. BRU: Hang on, Jeff.
 17 Q Tell me when you're ready.
 18 A I'm ready.
 19 Q Okay. Do you recall any other terms of the
 11:43AM license that you granted? 11:47AM
 21 A To whom?
 22 Q You testified that you granted a license?
 23 A Are you talking organization or after
 24 incorporation?
 11:43AM Q Organization. You testified that you granted an 11:47AM

1 with regard to the organization and the corporation was 11:43AM
 2 one and the same, is that correct?
 3 A Yes. Let me -- if I may, my understanding of an
 4 oral license is grant permission, which I did.
 5 Q Okay. Do you recall whether any members of the 11:44AM
 6 organization or the corporation approached you about
 7 permission to use the mark?
 8 MS. BRU: Asked and answered. You can
 9 answer, Jeff.
 10 A Commercially or noncommercially? 11:44AM
 11 Q Noncommercially.
 12 A Noncommercially, no.
 13 Q You testified that the license, the oral license
 14 you granted to the PGR organization for use of the mark
 15 for noncommercial purposes was made. Therefore, could 11:44AM
 16 you tell me approximately what time and/or -- and the
 17 circumstances surrounding the grant of the oral license
 18 that occurred, keeping in mind that the corporation was
 19 formed in April?
 20 MS. BRU: February. 11:45AM
 21 Q February of '06.
 22 A Well, from a layman's viewpoint, it would have
 23 been when we launched the web site and I said, "Here,
 24 put the logo up."
 25 Q Your act of saying, "Here put the logo up," was, 11:45AM

11:43AM oral license to PGR organization to use the mark for 11:47AM
 2 noncommercial purposes, correct?
 3 A Yes.
 4 Q Do you recall any terms that were included in that
 11:44AM oral license? 11:48AM
 6 A No.
 7 Q Do you recall any discussions or negotiations that
 8 took place prior to your granting of that license?
 9 A No.
 10 Q Did the organization have an attorney representing 11:48AM
 11 it, or did you have an attorney representing it?
 12 A No.
 13 Q Was John Jacobs involved during --
 14 A No.
 15 Q Did you or the PGR organization seek legal advice 11:48AM
 16 from an attorney before negotiating the license?
 17 MS. BRU: I think he said there were no
 18 negotiations.
 19 Q Sorry. Strike that. Did you or the PGR
 20 organization seek advice from an attorney before you 11:48AM
 21 granted the oral license to the organization?
 22 A No.
 23 Q Why was the license oral and not written?
 24 MS. BRU: Objection, relevance. You can
 11:45AM answer. 11:49AM

1 A At that time, I was the organization.
 2 Q You, as an individual, were the organization?
 3 A I founded the organization and came up with the
 4 logo and said, Jeff, why don't you use that.
 5 Q You said it to yourself, Jeff?
 6 A Well, I'm being facetious, but --
 7 Q There were no other members of the organization at
 8 the time that you granted the oral license?
 9 A At the time that I came up with the logo, I don't
 10 know that anyone else had joined.
 11 Q What about at the time that you granted the oral
 12 license to the organization for use on noncommercial
 13 purposes?
 14 A Well, it would have been Jason Wallin that put it
 15 on the Web site.
 16 Q Was he a member of the organization at that time?
 17 A Yes.
 18 Q So you weren't the only individual in the
 19 organization at the time that you granted the oral
 20 license?
 21 A No, I was not the only member when I sent it to
 22 Jason Wallin, obviously, but at the time that I came up
 23 with the logo, I very possibly could have been the only
 24 member.
 25 Q That's fine. I understand that. I'm asking you

11:49 AM
 11:49 AM
 11:49 AM
 11:50 AM
 11:50 AM
 11:50 AM

Q Did you intend to permit only the PGR organization
 2 to use the mark for noncommercial purposes, or did you
 3 intend that you would grant other oral licenses to
 4 other parties to use the mark?
 A I don't think I really thought that far ahead on
 6 it.
 Q Could the oral license be transferred by the
 8 organization to another party?
 A I, again, don't think I thought that far ahead on
 10 it.
 Q Was there any restriction with regard to which
 12 geographical area of the United States the corporation
 13 could use the license?
 MS. BRU: Objection to the extent it calls
 15 for a legal conclusion.
 Q You can answer the question.
 A These are all questions that, in my mind, would
 18 have required a great deal more preparation than I have
 19 put into this.
 Q Did you receive any consideration, money or
 21 otherwise, for granting the oral license?
 A No.
 Q Did the PGR organization somehow acknowledge that
 24 they had received the license to use the mark?
 MS. BRU: Objection, relevance. You can

11:52 AM
 11:52 AM
 11:52 AM
 11:53 AM
 11:53 AM
 11:53 AM

1 questions about at the time that you granted the oral
 2 license.
 3 A If I designed the logo, and I said to myself, I'm
 4 going to put this -- this is going to be the logo for
 5 the organization, that is, in my mind, granting
 6 permission, even if it's to me. I don't know what
 7 you're asking me, Mr. Marr.
 8 Q Let me break it down. Was there or was there not
 9 an organization in place at the time that you granted
 10 the oral license for noncommercial purposes to the
 11 organization?
 12 A Well, again, if I designed the logo, I don't
 13 remember whether anyone else had already joined when I
 14 did that or not. I cannot remember.
 15 Q And you don't remember any other terms or
 16 provisions in the oral license?
 17 A No, other than it was strictly for noncommercial
 18 use at the time I sent it over to be used on the Web
 19 site, if that's what you're considering the time that
 20 the license started or was issued. Other than it was
 21 noncommercial, there were no other stipulations.
 22 Q Was the license an exclusive license or
 23 nonexclusive license?
 MS. BRU: Objection. Calls for a legal
 25 conclusion. If you want to define those terms.

11:50 AM
 11:50 AM
 11:51 AM
 11:51 AM
 11:51 AM
 11:52 AM

answer.
 2 A Not that I recall. I mean, Jason may have said,
 3 "Hey, I got it."
 4 Q Did you dictate how and where the organization
 5 used the mark? And I will specify again for
 6 noncommercial purposes.
 7 A I think later on I probably -- I can't think of a
 8 circumstance, but I'm not quite sure. I feel like I
 9 did, but I can't think of a specific instance.
 10 Q Did the PGR organization agree to maintain a
 11 consistent level of quality in its use of the mark for
 12 noncommercial purposes?
 MS. BRU: Objection, relevance.
 14 Q And if so, what would that quality be?
 MS. BRU: Same objection.
 16 A They -- no.
 17 Q Did you advise the organization that you would be
 18 monitoring their use of the mark under the license?
 MS. BRU: Objection, relevance. You can
 20 answer.
 21 A No.
 22 Q You identified Jason Wallin as an individual who
 23 would have knowledge of the oral license. Are there
 24 any other individuals who would have knowledge of the
 license?

11:53 AM
 11:54 AM
 11:54 AM
 11:55 AM
 11:55 AM
 11:55 AM

1 A I would think anyone that went to the web site and
 2 saw the logo being used.
 3 Q And you have no written documents evidencing the
 4 oral license?
 5 A No.
 6 Q No other type of documentation or use, audio or
 7 video recordings, nothing evidencing the oral license?
 8 A Not that I can think of.
 9 Q Was there a term on the license, that it lasts for
 10 a certain period of time?
 11 A At one point -- probably at more than one point,
 12 but during preliminary negotiations after my
 13 resignation with PGR corporate, I had put a one-year
 14 term on use of the logo renewal annually.
 15 Q That was a license you proposed after your
 16 resignation from --
 17 A Yes, those offers were not accepted.
 18 Q With regard to the oral license for noncommercial
 19 purpose that you did grant to the organization, which
 20 is the same license you testified that was granted to
 21 the corporation, were there any termination provisions?
 22 Could either party end the license?
 23 A No.
 24 Q Were there any sort of notices that were to be
 25 provided in connection with the license or a breach

11:55AM to you?
 2 A Yes, sir.
 3 Q They appear to be the incorporation papers and the
 4 bylaws that relate to the Patriot Guard Riders, Inc.,
 11:56AM Oklahoma corporation?
 6 A Yes, sir.
 7 Q Do you recall submitting this document to the
 8 Oklahoma Secretary of State or any of these documents?
 9 A Not personally, no.
 11:56AM Q Who did it for you?
 11 A I'm assuming Thomas Winters.
 12 Q He was your attorney acting in connection with
 13 this incorporation?
 14 A Yes, sir.
 11:56AM Q Why did you decide to incorporate the
 16 organization, the PGR organization, at the time it was
 17 incorporated in February of 2006?
 18 A Why? I'm sorry, why did we?
 19 Q Why did you decide? You were an organization
 11:57AM prior to this, correct?
 21 A Yeah.
 22 Q Okay. Why did you decide to incorporate?
 23 A We had been getting a lot of questions about
 24 things like liability on a ride if someone gets hurt.
 11:57AM we had also been getting questions about donations,

1 thereof?
 2 MS. BRU: Objection, relevance.
 3 A I'm not sure I understand what you mean.
 4 Q If, for example, the corporation decided they no
 5 longer wanted to use the mark, did it have to provide
 6 you notice that it no longer --
 7 A No.
 8 Q Do you understand the term "good will" as it
 9 applies to trademarks?
 10 MS. BRU: Objection to the extent it calls
 11 for a legal conclusion. If you know, you can
 12 answer.
 13 A No.
 14 Q When the PGR organization incorporated in February
 15 of 2006, was there any sort of written acknowledgment
 16 of the existence of the oral license?
 17 A I don't know.
 18 MR. MARR: Okay. Let's go off the record
 19 for a second.
 20 (Following a lunch recess at 11:58 a.m.,
 21 proceedings continued on the record at 1:11 p.m.)
 22 Q I'd like to introduce Respondent's Exhibit No. 7,
 23 take a quick look at those, Mr. Brown. It's a group of
 24 documents that relate to the incorporation of the
 25 Patriot Guard Riders. Do these documents look familiar

11:57AM things of that nature.
 2 Q Okay.
 3 A And there was also some -- I guess some impetus to
 4 become more structured.
 11:57AM Q Was the decision to incorporate yours?
 6 A Well, I'm sure it wasn't mine alone.
 7 Q Other individuals were involved?
 8 A I'm sure.
 9 Q Do you recall who?
 11:58AM A I would imagine Jason Wallin, probably Kurt Mayer.
 11 Q Okay.
 12 A I can't think of anyone else right offhand, but
 13 there may have been.
 14 Q Okay. Could you look at the third page of the
 15 document I just handed you, Exhibit 7. And it's a
 16 little bit hard to make out because of the photocopies.
 17 But right about a fourth of the way down the page it
 18 says "purpose." Do you see that in the shaded area?
 19 A Yes, sir.
 1:10PM Q Can you read what it says there, please?
 21 A "This nonprofit corporation is organized and
 22 operated exclusively for charitable purposes,
 23 including, for such purposes, the making of
 24 distribution to organizations that qualify as exempt
 1:11PM organizations under Section 501(c)(3) of the Internal

1 Sturgis?
 2 A Yes.
 3 Q Was that a PGR mission?
 4 A Well, yeah, I guess you could call it a mission.
 5 It wasn't one of our standard missions, if you will.
 6 It was bike week in Sturgis, and Jason had set up an
 7 event in conjunction with the Healing Fields and
 8 Buffalo Chip campgrounds.
 9 Q When was this?
 10 A Oh, it would have been in August of -- I think
 11 Sturgis is always the first week in August. It would
 12 have been in 2006.
 13 Q Have you ever filed a trademark before November 9,
 14 2006?
 15 A No.
 16 Q Have you ever designed any other logos?
 17 A Yes.
 18 Q Have you trademarked those?
 19 A No.
 20 Q Who paid for the fees associated with your
 21 trademark application dated November 9, 2006?
 22 A I did.
 23 Q What funds did you use?
 24 A Personal funds.
 25 Q The original PGR store, I'm not using that term in

3:22PM A I'm assuming he is. He purports to be.
 2 Q Do you know if he's ever been on the board of
 3 directors with PGR?
 4 A I have no idea. Looks like here his name is Ray
 5 instead of Ron.
 6 Q I think that -- is that not Raymond and Pam
 7 Russell?
 8 A Oh, could be, yeah.
 9 Q Who are Raymond and Pam Russell?
 10 A PGR members, I'm assuming.
 11 Q Okay. Do you have any formal training or
 12 education about trademarks?
 13 A No.
 14 Q About licenses?
 15 A No.
 16 Q Are you a lawyer?
 17 A No.
 18 Q When you gave the organization as opposed to the
 19 corporation -- when you gave the organization
 20 permission to use the mark, the logo, who was the
 21 leader of your organization at that time?
 22 A I was.
 23 Q Did you, as the individual owner of the logo,
 24 grant yourself, as the leader of the organization, the
 25 logo?

1 any particular technical sense, but when there's a PGR
 2 store within the Patriotguard.org Web site, who owned
 3 that store?
 4 A I did.
 5 Q What about when it switched to an external site,
 6 who owned that store?
 7 A Let me back up because I'm not for sure there was
 8 ever one on the PGR site. I just don't remember. But
 9 if there was one, I owned it and then I owned the
 10 subsequent store.
 11 Q What about when it became Twister's, who owned
 12 that store?
 13 A Well, I'm saying I, my wife in each of those
 14 instances.
 15 Q Were any of those stores operated by PGR store,
 16 LLC? Were any of those stores, the original, any
 17 internal, external Twister's, were they operated under
 18 PGR store, LLC?
 19 A Once it was set up as an LLC, yes.
 20 Q Here's an e-mail we looked at. Look at
 21 Respondent's Exhibit 3. There's a individual listed on
 22 the cc line, capital R, lower case N, capital B,
 23 Groves. Do you know who that is?
 24 A I think his name is Ron Groves.
 25 Q Is he a PGR member, do you know?

3:23PM A Did I grant them?
 2 Q Did you take off an owner hat, an individual hat,
 3 and put on a PGR hat and give the organization
 4 permission to use the logo?
 5 A Yes.
 6 Q Did you think that you could terminate the
 7 permission to use the logo at any time the
 8 organization -- let me rephrase that. Did you think
 9 that you could terminate the organization's permission
 10 to use the logo at any time?
 11 A Well, at the time, I considered myself to be the
 12 owner of the logo. I was the executive director of the
 13 organization, so I could have stopped using it or
 14 terminated it, depending on which hat I had on at any
 15 time.
 16 Q What was your intent in giving PGR organization
 17 permission to use the logo for noncommercial purposes?
 18 A It was just to be a symbol, a graphic symbol of
 19 what the organization hopefully would become, so that
 20 when people saw, they would know who we were.
 21 Q Why did you resign from PGR, Incorporated?
 22 A In a very brief capsulized reason, I had a
 23 no-confidence vote from the board of directors and what
 24 amounted to a three-to-two vote. I could have voted
 25 and tied with Jason Wallin, controlled the servers and

Page 121	Page 123
1 the web site. Jason Wallin knew that I had him down	3:28 PML A Not that I can remember. Most American -- well, I
2 solid for embezzlement. All he had to do was throw the	2 won't say most, but a lot of American Legion riders are
3 switch and it would have shut the PGR down in a	3 also Patriot Guard Rider members.
4 heartbeat and there wouldn't have been anything I or	4 Q You said that there was an occasion where Ed
5 anyone else could have done about it.	3:29 PM5 Mueller approached you and said something to you --
6 Q That's why you didn't vote?	6 I'll defer to the transcript, but something along the
7 A (Nods head.)	7 lines if you ever want to sell the store, let me know.
8 Q How much money had you given to PGR organization	8 Did that happen before or after you resigned?
9 and corporation from the sale of PGR merchandise at the	9 A Well, it was over the telephone and it happened
10 time that you resigned?	3:29 PM10 before I resigned.
11 A The number that was posted on the financials from	11 Q You sat in on the depositions, the discovery
12 the PGR, if I remember correctly, was \$72,000 and some	12 depositions yesterday, correct?
13 odd change.	13 A Yes.
14 Q Do you know what percentage of profits that figure	14 Q I'm going to show you -- I only have one copy of
15 represents?	3:29 PM15 this. I'll show it to you guys first. This is
16 A No.	16 Petitioner's Exhibit 26 from yesterday. It's one page.
17 Q Did you have different concerns after you resigned	17 If everybody wants a copy in front of them for
18 about how the logo would be used by PGR, Incorporated?	18 questions, I can run around the corner and make copies.
19 A Sure.	19 MR. MARR: Ask your questions for now.
20 Q Did you feel that it was necessary to place	3:30 PM20 MS. BRU: Okay.
21 additional restrictions on the use of the mark, the	21 Q This is what appears to be a forum posting from 15
22 logo?	22 November 2006 by Jason Wallin, Waldo, regarding the
23 A I felt like it would be necessary at some time or	23 challenged coin design.* Paragraph 2 states that,
24 possibly necessary.	24 "Forbidden design elements include the copy-written
25 Q Is that because you were no longer going to be	3:30 PM25 logo that Jeff Brown drew as we only have permission to

Page 122	Page 124
1 involved in running the organization?	3:30 PML use it on the Web site, but not in marketing material."
2 A Yeah. And from the tone of what was happening, in	2 Is that consistent with your understanding of the
3 regards to me personally by members of the board of	3 permission that you granted PGR?
4 directors, and those that staged the coup, I was not	4 A Yes.
5 confident with how the organization was going.	3:30 PM5 Q Would you look at Respondent's Exhibit 13?
6 Q Who paid the Winters King firm?	6 A Got it.
7 A For what?	7 Q Who is Richard Wilbur?
8 Q For the advice and the help that they gave to	8 A Richard Wilbur goes by the road name Indy Harley,
9 incorporate the organization?	9 and I'm assuming he's still the Indiana state captain.
10 A Oh, I paid for the incorporation of Patriot Guard	3:31 PM10 Q While you sat on the board of directors, did the
11 Rider, Inc. I don't know if any other monies were paid	11 organization or the corporation have an issue with the
12 after I left or not.	12 Indiana group?
13 Q Were you ever reimbursed?	13 A I vaguely remember something, but I don't remember
14 A No.	14 the details and I don't know how serious it was.
15 Q Did you ever get a paycheck drawn from a PGR	3:31 PM15 Q Are you and Richard Wilbur friends?
16 account?	16 A At one time we were, but, no, not anymore.
17 A No.	17 Q Look at the first e-mail on PGR 00805 of
18 Q Have you ever been on mission ride in Kansas?	18 Respondent's Exhibit 9. You'll see a signature line,
19 A Yes.	19 Richard Wilbur, Indy Harley, Indiana PGR, Incorporated,
20 Q Were there American Legion Riders there?	3:31 PM20 state captain. Next line says "We Stand For Those Who
21 A Yes.	21 Stand For Us" trademark. Are you aware that that
22 Q Did you wear the PGR logo?	22 phrase has been trademarked?
23 A Yes.	23 A No, I've never seen that phrase before.
24 Q Were you ever approached by an American Legion	24 Q Go to Respondent's Exhibit 10. It's a one-page
25 rider and asked about ownership of the logo?	3:32 PM25 document. This invoice says, "If mailing, please

1 include a copy of this invoice with payment." At the
 2 time that this invoice went out on 3-18-2006, would you
 3 ship merchandise to individuals before they would send
 4 payment for merchandise?
 5 A I still do.
 6 Q How much did it cost to ship this order?
 7 A Oh, I don't know. I don't remember.
 8 Q Why is there not a line down here that says
 9 shipping under the total?
 10 A I paid for shipping.
 11 Q Do you use your personal funds to pay for
 12 shipping?
 13 A Yes.
 14 Q Were you ever reimbursed for that?
 15 A No.
 16 Q Where would you deposit payment once you received
 17 it?
 18 A In the bank.
 19 Q Go to Respondent's Exhibit 11. I still don't see
 20 a line item for shipping costs.
 21 A No. This is actually a hand invoice that is only
 22 used if someone can't or, for some reason, doesn't want
 23 to order online. They will either call me or send me
 24 an e-mail, and that's when this invoice is used, but I
 25 pay the shipping on those items.

3:37PM A NO. 3:40PM
 2 Q Do you recall if anyone on the board of directors
 3 at the time, March 16, 2006, contributed any input to
 4 help write this resolution?
 5 A No. 3:41PM
 6 Q Is it your understanding that this resolution was
 7 written by some congress people from Kansas?
 8 A Yes.
 9 Q Tell me a little bit about the Kansas group.
 10 A The Kansas group, there were, if I remember 3:41PM
 11 correctly, five of them from Mulvane, Kansas, and I
 12 actually made them the first Kansas state captains.
 13 And when the PGR started growing so rapidly that it was
 14 no longer a pipe dream, that's when they decided that
 15 they wanted to be the Patriot Guard Riders and it ended 3:41PM
 16 up I had to get rid of the five of them as state
 17 captains. But they since, if I understand correctly,
 18 split and one of them is now head of another ALR
 19 chapter or something.
 20 Q Do you understand this resolution to be a 3:42PM
 21 statement of the opinions of this group of
 22 representatives?
 23 A Well, my understanding of these, and we've
 24 received numerous of these and they're sincerely --
 3:39PM 25 when I say "we," I still consider myself a PGR member 3:42PM

1 Q Who was the customer for this invoice?
 2 A This is apparently just a blank invoice. I don't
 3 know where it came from. Either that, or it's been
 4 whited out. Apparently, it's been whited out because
 5 there's a date on it.
 6 Q Okay. Were you -- when you used these invoices
 7 that said Twister's, and you paid shipping costs, were
 8 you ever reimbursed for those shipping costs by anyone?
 9 A No.
 10 Q When the invoices changed and the term "Twister's"
 11 started to appear on the invoices, was there any
 12 corresponding change in the vendors that you used?
 13 A No.
 14 Q Was there any corresponding change in the way the
 15 store did business?
 16 A No.
 17 Q Was there any corresponding change in where you
 18 warehoused goods?
 19 A No.
 20 Q Where would you warehouse goods?
 21 A In my spare bedroom and my garage.
 22 Q Have you always warehoused goods there?
 23 A Yeah.
 24 Q Can I get you to look at Respondent's Exhibit 12?
 25 Did you write this resolution?

3:39PM and will until the day I die, regardless of what anyone 3:42PM
 2 else says. We have received many, many of these and
 3 they are appreciated. Normally what happens is it's a
 4 representative wanting to aggrandize themselves to
 5 their constituents by -- you know, it's like this is 3:43PM
 6 National Fudge Day.
 7 Q Is this resolution factually accurate?
 8 A No.
 9 Q Are you still an official member of PGR?
 10 A I don't have any idea. You could ask Mr. Richart 3:43PM
 11 that.
 12 Q Can I get you to look at Respondent's Exhibit 13.
 13 It's the archive store printout dated April 23rd.
 14 2006, and it's the long exhibit. Yeah. If I could get
 15 you to flip to the last page. I believe you testified 3:43PM
 16 earlier that you probably gave some input in the
 17 drafting of those two paragraphs. Was it at the time
 18 your intent that those two paragraphs would convey
 19 ownership of the logo to the organization or the
 20 corporation?
 21 A No.
 22 Q She'd kill me if she knew I was going to ask you
 23 this, but how old is your wife?
 24 A Can we go off the record?
 3:40PM 25 Q If you know, how old is she? 3:44PM

1 IN THE UNITED STATES PATENT & TRADEMARK OFFICE
 2 BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD
 3
 4
 5 JEFF BROWN,)
 6 Opposer and)
 7 Petitioner,)
 8 vs.) Opposition No. 91181448
 9 PATRIOT GUARD RIDERS, INC.,) Serial No. 77/040,379
 10 Applicant and)
 11 Respondant.)

12 -----
13
14 **THE DEPOSITION OF BONNIE PERRY,**

15 produced as a witness on behalf of the Opposer and
 16 Petitioner, in the above-styled and numbered cause,
 17 taken on the 13th day of October 2008, in the City of
 18 Tulsa, County of Tulsa, State of Oklahoma, before me,
 19 Marlene Percefull, Certified Shorthand Reporter, duly
 20 certified under and by virtue of the laws of the State
 21 of Oklahoma.
 22
 23
 24
 25

I N D E X

3	<u>W I T N E S S</u>	<u>P A G E</u>
4		
5	Bonnie Perry	
6	Direct Examination by Ms. Bru	4
7	Cross Examination by Mr. Marr	36
8	Redirect Examination by Ms. Bru	39
9	Cont'd Redirect Exam by Ms. Bru	46
10	Recross Examination by Mr. Marr	104
11	Redirect Examination by Ms. Bru	105
12		
13	Signature Page	107
14	Reporter's Certificate	108

EXHIBITS

16	PETITIONER'S		
17	Number	Identified	Offered
18	1 Notice	7	
19	2 E-mail 1-24-08	34	
20	20 Web page	70	
21	21 E-mail 3-22-08	--	
22	22 E-mail 9-25-07	--	
23	23 PRG Forum 1-4-07	83	
24	24 Messages 1-10-08	--	
25	25 Wescoot2 Posting	--	
26	26 Waldo Posting	--	
27	27 LadyTrog posting	--	
28	28 Serge posting	--	
29	29 PGR Forum 12-10-06	101	
30	30 No Exhibit	None	
31	31 PGR Forum 11-17-06	--	

A P P E A R A N C E S

1
 2
 3 FOR THE OPPOSER: Ms. Courtney L. Bru
 Ms. Rachel Blue
 Attorneys at Law
 320 S. Boston
 Suite 500
 Tulsa, OK 74103
 4
 5
 6
 7 FOR THE APPLICANT: Mr. David J. Marr
 Mr. James A. O'Malley
 Attorneys at Law
 105 W. Adams St.
 36th Floor
 Chicago, IL 60603
 8
 9
 10
 11
 12 ALSO PRESENT: Mr. Jeff Brown
 Mr. Bill Richart
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25

1 (Whereupon, the deposition began 9:19AM
 2 at 9:20 a.m.)
 3 MS. BRU: Do we want to do the normal
 4 stipulations with regard to signing?
 5 MR. MARR: Yes, that's fine. 9:20AM
 6 MS. BRU: Usual stipulations?
 7 MR. MARR: Yes. This deposition is upon
 8 Federal rules and Oklahoma procedure and we agree to
 9 that?
 10 MS. BRU: Yes. 9:20AM
 11 MR. MARR: And stipulations will conform
 12 with that?
 13 MS. BRU: Okay.
 14 BONNIE PERRY,
 15 having first been duly sworn to testify to the truth, 9:20AM
 16 the whole truth and nothing but the truth, testified as
 17 follows:
 18 DIRECT EXAMINATION
 19 BY MS. BRU:
 20 Q All right. Please state your name and spell your 9:20AM
 21 name for the record.
 22 A Bonnie Perry, B-O-N-N-I-E, P-E-R-R-Y.
 23 Q And have you ever gone by any former names?
 24 A Yes, Bonnie Cutler, C-U-T-L-E-R.
 25 Q Give us your address, please. 9:20AM

1 violation, how would the board find out about a
 2 violation?
 3 A We would get a request to speak to the board or an
 4 e-mail or something saying, "Can you all discuss this,
 5 How should we handled this"?
 6 Q Would it come from an administrator or a
 7 moderator?
 8 A Generally it would come from the head moderator.
 9 Q But any individual could make a request to
 10 petition the board or speak to the board?
 11 A No.
 12 Q The slogan Patriot Guard Riders Riding with
 13 Respect, when's the first time you remember hearing
 14 about that slogan?
 15 A When we developed the web site and moved forward
 16 with the company.
 17 Q So that slogan existed in November of 2005?
 18 A Around then.
 19 Q Do you know who came up with that slogan?
 20 A No, I do not.
 21 Q Could you buy PGR merchandise that had that slogan
 22 on it?
 23 A Yes.
 24 Q Could you buy that merchandise in November of
 25 2005?

9:45 AML A Indiana. 9:48 AM
 2 Q Do you know when they came up with that?
 3 A No, I do not.
 4 Q Do you remember when they approached the PGR
 5 organization or the PGR, Incorporated, group about that
 6 slogan? 9:48 AM
 7 A They approached the board of directors in
 8 November 2006.
 9 Q Do you recall when in November of 2006?
 10 A No, I do not recall exactly when. 9:48 AM
 11 Q Beginning of the month or end of the month?
 12 A Kind of mid month probably.
 13 Q Was it before or after Jeff Brown resigned?
 14 A It was after.
 15 Q What were the circumstances there? why did
 16 Indiana approach you with that slogan? 9:49 AM
 17 A Because they thought that we would like that
 18 slogan better for our organization.
 19 Q Did the board ever ask the membership how they
 20 felt about that slogan? 9:49 AM
 21 A I believe they may have asked.
 22 Q Was there a discussion about that slogan on
 23 forums?
 24 A I do not recall.
 25 Q Did Indiana suggest that slogan as a replacement 9:49 AM

1 A I believe the store may have been up by then.
 2 Q And you would be able to buy that merchandise off
 3 of the PatriotGuard.org web page?
 4 A Yes.
 5 MR. MARR: Objection. That last question,
 6 clarification. When you say "off of the PGR web
 7 page," in light of that earlier confusion on that
 8 point.
 9 MS. BRU: which I don't think we cleared
 10 up.
 11 Q Could you obtain merchandise by placing an order
 12 somewhere on the Patriot Guard network web page?
 13 A Yes, I placed the order with the company.
 14 Q Where did the slogan "Patriot Guard Riders
 15 Standing With Those Who Stood for Us" come from?
 16 MR. MARR: Objection. Asked and answered.
 17 Q I'm going to ask the question again.
 18 Where did the slogan, "Patriot Guard
 19 Riders Standing With Those Who Stood For Us" come
 20 from?
 21 A It was a slogan that a state captain and their
 22 state organization had used and offered it to us to
 23 use.
 24 Q Do you remember what state came up with that
 25 slogan?

9:47 AML for the Patriot Guard Riders Riding with Respect 9:49 AM
 2 slogan?
 3 A I do not know if they intended for us to replace
 4 it, they just offered for us to use it.
 5 Q Was it offered to you out of a concern about Jeff
 6 Brown's ownership of any mark, any Patriot Guard mark? 9:49 AM
 7 A No.
 8 Q How often did you talk -- when I say "talk,"
 9 phone, e-mail, any sort of communication, how often did
 10 you talk with Jeff Brown before he resigned? 9:50 AM
 11 A Two or three times a week.
 12 Q Was that all related to the business of the PGR
 13 organization or the incorporation?
 14 A Yes.
 15 Q Did you guys get along? 9:50 AM
 16 A Yes.
 17 Q Did you ever have any discussions with Jeff Brown
 18 about a trademark?
 19 MR. MARR: Objection, vague.
 20 Q Did you ever discuss the PGR trademark issue, the
 21 opposition, with Jeff Brown? 9:51 AM
 22 A No.
 23 Q Did Jeff Brown ever talk to you about wanting to
 24 file a trademark application for the Patriot Guard
 25 Rider mark? 9:51 AM

1 A File it on whose behalf?
 2 Q That wasn't my question. Would you read back me
 3 question?
 4 (Whereupon, the court reporter read
 5 back the previous question.)
 6 MR. MARR: I object to the question as
 7 ambiguous. Filing a trademark application, did Jeff
 8 Brown ever talk with the witness about it. I don't
 9 understand your question. In what respect?
 10 MS. BRU: In any respect. I don't have to
 11 specify here.
 12 Q Did you ever have any conversations with Jeff
 13 Brown about Jeff Brown wanting the file a trademark
 14 application for the mark Patriot Guard Riders?
 15 A No.
 16 Q How about after Jeff filed his trademark
 17 application? You are aware that Jeff Brown has filed a
 18 trademark application claiming ownership to the mark
 19 Patriot Guard Riders?
 20 A Yes, sir.
 21 Q Have you discussed that application with him at
 22 all?
 23 A Not discussed, no.
 24 Q When do you mean "not discussed"?
 25 A I believe we may have traded e-mails at one point,

9:51AM L enthusiast Web site. I owned a Sportster, he owned a 10:14AM
 2 Sportster.
 3 Q When did you two first meet or talk?
 4 A Probably February 2005.
 9:51AM 5 Q And what was it again, what was it called? 10:14AM
 6 A It was called XL.
 7 Q The letters X-L?
 8 A XL forum.
 9 Q And you talked a little bit about purchasing PGR
 10 merchandise from the Web site? 10:15AM
 11 A Yes.
 12 Q And I believe you said, correct me if I'm wrong,
 13 but I believe you said it would take you to another Web
 14 site?
 9:52AM 15 A No. 10:15AM
 16 Q Let's go back. There was a link on the
 17 PatriotGuard.org home page for a store, correct?
 18 A Right.
 19 Q And what would happen when you hit that link?
 9:52AM 20 A It would take you to a page within our Web site. 10:15AM
 21 Q Do you remember the Web address for that page?
 22 A Should be the same as our PatriotGuard.org.
 23 Q Did a link ever take you to a Web page
 24 PatriotGuardstore.org?
 9:53AM 25 A Not that I was ever aware of. 10:15AM

1 just brief e-mails.
 2 Q When was that, do you remember?
 3 A After he had filed, I do not recall a time.
 4 Q would that have been 2006, 2008?
 5 A Maybe 2008, maybe 2007, after I left the board.
 6 Q Have you e-mailed Jeff Brown recently about any
 7 topic?
 8 A No.
 9 Q what's your personal opinion on the trademark
 10 issue? Who do you think owns the mark Patriot Guard
 11 Riders in your own personal opinion?
 12 A Patriot Guard Riders.
 13 Q And why?
 14 A Because it was created for Patriot Guard Riders.
 15 It was created for an organization that was to operate
 16 under that name.
 17 Q what basis do you have for that belief?
 18 A The fact that we started as the Patriot Guard
 19 Riders. We as an organization, the group of us.
 20 Q Let's take a break.
 21 (Following a short recess at 9:54 a.m.,
 22 proceedings continued on the record at 10:13 a.m.)
 23 Q How do you know Jason Wallin? When was the first
 24 time you ever met Jason Wallin?
 25 A I knew him through XL forum. It was a Sportster

9:53AM L MR. MARR: I think that Kurt Mayer would 10:15AM
 2 be better qualified to answer this line of
 3 questioning.
 4 MS. BRU: I'm just asking her about her
 5 purchasing experience. 10:15AM
 6 MR. MARR: That's fine.
 7 MS. BRU: We're all going to talk about
 8 it.
 9 Q Now, you said when you were a national captain at
 10 some point -- I believe the term you used was "elected" 10:16AM
 11 to the board of directors. Describe that process for
 12 me. How did you get onto the board?
 13 A The current board members that were on asked if I
 14 would serve on the board. And when I said yes, they
 15 took a vote and it was approved. 10:16AM
 16 Q Did the membership ever vote to put you on the
 17 board of directors?
 18 A No.
 19 Q who contacted you about becoming a member of the
 20 board of directors? 10:16AM
 21 A Jason and Bill Lines.
 22 Q Is Bill Lines Snap?
 23 A Yes.
 24 Q Does Jason Wallin have a ride name?
 10:14AM 25 A Waldo. 10:17AM

1 Q Specifically worried about the states branching 10:42 AM
 2 off and creating?
 3 A Yes.
 4 Q When were those conversations?
 5 A Various times through the first year. When 10:42 AM
 6 Florida branched off, Minnesota was wanting to use the
 7 name and logo for their web site and for their own
 8 Minnesota Patriot Guard. Some guy wanted to use it on
 9 his web site.
 10 Q So were there conversations with the group about 10:42 AM
 11 the trademark application in 2006?
 12 A I cannot recall specific discussions.
 13 Q Was it before Jeff Brown resigned?
 14 A That we discussed filing for trademark? I don't
 15 remember having specific discussions about us filing. 10:43 AM
 16 It was my understanding that the company's lawyers had
 17 already filed it.
 18 Q Who were the company's lawyers?
 19 A I believe it's King Winters.
 20 Q They were handling the trademark? 10:43 AM
 21 A Yes.
 22 Q Is it Winters King?
 23 A Winters King.
 24 Q Here in town? In Tulsa?
 25 A They were not handling trademarks that I'm aware 10:43 AM

that. Are those things that you spoke with other 10:45 AM
 2 people about before the trademark applications were
 3 filed?
 4 A What things? Can you clarify what you're asking?
 5 Q I think you just said, without reading it back, 10:45 AM
 6 correct me if I'm wrong, I think you just said that you
 7 talked to other people about the mark was for the
 8 Patriot Guard Riders and for use of the Patriot Guard
 9 Riders?
 10 A Mm-hmm. 10:45 AM
 11 Q Were there conversations about that subject before
 12 either Jeff Brown or the PGR, Incorporated, filed a
 13 trademark application or after -- or both?
 14 MR. MARR: I'm sorry. Can we break that
 15 question down, please. 10:45 AM
 16 Q When you were trying to explain to people or
 17 explaining to people, I'm sorry, about use of the mark
 18 and who it was intended for and whether state groups
 19 could use it, did you have those conversations before
 20 Jeff Brown filed his trademark application? 10:46 AM
 21 A Yes.
 22 Q Did you have them before PGR, Incorporated, filed
 23 their trademark application?
 24 A Yes.
 25 Q Did you have them after Jeff Brown filed his 10:46 AM

1 of. I think they were doing the incorporation. 10:43 AM
 2 Q Do you remember a specific attorney at Winters
 3 King?
 4 A Winters.
 5 Q Tom? 10:43 AM
 6 A Tom Winters.
 7 Q Was Jeff involved in the group discussions about
 8 trademark applications?
 9 A Yes.
 10 Q I think you said you wanted to clarify that you 10:44 AM
 11 and Jeff discussed use of the mark?
 12 A (Nods head.)
 13 Q What's your understanding of use of the mark and
 14 how does that, in your understanding, confer ownership
 15 on someone? 10:44 AM
 16 A Basically, the discussions were with other
 17 individuals who were trying to use the name and Jeff
 18 informed them that the name and the logo belongs to the
 19 Patriot Guard Riders, to the organization, and they
 20 can't use it without express permission from Patriot 10:44 AM
 21 Guard Riders. And my understanding from that was that
 22 it all belonged to Patriot Guard Riders, they had the
 23 use of the mark, the name, and not Jeff as an
 24 individual.
 25 Q When you explained that to other others -- strike 10:45 AM

application? 10:46 AM
 2 A No.
 3 Q No?
 4 A Well, I haven't had occasion to have to talk to
 5 anybody about it. Can I clarify? 10:46 AM
 6 Q Sure.
 7 A Early in the beginning in the PGR, we were told
 8 right away that the PGR name and logo had been
 9 trademarked, the incorporation papers had been filed,
 10 and it had been told to many members and to many 10:46 AM
 11 organizations who attempted to use our name or try to
 12 get in with us, that the PGR was incorporated, that the
 13 name and the logo belonged to the Patriot Guard and
 14 that no one could use it. So we -- we continued to
 15 relay that information to people over the next year who 10:46 AM
 16 wanted to use the trademark. We let them know the
 17 company owned it. We got this information from Jeff
 18 personally, he told us that it had been trademarked.
 19 And it was not until Jeff resigned that we found out
 20 that no trademark application had ever been filed. 10:47 AM
 21 Q Okay. Have you ever filed a trademark
 22 application?
 23 A Not personally, no.
 24 Q Have you ever worked with incorporating an
 25 organization? 10:47 AM

1 Q Take a look at Exhibit 20. Would you agree that
 2 those are items that were available for purchase --
 3 A Uh-huh.
 4 Q -- as of September 4, 2006?
 5 A Uh-huh.
 6 Q Were there logo pins available for purchase?
 7 A Yes. I thought there were. That's the logo, yes.
 8 Q Yes, they did exist?
 9 A Uh-huh.
 10 Q What was your position in the organization on
 11 January 10, 2008?
 12 A I was a member of the organization.
 13 Q Would you receive head shed e-mails at that time?
 14 A I may have still as an adviser to the board
 15 perhaps.
 16 Q So you were an adviser? You were on the national
 17 group?
 18 A Yeah, for certain issues.
 19 Q Have you ever seen this "Conflict of Interest and
 20 Ethics Statement" before?
 21 A I believe at some point it may have come through,
 22 yes.
 23 Q "In light of recent events and information being
 24 publicly disclosed, some members have contacted us with
 25 questions concerning statements made by former PGR

6:39PM
6:39PM
6:40PM
6:40PM
6:41PM
6:41PM

improper behavior by board members, so we wanted
 2 something in place.
 3 Q Give me some examples.
 4 A Misappropriating funds from our store,
 5 misappropriating funds from sources.
 6 Q What other sources?
 7 A Perhaps the links where the funds were coming in,
 8 which we just wanted to make sure that we had something
 9 there.
 10 Q You found out about Jeff Brown in November of
 11 2006, correct?
 12 A Right.
 13 Q Can you explain the delay, if this statement was
 14 created in response to Jeff's conduct, why it was not
 15 created until 13 August of 2007?
 16 A No, I cannot.
 17 Q When was Jason Wallin removed from the board?
 18 A I believe probably that may have taken place, I'm
 19 going to guess -- I don't want to guess. I don't
 20 recall exactly when he was removed.
 21 Q While you were on the board in November of 2006,
 22 did the board negotiate with Jeff Brown to try to
 23 settle the trademark issue?
 24 A No.
 25 Q Okay. Did the board ever talk to Jeff about

6:42PM
6:42PM
6:43PM
6:43PM
6:43PM
6:43PM
6:44PM

1 leadership. Some of those questions have focused on
 2 what steps the current board of directors have taken or
 3 will take to prevent current and/or future board
 4 members from engaging in practices or partnerships that
 5 could be deemed as a conflict of interest."
 6 Then it goes on to say that, "This
 7 document was signed by all board of director members
 8 by 13 August '07 and subsequently signed by Randy
 9 'Steam' Stevens upon his appointment to the B-0-D
 10 later that year." Do you know whether a similar
 11 statement existed prior to 13 August 2007?
 12 A No, I do not.
 13 Q Did you sign this statement?
 14 A I think I did, yes.
 15 Q Who is Busch2fan?
 16 A He -- at the time I resigned he was our
 17 communications officer.
 18 Q Who is that? Is Jeff Lockhardt?
 19 A Jeff Lockhardt.
 20 Q Do you recall the board of directors approving
 21 this Conflict of Interest and Ethics Statement?
 22 A Yes.
 23 Q What circumstances gave rise to this Conflict of
 24 Interest and Ethics Statement?
 25 A I believe a few things that we perceived as being

6:41PM
6:41PM
6:42PM
6:42PM
6:42PM

perhaps getting a license for the PGR logo?
 2 A It was related to me by other board members that
 3 they had spoken to him about providing him with a
 4 license for the PGR logo.
 5 Q They were going to give him a license for the PGR
 6 logo?
 7 A Yes.
 8 Q Who told you that?
 9 A That would have been Bill Lines or Ronnie Awtry,
 10 I'm not sure which one, during the conference call.
 11 Q If you will look at this. Have you ever seen that
 12 before?
 13 A No, I haven't.
 14 Q "Sierge, we only have permission to use the PGR
 15 logo on the web site. No permission given for anything
 16 else. Respects, Ed." And it's Wescoot2. So we're
 17 talking about Ed Mueller here. He's also a big fan of
 18 freedom, justice and brotherhood as of November 15,
 19 2006. "Diplomacy, the art of telling someone to go to
 20 hell and they look forward to the trip." What was Ed's
 21 position on the board at this time?
 22 A He was a member of the board of directors.
 23 Q Just a member?
 24 A Uh-huh.
 25 Q Okay. And you were on the board at this time?

6:44PM
6:44PM
6:45PM
6:45PM
6:45PM

1 A Yes.

2 Q Was it your understanding that you had permission
3 to use the PGR list logo on the web site?

4 A Absolutely. It belonged to the organization.

5 Q But if it belonged to the organization, why
6 couldn't the organization not use it for anything else?

7 A I'm not sure why Ed wrote this.

8 Q As a board of directors member, we heard testimony
9 today that they were authorized to speak for the
10 membership on behalf of the board. Would you agree
11 with that?

12 A Not without the rest of the board, no, I would not
13 agree with that.

14 Q Take a look at this one. Do you remember at some
15 point the group decided -- the organization decided to
16 have a design contest for a ride coin?

17 A I think so, yes.

18 Q And my understanding of a ride coin is just like a
19 souvenir, that you participated in an event. And other
20 organizations have ride coins?

21 A Yes.

22 Q There was posted by waldo, Jason wallin waldo, 15
23 November 2006. He was still serving as corporate
24 treasurer at this time. Proposed rules for challenged
25 coin design. "Number 2, forbidden design elements

6:43 PM A Jeff had told us that it was copyrighted for the
6:49 PM 2 organization already. He told many people that.

3 Q Who threatened you with a lawsuit?

4 A Jeff Brown.

6:46 PM 5 Q Did he relay that information to you directly? 6:49 PM

6 A No.

7 Q Did he relay that to the board?

8 A He relayed it to probably members of the board,
9 perhaps Ronnie or Snap or both.

10 Q Bill Lines? 6:49 PM

11 A Bill Lines.

12 Q This LadyTrog, a person named LadyTrog on
13 15-11-2006. Looks like she's Carmen Anderson. And
14 she's referring to the post by waldo that we just
15 talked about. And she asks, "So what is the 6:49 PM

16 copywritten logo." And Jason responds, "The logo that
17 sits in the upper right and left of each page on the
18 site. Anything else is fair game." Again, the board,
19 I guess, was acting under the impression that it had be
20 copywritten? 6:50 PM

21 A No -- well, perhaps at that time we still had --
22 we weren't aware.

23 Q Were you privy to any of the discussions between
24 Jeff Brown and the board in November of 2006 regarding
25 the store? 6:50 PM

1 includes the copy written logo that Jeff Brown drew as
2 we only have permission to use it on the web site but
3 not in marketing material." Was Jason on the board at
4 this time?

5 A Yes.

6 Q Why do you think he had the same understanding as
7 Ed on the same date as permissible use of the logo and
8 impermissible use of the logo?

9 A I don't know why he had that. There were -- there
10 were times -- and during this time we were being
11 threatened with a lawsuit saying that this was going
12 to -- there was going to be a challenge towards the
13 trademark. So at that time both Jason, all of us,
14 decided to -- although we still had the logo, we still
15 used it, we just tried to approach it lightly until we
16 could settle the claims of the lawsuit that were going
17 to be made.

18 Q Where was the lawsuit filed?

19 A There was none. There were threats.

20 Q Other posting from the same date. Looks like it's
21 still about the coin design. Do you know whether or
22 not Jeff Brown ever attempted to copyright the logo?

23 A No, I don't.

24 Q Did PGR, Incorporated, ever attempt to copyright
25 the logo?

6:47 PM A No. That would have been Snap, Bill Lines and
6:50 PM 2 Ronnie Awtry.

3 Q Jeff didn't have negotiations with the entire
4 board about the logo in November of 2006?

6:47 PM 5 A No. 6:50 PM

6 Q This is another forum posting. At the top Ed
7 Mueller, "The logo was approved for the web site, but
8 approval for merchandising was turned down." Do you
9 know whether or not Jeff Brown has offered PGR,
10 Incorporated, that he would allow them to use the logo
11 on the web site but not allow them to use the logo on
12 merchandise? 6:51 PM

13 A I believe that he did make that statement.

14 Q And why was that rejected?

6:48 PM 15 A Because we have the copyright, that we -- it 6:51 PM

16 belonged to the company, that anything that Jeff did
17 for the company creating the design, creating the name,
18 drawing the logo, everything was done on behalf of the
19 company. So when he offered to license it to us, we
20 turned him down because it wasn't his to license, it 6:51 PM

21 was ours.

22 Q In November of 2006, it looks like board members
23 are operating under the assumption that Jeff did own
24 the logo?

6:49 PM 25 A They weren't operating under that assumption, they 6:51 PM

1 were going -- trying to tread lightly in light of the
 2 fact that he was trying to protest the fact that we
 3 were claiming ownership.
 4 Q But the board believed it had ownership?
 5 A Yes, the board believed it had ownership and even
 6 when they wrote this.
 7 Q That is typical board response, to tread lightly?
 8 A Not necessarily board response.
 9 Q Who turned down an approval for merchandising?
 10 A I don't know.
 11 Q If you owned the mark, why would you ever agree to
 12 that?
 13 A We've never agreed to that.
 14 MR. MARR: She's asked and answered that
 15 question.
 16 MS. BRU: As long as she's answering it --
 17 MR. MARR: She did answer it.
 18 MS. BRU: -- I'm okay with that.
 19 Q At the bottom, "The logo which appears on the top
 20 of our web page is owned by Jeff Brown. He has given
 21 us the permission to continue to use it only on our web
 22 site and not for merchandising any product." Again,
 23 why did anyone care what Jeff was going to allow if PGR
 24 owned the mark?
 25 A Jeff was claiming he had already trademarked that

6:51PM the current logo and name on the web site, but would
 2 not grant us the use for any items to be merchandised.
 3 In an attempt to continue to use the current logo, the
 4 BoD negotiated with Jeff that he could continue to run
 6:52PM his store and Jeff agreed that we, PGR, could also open
 6 a store and he would grant us the right to use the
 7 current logo on any merchandise." Do you think that
 8 accurately summarizes the facts?
 9 A Not that I'm aware of the facts, no.
 6:52PM Q Okay. What would be different? 6:55PM
 11 A Well, it was never my understanding that Jeff was
 12 granting us permission to use anything. I understand
 13 he attempted to grant up permission but it was all my
 14 stance and my understanding that he didn't have that
 6:52PM right. 6:55PM
 16 Q Seven, "during further talks to clarify," assuming
 17 it's Jeff's, last position, he made it known that we
 18 could only use the current logo on merchandise which
 19 did not duplicate any item which he sold. The BoD did
 6:52PM not accept those terms and took a chance and filed for 6:55PM
 21 a trademark on the current logo." would you agree with
 22 me that Ed is saying that one through seven happened
 23 before PGR filed its logo?
 24 A I would guess that's what he's meaning, yes.
 6:52PM Q "it was at that time the BoD found out that Jeff 6:55PM

1 and we didn't know, I'm going to guess, that at this
 2 time we were not sure, thus treading lightly.
 3 Q This is after you filed your application for
 4 trademark.
 5 A Well, then I'm not sure.
 6 Q Take a look at this one. It's dated the 10th of
 7 December 2006. And specifically I want to refer you to
 8 Page 3.
 9 MR. MARR: Courtney, where do you see
 10 December 7, 2006?
 11 Q December 10, 2006. Go the Page 3. It's Bates
 12 labeled PGR 001989. Someone is talking to Monica.
 13 Looks like it's Ed Mueller talking to Monica. It was
 14 in December of 2006 after everyone had filed trademark
 15 applications. "Monica, let's put the facts out once
 16 again." And in discussing the facts Ed says, "The
 17 current board asked to see the records of the PGR
 18 store. We were told it was a private business and
 19 those records would not be made available to us. Jeff
 20 asked that we allow the store to remain open until he
 21 sold out of all the product which he currently had in
 22 stock. The BoD agreed to that. The BoD asked Jeff if
 23 we could continue to use the current logo since Jeff
 24 made it very clear up to that point that he had the
 25 logo trademarked. Jeff told the BoD that we could use

6:52PM did not have the logo trademark. Our application beat 6:55PM
 2 his into the trademark office by approximately 700."
 3 which I'll tell you right now is not a fact.
 4 MR. MARR: That 700 is an hour. Is that
 6:53PM what you said? 6:56PM
 6 Q It's an hour, yeah. Would you agree, based on the
 7 posting it looks like Ed Mueller believed that Jeff was
 8 the owner of the logo and that in an effort to beat
 9 Jeff because Jeff hadn't yet filed a trademark, he
 6:54PM directed PGR to file a trademark? 6:57PM
 11 A No. I wouldn't agree to that.
 12 Q Why would you not agree to that?
 13 A Because I believe he was under the same thinking
 14 as I was and that was that we had the -- that if Jeff
 6:54PM filed a trademark, it was done on behalf of the 6:57PM
 16 organization. And once we found out that it wasn't
 17 done, we felt we had the right to go file it because it
 18 was a logo and name that was only used by the
 19 organization and not Jeff as an individual.
 6:54PM Q "The BoD did not accept those terms and took a 6:57PM
 21 chance, filed for the trademark on the current logo."
 22 A If I had to guess, which is only what I would be
 23 doing, I would say he meant to, in case it hadn't been
 24 filed for because we could not find evidence that it
 6:54PM had been, so we took a chance and went ahead and filed. 6:57PM

Page 97	Page 99
<p>1 Q This was stapled. I apologize in advance. In 2 this is a forum posting dated 17 November 2006 Snap67. 3 Is that Bill Lines? 4 A Yes. 5 Q "We realize that there are a lot of questions, and 6 a lot of answers and a lot of rumors floating around 7 concerning the issues that led to Jeff's resignation, 8 and the current status of the PGR as a nonprofit 9 organization. Outlined below are the facts as we 10 understand them." Who do you think he's referring to 11 when he says "we"?</p>	<p>6:58 PML was speaking on behalf of the board of directors? 7:01 P 2 A He put out a statement, yes. 3 Q What has changed since that the PGR now argues 4 that it created and owns the PGR logo? 5 A PGR didn't -- 7:01 P 6 MR. MARR: I object that there's testimony 7 that the PGR never stated it created the logo. 8 MS. BRU: We'll let the transcript show. 9 I'm pretty sure it's there.</p>
<p>12 A I'm guess he's speaking on behalf of the board. 13 Q "Number 1, Jeff created the concept of PGR 14 national and the PGR store. Number 2, Jeff designed 15 the logo on the merchandise that it appears on. Number 16 3, Jeff and his wife are the sole owners of the PGR 17 store. Number 4, the PGR store was placed on the front 18 page of the web site for members to order their PGR 19 items, leaving some members to believe that the store 20 belongs to the PGR. Five, we've been told that 100 21 percent of the proceeds from the PGR store belonged to 22 Jeff. Six, to date Jeff has donated approximately 23 \$67,000 to the PGR. Seven, based on concerns, the 24 board asked Jeff to see the income. Eight, Jeff 25 refused to divulge, it's nobody's business. Nine, Jeff</p>	<p>6:58 PML Q You can answer. 7:02 P 11 A Jeff Brown created the logo and the merchandise 12 but he did so for the PGR as a member of the board of 13 directors of the PGR, and not on behalf of himself. It 14 with all for the PGR. Everything he's done is PGR. 15 Q Do you base that on the fact that he filed his 16 trademark application as an individual? 7:02 P 17 A No. 18 Q What do you base that on? 19 A The fact that I think that he did everything on 20 behalf of the PGR based on his own statements. 7:02 P 21 Q Did he tell people that he was the sole owner of 22 the PGR store? 23 A Not -- 24 MS. BRU: I'm going to just note for the 25 record that Mr. Marr, before Bonnie had a chance to 7:02 P</p>
Page 98	Page 100
<p>1 stated he's made approximately \$30,000 personal 2 profits. Based on the fact Jeff was making profit, the 3 BoD determined it created a conflict of interest and 4 when asked by the board to give the information, Jeff 5 chose to resign. Jeff has offered the PGR the use of 6 the logo and name Patriot Guard Riders to use on our 7 web site only for a period of one year. Jeff has made 8 it very clear that this excludes the PGR from being 9 able to use the logo or name in connection with any 10 merchandising. Fourteen, while transitioning to new 11 leadership, the BoD, through investigation, became 12 aware that Jeff had neither completed the trademarking 13 application for the logo and name, nor the application 14 for national tax exempt status for the PGR 501(c)(3). 15 The board is now working on creating a new logo. From 16 this point forward, the current BoD plans to run the 17 PGR site. Transparency. More open communications." 18 Let's go back. "Transparency with regard to all issues 19 concerning PGR management i.e. financials, PGR store 20 (when one is open)," et cetera, et cetera. Do you 21 understand -- did you understand that those were the 22 facts as of 17 November 2006? 23 A Understand that that's the order of how things 24 occurred, yes. 25 Q And we agree and we already said that Bill Lines</p>	<p>6:58 PML answer, looked at Bonnie and shook his head no 7:02 P 2 before she responded. 3 A I was waiting for an objection if there was one. 4 Not -- what was your question again? 5 Q How did Snap know that Jeff and his wife were the 6 sole owners of the PGR store as of 17 November 2006? 7:03 P 7 A That's when Jeff told us. 8 MR. MARR: Now I'm going on record saying 9 that I was indicating that I was not going to make 10 an object and that she could answer the question. 7:03 P 11 MS. BRU: That's fine. 12 Q Do you disagree with any of these facts? 13 A These are not facts as we know them, these are 14 facts as -- I wouldn't even call these facts. This is 15 a series of events. We were not aware of all the facts 16 until after we were able to fully investigate it and 17 this was within a week of it all going down. 18 Q So you didn't investigate it before you filed an 19 application for PGR? 20 A That is not what I said. 7:03 P 21 Q Did the board investigate into who was using the 22 mark before it filed its application on November 9, 23 2006? 24 A As far as seeing if there was a trademark filed 25 for it? 7:04 P</p>