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

Proceeding	91181448
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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

TRIAL BRIEF OF OPPOSER

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November 21, 2011

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IN THE UNITED STATE PATENT & TRADEMARK OFFICE
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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

TRIAL BRIEF OF OPPOSER

Jeff Brown ("Opposer") submits this Trial Brief in Opposition No. 91181448 (the "Opposition") pursuant to Federal Rule of Civil Procedure 11 and Trademark Rule of Practice 2.128, 37 CFR § 2.128. Opposer supports its Trial Brief with the evidence described herein. Opposer respectfully requests that the Board grant judgment in its favor and against Patriot Guard Riders, Inc. ("Applicant"), thereby denying registration of Application Serial No. 77/040,379.

I. INTRODUCTION

Thousands of brave men and women serving in the United States armed forces have made the ultimate sacrifice in support of this country's many freedoms, including freedom of expression. Members of the Westboro Baptist Church of Topeka, Kansas ("Westboro") have taken advantage of these freedoms to express their own opinions regarding the nation's fall from religious grace. Westboro members have aired these opinions at the funerals of hundreds of fallen soldiers by organizing protests where they have picketed and displayed large, colorful signs bearing statements such as "THANK GOD FOR DEAD SOLDIERS," "GOD HATES YOUR TEARS," "GOD BLEW UP THE TROOPS" and "GOD HATES AMERICA."

As a United States veteran, Opposer, Jeff Brown, was outraged by these protests and the impact on the families and friends of fallen soldiers. This outrage led him to create and organize a group known as the "Patriot Guard Riders" in November of 2005. From the beginning, the purpose of the Patriot Guard Riders was to attend the funerals of fallen soldiers, to show respect, to honor their service and if necessary, to shield family and friends from protests with their bodies, motorcycles and American flags. To this day, members of the Patriot Guard Riders attend funerals to honor those who serve and to peacefully minimize the interruption caused by protesters who attempt to promote an agenda at the expense of the families and friends of fallen service members.

At least as early as November of 2005, Opposer conceived the word mark "Patriot Guard Riders" and created the triangular, folded design that is the subject of Applicant's Application Serial No. 77/040,379. At this time, Opposer began organizing and promoting events to protect the families and friends of fallen service members and designed various goods to sell displaying the mark. Opposer paid production costs for the goods with his personal funds and arranged for their sale online. Opposer paid all shipping costs to distribute the goods. Opposer eventually operated the online store via PGR STORE, LLC, an entity owned and operated by Opposer and his wife, Mrs. Bonnie Brown.

As the organization grew, a small leadership team was implemented to organize and promote rides and Opposer became president of the organization. Although Opposer delegated duties within the organization and granted the organization permission to use the mark he had developed for non-commercial purposes only (to promote the interests of families of deceased military members and veterans), Opposer retained sole control over the mark and its use on the sale of goods and closely monitored use in association with the services. When the organization

incorporated in the state of Oklahoma in February of 2006 ("Patriot Guard Riders, Inc." or "PGR Inc."), Opposer intended that it would continue to have permission to use the mark for noncommercial purposes (i.e., services). Opposer continued to retain sole control over the use of the mark for commercial purposes (i.e., goods).

Shortly after incorporation, Opposer had reason to suspect that Jason Wallin, a fellow member of the Board of Directors, was embezzling money from the organization and/or PGR Inc. Thereupon, Opposer insisted on an investigation. His desire to flush out the problem resulted in dissension and division within the Board of Directors. While Opposer was traveling on PGR. Inc. business, and in an effort to divert suspicion regarding his own activities, Jason Wallin convened a conference call and attempted to convince the Board that Opposer was engaged in "self-dealing" by diverting profits from the sale of merchandise, despite the fact that he and other board members had always been aware that the online store was owned and operated for profit by Opposer. Although an independent audit ultimately cleared Opposer of wrongdoing, the Board recorded a vote of "no confidence" in Opposer, and Opposer resigned from the Board on November 7, 2006, fearing that Wallin, who operated the domain and computer servers, would shut down the website, effectively bringing the organization to an end.

Just days after Opposer's resignation, both parties filed their respective trademark applications. Applicant, PGR Inc., mistakenly believed that if it was first to file the trademark application, it would own the mark. As the evidence shows, Jeff Brown has always been the individual owner of the "Patriot Guard Riders" mark and design logo that is the subject of Application Serial No. 77/040,379. Opposer has maintained quality control of the mark on both goods and services with respect to Applicant as well as third parties. Because Opposer is the true owner of the "Patriot Guard Riders." Opposer requests that the Board grant judgment in its favor

and against Patriot Guard Riders, Inc., thereby denying registration of Application Serial No. 77/040,379.

II. DESCRIPTION OF THE EVIDENCE OF RECORD

The record common to both parties consists of the pleadings, Board Orders, and the application files of Opposer and Applicant.

The record submitted by Opposer consists of: (1) a Notice of Reliance electronically filed with the Trademark Trial and Appeal Board on April 20, 2011, a copy of which was timely served on Applicant, relying on: (a) File Wrapper for United States Trademark Application Serial No. 77/383,586 for PATRIOT GUARD RIDERS filed on January 29, 2008; (b) the deposition of William Harold Richart taken on October 13, 2008; (c) the discovery deposition of Bonnie Perry taken on October 13, 2008; and (d) the discovery deposition of Kurt Mayer taken on October 13, 2008; and (2) trial testimony on behalf of Opposer comprising the testimony of witnesses Jeff Brown and Ronny Awtry, and documentary exhibits introduced with the testimony, electronically filed with the Trademark Trial and Appeal Board on June 20, 2011, and supplemented on July 13, 2011, copies of which were timely served on Applicant. In addition, concurrently herewith, Opposer is submitting Opposer's Motion to Amend Notice of Reliance Pursuant to Rule 2.122(e).

The record submitted by Applicant consists of: (1) a Notice of Reliance electronically filed with the Trademark Trial and Appeal Board on August 8, 2011, with a copy timely served on Opposer, relying on: (a) portions of the discovery deposition of Jeff Brown taken on October 14, 2008; (b) portions of Applicant's First Requests for Admission to the Opposer served on May 7, 2008; (c) portions of Petitioner's Response to Applicant's First Request for Admission served on June 6, 2008; (d) portions of Petitioner's Amended Responses to Certain Requests for

Admissions served on June 10, 2008; (e) portions of Applicant's First Set of Interrogatories to the Opposer served on May 7, 2008; (f) portions of Petitioner's Answer to Applicant's First Set of Interrogatories served on June 6, 2008; (g) portions of Applicant's Second Set of Interrogatories to the Opposer served on July 17, 2008; (h) portions of Opposer's Amended Responses to Applicant's Second Set of Interrogatories served on October 6, 2008; (i) PGR000665–PGR000666; "Patriot Guard History" page printed from www.kspatriotguard.org/history.htm which was printed on April 14, 2008; (j) PGR006945–PGR006948; "Patriot Guard Mission History" page printed from www.kspatriotguard.org/missions.htm which was printed on October 24, 2008, (k) PGR006961–PGR006962; "Patriot Guard" sign-up sheet dated November 2, 2005; (l) PGR000548–PGR000556; on-line article from www.cycleconnections.com, printed on April 14, 2008, published November 1, 2005, and entitled "Veteran Riders: Kansas American Legion Riders"; (m) PGR000635–PGR000640; on-line article from www.warchild.blog-city.com, printed on April 14, 2008, published November 9, 2005, and entitled "Patriots Guard Fallen Heros from Looney Baptists"; (n) PGR000604–PGR000606; on-line article from www.mvleadvocate.com, printed on April 14, 2008, published April 13, 2006, and entitled "Patriot Guard Riders ride at funeral Wednesday"; (o) BROWN010358; e-mail exchanges between Opposer and others dated November 10, 2005; (p) BROWN010369; e-mail exchanges between Opposer and others dated November 10, 2005; (q) BROWN010372; e-mail exchanges between Opposer and others dated November 10-11, 2005; (r) BROWN010373; e-mail exchange between Adam Taylor and Opposer dated November 11, 2005; (s) PGR006265–PGR006266; Forum postings on Applicant's website www.patriotguard.org by Opposer and others dated December 4, 1005; (t) PGR006236; forum posting on Applicant's website www.patriotguard.org by Brad "Knobby" Huntley dated December 21, 2005; (u) BROWN010381–BROWN010382; e-

mail exchanges between Opposer and others dated November 11 and 13, 2005; (v) PGR003201–PGR003228; forum postings on Applicant's website www.patriotguard.org by Opposer and others dated December 21, 2005 to August 30, 2006; (w) PGR006421–PGR006422; forum postings on Applicant's website www.patriotguard.org by Opposer and others dated December 26, 2005-December 28, 2005; (x) BROWN008026; "PGR Store Invoice"; (y) BROWN007774; e-mail exchange between Opposer and Larry (hellraiserusmc@yahoo.com) dated December 7, 2006; (z) BROWN004368–BROWN004371; e-mail exchanges between Opposer and Michael "Mick" French (mcholehog@yahoo.com) dated January 1-12, 2008; (aa) BROWN010162–BROWN 010166; e-mail exchange (and attachment) between Opposer and John Jacobs (mnjjacobs@gmail.com) dated November 17, 2006; (bb) BROWN010268–BROWN010270; e-mail exchange (and attachment) between Opposer and John Jacobs dated January 22, 2007; (cc) BROWN010209; e-mail exchanges between Opposer and John Jacobs (mnjjacobws@gmail.com) dated January 22-23, 2007; (dd) PGR002969–PGR002970; e-mail exchanges between Opposer and others dated August 17, 2007; (ee) PGR002966; e-mail exchange between Opposer and others dated January 4, 2008; (ff) Declaration of Bill Lines (and Exhibits A and B thereto) executed January 16, 2009; (gg) PGR001831–PGR001833; forum posting on Applicant's website www.patriotguard.org by Opposer dated October 6, 2006; (hh) printout from www.merriam-webster.com for the definition of the word "association"; (ii) copy of pertinent pages from *Black's Law Dictionary*, 8th Ed., ©1999 for the definitions of the words "association" and "organization"; (jj) copy of pertinent pages from *Webster's II New College Dictionary*, ©1995 for the definitions of the words "associations" and "organization"; (kk) copy of pertinent pages from *Webster's New Encyclopedic Dictionary*, ©2002 for the definitions of the words "association" and "organization"; (ll) copy of pertinent pages from *Merriam-*

Webster's Collegiate® Dictionary, ©1998 for the definitions of the words "association" and "organization"; (mm) copy of pertinent pages from *Webster's Ninth New Collegiate Dictionary,* ©1991 for the definitions of the words "association" and "organization"; (nn) copy of pertinent pages from *The American Heritage Dictionary*, 2nd College Ed., ©1985 for the definitions of the words "association" and "organization"; (oo) copy of pertinent pages from *Webster's New World™ College Dictionary*, 3d. Ed., ©1997 for the definitions of the words "association" and "organization"; (pp) file Wrapper for United States Trademark Application Serial No. 77041061 for PATRIOT GUARD RIDER filed on November 9, 2006, printed on August 4, 2011, from the Trademark Electronic Search System (TESS) via www.uspto.gov.; (qq) PGR002236–PGR002237; E-mail exchanges between Opposer and others dated May 15, 2006; and (2) trial testimony on behalf of Applicant comprising the testimony of witnesses William Harold Richart, II, taken on August 1, 2011, Jason Duane Wallin taken on August 1, 2011, Kurt Allen Mayer taken on August 2, 2011, and Bonnie Ruth Perry taken on August 2, 2011, and all of which were electronically filed with the Trademark Trial and Appeal Board on November 8, 2011, and copies of which were timely submitted to Opposer.

III. STATEMENT OF THE ISSUES

The mark in Application Serial No. 77/040,379 at issue in this Opposition is confusingly similar to Opposer's mark depicted in Application Serial No.77/041,061. Applicant concedes this issue. The testimony and evidence attached hereto also show that there is no dispute as to conception, adoption and priority of use by the Opposer. Applicant concedes to Opposer's conception and prior use of the confusingly similar marks. The only outstanding disputed issue is whether Opposer maintained exclusive ownership of the subject mark or whether the Opposer's first use inured to the benefit of Applicant. Opposer believes that he is and always has

been the individual owner of the "Patriot Guard Rider(s)" mark and that he licensed the mark to Applicant and its predecessor organization for use only in connection with certain services, namely, promoting the interests of families of deceased military members and veterans, while not allowing use in association with any goods or other services. Applicant claims that it is the owner of the mark and that all use has inured to the benefit of Applicant.

IV. RECITATION OF FACTS

1. Opposer conceived and adopted the "Patriot Guard Rider" word at least as early as November of 2005. (Ex. 2 pp. 6:15-7:23, 46:1-48:21 (including corresponding Exhibit 9); Ex. 4 (Resp. to Interrog. Nos. 3, 8, 24); Ex. 5; Ex. 6. Opposer also conceived and designed the "Patriot Guard Riders" design that is the subject of Application Serial No. 77/040,379 at issue in this Opposition in early November of 2005. Ex. 2: p. 45:3-47:2. The design mark that is the subject of Application Serial No. 77/040,379 was first used in commerce at least as early as November of 2005. Ex. 2 pp. 47:9-49:15 (including corresponding Exhibit 10).

2. Opposer started the Patriot Guard Riders organization in late October or early November 2005 by sending out numerous emails to individuals, motorcycle organizations and clubs to recruit them to events. Ex. 2: pp. 6:19-7:23. Opposer received numerous responses to his emails. Ex. 2 p. 7:15-23. Shortly thereafter, Opposer set up a structure to the Patriot Guard Riders organization and became the president. Ex. 2 p. 9:4-16.

3. On November 9, 2005, Jason Wallin set up the domain name patriotguard.org for Opposer, Jeff Brown, and offered to host the website for Opposer at no cost. Ex. 8 p. 14:6-22; Ex. 4 (Resp. to Interrog. No. 12); Ex. 10.

4. At the time the organization launched the website associated with patriotguard.org, Opposer granted the organization permission to use the mark "Patriot Guard Rider" on the website for noncommercial purposes only, to promote the interests of families of

deceased military members and veterans. Ex. 2: p. 62:11-65:17; Ex. 11 pp. 65:24-70:24; 74:3-6, 120:2-5; and Ex. 4 (Resp. to Interrog. Nos. 10, 25).

5. Opposer's license to the organization for use of the mark in connection with the services never included a grant of license to use of the mark in connection with the production and sale of goods, or for "commercial purposes." Anyone could purchase goods displaying the mark from Opposer via the Internet only. Opposer specifically denied Applicant the right to use the mark for commercial purposes. Ex. 2 pp. 62:11-65:1; p. 116:13-22; Ex. 11 pp. 65:24-66:2; p. 67:6-10, p. 69:18-24; Ex. 3 (Resp. to Req. for Adm. Nos. 11, 17).

6. Opposer and Jason Wallin had discussions wherein Opposer stated that Opposer owned the mark and would retain the right to use the mark for commercial purposes, including selling goods displaying the mark in Opposer's online store. Ex. 2 pp. 62:11-65:2; Ex. 4 (Resp. to Interrog. No. 9); Ex. 3 (Resp. to Req. for Adm. Nos. 11, 17); Ex. 9 pp. 18:6-19:8; p. 21:6-13; 80:9-16; p. 83:5-13).

7. On November 11, 2005, at his own expense, Opposer ordered production of 100 embroidered patches displaying the mark "Patriot Guard Rider." These patches were displayed for sale on the website patriotguard.org along with information regarding method of purchase. Ex. 2 pp. 50:25-52:4 (including corresponding Exhibit 11); Ex. 12 ¶¶ 6-7 including corresponding exhibits; Ex. 4 (Resp. to Interrog. Nos. 14-16); Ex. 13.

8. Additional goods displaying the mark "Patriot Guard Rider" were later designed and ordered into production by Opposer, at his own expense, including metal license plates (first use date of December 9, 2005), ornamental/lapel pins (first use date of December 14, 2005), cloth banners and/or fabric flags (first use date of November 29, 2005), hats and t-shirts (first use date of December 8, 2005) and additional embroidered patches (first use date of December 23,

2005). Ex. 2 pp. 50:25-60:5 (including corresponding Exhibit 11); Ex. 12 ¶ 8 and corresponding exhibit; Ex. 4 (Resp. to Interrog. No. 15); Ex. 5; Ex. 6; Ex. 3.

9. Opposer has produced documentation of orders for goods displaying the "Patriot Guard Rider" mark dated November 28, 2005 (windshield banners), December 5, 2005 (armbands), December 30, 2005 (car flags). Ex. 2 pp. 50:25-60:5 (including corresponding Exhibit 11); Ex. 12, ¶¶ 9-11 including corresponding exhibits; Exs. 14-16.

10. Opposer processed all orders and paid all shipping costs relating to the sale of goods displaying the mark "Patriot Guard Rider." Ex. 2 pp. 50:25-60:5 (including corresponding Exhibit 11); Ex. 12 ¶¶ 6, 11 and corresponding exhibits; Ex. 11 p. 125:10-25; Ex. 4; Ex. 13; Ex. 14.

11. All goods displaying the "Patriot Guard Rider" mark were delivered to and warehoused at Opposer's personal residence, located at 8321 South 8th Street, Broken Arrow, Oklahoma. Ex. 2 p. 50:25-60:5 (including corresponding Exhibit 11); Ex. 12 ¶¶ 6, 11 including corresponding exhibits; Ex. 11 p. 126:10-23; Ex. 13.

12. On or about February 13, 2006, Opposer's wife, Mrs. Bonnie Brown, registered a limited liability company in the State of Oklahoma, PGR STORE, LLC. Ex. 17 ¶ 8; Ex. 12 ¶ 12 including corresponding exhibit; Ex. 18.

13. On February 21, 2006, the Patriot Guard Riders organization was incorporated as a not for profit corporation in the state of Oklahoma under the name "Patriot Guard Riders, Inc." and Jeff Brown was the president. Ex. 12 ¶ 13 and corresponding exhibit; Ex. 17 ¶1; Ex. 19. Opposer paid for the incorporation of the Patriot Guard Riders organization out of his own personal funds. Ex. 2 pp. 12:4-13:18. Opposer expended thousands of dollars in personal funds for PGR Inc. toward a variety of organizational activities without reimbursement. Ex. 2 pp.

19:20-20:20.

14. Opposer intended that the permission granted to the organization to use the mark for noncommercial purposes would transfer to PGR Inc. Ex. 11 pp. 67:6-10, pp. 69:18-70:4.

15. In February 2006, Opposer began working with John Jacobs, an attorney, to register the mark "Patriot Guard Riders" in the United States Patent and Trademark Office. Ex. 2 p. 61:4-15; Ex. 12 ¶ 14 including corresponding exhibit; Ex. 11 p. 18:11-25; Ex. 20; Ex. 24; Ex. 31.

16. Opposer also worked with John Jacobs to grant others a license for the mark "Patriot Guard Riders." Ex. 2 pp. 65:2-67:20 (including corresponding Exhibits 17-20); Ex. 12 ¶ 15 including corresponding exhibit; Ex. 20; Ex. 23.

17. Jacobs advised Opposer to set forth the oral license to PGR Inc. in writing, formalizing the arrangement between the parties. Id.

18. In late 2006, Opposer began to suspect the PGR Treasurer, Jason Wallin, was stealing funds from the PGR. In early November 2006, Jason Wallin organized a conference call with all Board members, except Opposer.. Although the Board knew that Opposer was traveling at the time, and although no Board conference calls were previously made without notice to each Board member, no effort was made to contact Brown. The Board recorded a vote of no confidence in Opposer by a 3-2 margin. Soon after, on November 7, 2006, Brown resigned as President of PGR. Inc., fearing that Wallin, who had set up the domain and computer servers, would shut down the website, effectively bringing an end to the organization. Ex. 11 pp. 120:21-121:7.

19. Jeff Brown believed that an application to register the trademark "Patriot Guard Rider" had been filed on his behalf by attorney John Jacobs months before his resignation in

November 2006, as evidenced by his expression of that belief to others. Ex. 12 ¶¶ 16-17 and corresponding exhibits; Ex. 11 p. 18:11-25; Ex. 21 p. 44:7-23; Ex. 23; Ex. 24. In fact, Opposer's application was not filed until November 9, 2006. Ex. 5.

20. In Application Serial No. 77/041,061, as amended, Opposer claims ownership of the mark "Patriot Guard Rider" in connection with "[a]ssociation services, namely, promoting the interests of families of deceased military members and families of deceased veterans, metal license plates, ornamental pins, cloth banners, fabric flags, hats, short-sleeved or long-sleeved t-shirts, embroidered patches for clothing." Id.

21. Application Serial No. 77/041,061 was filed by Opposer as an "Individual." Id. Opposer never intended to file the application on behalf of PGR. Inc. Id. Ex. 2 p. 62:2-5.

22. A few hours before Application Serial No. 77/041,061 was filed on behalf of Opposer, Jason Wallin filed Application Serial No. 77/040,379 on behalf of PGR. Inc. PGR. Inc. claimed ownership of the mark "Patriot Guard Rider***s*** Riding With Respect," and submitted a drawing consisting of "a yellow field with a blue and white folded American flag and blue text." Ex. 25.

23. Application Serial No. 77/040,379, filed by Wallin, seeks registration of the mark in connection with "[o]rganizing and conducting support groups in the field of combat veterans and their families" and provides a first use date of "[a]t least as early as 11/11/2005," and a first use in commerce date of "[a]t least as early as 06/01/2006." Id.

24. PGR Inc. initially submitted a t-shirt from the Sturgis motorcycle event as the specimen for Application No. 77/040,379. Ex. 26. When that specimen was rejected for failure to show use in connection with the services in the application, PGR. Inc. submitted a photograph of a lapel pin bearing the mark "Patriot Guard ***Rider*** 'Riding With Respect.'" Ex. 26; Ex. 27.

This specimen consists of a photograph of the lapel pin sold by Opposer, in which "Rider" appeared in the singular rather the plural as in the drawing submitted by the Applicant. The "s" from the "Riders" portion of the mark was omitted, and did not match the drawing submitted with the Application. Ex. 28.

25. Jeff Brown filed his Notice of Opposition on December 21, 2007 claiming priority and ownership of the "Patriot Guard Rider" mark. Ex. 29.

26. On January 29, 2008, during the course of this Opposition, PGR Inc. filed Application Serial No. 77/383,586 claiming ownership of the mark "Patriot Guard Riders," without claim to any particular font, style, size or color. Ex. 30. Application No. 77/383,586 claims ownership of the mark "Patriot Guard Riders" in connection with "[o]rganizing and conducting support groups in the field of combat veterans and their families." The Application states a first use date of 11/09/2005 and a first use in commerce date of 11/09/2005. Id.

27. After Opposer's resignation, Opposer negotiated with the PGR Inc. Board of Directors to reduce Opposer's previously granted oral license to writing, to restore Opposer's status as founder emeritus, and to restore the link to Opposer's stores to the organization's website. These efforts were unsuccessful. Ex. 12 ¶ 18 (including corresponding exhibit); Ex. 11 pp. 77:9-78:7; Ex. 22 p. 105:6-14; Ex. 31.

28. During the time after Opposer's resignation, PGR Inc. Board of Directors members made various statements on behalf of the Board indicating that Opposer is the owner of the mark, as follows:

a. "Sierge, we only have permission to use the PGR logo on the Web site. No permission given for anything else. Respects, Ed [Mueller]. Ex. 21 pp. 88:14-25; Ex. 32.

b. "Forbidden design elements include the copy written logo that Jeff Brown drew as we only have permission to use it on the website but not in marketing material." Ex. 21 p. 89:25-90:4; Ex. 33; Ex. 34 p. 122:25-123:23 (including corresponding Ex. 7).

c. "The logo was approved for the Web site, but approval for merchandising was turned down." Ex. 21 p. 92:6-21; Ex. 35.

d. "The logo which appears on the top of our web page is owned by Jeff Brown. He has given us the permission to continue to use it only on our web site, and not for merchandising any product." Ex. 21 pp. 93:19-25; 94: 1-2; Ex. 35.

e. "The BOD did not accept [Opposer's] terms, and took a chance, and filed for a trademark on the current Logo." Ex. 21 p. 94:6-95:24; Ex. 36.

f. "1. Jeff created the concept of PGR National and the PGR Store; 2. Jeff designed the logo and the merchandise it appears on; 3. Jeff and his wife are the sole owners of the 'PGR Store;' . . . 11. Jeff has offered the PGR the use of the logo and the name Patriot Guard Riders for use on our website only, for a period of one year; 12. Jeff has made it very clear that this excludes the PGR from being able to use the logo or name in connection with any merchandising; . . . 17. The BOD is now working on creating a new logo...." Ex. 21 pp. 97:13-25; 98:1-25; 99: 1-2; Ex. 38; Ex. 34 pp. 132:7-133:24 (including corresponding Exhibit 10).

g. "BTW, or by the way, you now own patriotguard.org domain name, and I can host it for you for free." Ex. 2 p. 100:5-14 (including corresponding Exhibit 23).

h. "The permission to use this logo has been granted for use on the website only. For use on business cards I would contact Jeff and ask him about it, as he drew the logo and by his own statements has filed a copyright of the logo personally." Ex. 34 p.

101:11-22 (including corresponding Ex. 4).

i. "[W]e as a board of directors knew that Jeff created the logo, and we were trying to find a solution to keep using the logo or trademark as our identifier. And we knew damn good and well that Jeff had that ability at that time." Ex. 34 p. 197:18-198:2.

36. After resignation from the PGR Inc., Opposer continued to sell merchandise displaying the mark "Patriot Guard Rider." Opposer has continuously sold such merchandise since November of 2005. Ex. 11 p. 7:5-11. PGR Inc. has never objected to Opposer's use of the "Patriot Guard Rider" mark on goods or services, even after Opposer resigned as President of the corporation. Ex. 2 p. 34:3-11; Ex. 39 p 54:16-20. In addition, PGR Inc. has never stated any limitation on Jeff Brown's use of the "Patriot Guard Rider" mark. Ex. 2 p. 34:3-11.

37. Opposer, as an individual, has continuously and adamantly controlled the quality of both goods and services of the "Patriot Guard Rider" mark from its inception. Ex. 2 pp. 34:7-24; 39:25-40:2; 78:5-96:25; Ex. 40 pp. 77:23-79:2.

38. Applicant has not policed the "Patriot Guard Rider" mark nor maintained any kind of consistent quality control. Ex. 34 pp. 209:18-211:16; Ex. 39 p. 55:19-56:3.

39. PGR Inc. does not dispute prior use by Opposer, but maintains that the use of the "Patriot Guard Rider" mark in connection with Jeff Brown, the PGR STORE, LLC or otherwise inures to the benefit of the Applicant. Ex. 17.

V. ARGUMENTS AND AUTHORITIES

Applicant's "Patriot Guard Riders Riding With Respect" mark in Application Serial No. 77/040,379 is confusingly similar to Opposer's "Patriot Guard Rider" mark depicted in Application Serial No. 77/041,061. Applicant concedes this issue. The testimony and evidence attached hereto show that there is also no dispute as to conception or priority of use by Opposer. Instead, the only issue argued by Applicant is that the Opposer's first use inured to the benefit of

Applicant. Opposer conceived, created, adopted, first used, maintained quality control and continues to own the "Patriot Guard Rider" mark as well as all marks confusingly similar thereto. Opposer licensed this mark to Applicant for use only in connection with association services, namely, promoting the interests of families of deceased military members and veterans. Opposer retained ownership rights, has adamantly policed the mark and has continuously used the mark for a variety of goods and services since its inception, all to the exclusion of others. Opposer is clearly the individual owner of the "Patriot Guard Rider" mark.

A. Opposer, Jeff Brown, has standing to pursue this Opposition.

It is undisputed that Opposer conceived the "Patriot Guard Rider" mark, a mark confusingly similar to that of the subject application. In addition, Opposer is the owner of Application Serial No. 77/041,061 filed on November 9, 2006, through which he seeks registration of the "Patriot Guard Rider" mark. Opposer would be damaged by registration of Applicant's mark depicted in Application Serial No. 77/040,379 on the Principal Register, and thus is entitled to oppose the registration. *See* 15 U.S.C. § 1063; 37 C.F.R. §§ 2.101 through 2.107; TBMP §§ 303 *et seq.*

B. Applicant concedes to likelihood of confusion with respect to Applicant's and Opposer's respective trademarks.

In Applicant's Brief in Reply to Opposer's Response to Applicant's Motion to Strike, Applicant concedes that there is a likelihood of confusion between its mark, "Patriot Guard Riders Riding with Respect," identified in United States Trademark Application No. 77/040,379 in connection with the stated services and Opposer's mark "Patriot Guard Rider," identified in United States Trademark Application No. 77/041,061 in connection with the stated goods and services. On page 3 of Applicant's Brief, it states "PGR Concedes That There Is A Likelihood Of Confusion Between Brown's Use Of The Mark In His Application And PGR's Use Of The

Mark In Its Application." In addition, on page 6 of the Board's Order of June 9, 2011, the Board acknowledges Applicant's concession on the issue of likelihood of confusion.

C. Opposer has priority of use of the Patriot Guard Rider trademark.

For inherently distinctive marks (e.g., "Patriot Guard Rider"), ownership is governed by priority of use. In re Trade-Mark Cases, 100 U.S. 82, 94, 1879 WL 16583 (1879). "Undoubtedly, the general rule is that, as between conflicting claimants to the right to use the same mark, priority of appropriation determines the question." United Drug Co. v. Theodore Rectanus Co., 248 U.S. 90, 100 (1918). "Ownership rights in a trademark or service mark can be acquired and maintained through the use of the mark by a controlled licensee even when the first and only use of the mark was made, and is being made, by the licensee. This is because use of a designation as a mark by a qualified licensee inures to the benefit of licensor, who as a result becomes owner of the trademark or service mark rights in the designation." 3 J. Thomas McCarthy, McCarthy on Trademarks & Unfair Competition § 18:46 at 18-102.3 (2011).

Opposer, Jeff Brown, clearly has priority of use to the mark. As the record and facts indicate, Opposer conceived and first used the "Patriot Guard Rider" mark in at least as early as November of 2005, prior to organization of any entity. In fact, PGR Inc. does not dispute conception or use by Opposer, but maintains that all use of the "Patriot Guard Rider" mark inures to the benefit of Applicant. Because Jeff Brown in his individual capacity first conceived and made use of the mark and sold goods in interstate commerce in association with the mark and only later licensed it to the organization for use for non-commercial purposes, Opposer has priority of use.

D. Opposer is and has always been the individual owner of the Patriot Guard Rider trademark.

"Where an individual adopts and uses a mark and later orally licenses its use to a

corporation of which he or she is the president, the individual, not the corporation, is the owner of the mark and the proper party to apply for registration." 2 J. Thomas McCarthy, McCarthy on Trademarks and Unfair Competition § 16:36 at 16-73 (2011). See Monorail Car Wash, Inc. v. McCoy, 178 USPQ 434, 438 (TTAB 1973) (finding that corporate officer owned and used the mark in his individual capacity where he originated the mark, developed the goods, arranged for their manufacture, solicited orders for shipments, personally delivered shipments and caused the trademark application to be filed); In re Briggs, 229 USPQ 76, 77 (TTAB 1986) (finding that corporate officer owned and used the mark in his individual capacity where he adopted and used the mark, granted the corporation an oral license and directed the activities of the organization, thereby ensuring the quality of the services rendered under the mark). Such is clearly the case. The record is clear that Opposer, Jeff Brown, individually created and adopted the "Patriot Guard Rider" mark as well as the design that is the subject of Application Serial No. 77/040,379. Prior to incorporation of the PGR Inc., Opposer organized events, individually designed and sold dozens of goods bearing the mark(s), invested his own personal funds into the store that sold such goods, set up a limited liability company and even set up PGR Inc. out of his own personal funds. Once the organization became incorporated, Opposer orally licensed the mark for services (only) and kept strict quality control measures in place with respect to use of the mark. As the record indicates, Opposer did not license use of the mark for commercial purposes.

It is well settled that an oral trademark license can be either express or implied. Dawn Donut Co. v. Hart's Food Stores, Inc., 267 F.2d 358, 368 (2d Cir. 1959). An implied license-in-fact "arises out of the objective conduct of the parties, which a reasonable man would regard as indicating that an agreement has been reached." Allen-Myland v. Int'l Bus. Machines Corp., 746 F. Supp. 520, 549 (E.D. Pa. 1990). The essential characteristics of an implied license are

"[p]ermission to use the trademarks coupled with the exercise of reasonable control over such use." Villanova Univ. v. Villanova Alumni Educational Foundation, Inc., 123 F. Supp. 2d 293, 307 (E.D. Pa. 2000).

The record evidence unequivocally demonstrates that Opposer extended an oral license to the PGR organization and corporation and both Opposer and the PGR organization/corporation *acted consistently* with this arrangement until after Opposer's resignation from the Board of Directors. Opposer granted the organization an implied-in-fact license to use the mark for noncommercial purposes, and intended that the implied-in-fact license would transfer to PGR Inc. at the time of incorporation. Applicant's objective and subjective conduct indicates that such an agreement had been reached. By personally designing and arranging for the production of goods, by maintaining a position of leadership within the PGR organization and corporation, by closely monitoring use of the mark, by policing infringements and by taking actions for unauthorized use of the mark, Opposer exercised "reasonable control" over the mark.

The members of the Board of Directors of PGR Inc. were well aware that Opposer owned the "Patriot Guard Rider" mark as evidenced by both their words and conduct. From the beginning and until he resigned as President of PGR Inc., all quality measures of PGR Inc. were subject to the approval of trademark owner, Jeff Brown.

In sum, the record is devoid of evidence indicating that Applicant was anything but a licensee of the Opposer. Applicant had no ownership in the mark "Patriot Guard Rider" or any variation thereof. The record contains no sufficient evidence, defined as objective indicia of Opposer's intent, that he acted on behalf of PGR Inc. at the time he designed, ordered and paid for production, or during his distribution of the goods and services contained in his application. The record contains no evidence that Opposer had given Applicant a license to use the mark for

anything beyond the association services. In fact, all evidence clearly establishes that the Applicant knew that Opposer had superior rights in the mark and never intended to give PGR Inc. permission to use the mark on anything other than non-profit association services. In addition, the record has absolutely no evidence that an assignment was made to Applicant at any time. Opposer, as an individual, is clearly the individual owner of the "Patriot Guard Rider" mark.

VI. CONCLUSION

Opposer's and Applicant's respective marks are confusingly similar, Opposer has priority, and Opposer owns the "Patriot Guard Rider" trademark. Applicant consents that its mark depicted in Application Serial No. 77/040,379 is confusingly similar to the mark owned by Opposer. Accordingly, Opposer requests that registration of Application Serial No. 77/040,379 filed by PGR Inc. be denied.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of November, 2011, a true and correct copy of the foregoing TRIAL BRIEF OF OPPOSER was sent via e-mail and first class mail, postage prepaid to:

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Attorney for Opposer

EXHIBIT 1

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

JEFF BROWN,	)	
	)	
Opposer,	)	Opposition No. 91181448
	)	
PATRIOT GUARD RIDER, INC.,	)	
	)	
Applicant.	)	

OPPOSER'S MOTION TO AMEND
NOTICE OF RELIANCE PURSUANT TO RULE 2.122(e)

Pursuant to Rule 2.122(e) of the Trademark Rules of Practice, Opposer, Jeff Brown ("Opposer") hereby moves the Board to allow Opposer to amend his Notice of Reliance and make of record and notify Applicant, Patriot Guard Rider, Inc. ("Applicant") of his reliance on the following:

1. All evidence identified in Opposer's Motion for Summary Judgment and Combined Brief, and all exhibits attached thereto; and

2. The Supplemental Declaration of Courtney Bru in Support of Opposer's Response in Opposition to Applicant's Motion for Summary Judgment and Memorandum (the "Supplemental Declaration"), and all exhibits attached thereto.

In support of this Motion, Opposer states as follows:

SUMMARY

Opposer filed his Motion for Summary Judgment on January 22, 2009, and the Supplemental Declaration on February 26, 2009. More than two years later, on April 20, 2011, Opposer filed his Notice of Reliance, unintentionally omitting all reference to the evidence previously submitted in his Motion for Summary Judgment and Supplemental Declaration and

upon which Opposer relies for proving his case. All facts, issues, and evidence have remained substantially the same since Opposer filed his Motion for Summary Judgment and Supplemental Declaration two years ago and the parties have proceeded under the assumption that each other's arguments and positions have remained the same. Indeed, Opposer did not add any significant evidence to his Notice of Reliance because he continues to support his case with the evidence and information contained in the Motion for Summary Judgment and Supplemental Declaration.

Opposer moves the Board to allow Opposer to amend his Notice of Reliance to include the evidence contained in his Motion for Summary Judgment and Supplemental Declaration. The equitable considerations under *Pioneer Investment Services Company v. Brunswick Associates Ltd. Partnership*, 507 U.S. 390 (1993) favor allowing Opposer to amend his Notice of Reliance as Applicant will not be prejudiced, the proceedings will not be lengthened, and Opposer's inadvertent mistake was made in good faith. In the alternative, Documents Numbered 2 through 8 identified in Applicant's Notice of Reliance should be admitted into evidence in their entirety, as the portions selected by Applicant are misleading and out of context. Additionally, Opposer states that his due process rights will be violated if he is not permitted to present his evidence. Finally, Opposer requests that the Board take judicial notice of the evidence identified in Opposer's Motion for Summary judgment and Supplemental Declaration.

PROPOSITION I: OPPOSER SHOULD BE PERMITTED TO AMEND HIS NOTICE OF RELIANCE BECAUSE HIS MISTAKE IS EXCUSABLE

Pursuant to FRCP 6(b)(1)(B), the Board may extend the time for any "act" if "the party failed to act because of excusable neglect." The Supreme Court in *Pioneer Investment* held:

> [D]elays and omissions caused by negligence and carelessness cannot be deemed to be inexcusable per se. Rather, the determination of whether a party's neglect is excusable is an equitable one which takes into account all relevant circumstances surrounding the party's delay or omission, including the danger of prejudice to the nonmovant, the length of the delay and its potential impact on judicial

> proceedings, the reason for the delay, including whether it was within the reasonable control of the movant, and whether the movant acted in good faith.

Pumpkin Ltd. v. The Seeds Corps, 43 USPQ2d 1582, *4 n. 2 (TTAB 1997). The *Pioneer Investment* analysis favors Opposer's Motion to Amend Notice of Reliance.

First, Applicant will not be prejudiced by Opposer's amended Notice of Reliance. Applicant LEARNED OF Opposer's evidence when Opposer filed his Motion for Summary Judgment and Supplemental Declaration. Since that time, the parties have not engaged in substantive discovery of new evidence and nothing has put Applicant on notice that Opposer did not intend to use the evidence from his Motion for Summary Judgment and Supplemental Declaration in his case in chief. Indeed, if Applicant feels that it is in some way being caught off-guard, Opposer agrees to any reasonable extension of time necessary. Simply put, Applicant has been aware of Opposer's evidence for over two years.

The second factor also favors strongly in allowing Opposer to amend his Notice of Reliance, as there will be no delay or potential impact on the judicial proceedings if the Board grants Opposer's motion. Opposer does not request any extensions, postponements, or other amendments to the judicial proceedings. Opposer only requests that he be allowed to amend his Notice of Reliance so that he may use the available and highly relevant evidence.

Opposer concedes that he had the ability to correctly identify this evidence in his Notice of Reliance, as contemplated by the third factor. Rather than list the evidence, Opposer inadvertently assumed that the previous Motion for Summary Judgment and Supplemental Declaration would suffice for placing the evidence in the record. However, excusable neglect "is not limited strictly to omissions caused by circumstances beyond the control of the movant." *Pioneer Investment*, 507 U.S. at 392. Thus, Opposer's mistake does not preclude just relief.

Finally, the fourth *Pioneer Investment* factor favors the Board granting Opposer's Motion, as Opposer has acted in good faith.

The balance of the factors supports Opposer's motion to amend his Notice of Reliance, as the parties have pursued this action under the assumption that each party intended to use all evidence available to it. This action should not be decided on Opposer's counsel's inadvertent omission, as Opposer will be severely prejudiced without the requested evidence. As such, Opposer requests that the Board grant his Motion.

PROPOSITION II: DOCUMENT NUMBERS 2 THROUGH 8 OF APPLICANT'S NOTICE OF RELIANCE SHOULD BE ADMITTED IN THEIR ENTIRETY BECAUSE THEY ARE OTHERWISE MISLEADING

Pursuant to 37 C.F.R. § 2.120 (j)(5):

> Written disclosures, an answer to an interrogatory, or an admission to a request for admission, may be submitted and made part of the record only by the receiving or inquiring party except that, if fewer than all of the written disclosures, answers to interrogatories, or fewer than all of the admissions, are offered in evidence by the receiving or inquiring party, the disclosing or responding party may introduce under a notice of reliance any other written disclosures, answers to interrogatories, or any other admissions, which should in fairness be considered so as to make not misleading what was offered by the receiving or inquiring party. The notice of reliance filed by the disclosing or responding party must be supported by a written statement explaining why the disclosing or responding party needs to rely upon each of the additional written disclosures or discovery responses listed in the disclosing or responding party's notice, and absent such statement the Board, in its discretion, may refuse to consider the additional written disclosures or responses.

In short, a party's one-sided curating of evidence permits the Board to allow in the remainder of the document. Because Applicant has selectively identified misleading portions of Applicant's First Requests for Admission to the Opposer, Petitioner's Response to Applicant's First Request for Admission, Petitioner's Amended Responses to Certain Requests for Admissions, Applicant's First Set of Interrogatories to the Opposer, Petitioner's Answer to Applicant's First Set of Interrogatories, Applicant's Second Set of Interrogatories to the Opposer, and Opposer's

Amended Responses to Applicant's Second Set of Interrogatories, Opposer requests the Board allow him to introduce the remainder of those documents.

PROPOSITION III: OPPOSER'S DUE PROCESS RIGHTS WILL BE VIOLATED IF HE IS NOT PERMITTED TO USE THE REQUESTED EVIDENCE

Pursuant to the Fifth Amendment's guarantee of procedural due process, no person shall "be deprived of life, liberty, or property, without due process of law." U.S. CONST. amend. V. Opposer faces the loss of his trademark property rights in this action, and is therefore entitled to due process of law. For more than two years now, Opposer has made known the evidence of his trademark. To disallow Opposer to use this evidence to defend his property and livelihood because of a procedural mishap would amount to the sort of travesty that the founding fathers proscribed in our Constitution. This Board should permit Opposer to use the evidence, as required by the Due Process Clause.

PROPOSITION IV: THE BOARD SHOULD TAKE JUDICIAL NOTICE OF THE EXHIBITS IDENTIFIED IN OPPOSER'S MOTION FOR SUMMARY JUDGMENT AND SUPPLEMENTAL DECLARATION

Pursuant to 37 C.F.R. § 2.122(a), the Trademark Trial and Appeal Board follows the Federal Rules of Evidence. FRE 201 permits the Board to take judicial notice of facts "capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned." FRE 201 (b). Opposer's Motion for Summary Judgment and Supplemental Declaration and the accompanying exhibits contain admissions by Applicant and its representatives under oath, the veracity of which "cannot reasonably be questioned." Opposer requests the Board take judicial notice of the admissions contained in Opposer's Motion for Summary Judgment and Supplemental Declaration, and the exhibits attached thereto.

CONCLUSION

Opposer requests that the Board permit him to amend the Notice of Reliance to include the evidence identified in his Motion for Summary Judgment and Supplemental Declaration, and the exhibits attached thereto, on the grounds of excusable neglect or procedural due process. Otherwise, Opposer will be severely prejudiced in this Opposition. Alternatively, Opposer requests that the Board admit Document Numbers 2 though 8 identified in Applicant's Notice of Reliance. Finally, Opposer requests that the Board take judicial notice of the evidence identified in his Motion for Summary Judgment and Supplemental Declaration, and the exhibits attached thereto.

Dated this 21st day of **November, 2011.**

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Attorney for Opposer Jeff Brown

CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of November, 2011, a true and correct copy of the foregoing OPPOSER'S MOTION TO AMEND NOTICE OF RELIANCE PURSUANT TO RULE 2.122(e) was sent via e-mail and first class mail, postage prepaid to:

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9170914_1

EXHIBIT 2

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

COPY

JEFF BROWN, Opposer and Petitioner, vs. PATRIOT GUARD RIDERS, INC., Applicant and Respondent,	Opposition. No. 91181448 Serial No. 77/040,379

- -

VOLUME I OF THE TRIAL

DEPOSITION OF JEFF BROWN, produced as a witness on behalf of the Opposer and Petitioner in the above styled and numbered cause, taken on the 6th day of April, 2011, in the City of Tulsa, County of Tulsa, State of Oklahoma, before me, Nichole M. Myers, a Certified Shorthand Reporter, duly certified under and by virtue of the laws of the State of Oklahoma.

1 A P P E A R A N C E S

2

FOR THE OPPOSER
3 AND PETITIONER: Ms. Rachel Blue
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5 Tulsa, OK 74119

6 FOR THE APPLICANT
AND RESPONDENT: Mr. James A. O'Malley
7 Attorney at Law
150 North Michigan Avenue
8 Suite 2700
Chicago, IL 60601

9

10 ALSO PRESENT: Mr. Bill Richart

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1 I N D E X

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3 W I T N E S S P A G E

4 JEFF BROWN, VOL I

5 Direct Examination By Ms. Blue 4

6 Signature Page 127

7 Certificate Page 128

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1 *(Whereupon, the deposition began at*
2 *10:00 a.m.)*
3 **JEFF BROWN,**
4 after having been duly sworn to testify the
5 truth, the whole truth, and nothing but the
6 truth, testified as follows:
7 **DIRECT EXAMINATION**
8 BY MS. BLUE:
9 Q Good morning, Jeff.
10 A Good morning. 10:00AM
11 Q We've talked a little bit about what we're
12 doing here today. This is going to be your
13 testimony in the Opposition Proceeding at the
14 Trademark Trial and Appeal Board; so you
15 understand that the court reporter has just sworn 10:00AM
16 you in. You have an obligation to tell the truth
17 this morning and answer questions fully.
18 We're going to do the same rules that we
19 did before -- that if you need a break, let us
20 know. You need to answer a question before you 10:00AM
21 take a break.
22 If you will answer the questions verbally,
23 that will make it a lot easier on our court
24 reporter. She can't report when you shake your
25 head or shrug your shoulders or say uh-huh or 10:01AM

1 huh-uh; so if you can answer completely, that 10:01AM
2 will -- that will help.
3 A Okay.
4 Q Are you feeling good this morning?
5 A Fine. 10:01AM
6 Q Okay. No medications that we need to be
7 aware of?
8 A No.
9 Q Nothing that would impact your ability
10 to -- 10:01AM
11 A No.
12 Q -- get through the deposition?
13 All right. Would you go ahead and state
14 your full name for the record?
15 A Jeffrey Alan Brown. 10:01AM
16 Q Okay. Do you have any other names that
17 you're known by?
18 A Twister.
19 Q Okay. What is your address?
20 A 8321 South Eighth street, Broken Arrow, 10:01AM
21 Oklahoma 74011.
22 Q Okay. How long have you lived there?
23 A Eleven years.
24 Q Okay. Can you give us just a brief summary
25 of your educational background? 10:02AM

1 A Going how far back? 10:02AM
2 Q Go back to high school. Let's start there.
3 A Graduated from Shawnee High School in 1965.
4 Graduated from the -- what was then Central State
5 University. Now what is it? University of 10:02AM
6 Central Oklahoma?
7 Q Uh-huh.
8 A In 1969 with BS in educationally
9 handicapped and graduated from the University of
10 Denver with a master's in educationally 10:02AM
11 handicapped in '72 I believe.
12 Q And what do you do for a living?
13 A I run the Twister's PGR Store and social
14 security.
15 Q Okay. All right. Well, let's talk about 10:03AM
16 this case. That's why we're here today. Let's
17 start with how you got involved with the PGR or
18 what's now known as the PGR.
19 Can you tell us how your involvement with
20 the organization began? 10:03AM
21 A Well, I started it. It was in November --
22 early November of 2005. There was a funeral for
23 KIA in Edmond, Oklahoma. And I saw it on the
24 news, but there was nothing about what -- where
25 it was going to be, what church, what time, just 10:03AM

1 that the Westboro Baptist Church was going to be 10:04AM
2 protesting there. And I searched on the internet
3 and finally had to go to the Westboro Baptist
4 Church website to find the name of the church and
5 the time of the service. And so I went ahead -- 10:04AM
6 I rode to Edmond and on the ride up there I was
7 just -- I can't even think of the word --
8 disgusted that I had to go to their website to
9 find the information. And on the ride up there
10 it dawned on me that with the internet, if we got 10:04AM
11 the word out to veterans groups and motorcycle
12 groups, there would be a lot more people there to
13 help counter the ugliness of the Westboro Baptist
14 Church.
15 When I came home from that funeral I 10:05AM
16 drafted an e-mail and started sending it out to
17 motorcycle groups and veterans groups and just
18 said I'm starting the Patriot Guard Riders.
19 Here's what we're going to do. Here's why I
20 think it's important. If you're -- if you want 10:05AM
21 to join us, please reply. And it literally --
22 within a matter of a couple hours I had people
23 replying to the e-mail saying count me in.
24 Q Okay. You might have said this in your
25 answer, and perhaps I missed, but when -- when 10:05AM

1 did this take place? What year? 10:05AM
2 A 2005.
3 Q Okay. Were you already a motorcycle
4 enthusiast at that point?
5 A Yes. 10:06AM
6 Q And are you a veteran?
7 A Yes.
8 Q In the room with us today is Mr. Richart,
9 and he's been in the room with us before when
10 we've taken these depositions. 10:06AM
11 Was he involved in the original founding of
12 the organization?
13 A No.
14 Q Okay. What's the purpose or what was the
15 purpose of the Patriot Guard Riders when you 10:06AM
16 started the organization?
17 A To show support for those American heros
18 who have given their life and those who serve our
19 country whether they be veterans or KIAs or
20 whomever. 10:06AM
21 Q To the best of your knowledge has that
22 purpose changed?
23 A I don't think so. I think that's still the
24 main objective for the PGR.
25 Q Now when the PGR was founded did you have a 10:07AM

1 particular position within the organization? 10:07AM
2 A Not when it was founded other than just
3 founding it.
4 Q Okay. Did you at some point attain a
5 particular position within the organization? 10:07AM
6 A When it -- when it literally started taking
7 off and we -- people were e-mailing me saying,
8 yeah, I want to join, I want to join, I realized
9 that I needed to get a structure going. And
10 within just, I don't know, the first, second, 10:08AM
11 third day, right around there, a man by the name
12 of Jason Wallin out of Colorado e-mailed me and
13 said he wanted to join and that he was an IT
14 specialist and he'd build -- build a website for
15 us. And shortly after that we kind of set up a 10:08AM
16 structure, and I was the president. Jason I
17 think at that time was vice-president or
18 secretary. I don't -- I don't remember for sure
19 what his title was.
20 Q Okay. How -- how many members would you 10:08AM
21 say you had in the PGR within the first six
22 months?
23 A I'm going to guess probably about 35,000.
24 Q Okay. And can you tell us a little bit
25 about the growth of the organization? 10:09AM

1 A It went from one to over 70,000 in the 10:09AM
2 first year.
3 Q How did people find out about it?
4 A Through the website, through word of mouth.
5 I continued to send e-mails out for probably -- 10:09AM
6 I'm guessing the first 30 days. Anytime I'd find
7 a new group, I'd send an e-mail out.
8 Q Okay. Now how many states do you think
9 those members were in?
10 A All 50 states. 10:09AM
11 Q Okay. Was there any formal organization of
12 the entity at its inception?
13 A Not really. I mean it was growing so fast
14 that it was just whatever we had to do to get --
15 get the job done. Once we started getting -- 10:10AM
16 once we -- once we realized how big this was
17 getting, then we started putting the word out
18 that we needed leaders in each state. So anyone
19 that would volunteer basically was -- was given a
20 position as a state captain to help organize the 10:10AM
21 missions for that state and organize the
22 membership and that kind of thing.
23 Q Was there any formal legal organization?
24 A Not at that -- no, not at that point.
25 Q Did that ever occur? 10:11AM

1 A Yes. We at some point down the road we 10:11AM
2 started -- started getting questions from members
3 about liability, and we started getting people
4 that wanted to donate money. And so we decided
5 that it was probably a good time that we form a 10:11AM
6 501(c)(3) nonprofit corporation.
7 Q Well, and I want to ask you about that, but
8 first I want to introduce an Exhibit 1.
9 *(Whereupon, a discussion was held off*
10 *the Record.)* 10:12AM
11 Q (Ms. Blue) All right. Jeff, these are --
12 this is a not-for-profit certificate of
13 incorporation. Can you tell me the date on that?
14 It's on the front page.
15 A 21st day of February 2006. 10:12AM
16 Q Okay. Was the organization originally set
17 up as a 501(c)(3), the very first organization of
18 this entity, was it a 501(c)(3)?
19 A The first legal organization?
20 Q Uh-huh. 10:13AM
21 A Yes.
22 Q So did you form the corporation and ask
23 that it be a 501(c)(3) at the inception or was
24 that 501(c)(3) status obtained later?
25 A It -- I don't -- I'm not quite sure how to 10:13AM

1 answer that. 10:13AM
2 Q Let me make it easier on you.
3 A Okay.
4 Q You tell me how the process to incorporate
5 or form the organization was done. 10:13AM
6 A It was all done together. It was set up
7 originally as a 501(c)(3). That was the purpose
8 for incorporating.
9 Q Okay. All right. Were you involved in the
10 process of -- 10:13AM
11 A Yes.
12 Q -- the incorporation?
13 Did you request the assistance of an
14 attorney in doing that?
15 A Yes. 10:14AM
16 Q I'm going to hand you another exhibit.
17 Jeff, I've handed you a communication from a law
18 firm called Winters, King and Associates dated
19 March 13th, 2006.
20 Is this the law firm that you utilized to 10:14AM
21 set up the corporation?
22 A Yes.
23 MR. O'MALLEY: Just like to note that as
24 far as I know we've never seen this document
25 before. 10:14AM

1 MS. BLUE: Okay. Noted. 10:14AM
2 MR. O'MALLEY: And I was presume that it
3 was covered in our discovery requests.
4 MS. BLUE: We can go back and look.
5 Q (Ms. Blue) And then this next one. And, 10:15AM
6 Jeff, this is also something from Winters, King
7 and Associates. Appears to be an invoice.
8 Who paid that invoice?
9 A I did.
10 Q Did you pay it from personal funds? 10:15AM
11 A Yes.
12 MR. O'MALLEY: Same objection to this
13 one.
14 MS. BLUE: Okay.
15 MR. O'MALLEY: Never seen this before. 10:15AM
16 Q (Ms. Blue) Were you reimbursed for those
17 funds?
18 A No.
19 Q You touched on this a minute ago, but why
20 did you decide to organize the PGR as a 10:15AM
21 501(c)(3)?
22 A There was some concerns by members
23 regarding liability if there was an accident or
24 anything of that nature. And as I said, we were
25 getting requests from the public to make 10:16AM

1 donations, and we just felt like a 501(c)(3) was 10:16AM
2 the way to go.
3 Q Who were the original incorporators of the
4 organization?
5 A I think it was -- 10:16AM
6 Q If you recall.
7 A Me, Jason Wallin. And I don't remember
8 whether it was Hugh Knaus or Kurt Mayer. I think
9 it was probably Kurt Mayer.
10 Q Okay. All right. Jeff, who's Jon Tatum? 10:16AM
11 A Jon Tatum was or is I'm assuming still is
12 an accountant.
13 Q Okay. Was he involved in the PGR?
14 A He was -- I hired him as an accountant for
15 the PGR. 10:17AM
16 Q Okay. So he audited the PGR's books and
17 performed any other accounting functions --
18 A Right.
19 Q -- that you needed to have performed?
20 A Right. 10:17AM
21 Q This was previously introduced as
22 Exhibit 22. This is from Bonnie's deposition.
23 If you would, take a look at this e-mail
24 communication. This is an exchange between Ed
25 Mueller and Jon Tatum. And this was produced as 10:17AM

1 part of PGR's document production to us. 10:17AM
2 If you would look at the e-mail -- let's
3 start with Ed's e-mail to Jon, which is kind of
4 at the bottom of the page. It's the beginning of
5 the chain. Ed appears to be asking Jon about how 10:18AM
6 the store was run and whether there was any
7 impact on the Patriot Guard Riders 501(c)(3)
8 status if you were running a store.
9 Can you explain to us what he's talking
10 about here? 10:18AM
11 A What Ed is talking about?
12 Q What Ed is talking about.
13 A Well, if I'm -- my interpretation of what
14 he's asking is is there a liability to the PGR
15 regarding IRS rules and regulations and 10:19AM
16 tax-exempt entity in the fact that I own and run
17 the store.
18 Q Okay. Why would he be concerned about
19 whether you owned or ran the store?
20 A Because Ed Mueller hated my guts, and Ed 10:19AM
21 Mueller wanted to discredit me. He also wanted
22 to take over the store for a friend of his that
23 owned a company called CDM in Chicago.
24 Q All right. Now you said a minute ago that
25 you thought Ed was concerned about the tax-exempt 10:19AM

status and what impact that store might have on it. Look at the top of the page at Jon's answer to him. 10:19AM

What's your interpretation of that response from Jon Tatum? 10:20AM

A Well, Jon is telling him that my store has nothing to do with the PGR or the nonprofit corporation and that it's not an issue.

Q Did you ever receive any kind of opinion that your ownership of the store would jeopardize the PGR's tax-exempt status? 10:20AM

A No.

Q Jon appears to be giving in fact just the opposite opinion, that it had no impact on that tax-exempt status? 10:20AM

A Correct.

MR. O'MALLEY: Rachel, before we move on, can we mark that as Exhibit 4?

MS. BLUE: Just to keep things easier?

MR. O'MALLEY: Just to keep things easier rather than -- 10:20AM

MS. BLUE: Sure. That's fine. I think we have maybe one or two others like that in the stack here because we've introduced them in other depositions. 10:21AM

1 MR. O'MALLEY: That's fine. 10:21AM
2 Q (Ms. Blue) Now there's one other thing
3 that I want to ask you about in this. There's a
4 reference here -- it's down in the bottom in the
5 portion Ed is writing regarding an LLC. 10:21AM
6 What is -- what is that referring to, PGR
7 Store, LLC?
8 A That is the -- I'm assuming referring to my
9 store.
10 Q Okay. Who are the managers or owners of 10:21AM
11 that LLC?
12 A The store is owned by my wife, Bonnie
13 Brown.
14 Q And is Bonnie the manager of that LLC in
15 the way that it's set up -- 10:21AM
16 A Yes.
17 Q -- as a legal entity?
18 When was that LLC organized?
19 A I'm going to guess sometime in 2007. I
20 don't remember for sure. 10:22AM
21 Q Okay.
22 A There was a lot of emphasis put on the fact
23 that my wife owned the store like there was
24 something shady about that and that I was trying
25 to hide something. And there's nothing -- 10:22AM

1 MR. O'MALLEY: Object to -- that's 10:22AM
2 nonresponsive to your question.
3 Q (Ms. Blue) Why do you think there was
4 emphasis put on your wife's ownership of the
5 store? 10:22AM
6 A Well, once again --
7 MR. O'MALLEY: Still objection. He
8 brought that out in his response; so it's
9 nonresponsive to your original question.
10 Q (Ms. Blue) Well, I'm going to ask the next 10:22AM
11 question, which is why -- why was there emphasis
12 put on your wife's ownership of the store?
13 A Once again, there were a handful of people
14 in the PGR that wanted to get me out. And this
15 was a way that they could cast some shadow on 10:23AM
16 what was going on, well, look what he did? He
17 put the store in his wife's name. Well, I put
18 our home in my wife's name. I put virtually
19 everything in my wife's name. And there were tax
20 reasons, plus the fact that I'm 63 years old. 10:23AM
21 I'm going to die before she does. There was
22 nothing nefarious about it?
23 Q Okay. Was the 501(c)(3) in existence when
24 you set up the LLC for the store?
25 A I don't believe so. 10:23AM

1 Q Okay. Well, now we looked a minute ago at 10:23AM
2 the incorporation papers, and it looks like that
3 501(c)(3) was organized in '06. And you think
4 the LLC was organized --
5 A Did I say seven? 10:24AM
6 Q Yeah.
7 A No, I'm sorry, I meant 6. 2006.
8 Q I just wanted to make sure we were clear on
9 that.
10 We were still an officer of the PGR when 10:24AM
11 the 501(c)(3) papers were filed?
12 A Yes.
13 Q Did you ever receive any kind of salary
14 from the PGR either before or after there was
15 some formal structure to that organization? 10:24AM
16 A No.
17 Q Did you ever consider yourself to be an
18 employee?
19 A No.
20 Q Have you ever expended any personal funds 10:24AM
21 for the PGR? You talked a minute ago about the
22 attorney's bill, but did you expend any other
23 personal funds --
24 A Yes.
25 Q -- on behalf of the PGR? 10:24AM

1 A Yes. 10:24AM
2 Q Tell me about that.
3 A Everything from reimbursing leaders for
4 travel and the -- we had an event in Sturgis
5 called the Healing Fields and that was 20-some 10:25AM
6 odd thousand dollars. There were calendars in
7 Indiana that was I want to say 6,000 -- 4,000,
8 6,000. There were flags that I purchased from a
9 fire department in Colorado. And to be honest, I
10 don't recall how many thousands of dollars that 10:25AM
11 was. All totaled there was -- if I'm not
12 mistaken, it came out to about $72,000 of my
13 money that I --
14 Q In a single year or over a period of time?
15 A In one year. 10:25AM
16 Q Okay. Were you reimbursed for those
17 funds --
18 A No.
19 Q -- from the PGR in any way?
20 A No. 10:26AM
21 Q Have you ever made any donations to the PGR
22 aside from these funds that you expended to pay
23 for things?
24 A To -- to different like Help on the
25 Homefront, different soldiers that needed help. 10:26AM

1 Yeah, I mean I -- I have. 10:26AM
2 Q Okay. Has PGR ever rejected any donation
3 from you?
4 A I was told after I resigned -- and I
5 believe it was by Ronny Awtry -- that he had been 10:26AM
6 instructed to tell me that unless I was willing
7 to donate to the PGR general fund without
8 earmarking donations where they were to go that
9 they would not take any more donations from me.
10 Q Are other members given those same kind of 10:27AM
11 restrictions on their donation or do you know?
12 A I have no idea. I can't imagine they
13 would.
14 Q You ever heard of anybody who's been --
15 A No. 10:27AM
16 Q -- required to donate to the general fund
17 instead of a specific cause?
18 A No.
19 Q While you were involved with the PGR as an
20 officer did you allow people to restrict or 10:27AM
21 earmark donations?
22 A No.
23 Q Did anybody ever ask you to do it?
24 A No.
25 Q So you never told anybody they couldn't do 10:27AM

1 it that way? 10:27AM
2 A No.
3 Q You just weren't ever asked?
4 A Are you asking me if -- maybe I'm getting
5 confused. Are you asking me if I was ever asked 10:27AM
6 to restrict someone from donating?
7 Q No. What I'm asking is did anybody ever
8 come to you when you were President of the PGR
9 and say, I would like to donate funds, but I want
10 them to go specifically to Help On The Homefront. 10:28AM
11 A Oh, yeah. Yeah.
12 Q And did you allow them to do that?
13 A Of course.
14 Q So you never told anybody you can't earmark
15 a donation? 10:28AM
16 A No.
17 Q Okay. All right. Let's -- let's turn away
18 from the formal entity structure for a second and
19 tell me if you -- if you know, how the PGR works?
20 Are there state chapters? Are there individual 10:28AM
21 entities within the PGR Inc. Tell me how the
22 whole organization works.
23 MR. O'MALLEY: I'm going to object.
24 What time frame are you asking?
25 Q (Ms. Blue) All right. Let's begin when 10:28AM

1 you were president. 10:28AM
2 A No, there were no individual chapters. It
3 was just one national membership. I don't know
4 how it's set up now.
5 Q Are you still involved with the PGR? 10:29AM
6 A As a member, yes.
7 Q Do you belong to any specific membership?
8 Do you go on -- actually let me stop there.
9 Do you belong to any specific group within
10 the PGR? 10:29AM
11 A Well, Oklahoma has formed a 501(c)(3), and
12 I guess you could say I belong to the Patriot
13 Guard Riders of Oklahoma. But it's -- it's not a
14 chapter to my knowledge; so I'm not quite sure
15 whether that would make me a member of the PGR of 10:29AM
16 Oklahoma or -- or not.
17 Q Do other states have similar 501(c)(3)
18 organizations or do you know?
19 A It's my understanding that some states have
20 established their own 501(c)(3), but I couldn't 10:30AM
21 tell you which ones.
22 Q When you started the PGR was that how you
23 wanted to have it organized where states could
24 individually --
25 A No. I answered before you finished your 10:30AM

1 question. 10:30AM
2 Q That's okay.
3 A I'm assuming you were going to ask are
4 there individual 501(c)(3)s.
5 Q (Ms. Blue) Yes. 10:30AM
6 A No.
7 Q A little telepathy going on today.
8 A Well, she could have said lunch.
9 Q As a member of the PGR, whether of Oklahoma
10 or a national organization right now, how do you 10:31AM
11 communicate with other members?
12 A The main communication is via -- as far as
13 me personally -- is via the Patriot Guard Riders
14 of Oklahoma website. But then there's also
15 e-mail and telephone and face to face. 10:31AM
16 Q Is there a Patriot Guard Riders website
17 other than the specific Oklahoma one?
18 A There's Patriot Guard Riders national
19 website and then several -- I would say the
20 majority of states probably have their own 10:31AM
21 websites as well.
22 Q Do you participate in the national website?
23 A No.
24 Q Why not?
25 A I was -- my access was removed. 10:31AM

1 Q Why was it removed? 10:31AM
2 A You'd have to ask Mr. Richart that
3 question.
4 Q Was your membership ever revoked?
5 A Yes. As I understand it. 10:32AM
6 Q Is your membership in the national
7 organization revoked?
8 A Yes. According to -- I don't know what his
9 real name is -- Sneaky Snake. He informed me
10 that I was not a member of the Patriot Guard 10:32AM
11 Riders National.
12 Q When did he inform you of that?
13 A There was going to be a multi state
14 rally -- I want to say it was in Alabama,
15 somewhere down south. And I think it was in 10:32AM
16 2009, 2008 or nine. May have been '10. I don't
17 remember. And I had been invited by I believe he
18 was a ride captain from somewhere within that
19 area to attend. And I e-mailed him back and
20 said, great, I'd love to. I appreciate the 10:33AM
21 offer.
22 And then I got an e-mail from Sneaky Snake,
23 who as I understand it, was regional captain for
24 that area advising me that the rally was strictly
25 for Patriot Guard Riders members and that I was 10:33AM

1 not considered a member, and he would appreciate 10:33AM
2 it if I would not come.
3 Q Was this the first time you were ever told
4 that you were no longer a member of the PGR?
5 A I think it was understood that I was not 10:33AM
6 considered a member when my access to the website
7 was revoked.
8 Q Understood by whom?
9 A By the leadership. Now whether I was
10 actually told that or not, I don't know. I can't 10:34AM
11 remember.
12 Q Has anyone within the Oklahoma part of the
13 organization ever told you you're not a member?
14 A Absolutely not.
15 Q Have you ever been asked to refrain from 10:34AM
16 attending --
17 A Never.
18 Q -- a rider funeral?
19 A Never.
20 Q Was the request from Sneaky Snake that you 10:34AM
21 not attend the only time you've ever received a
22 request from anybody not to attend an event?
23 A To my knowledge.
24 Q Okay. Have you ever showed up at any other
25 events outside Oklahoma? 10:34AM

1 A Yes. 10:34AM
2 Q Anybody ever said you're not welcome?
3 A Yes.
4 Q And did they give any reason for that?
5 A No. In fact, I was invited by Texas 10:34AM
6 leadership to attend a Gathering Of The Guard
7 down there two or three years ago, which I did,
8 and was welcomed by the vast majority of the
9 members there. And then the state captain, David
10 David, pulled me aside and said that there was a 10:35AM
11 group from, I believe, Houston that objected to
12 my being there. And I said, you know, I don't
13 want to cause a problem. I'd be happy to leave.
14 And he said absolutely not.
15 And, in fact, they honored me with a Texas 10:35AM
16 coin and belt buckle. But it caused some
17 friction and David David was removed as state
18 captain subsequent to that.
19 Q Would you say then that there is some
20 inconsistency within the membership as to whether 10:35AM
21 you have member status or not?
22 A Yeah.
23 Q Do you still go on rides or missions today?
24 A Yes.
25 Q What other involvement do you have with the 10:36AM

1 PGR members here in Oklahoma? 10:36AM
2 A Just personal contact. I'm friends with
3 the majority of the members. I go to every
4 mission that I possibly can.
5 Q Okay. Do you -- do you have regular 10:36AM
6 meetings?
7 A No.
8 Q Do you make any policy decisions together
9 or --
10 A No. 10:36AM
11 Q Okay. Are there any to be made?
12 A Oh, yeah, I'm sure there are. But I -- I
13 don't hold a leadership position in the Oklahoma
14 Patriot Guard Riders if that's what you're
15 asking. 10:37AM
16 Q Okay. All right. Let's kind of go back to
17 the early days of the PGR. And I think you've
18 already testified that you were president of the
19 organization at one point. Tell me how that came
20 about. 10:37AM
21 A Somebody had to be.
22 Q Okay.
23 MR. O'MALLEY: Can I object? Again,
24 time frame. Is this pre-incorporation or
25 post-incorporation? 10:37AM

1 MS. BLUE: This is early days of the PGR 10:37AM
2 when it was founded; so it's pre-incorporation.
3 Q (Ms. Blue) What were your duties in that
4 capacity?
5 A In the early days of the PGR it was more 10:37AM
6 like the old expression of trying to herd cats.
7 We literally were doing things as they needed to
8 be done and addressing issues as they came to the
9 forefront so it was -- there weren't any
10 assigned -- with very few exceptions, for 10:38AM
11 instance, the technical, website, that kind of
12 thing, I knew nothing about so that was Jason
13 Wallin's bailiwick and his responsibility to keep
14 the website up and running and that stuff. But
15 in the early days it was if something needed to 10:38AM
16 be done, you just did it so there weren't any
17 assigned responsibilities.
18 I spent most of my time trying to organize
19 and come up with an organizational plan for this
20 group that was just growing like an atomic 10:38AM
21 mushroom and trying to find people to volunteer
22 to take over certain tasks and become state
23 captains and that kind of thing. Organizational
24 mainly.
25 Q Okay. I take it you're not still president 10:39AM

1 of the PGR? 10:39AM
2 A No.
3 Q When did you resign? Or let me rephrase
4 that. Why are you not still president?
5 A There are probably a lot of reasons. 10:39AM
6 The -- I want to say in 2006 things weren't
7 adding up financially. And Jason Wallin, who at
8 that time was treasurer, he was in charge of the
9 financial dealings for the PGR. He lived in
10 Colorado, and I couldn't get any financial 10:40AM
11 reports from him. I was getting phone calls from
12 people that -- organizations that we owed money
13 to, and they weren't being paid. And Jason
14 wasn't returning calls or e-mails. He wasn't
15 attending telephonic board meetings or com calls; 10:40AM
16 so I knew something was screwy. And that's when
17 I told the Board I wanted to hire an outside
18 accountant, Jon Tatum, to audit the books and
19 find out what was going on.
20 Long story short, Jason figured out that he 10:41AM
21 was about to get caught in some things he
22 shouldn't have been doing. And he and Ed
23 Mueller, who wanted the PGR store, and Bonnie
24 Cutler called a -- or I guess Jason called an
25 emergency Board meeting while I was out of town 10:41AM

1 and called for my resignation. And when I got 10:41AM
2 back home I talked to Ronny Awtry and Snap, who
3 were the only two at that time I trusted in
4 leadership positions, and just said, you know, if
5 I don't have the confidence of the Board, then, 10:42AM
6 Snap, if you'll take over, I'll resign. So it
7 was a resignation by force if you will.
8 Q Is Snap -- who is Snap?
9 A Snap is Bill Lines.
10 Q Okay. Is he still alive? 10:42AM
11 A No, Snap passed away.
12 Q And is Bonnie Cutler also known as Bonnie
13 Perry?
14 A I believe so.
15 Q Okay. When you talk about Jason Wallin and 10:42AM
16 something being fishy about the funds, where did
17 the funds of the PGR come from at that point in
18 time?
19 A There were donations. There were some
20 fundraising projects that Jason had -- he had 10:42AM
21 initiated some of them. There was the Gathering
22 Of The Guard that we had in Claremore. But, for
23 instance, the Healing Fields Project in Sturgis
24 in August of 2006 -- is that right? 2006? 2007?
25 Q I think it's '06, but -- 10:43AM

1 A When did we start? '05? 10:43AM
2 Q Uh-huh.
3 A Yeah, so it would have been '06. There
4 were -- one of the fundraisers for that was we
5 set up a huge field at the Buffalo Chip's 10:43AM
6 campground of flags. And each flag had the name
7 of a soldier that was killed in action since the
8 war -- since the bombing of 9-11. And these
9 flags could be sponsored by individuals for $25.
10 Now Jason approached me about this project and 10:44AM
11 said he had everything all worked out and wanted
12 approval for it. And I said, okay, let's go for
13 it. Out of that $25 we were to pay Healing
14 Fields $15 and $10 was to go to us.
15 Additionally, we had Patriot Guard Riders 10:44AM
16 T-shirts made for that particular event with
17 Sturgis and Mount Rushmore and all that on it.
18 And the proceeds from that were to go into the
19 general fund. And I think those were the only --
20 there was supposed to be a bunch more that never 10:44AM
21 materialized. But I think those were the only
22 two sources of revenue for the PGR at that event.
23 At the Gathering Of The Guard we had the
24 registration fees, and we had T-shirts for the
25 Gathering Of The Guard. And the profits from 10:45AM

1 those were supposed to go into the general fund 10:45AM
2 as well.
3 Q Were you at that point in time in 2006 --
4 2005 through 2006, were you selling merchandise
5 under the Patriot Guard Riders with Patriot Guard 10:45AM
6 Riders on it anywhere?
7 A Yes.
8 Q And when you sold that merchandise what
9 happened to the money?
10 A It went into my bank account. And from 10:45AM
11 there any expenditures that PGR couldn't cover
12 out of the -- the organizational checkbook I
13 covered.
14 Q So those funds came out of your personal --
15 A Yes. 10:46AM
16 Q -- checkbook? In other words, they were
17 donations?
18 A Yes.
19 Q Now after this conference call when you
20 resigned in favor of Snap's leadership what 10:46AM
21 arrangements were made for you to continue
22 selling merchandise?
23 A None.
24 Q Did you continue to sell merchandise?
25 A Yes, absolutely. 10:46AM

1 Q Anybody tell you you had to stop? 10:46AM
2 A No.
3 Q Has anybody from the Patriot Guard Riders
4 organization ever told you you had to stop
5 selling merchandise? 10:46AM
6 A No.
7 Q Were there conditions of any sort placed on
8 your resignation?
9 A Regarding my selling merchandise?
10 Q Regarding anything. 10:47AM
11 A Not that I can recall. Now let me back up
12 just a minute. I placed some conditions if you
13 will. And the main condition was that I would
14 resign only if Snap would agree to take over as
15 president. 10:47AM
16 Q Why did you put that condition on your
17 resignation?
18 A Because I felt very strongly that Snap was
19 a very honorable man and that Snap would do his
20 best to continue the PGR in the direction that -- 10:47AM
21 that I felt like it ought to be going.
22 Q When -- did Snap take on that leadership
23 mantle?
24 A Yes.
25 Q When he did that did he ask you to sell any 10:48AM

1 of your inventory to the PGR? 10:48AM
2 A Not that I recall.
3 Q Did he ask you to destroy any of it?
4 A Not that I recall.
5 Q Are you aware of any kind of criteria that 10:48AM
6 the PGR, Inc. applies to the use of the term
7 Patriot Guard Riders in any form?
8 A I'm not -- I'm not quite sure I understand
9 what you're asking, Rachel.
10 Q Do you know whether the national 10:48AM
11 organization places any restriction on any of its
12 members or --
13 A I have no idea.
14 Q -- or internal organizations?
15 A No, I have no idea. 10:48AM
16 Q Okay. Is there anybody else in your
17 household that's a PGR member?
18 A My wife. Or she was. I don't know whether
19 she still is or not.
20 Q Does she communicate with the PGR on its 10:49AM
21 national website?
22 A No.
23 Q Why not?
24 A Her access has been restricted as well.
25 Q When you say restricted? 10:49AM

1 A Shut off. She cannot go on -- cannot log 10:49AM
2 on to the website.
3 Q Now let's talk about that for a second.
4 When you say you can't log on to the
5 website, who can log on to the website? Do you 10:49AM
6 have to have -- do you have to sign up?
7 A Yeah, you have to -- or I'm assuming it's
8 that way still. You have to join by creating a
9 name and a password and you have to log on.
10 Q Can you look at the forms without doing 10:49AM
11 that?
12 A I think you can look at some stuff. I'm
13 not sure. I know you can go to the home page.
14 I'm not sure where you can go from there. When
15 my access was revoked I was asked not to try and 10:50AM
16 log on under any other name or anything of that
17 nature and so I have honored that request.
18 Q Who asked you not to do that?
19 A I don't remember. I think it was probably
20 Ed Mueller. I'm not sure. 10:50AM
21 Q And how did he communicate that request to
22 you?
23 A It would have been via e-mail.
24 MS. BLUE: Jim, do you know if that
25 e-mail's been produced? 10:50AM

1 MR. O'MALLEY: I don't know. I don't 10:50AM
2 know whether it's been produced on your side as
3 well.
4 Q (Ms. Blue) Jeff, does that e-mail ring any
5 bells to you? This looks like one you forwarded 10:51AM
6 to me.
7 A Uh-huh. Yes.
8 Q Do you know -- it looks like you forwarded
9 it to me in May of 2010. Do you know where you
10 found it or where it came from? 10:51AM
11 MR. O'MALLEY: I'm going to object
12 again. I don't think we've seen this document
13 before.
14 A It was an e-mail that I sent to the
15 Executive Board of the PGR. Prior to this e-mail 10:51AM
16 periodically my web access would be blocked and
17 Neal Heupel was if I'm not mistaken one of the
18 moderators or website administrators or
19 something. But I would contact Neal via e-mail
20 and say, hey, Neal, I can't get on the website 10:52AM
21 again. He'd go on and say, oh, well, your
22 password has been changed. I'll change it back.
23 So this had happened periodically. And
24 this e-mail was in response to an e-mail, or it
25 may have been a phone call, when I couldn't get 10:52AM

1 on and Neal told me that the Board had -- it 10:52AM
2 wasn't an individual. It was the Board had
3 revoked my log in.
4 Q When you say your password had been changed
5 what do you mean? 10:53AM
6 A Well, you have to have a login name or a
7 login and a password. And periodically my
8 understanding from Snap was that it was Ed
9 Mueller would go in because he had --
10 MR. O'MALLEY: Objection. Hearsay. 10:53AM
11 A -- he had access and knew how to do that.
12 He would go in and change my password so that I
13 couldn't get on.
14 Q (Ms. Blue) Do you know what he changed it
15 to? 10:53AM
16 A Well, once he changed it to "I am a thief."
17 And he changed my wife's to "I am a thief too."
18 Q Okay. When you were the president of the
19 organization who handled the day-to-day business
20 for the -- for the PGR? 10:53AM
21 A Well, early on I did. And as we grew and
22 we got more state captains and got some more
23 people to volunteer at the national level we had,
24 you know, other people that did other things.
25 Q Did you have any input into those other 10:54AM

1 things that people -- 10:54AM
2 A Of course.
3 Q -- would do?
4 A Yes.
5 Q Did you direct them? 10:54AM
6 A Most of the time.
7 Q Okay. Would you say you were familiar with
8 the policies and procedures of the PGR in 2005
9 and 2006 --
10 A Yes. 10:54AM
11 Q -- until you were asked to resign?
12 A Uh-huh.
13 Q Did you direct those policies and
14 procedures?
15 A Sometimes. You know, it would depend on 10:54AM
16 what the -- what the task was and who we had that
17 was working on it.
18 Q Were you aware of all the policies and
19 procedures?
20 A I would think I would have been aware of 10:55AM
21 the vast majority of them.
22 Q And was the -- I'm sorry, go ahead. I
23 didn't mean to interrupt you.
24 A No.
25 Q Was the organization being conducted in a 10:55AM

way that you had intended? 10:55AM
A Yes. For the most part. We had hiccups, but --
Q Okay. Jeff, I've just given you Exhibit 6, which is an e-mail exchange between you and John Jacobs. 10:56AM
Who's John Jacobs?
A John Jacobs is or was -- I don't know whether he still is -- a PGR member in Pennsylvania if I'm not mistaken that -- that helped me set up the trademark -- 10:56AM
Q Okay.
A -- stuff.
Q Looks like you are forwarding an e-mail from Snap to John. 10:56AM
A Well, I think it's -- I think that's probably a post -- well, I don't know.
Q Okay. Well, in any event, let's call it a communication from Snap to the PGR that you're forwarding. Is that accurate? 10:57AM
A Yes.
Q Now it looks like -- if you'll go down to number 2, item number 2 in Snap's communication, would you read that to me.
A Jeff Brown has no affiliation with the PGR 10:57AM

1 except as a member. He is being removed as 10:57AM
2 President of the Corporation. He will no longer
3 be our registered agent in Oklahoma. That place
4 will be filled by a law firm.
5 Q Was that your agreement when you stepped 10:57AM
6 down from the presidency of the PGR?
7 A That wasn't even discussed when I stepped
8 down.
9 Q Okay. Is that categorization as being
10 removed -- is it accurate? Was it a removal or a 10:58AM
11 resignation?
12 A It was a combination of both. It was a
13 forced resignation if you will.
14 Q Did you --
15 A I could have contested it. I could have 10:58AM
16 fought it. But very honestly, at that point in
17 time, I was just absolutely exhausted anyway and
18 my feelings were that, one, if I didn't have the
19 confidence of the Board -- you can't lead if no
20 one's going to follow you. The other big problem 10:58AM
21 was Jason Wallin. Jason knew the hammer was
22 getting ready to come down on him for --
23 MR. O'MALLEY: Objection. Nonresponsive
24 to your question.
25 Q (Ms. Blue) All right. Let me ask you 10:59AM

1 another question, Jeff. Why did you feel that 10:59AM
2 you had to resign?
3 A Well, for the reasons I just mentioned.
4 And the fact that Jason Wallin had the only
5 access to the servers and the website. Jason 10:59AM
6 Wallin wanted me out. He wanted me gone.
7 Q Why?
8 A Because he knew I had hired Jon Tatum to
9 audit the books. And as it turned out, Jason
10 Wallin was stealing money. Jason Wallin could 10:59AM
11 have pulled a switch on the server at any time
12 and the PGR would have, poof, disappeared.
13 MR. O'MALLEY: Objection. Speculation.
14 Q (Ms. Blue) If Jason Wallin had pulled the
15 plug on the server, what would have happened? 11:00AM
16 Could you get on the PGR?
17 A No.
18 Q If there was no server --
19 A No.
20 Q -- would the members be able to 11:00AM
21 communicate --
22 A No.
23 Q -- if there were no server?
24 A Not -- they could have e-mailed, but there
25 would have been no PGR website with the missions 11:00AM

1 and all of the updated information. There would 11:00AM
2 have been nothing coming from the PGR other than
3 e-mails if they wanted to send out an e-mail.
4 But it would have literally crippled and
5 eradicated the PGR. 11:00AM
6 Q So one of your reasons then, if I
7 understand you correctly, one of your reasons for
8 resigning at that point was so that Mr. Wallin
9 would not pull the plug on the server I think is
10 how you put it? 11:01AM
11 A Absolutely. And to preserve what I had
12 started. Now if that meant that I was gone from
13 a leadership position, fine.
14 Q Okay. Was it your understanding though
15 when you resigned that you were still going to be 11:01AM
16 considered a member?
17 A Yes.
18 Q And that appears to be what Snap's
19 communication --
20 A Yes. 11:01AM
21 Q -- says as well, that you're a member of
22 the PGR.
23 A Yes.
24 Q Okay. Do you remember at what point in
25 time you were suddenly considered not a member? 11:01AM

1 A I -- it may have been in response to this 11:02AM
2 e-mail that I sent the Board, or this previous
3 one, but I remember getting an e-mail from Bill
4 Richart. And I can't tell you when it was, but
5 it was sometime -- well, it would have been after 11:02AM
6 Snap and after Ed Mueller. And if I -- if I'm
7 not mistaken, it said something to the effect
8 that due to my opposition to the trademark that
9 it was considered to be injurious to the PGR and
10 that I was no longer allowed access to the 11:02AM
11 website. And that's when I pretty well figured
12 that they did not consider me a member. I have
13 never stopped considering myself as a member.
14 Q Okay. Have you ever received any
15 communication that was very direct in saying you 11:03AM
16 are no longer a member of the PGR?
17 A The one from Sneaky Snake is the only one I
18 can think of right offhand that specifically said
19 from -- from anyone in -- well, in the PGR period
20 that I was not a member. 11:03AM
21 Q Do you know if you still have the e-mail
22 from Mr. Richart?
23 A Don't know. I thought it was in the
24 exhibits.
25 MS. BLUE: Jim, do you know if that's 11:03AM

1 been produced? 11:03AM
2 MR. O'MALLEY: I don't know offhand.
3 Q (Ms. Blue) All right. Jeff, I've just
4 handed you 7, Exhibit 7, which is a copy of the
5 trademark application filed on November 9th, 11:05AM
6 2006, at the U.S. Patent and Trademark Office.
7 The serial number on it is 77041061. Go back
8 kind of toward the back of it and you'll see some
9 colored photographs or colored images let's say.
10 One of them is a -- what appears to be a license 11:05AM
11 plate. And I'm sorry, there are no page numbers
12 on this. This is a printout from the PTO.
13 Okay. All right. Go back to that first
14 colored image. It looks like it's a license
15 plate or a tag of some sort. 11:06AM
16 A Yes.
17 Q And describe that image to me.
18 A It has the Patriot Guard Riders logo, which
19 is a folded flag surrounded by the words Patriot
20 Guard Rider. And underneath it says Riding with 11:06AM
21 Respect. The flag is a blue background with
22 white stars. Background on the tag is yellow.
23 And then in blue it says Patriot Guard Riders.
24 And then at the bottom it says
25 WWW.Patriotguard.org. 11:06AM

1 Q Okay. Have you ever seen that -- that 11:07AM
2 image with the folded flag and the Patriot Guard
3 Rider before.
4 A Before when?
5 Q Before today. 11:07AM
6 A Yes.
7 Q Okay. Who created that image?
8 A I did.
9 Q Why did you create that image?
10 A When -- when I came up with the idea for 11:07AM
11 the Patriot Guard Riders -- I mean I've done
12 logos and that kind of stuff for years, and I
13 designed a logo. It just seemed like the next
14 step. So that's the logo I came up with.
15 Q Okay. Jeff, I've just given you Exhibit 8 11:07AM
16 which looks like an e-mail exchange between you
17 and Jason Wallin. If you'll go down to sort of
18 the second entry on that exchange it's from you
19 to Jason on November 10th, 2005. And can you
20 read that into the record for me? 11:08AM
21 A Jason, I already have a logo that I did. I
22 used to be in that business also. I also already
23 have a company working on patches, arm bands and
24 flags. Thank the guys for me. I'm sure we can
25 avail ourselves of their offer down the road. 11:08AM

1 Thank you, Jeff Brown, Twister, Broken Arrow, 11:08AM
2 Oklahoma.
3 Q Why'd you write that e-mail to Jeff -- I
4 mean to Jason?
5 A He had e-mailed me and said that he had 11:09AM
6 some people that would design a logo for us.
7 Q Okay. What were you planning to do with
8 the logo?
9 A I had received e-mails from members asking
10 for a vest patch and so I wanted the logo -- I 11:09AM
11 designed the logo to represent the Patriot Guard
12 Riders, to unify us, to identify us as members.
13 And then also when I started getting e-mails
14 about patches and that kind of thing to put on
15 the patches. 11:09AM
16 Q And did you do all those things? Did you
17 put it on the patches and the --
18 A Yes.
19 Q Okay. When did you start to do that?
20 A I'm going to say probably the first item 11:10AM
21 was a patch, and I'm going to guess it was
22 within -- within the first week.
23 Q Okay.
24 A Of November 8th, 2005.
25 MR. O'MALLEY: I'm sorry, I don't 11:10AM

1 understand within the first week. 11:10AM
2 A Sometime --
3 MR. O'MALLEY: Within a week of
4 November 8th?
5 A Within a week of. I'm sorry. And I'm 11:10AM
6 just -- I'm guessing on that. I don't remember
7 for sure when it was.
8 Q (Ms. Blue) Well, maybe this will help.
9 This is Exhibit 9. Appears to be an e-mail again
10 between you and a number of people in the 11:11AM
11 organization. If you'll look at your
12 November 10th, 2005, e-mail, it indicates that
13 several people had asked about patches, decals,
14 et cetera. And it indicates that you've designed
15 a logo. Is this an accurate -- does this help 11:11AM
16 you remember the time frame that you began to
17 offer these items?
18 A Well, I'm going to say this is
19 November the 10th so that's within a week of
20 November the 8th. And so, yeah, it would have 11:11AM
21 been within that time frame.
22 Q Okay. All right. I'll give you
23 Exhibit 10. Jeff, can you tell us what this is?
24 A It appears to be an invoice from United
25 States Flag Company for 11 by 14 inch bike flags. 11:12AM

1 Q Okay. Do you remember anything about this 11:12AM
2 invoice?
3 A Specifically, no.
4 Q Would this have been for the first flags
5 with the Patriot Guard Rider on them? 11:13AM
6 A Friday, December 30th. Probably --
7 probably the first order.
8 MR. O'MALLEY: Objection. Speculation.
9 Q (Ms. Blue) Okay. Would you have ordered
10 flags in December of 2005 for any other reason? 11:13AM
11 A No.
12 Q The total on this invoice looks like it's
13 $549.31.
14 Who paid that?
15 A I did. 11:13AM
16 Q It looks like maybe you paid it by Visa
17 card on the top of that. Is that accurate?
18 A Yes.
19 Q Okay. Were you reimbursed for that
20 payment? 11:13AM
21 A No.
22 Q Now we heard testimony from Bonnie Perry in
23 October of 2008 that Miss Perry believed that you
24 had paid for merchandise to start the store and
25 were then reimbursed for those payments. 11:14AM

1 A Right. 11:14AM
2 Q Was that testimony accurate?
3 A Absolutely not.
4 Q Okay. Why would Miss Perry have given
5 inaccurate testimony under oath? 11:14AM
6 A I have no idea. I have never received any
7 check from PGR that I can recall for anything,
8 much less for reimbursement for inventory or
9 products. That's just absolutely absurd. And
10 for her to have made that statement, I can't 11:14AM
11 imagine why she would have thought that.
12 Q Are you personally aware of any motive that
13 she would have to make such a statement?
14 A No, I don't know why she would have
15 willingly, knowingly told a lie. 11:15AM
16 MR. O'MALLEY: Okay. Argumentative.
17 Q (Ms. Blue) Let's see. Just a second. I
18 need to see if we've got copies the right way.
19 MS. BLUE: Can we take a little, short
20 break. I need to check on a copy of this. Maybe 11:15AM
21 you-all can have a restroom break.
22 *(Following a short recess at 11:15*
23 *a.m., proceedings continued on the Record at*
24 *11:29 a.m.)*
25 Q (Ms. Blue) Okay. Let's go back on the 11:28AM

1 record. Okay. This is Exhibit 11. This is sort 11:29AM
2 of a big stack here, Jeff, but if you'll take a
3 look at these pages and tell me what they are.
4 A Well, after the cover sheet -- you want me
5 to go through that one. Let's see. The first 11:30AM
6 one is from Promo Peddler. And it's art proof
7 for a PGR arm band that I sent her, and then they
8 created their rendition of it for my approval.
9 Q Okay. What about the next one?
10 A Well, the next one is their artwork. The 11:30AM
11 next one is from American Patch and Emblem and --
12 Q There's a second page from American Patch
13 and Emblem. It says order confirmation on the
14 top.
15 A Right. And that's confirmation for 100 of 11:31AM
16 the three by two Guard Rider vest patches.
17 Q Okay. And then there's another one from
18 American Patch.
19 A That's the artwork for the vest patch.
20 Q Okay. And if we go back to the previous, 11:31AM
21 the order confirmation, it says $154 total on
22 that page.
23 A Yes.
24 Q Was that paid?
25 A Yes. 11:31AM

1 Q By? 11:31AM
2 A Me.
3 Q Were you reimbursed?
4 A No.
5 Q Let's move to the next one, which appears 11:31AM
6 to be an e-mail between you and Trophy Case at
7 Tulsacoxmail.com.
8 A Yes.
9 Q Tell me what that is.
10 A This is artwork for the -- the plaques that 11:31AM
11 we give to the families of KIAs. And this
12 appears to be probably one of the early ones when
13 I contacted them to get pricing. And this is a
14 copy of the artwork that I designed for the
15 plaque to send to them. 11:32AM
16 Q Okay. The next one is Promo Peddler again
17 to you in 2005. Do you know what that is?
18 A Let's see. Oh, she's just telling me that
19 apparently the -- the ink that they used doesn't
20 come in a pure white. It's a silver white. 11:33AM
21 Q All right. Now these next few pages all
22 look like they are invoices from
23 showyourlogo.com.
24 A Okay.
25 Q And I think that's about the next -- boy, I 11:33AM

1 don't know here. I think that's the rest of -- I 11:33AM
2 think almost the rest of this stack here. There
3 are a number of invoices here. The first one's
4 for $2900. One for $197, et cetera.
5 We can go through these one at a time if 11:33AM
6 you like, or if Jim wants us to, but it would
7 appear that they're all invoices, and it would
8 appear that they all went to you.
9 A Yes.
10 Q Did you pay these invoices? 11:34AM
11 A Yes.
12 Q Were you reimbursed for that payment?
13 A No.
14 Q What are these invoices for?
15 MR. O'MALLEY: Can I object just to one 11:34AM
16 point.
17 MS. BLUE: Sure.
18 MR. O'MALLEY: Part of these extend
19 beyond the time that he was on the Board.
20 MS. BLUE: Okay. 11:34AM
21 MR. O'MALLEY: Just want that noted.
22 MS. BLUE: Well, are you objecting or
23 are you asking for clarification?
24 MR. O'MALLEY: Clarification I guess
25 would be more the proper way. 11:34AM

1 Q (Ms. Blue) These invoices begin in 2006. 11:34AM
2 They are in date order. They go all the way to
3 September of 2008. You see it?
4 MR. O'MALLEY: Sorry. Just to interject
5 here. The last invoice I have here shows 11:35AM
6 April 15th, 2008. But it seems to be from a
7 different vendor.
8 MS. BLUE: I need you to get a new copy.
9 That's not what I'm showing.
10 A The last one from Show Your Logo is 11:35AM
11 September 18th, 2008, the last one I have.
12 MR. O'MALLEY: I see that. Then 10321
13 at the bottom?
14 MS. BLUE: Yes.
15 MR. O'MALLEY: Okay. 11:35AM
16 MS. BLUE: Do you have that, Jim?
17 MR. O'MALLEY: Yes.
18 MS. BLUE: Okay. I mean that's -- these
19 are printer separator pages.
20 MR. O'MALLEY: Okay. 11:35AM
21 MS. BLUE: It shouldn't have been in
22 there.
23 MR. O'MALLEY: Yes, I apologize. I
24 thought you said the whole stack.
25 MS. BLUE: No. Okay. 11:35AM

1 MR. O'MALLEY: So I flipped to the back. 11:35AM
2 MS. BLUE: So we're all on the same
3 page.
4 MR. O'MALLEY: We're all on the same
5 page. 11:35AM
6 Q (Ms. Blue) All right. Jeff, what are
7 these invoices for?
8 A For various products, shirts, buttons, ball
9 caps, decals, various products that I used Show
10 Your Logo to create or produce from. 11:36AM
11 Q What was the logo that Show Your Logo put
12 on those items?
13 A The Patriot Guard Riders' logo, the folded
14 flag with Patriot Guard Riders and Riding With
15 Respect. 11:36AM
16 Q And who paid all these invoices?
17 A I did.
18 Q And were you reimbursed for any of those
19 payments?
20 A No. 11:36AM
21 Q And --
22 MS. BLUE: Let me go off the record for
23 just a second.
24 *(Whereupon, a discussion was held off*
25 *the Record.)* 11:37AM

1 Q (Ms. Blue) And I'll just have to share 11:37AM
2 here with Jeff. The next e-mail is from -- or
3 the next invoice appears to be from the Trophy
4 Case 1-12-06. Do you remember anything about
5 this invoice what it was for? 11:38AM
6 A Well, it would have been for plaques that
7 we presented to the families.
8 Q Plaques -- would those plaques have had the
9 Patriot Guard --
10 A Yes. 11:38AM
11 Q -- logo on them?
12 Were you reimbursed?
13 A No.
14 Q Next one is also from the Trophy Case,
15 1-27-06. Do you remember what that was for? 11:38AM
16 A It would have been the same thing.
17 Q Okay. Same question. Did you pay that
18 invoice?
19 A Yes.
20 Q Were you reimbursed? 11:38AM
21 A No.
22 MR. O'MALLEY: May I interrupt just a
23 second. Just something I don't want to forget.
24 On this 10322 there's a Visa and a number and
25 whatnot here. I just want to make sure you're 11:38AM

1 aware of that so that before you -- 11:38AM
2 A Oops.
3 MR. O'MALLEY: -- ever make this
4 document public -- I'm assuming it's yours and
5 you probably don't want that out there. 11:38AM
6 A Well, there's a 75 cent limit on it so --
7 MR. O'MALLEY: I just --
8 MS. BLUE: No, good call, Jim.
9 MR. O'MALLEY: Identity theft and all
10 these things. 11:39AM
11 MS. BLUE: That is a good call. Let's
12 redact that from your copy as well. I think I've
13 actually got some big markers. Let's do that.
14 MR. O'MALLEY: If you've got a marker or
15 something. 11:39AM
16 MS. BLUE: Thank you.
17 Q (Ms. Blue) We'll come back to that and
18 mark that out. Let's go to -- I think we were
19 about to hit the American Flags and Poles
20 invoice. You remember what that was for? 11:40AM
21 A I'm assuming it's three by five foot flags,
22 PGR flags.
23 Q Did you pay this invoice?
24 A Yes.
25 Q Were you reimbursed? 11:40AM

1 A No. 11:40AM
2 Q Let's go to the next page, Friday,
3 December 30th, 2005. This may be a duplicate of
4 the one we discussed earlier, invoice for
5 $549.31. Do you remember what that was? 11:40AM
6 A Not right offhand. If I can --
7 Q I'm sorry, I forgot you didn't have a copy.
8 There you go.
9 A That would have been for 11 by 14 PGR -- 11
10 by 14 inch PGR flags. 11:41AM
11 Q Okay. If we go to what is Bates numbered
12 Brown 10326. Can you tell me what that is, Jeff?
13 A 11 by 14 inch Patriot Guard Rider flags.
14 Q Okay. Invoice is for $554.78. Did you pay
15 that? 11:42AM
16 A Yes.
17 Q Were you reimbursed?
18 A No.
19 Q On Brown 10327 appears to be an invoice
20 again. What's is for? 11:43AM
21 A 11 by 14 Patriot Guard Rider flags.
22 Q And the invoice is dated March 30th, 2006.
23 It's for $1,058.64. Did you pay that invoice?
24 A I did.
25 Q Were you reimbursed? 11:43AM

1 A No. 11:43AM
2 Q Let's go to 10328. Invoice dated
3 April 24th, 2006. What's it for?
4 A 11 by 14 inch Patriot Guard Rider flags.
5 Q $2560. Did you pay that invoice? 11:43AM
6 A I did.
7 Q Were you reimbursed?
8 A No.
9 Q Invoice Brown 10329, dated April 19th,
10 2006. What's it for? 11:43AM
11 A 11 by 14 Patriot Guard Rider flags.
12 Q For $2,604. Did you pay it?
13 A I did.
14 Q Were you reimbursed?
15 A No. 11:44AM
16 MR. O'MALLEY: If they're all the same,
17 we'll stipulate that -- to what he's testifying,
18 that he paid for it and was not reimbursed.
19 MS. BLUE: Okay. All right.
20 MR. O'MALLEY: Rather than going through 11:44AM
21 piecemeal.
22 MS. BLUE: All right. Will you
23 stipulate to the rest of the documents in this
24 stack.
25 MR. O'MALLEY: That's what I'm saying, 11:44AM

1 yeah, if you're going to ask the same question 11:44AM
2 for --
3 MS. BLUE: I am.
4 MR. O'MALLEY: -- each of them.
5 MS. BLUE: I am. All right. 11:44AM
6 Q (Ms. Blue) All right. Do you still use
7 the Patriot Guard logo that we've been talking
8 about here --
9 A Yes.
10 Q -- today? 11:45AM
11 A Yes.
12 Q In what manner do you use it?
13 A For all different products, from patches to
14 pins to shirts to caps.
15 Q Have you ever stopped using that logo on 11:45AM
16 those types of products?
17 A No.
18 Q Has anybody ever asked you to stop using
19 that logo on those types of products?
20 A No. 11:45AM
21 Q Do you know what a trademark is, Jeff? I
22 know you're not a lawyer, but do you understand
23 what a trademark is?
24 A Loosely, yes.
25 Q Okay. Would you consider that Patriot 11:45AM

1 Guard Rider -- we've been calling it a logo -- 11:45AM
2 would you consider that to be a trademark?
3 A Yes.
4 Q Did you ever make any attempt to protect
5 that trademark in any way? 11:45AM
6 A Yes.
7 Q Okay. Can you tell me about that?
8 A Early on -- I'm going to say it was in
9 2006 -- I worked with John Jacobs who is an
10 attorney and PGR member in Pennsylvania. And he 11:46AM
11 said that he would be happy to do the trademark,
12 whatever needed to be done, to protect it for me.
13 Q Did you know what needed to be done to
14 protect it exactly?
15 A No. 11:46AM
16 Q Are you a lawyer?
17 A No.
18 Q What is your understanding of how someone
19 owns a trademark?
20 A My current understanding is that there are 11:46AM
21 certain criteria that have to be met. And one is
22 who created the mark and then who is using the
23 mark in commerce, who is -- I don't know what the
24 right word is other than policing the mark to
25 make sure that it is in fact being used properly. 11:47AM

1 I'm not sure that I know of any other criteria. 11:47AM
2 Q Well, based on those criteria that you just
3 stated, who do you think is the owner of the
4 Patriot Guard Rider trademark?
5 A I am. 11:47AM
6 Q What is your understanding about how
7 someone who is not the owner of a trademark can
8 use it?
9 A Only if they are licensed by the individual
10 that's the owner. 11:48AM
11 Q Okay. Have you ever given anyone any
12 license or permission to use the Patriot Guard
13 Riders' trademark?
14 A Yes.
15 Q Tell me about that. 11:48AM
16 A I have given Patriot Guard Riders
17 organization permission to use it for what I term
18 noncommercial uses, for the organization, on the
19 website, that kind of thing, but not for
20 products. I have given various individuals 11:48AM
21 permission to use it on a personal item not for
22 sale. For instance, I've had members ask me if
23 they can have permission to have a tattoo made or
24 have it painted on their motorcycle or I just
25 recently had a guy ask me if he could use it -- 11:49AM

1 he's a woodworker, and he wants to give out 11:49AM
2 small, wooden plaques in the shape of the state
3 of Oklahoma with the PGR logo on it to give out
4 to PGR members that go to the Gathering Of The
5 Guard in Oklahoma. So those types of things. 11:49AM
6 Q You testified a minute ago that you gave
7 permission to PGR organization to use the mark on
8 what I think you said was for noncommercial
9 purposes.
10 A Yes. 11:49AM
11 Q When you say the PGR organization are you
12 talking about the PGR, Inc., the 501(c)(3)
13 corporation?
14 A Yes, and even before it was a corporation.
15 Q Okay. Did you give that permission in 11:50AM
16 writing?
17 A I don't believe so.
18 Q Okay. Was there an understanding between
19 you and any other members of the PGR organization
20 that you were giving that permission? 11:50AM
21 A Yes.
22 Q Okay.
23 MR. O'MALLEY: Objection. Hearsay.
24 MS. BLUE: Well, we'll get to that in a
25 minute. 11:50AM

1 Q (Ms. Blue) Did you express to anyone in 11:50AM
2 writing or in any conversation that you were
3 giving them permission to use the mark in
4 noncommercial ways?
5 A Yes. 11:50AM
6 Q Do you remember the circumstances of any of
7 those conversations or communications?
8 A Not specifically. I remember early, early
9 on when we were first getting -- getting things
10 going I sent the logo over to Jason Wallin and 11:51AM
11 said, here, let's use this on the website or
12 whatever. But there were -- there were various
13 conversations where people would ask to use the
14 logo or -- I'm trying to think how to -- there
15 were various times that it was expressed by me to 11:51AM
16 PGR members or -- and/or leaders that the logo
17 could be used for the organization for
18 noncommercial purposes.
19 Q Did you ever express that to Jason Wallin
20 specifically? 11:52AM
21 A I'm sure I did. Yes, I know I did.
22 Q Okay. Do you recall when you did that?
23 A No, I can't give you a specific instance.
24 Q Do you remember if it was before you
25 resigned as president? 11:52AM

1 A Yes. 11:52AM
2 Q Jeff, this is an e-mail between you and
3 John Jacobs. And it appears that you are
4 forwarding to John a draft of something you
5 wanted to post on the website. And I assume 11:53AM
6 you're meaning the PGR website. This is dated
7 April 24th, 2006.
8 At that point were you the president of the
9 organization?
10 A Yes. 11:53AM
11 Q And what -- can you -- can you kind of
12 summarize this -- this e-mail for us and what you
13 were trying to do?
14 A I don't remember specifically, but there
15 were instances where people wanted to use the 11:53AM
16 logo, and I want to said to prevent its being
17 used without authorization.
18 Q Okay. In this communication it says, the
19 name, Patriot Guard Riders, our logo, as well as
20 the phrase Riding With Respect, are all 11:54AM
21 trademarked to protect the identity of the
22 organization.
23 Do you recall what you meant when you said
24 are all trademarked?
25 A Well, at -- and I'm -- okay. This was to 11:54AM

1 John Jacobs so we were already in communication 11:54AM
2 regarding. And I assumed that it had been
3 trademarked, that he had completed all of the
4 paperwork necessary to secure the trademark.
5 Q So is it your understanding then that 11:54AM
6 Mr. Jacobs had actually filed -- or you thought
7 that he had filed an application --
8 A Yes.
9 Q -- at the trademark office in Washington?
10 A Well, I -- let me back up. I say yes. I 11:55AM
11 don't know specifically. I thought he had done
12 whatever. I didn't know what needed to be done.
13 But I had given him copies of the products and
14 all of that kind of stuff, whatever he had
15 requested, and I had assumed that everything had 11:55AM
16 been completed.
17 Q Were you already using the logo on goods at
18 this point?
19 A Yes.
20 Q And you were using it on the website at 11:55AM
21 this point?
22 A Yes.
23 Q Had you -- do you know if you had already
24 communicated with Jason or anyone else in the PGR
25 about a grant to use it on the website at that 11:55AM

1 point? 11:56AM
2 A I'm sure I had.
3 Q Okay.
4 A Well, I would have done that when I said,
5 here, use it on the website. 11:56AM
6 Q All right. When you say are all
7 trademarked, at the time you sent this
8 communication to John, were you simply asking him
9 or making the assumption -- I'm sorry, let me
10 correct myself -- making the assumption that he 11:56AM
11 had filed the paperwork?
12 A Yes.
13 Q Okay.
14 A I was asking for his input, was there
15 anything else that I needed to say on this or 11:56AM
16 anything that was inaccurate in what I was
17 saying?
18 Q And were you doing this in order to enforce
19 the trademark?
20 A Yes. 11:56AM
21 Q Okay. Jeff, I've just given you
22 Exhibit 13, which is an e-mail exchange between
23 you and John Jacobs, February 1st of 2007. And
24 kind of time frame, goes back to about
25 January 23rd. It's an e-mail chain. 11:57AM

1 It appears in this discussion that there is 11:57AM
2 also a copyright application that John was
3 helping you with.
4 A No, if I'm not mistaken, I was confusing
5 the term copyright with trademark and didn't know 11:57AM
6 what I was talking about. That's pretty
7 standard.
8 Q All right. On January 23rd of 2007 you
9 write to John and you say, I did some research
10 and found the first invoice for vest patches was 11:58AM
11 written on 11-15, 2005.
12 Why were you giving him that information?
13 Do you know?
14 A I'm sorry, I'm lost.
15 Q Go down to about the bottom third of the 11:58AM
16 page.
17 A Of the first page?
18 Q Yes.
19 A Oh, okay. If I remember correctly, he
20 wanted to know when I was first using the logo 11:58AM
21 commercially.
22 Q Okay.
23 A And the vest patch was the first product
24 that I did.
25 Q Okay. And then it looks like you're 11:58AM

1 communicating further with him as you kind of go 11:58AM
2 up to the top of the page, the February 1st,
3 2006, e-mail gives him some additional
4 information about some other products?
5 A Yes. 11:58AM
6 Q And some dates?
7 A Yes.
8 Q Were those also meant to be first use dates
9 that you were giving him?
10 A For those particular products, yeah. 11:59AM
11 Q Okay.
12 MS. BLUE: All right. Let's just take a
13 quick little -- off the record for a second.
14 *(Whereupon, a discussion was held off*
15 *the Record.)* 11:59AM
16 Q (Ms. Blue) This is 14. Jeff, this looks
17 like an e-mail that perhaps was forwarded to you
18 in January of 2009 from Kerri Hamilton. Who is
19 Kerri Hamilton?
20 A She is a member here in Oklahoma. Goes by 12:01PM
21 the name of BA Critter, or she was a member. She
22 has been expelled if you will from my
23 understanding.
24 Q Why was she forwarding this e-mail to you?
25 A I don't know. I got people that forward 12:01PM

1 e-mails to me all the time if they feel like it's 12:01PM
2 something I need to be aware of.
3 MR. O'MALLEY: I'd like to note that I
4 don't know whether we've seen this document
5 before or not. I know we've seen -- there have 12:01PM
6 been documents produced from Kerri Hamilton.
7 This doesn't have a Brown stamp on it; so I don't
8 know whether we've seen it or not.
9 MS. BLUE: Okay.
10 Q (Ms. Blue) Who is Whirlwind? 12:01PM
11 A That's Bill Richart.
12 Q Okay. What's his position in the
13 organization right now?
14 A He is president.
15 Q Okay. 12:02PM
16 A Or I assume.
17 Q Okay. If you'll look at this e-mail from
18 him, does he act as the spokesperson for the PGR?
19 A Yes.
20 Q If you go down to the very last paragraph 12:02PM
21 on this first page, he says, it is also correct
22 that if we lose this dispute, we'll lose the
23 right to conduct our missions under the name
24 Patriot Guard Riders. There will be no attempts
25 to secure a license from the opposer if he should 12:02PM

1 win. 12:02PM
2 Do you think that that is an accurate
3 characterization of your intention?
4 A Absolutely not.
5 Q What is your position right now with 12:03PM
6 respect to the PGR Inc.'s continued use of
7 Patriot Guard Riders with respect to the
8 organization's activities? I'm talking about the
9 website, the missions, what I think you called
10 earlier noncommercial use. 12:03PM
11 A My -- my attitude towards that is I would
12 never want to see the organization go away. The
13 Patriot Guard Riders is something that I founded.
14 And for anyone to make the statement that I
15 would -- I've heard it said that I would shut the 12:03PM
16 organization down. I mean that's asinine. Why
17 would I do that? It doesn't make sense.
18 Q Are there any circumstances under which you
19 would do it?
20 A Oh, of course. I mean if -- if they 12:04PM
21 started promoting home grown terrorism or, you
22 know, if they became something other than what
23 our mission statement purports us to be. And I
24 don't mean minor things, if they adopt minor
25 changes. But if they become an organization that 12:04PM

1 does not uphold the mission statement, then I 12:04PM
2 would want to see them go do it under another
3 name.
4 Q Okay. Is it your position that they are
5 even now using Patriot Guard Riders with your 12:04PM
6 permission with respect to the association
7 services?
8 A Yes.
9 MR. O'MALLEY: Where are we?
10 MS. BLUE: We are on -- it was 7. It's 12:05PM
11 Jeff's application.
12 Q (Ms. Blue) Jeff, this is your trademark
13 application that we talked about briefly earlier.
14 And if you'll look at, oh, the second through the
15 fifth pages of that, there are some sections of 12:06PM
16 this application that identify the goods and
17 services in this trademark application. I'll go
18 through these a little bit and have you talk
19 about these first use in commerce dates.
20 All right. The first category of goods and 12:06PM
21 services is on the second page of this exhibit,
22 and it identifies some goods in International
23 Class 6 as metal license plates and identifies a
24 first use in commerce date of at least as early
25 as 11-9, 2005. 12:06PM

1 A I'm not finding -- 12:07PM
2 Q Just turn to the second page. I think you
3 skipped a page.
4 A Oh, I'm sorry.
5 Q There you go. 12:07PM
6 A Metal license plates. Okay.
7 Q Are you with me?
8 A Yeah.
9 Q All right. Now you flip back to this
10 colored section of the application at the back, 12:07PM
11 picture of a license plate that we talked about
12 earlier. Is that an accurate categorization? Is
13 this a license plate?
14 A Yes.
15 Q Is that the license plate that you sell 12:07PM
16 with Patriot Guard Rider on it?
17 A Yes.
18 MS. BLUE: And, Jim, if you want to, we
19 can stipulate to the rest of these categories.
20 I'm just going to establish that these specimens 12:07PM
21 are accurate reflections of the goods and
22 services.
23 MR. O'MALLEY: Sure. That's fine.
24 MS. BLUE: You want to stipulate to that
25 and then we'll skip -- skip this section? 12:08PM

1 MR. O'MALLEY: Sure. That's fine. 12:08PM
2 Sounds like it will be intriguing.
3 MS. BLUE: Well, it does.
4 Q (Ms. Blue) But nevertheless, I'm going to
5 represent to you this trademark application 12:08PM
6 identifies goods and services that you provided
7 under the Patriot Guard Rider trademark, and you
8 presented to the Patent and Trademark Office the
9 specimens that show the use of that mark on the
10 goods and services identified in the application. 12:08PM
11 And Mr. O'Malley has just stipulated to that
12 fact.
13 A Yes.
14 Q All right. The last item in these goods
15 and services is a association services. When you 12:08PM
16 filed this trademark application with Mr. Jacobs'
17 help, you filed it as an individual.
18 Do you know if an individual can own a
19 trademark for an association? You can just tell
20 me whether you know or not. 12:09PM
21 A I don't know for a fact, but I would assume
22 so.
23 Q Can an individual form an association?
24 A I would assume so. I mean I did.
25 Q Okay. 12:09PM

1 A Now I don't know what the legal definition 12:09PM
2 of an association is.
3 Q Let's read what you -- what you applied for
4 here. You asked that a trademark be granted for
5 association services, namely promoting the 12:09PM
6 interests of families of deceased military
7 members and families of deceased veterans. It's
8 on the one, two, three -- fourth page of this
9 exhibit. Go down to the bottom of the page where
10 it says International Class 35. 12:10PM
11 A Okay.
12 Q Okay. Is that an accurate description of
13 what you intended the PGR organization to do --
14 A Yes.
15 Q -- when you formed it? 12:10PM
16 A Yes.
17 Q Okay. Do you believe that there has been a
18 continued use of the Patriot Guard Riders'
19 trademark that you identify in this application
20 with respect to those association services? 12:10PM
21 A Yes.
22 Q And has that been done through your
23 permission to the organization to use that
24 trademark?
25 A Yes. 12:10PM

1 Q Who buys Patriot Guard Rider merchandise? 12:10PM
2 A Members of the organization.
3 Q Can anybody buy it?
4 A Yeah.
5 Q If I want to buy some, can I? 12:11PM
6 A Yeah.
7 Q I'm not a PGR member.
8 A If you go on the website, I would have no
9 way of knowing if you are or are not a member.
10 Q Okay. When you sell the merchandise that 12:11PM
11 we've identified in this trademark application
12 and for which we saw invoices earlier, where do
13 you ship that merchandise to?
14 A To the customer or the member.
15 Q Do those customers live in any particular 12:11PM
16 place?
17 A No, they live all over.
18 Q All over the world? All over the U.S.?
19 A No, just the U.S. I don't do international
20 shipping as a rule. 12:11PM
21 Q Okay.
22 A I have on occasion, but --
23 Q Before you resigned as PGR President could
24 anybody in the organization use the Patriot Guard
25 Rider mark for whatever they wanted? 12:12PM

1 A No. 12:12PM
2 Q Did they have to ask permission to use it?
3 A Yes.
4 Q Who did they ask?
5 A They normally would either ask me or 12:12PM
6 sometimes I think they would ask their state
7 captain who would then refer it on to me or a
8 Board member or whomever.
9 Q Were other Board members authorized to give
10 permission to use -- 12:12PM
11 A No.
12 Q -- that trademark?
13 What about now? Can anybody sell goods
14 with that trademark on them?
15 A I don't have any idea. I mean I don't know 12:12PM
16 what PGR, Inc. has -- who they've allowed or --
17 my understanding is they have allowed the states
18 to basically do whatever they wanted to on the
19 logo.
20 Q Do you object to that? 12:13PM
21 A I do.
22 Q Have you made any efforts to enforce
23 against that?
24 A No, because I never gave permission.
25 Q Okay. Has anyone outside of the PGR 12:13PM

1 organization tried to use the trademark on goods 12:13PM
2 or services?
3 A Yes. Well, let me back up. Yes.
4 Q Can you tell me about that?
5 A Well, I had one instance at the Healing 12:13PM
6 Fields in Sturgis where the -- and I want to say
7 his name was Paul, and I don't know what his
8 title was. But he was with the Healing Fields
9 organization and they had a booth set up. And
10 they sold Healing Fields shirts, et cetera, but 12:14PM
11 they also had small chrome antennas for
12 motorcycles.
13 And Jason and I got up one morning and Paul
14 had a whole box full of like three by five inch
15 Patriot Guard Riders' flags made up that he was 12:14PM
16 going to give away to anyone who bought one of
17 his -- his masts. And I just hit the ceiling.
18 And he said, well, I'm not charging for them and
19 I thought it would be good promotion. And I
20 said, yeah, but this is -- this is a trademark 12:14PM
21 logo, and you have no authorization to use it in
22 any manner. And so I made him destroy all the
23 flags.
24 Right offhand I can think of another guy
25 that contacted me that wanted to use it on -- he 12:15PM

1 was an engraver, and he wanted to use it on -- I 12:15PM
2 don't know what they're called. Can I talk to
3 Bill for a minute? Can I ask Bill a question? I
4 don't know what the protocol is.
5 MR. O'MALLEY: It's kind of improper, 12:15PM
6 but it's fine.
7 MR. BROWN: Bill, on a Harley Davidson
8 what's that round plate called.
9 MR. RICHART: Around the fuel cap?
10 MR. BROWN: No, around the engine 12:15PM
11 itself. Is it clutch cover?
12 MR. RICHART: Probably. The down side.
13 A Anyway, he contacted me. He wanted to
14 engrave -- sell engraved PGR logos that snap --
15 that bolt on. I said, no, you know, that's not. 12:16PM
16 So there have been instances where people
17 have contacted me, individual companies. Now
18 this guy with the plates may have been a PGR
19 member. I don't know.
20 Q (Ms. Blue) But you told him he couldn't do 12:16PM
21 it?
22 A Right.
23 Q What about times when somebody has not
24 contacted you in advance? Have you attempted
25 to -- 12:16PM

1 A There have been -- 12:16PM
2 Q -- enforce the trademark?
3 A -- a few instances that I have found out
4 about where someone was using the logo, and I've
5 either contacted them or asked my attorney to 12:16PM
6 contact them to stop. I can't remember any
7 specific instances right offhand, but --
8 Q Okay. We'll talk about some of those in a
9 few minutes. But after -- you gave us an example
10 of an instance that was at the Healing Fields, 12:17PM
11 which I think was before you resigned as
12 President --
13 A Right.
14 Q -- of PGR?
15 A Yes. 12:17PM
16 Q Have there been other instances after your
17 resignation as an officer where you have had
18 the -- reason to enforce the trademark against
19 someone or enforce your trademark rights? Let me
20 put it that way. 12:17PM
21 A I'm sure there have. I can't remember
22 specific instances that I could quote you. But
23 I -- hasn't been that many that I have been made
24 aware of.
25 Q Okay. Did you ever create any kind of 12:17PM

formal license arrangement for other people to use the Patriot Guard Rider trademark? 12:18PM
A By formal you mean written?
Q Uh-huh. I'm sorry, yes.
A I think I have on occasion sent someone -- replied to an e-mail asking permission to use it for something and then replied to the e-mail saying yes. 12:18PM
Q Okay.
A Which would in my mind constitute an agreement. 12:18PM
Q Okay.
A But would it have fallen under the category -- for instance, the Gathering Of The Oklahoma Guard asked for permission to use it on the promotional material for the Gathering Of The Guard, and I granted that. 12:18PM
Q Okay. Jeff, this is marked as PGR 1395, and it is a -- looks like a post on the PGR website, which is www.patriotguard.org from somebody named Wescoot2. Who is that? 12:19PM
A That would be Ed Mueller.
Q Can you read to me what Ed is writing to someone named Sierge or Sierge? I don't know how you pronounce it. 12:20PM

1 A It says, we only have permission to use the 12:20PM
2 PGR logo on the website. No permission given for
3 anything else. Respects, Ed.
4 Q Okay.
5 A Freedom, justice, and brotherhood. 12:20PM
6 Q Is this post from Ed Mueller an accurate
7 characterization of your permission to the PGR?
8 A Yes.
9 Q Who have -- you've already testified that
10 anybody who's a PGR member has access to that 12:20PM
11 website?
12 A Yes.
13 Q Can they see those posts?
14 A This looks like -- it doesn't look like it
15 was a restricted post; so yes. 12:21PM
16 MR. O'MALLEY: Objection. Speculation.
17 Q (Ms. Blue) I'm going to give you -- Jeff,
18 this is Exhibit 16. And it's Bates labeled PGR
19 3373. It looks like a series of posts dated
20 from -- or dated September 14th of 2006. 12:21PM
21 A September 4th is what --
22 Q 4th, I'm sorry, 2006. Can you describe
23 what this series of posts is about?
24 A Well, apparently someone was selling PGR
25 gear -- by that, items with PGR logo -- on eBay. 12:23PM

1 And someone's asking is it legal? Someone else 12:23PM
2 is indicated, if they didn't make it, if they
3 bought it from the PGR Store, they could resell
4 it on eBay. And then Zippy is talking about
5 someone copying a design that she created. Then 12:24PM
6 another member is asking who owns the trademark
7 or copyright and the -- I don't know what the
8 name is on it. Someone from Kentucky says that
9 Jeff Twister owns all the copyrights. Last time
10 I checked, he has to grant someone a license 12:24PM
11 before they can use any of the copyrighted
12 material for other things. And then Sergeant
13 Potsie says, Johnny W is correct. Jeff owns the
14 design and the motto. They are licensed to PGR
15 and anyone else who obtains his permission. I do 12:25PM
16 believe that a pee pee slap is in order here. I
17 don't know that that means.
18 Q I don't know what a pee pee slap is either.
19 And I'm not sure I want to.
20 A Yeah, I don't want one. 12:25PM
21 Q It would appear from those posts that there
22 are at least some members of the PGR that
23 understood that you did own --
24 A Yes.
25 Q -- the design and that you had licensed it 12:25PM

1 to the PGR? 12:25PM
2 A Yes.
3 Q And does that comport with your
4 understanding --
5 A Yes. 12:25PM
6 Q -- of what you knew?
7 Okay. This is Exhibit 17. It's Bates
8 labeled Brown 10238. It looks like an e-mail
9 exchange between you and John Jacobs in September
10 of 2006. 12:27PM
11 Do you recall this communication?
12 A I don't recall it specifically. Apparently
13 someone was making with -- here we go. Patriot
14 Guard Riders embroidered denim jacket on eBay,
15 and someone made me aware of it. And I asked 12:28PM
16 John to send a cease and desist letter, and he
17 says he will. And then he says that the auction
18 was cancelled early with no sale. I can't tell
19 if the complaint to eBay or the second request to
20 the seller was the cause. 12:28PM
21 Q Was this one of the efforts you talked
22 about earlier to police the use of the mark?
23 A Yes.
24 Q Okay. Jeff, this Exhibit 18 that you
25 produced is Brown 10205. It looks like an e-mail 12:29PM

1 exchange between you and John Jacobs again. 12:29PM
2 Can you describe this? And, if you
3 remember, tell me what it was about.
4 A I don't remember specifically, but
5 apparently someone was wanting to make PGR 12:29PM
6 speedometer face plates for a member but was
7 asked not to by an attorney for the former ED. I
8 don't know what that means.
9 Q In November of 2006 was there a former ED?
10 A Oh, executive director. I don't recall 12:30PM
11 the -- the instance.
12 Q Okay. Well, you know as we look at it --
13 A Apparently this is from John to me. Okay.
14 I was reading it wrong. So apparently I had told
15 this guy not to. 12:30PM
16 MR. O'MALLEY: Objection. Speculation.
17 Q (Ms. Blue) Well, let me ask you a
18 question. There's a date on this says -- it
19 says, 27 --
20 A Yeah. 12:31PM
21 Q -- November, 2006, 8:36 p.m.
22 A A.m.
23 Q You're looking at the date at the top.
24 A Oh, I'm sorry.
25 Q I'm looking at the date in the middle of 12:31PM

1 the page. 12:31PM
2 A Yeah.
3 Q That looks like perhaps it's a forwarded
4 post from the website.
5 A Yeah. 12:31PM
6 Q Do you think that's accurate?
7 MR. O'MALLEY: Objection. Leading.
8 A A post from the website? I don't know.
9 Q (Ms. Blue) Let me ask you this question.
10 Why is there a date stamp in the middle of that 12:31PM
11 post that is not the same day as the e-mail to
12 you?
13 A It it's been copied and pasted in there
14 from somewhere.
15 Q Okay. Why would John send you an e-mail 12:31PM
16 like that?
17 A I'm assuming he's asking me if I was aware
18 of this. And from the date, former ED had to
19 refer to me because I was the only former
20 executive director there. 12:32PM
21 Q Was this shortly --
22 MR. O'MALLEY: Objection. Speculation.
23 Q (Ms. Blue) -- after you resigned?
24 A Yes.
25 Q Was there an executive director of the PGR 12:32PM

1 other than yourself on November 28th, 2006? 12:32PM
2 A November 28th. That was after my
3 resignation.
4 Q How many executive directors had the
5 organization had in November of 2006? 12:33PM
6 A Me.
7 Q Okay. So the former ED could refer to no
8 one but you; is that correct?
9 A Correct.
10 Q Okay. Now at the bottom of this it says, I 12:33PM
11 can respond, you can respond or not. Your call.
12 Do you recall what the --
13 A No.
14 Q What the context of that communication was?
15 A I really don't. 12:33PM
16 Q Okay. That's all right.
17 This is an e-mail exchange between you and
18 John Jacobs on January 18th, 2007. And John
19 appears to be forwarding to you a message
20 regarding unauthorized trademark use or 12:34PM
21 infringement of intellectual property. Is that
22 accurate?
23 A Yes.
24 Q In 2007 were you still the executive
25 director of the organization? 12:34PM

1 A No. 12:34PM
2 Q Why is John sending you this e-mail?
3 A Well, it -- this -- if I remember
4 correctly, I asked him for some type of a blanket
5 letter or some type of a format that I could use 12:35PM
6 to send people if they were illegally using the
7 marks. And he sent me what he had used in the
8 past.
9 Q Okay. Did John understand that you were
10 the owner of the trademarks? 12:35PM
11 A Yes.
12 Q Jeff, this is Exhibit 20. It looks like it
13 is an e-mail exchange in late February of 2009
14 between you and R. R. Awtry?
15 MR. O'MALLEY: I just want to object 12:36PM
16 again. I'm not sure that we've ever seen this
17 document before.
18 MS. BLUE: I think it's produced in
19 Mr. Awtry's deposition, but we can check later.
20 Q (Ms. Blue) Is that right, it's between you 12:37PM
21 and Ronny Awtry?
22 A Yes, ma'am.
23 Q What's the subject matter of this
24 communication?
25 A Ronny wanted permission to use the logo on 12:37PM

1 a travel trailer and on a motocross -- well, I 12:37PM
2 don't know what you call the things. It's a race
3 cart I guess is what you would call it.
4 Q Okay. And did you give him permission to
5 do that? 12:37PM
6 A I did.
7 Q Okay. Was Mr. Awtry ever in a leadership
8 position in the Patriot Guard organization?
9 A Yes. Well, in Patriot Guard Riders.
10 Q I'm sorry, you're right. I stand 12:38PM
11 corrected.
12 When was he a leader in that organization?
13 A Ronny joined the PGR pretty early on. I
14 want to say early 2006 or maybe late 2005. He
15 became I think a ride captain in the state of 12:38PM
16 Texas. And I don't know when he joined the
17 national team if you will, but he became -- he
18 pretty well founded the Help On The Homefront
19 program at Bamsey Hospital and so he became the
20 national director of the HOTH program. And then 12:39PM
21 he was on the Board of Directors while I was
22 president. If I'm not mistaken, he was on the
23 Board.
24 After I left he -- I think he took over as
25 treasurer after Jason Wallin left. I don't know 12:39PM

1 what all positions, but he was -- he was in a 12:39PM
2 leadership position for a long time.
3 Q Why was he asking you for permission to use
4 the trademark?
5 A Because he believed that I owned the 12:40PM
6 trademark.
7 Q Ronny's request came to you in 2009. Do
8 you still get these type of requests from people
9 from time to time?
10 A Yeah. 12:41PM
11 Q Do you have any specific criteria that you
12 apply to them?
13 A Normally the -- if it's a PGR member and
14 they want to do something personal and it's not
15 going to be for sale and it's not going to be 12:41PM
16 reproduced and they give me an idea what it is --
17 what the final outcome's going to look like, then
18 I'll normally approve it.
19 Q Would you ever approve a request for
20 commercial use? 12:41PM
21 A Don't have any intention of it, but that --
22 I'd never say never.
23 I need to go back on that last statement.
24 Q Okay.
25 A Because, yes, I did. 12:42PM

1 Q Approve a -- 12:42PM
2 A Approve a commercial use.
3 Q Okay.
4 A And that was with Roy Wells in a
5 short-lived PGR PX where he sold shirts, caps. 12:42PM
6 But he took the same designs, the same -- and in
7 most cases same manufacturers and sold them. And
8 it was -- I stopped selling them. And it was
9 simply because I wanted to spread out the
10 workload if you will. And that was short-lived 12:42PM
11 simply because he, for whatever reason, couldn't
12 or didn't want to continue with it.
13 Q Okay. You didn't ask him to stop?
14 A No, he got tired. He thought he didn't
15 want to be retired any more. 12:43PM
16 Q Happens to the best of us.
17 All right. Jeff, this is Exhibit 21. It
18 is a trademark application filed on November 9th,
19 2006. The serial number on it is 77040379. It's
20 a trademark application filed by Patriot Guard 12:43PM
21 Riders, Inc. The address given for this is 312
22 Granite Court, Windsor, Colorado.
23 Who -- who lives at 312 Granite Court,
24 Windsor, Colorado?
25 A Well, at that time Jason Wallin. 12:44PM

1 Q Is that the accurate address for the 12:44PM
2 Patriot Guard Riders, Inc. corporation?
3 A Not to my knowledge.
4 Q Go back to the last two pages of that
5 exhibit. The very last page is a picture of some 12:44PM
6 T-shirts.
7 Do you recognize those?
8 A Yes, ma'am.
9 Q Tell me about them.
10 A These are the shirts that I had designed 12:44PM
11 for the Healing Fields promotion at Sturgis in
12 2006.
13 Q Okay. You go back to the second page of
14 this exhibit. It talks about some first use
15 dates. First one says at least as early as 12:45PM
16 11-11, 2005.
17 Were these T-shirts in use in November of
18 2005?
19 A Absolutely not.
20 Q Okay. Did you approve the T-shirts when 12:45PM
21 they were produced?
22 A Yes.
23 Q Who asked you to approve them?
24 A The artists that did the graphics on it.
25 Terry Crane I believe his name was. 12:46PM

1 Q Did Jason Wallin have any involvement in 12:46PM
2 producing these T-shirts?
3 A He connected me with Terry Crane.
4 Q Okay. You said you told these T-shirts at
5 Sturgis in 2006? 12:46PM
6 A Yes.
7 Q Okay. Was there anything else with the
8 Patriot Guard name sold at that event?
9 A I don't believe so.
10 Q Were there any flags at that event? 12:46PM
11 A Don't think so. I don't remember for sure,
12 but I don't -- I think the T-shirts -- oh, there
13 were -- the sponsorship of the American flags.
14 No PGR flags. In other words, the flags that we
15 had posted out in the field, someone could 12:46PM
16 sponsor a flag for $25. After the event was
17 over, they had -- they could either come and get
18 their flag and keep it or we would -- when we
19 broke down the Healing Fields, if they wanted, we
20 would send that flag to the family of the soldier 12:47PM
21 or they could donate the flag to be used in the
22 flag line by the PGR.
23 Q Did you pay to have those T-shirts created?
24 A Yes.
25 Q Were you reimbursed for that? 12:47PM

1 A No. 12:47PM
2 Q Did you pay to have the flags created, the
3 flags that people could buy and sponsor?
4 A Not created. I mean they were American
5 flags so they were already created. 12:47PM
6 Q Did you purchase those flags?
7 A Yes.
8 Q Did you mean to purchase those flags?
9 A No.
10 Q Tell us about that. 12:48PM
11 A The -- when Jason approached me about the
12 project he said that the cost of everything would
13 be covered by the sponsorship of the flags and
14 that there was also going to be two rides that
15 were being set up by Buffalo Chip. And what that 12:48PM
16 would be is that people would sign up to take a
17 ride say up to Mount Rushmore and that there
18 would be a box lunch and this kind of thing and
19 that Buffalo Chip was donating all that and that
20 the proceeds would go to the PGR. And the sale 12:48PM
21 of the shirt, the flags and the two rides would
22 not only cover all the costs, but would put money
23 in the coffers for the PGR.
24 Q Okay. Did the sponsorship cover those
25 flags? 12:49PM

1 A No. 12:49PM
2 Q So what happened after the event?
3 A Several -- time frame I can't give you, but
4 quite some time afterwards I started getting
5 e-mails from the Healing Fields wanting to know 12:49PM
6 why they'd not been paid, and I couldn't get
7 ahold of Jason. And I told them not to worry.
8 I'd take care of it. So I wrote them a check
9 for -- I want to say it was $26,000.
10 Q Were you reimbursed for that? 12:50PM
11 A No.
12 Q Did Jason ever have any explanation --
13 A Not to me.
14 Q -- about that?
15 Did you ever see any kind of agreement, 12:50PM
16 written agreement, regarding the sponsorship of
17 the flags?
18 A Not to my knowledge.
19 Q Did you just take Jason's word for it --
20 A Yeah, I trusted Jason. 12:50PM
21 Q -- that the sponsorship would cover the
22 flags?
23 Let's get back to the shirts here for a
24 second. You said that Jason hooked you up with
25 the artist? 12:50PM

1 A Yes. 12:50PM
2 Q Why do you suppose he directed the artist
3 to you instead of approving the shirts himself?
4 A He didn't have the authority to approve a
5 shirt. 12:51PM
6 Q Did he understand that he didn't have that
7 authority?
8 A I'm sure he did, yeah.
9 Q Jason ever try to approve anything that you
10 found out about after the fact? 12:51PM
11 A Not that I recall.
12 Are you talking about on the use of the
13 marks?
14 Q Jason ever authorize anybody to use the
15 mark without going through you? 12:51PM
16 A Not to my knowledge that I can remember.
17 Q What would you have done if you had done
18 that?
19 A Jumped in the middle of his lunch bucket.
20 Q Okay. 12:51PM
21 MR. O'MALLEY: I'm sorry, I don't
22 understand what that means.
23 A Get a lunch bucket, and I'll show you.
24 MS. BLUE: All right. On that note, why
25 don't we break for lunch and let's come back -- 12:52PM

1 it's 12:52. Why don't we come back at 1:15 -- 12:52PM
2 I'm sorry, not 1:15. 2:15.
3 *(Following a lunch recess at 12:52*
4 *p.m., proceedings continued on the Record at 2:15*
5 *p.m.)* 12:52PM
6 Q (Ms. Blue) Coming back after a break. And
7 before the break we were talking about the PGR's
8 first application filed November 9th, 2006. It's
9 Exhibit 21.
10 Who filed that application if you know? 2:16PM
11 A Jason Wallin.
12 Q Did you authorize him to file it?
13 A No.
14 Q When did you learn that it had been filed?
15 A Don't remember for sure, but I think it was 2:16PM
16 not too long after it had been filed.
17 Q Within a few weeks? Within a few months?
18 A Yeah, within a few weeks I think.
19 Q Okay. You didn't authorize Jason's filing
20 of that application? 2:16PM
21 A No.
22 Q I want you to go to the declaration that's
23 at the end of the application. It's about three
24 pages from the back.
25 A Okay. 2:17PM

1 Q It says declaration. Now there is a 2:17PM
2 sentence -- actually, this is one big, long
3 sentence. But the relevant part of it I want to
4 talk about right now is at the mid -- starts
5 midway through right after where it says 15 2:17PM
6 U.S.C. Section 1051(b).
7 A Yes.
8 Q Says he/she believes the applicant to be
9 entitled to use such mark in commerce. To the
10 best of his or her knowledge and belief no other 2:17PM
11 person, firm, corporation or association has the
12 right to use the mark in commerce either in the
13 identical form thereof or in such near
14 resemblance thereto as to be likely when used on
15 or in connection with the goods and services of 2:17PM
16 such other person to cause confusion or to cause
17 mistake or to deceive and that all statements
18 made of his or her knowledge are true and that
19 all statements made on information and belief are
20 believed to be true. 2:18PM
21 Do you see that?
22 A Yes, ma'am.
23 Q And then underneath it, it says, signature,
24 Jason D. Wallin. Date 11-9, 2006.
25 Now, on 11-9, 2006 was there any other 2:18PM

1 person, firm or corporation that had the right to 2:18PM
2 use the logo that you see two pages further on in
3 this exhibit that's a triangular mark in yellow
4 and blue says Patriot Guard Riders?
5 A Yes. 2:18PM
6 Q Who was that?
7 A Me.
8 Q Did Jason Wallin know that when he --
9 A Yes.
10 Q -- signed this declaration on 11-9? 2:18PM
11 MR. O'MALLEY: Objection. Speculation.
12 Q (Ms. Blue) Was Jason Wallin aware that --
13 or had you made any effort to communicate with
14 Jason Wallin that you believed you owned that
15 trademark -- 2:19PM
16 A Yes.
17 Q -- prior to 11-9, 2006?
18 A Yes.
19 Q Do you know of any reason that Jason Wallin
20 would declare that he believed PGR, Inc. to be 2:19PM
21 entitled to use such a mark in commerce?
22 A No.
23 Q Can you think of any written communication
24 between you and Jason that would have established
25 your ownership with him? 2:19PM

1 A Yes. There is an e-mail -- a prior 2:19PM
2 exhibit -- where I told him I had already
3 designed a logo, and I sent it over to him and
4 said let's use this on the website.
5 Q Okay. Jeff, this is Exhibit 22. And we've 2:20PM
6 previously produced this. It's Bates labeled at
7 the bottom. And it is an e-mail communication
8 between you and Jason on November 9th, 2005.
9 That's a year before this trademark application's
10 filed. Read Jason's e-mail to you at the very 2:21PM
11 top of the page if you would.
12 A BTW, or by the way, you now own
13 patriotguard.org domain name, and I can host it
14 for you for free.
15 Q Okay. We've already seen a couple of 2:21PM
16 e-mail exchanges that are exhibits we've
17 introduced in today's deposition that indicate
18 that you own the mark and that various PGR
19 members understood that you owned the mark. One
20 in particular was Ed Mueller in a post -- I've 2:22PM
21 got to go back to find the right exhibit.
22 Exhibit 15 indicates that you -- he understood
23 that the organization only had permission to use
24 the PGR logo on the website. There was no
25 permission given for anything else. 2:22PM

1 Was Ed Mueller involved in the organization 2:23PM
2 on November 9th, 2006?
3 A Yes.
4 Q Would Ed Mueller have been in communication
5 with Jason Wallin on a regular basis at that 2:23PM
6 time? If you know.
7 A I would think so.
8 Q Was Ed Mueller -- did he hold any position
9 of leadership in the PGR on November 9th, 2006?
10 A I'm not sure. I don't remember when he 2:23PM
11 became president.
12 Q Okay. Let's look on -- we're going to go
13 back on Exhibit 21 here.
14 A Wait. Let me back up. He -- I'm 99
15 percent sure he was on the Board of Directors. 2:23PM
16 Q In November --
17 A I don't --
18 Q -- of 2006?
19 A Yes.
20 MR. O'MALLEY: Objection. Speculation. 2:24PM
21 Q (Ms. Blue) Let's go back to Exhibit 21.
22 Let's look on the first page of that. If you
23 would, read me -- there's a little section that
24 says description of the mark. Can you read me
25 what it says in that -- in that box beginning 2:24PM

with the mark consists of? 2:24PM
A The mark consists of. This mark has a yellow field with a blue and white folded American flag and blue text.
Q If you'll turn back to that representation of the mark in blue and yellow. Next to the last page. Jeff, have you got 7? 2:24PM
A I do.
Q I want you to compare -- if you'll look at Exhibit 7, which is your application, and go back to the representations of the mark on the goods like the license plate or the pin. Go to pin. That's the easiest one. Okay. You have that? 2:25PM
A Yes.
Q Is there any difference between the representation of the mark in the Patriot Guard Rider, Inc. application and the pin in your application? Do you see any differences in those two? 2:26PM
A Nothing appreciable. 2:26PM
Q Is there a difference in the wording on the pin?
A On the pin it says Patriot Guard Rider. And on the other one it says Patriot Guard Riders. 2:26PM

1 Q Is the logo on this pin, aside from that 2:27PM
2 difference in the plural of rider, is it the same
3 as the description of the mark in the PGR, Inc.
4 application?
5 A Yes. 2:27PM
6 Q Now we talked before we broke for lunch
7 about the fact that the T-shirts shown in the PGR
8 application were produced for Sturgis in 2006 and
9 that the PGR application showing first use of the
10 mark in November of 2005 these -- these shirts 2:28PM
11 were not in production in 2005?
12 A No.
13 Q Okay. Go to the second application filed
14 by the PGR. Is it 23?
15 MR. O'MALLEY: To the extent that this 2:29PM
16 is involved in your alleged fraud claim, I'm
17 going to object to that as it's in violation of
18 the TTAB's order. I don't remember the exact
19 date, but I can find it out. That was involved
20 in our Motion to Strike. 2:29PM
21 MS. BLUE: Okay.
22 Q (Ms. Blue) Now, Jeff, this is an
23 application filed by the PGR on January 29th,
24 2008. And the serial number on it is 77383586.
25 This is a trademark for what we call a word mark, 2:30PM

1 Patriot Guard Riders. Let's look at the 2:30PM
2 specimens, which are the pictures of the goods
3 involved in that mark. Going back kind of toward
4 the last pages of this exhibit. And I see that
5 in these specimens that the goods have Patriot 2:31PM
6 Guard Riders, plural, but that otherwise the mark
7 is the same as the one that appears on the
8 specimens in your application. Is that right?
9 A Yes.
10 Q Okay. 2:31PM
11 A With the exception of "Standing For Those
12 Who Stood For Us" rather than "Riding With
13 Respect."
14 Q Okay. If you saw someone wearing a hat or
15 a pin with this logo on it, would you think that 2:31PM
16 they were somehow sponsored by the PGR?
17 A Well, I would think they were certainly
18 associated with the PGR. I don't know if
19 sponsored would be the right word.
20 Q If you were not a member of the PGR and you 2:32PM
21 saw this mark, would you be confused by it?
22 A I would assume it was the same
23 organization.
24 MR. O'MALLEY: Objection. Speculation.
25 Q (Ms. Blue) All right. Do you believe that 2:32PM

1 there are similarities between this mark and the 2:32PM
2 one that appears on your original specimens?
3 A Yes.
4 Q Are they appreciable?
5 A Are the similarities appreciable? 2:32PM
6 Q Uh-huh.
7 A Yes.
8 Q I'm looking at the hat that you have on
9 today, which aside from the slogan Standing For
10 Those Who Stood For Us, appears to me to be 2:33PM
11 almost the same other than the plural of riders.
12 A Yes.
13 Q Or plural of rider. I'm sorry?
14 MR. O'MALLEY: Objection. You're
15 testifying. 2:33PM
16 MS. BLUE: Okay.
17 Q (Ms. Blue) Jeff, this is Exhibit 24. It's
18 a printout from the Patent and Trademark Office
19 search system. Would you read to me what it
20 says -- there's a line about halfway down the 2:35PM
21 page that says word mark. Can you read that to
22 me?
23 A Michigan Patriot Guard Rides with Respect.
24 Q Can you look down at the -- you have to go
25 to -- I need to find it now. The owner of that 2:35PM

1 mark. It's a little farther down the page. 2:35PM
2 A Michigan Patriot Guard Corporation,
3 Michigan, 2915 South Cambridge Road, Lansing,
4 Michigan 48911.
5 Q Okay. Do you see any similarity between 2:36PM
6 that mark and the specimens that appeared in your
7 trademark application, which is Exhibit 7?
8 A Yes.
9 Q Tell me what those are.
10 A Well, they're using the same folded flag, 2:36PM
11 they're using Patriot Guard, and "Rides With
12 Respect" instead of "Riding With Respect."
13 Q Looking at that mark would you be confused
14 about who was offering goods that -- on which
15 that mark appeared? 2:36PM
16 A Yes.
17 Q Did Michigan Patriot Guard Corporation ask
18 your permission to file this mark?
19 A No.
20 Q Do you know anything about this 2:36PM
21 application?
22 A No.
23 Q So you don't know whether or not they had
24 any permission from PGR, Inc. --
25 A No, I don't. 2:37PM

1 Q -- to file this application? 2:37PM
2 Okay. This is Exhibit 25. It's another
3 printout from Patent and Trademark Office
4 website. If you'll go down to word mark and read
5 to me what it says there? 2:38PM
6 A Nevada Patriot Guard, Battle Born Nevada
7 36.
8 Q And is there an image right above that word
9 mark?
10 A Yes. 2:38PM
11 Q Do you see any similarities between that
12 image and the image that appears on your
13 specimens from Exhibit 7?
14 A Yes.
15 Q What are they? 2:38PM
16 A They're using the same yellow and blue
17 color, and they're using the term Patriot Guard.
18 Q Okay. If you go down to the description of
19 the mark on that application, would you read
20 that, please? 2:38PM
21 A The colors yellow, blue is/are claimed as a
22 feature of the mark. The mark consists of the
23 outline of the state -- or outline of the patch
24 is the geographical outline of Nevada. Nevada
25 state flag in the middle is the patch. The 2:39PM

1 Nevada state flag is cobalt blue. In the upper 2:39PM
2 left-hand corner are two sprays of sagebrush, the
3 Nevada state flower, in a semi-circular design.
4 Above the sprays is the state name Nevada, a
5 Spanish word for snowclad as a -- 2:39PM
6 Q Okay. You can stop there. If you saw this
7 image on a hat or a T-shirt, what would your
8 impression be?
9 A That it was part of the Patriot Guard
10 Riders. 2:39PM
11 Q Did you authorize this application to be
12 filed?
13 A I did not.
14 Q Did you know anything about it before
15 today? 2:40PM
16 A No.
17 Q Do you object to this application?
18 A I do.
19 Q If you'd go back to Exhibit 24 for a
20 minute. Do you object to that application? 2:40PM
21 A I do.
22 Q Do you know why the state organizations
23 would file applications like this?
24 A Are we talking about these applications?
25 Q 24 and 25. 2:40PM

1 A Trademark applications? 2:40PM
2 Q Yeah, Exhibits 24 and 25.
3 A I'm assuming --
4 MR. O'MALLEY: Objection. Speculation.
5 Q (Ms. Blue) Tell me if you know why they 2:40PM
6 filed applications?
7 A No, I don't know why.
8 Q Do you know whether or not PGR, Inc.
9 authorized the filing of these applications?
10 A I don't know as a fact. 2:41PM
11 Q Do you know whether or not PGR, Inc. has
12 taken any action with regard to these
13 applications?
14 A No.
15 Q Do you know whether PGR, Inc. takes any 2:41PM
16 action with regard to anyone other than the
17 national organization utilizing the mark?
18 A No.
19 Q Do you know whether the Michigan chapter
20 asked PGR, Inc. if they could put that trademark 2:41PM
21 on anything?
22 A No, I don't.
23 Q When you were -- were the President of the
24 PGR did you allow individual states to put marks
25 on things without your permission? 2:42PM

1 A No. 2:42PM
2 Q If you found out about it, what did you do?
3 A I don't think I ever heard of a state doing
4 that.
5 Q Okay. What would you have done? 2:42PM
6 MR. O'MALLEY: Objection. Speculation.
7 Q (Ms. Blue) You can answer.
8 A I'm sorry?
9 Q You can answer.
10 A I would have contacted them and told them, 2:42PM
11 no, you're not -- this is not something you're
12 going to do.
13 Q Is that consistent with the action you took
14 when anyone asked you about using the mark?
15 A Yes. 2:42PM
16 Q Do you know if the PGR has any kind of
17 written program that -- or guidelines as to the
18 use of the PGR --
19 A No, I don't.
20 Q -- mark? 2:42PM
21 A No.
22 MS. BLUE: This one has been previously
23 produced as Respondent's 3. But I think just in
24 keeping with what we're trying to do, let's do a
25 new sticker on it. 2:43PM

1 MR. O'MALLEY: I agree. 2:43PM
2 MS. BLUE: And it will be 26 I think.
3 MR. O'MALLEY: I think it will be
4 cleaner that way.
5 MS. BLUE: Yeah, I do, too. 2:43PM
6 Q (Ms. Blue) This is going to be Exhibit 26.
7 It's an e-mail exchange that's been previously
8 produced between you and Raymond and Pam Russell
9 it looks like. I want you to flip to the second
10 page of this. And go to about the middle of the 2:44PM
11 page with the paragraph beginning, I told you.
12 A Okay.
13 Q Go ahead and read that for us.
14 A I told you I had something in the works
15 that would take about 30 days. As you may know, 2:45PM
16 back when I started Twister's PGR -- Twister's
17 Store, a PGR member, who is an attorney,
18 contacted me and said he would handle the
19 trademark issues pro bono. Over the next year we
20 worked on it, and I assumed it had all been 2:45PM
21 completed. When Wallin staged his coup he did a
22 search for the trademark to discover that all but
23 the final step had been done. He immediately
24 copied my logo and filed it as his trademark
25 under the PGR, Inc. My attorney got the final 2:45PM

1 step done about 30 minutes later. The initial 2:45PM
2 step in the trademark process looks at one thing,
3 the time of filing; therefore, the initial award
4 was tagged to be given to the PGR unless there is
5 any opposition. Anyone who believes they have a 2:46PM
6 claim to that trademark can file an opposition to
7 the award. The Trademark Commission will hear
8 the case and render a judgment. It's just like a
9 trial and is very expensive.
10 My attorney has filed for and received a 2:46PM
11 30-day extension on the opposition and sent a
12 letter to the PGR attorney and Board of Directors
13 advising them that we would be filing opposition.
14 This was done in an effort to reach mediation
15 before it goes to opposition and both sides spend 2:46PM
16 a lot of money with attorneys that could be used
17 elsewhere.
18 Q Okay. Let's stop there for a minute.
19 Who are Raymond and Pam Russell?
20 A I don't know. They are PGR members, or 2:46PM
21 were at that time.
22 Q Okay. Why would you have written this
23 e-mail to them? If you remember.
24 A In response to an e-mail they had sent to
25 me. 2:47PM

1 Q When you are talking to them in this 2:47PM
2 paragraph about the filing of the trademarks at
3 that time what was your understanding of the
4 filing process? As best you know.
5 MR. O'MALLEY: Which time frame are you 2:48PM
6 asking about here?
7 MS. BLUE: At the time this e-mail was
8 sent.
9 MR. O'MALLEY: At the time of this
10 e-mail? 2:48PM
11 MS. BLUE: Uh-huh. Which is
12 December 5th, 2007.
13 A That you file some paperwork and you sent
14 samples of what you had created and the Trademark
15 Board said, yes, you have a trademark or, no, you 2:48PM
16 don't.
17 Q (Ms. Blue) Was it your understanding that
18 the first person to file a trademark application
19 at the USPTO was its owner?
20 A It was my impression that that carried some 2:48PM
21 weight, but it wasn't necessarily the ultimate
22 factor.
23 Q Okay. All right. Let's go on down here to
24 the next paragraph beginning Wallin did a bunch
25 of wrong. And if you'll read through that 2:49PM

1 maybe -- well, through that last bullet point. 2:49PM
2 A Wallin did a bunch of wrong in his filing,
3 and my attorney tells me there's no way they can
4 win if it goes to opposition. First, and most
5 obvious, is that I created the organization, the 2:49PM
6 name and the logo and have all the documentation
7 to prove it.
8 When you file a trademark application you
9 must attest that you are not aware of anyone else
10 using that trademark. Wallin knew that I had 2:49PM
11 been using the trademark for over a year. This
12 constitutes filing a fraudulent application and
13 is a very serious issue with the Commission.
14 Wallin filed it using the original "Riding
15 with Respect" and all their products have 2:50PM
16 "Standing For Those Who Stood For Us."
17 Wallin filed it under PGR, Inc., which was
18 not even a legal association at the time of the
19 filing.
20 In the opposition stage more important than 2:50PM
21 filing date is first commercial use. I can prove
22 that I was using the name and logo commercially
23 for over a year before Wallin's filing.
24 Wallin filed only one application basically
25 for use as an association name. We filed for 2:50PM

1 that and in addition a list of products for sale 2:50PM
2 to support the trademark.
3 Q Is that still today an accurate description
4 of your understanding of the process?
5 A Yes. 2:50PM
6 Q Jeff, do you know why members of PGR feel
7 that you are not entitled to this trademark?
8 A I think -- not all members feel that way.
9 I think most of whom feel that way do so because
10 that's what they've been told. 2:51PM
11 MR. O'MALLEY: Objection. Speculation.
12 A That the majority of them don't know the
13 background and have no idea who I am, and they've
14 been told that the marks belong to PGR.
15 Q (Ms. Blue) Has anyone in the membership 2:52PM
16 ever expressed to you that it was inappropriate
17 for you to own a store that sold merchandise with
18 PGR's name on it?
19 A Yes.
20 Q And tell me what's been expressed to you. 2:52PM
21 A Well, Ronny Awtry believes that the marks
22 and the store should belong to the PGR. There
23 are others who believe just the opposite. So it
24 just depends on, you know -- and I can't think of
25 anyone else right offhand, a specific instance of 2:53PM

1 someone that has said I shouldn't. Bonnie 2:53PM
2 Cutler.
3 Q Is the objection based on your making money
4 from the sale of these goods?
5 A I think that's part of it. I think part of 2:53PM
6 it is just get Jeff Brown in the instance of
7 Bonnie Cutler.
8 Q Are you aware of any objection to any other
9 company making money on the sale of PGR goods?
10 A I'm not -- 2:54PM
11 Q Let me break that down for you a little
12 bit.
13 Has PGR sold its own goods with these
14 trademarks on it?
15 A Yes. 2:54PM
16 Q And have you objected to those sales? Let
17 me rephrase that.
18 A Yeah.
19 Q Do you object to PGR's use of --
20 A Oh, absolutely. 2:54PM
21 Q -- the trademark on merchandise?
22 A Yes.
23 Q Does PGR, Inc. make the merchandise itself
24 or do they outsource to a vendor?
25 A They outsource it. 2:54PM

1 Q Do you know whether those vendors make any 2:55PM
2 profit from the merchandise?
3 A I'm positive they do.
4 Q Do you know whether or not the PGR is given
5 all of the proceeds from the sale of that 2:55PM
6 merchandise?
7 A No.
8 Q When you started the organization were
9 there members who understood that you owned the
10 store personally? 2:55PM
11 A When I started the organization there was
12 no store. Once the products started being
13 produced, then, yes, there were people who knew I
14 owned the store.
15 Q Was that ever expressed to you? 2:55PM
16 A Was?
17 Q By members. Were there members who said,
18 yes, I understood you owned the store?
19 MR. O'MALLEY: Objection. Calls for
20 hearsay. 2:56PM
21 A I don't know. I can't recall of an
22 instance where someone said that to me
23 particularly or -- but I can't think of an
24 instance when anyone would have.
25 Q (Ms. Blue) Okay. This looks to be an 2:56PM

1 e-mail from someone named Ugly Troll to you. 2:56PM
2 MR. O'MALLEY: Again, this is a document
3 we have not seen as far as I know because there's
4 no Bates stamp number on it.
5 MS. BLUE: Okay. You know, Jim, if 2:57PM
6 you'd like with these documents -- I think
7 they've been produced earlier.
8 MR. O'MALLEY: That's fine. I don't
9 know the answer to it offhand so --
10 MS. BLUE: I understand. I understand 2:57PM
11 what you're saying. But in the event that we
12 cannot go back and verify that, would you like an
13 opportunity to consider them, and you can prepare
14 for your cross a little more later and we can --
15 we can agree that you can do a cross on these 2:57PM
16 later?
17 MR. O'MALLEY: Later meaning?
18 MS. BLUE: Later either during the rest
19 of our testimony period or outside of it if you
20 want to. 2:57PM
21 MR. O'MALLEY: Sure.
22 MS. BLUE: Okay.
23 MR. O'MALLEY: That would be fine.
24 MS. BLUE: Okay.
25 MR. O'MALLEY: Still going to raise the 2:57PM

1 objection at the time. 2:57PM
2 MS. BLUE: That's fine. No, that's
3 fine.
4 Q (Ms. Blue) Jeff, go down toward the bottom
5 of this e-mail. And if you'll kind of -- there's 2:58PM
6 a sentence that begins the whole point of this is
7 just to let you know.
8 A Okay.
9 Q Can you find that?
10 A Yeah. 2:58PM
11 Q Can you read that and then the next two
12 sentences to us?
13 A The whole point of this is just to let you
14 know you have at least one supporter out here. I
15 have -- it looks like the e-mail is cut off a 2:58PM
16 little bit here. I have something for example
17 since the first day -- I have known for example.
18 MR. O'MALLEY: Objection. Speculation.
19 A I have "own" for example since the first
20 day I joined that your store was for profit. I 2:58PM
21 never felt this was a secret or that you made
22 "ny" attempt to deceive anyone. I don't
23 understand how anyone could possibly think
24 otherwise. As far as I can tell, you have "ays"
25 been above board and straight with people. 2:59PM

1 MS. BLUE: All right. And I think we 2:59PM
2 can all agree that this is -- could have been a
3 better copy, but those words are probably known,
4 any and always given the context.
5 Q (Ms. Blue) So is this person expressing to 2:59PM
6 you that they understood you operated a store for
7 profit?
8 A Yes.
9 MS. BLUE: I take your objection --
10 MR. O'MALLEY: All right. Objection 3:00PM
11 noted.
12 MS. BLUE: -- and give the same offer
13 that you can have an opportunity to cross on
14 these.
15 MR. O'MALLEY: Sure. 3:00PM
16 MS. BLUE: Okay.
17 Q (Ms. Blue) Jeff, this is an e-mail dated
18 March 27th, 2007, after you resigned as President
19 of the PGR. And the e-mail appears to -- or
20 maybe -- perhaps it's a post because it has a 3:01PM
21 March 27, 2007, date on it. There's someone
22 named Smith that appears to have signed it. And
23 he appears to be a Missouri ride captain.
24 Do you know who that is?
25 A Not right offhand. 3:01PM

1 Q Let's go to the middle of that post 3:01PM
2 beginning with the sentence at least.
3 A At least with Twister's store we knew who
4 owned the "re." As far as donations from
5 Twister, it seems we have a conflict there. He 3:01PM
6 says last month; you say last year.
7 Q Okay. That's enough. Is this someone else
8 who appears to understand that he knew you owned
9 the store?
10 A Yes. 3:02PM
11 MR. O'MALLEY: Objection. Speculation.
12 MS. BLUE: Okay. It will speak for
13 itself.
14 Q (Ms. Blue) All right. We have here
15 Exhibit 29. E-mail between Ed -- or someone 3:03PM
16 named EBaker1954 to a number of people.
17 MR. O'MALLEY: I'd like to get my same
18 objection in now.
19 MS. BLUE: Okay. That's fine.
20 Q (Ms. Blue) It starts almost at the very -- 3:03PM
21 it's the last -- or sentence before the last one
22 on that page beginning way. And we have the same
23 problems; it's not a great copy. The sentence
24 begins way. And I think we can probably assume
25 that that next word is back. Would you read that 3:03PM

1 in? 3:03PM
2 MR. O'MALLEY: I'm sorry, where? I'm
3 not sure where you are.
4 A Next to the last?
5 MS. BLUE: All the way down at the end 3:03PM
6 of the page.
7 MR. O'MALLEY: Okay. Got you.
8 A Way back before the crap hit the fan I knew
9 that the store was a private enterprise. And
10 Jeff never hid that part. He was upfront that it 3:03PM
11 was there to help support the PGR in its
12 endeavors.
13 Q (Ms. Blue) Okay. That's enough. Thank
14 you.
15 Does this person appear to be expressing 3:04PM
16 the opinion that he understood the store was a
17 private enterprise?
18 A Yes.
19 MS. BLUE: Just about done here I think.
20 Let's take a quick break. 3:04PM
21 *(Following a short recess at 3:04*
22 *p.m., proceedings continued on the Record at 3:29*
23 *p.m.)*
24 Q (Ms. Blue) Jeff, I've just given you
25 Exhibit 30, which I will tell you I just went 3:29PM

1 into my office and printed from the Patent and 3:29PM
2 Trademark Office website.
3 MS. BLUE: Jim, if you want to
4 object, --
5 MR. O'MALLEY: I'm okay with this one. 3:30PM
6 MS. BLUE: -- you can, but you probably
7 are aware with this one and are familiar with it.
8 MR. O'MALLEY: Yep.
9 Q (Ms. Blue) Jeff, this is the specimen that
10 was filed in August of 2007 in the Patriot Guard 3:30PM
11 Riders, Inc. application that we've been talking
12 about as Exhibit 21. Tell me what's in this
13 picture.
14 A Well, it appears to be a jacket or a vest
15 with several pins and/or buttons. And one of 3:30PM
16 them is the Patriot Rider -- what I call a rider
17 lapel pin.
18 Q Okay. Look at the drawing page of that
19 application, which is the colored --
20 A And that's application? 3:31PM
21 Q This is Exhibit 21.
22 A 21.
23 MR. O'MALLEY: I'd like to object to the
24 extent that this relates to any possible fraud
25 claim as being in violation of the Court's 3:31PM

1 order -- not court's -- TTAB's order. 3:31PM
2 Q (Ms. Blue) Do you see any differences
3 between the lapel pin and the color image?
4 A Again, the word "riders" rather than
5 "rider." And the photograph is in black and 3:31PM
6 white so I don't know for sure what colors they
7 are, but it appears to be the lapel pin that I
8 produce, which would make it the yellow and blue
9 and white.
10 Q Okay. Was the PGR, Inc. using that lapel 3:32PM
11 pin on June 1st, 2006?
12 A No.
13 Q Were you using that lapel pin -- were you
14 using the mark Patriot Guard Rider as it's
15 portrayed in this photograph on June 9th, 2006? 3:32PM
16 A Yes.
17 Q Jeff, this is Exhibit 31. It's been
18 produced previously. It's got a Bates stamp in
19 the bottom corner. And this appears to be a
20 series of posts on the PGR website; is that 3:34PM
21 correct?
22 A I would assume so.
23 Q I want you to look at the post at the
24 bottom of the page. Is that a post from you --
25 A Yes. 3:34PM

1 Q -- regarding the PGR online store? 3:34PM
2 Would you read that first paragraph to us,
3 please.
4 A A couple of people have asked about having
5 a friend offer to duplicate some of our stuff for 3:35PM
6 free to help the cause. Our PGR name and log
7 (verbatim) is copyrighted for a reason. The
8 revenue generated from the sale of PGR products
9 enables us to operate this site and continue to
10 grow the organization without any dues, donations 3:35PM
11 or fees. We also have other plans down the road.
12 Q You use the word copyrighted in this. Is
13 the logo the subject of the copyright
14 application?
15 A No. 3:35PM
16 Q Did you use that word correctly in this
17 post?
18 A Apparently not.
19 Q What did you mean when you said our PGR
20 name and log -- I'm going to assume that's a 3:35PM
21 typo --
22 A Logo.
23 Q -- and means logo. What did you mean here?
24 A Just that it was protected. That it was
25 private property, and you can't just go use it. 3:36PM

1 Q Okay. 3:36PM
2 MS. BLUE: I think I'm done.
3 MR. O'MALLEY: Okay.
4 MS. BLUE: Okay.
5 MR. O'MALLEY: All right. 3:36PM
6 MS. BLUE: Let's adjourn for today and
7 see everybody at 8:30 tomorrow.
8 MR. O'MALLEY: Sounds good.
9 *(Whereupon, the deposition was*
10 *concluded at 3:36 p.m. to resume at 8:30 April* 3:36PM
11 *7th, 2011.)*
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SIGNATURE PAGE

I, JEFF BROWN, do hereby certify that the foregoing deposition was presented to me by Nichole M. Myers as a true and correct transcript of the proceedings in the above styled and numbered cause, and I now sign the same as true and correct.

WITNESS my hand this 25 day of April, 2011.

JEFF BROWN

SUBSCRIBED AND SWORN TO before me this 25th day of April, 2011.

Diane Goswick
Notary Public

My Commission Expires:
11-25-2013

DIANE GOSWICK NOTARY # 09009780 EXP. 11/25/13 PUBLIC STATE OF OKLAHOMA

1 C E R T I F I C A T E

2 State of Oklahoma)
3 County of Tulsa) ss

4 I, Nichole M. Myers, a Certified
5 Shorthand Reporter within and for Tulsa County,
6 State of Oklahoma, do hereby certify that the
7 above named witness was by me first duly sworn to
8 testify the truth, the whole truth and nothing
9 but the truth in the case aforesaid, and that I
10 reported in stenograph his trial deposition; that
11 my stenograph notes were thereafter transcribed
12 and reduced to typewritten form under my
13 supervision, as the same appears herein.

14 I further certify that the foregoing
15 127 pages contain a full, true and correct
16 transcript of the deposition taken at such time
17 and place.

18 I further certify that I am not
19 attorney for or relative to either of said
20 parties, or otherwise interested in the event of
21 said action.

22 WITNESS MY HAND AND SEAL this 12th day
23 of April, 2011.

24 Nichole M. Myers

25 NICHOLE M. MYERS, RPR
CSR NO. 1704

Nichole Marie Myers
Oklahoma Certified Shorthand Reporter
Certificate No. 1704
Exp. Date: December 31, 2011

1 UNITED STATES PATENT & TRADEMARK OFFICE
2 BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD
3
4 JEFF BROWN,) COPY
5 Opposer and Petitioner,)
6 vs.) Opposition.
) No. 91181448
7 PATRIOT GUARD RIDERS, INC.,)
) Serial No.
8 Applicant and Respondent,) 77/040,379
9
10 -
11
12 ***VOLUME II OF THE TRIAL***
13 ***DEPOSITION OF JEFF BROWN,*** produced as a witness
14 on behalf of the Opposer and Petitioner in the
15 above styled and numbered cause, taken on the 7th
16 day of April, 2011, in the City of Tulsa, County
17 of Tulsa, State of Oklahoma, before me, Nichole
18 M. Myers, a Certified Shorthand Reporter, duly
19 certified under and by virtue of the laws of the
20 State of Oklahoma.
21
22
23
24
25

1 A P P E A R A N C E S

2

3 FOR THE OPPOSER
AND PETITIONER: Ms. Rachel Blue
Attorney at Law
4 1717 South Boulder Avenue
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5 Tulsa, OK 74119

6 FOR THE APPLICANT
AND RESPONDENT: Mr. James A. O'Malley
7 Attorney at Law
150 North Michigan Avenue
8 Suite 2700
Chicago, IL 60601

9

10 ALSO PRESENT: Mr. Bill Richart

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I N D E X

W I T N E S S	P A G E
JEFF BROWN, VOL II	
Cross-Examination By Mr. O'Malley	133
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1 *(Whereupon, the deposition began at*
2 *8:39 a.m.)*
3 **JEFF BROWN,**
4 after having been duly sworn to testify the
5 truth, the whole truth, and nothing but the
6 truth, testified as follows:
7 **CROSS-EXAMINATION**
8 BY MR. O'MALLEY:
9 Q Okay. Jeff, I'm going to ask you some
10 questions in follow-up to the testimony you gave 8:39AM
11 yesterday. Same instructions Rachel gave you
12 yesterday. If you don't understand any of
13 questions, please let me know or ask for
14 clarification. If you need a break, let me know.
15 But same thing, don't request one after I've 8:39AM
16 asked a question before you've answered
17 basically.
18 Do you have the set of exhibits --
19 A I do.
20 Q -- that we used yesterday. Okay. Let's go 8:39AM
21 to Exhibit 1. This is a copy of the
22 incorporation papers for Patriot Guard Riders,
23 Inc.; is that correct?
24 A Yes.
25 Q Okay. And this document shows on the first 8:40AM

1 page, which is identified at the bottom as PGR 8:40AM
2 000685, that Patriot Guard Riders, Inc. was
3 incorporated on February 21st, 2006; is that
4 correct?
5 A Yes. 8:40AM
6 Q Okay. Can we turn to the second page, PGR
7 000686. This document on this page it identifies
8 you as the agent for Patriot Guard Riders, Inc.;
9 is that correct?
10 A Yes. 8:40AM
11 Q Okay. Staying on that page, a little
12 farther down, it further identifies you as one of
13 the incorporators for Patriot Guard Riders; is
14 that correct?
15 A Yes. 8:40AM
16 Q Let's turn to the next page. At the top it
17 identifies you as one of the directors for
18 Patriot Guard Riders; is that correct?
19 A Yes.
20 Q Okay. And farther down, it identifies you 8:41AM
21 as the President of the Patriot Guard Riders;
22 right?
23 A Yes.
24 Q Okay. Okay. You had also testified that
25 you owned the PGR store; -- 8:41AM

1 A Yes. 8:41AM
2 Q -- is that correct?
3 A No, my wife owned the PGR store.
4 Q Okay. The funds that were put into that
5 store though were shared jointly by you and your 8:41AM
6 wife?
7 A Yes.
8 Q Okay. And that store sold goods bearing
9 PGR name, PGR logo; is that correct?
10 A Yes. 8:41AM
11 Q And you testified all the profits earned by
12 the PGR store were yours and your wife's as the
13 PGR store was a for-profit entity; --
14 A Yes.
15 Q -- is that correct? 8:41AM
16 Did the PGR store exist prior to the
17 existence of PGR organization?
18 A I'm not quite sure what you mean by -- you
19 mean. Prior to starting the PGR or when it was
20 incorporated? 8:42AM
21 Q The start of the PGR.
22 A No.
23 Q So the PGR store did not exist -- the PGR
24 organization pre-incorporation existed prior to
25 the PGR store? 8:42AM

1 A Yes. 8:42AM
2 Q Okay.
3 MS. BLUE: Jim, can you clarify? Are
4 you talking about the PGR store, the LLC, or the
5 store itself? 8:42AM
6 MR. O'MALLEY: The store itself.
7 MS. BLUE: Okay.
8 Q (Mr. O'Malley) Okay. Would the store, the
9 PGR store, have had any reason to exist before
10 the PGR organization pre-incorporation came into 8:42AM
11 existence?
12 A Probably not.
13 Q And the PGR store was formed to sell goods
14 bearing the PGR name, logo, to members of the
15 organization? 8:42AM
16 A Yes.
17 Q Okay. So is it fair to state that if there
18 was not a PGR organization, that there would
19 likely not be a PGR store?
20 A Yes. 8:42AM
21 Q Okay. Let's flip back to the second page
22 of this document. The bottom it's PGR 000686.
23 On this page in the middle but a little more
24 towards the top do you see there's a statement
25 that says, this corporation is not for profit and 8:43AM

1 as such the corporation does not afford pecuniary 8:43AM
2 gain, incidentally or otherwise, to its
3 members; --
4 A Yes.
5 Q -- is that correct? 8:43AM
6 A Yes.
7 Q Okay. Thank you.
8 Okay. I want to go to Exhibit 3,
9 Plaintiff's Exhibit 3, which is -- you said some
10 of yours are not marked; is that correct? 8:43AM
11 A What does it look like there?
12 Q It's an invoice from Winters, King and
13 Associates, Inc.
14 A I have it.
15 Q Okay. Okay. Okay. Yesterday I believe 8:43AM
16 you identified this document as a copy of a bill
17 that was sent to you by the law firm of Winters,
18 King and Associates for their work in preparing
19 and filing the necessary papers for incorporating
20 the Patriot Guard Riders, Inc.; is that correct? 8:44AM
21 A Yes.
22 Q Okay. The top of this document it shows
23 that the bill is dated February 28th, 2006;
24 correct?
25 A Yes. 8:44AM

1 Q And this is obviously after the 8:44AM
2 incorporation date of Patriot Guard Riders, Inc.;
3 right? If you want you can refer back to --
4 A After --
5 Q -- Exhibit 1. 8:44AM
6 A Yes.
7 Q Because that was February 21st, 2006. Do
8 you agree or --
9 A Yeah, I don't have that -- yes.
10 Q Okay. And this document identifies at the 8:44AM
11 bottom a balance due of $1,681; correct?
12 A Yes.
13 Q And I believe you testified that you paid
14 the Winters Law Firm for their services with your
15 own money; -- 8:45AM
16 A Yes.
17 Q -- is that correct?
18 And I believe you further testified that
19 you were not reimbursed by Patriot Guard
20 Riders -- 8:45AM
21 A Yes.
22 Q -- for this payment; is that right?
23 At the time you made this payment did you
24 tell the other Board members of Patriot Guard
25 Riders that you had made this payment? 8:45AM

1 A I don't think -- there wasn't a board at 8:45AM
2 that time that I can recall. I don't remember.
3 Q Okay.
4 A February, well, there may have been. I
5 don't recall whether I told them or not. 8:45AM
6 Q You can't recall whether you told them, but
7 do you know whether there was a board?
8 A I can't recall.
9 Q Okay.
10 A I'm trying to -- trying to -- see, I don't 8:45AM
11 remember how far along we were in trying to get
12 organized at that time, whether we actually had a
13 board or not. I don't remember.
14 Q Okay. Can I direct your attention back to
15 Exhibit 1. 8:46AM
16 A Okay. Legally, yeah, we had a board.
17 Q Okay. And who were the other --
18 A Would have been Jason --
19 Q -- board members?
20 A -- Wallin and Kurt Mayer. 8:46AM
21 Q Okay. Thank you.
22 So you don't know whether you told them --
23 A I don't remember --
24 Q -- that you had made this payment?
25 A -- whether I -- 8:46AM

1 Q Or that it had come out of your personal 8:46AM
2 funds obviously then? You wouldn't -- you don't
3 know whether you would have told them that?
4 A No.
5 Q Did you request reimbursement from Patriot 8:46AM
6 Guard Riders, Inc.?
7 A Probably not. I don't know. I don't know
8 that we had any funds at that time other than --
9 I mean I was paying the bills personally so I
10 don't -- I don't recall whether I requested 8:46AM
11 reimbursement or not --
12 Q Okay.
13 A -- or just considered it a donation.
14 Q You considered it a donation?
15 A I said or just. I don't recall. 8:47AM
16 Q Okay. Okay. Can we move to Exhibit No. 6,
17 please? Now this is a document on the bottom
18 that has Brown 010220. And the e-mail at the top
19 has the name Betsy M. Lattimer. I'm not sure who
20 that is. Somebody who works here? 8:47AM
21 MS. BLUE: She's the paralegal in our
22 office that printed it, yeah.
23 MR. O'MALLEY: Yeah.
24 A Hold it up.
25 MS. BLUE: That's an extra copy; so 8:47AM

1 let's just do that for you. 8:47AM
2 A All right.
3 Q (Mr. O'Malley) Okay. You testified
4 yesterday about this document and noted that it
5 includes a communication from Snap; is that 8:47AM
6 correct? If you look towards the bottom of the
7 page.
8 A Yes.
9 Q And Snap is Bill Lines; --
10 A Yes. 8:48AM
11 Q -- is that correct?
12 Do you know how you spell his last name?
13 A L-i-n-e-s.
14 Q Okay. Do you know whether Bill Lines used
15 the user name Snap67 on PGR's website? 8:48AM
16 A No, I don't.
17 Q Okay.
18 A I don't know.
19 Q That's fine.
20 And Bill died -- I'm sorry. Bill Lines 8:48AM
21 died early last year; is that correct?
22 A Yeah. Yes.
23 Q Did you attend his funeral?
24 A Yes.
25 Q And you personally knew Mr. Lines? 8:48AM

1 A Yes. 8:48AM
2 Q And he was at one time the Secretary for
3 Patriot Guard Riders; is that correct?
4 A I don't remember.
5 Q Was he on the Board -- 8:48AM
6 A Yes.
7 Q -- with you at some point in time?
8 A Either officially or unofficially. We had
9 some times when there were people that were -- I
10 guess you could say advisors. We were still 8:49AM
11 struggling with structure; so we had people that
12 would attend conference calls and offer input
13 and, you know, it wasn't a real well-defined
14 structure at that time. I know Bill was on
15 conference calls and he offered input; and so my 8:49AM
16 inclination was he was on the Board, but I
17 couldn't swear to it.
18 Q Okay. Fair enough.
19 And he later took over as President of --
20 I'm sorry -- of Patriot Guard Riders after your 8:49AM
21 resignation; --
22 A Yes.
23 Q -- correct?
24 Okay. Do you consider Mr. Lines that he
25 was an honorable man? 8:49AM

1 A Absolutely. 8:49AM
2 Q Truthful man?
3 A Yes.
4 Q Man of integrity?
5 A Yes. 8:49AM
6 Q Do you believe that he would have ever had
7 any reason to lie about matters pertaining to the
8 PGR?
9 A I don't think so.
10 MS. BLUE: Object. Calls for 8:50AM
11 speculation.
12 Q (Mr. O'Malley) Pertaining to you? Would
13 he have ever had any reason to lie about matters
14 pertaining to you?
15 A Not that I know of. 8:50AM
16 Q Pertaining to this trademark opposition?
17 A Not that I know of.
18 Q Okay. Okay. I believe you also testified
19 yesterday that you heard about a funeral for a
20 deceased soldier in Edmond, Oklahoma, where the 8:50AM
21 WBC would be protesting; is that correct?
22 A Yes.
23 Q And you further testified that you were
24 unable to find any information about this funeral
25 on the -- on the internet or wherever and 8:50AM

1 therefore resorted to using the WBC's website to 8:50AM
2 find out the funeral arrangement, times, dates,
3 whatnot; right?
4 A Yes.
5 Q Was the name of the deceased soldier for 8:50AM
6 who the funeral was being held was it David
7 Jeffrey Martin?
8 A I believe it was.
9 Q Okay. Did that funeral take place on
10 November 8th of 2005? 8:50AM
11 A Yes.
12 Q Okay. I believe you further testified that
13 you rode to the funeral in Edmond; is that
14 correct?
15 A Yes. 8:51AM
16 Q You rode on your bike?
17 A Yes.
18 Q Why did you go to the funeral?
19 A To show my support for this fallen soldier
20 and for his family. 8:51AM
21 Q Okay. And were there other bikers?
22 A Yes.
23 Q Riders?
24 I apologize. Is the proper term bikers?
25 Riders? 8:51AM

1 A Yes. 8:51AM
2 Q They can be used interchangeably. Okay.
3 I'm still, after a few of this, learning lingo
4 and whatnot.
5 Okay. But so there were other bikers in 8:51AM
6 attendance as well?
7 A Yes.
8 Q Doing the same thing -- they were there for
9 the same purpose you were there?
10 A I'm assuming they were there for the same 8:51AM
11 purpose.
12 Q Okay. Who were these other bikers?
13 A There was the group from Mulvane, Kansas,
14 American Legion Riders.
15 Q Okay. 8:51AM
16 A There were Combat Vets, Christian
17 Motorcycle Association. There were various
18 groups as well as I'm sure individuals.
19 Q Okay. And had you gone to other funerals
20 like this with other bikers prior to this date? 8:52AM
21 A Yes.
22 Q Okay. And is it fair to say that you did
23 not come up with the idea of attending to see
24 soldiers funerals to honor them and to protect
25 them from protesting -- 8:52AM

1 A Yes. 8:52AM
2 Q -- at the WBC?
3 A Yes.
4 Q I believe you also testified yesterday that
5 you on -- I'm sorry. On your ride to Edmond, I 8:52AM
6 believe you testified that you came up with the
7 idea to use the internet to kind of set up a
8 nationwide network information center to alert
9 other bikers, veterans, of upcoming military
10 funerals; is that correct? 8:52AM
11 A Yes.
12 Q Isn't it true that while you were attending
13 this November 8th funeral that you discussed this
14 idea with other bikers in attendance there?
15 A Yes. 8:53AM
16 Q Who -- which bikers -- who did you speak
17 with?
18 A There was a group of them, but specifically
19 American Legion Riders from Mulvane, Kansas.
20 There were probably half a dozen or so. 8:53AM
21 Q Okay.
22 A And there was some other riders there from
23 other groups, but I -- I had gone to missions
24 that they had done and so I talked with them
25 about it. 8:53AM

1 Q Okay. Do you remember any of these 8:53AM
2 individual's names who you spoke with?
3 A Yeah, just a minute. Because I remember
4 their road names better than their real names.
5 Q That's fine. Give me what you've got. 8:53AM
6 A Bronco 6. I'm sorry, I'm drawing a blank.
7 I can't -- I can't think of their names now.
8 Q Was one of them -- was the name Terry
9 Houck?
10 A Yes. 8:54AM
11 Q Houck. I don't know how to pronounce his
12 name.
13 A Yes.
14 Q He was one of the -- is he Bronco 6 or is
15 that another individual? 8:54AM
16 A I don't remember.
17 Q Okay. Fair enough.
18 Okay. And then you've further stated --
19 oh, what was their reaction to your idea?
20 A No problem. 8:54AM
21 Q No problem?
22 A Yeah, I told them what I was going to do
23 and they said great.
24 Q Okay. So they thought it was a good idea?
25 A Yeah. 8:54AM

1 Q Okay. Okay. You further stated that after 8:54AM
2 you came home from the funeral that day -- so on
3 November 8th -- that you sent out e-mails to
4 individuals, organizations, to alert them to what
5 was happening with the WBC and to increase 8:55AM
6 participation at military funerals.
7 A I don't think I sent any out to
8 individuals.
9 Q Okay.
10 A Because I didn't know any individuals. 8:55AM
11 Q Okay.
12 A But I searched on the internet for
13 motorcycle and veteran groups across the
14 country --
15 Q Okay. 8:55AM
16 A -- and sent them to the groups. Now I say
17 that. There would have probably been an
18 individual's e-mail address that it went to, but
19 I didn't know them.
20 Q Sure. Okay. Fair enough. 8:55AM
21 Okay. Let's move on to Exhibit 8. Okay.
22 So you have Exhibit 8?
23 A Yes.
24 Q Okay. This is an e-mail string going back
25 and forth between you and Jason Wallin with all 8:56AM

1 the e-mails dated November 10th, 2005; is that 8:56AM
2 correct?
3 A Yes.
4 Q Okay. Midway on this page one of the
5 e-mails is from you to Jason Wallin, which 8:56AM
6 identifies it as being sent at 1:41 p.m. --
7 A Yes.
8 Q -- on November 10th.
9 Okay. In this e-mail you state, Jason, I
10 already have a logo that I did. I used to be in 8:56AM
11 that business also. I also already have a
12 company working on patches, arm bands and flags.
13 Thank the guys for me. I'm sure we can avail
14 ourselves of their offer down the road. Thanks,
15 Jeff Brown Twister, Broken Arrow, Oklahoma. 8:57AM
16 Okay. When you state in there the part
17 that we can avail ourselves who were you
18 referring to?
19 A My wife and I.
20 Q What indication in there includes your 8:57AM
21 wife?
22 A We.
23 Q How would Jason Wallin know who we means in
24 that context?
25 A Because that's who I live with. I mean he 8:57AM

1 knew that Bonnie and I lived together, we were 8:57AM
2 married, that she was part of what I was doing.
3 Q Okay. On November 10th, 2005, he knew
4 this?
5 A Yeah. 8:57AM
6 Q Okay. When did you first come to have
7 contact with Jason Wallin?
8 A I don't remember. It would have been right
9 around that date.
10 Q And so he was aware at that time -- 8:58AM
11 A That I was --
12 Q -- that you were married? Who your wife
13 was?
14 A Well, I don't know if he knew her name, but
15 he knew I was married. 8:58AM
16 Q Okay. How do you know he knew that? Had
17 you provided any documentation to that?
18 A No. I wouldn't have a reason to send him
19 any documentation of the fact that I was married.
20 Q Okay. I'm just trying to understand how he 8:58AM
21 would know you were married.
22 A I would have told him. I mean we got --
23 Q By e-mail?
24 A I don't know whether it was e-mail or over
25 the telephone or -- but I knew he was married, 8:58AM

1 had kids. 8:58AM
2 Q At that time?
3 A (Witness nods head.)
4 Q I understand you had a relationship going
5 beyond that. I'm just trying to understand as of 8:58AM
6 November 10th at 1:41.
7 A I couldn't say exactly at that time, but I
8 would assume so.
9 Q Okay. Looking through this entire
10 document, this Plaintiff's Exhibit 8, do you see 8:59AM
11 the words Patriot Guard Rider or Patriot Guard
12 Riders anywhere on this document?
13 A No.
14 Q And you referred in that e-mail to Jason
15 that you said I already have a logo that I did. 8:59AM
16 Is that logo that you prepared illustrated
17 anywhere on this document?
18 A Not on this document, no.
19 Q Okay. So -- stepping a little aside. So
20 based on this e-mail and from your testimony 8:59AM
21 earlier is it fair to say that you prepared this
22 logo at some point in time between when you
23 arrived home from the funeral in Edmond,
24 Oklahoma, on November 8th, 2005, and the time of
25 this e-mail? 9:00AM

1 A Yes. 9:00AM
2 Q Okay. So somewhere in between that time
3 you prepared --
4 A Yes.
5 Q -- the logo? 9:00AM
6 A Yes.
7 Q All right. I want to go back to Exhibit 7
8 if we can. This is your trademark application,
9 this document.
10 A Okay. 9:00AM
11 Q Okay. So just to reiterate. This is your
12 trademark application for the mark Patriot Guard
13 Rider; is that correct?
14 A Yes.
15 Q Let's turn to the fourth page of this 9:00AM
16 document. There's no page numbers at the bottom.
17 Okay. About the middle part of this there's a
18 spot that says goods and/or services and basis
19 information. And below that it says
20 international class and below that it says 035. 9:01AM
21 A I'm not --
22 Q Are we on the right page? No, I think
23 you're one too far.
24 A All right. Yes.
25 Q Okay. And the description states 9:01AM

1 association services namely promoting the 9:01AM
2 interest of families of deceased military members
3 and families of deceased veterans. Do you see
4 that?
5 A Yes. 9:01AM
6 Q Going a couple lines up, it shows that the
7 first use anywhere date is identified as at least
8 as early as 10-27-05, October 27th, 2005; is that
9 correct?
10 A Yes. 9:01AM
11 Q Okay. Now you advised that you came up
12 with the idea to use the internet as of
13 November 8th, 2005; correct?
14 A Yes.
15 Q So what type of use of the mark Patriot 9:02AM
16 Guard Rider took place on or before October 27th,
17 2005?
18 A Okay. When you say the mark what are you
19 referring to?
20 Q I'm referring to the mark of your 9:02AM
21 application, which is Patriot Guard Rider.
22 A Okay.
23 Q So by this document you've stated that you
24 you -- the first use of that mark, Patriot Guard
25 Rider, anywhere was at least as early as 9:02AM

1 October 27th, 2005. 9:02AM
2 A Probably the first use of it anywhere would
3 have been, if I'm not mistaken, when I started
4 sending out e-mails because I think it was -- I
5 think it was included in those e-mails. I'm 9:03AM
6 starting an organization -- and I'm just
7 paraphrasing -- Patriot Guard Riders. And I
8 think there's exhibits showing that.
9 Q Okay. In those e-mails that you're
10 referring to, are those the ones that you 9:03AM
11 referred to when you came back from the ride --
12 A Yes.
13 Q -- in Edmond, Oklahoma?
14 A Yes.
15 Q So that was November 8th, 2005? 9:03AM
16 A Yes.
17 Q So is this date incorrect?
18 A Is this 10-27, 2005? No, because it
19 says -- oh, I see what you're saying. This says
20 October. I guess it is. 9:03AM
21 Q Okay. Do you know -- actually, let's skip
22 to the back of this a little bit. Two pages
23 farther than that, if you can move there.
24 A Past that? You're saying past?
25 Q Go forward two farther pages, yes. You're 9:04AM

1 going the right way. 9:04AM
2 A Go forward --
3 Q Yeah.
4 A -- two farther.
5 Q So on here there's a part that says 9:04AM
6 signature information; correct? Do you see that?
7 A Yes.
8 Q Okay. And to the right it says signature
9 and there's a backslash and then J.A. Brown and
10 then another backslash; is that correct? 9:04AM
11 A Yes.
12 Q So is that what would constitute your
13 electronic signature?
14 A I assume. I don't know. I mean are you
15 saying with the backslashes? I don't know what 9:04AM
16 those mean. I didn't prepare this; so I don't
17 know.
18 MS. BLUE: I'm going to ask you to
19 rephrase that. I think in this context it kind
20 of calls for a legal conclusion. 9:05AM
21 MR. O'MALLEY: Okay.
22 Q (Mr. O'Malley) Okay. Backing up. Did you
23 prepare this application --
24 A No.
25 Q -- and file it? 9:05AM

1 going the right way. 9:04AM
2 A Go forward --
3 Q Yeah.
4 A -- two farther.
5 Q So on here there's a part that says 9:04AM
6 signature information; correct? Do you see that?
7 A Yes.
8 Q Okay. And to the right it says signature
9 and there's a backslash and then J.A. Brown and
10 then another backslash; is that correct? 9:04AM
11 A Yes.
12 Q So is that what would constitute your
13 electronic signature?
14 A I assume. I don't know. I mean are you
15 saying with the backslashes? I don't know what 9:04AM
16 those mean. I didn't prepare this; so I don't
17 know.
18 MS. BLUE: I'm going to ask you to
19 rephrase that. I think in this context it kind
20 of calls for a legal conclusion. 9:05AM
21 MR. O'MALLEY: Okay.
22 Q (Mr. O'Malley) Okay. Backing up. Did you
23 prepare this application --
24 A No.
25 Q -- and file it? 9:05AM

1 A Not that I remember. 9:05AM
2 Q And file it? You don't remember?
3 A No.
4 Q Did you --
5 A I don't know whether I did or John Jacobs 9:05AM
6 did.
7 Q Okay. Okay. But moving -- farther moving
8 down it shows signatory's name as Jeff Brown;
9 correct?
10 A Yes. 9:05AM
11 Q And your -- signatory's position as
12 executive director; correct?
13 A Yes.
14 Q And it says it was signed on November 9th,
15 2006; -- 9:05AM
16 A Okay.
17 Q -- is that correct?
18 Why -- if you didn't file this document,
19 why would there be a signature that you -- why
20 would your signature be provided on there as 9:05AM
21 signing the document and filing it?
22 A I'm saying --
23 MS. BLUE: I need to object again
24 because I think in this context it does call for
25 him to have a legal conclusion and it also 9:06AM

1 requires him to understand the electronic filing 9:06AM
2 requirements at the Trademark Office. And he's
3 already stated that Jacobs helped him with the
4 application.
5 MR. O'MALLEY: Okay. 9:06AM
6 Q (Mr. O'Malley) Okay. Moving past that,
7 this document a little bit above it where the
8 signature information --
9 A Where are we now? Excuse me.
10 Q A little bit above signature information. 9:06AM
11 A Same page.
12 Q Yeah, same page. Says fee information.
13 And right next to -- and below that it says
14 number of classes. And to the right, six. The
15 fee per class is $275, and the total fee due is 9:06AM
16 1,650; is that correct?
17 A Yes.
18 Q Who paid that fee?
19 A I have to assume that I did. I don't --
20 Q But you don't know? 9:07AM
21 A -- recall. I remember sending John Jacobs
22 or sending money for having this done, whether he
23 had me send it to him or had me send it wherever
24 the Trademark Office payment is, I don't know. I
25 remember paying. I don't remember if it was for 9:07AM

1 this particular item or not. 9:07AM
2 Q Okay. And you don't know whether you paid
3 him or whether you paid the Trademark Office?
4 A I can't remember for sure.
5 Q You don't remember the mode of payment? 9:07AM
6 Check?
7 A No.
8 Q Credit card? Cash?
9 A Well, it wasn't cash. It would have been
10 check or credit card, but I don't remember for 9:07AM
11 sure.
12 Q Okay. But when did you pay him?
13 A I'm sorry, I don't remember.
14 Q Would it have been before you -- before
15 this application was filed or after? 9:08AM
16 A I don't remember.
17 Q Okay. Okay. Let me go -- all right.
18 Let's go back two pages back to where that
19 international class 035 is identified. Are you
20 at that spot? 9:08AM
21 A Yes.
22 Q Going down a couple lines from there it
23 shows that the first use in commerce date is at
24 least as early as November 9th, 2005; correct?
25 A Yes. 9:08AM

1 Q Okay. What type of use in commerce of the 9:08AM
2 mark Patriot Guard Rider took place on or before
3 November 9th, 2005?
4 A Well, it would have been I'm assuming
5 sending it in an e-mail and/or creating the logo. 9:09AM
6 Q Creating the logo --
7 A Yes.
8 Q -- constitutes use in commerce from your
9 understanding?
10 MS. BLUE: Objection. Calls for a legal 9:09AM
11 conclusion.
12 A I don't know what constitutes use in
13 commerce. It may have been -- that date could
14 have been when I sent the order to have patches
15 made. I don't know. 9:09AM
16 Q (Mr. O'Malley) Okay. Do you know why
17 November 9th, 2005, was selected as the date of
18 first use in commerce?
19 A No, not right offhand.
20 Q Going back to your signature information, 9:10AM
21 two pages forward your position is identified as
22 executive director; correct?
23 A Yes.
24 Q Okay. And this application indicates that
25 it was filed on November 9th, 2006; correct? 9:10AM

1 A Yes. 9:10AM
2 Q Okay. Now -- now I understand you're not
3 sure as to whether you filed the application or
4 whether John Jacobs filed the application, but
5 was this application intended to be filed on your 9:11AM
6 own behalf or on behalf of Patriot Guard Riders,
7 Inc.?
8 A On my own behalf.
9 Q So why is there reference to you being
10 executive director? Do you refer to yourself as 9:11AM
11 the executive director of yourself?
12 A John Jacobs said that's what to put in the
13 position line. That's what my attorney advised
14 me to do on that.
15 Q So you filled out this application? 9:11AM
16 A Well, whether he filled it out or I filed
17 it out, that would have been at his advice.
18 Q Okay.
19 A I don't remember filling it out.
20 Q Okay. 9:11AM
21 A I'm not saying I didn't. I don't remember.
22 Q Okay. Sure. And that's -- executive
23 director is the position you held in Patriot
24 Guard Riders before your resignation; correct?
25 A Yes. 9:12AM

1 Q Okay. And your resignation occurred prior 9:12AM
2 to your filing of this trademark application;
3 correct?
4 A Well, it would have been right about the
5 same time. I don't know which occurred first. 9:12AM
6 Q Okay. Okay. Turning -- let's turn to the
7 last page of this document. It's a picture of
8 riders on there. This is a picture that was
9 submitted as a specimen in connection with this
10 trademark application; correct? Can you describe 9:12AM
11 this picture for me?
12 A It appears to be riders on an honor mission
13 or a funeral mission, Patriot Guard Riders.
14 Q Okay. Are you in this picture?
15 A No. 9:12AM
16 Q Okay.
17 A Well, wait. I don't think that's me back
18 there. No, this doesn't look -- all I got to do
19 is look at the trees. No, that's not me. That's
20 not our area. 9:13AM
21 Q The trees? Okay.
22 Okay. You had -- not worrying about any
23 documents at the moment. You testified yesterday
24 that at some point in time after you resigned
25 that the PGR refused to accept your donations for 9:13AM

1 specific purposes; is that correct? 9:13AM
2 A That's what I was told.
3 Q That's what you were told. Okay.
4 Do you believe that the PGR was required to
5 accept donations from you? 9:13AM
6 A I have no idea.
7 Q Okay. From others? Is the PGR mandated to
8 accept donations from whoever wants to give money
9 for whatever purpose?
10 A I have no idea legally what that -- 9:14AM
11 Q At the time when you were the president was
12 that the case?
13 A I don't recall ever having thought about
14 it.
15 Q Okay. 9:14AM
16 A That I would decline a donation.
17 Q What if somebody or some group had wanted
18 to make a donation to Patriot Guard Riders while
19 you were the president but that organization's
20 positions with regard to certain things were 9:14AM
21 adverse to PGR's interest, would you have
22 accepted their donations?
23 MS. BLUE: Object to form.
24 A I would probably have referred that to an
25 attorney because I -- I don't know whether that's 9:14AM

1 something that legally a nonprofit organization 9:15AM
2 can do or not.
3 Q (Mr. O'Malley) Okay. Fair enough.
4 Okay. You also testified yesterday that
5 you had agreed to resign in part at least because 9:15AM
6 you believed that Wallin -- Jason Wallin -- was
7 the only person who had access to the PGR servers
8 and website, like he kind of had control of it
9 all; is that correct?
10 A Yes. 9:15AM
11 Q And you stated that one of the reasons that
12 you agreed to resign was because of the fear that
13 because of that Jason could have potentially shut
14 down the PGR --
15 A Yes. 9:15AM
16 Q -- in essence; right?
17 Isn't it true that Jason Wallin never told
18 you or anybody else that he would ever consider
19 doing that?
20 A Yes. 9:15AM
21 Q Okay. Okay. I believe you also testified
22 yesterday that at some point in time you sent an
23 e-mail to Jason Wallin with the PGR logo and said
24 to him something like, here, why don't we use
25 this and put it up on the website; is that 9:16AM

1 correct? Something along those lines. 9:16AM
2 A Yes.
3 MS. BLUE: Can you clarify time frame,
4 Jim? I'm sorry.
5 MR. O'MALLEY: This would have been very 9:16AM
6 early on, like right about the time the
7 organization got started, the website is
8 registered and the organization is starting to
9 build.
10 Q (Mr. O'Malley) Can you tell me how -- how 9:16AM
11 did it come about that the logo you had designed
12 came to be put on the website?
13 A I would have e-mailed it to him in a JPEG
14 format and then he would have done whatever --
15 Q Okay. 9:16AM
16 A I don't know how -- what he would have had
17 to have done to get it on the website. I don't
18 know.
19 Q Okay. But you testified that you
20 instructed him to put it up; -- 9:17AM
21 A Yes.
22 Q -- is that correct?
23 And that by your giving him that
24 instruction that carried over to equating to the
25 license you granted to the organization to use 9:17AM

1 the logo for noncommercial purposes? 9:17AM
2 MS. BLUE: Object. Calls for a legal
3 conclusion.
4 Q (Mr. O'Malley) You can answer.
5 A Yes. 9:17AM
6 Q Okay. I wanted to turn to Plaintiff's
7 Exhibit 9 if you have that in front of you.
8 A What am I --
9 Q It's an e-mail. Says right on the top
10 Jeff. This e-mail that we were just talking 9:17AM
11 about, is this e-mail the one that you're
12 referring to? Take your time to read through it.
13 MS. BLUE: I'm going to -- actually,
14 Jeff, before you answer. I want to object to the
15 form of the question. Ask you to rephrase it. I 9:18AM
16 didn't want to object in the middle of his trying
17 to look at the exhibit. I'd like to have you
18 clarify that a little bit.
19 MR. O'MALLEY: I don't remember exactly
20 what I asked. 9:18AM
21 MS. BLUE: We can have her read it back.
22 *(Whereupon, the court reporter read*
23 *back the previous question.)*
24 Q (Mr. O'Malley) All right. I'll re-ask it.
25 So you had just stated that you had sent an 9:19AM

1 e-mail to Jason saying, hey, why don't we use 9:19AM
2 this logo, which you would have attached the logo
3 as a JPEG or some other computer file and
4 instructed him to put it up on the website;
5 correct? 9:19AM
6 A I don't know if this is the e-mail or --
7 according to what I have written there was a logo
8 attached, but I don't know if this is the first
9 one I sent him or not.
10 Q Okay. Have you -- if this is not the 9:19AM
11 e-mail, do you have other e-mails that show this
12 instruction?
13 A Not to my knowledge. I don't know. I've
14 gone through all of my e-mails, and I've given
15 Rachel everything that I can find. 9:20AM
16 Q Okay.
17 A But this doesn't say anything about putting
18 it on the website; so I don't know that this was
19 it.
20 Q Okay. 9:20AM
21 A That's your copy.
22 Q Actually, hang on to it, please. Going to
23 the top there -- I'm sorry, moving down to the
24 bottom of it first right above you're saying,
25 Thanks, Jeff Brown Twister, you say I have 9:20AM

1 attached the logo? 9:20AM
2 A Yes.
3 Q And in response to your e-mail that you
4 sent out, Jason Wallin responded, FYI, I threw up
5 a placeholder at www.patriotguard.org. Do you 9:20AM
6 see that?
7 A Yes.
8 Q Okay. Do you know whether -- I'm sorry.
9 Let me rephrase.
10 Isn't it true that what Jason Wallin did 9:20AM
11 then was put the logo on PGR's website at that
12 time?
13 A I have no idea what a placeholder is.
14 Q Okay. Okay. Let's go to Exhibit 10,
15 please, which is an invoice for ordering United 9:21AM
16 States flag 228155. Do you have that? On the
17 bottom it says Brown 010325?
18 A Yes.
19 Q You testified yesterday that you paid this
20 bill with your own money; is that correct? 9:21AM
21 A Yes.
22 Q You also testified that PGR never
23 reimbursed you for this payment; is that correct?
24 A Yes.
25 Q Did you ever request reimbursement for 9:21AM

1 these funds from PGR? 9:21AM
2 A No.
3 Q Okay. Let's move to Exhibit 11. This is a
4 large stack, mainly of invoices. And the first
5 one it says Brown 010277. It's a fairly thick 9:22AM
6 stack --
7 A I don't think I have that one.
8 Q -- I'm guessing you don't have that one.
9 Okay. You testified yesterday that this set of
10 documents included a number of invoices that were 9:22AM
11 paid by you with your own money; --
12 A Yes.
13 Q -- is that correct?
14 A Yes.
15 Q You also testified that PGR never 9:22AM
16 reimbursed you for these payments; --
17 A Yes.
18 Q -- is that correct?
19 Did you ever request reimbursement for any
20 of these funds -- 9:22AM
21 A No.
22 Q -- from the PGR? No?
23 A No.
24 Q Okay. Thank you. All right.
25 Exhibit 12. This is identified on the 9:22AM

1 bottom right as Brown 010246. And in the top 9:23AM
2 left Betsy M. Lattimer's name is provided.
3 A Yes.
4 Q Okay. You got that?
5 A Yes. 9:23AM
6 Q Can you please read this document at the
7 spot that starts PGR name and logo? Can you just
8 read the entire thing all the way down to your
9 name?
10 A PGR name and logo. Several members have 9:23AM
11 asked me to make different items.
12 Q I'm sorry, can you go back? The word me is
13 not included in there. Can you re-read?
14 A Okay. I'm sorry.
15 Q No problem. 9:23AM
16 A PGR name and logo. Several members have
17 asked to make different items incorporating the
18 Patriot Guard Riders name and logo.
19 Unfortunately, we have had to ask that this not
20 be done, and I think everyone needs to know why. 9:24AM
21 The name Patriot Guard Riders, our logo, as well
22 as the phrase "Riding With Respect" are all
23 trademarked to protect the identity of the
24 organization. Attorneys have cautioned us that
25 if we allow its unlicensed use, should we ever 9:24AM

1 have to go to court to enforce the trademark 9:24AM
2 protection, our case could be severely hampered
3 by the fact that a precedent has been set for its
4 unlicensed use. Folks, we're not trying to be
5 jerks about this. We're just trying to make sure 9:24AM
6 our organization is fully protected from those
7 who might want to discredit us in the future.
8 Thanks for your understanding and cooperation.
9 Q Okay. Can you direct me to any spot in
10 this statement that you just read that gives any 9:24AM
11 indication that you as an individual, as opposed
12 to PGR, was the owner of the PGR name or logo?
13 A No.
14 Q Okay.
15 A Just that my name is on it saying this is 9:25AM
16 why we're doing it.
17 Q Okay. Thank you.
18 Let's turn to Exhibit 13. This on the
19 bottom right says Brown 007748.
20 A Yes. 9:25AM
21 Q Okay. In this document down towards the
22 bottom you identified November 15th, 2005, as the
23 earliest date of a sale of goods bearing the mark
24 Patriot Guard Rider; is that correct?
25 A Okay. Yes. 9:26AM

1 Q Okay. Was the organization using, the PGR 9:26AM
2 organization -- this is long prior to
3 incorporation. Was the PGR organization at that
4 time using the name or logo prior to this date in
5 connection with the services performed in 9:26AM
6 connection with their mission on the website?
7 A I'm not sure I understand your question on
8 that.
9 Q I'm asking this date shows that the first
10 use of the mark in connection with the sale of 9:26AM
11 any type of goods according to you is
12 November 15th, 2005; correct?
13 A Okay.
14 Q Was the mark being used by the organization
15 in connection with its services, the 9:26AM
16 noncommercial purposes, prior to November 15th,
17 2005?
18 A It would have been -- it would have been in
19 the e-mails that I sent out prior to that. I
20 don't know what date the website was launched, 9:27AM
21 but whenever the website was launched, it would
22 have been on there.
23 Q Okay.
24 A It would not have been worn by any members
25 at any missions prior to that. 9:27AM

1 Q Isn't it possible that members could have 9:27AM
2 taken -- sorry. Let me rephrase.
3 I believe you had stated earlier, testified
4 earlier, that the logo was up on the website when
5 you sent it to Jason, whether -- regardless of 9:27AM
6 whether you gave him permission or not, but that
7 the logo was put up on the website soon after it
8 was registered; is that correct?
9 A It was put up on the website whenever the
10 website was launched. 9:28AM
11 Q Okay.
12 A I don't remember -- I don't remember when
13 it was launched, and I don't remember a website
14 ever going up without the logo on it.
15 Q Okay. 9:28AM
16 A But I can't tell you when that -- when he
17 got the website built.
18 Q Okay. Can we go back to Exhibit 9 for a
19 second, please. This is -- I'm not sure if you
20 have that or not. 9:28AM
21 A I have it.
22 Q Okay. This is one on November 10th you
23 sent an e-mail out that says at the bottom, I
24 have attached the logo; correct?
25 A Yes. 9:29AM

1 Q And that e-mail was sent to, looking here, 9:29AM
2 maybe about -- I was going to say maybe about 10,
3 15 individuals, but also at least one
4 association, the Combat Veterans Motorcycle
5 Association. Who knows how many people have 9:29AM
6 access to that. Is that --
7 A Yes.
8 Q -- fair?
9 So at least as of November 10th, 2005, each
10 of those people had the logo that you would have 9:29AM
11 sent to them; is that correct?
12 A I would assume so, yes.
13 Q Okay. Is it possible that any of those
14 people could have printed out that logo and taped
15 it to their bikes, taped it to their clothing if 9:29AM
16 they went on a --
17 A No.
18 Q It's not possible?
19 A I can't see that ever happening. If you
20 want to say it was possible, then -- I mean 9:30AM
21 that's a big stretch.
22 Q How -- how would it be a big stretch to hit
23 print on your computer and put some tape on your
24 motorcycle and tape it on there?
25 A I've never seen that I can recall -- in all 9:30AM

1 of the motorcycle functions I've attended I've 9:30AM
2 never seen anyone with paper taped to them or
3 their bike.
4 Q Okay. But this was a brand new
5 organization. 9:30AM
6 A Okay.
7 Q Somebody wanted to let them know who they
8 were, what they were about. All I'm asking is is
9 it possible?
10 A I've answered that. I -- anything is 9:30AM
11 possible, but I can't --
12 Q Okay.
13 A -- imagine that.
14 Q Fair enough.
15 Can we turn to Exhibit 16, please. This is 9:31AM
16 the legal size paper. If you have that one, it
17 will stand out.
18 A Yes.
19 Q Okay. Can you turn to the second page of
20 this document? And there's a post by an 9:31AM
21 individual by the name of Richard IndyHarley
22 Wilbur; --
23 A Yes.
24 Q -- is that correct?
25 And this post is dated September 4th, 2006; 9:31AM

1 correct? 9:31AM
2 A Yes.
3 Q At that time -- do you know who Richard
4 Wilbur is?
5 A Yes. 9:31AM
6 Q At that time was he the state captain for
7 the State of Indiana?
8 A Don't know.
9 Q Okay. Below his signature it does say SC
10 Indiana PGR; correct? 9:32AM
11 A Yes.
12 Q Okay. So do you know whether he was ever a
13 state captain of Indiana?
14 A Yes.
15 Q You just can't verify that time? 9:32AM
16 A Yeah.
17 Q Okay. Is it clear from his post that he is
18 not certain who is the owner of the PGR
19 trademark?
20 MS. BLUE: Objection. Calls for 9:32AM
21 speculation.
22 Q (Mr. O'Malley) What does his post say?
23 A Who actually owns the PGR trademark and/or
24 copyright? Just curious if anyone really knows.
25 Q Based on your understanding based on his 9:32AM

1 statement does he know who's the owner? 9:32AM
2 A I don't know if he knows or not. He's
3 asking if anyone else knows.
4 Q Okay. Fair enough.
5 MR. O'MALLEY: Need a break? 9:33AM
6 A No, I'm just going to get some Sweet'n Low.
7 Q (Mr. O'Malley) Okay. Are you ready?
8 A Yes.
9 Q Can we go to Exhibit 19, please. That has
10 on the bottom right Brown 010167, and, again, the 9:33AM
11 name Betsy M. Lattimer at the top left. It's an
12 e-mail document.
13 A Yes.
14 Q Okay. Have it?
15 A Yes. 9:34AM
16 Q Now this is an e-mail from John Jacobs to
17 you, correct, dated January 18th, 2007?
18 A Yes.
19 Q Okay. And in this he's providing you with
20 a message that he's used before in an attempt to 9:34AM
21 stop people from using PGR name or mark; --
22 A Yes.
23 Q -- is that correct? Okay. In the part
24 right below where it says forwarded message, it
25 says, from eBay member PGR John. Do you know -- 9:34AM

1 is that John Jacobs? 9:34AM
2 A Okay. Hold on just a minute. Oh, from
3 eBay member --
4 Q PGR John.
5 A -- PGR John. I don't know. 9:35AM
6 Q Okay. Farther down there it says subject
7 and question for item number and there's a long
8 number.
9 A Wait a minute. I'm sorry.
10 Q Sure. 9:35AM
11 A If -- that eBay member PGR John is not John
12 Jacobs because John Jacobs' e-mail address is
13 MN -- if you look at the top, completely
14 different.
15 Q I agree that that's his e-mail address. 9:35AM
16 This is eBay member number. I think those are
17 two separate --
18 A Oh, okay.
19 Q -- items.
20 A Then, no, I don't know. 9:35AM
21 Q Okay. Going down to where it says subject.
22 And it starts out with question for item number,
23 and there's a long number there. And then says
24 Yamaha Vstar V-star Roadstar star 650 1100 Royal
25 Star. Says the same thing below under item. 9:36AM

1 Is that a bike? A motorcycle? 9:36AM
2 A Well, a Yamaha V-star or Roadstar is a
3 motorcycle. If I'm not mistaken on this, that
4 may be eBay the way they -- the categories.
5 Q Different ways you could search for this -- 9:36AM
6 A Yeah. Yeah.
7 Q -- to find --
8 A I think that's --
9 Q But so a Yamaha V-star, Roadstar, whatever
10 their -- that's referring to a bicycle? A 9:36AM
11 motorcycle.
12 A A motorcycle, yeah.
13 Q Not a bicycle a motorcycle. Sorry. I'm
14 offending everybody in the room.
15 MS. BLUE: Well, at least two people. 9:37AM
16 Q (Mr. O'Malley) Okay. And below this --
17 below the dash line there the phrase that it says
18 this is the message that he's saying -- I'm
19 sorry. Going back to top, Jeff. He says, Jeff,
20 this was the message I used successfully on 9:37AM
21 several occasions.
22 A Yes.
23 Q So scrolling down to the bottom where it
24 says dear sir or Madam, this is the message that
25 John Jacobs has used in the past; correct? 9:37AM

1 A Yes. 9:37AM
2 Q Okay. And presumably in connection with
3 this Yamaha V-star otherwise why would it be
4 there; is that correct?
5 A I'm assuming, yes. 9:37AM
6 Q Okay. And so his statement says, I am an
7 attorney for the Patriot Guard Riders and Jeff
8 Brown, the Executive Director of PGR. I am
9 writing to demand that you remove the referenced
10 auction because it infringes PGR intellectual 9:37AM
11 property and falsely creates an impression of a
12 relationship with the PGR organization and the
13 auctioned item. I will report the auction to
14 eBay as infringing PGR's rights if you do not
15 immediately remove the auction or revise it to 9:38AM
16 remove the unauthorized use of the Patriot Guard
17 Riders' name and logo. If necessary, we will
18 take further action. Sincerely, and it ends
19 there. Is that correct? Is that a --
20 A Yes. 9:38AM
21 Q -- true reading of that?
22 Okay. In this communication, or this
23 message, he identifies himself as the attorney
24 for Patriot Guard Riders and for you, the
25 Executive Director; is that correct? 9:38AM

1 A Yes. 9:38AM
2 Q Did Mr. Jacobs represent both you and the
3 PGR?
4 A Probably. I mean it was -- in the early
5 stages I had probably discussed other things 9:38AM
6 besides the trademark -- I don't recall right
7 offhand ever just -- I can't recall specifics,
8 but being an attorney and being a PGR member, I
9 may have called him on something other than
10 trademark. I don't recall right offhand. 9:39AM
11 Q Okay. Okay. Now you had previously
12 testified that you licensed PGR for noncommercial
13 items, such as its website and the like; right?
14 A Yes.
15 Q That's correct? But that you held and 9:39AM
16 retained the exclusive rights to the trademarks
17 for commercial items.
18 A Yes.
19 Q For the sale of goods; correct?
20 A Yes. 9:39AM
21 Q So in this message John Jacobs references
22 that the seller of the motorcycle needs to
23 discontinue the auction because it infringes PGR
24 intellectual property; is that correct?
25 A That's what it says. 9:40AM

1 Q He does not state that this infringes your 9:40AM
2 intellectual property; correct?
3 A Well, he mentions that he is the attorney
4 for me and for the PGR.
5 Q I understand that. 9:40AM
6 A But also I did -- this is -- when I got
7 that would have been the first time I would have
8 seen that; so I don't know.
9 Q That's fine.
10 Okay. But this message does not state that 9:40AM
11 it infringes your intellectual property?
12 MS. BLUE: Object to the extent it calls
13 for a legal conclusion.
14 A Well, I'm going to disagree with you
15 because he includes the fact that he is my 9:40AM
16 attorney. So if he has an objection to what
17 they've got listed, and he did not believe it was
18 my intellectual property, why would he have put
19 my name into it at all?
20 Q (Mr. O'Malley) I don't know. That's a 9:41AM
21 good question, isn't it?
22 Nonetheless, he says, I am writing to
23 demand because it infringes PGR intellectual
24 property. He does not state because it infringes
25 Jeff Brown's intellectual property. 9:41AM

1 A He does not state that -- 9:41AM
2 Q Okay.
3 A -- specifically.
4 Q Thank you.
5 Okay. So now again, from what you told me, 9:41AM
6 you were the owner of the marks for commercial
7 purposes?
8 A Yes.
9 Q So I know I'm going to know the answer to
10 this based off this already, but why would Jacobs 9:41AM
11 identify PGR's intellectual property and the
12 creation of a false impression of relationship
13 with the PGR organization in connection with a
14 sale of a good?
15 MS. BLUE: Objection. Asked and 9:41AM
16 answered.
17 Q (Mr. O'Malley) Okay. Can you hang on to
18 that for one more second.
19 A Sorry.
20 Q Farther down Mr. Jacobs further states that 9:41AM
21 he will report the auction to eBay as infringing
22 PGR's rights, not yours; correct?
23 A That's what he states.
24 Q Okay. Thank you. Now you can put that one
25 away. 9:42AM

1 Okay. Can we turn to Exhibit 20, please. 9:42AM
2 This is -- there's no document number at the
3 bottom right, but it's an e-mail. And the top
4 says Diane Goswick.
5 MS. BLUE: Diane Goswick is my 9:42AM
6 assistant.
7 MR. O'MALLEY: I know. I've seen it. I
8 just -- pronunciation.
9 MS. BLUE: Yeah.
10 Q (Mr. O'Malley) Do you have that? 9:42AM
11 A Yes.
12 Q This is down at the bottom an e-mail from
13 Ronny Awtry to you.
14 A Yes.
15 Q Subject "Riding With Respect" logo. And is 9:42AM
16 it -- in it he says, I am writing you in hopes of
17 securing usage to print large, quote, Patriot
18 Guard Riders, Riding With Respect, unquote,
19 vinyls for usage on my race car.
20 Basically he's seeking -- from what you 9:43AM
21 testified yesterday he's seeking your permission
22 to use that logo; is that correct?
23 A Yes.
24 Q Do you know whether Ronny Awtry also sought
25 permission to use that logo from the PGR, 9:43AM

1 Incorporated? 9:43AM
2 A I have no idea.
3 Q Okay. Thank you. That's it.
4 Connection with -- let's go to Exhibit 21,
5 please, which is PGR's first trademark 9:43AM
6 application.
7 A What's it look like?
8 MS. BLUE: Should look like -- this is
9 it.
10 A No, that's 7. 9:44AM
11 MS. BLUE: That's 7. I'm sorry.
12 A Well, let me just look at yours.
13 Q (Mr. O'Malley) Okay. This is Patriot
14 Guard Riders, Inc.'s trademark application for
15 the logo Patriot Guard Riders, Riding With 9:44AM
16 Respect; is that correct? You can turn to the
17 second to last page if that helps you there.
18 A Yes.
19 Q And you had testified yesterday that Jason
20 Wallin from your understanding and from what you 9:44AM
21 see on the face of this document prepared and
22 filed this trademark application; correct?
23 A Yes.
24 Q The time of filing when Jason Wallin filed
25 this document did you know whether Jason Wallin 9:44AM

1 was an attorney? 9:44AM
2 A No.
3 Q Do you know whether he had any knowledge
4 with regard to the filing of trademark
5 applications? 9:45AM
6 A No, I don't know firsthand.
7 Q Okay. Thank you.
8 We move to Exhibit 22, please. Do you have
9 that?
10 A Yes. 9:45AM
11 Q Okay. This is an e-mail -- two e-mails.
12 First one from you to somebody named Husky and
13 then also to Jason Wallin dated November 9th,
14 2005. And then a response from Jason Wallin.
15 Correct? Response from Jason Wallin to you. 9:45AM
16 A I'm not finding. Oh, wait. Let me go
17 back. I'm not finding --
18 Q The first --
19 A -- anything about Husky on here. Where am
20 I looking? 9:45AM
21 MS. BLUE: Here. Right here, Jeff
22 (indicating).
23 A To Husky. Okay, yes.
24 Q (Mr. O'Malley) Okay. Can you point me to
25 any use of the words Patriot Guard Rider or 9:46AM

1 Patriot Guard Riders anywhere on this document? 9:46AM
2 A No.
3 Q How about the PGR logo?
4 A No.
5 Q Okay. Okay. That's it. 9:46AM
6 A Is this yours or mine?
7 MS. BLUE: Mine.
8 Q (Mr. O'Malley) Can we now turn to
9 Exhibit 26, please? Do you have that? The one
10 at the top says just thinking outside the box. 9:46AM
11 A Got it.
12 Q Okay. So this document shows there's an
13 e-mail -- starting on the first page, there's an
14 e-mail from you dated December 5th, 2007, at
15 10:04 a.m. which runs the second page and into 9:47AM
16 the third page.
17 MS. BLUE: I'm sorry, are you on 26 or
18 6?
19 MR. O'MALLEY: 26.
20 A Okay. 9:47AM
21 Q (Mr. O'Malley) Okay. And then above that
22 on the fist page is a response from Raymond and
23 Pam Russell to you.
24 A Okay.
25 Q And then a further reply back from you as 9:47AM

1 well; right? 9:47AM
2 A Yes.
3 Q Can we turn to the second page of this
4 document? So this is the part where you are
5 writing to I guess it would be Raymond and Pam 9:47AM
6 Russell. I'm not sure if it's one or the other
7 specifically, but their e-mail address.
8 A Yes.
9 Q Fourth paragraph down begins I told you.
10 A Yes. 9:48AM
11 Q You see that? Let's go to the second
12 sentence there still on the first line. Says, as
13 you may know, back when I started Twister's store
14 a PGR member, who is an attorney, contacted me
15 and said he would handle the trademark issues pro 9:48AM
16 bono.
17 Okay. Is that attorney John Jacobs?
18 A Yes.
19 Q When it says he contacted you, when did he
20 contact you? Can you give me a time frame on 9:48AM
21 that?
22 A It would have been prior to this e-mail.
23 Q So you have no idea --
24 A No, I don't remember.
25 Q -- of the time? 9:49AM

1 A No, I can't remember when he initially 9:49AM
2 contacted me.
3 Q Okay. But based on what we've discussed
4 earlier, it would have been prior to your
5 resignation -- 9:49AM
6 A Yes.
7 Q -- from the Board?
8 A Yes.
9 Q At a minimum; right?
10 A Yes. 9:49AM
11 Q Here you state that you started Twister's
12 store. Prior to your resignation at the place
13 where you could purchase -- any individual could
14 purchase PGR gear or goods was that store ever
15 referred to as Twister's or was that change made 9:49AM
16 after your resignation?
17 A The change officially as far as the logo
18 and everything was made after.
19 Q What do you mean by the logo?
20 A The logo on the website. 9:49AM
21 Q Are you referring to the Patriot Guard
22 Rider logo?
23 A No. No, no, no, no. The store's logo.
24 I'm sorry.
25 Q Okay. 9:50AM

1 A I can't say whether it was ever referred to 9:50AM
2 as Twister's store. I'm sure in e-mails and
3 posts there's probably reference to Twister's
4 store prior to that.
5 Q Have you provided us with any documentation 9:50AM
6 to that effect?
7 A I don't know. I wasn't particularly
8 looking for that; so I don't recall whether --
9 Q Okay.
10 A -- it's in documentation or not. 9:50AM
11 MR. O'MALLEY: I would ask, Rachel, if
12 there is any such documentation prior to his
13 resignation that refers to his store as Twister's
14 store --
15 MS. BLUE: We'll look and see. 9:50AM
16 MR. O'MALLEY: -- that we be provided.
17 MS. BLUE: I don't know that I'm going
18 to be able to do it for you today.
19 MR. O'MALLEY: Perfectly understand
20 that. 9:51AM
21 MS. BLUE: I'll check.
22 MR. O'MALLEY: Just a few pages of
23 documents.
24 MS. BLUE: One or two.
25 Q (Mr. O'Malley) Okay. Back to that same 9:51AM

1 paragraph, second line down, the third sentence. 9:51AM
2 It says, over the next year we worked on it, and
3 I assumed it had all been completed; is that
4 correct?
5 A Yes. 9:51AM
6 Q Okay. Did Mr. Jacobs ever tell you how
7 much it would cost to file the trademark
8 application?
9 A I remember him saying, okay, when we file
10 this it's going to be this much and this is going 9:51AM
11 to be this much. I don't recall if there was
12 ever a -- him saying the total thing is going to
13 cost this.
14 Q Okay. Did he ever tell you that there
15 were -- okay. Let's back up. I wanted to 9:51AM
16 introduce --
17 MS. BLUE: Jim, before you introduce can
18 we take a quick restroom break?
19 MR. O'MALLEY: Sure.
20 *(Following a short recess at 9:52* 9:52AM
21 *a.m., proceedings continued on the Record at*
22 *10:10 a.m.)*
23 Q (Mr. O'Malley) Okay. I'd like to
24 introduce Defendant's Exhibit 1. Okay. This is
25 a document produced by the PGR in response to one 10:10AM

1 of your discovery requests as evidenced by the 10:10AM
2 bottom right. It says PGR 003093.
3 Okay. This is kind of an e-mail exchange
4 between you and John Jacobs taking place in
5 February of 2006; is that correct? 10:11AM
6 A Yes.
7 Q Okay. In the middle there's an e-mail from
8 John Jacobs to you dated Monday, February 6th,
9 2006. In there he says, Jeff, I'd be happy to
10 get the name/logo registered. No charge for my 10:11AM
11 time. There are some government fees involved.
12 $750 to register for both nonprofit activities
13 and for PGR store goods, possibly more if there
14 are objections filed or to register the words and
15 the logo in both categories; is that correct? 10:11AM
16 A Yes.
17 Q Okay. So at that time, February 6th, 2006,
18 you had obviously been in contact with John
19 Jacobs at least as of that date; correct?
20 A Yes. 10:11AM
21 Q Okay. And at that time John Jacobs is
22 informing you that there are government fees
23 involved in connection with the filing of
24 trademark applications?
25 A Yes. 10:12AM

1 Q So by his telling you that he's basically 10:12AM
2 indicating that he would be not paying for those
3 government filing fees, but he is stating I'm not
4 going to charge for my time, for my services, but
5 I'm not going to front the money or pay the money 10:12AM
6 for the actual filing. Is that correct?
7 A No, I'm not reading it that way. It
8 doesn't say whether he's going to front the money
9 and me reimburse him or whether I'm going to pay
10 it. It doesn't say. 10:12AM
11 Q Okay. But would you read this -- would you
12 understand that you would ultimately be paying
13 this money?
14 A Yes.
15 MS. BLUE: Objection. Asked and 10:12AM
16 answered.
17 Q (Mr. O'Malley) Okay. So I believe you had
18 said yesterday that at the time when your
19 application was filed that you had actually
20 believed that the trademark application had been 10:13AM
21 filed prior to that?
22 A Yes.
23 Q If not long before that, months before
24 that; correct?
25 A Yes. 10:13AM

1 Q Had you ever paid John Jacobs for the 10:13AM
2 filing fees of a trademark application prior to
3 that time?
4 MS. BLUE: I'm going to object as to
5 form because I'm not even really quite clear 10:13AM
6 about the phrasing of that. Can you rephrase,
7 please?
8 MR. O'MALLEY: Sure.
9 Q (Mr. O'Malley) So prior to the filing of
10 your trademark application, which happened on 10:13AM
11 November 9th, 2006, before that date had you paid
12 money for the filing fees of a trademark
13 application either to John Jacobs to reimburse
14 him or to the Trademark Office directly?
15 A I'm not positive, but I'm 99 percent sure, 10:14AM
16 yes, because I -- I don't recall -- I don't --
17 well, I'm not positive. I'll just leave it at
18 that.
19 Q Okay. Can I ask -- I know you said you're
20 not positive. 99 percent. If you had done such 10:14AM
21 a payment, you had said -- I believe you said
22 earlier you would likely would have paid by check
23 or credit card?
24 A Yeah, I wouldn't have paid in cash.
25 Q Okay. So you would have documentation or 10:14AM

1 you could get documentation to prove such a 10:15AM
2 payment?
3 A Yes.
4 Q Okay. Can I ask that you --
5 A I will certainly look. 10:15AM
6 Q -- provide us with that if it exists?
7 A And I'm assuming I'm going to be looking
8 for if it was a check made out to John Jacobs or
9 to who?
10 Q Trademark Office. 10:15AM
11 A Trademark Office?
12 Q United States Patent and Trademark Office
13 or something along those lines.
14 A And a credit card would be -- do they
15 take -- does the Trademark Office take credit 10:15AM
16 cards?
17 MS. BLUE: Yes, they do.
18 MR. O'MALLEY: Currently they do. At
19 the time of '06 I'm not positive whether they did
20 or not. 10:15AM
21 MS. BLUE: I don't know either.
22 A I will --
23 MR. O'MALLEY: Okay. And so that would
24 be for some time between February 6th, 2006, and
25 November 9th, 2006, when the application was 10:15AM

1 actually filed. 10:15AM
2 Q (Mr. O'Malley) Okay. We can step away
3 from that document and go back to Exhibit 26.
4 That's the one you got there. If you can turn to
5 the second page. That same fourth paragraph that 10:16AM
6 we had previously been talking about where it
7 starts with I told you.
8 A Yes.
9 Q Okay. Four lines down towards the
10 right-hand side you state, my attorney got the 10:17AM
11 final step done about 30 minutes later. Does
12 that mean -- does that help reflect -- refresh
13 your recollection as to whether you filed the
14 application or John Jacobs filed the application?
15 A I think John Jacobs did. 10:17AM
16 Q Okay.
17 A Now that 30-minute time period, that was
18 just a guess. I don't know what the actual
19 time --
20 Q Okay. Okay. Farther down in this document 10:17AM
21 there's a bunch of bullet points. If you can go
22 to the fourth one. And this says, Wallin filed
23 it under PGR, Inc., which was not even a, quote,
24 legal, unquote, association at the time of
25 filing. What did you mean by that? 10:17AM

1 A Don't know. I don't remember. 10:18AM
2 Q Okay.
3 A I'm -- I don't know.
4 Q Okay. But it's true that Patriot Guard
5 Riders, Incorporated was incorporated as we 10:18AM
6 discussed earlier February 21st, 2006; correct?
7 A My understanding, yes.
8 Q And that is before the time when Jason
9 Wallin filed the trademark application?
10 A My understanding on -- from my experience 10:18AM
11 with the corporation -- or setting up the
12 501(c)(3) is that you fill out the -- all of
13 the -- all of the paperwork and then there is a
14 questionnaire type thing that has to be filled
15 out. And you have -- because this was a big 10:19AM
16 stink. You have 12 or 18 months or some time
17 period to get that questionnaire filled out and
18 sent in, whether it's to the State or the IRS or
19 whomever. And then your corporation is finalized
20 as of the date of the filing. So that may be 10:19AM
21 what I'm referring to there is that at that
22 period in time it had not all been completed
23 because the questionnaire was not done and sent
24 in, but it was later completed and the
25 corporation was formed legally retroactive to the 10:19AM

1 date of the initial filing. 10:19AM
2 Q Okay. But you're not sure --
3 A No.
4 Q -- that that's what you're referring to
5 here? 10:20AM
6 A Right. But I am sure that that is the
7 process.
8 Q Okay. But a 501(c)(3) relates to purposes
9 for the federal government with regard to the IRS
10 and taxes. And I'm not a corporate attorney. I 10:20AM
11 don't claim to have --
12 A Nor am I.
13 Q -- perfect knowledge with regard to that.
14 But according to our Exhibit 1, the State
15 of Oklahoma recognized Patriot Guard Riders, Inc. 10:20AM
16 as a legal corporation as of February 21st, 2006?
17 A Right.
18 Q Okay.
19 A And I'm giving my explanation in layman
20 terms. 10:20AM
21 Q That's fine.
22 Okay. I wanted to ask prior to the
23 incorporation of the PGR, February 21st, 2006,
24 you had testified yesterday that one of the
25 reasons you and others decided to incorporate was 10:21AM

1 because people -- there were questions with 10:21AM
2 regard to donations, like how to handle them, --
3 A Yes.
4 Q -- whatnot.
5 Did people make donations to the PGR 10:21AM
6 organization prior to its incorporation?
7 A No, not to my knowledge because we -- if
8 I'm not mistaken, the instructions were we're not
9 set up to take donations. I don't recall any
10 specific instance where donations were given. 10:21AM
11 But we had several people that had contacted
12 us --
13 Q Okay.
14 A -- about donations.
15 Q You had testified earlier that in 10:21AM
16 connection with all the invoices we had looked at
17 that you stated that you paid those invoices for
18 goods out of your own money; correct?
19 A Yes.
20 Q And that you were never reimbursed for 10:22AM
21 those; --
22 A Right.
23 Q -- correct?
24 And that you never asked the Patriot Guard
25 organization to be reimbursed? 10:22AM

1 A It wasn't their expense. 10:22AM
2 Q Okay. So -- okay. Okay. Okay. Back --
3 we discussed kind of the interplay between
4 Exhibits 9 and 13, if you have those again. 9 is
5 the one on the top left that says Jeff. It's an 10:23AM
6 e-mail.
7 A I've got 9 and 13.
8 Q Okay.
9 A Yes.
10 Q You got them both? Okay. So this is the 10:23AM
11 one where -- Exhibit 9 you have a statement where
12 you say -- you send an e-mail on November 10th,
13 2005, where you say I have attached the logo?
14 A Yes.
15 Q And then Exhibit 13 you have a statement, 10:23AM
16 an e-mail to John Jacobs, saying January 23rd,
17 2007, saying I did some research, found the first
18 invoice for two PGR vest patches was written on
19 November 15th, 2005. It's a little farther down
20 the page. 10:24AM
21 A Yes.
22 Q And I had asked you a question before about
23 whether it was possible that people would have
24 printed out the logo and put it on their bike or
25 whatever. 10:24AM

1 A Yes. 10:24AM
2 Q And you said you didn't believe it would
3 happen, but it's possible; correct?
4 A Yes.
5 Q Okay. Do you believe that those 10:24AM
6 individuals, if they were on a mission or
7 attending a funeral, in between this time of
8 November 10th and November 15th, would they have
9 referred to themselves at that time as Patriot
10 Guard Riders? Told other people what they were 10:25AM
11 doing at that time?
12 A Probably.
13 Q Okay. Okay. Can we back up and go to
14 Exhibit 14. And this -- I don't have -- there's
15 no Bates numbers on it, but at the top left it's 10:25AM
16 Diane Goswick.
17 MS. BLUE: Have we already talked about
18 it?
19 MR. O'MALLEY: We didn't talk about it
20 today. 10:25AM
21 Q (Mr. O'Malley) And the exhibit is located
22 kind of more in the middle of the page if that
23 helps you find it.
24 A Oh.
25 MS. BLUE: I can't find mine. Do you 10:26AM

1 want me to make a copy real quick? 10:26AM
2 MR. O'MALLEY: Sure.
3 *(Whereupon, there was a pause in the*
4 *Record.)*
5 Q (Mr. O'Malley) Exhibit 14 on the bottom 10:28AM
6 part of this is a posting by Whirlwind; right?
7 A Yes.
8 Q And you testified yesterday that that is
9 Bill --
10 A Richart. 10:28AM
11 Q -- Richart. He corrected me this morning.
12 I realize I've been saying his name wrong all
13 these years, and he's never told me. Bill
14 Richart.
15 Okay. Going down to the last paragraph on 10:28AM
16 there that runs into the next page. He states,
17 it is also correct that if we lose this dispute,
18 we will lose the right to conduct our missions
19 under the name Patriot Guard Riders. I can
20 assure you there will be no attempts to secure a 10:28AM
21 license from the opposer if he should win. There
22 was an anonymous poll among the state captains,
23 and I don't believe there was -- I have to take
24 the staple out. I can't read it -- there was a
25 single vote in favor of the opposer owning our 10:29AM

1 name and logo. He, the opposer, is aware of this 10:29AM
2 poll and -- does it say the results? My copy now
3 is --
4 A Yes.
5 Q Okay. He is absolutely aware that it will 10:29AM
6 destroy the existing organization that has
7 performed every mission since fall 2005. He has
8 contacted members in many states to form his new
9 organization if he should win his so that he may
10 continue to personally profit. 10:29AM
11 You testified yesterday that it was not
12 your intention -- in the event that you should
13 prevail in this trademark opposition proceeding,
14 it is not your intention to shut down the PGR or
15 whatnot; right? 10:30AM
16 A Yes.
17 Q Okay. Isn't it true though that if you
18 owned the marks that you would in essence control
19 the organization?
20 A No. 10:30AM
21 MS. BLUE: Object to the extent it calls
22 for a legal conclusion.
23 Q (Mr. O'Malley) So you would allow the PGR
24 to just use the marks without any input from you
25 or would you control their use? 10:30AM

1 A I would control the use of the marks, but I 10:30AM
2 would not restrict -- have no intention of
3 restricting the PGR's use for association
4 purposes.
5 Q Okay. How -- do you know how the PGR is 10:30AM
6 funded?
7 A I think.
8 Q Can you explain to me how?
9 A I understand --
10 Q Your understanding. 10:31AM
11 A Through donations and through the sale of
12 PGR goods.
13 Q Would it surprise you to know that the
14 primary funding of the PGR is through their sale
15 of goods? 10:31AM
16 A Yes.
17 Q It would surprise you?
18 A Yeah.
19 Q So it wouldn't surprise you that PGR in
20 order to maintain itself to continue to operate 10:31AM
21 would have to sell goods? They couldn't rely on
22 donations alone.
23 A I'm sorry, what's the question?
24 Q Do you believe that the PGR could exist
25 after this if they didn't own the trademarks and 10:31AM

1 had no right to sell goods? 10:31AM
2 MS. BLUE: Objection.
3 MR. O'MALLEY: Let me back up.
4 MS. BLUE: Calls for speculation.
5 Q (Mr. O'Malley) If you prevailed in this, 10:31AM
6 the PGR would need to fund itself somehow;
7 correct?
8 A Yeah.
9 Q It would have to have funds available to
10 operate? 10:32AM
11 MS. BLUE: Objection as to form. I mean
12 you can answer if you know, but --
13 A Yes.
14 Q (Mr. O'Malley) Okay. And do you believe
15 that the PGR could operate solely on donations 10:32AM
16 alone?
17 A Yes.
18 Q You do believe that?
19 A It did before.
20 Q When? 10:32AM
21 A Prior to -- when was it -- December of '07
22 when they opened the PGR gear store.
23 Q Okay. I don't believe that date is
24 correct.
25 A Whatever the date was. 10:32AM

1 Q Okay. It was soon after your resignation, 10:32AM
2 correct, which was in November of '06?
3 A Okay, '06 instead of '07. Whatever --
4 whatever the year was.
5 Q Okay. But so would PGR -- if PGR wanted to 10:33AM
6 sell goods to help sustain its funding, would
7 they be forced to agree to your terms?
8 A Yes.
9 Q Okay. Okay. Let's move away from that.
10 A Okay. 10:33AM
11 Q I'd kind of like to get -- I know we've had
12 a lot of discussion here in the last two days. I
13 kind of just want to get a firm handle on
14 certain -- certain items with regard to this
15 case. I want to sum up that your testimony is 10:33AM
16 that you as an individual first used the word
17 mark Patriot Guard Rider and the PGR logo and
18 then later granted a license to the PGR
19 organization to use those marks in connection
20 with noncommercial purposes. Is that correct? 10:34AM
21 MS. BLUE: Object to the extent it calls
22 for a legal conclusion.
23 A Okay. Could -- I'm sorry, could you repeat
24 that?
25 Q (Mr. O'Malley) Sure. I'll try and break 10:34AM

1 it down. It got a bit long here. 10:34AM
2 You have testified that you as an
3 individual used the word mark Patriot Guard Rider
4 and the PGR logo before the organization did; is
5 that correct? 10:34AM
6 A In the extent that I created it, yes. If
7 that's what you're -- I'm not quite sure what
8 you're alluding to.
9 Q No, I'm asking about use in commerce. Use
10 anywhere. I understand that you've stated that 10:34AM
11 you created the logo and created the name. But
12 I'm asking about the first use of the mark.
13 It's been your testimony that you as an
14 individual first used those marks prior to the
15 organization using the marks? 10:35AM
16 MS. BLUE: Same objection.
17 A I don't know how to answer that. From the
18 time of the inception of the idea in my head.
19 Q (Mr. O'Malley) Which was November 8th,
20 2005? 10:35AM
21 A 2005.
22 Q Okay.
23 A That evening I used it to send out e-mails,
24 and those were my personal e-mail address; so
25 yes. I guess the answer to that is yes. 10:35AM

1 Q Okay. And now again, any communication in 10:36AM
2 any of those e-mails, if you have them, if you
3 haven't produced them, that show the use of the
4 name Patriot Guard Rider, Patriot Guard Riders,
5 the PGR logo, like an illustration of it, where 10:36AM
6 you're talking about that, I'd like to see those.
7 A If -- if I still have them, they've been
8 produced.
9 Q Okay. Fair enough.
10 Okay. And then you stated that after your 10:36AM
11 use -- or in connection with these e-mails --
12 that you later granted a license to the
13 organization to use the marks in connection with
14 noncommercial purposes; correct?
15 MS. BLUE: Object to the extent it calls 10:36AM
16 for a legal conclusion, but you can answer.
17 A I don't -- I don't think there was ever
18 anything written if -- if that's what constitutes
19 permission. In my mind when I sent it to Jason
20 via JPEG and said, here, let's use this on the 10:37AM
21 website or throw this up on the website or
22 whatever, that is granting use for noncommercial
23 use or purposes.
24 Q (Mr. O'Malley) Okay. And so whenever that
25 happened -- obviously you sent it to Jason for 10:37AM

1 that purpose -- was the organization in existence 10:37AM
2 then?
3 A Yes, it would have been.
4 Q Okay. At least you and Jason, if not more?
5 A Yeah. Otherwise there would have been -- 10:37AM
6 Q Okay.
7 A -- no reason to send it.
8 Q Okay. Okay. So did you specifically
9 advise anybody within the PGR organization of
10 this license or your permission? 10:38AM
11 A At what time? When I sent it to Jason?
12 Q Sure. And soon after that.
13 A If I sent it -- or let me back up.
14 When I sent it and said put it on the
15 website, that to me is granting permission. He 10:38AM
16 was a member of the PGR association; so the
17 answer is yes.
18 Q Okay. How would he have known then that he
19 couldn't use that to sell goods?
20 A He and I discussed that. 10:39AM
21 Q Okay. That was in a telephone conversation
22 or in e-mails?
23 A I couldn't tell you --
24 Q Okay.
25 A -- which. 10:39AM

1 Q Okay. Moving forward in time to the time 10:39AM
2 when Patriot Guard Riders, Inc. was incorporated.
3 So now we've moved forward from November of '05
4 to February of '06.
5 A Okay. 10:39AM
6 Q I believe you stated that the license, the
7 permission you had granted to the organization,
8 would also extend to the corporation; is that
9 correct?
10 MS. BLUE: Object to the extent that it 10:39AM
11 calls for a legal conclusion. And I'm going to
12 ask you to rephrase. I'm not even sure I
13 understand what you're asking.
14 Q (Mr. O'Malley) Okay. He -- so moving
15 forward in time from the original time of the 10:39AM
16 organization and the -- the forming of the
17 organization.
18 A Prior to incorporation?
19 Q Prior to incorporation. Right. Then we
20 move forward in time to February of '06, the time 10:40AM
21 when you and others -- you're incorporating the
22 PGR.
23 A Yes.
24 Q Okay. I believe you had testified
25 yesterday that the permission you had granted to 10:40AM

1 the organization to use the marks for 10:40AM
2 noncommercial purposes was also -- would also be
3 given to the corporation.
4 A I don't know that I ever specifically
5 stated such. 10:40AM
6 Q But that was your intent?
7 A Yes.
8 Q Okay. And so Jason Wallin and Kurt Mayer
9 were your other two co-incorporators --
10 A Yes. 10:40AM
11 Q -- by that document we saw earlier?
12 So at that time, from what you said, it's
13 my understanding you never specifically advised
14 Wallin that the permission granted prior to
15 incorporation would move on to the corporation 10:41AM
16 itself?
17 A No, I said I don't recall.
18 Q You never had that discussion?
19 A I don't recall having that discussion.
20 Q Okay. 10:41AM
21 A I may have, but I don't recall.
22 Q Okay. So the same with regard to Kurt
23 Mayer?
24 A Yes.
25 Q Okay. Do you know whether you informed -- 10:41AM

1 we discussed earlier that the Winters King firm 10:41AM
2 was the firm that prepared the documentation,
3 whatnot, for the incorporation; correct? Did you
4 inform them of this license or this permission
5 that you had granted? 10:41AM
6 A I don't recall.
7 Q Okay. Can we go to Exhibit 27, please.
8 And this is an e-mail from somebody with the
9 lovely name of Ugly Troll. And it's got some
10 highlighting on it. I think all the copies had 10:42AM
11 highlighting so that might help you in finding
12 it. Okay. Okay. So this is a post by someone
13 referred to as Ugly Troll.
14 Do you know who Ugly Troll is?
15 A No. 10:42AM
16 Q Do you know when Ugly Troll joined PGR?
17 A No.
18 Q So Ugly Troll's statement -- and I'm not
19 positive if it's he or she. The highlighted part
20 says -- maybe I can find that from somewhere. He 10:42AM
21 says my wife; so I'm going to guess a man.
22 A That can be dangerous.
23 Q That's what I said, I'm going to guess.
24 Okay. But at the highlighted part he or
25 she says, I have what we believe to be stating 10:42AM

1 known for example since the first day I joined 10:42AM
2 that your store was profit.
3 A Was for profit.
4 Q Right. So we don't know what day Ugly
5 Troll -- 10:43AM
6 A No.
7 Q -- joined; right? So this could very well
8 be after you resigned?
9 A It could be.
10 Q Okay. Can we turn to Exhibit 29, please. 10:43AM
11 Do you have that one?
12 A Yes.
13 MR. O'MALLEY: Do you have it, Rachel?
14 MS. BLUE: If I do --
15 MR. O'MALLEY: It's an e-mail at the top 10:43AM
16 by Bill Miller.
17 MS. BLUE: I got it.
18 Q (Mr. O'Malley) Can we -- let's set it up a
19 little first. The bottom part appears to be an
20 e-mail from somebody named -- or the e-mail 10:43AM
21 address Ebaker1954@aol.com; correct?
22 A Yes.
23 Q And e-mailed to a bunch of people. And I'm
24 not sure whether your name is -- your address --
25 yes, your address -- your e-mail address 10:44AM

1 JeffBrown@valornet.com -- 10:44AM
2 A Yes.
3 Q Do you see where your name is?
4 A Yes.
5 Q So you received this e-mail? 10:44AM
6 A Yes.
7 Q Okay. Can we turn to the second page of
8 this. The second line down there's a sentence
9 that starts -- and I'll read it. It says, that's
10 a sorry statement of their character. I was -- 10:44AM
11 I'm going to guess the word is the -- the one
12 mentioned in an earlier e-mail or post on this
13 whole mess that used Jeff's design to come up
14 with a so-called state PGR -- I'm guessing
15 patch -- first. Jeff saw it at the first GOTH. 10:44AM
16 That stands for Gathering Of The Guard -- I don't
17 know what GOTH stands for. I'm going to guess
18 Gathering Of The Guard in '06, but obviously I
19 don't know -- and asked me about it and gave me
20 permission to use it to help cover expenses in 10:45AM
21 Mississippi. He asked nothing in return.
22 Do you recall --
23 A No.
24 Q -- this?
25 You have no knowledge with regard to 10:45AM

1 what -- 10:45AM
2 A Don't recall --
3 Q -- this gentleman's taking about?
4 A -- ever having seen a patch or having had
5 that conversation with Ed. 10:45AM
6 Q With Ed. Is that who --
7 A Ed Baker, yes.
8 Q Ed Baker. Okay. Is this something that
9 was talked about as the back patch?
10 A Have no idea. 10:45AM
11 Q You have no idea.
12 Okay. But he states that he made a PGR
13 patch and that you later saw it, asked him about
14 it, and then you gave him permission to use it.
15 That's what he says. Is that correct? 10:45AM
16 A That's what he says.
17 Q But you have no recollection?
18 A I don't recall it at all.
19 Q Okay. Can we turn to Exhibit 31, please.
20 Okay. This document states at the top left that 10:46AM
21 it is for Patriot Guard Riders online store; is
22 that correct?
23 A Yes.
24 Q Is this the store that you state you and
25 your wife owned, operated and ran? 10:46AM

1 A Yes. 10:46AM
2 Q Okay. If you turn -- go down to the bottom
3 part of that where it says regarding the PGR
4 online store.
5 A Yes. 10:46AM
6 Q Okay. I'm going to read that regarding the
7 PGR online store. A couple of people have asked
8 about having a friend offer to duplicate some of
9 our stuff for free to help the cause. Our PGR
10 name and log -- which I believe should say 10:47AM
11 logo -- is copyrighted for a reason. The revenue
12 generated from the sale of PGR products enables
13 us to operate this site and continue to grow the
14 organization without any dues, donations or fees.
15 We also have other plans down the road. All 10:47AM
16 associations have their own stores (VFW, AL,
17 RFTW, et cetera) and do not allow reproductions
18 for the same reasons. We've also tried to keep
19 our pricing lower than comparable products
20 through other associations. I hope you 10:47AM
21 understand and support this policy. Best
22 regards, Jeff Twister Brown.
23 What part of this statement indicates that
24 you as opposed to the PGR are the owner of the
25 PGR name and logo? 10:47AM

1 A Doesn't address it at all as to who the 10:48AM
2 owner is.
3 Q What about -- read the part about all
4 associations have their own stores. Doesn't that
5 bring to mind that the association, the PGR, that 10:48AM
6 it's the PGR's store, --
7 A No.
8 Q -- not your store?
9 A No.
10 Q It doesn't? 10:48AM
11 A No.
12 Q Why not?
13 A I mean why would it?
14 Q It says all associations have their --
15 that's possessive of the association. 10:48AM
16 A But it doesn't --
17 Q Their stores.
18 A It doesn't indicate that I have any idea
19 who owns the VFW store or the American Legion
20 store or Run For The Wall, and I still don't. 10:48AM
21 Q Okay. But by the use of the word their?
22 MS. BLUE: Objection. Argumentative.
23 A I don't know what to tell you.
24 Q (Mr. O'Malley) Okay.
25 A It's -- 10:49AM

1 MR. O'MALLEY: Can we take a short 10:49AM
2 break?
3 MS. BLUE: Sure.
4 *(Following a short recess at 10:49*
5 *a.m., proceedings continued on the Record at* 10:49AM
6 *11:12 a.m.)*
7 MR. O'MALLEY: We're done.
8 MS. BLUE: All right. I have a little
9 bit of Redirect.
10 **REDIRECT EXAMINATION** 11:12AM
11 BY MS. BLUE:
12 Q Jeff, let's go to Exhibit 4, which is an
13 e-mail between you and -- well, no. I'm sorry,
14 between Ed Mueller and Jon Tatum. I think you
15 testified yesterday that Mr. Tatum is an 11:12AM
16 accountant and that he had been hired to assist
17 with some accounting matters for the
18 organization?
19 A Yes.
20 Q This e-mail at the -- at the top of it Jon 11:12AM
21 is answering Ed Mueller. And why don't you go
22 ahead and just read that into the record.
23 A The --
24 Q His --
25 A John's reply to Ed? 11:12AM

1 Q To Ed, yes. 11:12AM
2 A Jeff's store had nothing to do with the
3 nonprofit corporation. The nonprofit didn't even
4 exist for most of the time that Jeff had the
5 store. There may have been a short period that 11:13AM
6 Jeff was selling product while the nonprofit was
7 in existence, but I'm not sure what those dates
8 would have been. He operated the store as a sole
9 proprietor for tax purposes. I've never prepared
10 Jeff's tax returns; so I can't say how that was 11:13AM
11 handled. The attorney is correct with the
12 assumption below -- assumptions below; however,
13 the times is what you -- what would hold up in
14 court and with the IRS. Hope this helps. Let me
15 know if you have any other questions. I'm always 11:13AM
16 glad to help. Jon Tatum, Tatum and Associates,
17 Inc.
18 Q Now if we go down to Ed's post below and
19 just that first paragraph, would you read that
20 in. 11:14AM
21 A Hi, Jon. I had spoke to Ronny Awtry about
22 how Jeff ran his store, and he assured me that
23 both you and our attorney stated that Jeff's way
24 was preferable and that the IRS would have no
25 problem with it. 11:14AM

1 Q Okay. Jon is referring up here to -- he 11:14AM
2 says the nonprofit didn't even exist for most of
3 the time that Jeff had the store. Do you know
4 whether he's referring to the nonprofit status of
5 the corporation or the existence of the 11:14AM
6 corporation itself?
7 A I don't know.
8 Q Okay. That's fine. All right.
9 Now a little earlier this morning
10 Mr. O'Malley asked you about a group of invoices 11:15AM
11 that I think are Exhibit 11. And we also had
12 another single invoice that was -- does anybody
13 remember the exhibit number on that?
14 MR. O'MALLEY: 10 I believe.
15 Q (Ms. Blue) 10. And he asked you whether 11:15AM
16 or not you had ever requested reimbursement for
17 those invoices. We established yesterday that
18 you had never been reimbursed. Mr. O'Malley
19 asked you if you ever requested reimbursement.
20 A Are these the invoices for -- 11:15AM
21 Q They're right here.
22 A Oh, okay. Well, the majority of these are
23 invoices for products.
24 Q Right. And I think you testified they
25 weren't the PGR's bills to pay. 11:15AM

1 A No. They had nothing to do with cost to 11:15AM
2 PGR.
3 Q Let me ask you this question.
4 A Now, I'm sorry, you want me to go on to the
5 other invoices? 11:16AM
6 Q No. 11 is a large group of invoices?
7 A Okay.
8 Q And 10 is a single invoice I think for
9 flags. Exhibit 10.
10 A Well, here's from the Trophy Case. 11:16AM
11 Q I understand. Maybe I'm not being clear.
12 This whole group of invoices and also Exhibit 10,
13 which is a single invoice for flags I believe --
14 got it down there. There you go. That's it.
15 A Yes. 11:16AM
16 Q Okay. Mr. O'Malley asked you whether or
17 not you had ever requested reimbursement from the
18 PGR for any of these invoices, and you testified
19 that you had not.
20 A No. 11:16AM
21 Q Did the PGR ever offer any reimbursement to
22 you for those invoices?
23 A No.
24 Q Did your fellow incorporators of the
25 corporation ever -- 11:17AM

1 A No. 11:17AM
2 Q -- ask you -- or offer to reimburse you for
3 that?
4 A No.
5 Q We talked a little earlier this morning 11:17AM
6 about the trademark application, and you said
7 that John Jacobs helped you file your trademark
8 application?
9 A Yes.
10 Q The one that's in your name? 11:17AM
11 A Yes.
12 Q Did you rely on Mr. Jacob' assistance in --
13 A No.
14 Q Are you a trademark lawyer?
15 A No. 11:18AM
16 Q Have you ever filed any trademarks before?
17 A No.
18 Q Do you know whether Mr. Jacobs typically
19 filed trademark applications as part of his
20 practice? 11:18AM
21 A I don't know.
22 Q Okay. Did he -- he volunteered --
23 A Yes.
24 Q -- to prepare that application for you?
25 Okay. Go to Exhibit 9 -- oh, actually, I'm 11:18AM

1 sorry. It's not 9. Hang on a second. I'm 11:18AM
2 sorry, it's Exhibit 22. E-mail between you and
3 Jason if that helps.
4 A I found 21 and 23. I've got them all out
5 of order. 11:20AM
6 Q It may have been one you borrowed from me.
7 If you will look at this, it's the e-mail
8 exchange between you and Jason Wallin. Would you
9 read that statement from Jason up at the top?
10 A BTW, by the way, you now own 11:20AM
11 patriotguard.org domain name and I can host it
12 for you for free. Jason Wallin.
13 Q Jason uses the word you in that
14 communication. Is he referring to PGR, Inc. or
15 is he referring to Jeff Brown? 11:20AM
16 A Jeff Brown.
17 Q Is he communicating with anybody other than
18 you in that e-mail exchange?
19 A No.
20 Q Okay. Let's go to Exhibit 19, which is the 11:20AM
21 e-mail exchange between you and John Jacobs
22 regarding the eBay Yamaha --
23 A Okay.
24 Q -- V-star -- I'm not going to make Jim's
25 mistake and call it a bicycle -- motorcycle. 11:21AM

1 MR. O'MALLEY: I won't do that again. 11:21AM
2 Q (Ms. Blue) Had you authorized John to use
3 this kind of communication in the past? I'm
4 sorry, let me build that foundation a little bit
5 better. 11:22AM
6 John's forwarding to you what appears to be
7 a sample communication that he's used. And he
8 says, this is the message I used successfully on
9 several occasions.
10 Do you recall other occasions where John 11:22AM
11 had sent something similar to this?
12 A Not -- no, not specifically.
13 Q Okay. At this point had you given the
14 organization permission to use Patriot Guard
15 Riders or the logo on noncommercial -- for 11:22AM
16 noncommercial purposes?
17 A Yes.
18 Q If you were an uninformed individual, not
19 part of the membership, you saw goods with
20 Patriot Guard Riders on them, would you assume 11:23AM
21 that the organization had some affiliation with
22 those goods?
23 A Yes.
24 Q There was some sponsorship or authorization
25 given to put the name on those goods? 11:23AM

1 A Yes. 11:23AM
2 Q Is that why John is referencing both you
3 and the organization as a licensee in this
4 communication?
5 A Very possibly. 11:23AM
6 Q Okay. Jeff, do you remember when --
7 actually, let me go back.
8 After you resigned did PGR organization put
9 up a new store immediately to sell goods or was
10 it done some time after that? 11:24AM
11 A I think it was some time after that. I
12 don't know the exact time frame, but I think it
13 took a while.
14 Q Okay. Let's go to Exhibit 27 from our
15 friend Ugly Troll. It's a little hard to read 11:24AM
16 this post. It's all -- this communication is all
17 single spaced. But Jim asked you a few minutes
18 ago if you knew when Ugly Troll had joined the
19 organization.
20 A No. 11:25AM
21 Q And you said you did not know. But let's
22 go back up to the top of this communication. He
23 says, Jeff, well, things seem to be getting a bit
24 dicey lately. He talks about Massachusetts and
25 when he first signed up for the PGR. A state 11:25AM

1 captain that had had some difficulty. Then -- 11:25AM
2 and it's cut off a little bit, but I think
3 about -- let's see, one, two, three, four,
4 five -- six lines down I think we can assume that
5 says approximately -- a year ago the new state 11:26AM
6 captain informed me that he was the target of
7 some disgruntled individuals.
8 Would it be reasonable to assume from this
9 communication that Ugly Troll had been a member
10 of the PGR for at least a year? 11:26AM
11 A Well, if this was sent on January --
12 Q A year before this was sent. I'm sorry.
13 A Yeah. So it would be reasonable to assume
14 he had been a member since at least January of
15 2007. 11:26AM
16 MR. O'MALLEY: Objection. The term
17 approximately doesn't support that.
18 Q (Ms. Blue) Let's go to Exhibit 29. This
19 is the e-mail between EBaker. I think you said
20 that was someone named Ed. 11:27AM
21 A Ed.
22 Q Mr. O'Malley was asking you about this
23 reference on page two of that communication
24 regarding a -- your permission to use some
25 particular patch logo. 11:27AM

1 A Yes. 11:27AM
2 Q And you said you did not really recall
3 that.
4 Were there ever instances where someone had
5 already produced something that you gave 11:27AM
6 particular instructions?
7 A There were a few occasions that I can
8 recall where someone had a patch or sticker or
9 something made up that I found out about after
10 the fact. And this may have been one of those 11:28AM
11 instances. I don't recall it.
12 Q What did you do once you'd found out about
13 it typically? If you remember.
14 A Typically what I would do is find out how
15 many they had made and what they were using them 11:28AM
16 for. And normally they were giving them away to
17 members in their location. But I would typically
18 tell them, okay, go ahead and -- and either get
19 rid of what you've got or sell what you've got,
20 but don't make any more. And that may be what Ed 11:28AM
21 is referring to. I don't know.
22 MS. BLUE: Okay. I think I'm finished.
23 MR. O'MALLEY: Do you want to talk for a
24 second?
25 MR. RICHART: Yes, please. 11:29AM

1 MR. O'MALLEY: Can we take a short 11:29AM
2 break?
3 *(Following a short recess at 11:29*
4 *a.m., proceedings continued on the Record at*
5 *11:39 a.m.)* 11:29AM
6 MR. O'MALLEY: Back on the record.
7 Okay. I have just a few more questions.
8 **RECROSS-EXAMINATION**
9 BY MR. O'MALLEY:
10 Q Going back to the issue of reimbursement. 11:39AM
11 Yesterday I believe you testified that -- and I
12 don't know the time frame specifically on this;
13 so I'll ask you to clarify on that as well. I
14 believe you stated that overall you had covered
15 costs for the PGR something to the effect of 11:39AM
16 about $72,000.
17 A Yes.
18 Q Is that correct?
19 A Yes.
20 Q Can you tell me the time frame on that 11:39AM
21 because I'm not clear. I want to make sure I
22 understand that.
23 A Well, it would have been from its
24 inception.
25 Q By its do you mean the organization -- 11:40AM

1 A Yeah. 11:40AM
2 Q -- or the corporation?
3 A No, from the -- from the very beginning.
4 From November 9th, 2005 -- or November 8th, 2005,
5 up until shortly after I resigned. I had covered 11:40AM
6 a couple things that I had previously committed
7 to take care of, and I think one or two donations
8 after I resigned.
9 Q Okay. Do you have an idea of the amount of
10 money of that 72,000 that you took care of prior 11:40AM
11 to your resignation? Was it --
12 A The vast majority of it.
13 Q The vast majority. Okay. That's fair.
14 Now you had stated that you paid these
15 costs or expenses for various things. And you 11:41AM
16 had testified that you were never reimbursed for
17 that; is that correct?
18 A Yes.
19 Q Did you ever request reimbursement from the
20 PGR from that? 11:41AM
21 MS. BLUE: That was asked and answered
22 yesterday.
23 Q (Mr. O'Malley) So did you consider those
24 to be donations to the PGR?
25 A Donations or costs. When I -- I mean I 11:41AM

1 have always stated that the store was to help 11:41AM
2 fund the PGR so that to me was my responsibility.
3 If the money wasn't in the corporate account,
4 then I covered it. So if it's covering costs or
5 donations or whatever. 11:42AM
6 Q Okay.
7 MR. O'MALLEY: Okay. I think we're
8 done.
9 MS. BLUE: Okay. All right.
10 *(Whereupon, the deposition was* 11:42AM
11 *concluded at 11:42 a.m.)*
12
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SIGNATURE PAGE

I, JEFF BROWN, do hereby certify that the foregoing deposition was presented to me by Nichole M. Myers as a true and correct transcript of the proceedings in the above styled and numbered cause, and I now sign the same as true and correct.

WITNESS my hand this 25 day of April, 2011.

JEFF BROWN

SUBSCRIBED AND SWORN TO before me this 25th day of April, 2011.

Diane Goswick
Notary Public

My Commission Expires:
11-25-2013

DIANE GOSWICK NOTARY PUBLIC STATE OF OKLAHOMA #09009780 EXP. 11/25/13

1 C E R T I F I C A T E

2 State of Oklahoma)
3 County of Tulsa) ss

4 I, Nichole M. Myers, a Certified
5 Shorthand Reporter within and for Tulsa County,
6 State of Oklahoma, do hereby certify that the
7 above named witness was by me first duly sworn to
8 testify the truth, the whole truth and nothing
9 but the truth in the case aforesaid, and that I
10 reported in stenograph his trial deposition; that
11 my stenograph notes were thereafter transcribed
12 and reduced to typewritten form under my
13 supervision, as the same appears herein.

14 I further certify that the foregoing
15 101 pages contain a full, true and correct
16 transcript of the trial deposition taken at such
17 time and place.

18 I further certify that I am not
19 attorney for or relative to either of said
20 parties, or otherwise interested in the event of
21 said action.

22 WITNESS MY HAND AND SEAL this 12th day
23 of April, 2011.

24

25 Nichole M. Myers
NICHOLE M. MYERS, RPR
CSR NO. 1704

Nichole Marie Myers
Oklahoma Certified Shorthand Reporter
Certificate No. 1704
Exp. Date: December 31, 2011

OFFICE OF THE SECRETARY OF STATE

NOT FOR PROFIT
CERTIFICATE OF INCORPORATION

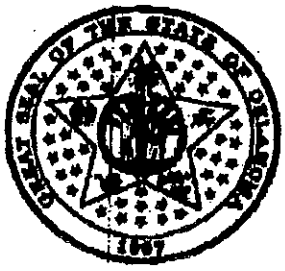
WHEREAS, the Not For Profit Certificate of Incorporation of

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.

Secretary of State

PLAINTIFF'S EXHIBIT

OKLA. MA Secretary of State Electro Filing

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

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:

Perpetual

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

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

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

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

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

Title
Director

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

Title
Director

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

Title
Director

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

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

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 - 2/21/2006

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

[End Of Image]

BYLAWS OF PATRIOT GUARD RIDERS, INC.

ARTICLE ONE OFFICES

The principal office of the corporation, hereinafter referred to as the "Corporation", shall be located at the address set forth in the Articles of Incorporation. The Corporation may have such other offices, either within or without the State of Incorporation, as the Board of Directors may determine from time to time.

ARTICLE TWO MEMBERSHIP

The Corporation shall have only one (1) class of membership, the Board of Directors, which shall be voting members.

ARTICLE THREE BOARD OF TRUSTEES

Section 1. General Powers. The affairs of the Corporation shall be managed by the Board of Directors whose members shall have a fiduciary obligation to the Corporation.

Section 2. Number, Term, and Qualifications. The number of Directors shall be no less that three (3) and no greater than five (5). The term of membership shall be for continuous one (1) year periods, unless removed. Those set forth in the original Articles of Incorporation shall comprise the original Board of Directors.

Section 3. Regular Meetings. A regular annual meeting of the Board of Directors shall be held each year, or more frequently as the Board of Directors may determine. The Board of Directors may provide, by resolution, the time and place for holding additional regular meetings without other notice than such resolution. Additional regular meetings shall be held at the principal office of the Corporation in the absence of any designation in the resolution.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of any two (2) Directors, and shall be held at the principal office of the Corporation or at such other place as the Directors may determine.

Fax From : 01-21-08 16:13 Pg: 5

Section 5. Notice. Notice of the annual, regular or any special meeting of the Board of Directors shall be given by oral notice to each Director. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required herein or by law.

Section 6. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at any meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice

Section 7. Board Decisions. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these Bylaws.

Section 8. Vacancies, Additions, Elections and Removal. Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of Directors, shall be filled by a two-third (2/3) majority vote of the Board of Directors. Directors shall be removed by a two-third (2/3) majority vote of the Board of Directors.

Section 9. Compensation. Directors, as such, shall not receive any salaries for their services.

ARTICLE FOUR
OFFICERS

Section 1. Officers. The officers of the corporation shall be a president, a secretary, a treasurer, one or more vice-presidents and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more assistant secretaries and one or more assistant treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person.

Section 2. Election and Term of Office. The officers of the Corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as is convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor has been duly elected and qualified.

Section 3. Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. Powers of Officers.

(a) The President: The President shall be the chief executive officer of the Corporation. He shall be a continuing member of the Board of Directors. He shall have general management of the business of the Corporation and have general supervision of the other officers. He shall preside at all meetings of the Board of Directors and see that all orders and resolutions of the Board are carried into effect, subject, however, to the right of the Board to delegate to any other officer or officers of the Corporation any specific powers, other than those that may be conferred only upon the President. He shall execute in the name of the corporation all deeds, bonds, mortgages, contracts, and other documents authorized by the Board of Directors. He shall be ex-officio a member of all standing committees, and shall have the general powers and duties of supervision and management usually vested in the office of president of a corporation.

No person shall be invited to speak or teach at a meeting held by the Corporation without his approval. He shall be designated attorney-in-fact for the Corporation by virtue of his office. He shall have the authority to appoint and approve any assistants that would be necessary to properly carry on the work of the Corporation.

(b) Vice-President: The vice-president shall perform the duties and exercise the powers of the president in case of his temporary absence from the office of the Corporation, and shall perform such other duties as may from time to time be granted or imposed by the Board of Directors. He shall serve as an ex-officio member of the Board of Advisors; however, in the event of serving as president, he shall be a voting member of the Board of Advisors.

(c) The Secretary: The secretary shall attend all sessions of the Board held at the office of the Corporation and act as clerk thereof and record all votes and the minutes of all proceedings in a book to be kept for that purpose. He shall perform like duties for the executive and standing committees when required. He shall give, or cause to be given, notice of meetings of the Board of Directors when notice is required to be given under these Bylaws or by any resolution of the Board. He shall have custody of the seal to all authorized documents requiring a seal. He shall keep the membership rolls of the Corporation, and in general perform the duties usually incident to the office of secretary, and such further duties as shall from time to time be prescribed by the Board of Directors or the president.

(d) The Treasurer: The treasurer shall keep full and accurate account of the receipts and disbursements in books belonging to the Corporation, and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such banks and depositories as may be designated by the Board of Directors, but shall not be personally liable for the safekeeping of any funds or securities so deposited pursuant to the order of the Board. He shall disburse the funds of the Corporation as may be ordered by the Board and shall render to the president and Directors at the regular meeting of the Board, and whenever they may require, accounts of all transactions as treasurer and of the financial condition of the Corporation. He shall perform the duties usually incident to the office of treasurer and such other duties as may be prescribed by the Board of Directors or by the president.

(e) Delegating Powers to Other Officers: In case of the absence of any officer of the Corporation, or for any other reason that may seem sufficient to the Board, the Board of Directors may delegate his duties and powers for the time being to any other officer, or to any Director.

ARTICLE FIVE
COMMITTEES AND BOARD OF ADVISORS

Section 1. Committees of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, which committees, to the extent provided in such resolution, shall have and exercise the authority of the Board of Directors in the management of the Corporation; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Directors, of any responsibility imposed on it or him by law.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Corporation may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. The President shall appoint the members thereof. Any member thereof may be removed by the President whenever in his judgment the best interest of the Corporation shall be served by such removal.

Section 3. Board of Advisors. A Board of Advisors may be appointed as set forth below. It shall be the responsibility and privilege of the Board of Advisors to provide counsel to the president and the Board of Directors. Counsel shall be in organizational, financial, legal or other areas wherein the president determines professional counsel is needed and/or desirable. No minimum or maximum number of members of the Board of Advisors shall be established and the appointment to the Board of Advisors and tenure thereon shall be at the pleasure and in the complete discretion of the president.

ARTICLE SIX
CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or may be confined to specific instances.

Section 2. Checks, Drafts or Orders. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation, and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments may be signed by either the treasurer or the President of the Corporation. The President of the Corporation shall be permitted to authorize execution of checks, drafts, or orders in the amount of $1,500.00 or less without prior approval of the Board of Directors.

Section 3. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest or devise for any purpose of the Corporation.

ARTICLE SEVEN
BOOKS AND RECORDS

The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors, committees having and exercising any of the authority of the Board of Directors, and any other committee, and shall keep at the principal office a record giving the names and addresses of the Board of Directors members entitled to vote. All books and records of the Corporation may be inspected at any reasonable time.

ARTICLE EIGHT
FISCAL YEAR

The fiscal year of the Corporation shall be the calendar year.

ARTICLE NINE
DISSOLUTION

Upon the dissolution of the Corporation, the Board of Directors shall, after the payment of all the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes as shall qualify as an exempt corporation or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, (or by the corresponding section of any future Revenue Code of the United States of America) or (b) by a corporation, contributions of which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, as amended (or the corresponding section of any future United States Revenue Law).

ARTICLE TEN
INUREMENT

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its members, officers, Directors, or any person except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered. Notwithstanding any other provisions of the Articles of Incorporation or these Bylaws of the Corporation, the corporation shall not carry on any activity not permitted to be carried on by (a) a corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or by the corresponding section of any future Revenue Code of the United States of America), or (b) a corporation contributions of which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, as amended (or corresponding section of any future United States Revenue Law).

ARTICLE ELEVEN
CONFLICT OF INTEREST

Any director, officer, or key employee who has an interest in a contract, salary negotiation, or other transaction presented to the Board of Directors or a committee thereof for authorization, approval, or ratification shall make a prompt and full disclosure of his interest to the Board of Directors or committee prior to its acting on such contract or transaction. Such disclosure shall include any relevant and material facts known to such person about the contract or transaction which might reasonably be construed to be adverse to the corporation's interest.

The body to which such disclosure is made shall thereupon determine, by a vote of seventy-five (75%) of the votes entitled to vote, whether the disclosure shows that a conflict of interest exists or can reasonably be construed to exist. If a conflict is deemed to exist, such person shall not vote on, nor exert his personal influence regarding, nor participate in (other than to present factual

information or to respond to questions) the discussions or deliberations with respect to such contract or transaction. Such person may be counted in determining whether a quorum is present but may not be counted when the Board of Directors or a committee of the Board takes action on the transaction. The minutes of the meeting shall reflect the disclosure made, the vote thereon, the abstention from voting and participation (where applicable), and whether a quorum was present.

ARTICLE TWELVE
SEAL

The Board of Directors shall provide a corporate seal, which shall be as set forth below.

ARTICLE THIRTEEN
AMENDMENT OF BYLAWS

These Bylaws may be altered, amended, or repealed, and new bylaws may be adopted by a two-thirds (2/3) majority vote of the Board of Directors at any regular or special meeting of the Board of Directors. At least seven (7) day written advance notice of said meeting shall be given to each member of the Board of Directors.

PATRIOT GUARD RIDERS, INC.

(SEAL)

Jeffrey A. Brown/President

TAX ID# 20-4346624

WINTERS, KING & ASSOCIATES, INC.
ATTORNEYS AND COUNSELORS AT LAW

2448 EAST 81ST STREET, SUITE 5900
TULSA, OKLAHOMA 74137-4259
TELEPHONE (918) 494-6868
FAX (918) 491-6297

THOMAS J. WINTERS
MICHAEL J. KING
J. DANIEL BEIRUTE
M. JEAN HOLMES
KAREN L. KING
JERRY L. GUNTER
RONALD M. FRALEY
S. GREG PITTMAN

March 13, 2006

Jeffrey A. Brown
PATRIOT GUARD RIDERS, INC.
8321 S 8TH St
Broken Arrow OK 74011

Re: Corporate Book

Dear Mr. Brown:

Enclosed you will find your corporate book. Inside the book are some special instructions for your consideration. You will notice that there are two (2) last pages to your Bylaws. Please execute your signature on each page, place the corporate seal on both copies, and return one copy to my office. I trust the remainder of the instructions are self-explanatory.

If you have any questions in the meantime, please do not hesitate to contact me or my secretary, Paula McKnight.

Sincerely Yours,

By: Paula McKnight

Thomas J. Winters

Mailed 3/28/06

TJW/pjs
Enclosures

EXHIBIT
tabbies
2

WINTERS, KING & ASSOCIATES, INC.

2448 EAST 81ST STREET, SUITE 5900
TULSA, OKLAHOMA 74137-4259
(918) 494-6868

February 28, 2006

Invoice No. 123138
Our File No. B03005-00000 TJW
Billing Through: 2/28/06

JEFFREY A. BROWN
PATRIOT GUARD RIDERS, INC.
8321 S. 8TH STREET
BROKEN ARROW, OK 74011

Prepaid cash balance carried forward $420.00

FOR PROFESSIONAL SERVICES RENDERED

2/21/06	Attorney fee to prepare Articles of Incorporation, Bylaws and minutes of the first meeting; prepare corporate book and seal; prepare and file application for federal exemption with the Internal Revenue Service. Discounted from $2,000 -per TJW.	0.00 hrs	275 / hr	1,500.00
	Total fees for this matter	0.00 hrs		$1,500.00

DISBURSEMENTS

2/21/06	Corporate Book and Seal	75.00
2/21/06	IRS filing fee	500.00
2/21/06	State filing fee	26.00
	Total disbursements for this matter	$601.00

BILLING SUMMARY

TOTAL FEES	$1,500.00
TOTAL DISBURSEMENTS	$601.00
TOTAL CHARGES FOR THIS BILL	$2,101.00
LESS PREPAID CASH APPLIED	($420.00)
TOTAL BALANCE NOW DUE	$1,681.00

Trust Account Remaining Balance is $75.00

#1034
$1,681.00
PGR Store #1034

EXHIBIT
3

Jon Tatum <jon@tatumassociates.cc> wrote:

Ed:

Jeff's store had nothing to do with the non-profit corporation. The non-profit didn't even exist for most of the time that Jeff had the store. There may have been a short period that Jeff was selling product while the non-profit was in existence but I'm not sure what those dates would have been. He operated the store as a Sole Proprietor for tax purposes. I never prepared Jeff's tax returns so I can't say how that was handled. The attorney is correct with the assumptions below however the timing is what would hold up in court and with the IRS. Hope this helps.

Let me know if you have any other questions. I'm always glad to help.

Jon Tatum

--

Tatum & Associates, Inc.
2000 Mallory Ln, Ste 130-140
Franklin, TN 37067

--

Mail to: jon@tatumassociates.cc
(615) 300-1549 **Voice**
(615) 599-1560 **Fax**

From: Ed Mueller [mailto:wescoot2@yahoo.com]
Sent: Tuesday, September 25, 2007 9:09 AM
To: Jon Tatum
Subject: Your Position on a matter

Hi Jon,

I have spoke to Ronny Awtry about how Jeff ran his store, and he assured me that both you, and our Attorney stated, that Jeff's way was preferable, and that the IRS would have no problem with it.

Below is a communication which I have received from another member, who sought the opinion of another lawyer (I have removed the lawyers name) Please read what she opines, and let me know your thoughts on this.

Letter follows

Patriot Guard Riders, Inc.
In Re: Non-Profit Self Dealing Rules
Dear Board of Directors:
I have been asked to provide your organization with my opinion concerning possible matters of self-dealing in your organization which could jeopardize PGR's tax exempt status with the IRS. I provide this opinion based on my past experience with nonprofit organizations and knowledge of the IRS rules and regulations concerning tax exempt entities.
I have been provided information about the Patriot Guard Riders, Inc. (PGR) and its connection to a for-profit entity, PGR Store, LLC (store). According to my information PGR was only permitted to obtain merchandise from the store. Members were linked to the store from the PGR web-site to purchase PGR gear, patches and supplies. It is my further understanding that the owner of the store was a board member of PGR. I understand that he has since been removed from that position.
The IRS does not tolerate self-dealing in nonprofit organizations. This premise is central to the tax-exempt statute which specifically states that "Corporations, and any community chest, fund, or foundation, organized and operated exclusively for religious, charitable . . . no part of the net earnings

Brown v Patriot 9/18/1448

PETITIONER'S EXHIBIT 4

Blue, Rachel

From: Jeff [jeffbrown@valornet.com]
Sent: Sunday, May 02, 2010 9:05 PM
To: Blue, Rachel
Subject: FW: Banned from PGR Website

-----Original Message-----
From: Jeff Brown [mailto:jeffbrown@valornet.com]
Sent: Wednesday, August 15, 2007 11:14 AM
To: Exec
Subject: Banned from PGR Website

To PGR Executive Board:

I have been informed by Neal Heupel that my access to the PGR website has been removed, not by an individual, but apparently by a board decision.
Please correct me if this is misinformation.

I have not posted anything negative in any open forums for families to see, nor have I been a party to any such postings. I have not abused my membership rights in any way of which I am aware. Any communications from me regarding concerns with the PGR and or its leadership have been sent in private emails directly to PGR leadership and those "in the loop".

Please advise me as to the grounds for my ban and what modifications in my behavior you'd have me make to restore my access to the organization I founded.

With all due respect,
Jeff Brown
No virus found in this outgoing message.
Checked by AVG Free Edition.
Version: 7.5.476 / Virus Database: 269.11.19/953 - Release Date: 8/14/2007
5:19 PM

EXHIBIT
tabbies
5

Lattimer, Betsy M.

From: Jeff Brown [jeffbrown@valornet.com]
Sent: Wednesday, November 22, 2006 9:16 PM
To: John Jacobs
Subject: RE: Assistance

John,

This was posted before my phone meeting with Snap and Ronny. The attorney referenced is the one who set up the 501c3 corp.. Your thoughts on his advice? Since I've heard nothing back from Snap, I'm thinking the board will veto the proposal and feel that they will merely begin use of the logo in their own store. As I understand it, they will outsource the store. Rather than attacking the PGR what would you feel about the strategy of my filing suit against the outsource company for copyright infringement when this happens?

Additionally, just a thought, since I paid the attorney who did the 501c3 work out of my pocket, wouldn't this be a conflict of interest?

Thanks,
Jeff

###

To the PGR,
The last 10 days have been rough. I feel as if I stepped in it bigtime when I said OK to this job. I've heard from most of you and I've listened to each one. I hope I can serve you well this year.
I want to point out that my term is for one year only, then my replacement will be elected by you, the real PGR,the members. More info on that to follow.
I would like to address some topics with you and the best way for my old mind is by the numbers. So here goes.
1) The PGR store; We are going to TRY and have the new store up by New Years Eve. It will sell all the items it does now and more. And ALL profit will go to the PGR. We are going to outsource this store so that no member will have his hands on it. It will be overseen by a committee of members.
2) Jeff Brown has no affiliation with PGR except as a member. he is being removed as President of the Corp . He will no longer be our registered agent in Oklahoma. That place will be filled by a law firm.
3) We have received advice from our attorney that we can retain and use our name and logo without restraint. If you want a new logo, let us know but we don't have to.
4)The 501C3 is being handled by the attorney, people who have donated will be able to use the tax deduction.
5) By Laws are being prepared by the attorney and will be posted as soon as completed.
6) Our accountant will have all funds reconsiled to post within three weeks. They will be posted at that time.
There has been a lot of bile and contention out there this week, most of it justified. But we are trying. You are right, trust is earned and until it is I invite any member to call me (a LOT of you do) and question anything you feel needs clearing up.
Let's try for less anger and spite on the web. If you want to chew me out I would rather you did it on the phone than on the site. I want to do well but I need your help.
Thanks for listening
LLRB
Snap
ICVMC for PGR

EXHIBIT
tabbies
b

PTO Form 1478 (Rev 9/2006)
OMB No. 0651-0040 (Exp. 09/30/2009)

Trademark/Service Mark Application, Principal Register

TEAS Plus Application

Serial Number: 77041061
Filing Date: 11/09/2006

NOTE: Data fields with the * are mandatory under TEAS Plus. The wording "(if applicable)" appears where the field is only mandatory under the facts of the particular application.

The table below presents the data as entered.

Input Field	Entered
TEAS Plus	**YES**
MARK INFORMATION	
*MARK	PATRIOT GUARD RIDER
*STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	PATRIOT GUARD RIDER
*MARK STATEMENT	The mark consists of standard characters, without claim to any particular font, style, size, or color.
APPLICANT INFORMATION	
*OWNER OF MARK	Brown, Jeff
*STREET	8321 S. 8th St.
*CITY	Broken Arrow
*STATE (Required for U.S. applicants)	Oklahoma
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants only)	74801
PHONE	918-449-1652

EXHIBIT
tabbies
7

EMAIL ADDRESS	jeffbrown@valornet.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	No
LEGAL ENTITY INFORMATION	
*TYPE	INDIVIDUAL
* COUNTRY OF CITIZENSHIP	United States
GOODS AND/OR SERVICES AND BASIS INFORMATION	
* INTERNATIONAL CLASS	006
*FIRST USE ANYWHERE DATE	At least as early as 10/27/2005
*FIRST USE IN COMMERCE DATE	At least as early as 11/09/2005
*DESCRIPTION	Metal license plates
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 10/27/2005
*FIRST USE IN COMMERCE DATE	At least as early as 11/09/2005
SPECIMEN FILE NAME(S)	\\TICRS\EXPORT2\IMAGEOUT2 \770\410\77041061\xml1\FT K0003.JPG
SPECIMEN DESCRIPTION	Mark displayed by supporter at funeral of deceased member of the military
GOODS AND/OR SERVICES AND BASIS INFORMATION	
* INTERNATIONAL CLASS	014
*FIRST USE ANYWHERE DATE	At least as early as 10/27/2005
*FIRST USE IN COMMERCE DATE	At least as early as 11/09/2005
*DESCRIPTION	Ornamental pins
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 10/27/2005
*FIRST USE IN COMMERCE DATE	At least as early as 11/09/2005
SPECIMEN FILE NAME(S)	\\TICRS\EXPORT2\IMAGEOUT2 \770\410\77041061\xml1\FT K0004.JPG
SPECIMEN DESCRIPTION	lapel pin
GOODS AND/OR SERVICES AND BASIS INFORMATION	
* INTERNATIONAL CLASS	024

*FIRST USE ANYWHERE DATE	At least as early as 10/27/2005
*FIRST USE IN COMMERCE DATE	At least as early as 11/09/2005
*DESCRIPTION	Cloth banners
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 10/27/2005
*FIRST USE IN COMMERCE DATE	At least as early as 11/09/2005
SPECIMEN FILE NAME(S)	\\TICRS\EXPORT2\IMAGEOUT2 \770\410\77041061\xml1\FT K0005.JPG
SPECIMEN DESCRIPTION	motorcycle banner
*DESCRIPTION	Fabric flags
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 10/27/2005
*FIRST USE IN COMMERCE DATE	At least as early as 11/09/2005
SPECIMEN FILE NAME(S)	\\TICRS\EXPORT2\IMAGEOUT2 \770\410\77041061\xml1\FT K0006.JPG
SPECIMEN DESCRIPTION	vehicle mounted flag
GOODS AND/OR SERVICES AND BASIS INFORMATION	
*INTERNATIONAL CLASS	025
*FIRST USE ANYWHERE DATE	At least as early as 10/27/2005
*FIRST USE IN COMMERCE DATE	At least as early as 11/09/2005
*DESCRIPTION	Hats
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 10/27/2005
*FIRST USE IN COMMERCE DATE	At least as early as 11/09/2005
SPECIMEN FILE NAME(S)	\\TICRS\EXPORT2\IMAGEOUT2 \770\410\77041061\xml1\FT K0007.JPG
SPECIMEN DESCRIPTION	baseball-type cap
*DESCRIPTION	Short-sleeved or long-sleeved t-shirts
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 10/27/2005

*FIRST USE IN COMMERCE DATE	At least as early as 11/09/2005
SPECIMEN FILE NAME(S)	\\TICRS\EXPORT2\IMAGEOUT2 \770\410\77041061\xml1\FT K0008.JPG
SPECIMEN DESCRIPTION	T-shirt
GOODS AND/OR SERVICES AND BASIS INFORMATION	
*INTERNATIONAL CLASS	026
*FIRST USE ANYWHERE DATE	At least as early as 10/27/2005
*FIRST USE IN COMMERCE DATE	At least as early as 11/09/2005
*DESCRIPTION	Embroidered patches for clothing
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 10/27/2005
*FIRST USE IN COMMERCE DATE	At least as early as 11/09/2005
SPECIMEN FILE NAME(S)	\\TICRS\EXPORT2\IMAGEOUT2 \770\410\77041061\xml1\FT K0009.JPG
SPECIMEN DESCRIPTION	Embroidered patch
GOODS AND/OR SERVICES AND BASIS INFORMATION	
*INTERNATIONAL CLASS	035
*FIRST USE ANYWHERE DATE	At least as early as 10/27/2005
*FIRST USE IN COMMERCE DATE	At least as early as 11/09/2005
*DESCRIPTION	Association services, namely, promoting the interests of **families of deceased military members and families of deceased veterans**
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 10/27/2005
*FIRST USE IN COMMERCE DATE	At least as early as 11/09/2005
SPECIMEN FILE NAME(S)	\\TICRS\EXPORT2\IMAGEOUT2 \770\410\77041061\xml1\FT K0010.JPG
SPECIMEN DESCRIPTION	Mark displayed by supporter at funeral of deceased member of the military
ADDITIONAL STATEMENTS INFORMATION	
*TRANSLATION (if applicable)	

*TRANSLITERATION (if applicable)	
*CLAIMED PRIOR REGISTRATION (if applicable)	
*CONSENT (NAME/LIKENESS) (if applicable)	
*CONCURRENT USE CLAIM (if applicable)	
DISCLAIMER	No claim is made to the exclusive right to use RIDER apart from the mark as shown.
ATTORNEY INFORMATION	
NAME	John Jacobs
ATTORNEY DOCKET NUMBER	PGR
STREET	406 Beaumont Circle
CITY	West Chester
STATE	Pennsylvania
COUNTRY	United States
ZIP/POSTAL CODE	19380
PHONE	610.918.1595
EMAIL ADDRESS	mnjjacobs@gmail.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
CORRESPONDENCE INFORMATION	
*NAME	John Jacobs
*STREET	406 Beaumont Circle
* CITY	West Chester
* STATE (Required for U.S. applicants)	Pennsylvania
* COUNTRY	United States
* ZIP/POSTAL CODE (Required for U.S. applicants only)	19380
PHONE	610.918.1595

* EMAIL ADDRESS	mnjjacobs@gmail.com
*AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
FEE INFORMATION	
NUMBER OF CLASSES	6
FEE PER CLASS	275
TOTAL FEE DUE	1650
SIGNATURE INFORMATION	
* SIGNATURE	/JABrown/
* SIGNATORY'S NAME	Jeff Brown
SIGNATORY'S POSITION	Executive Director
* DATE SIGNED	11/09/2006
FILING INFORMATION SECTION	
SUBMIT DATE	Thu Nov 09 22:44:06 EST 2006
TEAS STAMP	USPTO/FTK-69.30.154.108-20061109224406476609-77041061-35091b65d3e3b66167b9e649d542a568c6c-CC-1010-20061109222524468247

PTO Form 1478 (Rev 9/2006)
OMB No. 0651-0009 (Exp 09/30/2008)

Trademark/Service Mark Application, Principal Register

TEAS Plus Application

Serial Number: 77041061
Filing Date: 11/09/2006

To the Commissioner for Trademarks:
MARK: PATRIOT GUARD RIDER (Standard Characters, see mark)

The literal element of the mark consists of PATRIOT GUARD RIDER. The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, Jeff Brown, a citizen of United States, having an address of 8321 S. 8th St., Broken Arrow, Oklahoma, United States, 74801, requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended.

For specific filing basis information for each item, you must view the display within the Input Table.

International Class 006: Metal license plates

For specific filing basis information for each item, you must view the display within the Input Table.

International Class 014: Ornamental pins

For specific filing basis information for each item, you must view the display within the Input Table.

International Class 024: Cloth banners; Fabric flags

For specific filing basis information for each item, you must view the display within the Input Table.

International Class 025: Hats; Short-sleeved or long-sleeved t-shirts

For specific filing basis information for each item, you must view the display within the Input Table.

International Class 026: Embroidered patches for clothing

For specific filing basis information for each item, you must view the display within the Input Table.

International Class 035: Association services, namely, promoting the interests of families of deceased military members and families of deceased veterans

If the applicant is filing under Section 1(b), intent to use, the applicant declares that it has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(b), as amended.

If the applicant is filing under Section 1(a), actual use in commerce, the applicant declares that it is using the mark in commerce, or the applicant's related company or licensee is using the mark in commerce, on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended.

If the applicant is filing under Section 44(d), priority based on foreign application, the applicant declares that it has a bona fide intention to use the mark in commerce on or in connection with the identified goods and/or services, and asserts a claim of priority based on a specified foreign application(s). 15 U.S.C. Section 1126(d), as amended.

If the applicant is filing under Section 44(e), foreign registration, the applicant declares that it has a bona

fide intention to use the mark in commerce on or in connection with the identified goods and/or services, and submits a copy of the supporting foreign registration(s), and translation thereof, if appropriate. 15 U. S.C. Section 1126(e), as amended.

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

The applicant hereby appoints John Jacobs, 406 Beaumont Circle, West Chester, Pennsylvania, United States, 19380 to submit this application on behalf of the applicant. The attorney docket/reference number is PGR.

Correspondence Information: John Jacobs
406 Beaumont Circle
West Chester, Pennsylvania 19380
610.918.1595(phone)
mnjjacobs@gmail.com (authorized)

A fee payment in the amount of $1650 will be submitted with the application, representing payment for 6 class(es).

Declaration

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

Signature: /JABrown/ Date: 11/09/2006
Signatory's Name: Jeff Brown
Signatory's Position: Executive Director

RAM Sale Number: 1010
RAM Accounting Date: 11/13/2006

Serial Number: 77041061
Internet Transmission Date: Thu Nov 09 22:44:06 EST 2006
TEAS Stamp: USPTO/FTK-69.30.154.108-20061109224406476
6609-77041061-35091b65d3e3b66167b9e649d5
42a568c6c-CC-1010-20061109222524468247

PATRIOT GUARD RIDER

Jeff

From: Wallin Jason D. [jasonw@geoveritas.com]
Sent: Thursday, November 10, 2005 2:50 PM
To: Jeff Brown
Subject: RE: PGR

No problem just trying to help. If I ever get too pushy please tell me to pound sand

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: Thursday, November 10, 2005 1:41 PM
To: Wallin Jason D.
Subject: RE: PGR

Jason,
I already have a logo that I did...I used to be in that business also.
I
also already have a company working on patches, armbands and flags.
Thank
the guys for me, I'm sure we can avail ourselves of their offer down the road.
Thanks,
Jeff Brown "Twister"
Broken Arrow, OK

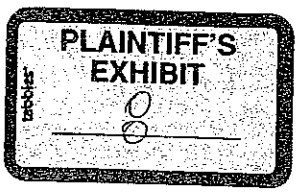
-----Original Message-----
From: Wallin Jason D. [mailto:jasonw@geoveritas.com]
Sent: Thursday, November 10, 2005 2:16 PM
To: Jeff Brown
Subject: RE: PGR

Hey I have a graphic artis friend that is sympathetic to our cause and has offered to design some logos for a website and patches should I explore that with him and if so what type of elements would you like to see in it?

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: Thursday, November 10, 2005 1:03 PM
To: Wallin Jason D.



Subject: RE: PGR

Excellent...thank you sir!
Jeff Brown "Twister"
Broken Arrow, OK

-----Original Message-----
From: Wallin Jason D. [mailto:jasonw@geoveritas.com]
Sent: Thursday, November 10, 2005 1:46 PM
To: Jeff Brown
Subject: RE: PGR

I would be Honored....

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: Thursday, November 10, 2005 12:07 PM
To: Wallin Jason D.
Subject: PGR

Jason,
I think it would be beneficial to set up state captains to coordinate the
rides in their area (help determine meeting places, act as a liason between
local law enforcement, families, and riders, etc.). What's your opinion,
and would you be willing to act as Colorado State Captain?

Jeff Brown "Twister"
Broken Arrow, OK

No virus found in this incoming message.
Checked by AVG.
Version: 7.5.524 / Virus Database: 269.24.1/1470 - Release Date: 5/28/2008 7:20 AM

Jeff

From: Wallin Jason D. [jasonw@geoveritas.com]
Sent: Thursday, November 10, 2005 4:21 PM
To: Jeff Brown
Subject: RE: PGR Logo

FYI I threw up a placeholder @ www.patriotguard.org

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

970-266-4625
jasonw@geoveritas.com

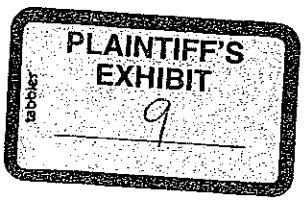
-----Original Message-----
From: Jeff Brown [mailto:jeffbrown@valornet.com]
Sent: Thursday, November 10, 2005 1:53 PM
To: William H. Sloan; Phil Mansker; Tom Connelly; Terry (Darkhorse) Houck; Richard Keller; Eric C. Gagomiros; Preacher; Ralph and Susan; LAnnmullins; Kay Guynes; Keith Calloway; Wallin Jason D.; Knaus Hugh; Chuck Thompson; Wayne Worthington; David Olsen (STP); Craig Winkler; Everett Freel; Combat Veterans Motorcycle Association; CREGG HANSEN; Bill Carr; Bill Law; Bill Bradley
Subject: PGR Logo

Several people have asked about a Patriot Guard Riders patches, decals, arm bands flags, etc. I like the idea and believe it will enhance our presence at any service without taking anything from the other organizations you may belong to.
I have designed a logo that I think works very well for us. I am working with a company to produce the stuff and will send out more information as it becomes available.
Also, Jason Wallin from Colorado has graciously donated web hosting for us and I hope to have a website up soon. The domain name reserved is: patriotguard.org

I've attached the logo.

Thanks,
Jeff Brown "Twister"
Broken Arrow, OK

No virus found in this incoming message.
Checked by AVG.
Version: 7.5.524 / Virus Database: 269.24.1/1470 - Release Date: 5/28/2008 7:20 AM



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@valornet.com
Via	UPS Ground
Payment	Visa
Comments	Pled 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/cufl11x142co1.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/cuflsetupch15.html (Shipped)	CUST1114HF_2_SETUP	1	44.00
		Subtotal	539.00
		Shipping	10.31
		Tax	0.00
		Total	549.31

PLAINTIFF'S EXHIBIT 10

BROWN010325

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

EXHIBIT
11

ART APPROVAL

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

SEND TO: RITA

COMPANY: PROMOPEDDLER

DATE: 12/5/05

PHONE NUMBER: 503 783 1480 EXT 207

FAX NUMBER: 415 598 2660

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.	
Make noted changes, then proceed.	
Make changes, then fax new proof.	

PRINT NAME: .....DATE: .....

SIGNATURE: .....

Important:

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

ARTWORK:

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.

American Patch & Emblem Company

A DIVISION OF TRACEROLE, 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	SHIP TO
Jeff Brown 8321 South 8th Street Broken Arrow, OK 74011	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 Gaurd Rider" 3x2" rectangle, stitched edge, plastic backing	2.5"	1.46	146.00T
	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.

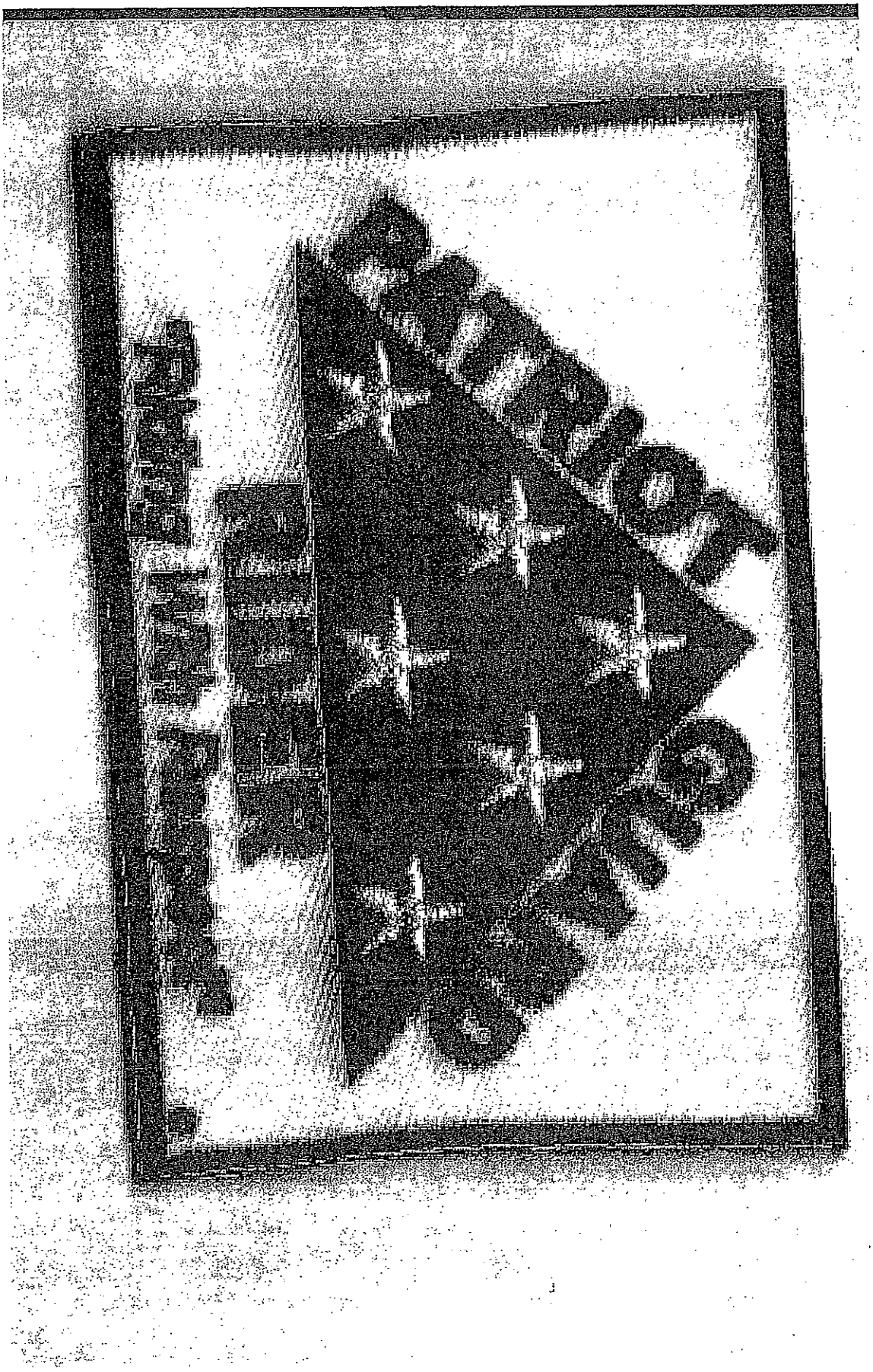
P.O. BOX 142
VILLANOVA, PENNSYLVANIA
19085
(610) 240-9911
(800) 752-1667
(610) 240-9670 FAX

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



From: Jeff Brown [jeffbrown@valornet.com]
Sent: Monday, December 12, 2005 2:22 PM
To: trophycase@tulsacoxmail.com
Subject: Patriot Guard Riders Plaques

Attachments: Memorial Plaque.jpg

Memorial Plaque.jpg
(79 KB)

Jim,

Here's just an idea I came up with. We need something as inexpensive as possible (since this is coming out of our pockets), but nice enough that the family would hang it. Additionally, I would need you to send it out to the various state captains as needed. so you need to build in shipping.
Currently there are about an average of 20 funerals a month, though not all of these will be PGR Mission Rides.

Thanks,
Jeff Brown "Twister"
Patriot Guard Riders
National Director
www.patriotguard.org

No virus found in this outgoing message.
Checked by AVG Free Edition.
Version: 7.5.503 / Virus Database: 269.15.33/1133 - Release Date: 11/15/2007
8:57 PM

On behalf of a grateful America
and the Patriot Guard Riders,
please accept our sincere
condolences on the tragic loss of

Pfc. John Smith

May your pain be tempered by the
knowledge that he is a true

American Hero

PATRIOT GUARD
RIDERS
Riding With Respect

From: Debbie Bennett [dbennett@promopeddler.com]
Sent: Wednesday, November 09, 2005 11:11 AM
To: jeffbrown@valornet.com
Subject: Reflective armband

Jeff, I called the factory and got specifics for you. They do not come in true white it is a silver white.

Qty 500
$2.95 each first color
$45.00 set up for each color imprint
$. 15cents for additional colors

They will match as close as they can to the blue you want but do not pms match. Would you like me to write up an order form? Please let me know if you have any more questions. Thank you for the opportunity, Debra.

Promopeddler.com
Debra Bennett
Account Manager
Phone: (800) 455-1350 ext. 231
Fax: (415) 598-2660
dbennett@promopeddler.com

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420 Treasure Drive
Oswego, IL 60543

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Fax: 1-888-253-5895

Invoice

Date	Invoice #
1/19/2006	D11403

Bill To

Brown,Jeff
8321 S. 8th Street
Broken Arrow, OK 74011

Ship To

Jeff Brown
8321 S. 8th Street
Broken Arrow, OK 74011

P.O. No.	Terms	Rep
J. Brown	-Credit Card-	DK

Qty	Item No.	Description	Price Each	Extended Price
135	-2000	Navy Gildan Ultra 100% Cotton Short Sleeve T-shirt Two Color / One Location Imprint	4.28	577.80
15	-2000	Navy Gildan Ultra 100% Cotton Short Sleeve T-shirt Two Color / One Location Imprint	5.28	79.20
135	-2400G	Navy Gildan Ultra Cotton Long Sleeve T-shirts Two Color / One Location Imprint	6.75	911.25
15	-2400G	Navy Gildan Ultra Cotton Long Sleeve T-shirts Two Color / One Location Imprint	7.75	116.25
300	-LEFT CHEST	Two Color 3.5" Wide Left Chest	0.00	0.00
1	-SETUP	Setup Charge	0.00	0.00
1	-ART	Artwork Prep - No Charge	0.00	0.00
1	-PROOF	Paper Proof	0.00	0.00
100	-BX004	Navy/Mustard Big Accessories Sandwich Bill Hat Two Color / One Location Embroidery	7.00	700.00
44	-BX004	Maroon/White Big Accessories Sandwich Bill Hat Two Color / One Location Embroidery	7.00	308.00
144	-HAT FRONT	3" Wide Front Of Hat	0.00	0.00T
1	-SETUP	Setup Charge	50.00	50.00
1	-ART	Artwork Prep - No Charge	0.00	0.00
1	-PROOF	Paper Proof	0.00	0.00
1	-Freight	Freight Charges	161.11	161.11
		Deposit of 1400.00 paid by cc on 12/27/05. Balance of $1503.61 paid with credit card on 1/23/06		

Thank you!

Subtotal	$2,903.61
Sales Tax (0.0%)	$0.00
Total	$2,903.61
Payments	$-2,903.61
Balance Due	**$0.00**

420 Treasure Drive
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Invoice

Date	Invoice #
2/13/2006	D11574

Bill To

Brown,Jeff
8321 S. 8th Street
Broken Arrow, OK 74011

Ship To

Jeff Brown
8321 S. 8th Street
Broken Arrow, OK 74011

P.O. No.	Terms	Rep
J. Brown	-Credit Card-	DK

Qty	Item No.	Description	Price Each	Extended Price
10	-2000	Navy Gildan Ultra 100% Cotton Short Sleeve T-shirt Two Color / One Location Imprint	5.28	52.80
10	-2400G	Navy Gildan Ultra Cotton Long Sleeve T-shirts Two Color / One Location Imprint	7.75	77.50
20	-LEFT CHEST	Two Color 3.5" Wide Left Chest	0.00	0.00
1	-SETUP	No Setup Charge Reorder from PO # D11403	0.00	0.00
1	-ART	Art on File	0.00	0.00
1	-PROOF	No Paper Proof	0.00	0.00
1	-Freight	Freight Charges	67.00	67.00
		Balance paid by cc on 2/15/06.		

Thank you!

Subtotal	$197.30
Sales Tax (0.0%)	$0.00
Total	$197.30
Payments	$-197.30
Balance Due	**$0.00**

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Oswego, IL 60543

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Invoice

Date	Invoice #
2/15/2006	D11609

Bill To

Brown,Jeff
8321 S. 8th Street
Broken Arrow, OK 74011

Ship To

Jeff Brown
8321 S. 8th Street
Broken Arrow, OK 74011

P.O. No.	Terms	Rep
J. Brown	-Credit Card-	DK

Qty	Item No.	Description	Price Each	Extended Price
200	-BWTS	Navy/Mustard Big Accessories washed twill sandwich bill cap Two Color / One Location Embroidery	5.99	1,198.00T
50	-BX004	Maroon/White Big Accessories Sandwich Bill Hat Two Color / One Location Embroidery	5.99	299.50
250	-emb	Embroidery - Run Charge 3" wide front of hat	0.00	0.00
1	-SETUP	No Setup Charge Reorder from PO# D11403 Redo Stitching for the Maroon Caps to have the flag blue	0.00	0.00
1	-ART	Art on File	0.00	0.00
1	-PROOF	Paper Proof	0.00	0.00
42	-2400G	Navy Gildan Ultra Cotton Long Sleeve T-shirts Two Color / One Location Imprint	6.75	283.50
35	-2400G	Navy Gildan Ultra Cotton Long Sleeve T-shirts Two Color / One Location Imprint	7.75	271.25
96	-2000	Navy Gildan Ultra 100% Cotton Short Sleeve T-shirt Two Color / One Location Imprint	4.28	410.88
34	-2000	Navy Gildan Ultra 100% Cotton Short Sleeve T-shirt Two Color / One Location Imprint	5.28	179.52
207	-LEFT CHEST	Two Color 3.5" Wide Left Chest	0.00	0.00
1	-SETUP	No Setup Charge Reorder from PO # D11403	0.00	0.00
1	-ART	Art on File	0.00	0.00
1	-PROOF	Paper Proof	0.00	0.00
1	-Freight	Freight Charges	124.59	124.59
		Balance paid by cc on 2/16/06.		

Thank you!

Subtotal	$2,767.24
Sales Tax (0.0%)	$0.00
Total	$2,767.24
Payments	$-2,767.24
Balance Due	**$0.00**

420 Treasure Drive
Oswego, IL 60543

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Invoice

Date	Invoice #
3/13/2006	D11880

Bill To

Brown,Jeff
8321 S. 8th Street
Broken Arrow, OK 74011

Ship To

Jeff Brown
8321 S. 8th Street
Broken Arrow, OK 74011

P.O. No.	Terms	Rep
J. Brown	NET 30	DK

Qty	Item No.	Description	Price Each	Extended Price
48	-2000	Navy Gildan Ultra 100% Cotton Short Sleeve T-shirt Two Color / One Location Imprint	4.28	205.44
26	-2000	Navy Gildan Ultra 100% Cotton Short Sleeve T-shirt Two Color / One Location Imprint	5.28	137.28
6	-2400G	Navy Gildan Ultra Cotton Long Sleeve T-shirts Two Color / One Location Imprint	7.75	46.50
80	-LEFT CHEST	Two Color 3.5" Wide Left Chest	0.00	0.00
1	-SETUP	No Setup Charge REORDER FROM PO # D11609 MAKE SURE GOLD IS CORRECT COLOR	0.00	0.00
1	-ART	Art on File	0.00	0.00
1	-PROOF	No Paper Proof	0.00	0.00
1	-Freight	Freight Charges	29.00	29.00

Thank you!

Subtotal	$418.22
Sales Tax (0.0%)	$0.00
Total	$418.22
Payments	$-418.22
Balance Due	**$0.00**

420 Treasure Drive
Oswego, IL 60543

1-888-253-5800
Fax: 1-888-253-5895

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Invoice

Date	Invoice #
4/4/2006	D12018

Bill To

Brown,Jeff
8321 S. 8th Street
Broken Arrow, OK 74011

Ship To

Jeff Brown
8321 S. 8th Street
Broken Arrow, OK 74011

P.O. No.	Terms	Rep
J. Brown	NET 30	DK

Qty	Item No.	Description	Price Each	Extended Price
225	-BWTS	Navy/Mustard Big Accessories washed twill sandwich bill cap	5.99	1,347.75
25	-BX004	Black/White Big Accessories Sandwich Bill Hat	5.99	149.75
250	-emb	Embroidery - Run Charge 3" Wide Front of Hat	0.00	0.00
1	-SETUP	No Setup Charge Reorder from PO # D11609	0.00	0.00
1	-ART	Art on File	0.00	0.00
1	-PROOF	No Paper Proof	0.00	0.00
	-Freight	Freight Charges	85.30	85.30

Thank you!

Subtotal	$1,582.80
Sales Tax (0.0%)	$0.00
Total	$1,582.80
Payments	$-1,582.80
Balance Due	**$0.00**

420 Treasure Drive
Oswego, IL 60543

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Invoice

Date	Invoice #
4/18/2006	D11995

Bill To

Brown,Jeff
8321 S. 8th Street
Broken Arrow, OK 74011

Ship To

Jeff Brown
8321 S. 8th Street
Broken Arrow, OK 74011

P.O. No.	Terms	Rep
J. Brown	NET 30	DK

Qty	Item No.	Description	Price Each	Extended Price
50	-2000	Navy Gildan Ultra 100% Cotton Short Sleeve T-shirt Two Color / One Location Imprint	4.28	214.00
50	-2000	Navy Gildan Ultra 100% Cotton Short Sleeve T-shirt Two Color / One Location Imprint	5.28	264.00
100	-LEFT CHEST	Two Color 3.5" Wide Left Chest	0.00	0.00
1	-SETUP	No Setup Charge MAKE SURE GOLD IS CORRECT COLOR	0.00	0.00
1	-ART	Art on File	0.00	0.00
1	-PROOF	No Paper Proof	0.00	0.00
	-Freight	Freight Charges	155.35	155.35

Thank you!

Subtotal	$633.35
Sales Tax (0.0%)	$0.00
Total	$633.35
Payments	$-633.35
Balance Due	**$0.00**

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Invoice

Date	Invoice #
4/25/2006	D12194

Bill To

Brown,Jeff
8321 S. 8th Street
Broken Arrow, OK 74011

Ship To

Jeff Brown
8321 S. 8th Street
Broken Arrow, OK 74011

P.O. No.	Terms	Rep
J. Brown	NET 30	DK

Qty	Item No.	Description	Price Each	Extended Price
350	-2000	Navy Gildan Ultra 100% Cotton Short Sleeve T-shirt Two Color / One Location Imprint	4.28	1,498.00
150	-2000	Navy Gildan Ultra 100% Cotton Short Sleeve T-shirt Two Color / One Location Imprint	5.28	792.00
60	-2400G	Navy Gildan Ultra Cotton Long Sleeve T-shirts Two Color / One Location Imprint	6.75	405.00
560	-LEFT CHEST	Two Color 3.5" Wide Left Chest	0.00	0.00
1	-SETUP	No Setup Charge MAKE SURE GOLD IS CORRECT COLOR	0.00	0.00
1	-ART	Art on File	0.00	0.00
1	-PROOF	No Paper Proof	0.00	0.00
225	-BWTS	Navy/Mustard Big Accessories washed twill sandwich bill cap Two Color/One Location Embroidery	5.99	1,347.75
100	-BX004	Maroon/White Big Accessories Sandwich Bill Hat Three Color/One Location Embroidery	5.99	599.00
325	-emb	Embroidery - Run Charge 3" Wider Front of Hat	0.00	0.00
1	-SETUP	No Setup Charge	0.00	0.00
1	-PROOF	No Paper Proof	0.00	0.00
1	-ART	Art on File	0.00	0.00
	-Freight	Freight Charges	259.63	259.63

Thank you!

Subtotal	$4,901.38
Sales Tax (0.0%)	$0.00
Total	$4,901.38
Payments	$-4,901.38
Balance Due	**$0.00**

420 Treasure Drive
Oswego, IL 60543

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Invoice

Date	Invoice #
5/8/2006	D12480

Bill To

Brown,Jeff
8321 S. 8th Street
Broken Arrow, OK 74011

Ship To

Jeff Brown
8321 S. 8th Street
Broken Arrow, OK 74011

P.O. No.	Terms	Rep
J. Brown	NET 30	DK

Qty	Item No.	Description	Price Each	Extended Price
335	-2000	Navy Gildan Ultra 100% Cotton Short Sleeve T-shirt Two Color / One Location Imprint	3.38	1,132.30
100	-2000	Navy Gildan Ultra 100% Cotton Short Sleeve T-shirt Two Color / One Location Imprint	4.38	438.00
100	-2000	Navy Gildan Ultra 100% Cotton Short Sleeve T-shirt Two Color / One Location Imprint	5.38	538.00
5	-2000	Navy Gildan Ultra 100% Cotton Short Sleeve T-shirt Two Color / One Location Imprint	5.38	26.90
190	-2000	Ash Grey Gildan Ultra 100% Cotton Short Sleeve T-shirt Three Color / One Location Imprint	3.10	589.00
150	-2000	Ash Grey Gildan Ultra 100% Cotton Short Sleeve T-shirt Three Color / One Location Imprint	4.10	615.00
10	-2000	Ash Grey Gildan Ultra 100% Cotton Short Sleeve T-shirt Three Color / One Location Imprint	5.10	51.00
20	-2000	Ash Grey Gildan Ultra 100% Cotton Short Sleeve T-shirt Three Color / One Location Imprint	5.10	102.00
70	-2400G	Navy Gildan Ultra Cotton Long Sleeve T-shirts Two Color / One Location Imprint	5.85	409.50
20	-2400G	Navy Gildan Ultra Cotton Long Sleeve T-shirts Two Color / One Location Imprint	6.85	137.00
630	-LEFT CHEST	Two Color 3.5" Wide Left Chest	0.00	0.00
370	-LEFT CHEST	Three Color 3.5" Wide Left Chest	0.00	0.00
1	-SETUP	No Setup Charge Reorder from PO # D12480 - Make New Screen for Grey Shirts	0.00	0.00
1	-ART	Artwork Prep - No Charge	0.00	0.00
1	-PROOF	Paper Proof	0.00	0.00
1	-Freight	Freight Charges	256.00	256.00

Thank you!

Subtotal	$4,294.70
Sales Tax (0.0%)	$0.00
Total	$4,294.70
Payments	$-4,294.70
Balance Due	**$0.00**

420 Treasure Drive
Oswego, IL 60543

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Invoice

Date	Invoice #
5/18/2006	D12493

Bill To

Brown,Jeff
8321 S. 8th Street
Broken Arrow, OK 74011

Ship To

Jeff Brown
8321 S. 8th Street
Broken Arrow, OK 74011

P.O. No.	Terms	Rep
J. brown	NET 30	DK

Qty	Item No.	Description	Price Each	Extended Price
500	-BWTS	Navy/Mustard Big Accessories washed twill sandwich bill cap Two Color / One Location Embroidery	5.99	2,995.00
100	-BX004	Maroon/White Big Accessories Sandwich Bill Hat Three Color / One Location Embroidery	5.99	599.00
600	-emb	Embroidery - Run Charge 3" Wide Front of Hat	0.00	0.00
1	-SETUP	No Setup Charge reorder from PO # D12194	0.00	0.00
1	-ART	Art on File	0.00	0.00
1	-PROOF	No Paper Proof	0.00	0.00
	-Freight	Freight Charges	205.87	205.87
		Balance of $3799.87 paid with check on 5/30/06.		

Thank you!

Subtotal	$3,799.87
Sales Tax (0.0%)	$0.00
Total	$3,799.87
Payments	$-3,799.87
Balance Due	**$0.00**

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Invoice

Date	Invoice #
5/18/2006	D12318

Bill To

Brown,Jeff
8321 S. 8th Street
Broken Arrow, OK 74011

Ship To

Jeff Brown
8321 S. 8th Street
Broken Arrow, OK 74011

P.O. No.	Terms	Rep
J. Brown	NET 30	DK

Qty	Item No.	Description	Price Each	Extended Price
230	-2400G	Navy Gildan Ultra Cotton Long Sleeve T-shirts Two Color / One Location Imprint	5.85	1,345.50
120	-2400G	Navy Gildan Ultra Cotton Long Sleeve T-shirts Two Color / One Location Imprint	6.85	822.00
20	-2400G	Navy Gildan Ultra Cotton Long Sleeve T-shirts Two Color / One Location Imprint	7.85	157.00
440	-2000	Navy Gildan Ultra 100% Cotton Short Sleeve T-shirt Two Color / One Location Imprint	3.38	1,487.20
200	-2000	Navy Gildan Ultra 100% Cotton Short Sleeve T-shirt Two Color / One Location Imprint	4.38	876.00
30	-2000	Navy Gildan Ultra 100% Cotton Short Sleeve T-shirt Two Color / One Location Imprint	5.38	161.40
1,040	-LEFT CHEST	Two Color 3.5" Wide Left Chest	0.00	0.00
1	-SETUP	No Setup Charge Reorder	0.00	0.00
1	-ART	Art on File	0.00	0.00
1	-PROOF	No Paper Proof	0.00	0.00
	-Freight	Freight Charges	222.00	222.00

Thank you!

Subtotal	$5,071.10
Sales Tax (0.0%)	$0.00
Total	$5,071.10
Payments	$-5,071.10
Balance Due	**$0.00**

420 Treasure Drive
Oswego, IL 60543

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Invoice

Date	Invoice #
6/5/2006	D12539

Bill To

Brown,Jeff
8321 S. 8th Street
Broken Arrow, OK 74011

Ship To

Jeff Brown
8321 S. 8th Street
Broken Arrow, OK 74011

P.O. No.	Terms	Rep
J. Brown	NET 30	DK

Qty	Item No.	Description	Price Each	Extended Price
500	-BWTS	Navy/Mustard Big Accessories washed twill sandwich bill cap	5.99	2,995.00
		Two Color / One Location Embroidery		
500	-emb	Embroidery - Run Charge	0.00	0.00
		3" Wide Front of Hat		
1	-SETUP	No Setup Charge	0.00	0.00
		Reorder from PO # D12493		
1	-ART	Art on File	0.00	0.00
1	-PROOF	No Paper Proof	0.00	0.00
1	-Freight	Freight Charges	159.64	159.64
		Balance of $3154.64 paid with check on 6/23/06.		

Thank you!

Subtotal	$3,154.64
Sales Tax (0.0%)	$0.00
Total	$3,154.64
Payments	$-3,154.64
Balance Due	**$0.00**

420 Treasure Drive
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Invoice

Date	Invoice #
6/16/2006	D12726

Bill To

Brown,Jeff
8321 S. 8th Street
Broken Arrow, OK 74011

Ship To

Jeff Brown
8321 S. 8th Street
Broken Arrow, OK 74011

P.O. No.	Terms	Rep
J. Brown	NET 30	DK

Qty	Item No.	Description	Price Each	Extended Price
160	-2400G	Navy Gildan Ultra Cotton Long Sleeve T-shirts Two Color / One Location Imprint	5.85	936.00
100	-2400G	Navy Gildan Ultra Cotton Long Sleeve T-shirts Two Color / One Location Imprint	6.85	685.00
65	-2400G	Navy Gildan Ultra Cotton Long Sleeve T-shirts Two Color / One Location Imprint	7.85	510.25
310	-LEFT CHEST	Two Color 3.5" Wide Left Chest	0.00	0.00
1	-SETUP	No Setup Charge Reorder from PO # D12580	0.00	0.00
1	-ART	Art on File	0.00	0.00
1	-PROOF	No Paper Proof	0.00	0.00
1	-Freight	Freight Charges	95.00	95.00

Thank you!

Subtotal	$2,226.25
Sales Tax (0.0%)	$0.00
Total	$2,226.25
Payments	$-2,226.25
Balance Due	**$0.00**

420 Treasure Drive
Oswego, IL 60543

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Invoice

Date	Invoice #
6/30/2006	D12670

Bill To

Brown,Jeff
8321 S. 8th Street
Broken Arrow, OK 74011

Ship To

Jeff Brown
8321 S. 8th Street
Broken Arrow, OK 74011

P.O. No.	Terms	Rep
J. Brown	NET 30	DK

Qty	Item No.	Description	Price Each	Extended Price
670	-2000	White Gildan Ultra 100% Cotton Short Sleeve T-shirt Two Color Left Chest / Full Color Back	2.78	1,862.60
220	-2000	White Gildan Ultra 100% Cotton Short Sleeve T-shirt Two Color Left Chest / Full Color Back	3.78	831.60
110	-2000	White Gildan Ultra 100% Cotton Short Sleeve T-shirt Two Color Left Chest / Full Color Back	4.78	525.80
1,000	-LEFT CHEST	Two Color 3.5" Wide Left Chest	0.00	0.00
1,000	-FULL BACK	Full Color 11" Wide Full Back	0.00	0.00
1	-SETUP	Setup Charge	0.00	0.00
1	-ART	Artwork Prep - No Charge	0.00	0.00
1	-PROOF	Paper Proof	0.00	0.00
	-Freight	Freight Charges	223.00	223.00
		Balance of $3443.00 paid with cc on 8/2/06.		

Thank you!

Subtotal	$3,443.00
Sales Tax (0.0%)	$0.00
Total	$3,443.00
Payments	$-3,443.00
Balance Due	**$0.00**

420 Treasure Drive
Oswego, IL 60543

1-888-253-5800
Fax: 1-888-253-5895

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Invoice

Date	Invoice #
7/11/2006	D12955

Bill To

Brown,Jeff
8321 S. 8th Street
Broken Arrow, OK 74011

Ship To

Jeff Brown
8321 S. 8th Street
Broken Arrow, OK 74011

P.O. No.	Terms	Rep
J. Brown	NET 30	DK

Qty	Item No.	Description	Price Each	Extended Price
125	-BX004	Maroon/White Big Accessories Sandwich Bill Hat Three Color / One Location Embroidery	5.99	748.75
125	-emb	Embroidery - Run Charge 3" Wide Front of Hat	0.00	0.00
1	-SETUP	NO Setup Charge Reorder from PO # D12807	0.00	0.00
1	-ART	Art on File	0.00	0.00
1	-PROOF	NO Paper Proof	0.00	0.00
350	-2000	Navy Gildan Ultra 100% Cotton Short Sleeve T-shirt Two Color / One Location Imprint	3.38	1,183.00
130	-2000	Navy Gildan Ultra 100% Cotton Short Sleeve T-shirt Two Color / One Location Imprint	4.38	569.40
20	-2000	Navy Gildan Ultra 100% Cotton Short Sleeve T-shirt Two Color / One Location Imprint	5.38	107.60
25	-2400G	Navy Gildan Ultra Cotton Long Sleeve T-shirts Two Color / One Location Imprint	5.85	146.25
5	-2400G	Navy Gildan Ultra Cotton Long Sleeve T-shirts Two Color / One Location Imprint	7.85	39.25
530	-LEFT CHEST	Two Color 3.5" Wide Left Chest	0.00	0.00
1	-SETUP	No Setup Charge Reorder from PO # D12580	0.00	0.00
1	-ART	Art on File	0.00	0.00
1	-PROOF	No Paper Proof	0.00	0.00
	-Freight	Freight Charges	173.19	173.19
		Balance paid by check on 7/24/06.		

Thank you!

Subtotal	$2,967.44
Sales Tax (0.0%)	$0.00
Total	$2,967.44
Payments	$-2,967.44
Balance Due	**$0.00**

420 Treasure Drive
Oswego, IL 60543

1-888-253-5800
Fax: 1-888-253-5895

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Invoice

Date	Invoice #
7/17/2006	D12688

Bill To

Brown,Jeff
8321 S. 8th Street
Broken Arrow, OK 74011

Ship To

Jeff Brown
8321 S. 8th Street
Broken Arrow, OK 74011

P.O. No.	Terms	Rep
J. Brown	NET 30	DK

Qty	Item No.	Description	Price Each	Extended Price
1,000	-BWTS	Navy/Mustard Big Accessories washed twill sandwich bill cap	5.29	5,290.00
		Two Color / One Location Embroidery		
1,000	-emb	Embroidery - Run Charge	0.00	0.00
		3" Wide Front of Hat		
1	-SETUP	No Setup Charge	0.00	0.00
		reorder from PO # D12580		
1	-ART	Art on File	0.00	0.00
1	-PROOF	No Paper Proof	0.00	0.00
	-Freight	Freight Charges	113.00	113.00
		Balance of $5403.00 paid with cc on 8/2/06.		

Thank you!

Subtotal	$5,403.00
Sales Tax (0.0%)	$0.00
Total	$5,403.00
Payments	$-5,403.00
Balance Due	**$0.00**

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Invoice

Date	Invoice #
12/13/2006	D14803

Bill To

Brown,Jeff
8321 S. 8th Street
Broken Arrow, OK 74011

Ship To

Jeff Brown
8321 S. 8th Street
Broken Arrow, OK 74011

P.O. No.	Terms	Rep
J. Brown	-Credit Card-	DK

Qty	Item No.	Description	Price Each	Extended Price
70	-2000	Navy Gildan Ultra 100% Cotton Short Sleeve T-shirt Two Color / One Location Imprint	3.38	236.60
10	-2000	Navy Gildan Ultra 100% Cotton Short Sleeve T-shirt Two Color / One Location Imprint	5.38	53.80
10	-2000	Ash Grey Gildan Ultra 100% Cotton Short Sleeve T-shirt Three Color / One Location Imprint	5.10	51.00
10	-2400G	Navy Gildan Ultra Cotton Long Sleeve T-shirts Two Color / One Location Imprint	5.85	58.50
90	-LEFT CHEST	Two Color 3.5" Wide Left Chest	0.00	0.00
10	-LEFT CHEST	Three Color 3.5" Wide Left Chest	0.00	0.00
1	-SETUP	NO Setup Charge Reorder from PO # D14347	0.00	0.00
1	-PROOF	NO Paper Proof	0.00	0.00
	-Freight	Freight Charges	31.35	31.35
		FOLD ALL SHIRTS / LABEL BOXES WITH SIZES		
		Balance of $431.25 paid with cc on 12/14/06.		

Thank you!

Subtotal	$431.25
Sales Tax (0.0%)	$0.00
Total	$431.25
Payments	$-431.25
Balance Due	**$0.00**

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Invoice

Date	Invoice #
2/9/2007	D15249

Bill To

Brown,Jeff
8321 S. 8th Street
Broken Arrow, OK 74011

Ship To

Jeff Brown
8321 S. 8th Street
Broken Arrow, OK 74011

P.O. No.	Terms	Rep
J. Brown	-Credit Card-	DK

Qty	Item No.	Description	Price Each	Extended Price
12	-2400G	Navy Gildan Ultra Cotton Long Sleeve T-shirts Two Color / One Location Imprint	5.85	70.20
11	-2400G	Navy Gildan Ultra Cotton Long Sleeve T-shirts Two Color / One Location Imprint	7.85	86.35
23	-LEFT CHEST	Two Color 3.5" Wide Left Chest	0.00	0.00
1	-SETUP	NO Setup Charge Reorder from PO # D14803	0.00	0.00
1	-ART	Art on File	0.00	0.00
1	-PROOF	NO Paper Proof	0.00	0.00
12	-BX004	Stone/Navy Big Accessories Sandwich Bill Hat Three Color / One Location Embroidery	5.99	71.88
100	-BX004	Maroon/White Big Accessories Sandwich Bill Hat Three Color / one Location Embroidery	5.99	599.00
12	-BX004	Black/White Big Accessories Sandwich Bill Hat Three Color/ Two Location Embroidery DESIGN 2 Reorder from PO # D14053	5.99	71.88
124	-emb	Embroidery - Run Charge 3" Wide Front of Cap	0.00	0.00
12	-emb	Embroidery - Run Charge ON BLACK ONLY - NATIONAL CURVED ON BACK OF HAT	0.00	0.00
1	-SETUP	NO Setup Charge Reorder from PO # D14053	0.00	0.00
1	-ART	Art on File	0.00	0.00
1	-PROOF	NO Paper Proof	0.00	0.00
	-Freight	Freight Charges	72.22	72.22
		Balance of $971.53 paid with cc on 3/1/07.		

Thank you!

Subtotal	$971.53
Sales Tax (0.0%)	$0.00
Total	$971.53
Payments	$-971.53
Balance Due	**$0.00**

420 Treasure Drive
Oswego, IL 60543

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Invoice

Date	Invoice #
3/15/2007	D15596

Bill To

Brown,Jeff
8321 S. 8th Street
Broken Arrow, OK 74011

Ship To

Jeff Brown
8321 S. 8th Street
Broken Arrow, OK 74011

P.O. No.	Terms	Rep
J. Brown	NET 30	DK

Qty	Item No.	Description	Price Each	Extended Price
4	2000	Navy Gildan Ultra 100% Cotton Short Sleeve T-shirt Two Color / One Location Imprint	3.38	13.52
8	2000	Navy Gildan Ultra 100% Cotton Short Sleeve T-shirt Two Color / One Location Imprint	5.38	43.04
12	2000	Ash Gildan Ultra 100% Cotton Short Sleeve T-shirt Three Color / One Location Imprint	3.10	37.20
16	2400G	Navy Gildan Ultra Cotton Long Sleeve T-shirts Two Color / One Location Imprint	5.85	93.60
8	2400G	Navy Gildan Ultra Cotton Long Sleeve T-shirts Two Color / One Location Imprint	7.85	62.80
2	2000B	Navy Gildan Ultra 100% Cotton Youth Short Sleeve T-shirt Two Color / One Location Imprint	3.38	6.76
2	2400B	Navy Youth Gildan Ultra Cotton Long Sleeve T-shirts Two Color/ One Location Imprint	5.85	11.70
52	LEFT CHEST	Two Color 3.5" Wide Left Chest	0.00	0.00
1	SETUP	No Setup Charge REORDER FROM PO # D15249	0.00	0.00
1	ART	Art on File	0.00	0.00
1	PROOF	No Paper Proof	0.00	0.00
	FREIGHT	Freight	26.40	26.40
		Balance of $295.02 paid with cc on 3/23/07.		

Thank you!

Subtotal	$295.02
Sales Tax (0.0%)	$0.00
Total	$295.02
Payments	$-295.02
Balance Due	**$0.00**

420 Treasure Drive
Oswego, IL 60543

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Invoice

Date	Invoice #
4/13/2007	D15933

Bill To

Brown,Jeff
8321 S. 8th Street
Broken Arrow, OK 74011

Ship To

Jeff Brown
8321 S. 8th Street
Broken Arrow, OK 74011

P.O. No.	Terms	Rep
J. Brown	-Credit Card-	DK

Qty	Item No.	Description	Price Each	Extended Price
50	BX004	Maroon/White Big Accessories Sandwich Bill Hat Three Color / One Location Embroidery	5.99	299.50
15	BX004	Black/White Big Accessories Sandwich Bill Hat Three Color / Two Location Embroidery	5.99	89.85
65	EMB	Embroidery - Run Charge 3" Wide Front of Cap	0.00	0.00
15	EMB	Embroidery - Run Charge ON BLACK ONLY - NATIONAL CURVED ON BACK OF HAT	0.00	0.00
1	SETUP	NO Setup Charge Reorder from PO# D15249B	0.00	0.00
1	ART	Art on File	0.00	0.00
1	PROOF	NO Paper Proof	0.00	0.00
	FREIGHT	Freight	82.58	82.58
		Balance of $471.93 paid with cc on 4/14/07.		

Thank you!

Subtotal	$471.93
Sales Tax (0.0%)	$0.00
Total	$471.93
Payments	$-471.93
Balance Due	**$0.00**

420 Treasure Drive
Oswego, IL 60543

1-888-253-5800
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Invoice

Date	Invoice #
4/20/2007	D15968

Bill To

Brown,Jeff
8321 S. 8th Street
Broken Arrow, OK 74011

Ship To

David A. David
3010 Pecan Ridge Drive
Rowlett, TX 75088

P.O. No.	Terms	Rep
J. Brown	-Credit Card-	DK

Qty	Item No.	Description	Price Each	Extended Price
24	BX004	Stone/Navy Big Accessories Sandwich Bill Hat Three Color Front Embroidery / Three Color Sides Embroidery / One Color Personalized Back of Cap Personalized Backs - Navy Blue Embroidery 2 Hats get: State Captain (arch around opening) 4 Hats get: Assistant State Captain.(arch around opening) 18 Hats get: Deputy State Captain (arch around opening	15.99	383.76
24	EMB	Embroidery - Run Charge 3" Wide Front of Cap 2.5" Wide Both Sides of Cap (Texas Flag on each side) 3" Wide Arch over opening personalization	0.00	0.00
1	SETUP	Setup Charge	0.00	0.00
1	ART	Artwork Prep - No Charge	0.00	0.00
1	PROOF	Paper Proof	0.00	0.00
	FREIGHT	Freight	23.83	23.83
		Balance of $407.59 paid with cc on 4/24/07.		

Thank you!

Subtotal	$407.59
Sales Tax (0.0%)	$0.00
Total	$407.59
Payments	$-407.59
Balance Due	**$0.00**

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Invoice

Date	Invoice #
4/24/2007	D15938

Bill To

Brown,Jeff
8321 S. 8th Street
Broken Arrow, OK 74011

Ship To

David A. David
3010 Pecan Ridge Drive
Rowlett, TX 75088

P.O. No.	Terms	Rep
J. Brown	-Credit Card-	DK

Qty	Item No.	Description	Price Each	Extended Price
58	2000	Navy Gildan Ultra 100% Cotton Short Sleeve T-shirt Two Color / One Location Imprint	3.38	196.04
4	2000	Navy Gildan Ultra 100% Cotton Short Sleeve T-shirt Two Color / One Location Imprint	6.38	25.52
80	2000	Ash Grey Gildan Ultra 100% Cotton Short Sleeve T-shirt Three Color / One Location Imprint	3.10	248.00
3	2000	Ash Grey Gildan Ultra 100% Cotton Short Sleeve T-shirt Three Color / One Location Imprint	5.10	15.30
8	2400G	Navy Gildan Ultra Cotton Long Sleeve T-shirts Two Color / One Location Imprint	5.85	46.80
5	2400G	Navy Gildan Ultra Cotton Long Sleeve T-shirts Two Color / One Location Imprint	6.85	34.25
5	2400G	Navy Gildan Ultra Cotton Long Sleeve T-shirts Two Color / ONe Location Imprint	9.85	49.25
80	LEFT CHEST	Two Color 3.5" Wide Left Chest	0.00	0.00
83	LEFT CHEST	Three Color 3.5" Wide Left Chest	0.00	0.00
1	SETUP	NO Setup Charge Reorder from PO # D14347	0.00	0.00
1	ART	Art on File	0.00	0.00
1	PROOF	NO Paper Proof	0.00	0.00
	FREIGHT	Freight	71.00	71.00
		Balance of $686.16 paid with cc on 4/25/07.		

Thank you!

Subtotal	$686.16
Sales Tax (0.0%)	$0.00
Total	$686.16
Payments	$-686.16
Balance Due	**$0.00**

420 Treasure Drive
Oswego, IL 60543

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Invoice

Date	Invoice #
5/7/2007	D15701

Bill To

Brown,Jeff
8321 S. 8th Street
Broken Arrow, OK 74011

Ship To

Jeff Brown
8321 S. 8th Street
Broken Arrow, OK 74011

P.O. No.	Terms	Rep
J. Brown	-Credit Card-	DK

Qty	Item No.	Description	Price Each	Extended Price
1,050	124	White Conformcal Helmet Decal 4" Wide Two Color / One Location Imprint	0.39	409.50
1	SETUP	Setup Charge	0.00	0.00
1	ART	Artwork Prep - No Charge	0.00	0.00
1	PROOF	Paper Proof	0.00	0.00
1	FREIGHT	Freight	19.75	19.75
		Balance of $429.25 paid with cc on 5/10/07.		

Thank you!

Subtotal	$429.25
Sales Tax (0.0%)	$0.00
Total	$429.25
Payments	$-429.25
Balance Due	**$0.00**

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Invoice

Date	Invoice #
5/22/2007	D16428

Bill To

Brown,Jeff
8321 S. 8th Street
Broken Arrow, OK 74011

Ship To

Jeff Brown
8321 S. 8th Street
Broken Arrow, OK 74011

P.O. No.	Terms	Rep
J. Brown	-Credit Card-	DK

Qty	Item No.	Description	Price Each	Extended Price
100	BX004	Maroon/White Big Accessories Sandwich Bill Hat Three Color / One Location Embroidery	5.99	599.00
100	EMB	Embroidery - Run Charge 3" Wide Front of Cap	0.00	0.00
1	SETUP	NO Setup Charge REORDER FROM PO #D15933	0.00	0.00
1	PROOF	Paper Proof	0.00	0.00
1	ART	Art on File	0.00	0.00
	FREIGHT	Freight	18.00	18.00
		Balance of $617.00 paid with cc on 5/29/07.		

Thank you!

Subtotal	$617.00
Sales Tax (0.0%)	$0.00
Total	$617.00
Payments	$-617.00
Balance Due	$0.00

420 Treasure Drive
Oswego, IL 60543

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Invoice

Date	Invoice #
5/23/2007	D16069

Bill To

Brown,Jeff
8321 S. 8th Street
Broken Arrow, OK 74011

Ship To

Jeff Brown
8321 S. 8th Street
Broken Arrow, OK 74011

P.O. No.	Terms	Rep
J. Brown	-Credit Card-	DK

Qty	Item No.	Description	Price Each	Extended Price
3,150	2077	White Vinyl 3" x 3" Decal Back Adhesive Two Color / One Location Imprint	0.16	504.00
1	SETUP	Setup Charge	0.00	0.00
1	ART	Artwork Prep - No Charge	0.00	0.00
1	PROOF	Paper Proof	0.00	0.00
	FREIGHT	Freight	19.63	19.63
		Balance of $523.63 paid with cc on 5/29/07.		

Thank you!

Subtotal	$523.63
Sales Tax (0.0%)	$0.00
Total	$523.63
Payments	$-523.63
Balance Due	**$0.00**

420 Treasure Drive
Oswego, IL 60543

1-888-253-5800
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Invoice

Date	Invoice #
6/13/2007	D15990

Bill To

Brown,Jeff
8321 S. 8th Street
Broken Arrow, OK 74011

Ship To

David A. David
3010 Pecan Ridge Drive
Rowlett, TX 75088

P.O. No.	Terms	Rep
J. Brown	-Credit Card-	DK

Qty	Item No.	Description	Price Each	Extended Price
51	1034	Solid Navy Mesh Back Six Panel Trucker Cap Three Color / One location Embroidery	4.99	254.49
26	1034	Solid Red Mesh Back Six Panel Trucker Cap Three Color / One Location Embroidery	4.99	129.74
15	1034	Solid Khaki Mesh Back Six Panel Trucker Cap Three Color / One Location Embroidery	4.99	74.85
1	1034	Solid Black Mesh Back Six Panel Trucker Cap Three Color / One Location Embroidery	4.99	4.99
93	EMB	Embroidery - Run Charge 3" Wide Front of Cap	0.00	0.00
1	SETUP	NO Setup Charge Reorder from PO # D15933	0.00	0.00
1	ART	Art on File	0.00	0.00
1	PROOF	Paper Proof	0.00	0.00
	FREIGHT	Freight	177.09	177.09
		Please send: 1 Navy, 1Red, 1Black Brown,Jeff 8321 S. 8th Street Broken Arrow, OK 74011 Balance of $641.16 paid with cc on 6/14/07.		

Thank you!

Subtotal	$641.16
Sales Tax (0.0%)	$0.00
Total	$641.16
Payments	$-641.16
Balance Due	**$0.00**

420 Treasure Drive
Oswego, IL 60543

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Invoice

Date	Invoice #
6/18/2007	D16200

Bill To

Brown,Jeff
8321 S. 8th Street
Broken Arrow, OK 74011

Ship To

Jeff Brown
8321 S. 8th Street
Broken Arrow, OK 74011

P.O. No.	Terms	Rep
J. Brown	-Credit Card-	DK

Qty	Item No.	Description	Price Each	Extended Price
100	1034	Solid Navy Mesh Back Six Panel Trucker Cap Three Color/ One Location Embroidery	4.99	499.00
25	1034	Solid Red Mesh Back Six Panel Trucker Cap Three Color / One Location Embroidery	4.99	124.75
25	1034	Solid Black Mesh Back Six Panel Trucker Cap Three Color / One Location Embroidery	4.99	124.75
150	EMB	Embroidery - Run Charge 3" Wide Front of Cap	0.00	0.00
1	SETUP	NO Setup Charge Reorder from PO # D15990	0.00	0.00
1	ART	Artwork Prep - No Charge	0.00	0.00
1	PROOF	Paper Proof	0.00	0.00
	FREIGHT	Freight	56.20	56.20
		Balance of $804.70 paid with cc on 6/19/07.		

Thank you!

Subtotal	$804.70
Sales Tax (0.0%)	$0.00
Total	$804.70
Payments	$-804.70
Balance Due	**$0.00**

420 Treasure Drive
Oswego, IL 60543

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Invoice

Date	Invoice #
7/11/2007	D16862

Bill To

Brown,Jeff
8321 S. 8th Street
Broken Arrow, OK 74011

Ship To

Jeff Brown
8321 S. 8th Street
Broken Arrow, OK 74011

P.O. No.	Terms	Rep
J. Brown	-Credit Card-	DK

Qty	Item No.	Description	Price Each	Extended Price
98	45061	Navy/Bone Visor with Sandwich Accent Two Color One Location Embroidery	4.29	420.42
98	EMB	Embroidery - Run Charge 1.75" h embroidery	0.00	0.00
1	SETUP	Setup Charge	0.00	0.00
1	ART	Artwork Prep - No Charge	0.00	0.00
1	PROOF	Paper Proof	0.00	0.00
	FREIGHT	Freight	31.99	31.99
		Balance of $452.41 paid with cc on 7/12/07		

Thank you!

Subtotal	$452.41
Sales Tax (0.0%)	$0.00
Total	$452.41
Payments	$-452.41
Balance Due	**$0.00**

420 Treasure Drive
Oswego, IL 60543

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Invoice

Date	Invoice #
8/7/2007	D17290

Bill To

Brown,Jeff
8321 S. 8th Street
Broken Arrow, OK 74011

Ship To

Jeff Brown
8321 S. 8th Street
Broken Arrow, OK 74011

P.O. No.	Terms	Rep
J. Brown	-Credit Card-	DK

Qty	Item No.	Description	Price Each	Extended Price
100	BX004	Maroon/White Big Accessories Sandwich Bill Hat Three Color / one Location embroidery	5.99	599.00
100	EMB	Embroidery - Run Charge 3" Wide Front of Cap	0.00	0.00
1	SETUP	NO Setup Charge REORDER FROM PO #D16428	0.00	0.00
1	ART	Art on File	0.00	0.00
1	PROOF	NO Paper Proof	0.00	0.00
	FREIGHT	Freight	156.40	156.40
		Balance of $755.40 paid with cc on 8/09/07		

Thank you!

Subtotal	$755.40
Sales Tax (0.0%)	$0.00
Total	$755.40
Payments	$-755.40
Balance Due	**$0.00**

420 Treasure Drive
Oswego, IL 60543

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Invoice

Date	Invoice #
8/7/2007	D17270

Bill To

Brown,Jeff
8321 S. 8th Street
Broken Arrow, OK 74011

Ship To

Jeff Brown
8321 S. 8th Street
Broken Arrow, OK 74011

P.O. No.	Terms	Rep
J. Brown	-Credit Card-	DK

Qty	Item No.	Description	Price Each	Extended Price
10	2000	Navy Gildan Ultra 100% Cotton Short Sleeve T-shirt Two Color / One Location Imprint	3.38	33.80
10	2000	Navy Gildan Ultra 100% Cotton Short Sleeve T-shirt Two Color / One Location Imprint	4.38	43.80
20	2000	Ash Grey Gildan Ultra 100% Cotton Short Sleeve T-shirt Three Color / One Location Imprint	3.10	62.00
45	2400G	Navy Gildan Ultra Cotton Long Sleeve T-shirts Two Color / One Location Imprint	5.85	263.25
20	2400G	Navy Gildan Ultra Cotton Long Sleeve T-shirts Two Color / One Location Imprint	6.85	137.00
85	LEFT CHEST	Two Color 3.5" Wide Left Chest	0.00	0.00
20	LEFT CHEST	Three Color 3.5" Wide Left Chest	0.00	0.00
1	SETUP	NO Setup Charge REORDER FROM PO #D15938	0.00	0.00
1	ART	Art on File	0.00	0.00
1	PROOF	NO Paper Proof	0.00	0.00
	FREIGHT	Freight	54.30	54.30
		Balance of $594.15 paid with cc on 8/09/07		

Thank you!

Subtotal	$594.15
Sales Tax (0.0%)	$0.00
Total	$594.15
Payments	$-594.15
Balance Due	**$0.00**

420 Treasure Drive
Oswego, IL 60543

1-888-253-5800
Fax: 1-888-253-5895

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Invoice

Date	Invoice #
8/20/2007	D17609

Bill To

Brown,Jeff
8321 S. 8th Street
Broken Arrow, OK 74011

Ship To

Jeff Brown
8321 S. 8th Street
Broken Arrow, OK 74011

P.O. No.	Terms	Rep
J. Brown	-Credit Card-	DK

Qty	Item No.	Description	Price Each	Extended Price
24	BX004	Black/White Big Accessories Sandwich Bill Hat Three Color / Two Location Embroidery	10.25	246.00
24	EMB	Embroidery - Run Charge 3" Wide Front of Cap	0.00	0.00
24	EMB	Embroidery - Run Charge NATIONAL CURVED ON BACK OF HAT	0.00	0.00
1	SETUP	No Setup Charge REORDER FROM PO #D15933	0.00	0.00
1	ART	Art on File	0.00	0.00
1	PROOF	NO Paper Proof	0.00	0.00
1	FREIGHT	Freight	21.77	21.77
		Balance of $267.77 paid with cc on 8/20/07		

Thank you!

Subtotal	$267.77
Sales Tax (0.0%)	$0.00
Total	$267.77
Payments	$-267.77
Balance Due	**$0.00**

420 Treasure Drive
Oswego, IL 60543

1-888-253-5800
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Invoice

Date	Invoice #
9/21/2007	D18110

Bill To

Brown,Jeff
8321 S. 8th Street
Broken Arrow, OK 74011

Ship To

Jeff Brown
8321 S. 8th Street
Broken Arrow, OK 74011

P.O. No.	Terms	Rep
J. Brown	-Credit Card-	DK

Qty	Item No.	Description	Price Each	Extended Price
50	BX004	Maroon/White Big Accessories Sandwich Bill Hat	5.99	299.50
		Three Color / One Location Embroidery		
50	EMB	Embroidery - Run Charge	0.00	0.00
		3" Wide Front of Cap		
1	SETUP	NO Setup Charge	0.00	0.00
		REORDER FROM PO #D17290		
1	ART	Art on File	0.00	0.00
1	PROOF	NO Paper Proof	0.00	0.00
	FREIGHT	Freight	21.68	21.68
		Deposit of $150.00 paid with cc on 9/12/07		
		Balance of $171.18 paid with cc on 9/25/07		

Thank you!

Subtotal	$321.18
Sales Tax (0.0%)	$0.00
Total	$321.18
Payments	$-321.18
Balance Due	**$0.00**

420 Treasure Drive
Oswego, IL 60543

1-888-253-5800
Fax: 1-888-253-5895

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Invoice

Date	Invoice #
11/14/2007	D18890

Bill To

Brown,Jeff
8321 S. 8th Street
Broken Arrow, OK 74011

Ship To

Jeff Brown
8321 S. 8th Street
Broken Arrow, OK 74011

P.O. No.	Terms	Rep
J. Brown	-Credit Card-	DK

Qty	Item No.	Description	Price Each	Extended Price
60	BX004	Maroon/White Big Accessories Sandwich Bill Hat Three Color / one Location Embroidery	5.99	359.40
60	EMB	Embroidery - Run Charge 3" Wide Front of Cap	0.00	0.00
1	SETUP	NO Setup Charge REORDER FROM PO #D18110	0.00	0.00
1	ART	Art on File	0.00	0.00
1	PROOF	NO Paper Proof	0.00	0.00
12	2000	Navy Gildan Ultra 100% Cotton Short Sleeve T-shirt Two Color / one Location Imprint	7.14	85.68
12	2400G	Navy Gildan Ultra Cotton Long Sleeve T-shirts Two Color / one Location Imprint	9.95	119.40
24	LEFT CHEST	Two Color 3.5" Wide Left Chest	0.00	0.00
1	SETUP	NO Setup Charge REORDER FROM PO #D17270	0.00	0.00
1	ART	Art on File	0.00	0.00
1	PROOF	NO Paper Proof	0.00	0.00
	FREIGHT	Freight	36.37	36.37
		Balance of $600.85 paid with cc on 11/15/07		

Thank you!

Subtotal	$600.85
Sales Tax (0.0%)	$0.00
Total	$600.85
Payments	$-600.85
Balance Due	**$0.00**

420 Treasure Drive
Oswego, IL 60543

1-888-253-5800
Fax: 1-888-253-5895

www.showyourlogo.com

Invoice

Date	Invoice #
12/17/2007	D19420

Bill To

Brown,Jeff
8321 S. 8th Street
Broken Arrow, OK 74011

Ship To

Jeff Brown
8321 S. 8th Street
Broken Arrow, OK 74011

P.O. No.	Terms	Rep
J. Brown	-Credit Card-	DK

Qty	Item No.	Description	Price Each	Extended Price
12	2400G	Navy Gildan Ultra Cotton Long Sleeve T-shirts	9.95	119.40
		Two Color / One Location Imprint		
12	LEFT CHEST	Two Color 3.5" Wide Left Chest	0.00	0.00
1	SETUP	NO Setup Charge	0.00	0.00
		REORDER FROM PO #D18890		
1	ART	Art on File	0.00	0.00
1	PROOF	NO Paper Proof	0.00	0.00
	FREIGHT	Freight	11.92	11.92
		Balance of $131.32 paid with cc on 12/18/07		

Thank you!

Subtotal	$131.32
Sales Tax (0.0%)	$0.00
Total	$131.32
Payments	$-131.32
Balance Due	**$0.00**

420 Treasure Drive
Oswego, IL 60543

1-888-253-5800
Fax: 1-888-253-5895

www.showyourlogo.com

Invoice

Date	Invoice #
1/28/2008	D19835

Bill To

Brown,Jeff
8321 S. 8th Street
Broken Arrow, OK 74011

Ship To

Jeff Brown
8321 S. 8th Street
Broken Arrow, OK 74011

P.O. No.	Terms	Rep
J. Brown	-Credit Card-	DK

Qty	Item No.	Description	Price Each	Extended Price
75	BX004	Maroon/White Big Accessories Sandwich Bill Hat Three Color / one Location Embroidery	5.99	449.25
75	EMB	Embroidery - Run Charge 3" Wide Front of Cap	0.00	0.00
1	SETUP	NO Setup Charge REORDER FROM PO #D18890A	0.00	0.00
1	ART	Art on File	0.00	0.00
1	PROOF	NO Paper Proof	0.00	0.00
	FREIGHT	Freight	27.16	27.16
		Balance of $476.41 paid with cc on 1/29/08		

Thank you!

Subtotal	$476.41
Sales Tax (0.0%)	$0.00
Total	$476.41
Payments	$-476.41
Balance Due	**$0.00**

420 Treasure Drive
Oswego, IL 60543

1-888-253-5800
Fax: 1-888-253-5895

www.showyourlogo.com

Invoice

Date	Invoice #
7/14/2008	D21923

Bill To

Brown,Jeff
8321 S. 8th Street
Broken Arrow, OK 74011

Ship To

Jeff Brown
8321 S. 8th Street
Broken Arrow, OK 74011

P.O. No.	Terms	Rep
	-Credit Card-	DK

Qty	Item No.	Description	Price Each	Extended Price
1,050	2077	White Vinyl 3" x 3" Decal Two Color / One Location Imprint	0.29	304.50
1	SETUP	NO Setup Charge REORDER FROM PO #D16069	0.00	0.00
1	ART	Art on File	0.00	0.00
1	PROOF	NO Paper Proof	0.00	0.00
	FREIGHT	Freight	22.69	22.69
		Balance of $327.19 paid with cc on 7/15/08		

Thank you!

Subtotal	$327.19
Sales Tax (0.0%)	$0.00
Total	$327.19
Payments	$-327.19
Balance Due	**$0.00**

SHOW YOUR LOGO
www.showyourlogo.com

420 Treasure Drive
Oswego, IL 60543

1-888-253-5800
Fax: 1-888-253-5895

Invoice

Date	Invoice #
9/18/2008	D23272

Bill To

Brown,Jeff
8321 S. 8th Street
Broken Arrow, OK 74011

Ship To

Jeff Brown
8321 S. 8th Street
Broken Arrow, OK 74011

P.O. No.	Terms	Rep
	-Credit Card-	DK

Qty	Item No.	Description	Price Each	Extended Price
1,000	101100	Round Laminated Cello Button - 1 3/4"	0.28	280.00
		Two Color / One Location Imprint	40.00	40.00
1	SETUP	Setup Charge	0.00	0.00
1	ART	Artwork Prep - No Charge	0.00	0.00
1	PROOF	Paper Proof	24.10	24.10
	FREIGHT	Freight		
		Balance of $344.10 paid with cc on 9/19/08		

Thank you!

Subtotal	$344.10
Sales Tax (0.0%)	$0.00
Total	$344.10
Payments	$-344.10
Balance Due	**$0.00**

The Trophy Case

943 North Elm Pl.
Broken Arrow, OK 74012
(918) 251-1487 (918) 251-1602 fax

Invoice

Date	1/12/06

Bill To	Ship To
PATRIOT GUARD	

P.O. Number	Order Taken By	Needed By

Quantity	Description	Price Each	Amount
1	7X9 JOSEPH LUCAS	13.95	13.95
1	7X9 BENJAMIN BRITT	13.95	13.95
4	7 x 9 MEISTER COLES BISHOP PFENDER	13.95	55.80
1	7 x 9 TEBULA	13.95	13.95
3	7 X 9 WHITE JOHNSON McLAUGHLIN	13.95	41.85
1	7X9 WV MINERS	13.95	13.95
1	7X9 PFENDER - REDD	13.95	13.95
		Subtotal	167.40
	We appreciate your business!!!	Sales Tax	14.26
		Total	181.66

Paid 1/31/06

The Trophy Case

943 North Elm Pl.
Broken Arrow, OK 74012
(918) 251-1487 (918) 251-1602 fax

Invoice

Date	1/27/06

Bill To	Ship To
PATRIOT GUARD	

P.O. Number	Order Taken By	Needed By

Quantity	Description	Price Each	Amount
1	7X9 SALTER	13.95	13.95
1	7X9 PRICE	13.95	13.95
1	7X9 YAZZIE	13.95	13.95
1	7X9 DEMOORS	13.95	13.95
	FRT OVERNIGHT	34.85	34.85
1	7X9 DOSTIE	13.95	13.95
1	7X9 CHASE	13.95	13.95
1	7X9 WAGLER	13.95	13.95
1	7X9 FRANTZ	13.95	13.95

We appreciate your business!!!.

TOTAL $337.61

Subtotal	111.60
	34.85 FRT
Sales Tax	9.50
Total	155.95

American Flags & Poles

276 Front Street
Marietta, OH 45750
Historic Downtown
www.americanflagsandmore.com

(740) 373-4262
1-800-262-FLAG
FAX (740) 373-4620

NAME Patriot Guard Riders

ADDRESS 8321 South 8th St Broken Arrow OK 74011

PH. NO. 918-449-1652

DATE 3/13/6

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE RET.	PAID OUT	LAYAWAY
X							

QTY.	DESCRIPTION	PRICE	AMOUNT
	per Jeff Brown		
106	3'x5' Patriot Guard Riders custom flag	22.00	2,332.00
	As always shipped		FREE
	THANKyou		
	out of state	TAX	—
RECEIVED BY		TOTAL	$2,332.00

No. 87

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

Thank You

10/13/8

Jeff —
Hope this helps.
Let me know if you need more info.
THANK
Sylvi

BROWN010324

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@valornet.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/cufl11x142co1.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/cuflsetupch15.html (Shipped)	CUST1114HF_2_SETUP	1	44.00
		Subtotal	539.00
		Shipping	10.31
		Tax	0.00
		Total	549.31

CF- 471

#238123	**Order united-states-flag-238123 for United-states-flag**
Date	Wed Feb 8 16:00:53 EDT 2006
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@valornet.com (emailed)
Via	UPS Ground
Payment	Visa
Comments	THIS IS A RE-ORDER FOR CUSTOMER, I WILL CREDIT ORDER. Order taken by: Lynda

Item	Code	Qty	Unit Price
Custom Car Flag set up charge 11 x 14inch 2 color http://store.yahoo.com/united-states-flag/cuflsetupch15.html (Shipped)	CUST1114HF_2_SETUP	1	44.00
Custom Car Flag 11 x 14inch 2 color double sided Superknit Polyester http://store.yahoo.com/united-states-flag/cufl11x142co1.html (Shipped)	CUST1114HF_2_2	100	4.95
		Subtotal	539.00
		Shipping	15.78
		Tax	0.00
		Total	554.78

CF-538

#253570	**Order united-states-flag-253570 for United-states-flag**
Date	Thu Mar 30 12:13:36 EDT 2006
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@valornet.com (emailed)
Via	UPS Ground
Payment	Visa
Comments	THIS IS A RE-ORDER FOR CUSTOMER, I WILL CREDIT SET UP CHARGE 1/2 PRICE. Order taken by: Lynda

Item	Code	Qty	Unit Price
Custom Car Flag set up charge 11 x 14inch 2 color http://store.yahoo.com/united-states-flag/cuflsetupch15.html (Shipped)	CUST1114HF_2_SETUP	1	44.00
Custom Car Flag 11 x 14inch 2 color double sided Superknit Polyester http://store.yahoo.com/united-states-flag/cufl11x142co1.html (Shipped)	CUST1114HF_2_2	200	4.95
		Subtotal	1034.00
		Shipping	24.64
		Tax	0.00
		Total	1058.64

CF- 556 500 of 1000

#261731	**Order united-states-flag-261731 for United-states-flag**
Date	Mon Apr 24 16:15:54 EDT 2006
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	venders@patriotguardstore.org (emailed)
Via	UPS Ground
Payment	Visa
Comments	Order requested by Susan. This will be 500 flags added to order # 259965. There is no set up fee.

Item	Code	Qty	Unit Price
Custom Car Flag 11 x 14inch 2 color double sided Superknit Polyester http://store.yahoo.com/united-states-flag/cufl11x142co1.html	CUST1114HF_2_2	500	4.95

Subtotal	2475.00
Shipping	85.00
Tax	0.00
Total	2560.00

CF-556 500 of 1000

#259965	**Order united-states-flag-259965 for United-states-flag**
Date	Wed Apr 19 12:08:22 EDT 2006
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	venders@patriotguardstore.org (emailed)
Via	UPS Ground
Payment	Visa
Comments	Re-order. Set up fee will be changed to $44.00. Shipping fee to be added. Order Taken by Susan

Item	Code	Qty	Unit Price
Custom Car Flag set up charge 11 x 14inch 2 color http://store.yahoo.com/united-states-flag/cuflsetupch15.html	CUST1114HF_2_SETUP	1	44.00
Custom Car Flag 11 x 14inch 2 color double sided Superknit Polyester http://store.yahoo.com/united-states-flag/cufl11x142co1.html	CUST1114HF_2_2	500	4.95

Subtotal	2519.00
Shipping	85.00
Tax	0.00
Total	2604.00

CF-667

#289858	**Order united-states-flag-289858 for United-states-flag**
Date	Thu Jun 29 09:58:44 EDT 2006
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	venders@patriotguardstore.org (emailed)
Via	UPS Ground
Payment	Visa
Comments	No set up fee per John Mirenzi. Ordered by Susan. Shipping fee to be added once flags recieved.

Item	Code	Qty	Unit Price
Custom Car Flag 11 x 14inch 2 color double sided Superknit Polyester http://store.yahoo.com/united-states-flag/cufl11x142co1.html	CUST1114HF_2_2	500	4.95
		Subtotal	2475.00
		Shipping	56.00
		Tax	0.00
		Total	2531.00

CF-788

#321354	**Order united-states-flag-321354 for United-states-flag**
Date	Wed Sep 27 14:07:56 EDT 2006
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	customflag@onlinestores.com (emailed)
Via	UPS Ground
Payment	Visa
Comments	Set up fee waived per John Mirenzi. Shipping cost to be advised and added to order at time of shipping. Ordered by Susan.

Item	Code	Qty	Unit Price
Custom Car Flag 11 x 14inch 2 color double sided Superknit Polyester http://store.yahoo.com/united-states-flag/cufl11x142co1.html	CUST1114HF_2_2	500	5.50
		Subtotal	2750.00
		Shipping	100.07
		Tax	0.00
		Total	2850.07

CF-926

Online Stores, Inc.

Invoice

United States Flag Store

1000 Westinghouse Drive, Suite 1
New Stanton, PA 15672
1-877-734-2458

Order Number	Order Date
SE166965	1/12/2007

Customer ID	PO Number
176421	

WHOLESALE

Sold To

Patriot Guard Rider
Jeff Brown
8321 S 8th St
Broken Arrow, OK 74011-8813
Phone: 918-449-1652

Ship To

Patriot Guard Rider
Jeff Brown
8321 S 8TH ST
BROKEN ARROW, OK 74011
Phone: 918-449-1652

Payment Information:
Visa

Shipping Method
UPS Ground

COMMENTS: Jan H
Custom Car Flags

SKU	Description	Ordered	Shipped	Returned	Unit Price	Extended
CUST1114HF_2_2	Custom Car Flag 11 x 14inch 2 color double sided Superknit Polyester	250	250	0	$4.41	$1,102.50

Subtotal	$1,102.50
Shipping	$43.75
Handling	$0.00
Tax	$0.00
Grand Total	$1,146.25
Discount	$0.00
Payments	$1,146.25
Credits	
Balance Due	$0.00

Please Make Checks Payable to Online Stores, Inc.

Thank You for your Order!

IN032807-1014080907AMCB

CF - 1155

Online Stores, Inc.

Invoice

United States Flag Store

1000 Westinghouse Drive, Suite 1
New Stanton, PA 15672
1-877-734-2458

Order Number	Order Date
SE249028	5/25/2007

Customer ID	PO Number
176421	

WHOLESALE

Sold To

Patriot Guard Rider
Jeff Brown
8321 S 8th St
Broken Arrow, OK 74011-8813
Phone: 918-449-1652

Ship To

Patriot Guard Rider
Jeff Brown
8321 S 8TH ST
BROKEN ARROW, OK 74011
Phone: 918-449-1652

Payment Information:
Visa

Shipping Method
UPS Ground

COMMENTS: Jan H
Custom Order

Order recieved by Susan/Custom Dept.

SKU	Description	Ordered	Shipped	Returned	Unit Price	Extended
CUST1114HF_2_2	Custom Flag - 11x14in Superknit Polyester. 2-Color. Double Sided	250	250	0	$4.41	$1,102.50

Subtotal	$1,102.50
Shipping	$41.90
Handling	$0.00
Tax	$0.00
Grand Total	$1,144.40
Discount	$0.00
Payments	$1,144.40
Credits	
Balance Due	$0.00

IN032807-1014080909AMCB

CF-1331

Online Stores, Inc.

Invoice

United States Flag Store

1000 Westinghouse Drive, Suite 1
New Stanton, PA 15672
1-877-734-2458

Order Number	Order Date
SE332163	10/2/2007

Customer ID	PO Number
176421	

WHOLESALE

Sold To

Patriot Guard Rider
Jeff Brown
8321 S 8th St
Broken Arrow, OK 74011-8813
Phone: 918-449-1652

Ship To

Patriot Guard Rider
Jeff Brown
8321 S 8TH ST
BROKEN ARROW, OK 74011
Phone: 918-449-1652

Payment Information:
Visa

Shipping Method
UPS Ground

COMMENTS: Jan H
Custom Order.
Order received by Susan 10-2-07. Re-order of CF-1155

SKU	Description	Ordered	Shipped	Returned	Unit Price	Extended
CUST1114HF_2_2	Custom Flag - 11x14in Superknit Polyester. 2-Color. Double Sided	200	200	0	$4.41	$882.00

Subtotal	$882.00
Shipping	$20.33
Handling	$0.00
Tax	$0.00
Grand Total	$902.33
Discount	$0.00
Payments	$902.33
Credits	
Balance Due	$0.00

Please Make Checks Payable to Online Stores, Inc.

Thank You for your Order!

IN032807-1014080909AMCB

1621
CF - ~~1622~~

Online Stores, Inc.

Invoice

United States Flag Store

1000 Westinghouse Drive, Suite 1
New Stanton, PA 15672
1-877-734-2458

Order Number	Order Date
SE478421	4/15/2008

Customer ID	PO Number
176421	

WHOLESALE

Sold To

Patriot Guard Rider
Jeff Brown
8321 S 8th St
Broken Arrow, OK 74011-8813
Phone: 918-449-1652
jeffbrown@valornet.com

Ship To

Patriot Guard Rider
Jeff Brown
8321 S 8TH ST
BROKEN ARROW, OK 74011
Phone: 918-449-1652

#Error
VISA

Shipping Method
UPS Ground

COMMENTS: Wholesale / Ed Horne
Re-order of CF-1331; setup fee waived.

SKU	Description	Ordered	Shipped	Returned	Unit Price	Extended
CUST1114HF_2_2	Custom Flag - 11x14in Superknit Polyester. 2-Color. Double Sided	200	200	0	$4.75	$950.00

Subtotal	$950.00
Shipping	$28.49
Handling	$0.00
Tax	$0.00
Grand Total	$978.49
Discount	$0.00
Payments	$978.49
Credits	
Balance Due	$0.00

Please Make Checks Payable to Online Stores, Inc.

Thank You for your Order!

IN032807-1014080910AMCB

Lattimer, Betsy M.

From: Jeff Brown [jeffbrown@valornet.com]
Sent: Monday, April 24, 2006 3:23 PM
To: John Jacobs
Subject: RE: PGR Trademark

John,

I'm thinking of posting this on the website...does it look ok to you? Are there any changes I should make?
Thanks,
Jeff

PGR name and Logo

Several members have asked to make different items incorporating the Patriot Guard Riders name and or logo. Unfortunately, we have had to ask that this not be done and I think everyone needs to know why.

The name, Patriot Guard Riders, our logo, as well as the phrase Riding With Respect, are all trademarked to protect the identity of the organization. Attorneys have cautioned us the if we allow it's unlicensed use, should we ever have to go to court to enforce the trademark protection, our case could be severely hampered by the fact that a precedent has been set for it's unlicensed use.
Folks, we're not trying to be jerks about it, we're just trying to make sure our organization is fully protected from those who might want to discredit us in the future.
Thanks for your understanding and cooperation.
Jeff

EXHIBIT
tabbies
12

From: Jeff Brown <jeffbrown@valornet.com>
Sent: Thursday, February 1, 2007 8:30 AM
To: John Jacobs <mrjjacobs@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	3/21/06
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:mrjjacobs@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:mrjjacobs@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.

PLAINTIFF'S EXHIBIT
13

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@valornet.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

Goswick, Diane

From: Jeff [jeffbrown@valornet.com]
Sent: Sunday, May 02, 2010 1:58 PM
To: Blue, Rachel
Subject: FW: PGR Forums - New Post RE: USTP ruling posted yet??

-----Original Message-----
From: Jeff Brown [mailto:jeffbrown@valornet.com]
Sent: Friday, January 02, 2009 6:53 PM
To: bacritterrescue@yahoo.com
Subject: RE: PGR Forums - New Post RE: USTP ruling posted yet??

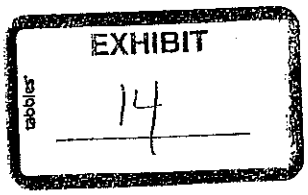
Isn't he one of our PGR-OK members? The name sure sounds familiar but I'm not positive.
Whirleyfart...LOL...I love that!
Jeff

-----Original Message-----
From: Kerri Hamilton [mailto:bacritterrescue@yahoo.com]
Sent: Friday, January 02, 2009 6:47 PM
To: Jeff Brown
Subject: Fw: PGR Forums - New Post RE: USTP ruling posted yet??

who is Charley747?? This is whirlyfarts reply to a post made by that guy.

--- On **Fri, 1/2/09, info@patriotguard.org** ***<info@patriotguard.org>*** wrote:

From: info@patriotguard.org <info@patriotguard.org>
Subject: PGR Forums - New Post RE: USTP ruling posted yet??
To: bacritterrescue@yahoo.com
Date: Friday, January 2, 2009, 11:56 AM



At 02 Jan 2009 5:55 PM a message was posted to a thread you were tracking.

RE: USTP ruling posted yet??
by whirlwind

Charley, I'm certain that I know the facts of the trademark issue as well as any. The fact is that Patriot Guard Riders, Inc. has the first application for the trade/service mark of our logo and name. The Opposer chose to attempt to claim the use for his own profit. Read the applications; PGR has filed for the non-profit organization to own the rights, not any for profit individual.

We are defending our application against the filed objection to our application.

The accusation about the audit is pure BS. The mis-appropriation of funds were reported to the FBI, and even the Opposer knows it. **WE** do not have the decision to prosecute and the 1099 does not prevent it either.

I agree that the funds raised by the PGR Store are better spent for our soldiers and mission, but if we loose the right to operate our store... Over 75% of our HOTH funding traditionally comes from sales from the store. Did the Opposer ever put that kind of money into our mission. No. Not even remotely close.

It is also correct that if we lose this dispute, we will lose the right to conduct our missions under the name Patriot Guard Riders. I can assure you that there will be no attempts to secure a license from the Opposer if he should win. There was an anonymous poll among the State Captains, and I don't believe there was a

single vote in favor of the Opposer owning our name and logo. He, the Opposer, is aware of this poll and the results. He is absolutely aware that it will destroy the existing organization that has performed every mission since Fall 2005. He has contacted members in many states to form his new organization if he should win. **HIS** So that he may continue to personally profit.
I respect that you have your own views and opinions, but there will be a great deal of information to be shared in the future. I'd ask that you wait for some of that before drawing your conclusions. I think you might be... "surprised" by what you learn.

To view the complete thread and reply, please visit:
http://www.patriotguard.org/ALLForums/tabid/61/view/topic/postid/1031202/ptarget/1054417/Default.aspx

You were sent this email because you opted to receive email notifications when someone responded to this thread. To unsubscribe to this thread please visit your user profile page delete this post from your subscribed topics.
Thank you, Patriot Guard Riders

Zippy Challenge Coin's are about the organization. They are not normally intended for the public. I don't see why Jeff can't be asked to license the PGR to use it.

Wescoot2
Posts: 2787
Park Ridge, Illinois

15 Nov 2006 9:28 PM Alert

Sierge,

We only have permission to use the PGR Logo on the website, no permission given for anything else.

Respects,
Ed

Freedom
Justice
Brotherhood

If your gonna be One.....Be a BIG RED ONE

Diplomacy...the art of telling someone to go to hell.....and they look forward to the trip

Zippy
Posts: 6027
Phoenix, AZ

15 Nov 2006 9:32 PM Alert

PLAINTIFF'S EXHIBIT 15

9/18/1448
PETITIONER'S EXHIBIT 25

Kelly "Tinman" Crouse
Proud Member
Patriot Guard Riders

snonut
Posts: 443
Dover, NH

Alert

04 Sep 2006 8:16 PM

What are the thoughts for selling your own stuff on ebay (which I can only assume it belongs to a member)? This was found by a member in NJ:
http:

http://tinyurl.com/ro2sa

User Support Team
Assistant State Veteran's Services Officer

"All that it takes for evil to triumph is for good people to do nothing."

PGR Mad Dog
Posts: 0

Alert

04 Sep 2006 8:40 PM

If they bought it from the PGR store, and they are not making them, I don't see any reason why they can not sell it again.

If they are getting a better price than the PGR store = great marketing.

Zippy
Posts: 6495
Phoenix, AZ
National Forum Admin
User Accounts Admin

Alert

04 Sep 2006 8:57 PM

Posting another reminder to protect a copyright is not beating a dead horse. I just lost hundreds of dollars in income two weeks ago over a pirated design, by a PGR member, no less. I have no idea how long this person has been selling my design and he got the idea from another PGR member. He's been given a limit but if he doesn't cease and desist it will cost me a great deal more money to defend my

PLAINTIFF'S EXHIBIT
16

PGR 003373

design against his infringement. Money I don't have to spare.

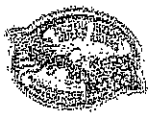
I don't think there's anything that can be done about a member selling something he already owns, as long as he's not making them himself to sell for profit. The jacket is another matter.

Diane "Zippy" Anderson
PROUD Army Mom of SSgt Billy Myers 2nd Cavalry Stryker, Iraq

"...for those who man the battle line, the bugle whispers low, and freedom has a taste and price the protected never know..."

TOU Enforcement Agent

indyharley
Posts: 3846
Indiana



04 Sep 2006 9:11 PM

Alert

who actually owns the PGR trademark and/or copyright? Just curious if anyone really knows.

Richard 'IndyHarley' Wilbur
Veteran ('65-'69)
SC IN PGR ('05)
Retired LEO and Blue Knight MC Member

For quick Mission information in IN see - http://indianapatriotguard.org/missions.htm

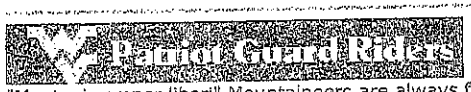
Boccie
Posts: 442
WV Ride Captain

04 Sep 2006 9:14 PM

Alert

You can buy from the PGR store and re-sell them all you want. You can re-sell your car, house, clothes etc etc etc.

That isnt copyright infringement. If I make some shoes and stick Nike on them that is. So this person selling the jackets is a pirate.



"Montani semper liberi" Mountaineers are always free

JohnnyW
Posts: 380

04 Sep 2006 10:29 PM

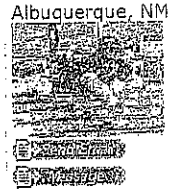
Alert

Fort Campbell, KY
Tuckasee Ride
Captain

Jeff (twister) owns all the copyrights last time I checked. He has to grant someone a license before they can use any of the copyrighted material for other things.

Goin off to play GI Joe in the big ole sandbox for about 15 months

sgtpotsie
Posts: 3664
New Mexico SC
Albuquerque, NM



05 Sep 2006 1:57 PM Alert

Potsie, er I mean JohnnyW is correct. Jeff owns the design and the motto. They are licensed to PGR and anyone else who obtains his permission. I do believe a pee pee slap is in order here.....

Michael "Potsie" Postel
SSgt, USAF
I.Y.A.A.Y.A.S!

Riding in memory and honor of Jim "Norton" Rolfe. You will always be our SC brother.

"I feel how weak and fruitless must be any word of mine which should attempt to beguile you from the grief of a loss so overwhelming. But I cannot refrain from tendering you the consolation that may be found in the thanks of the Republic they died to save.
I pray that our Heavenly Father may assuage the anguish of your bereavement, and leave you only the cherished memory of the loved and lost, and the solemn pride that must be yours to have laid so costly a sacrifice upon the altar of freedom."
-Abraham Lincoln

loehring
Posts: 1634
GA Ride Captain
Buford, GA

05 Sep 2006 3:12 PM Alert

I know we all try to let a lot slide, but I would feel sorry for the member that showed up on a mission wearing something like that. It would probably be the newest, most enthusiastic one there too.

Chip
"Night Sentry"

Lattimer, Betsy M.

From: Jeff Brown [jeffbrown@valornet.com]
Sent: Wednesday, September 06, 2006 12:16 PM
To: John Jacobs
Subject: RE: Tradmark Violation?

I saw that...thanks for your help. On another note, did we ever trademark "The Gathering of the Guards"?

Thanks,
Jeff

-----Original Message-----
From: John Jacobs [mailto:mnjjacobs@gmail.com]
Sent: Wednesday, September 06, 2006 8:12 AM
To: Jeff Brown
Cc: Clayton Hall
Subject: Re: Tradmark Violation?

The auction was cancelled early with no sale. I can't tell whether the complaint to ebay or the second request to the seller was the cause.

On 9/3/06, **Jeff Brown** <jeffbrown@valornet.com> wrote:
Thanks...I appreciate it.
Jeff

-----Original Message-----
From: John Jacobs [mailto: mnjjacobs@gmail.com]
Sent: Sunday, September 03, 2006 10:35 AM
To: Jeff Brown
Cc: Clayton Hall
Subject: Re: Tradmark Violation?

Will do. I'll send a message to the seller and to ebay, and we'll see what happens from there.

On 9/3/06, **Jeff Brown** < jeffbrown@valornet.com > wrote:
Clayton,
Thanks for the heads up.

Johnny,
Can you send them a "cease and desist" letter or whatever you think we need to do?

Thanks,
Jeff

-----Original Message-----
From: Clayton Hall [mailto: tulduo@sbcglobal.net]
Sent: Saturday, September 02, 2006 2:13 PM
To: Jeff Brown
Subject: Tradmark Violation?

http://cgi.ebay.com/Patriot-Guard-Riders-embroider-denim-jacket-cycles_W0QQitemZ150028259350QQihZ005QQcategoryZ313QQssPageNameZWDVWQQrd

EXHIBIT
17

Lattimer, Betsy M.

From: John Jacobs [mnjjacobs@gmail.com]
Sent: Tuesday, November 28, 2006 8:14 AM
To: Jeff Brown
Subject: FYI - PGR Inc. store thread

27 Nov 2006 8:36 PM

I saw someone who wanted to make a PGR speedo face plate for a member but was asked not to by an attorney for the former ED. Guy does excellent work. Anyone know about this??

Johnny B
Bikers for Christ
PGR NY State Captain
NCOM, AMA, AIM, ABATE NY, VROC
USAF 1975-78

I can respond, you can respond or not. Your call.

EXHIBIT
18

Lattimer, Betsy M.

From: John Jacobs [mnjjacobs@gmail.com]
Sent: Thursday, January 18, 2007 8:15 PM
To: Jeff Brown
Subject: Fwd: Question for item #180045268002 - Yamaha Vstar V-star Roadstar Star 650 1100 Royal Star

Jeff -

This was the message I used successfully on several occasions. Obviously, you'll have to change it to come from you and maybe remove the claims about the false relationship with the organization.

By the way - thanks very much for the patches that arrived in the mail today. I like them a lot. Are sales doing OK?

John Jacobs

---------- Forwarded message ----------
From: **eBay Member: pgrjohn** <member@ebay.com>
Date: Nov 1, 2006 3:52 PM
Subject: Question for item #180045268002 - Yamaha Vstar V-star Roadstar Star 650 1100 Royal Star

Item: Yamaha Vstar V-star Roadstar Star 650 1100 Royal Star (180045268002)
This message was sent while the listing was active.
pgrjohn is a potential buyer.

Dear Sir or madam:

am an attorney for the Patriot Guard Riders and Jeff Brown, Executive Director of PGR. I am writing to demand that you remove the referenced auction because it infringes PGR intellectual property and falsely creates an impression of a relationship with the PGR organization and the auctioned item.

I will report the auction to ebay as infringing PGR's rights if you do not immediately remove the auction, or revise it to remove the unauthorized use of the Patriot Guard Riders name and logo. If necessary we will take further action.

Sincerely,

EXHIBIT
tabbies
9

Coswick, Diane

From: Jeff [jeffbrown@valornet.com]
Sent: Sunday, May 02, 2010 2:16 PM
To: Blue, Rachel
Subject: FW: Riding with Respect Logo

-----Original Message-----
From: Jeff Brown [mailto:jeffbrown@valornet.com]
Sent: Saturday, February 28, 2009 7:17 PM
To: rrawtry@yahoo.com
Subject: RE: Riding with Respect Logo

I'd be honored...go for it. Send pics when you can.
Thanks Bro,
Jeff

-----Original Message-----
From: ronny awtry [mailto:rrawtry@yahoo.com]
Sent: Saturday, February 28, 2009 7:12 PM
To: jeffbrown@valornet.com
Subject: Riding with Respect Logo

Dear Jeff Brown,

Greetings!! I am writing to you in hopes of securing usage to print large "Patriot Guard Riders- Riding With Respect" Vinyls for usage on my race car, "the Patriot Express" and on my toy hauler travel trailer which is my support vehicle for my race car. One graphic will be used on the entire roof as large as possible without cutting off any portion of the graphic, with 3 more approximately 4 Ft wide versions on the travel trailer sides and back. I will purchase any standard size graphics from the appropriate approved merchandiser as is currently PGR PX and/or Twisters Store and not duplicate these items. My total productions will be limited to the 4 graphics requested.

This is for this very specific usage and by no means will be sold, duplicated or delivered to any other person for any other reason, be it paid or not. I find that as I am now racing on motocross style race tracks I am fastly becoming a part of the next younger community of PGR Riders, and our organizations logo draws attention and questions every time it is seen in public at these races.

Thank you for your consideration. I'll do the logo justice in on track visibilty and good sportsmanship!! If acceptable, please forward me acknowledgement of your consent and a graphic of the logo that I can have enlarged to accomplish the stated request!!

Sincerely,
Ronny Awtry
Speedy Services
www.speedyairservices.com
972-299-5552

EXHIBIT
20

Goswick, Diane

From: Jeff [jeffbrown@valornet.com]
Sent: Sunday, May 02, 2010 2:16 PM
To: Blue, Rachel
Subject: FW: questions

-----Original Message-----
From: Jeff Brown [mailto:jeffbrown@valornet.com]
Sent: Monday, December 22, 2008 10:33 AM
To: Dimples5166@aol.com
Subject: RE: questions

The mark included the name and the logo.
I have always stipulated that we continue to use the marks for the organization and its "non-commercial" applications.
As the owner and creator of the marks, I want to control who and how they are used commercially. Since the BoD refused to take any further donations from me, that is one of the reasons I licensed the PGR-PX...we know exactly how much money comes in and how much should go to PGR and other veteran projects. Using the BoD figures for their store, by donating 25% of the gross proceeds, rather than "100% of the profits", the PGR-PX would provide a lot more money in donations.
I hope that answers your question.

Have a very Merry Christmas!!
Jeff & Bonnie

-----Original Message-----
From: Dimples5166@aol.com [mailto:Dimples5166@aol.com]
Sent: Sunday, December 21, 2008 11:18 PM
To: jeffbrown@valornet.com
Subject: Re: questions

My question is what is a service mark. Is it the logo or something else? I am thinking this is al another scare tactic of the opposition I just want to be clear when I am asked questions.

One site keeps you connected to all your email: AOL Mail, Gmail, and Yahoo Mail. Try it now.

PTO Form 1478 (Rev 9/2006)
OMB No. 0651-0009 (Exp 09/30/2008)

Trademark/Service Mark Application, Principal Register

TEAS Plus Application

Serial Number: 77040379
Filing Date: 11/09/2006

NOTE: Data fields with the * are mandatory under TEAS Plus. The wording "(if applicable)" appears where the field is only mandatory under the facts of the particular application.

The table below presents the data as entered.

Input Field	Entered
TEAS Plus	**YES**
MARK INFORMATION	
*MARK FILE NAME	\\TICRS\EXPORT2\IMAGEOUT2 \770\403\77040379\xml1\FT K0002.JPG
*SPECIAL FORM	YES
USPTO-GENERATED IMAGE	NO
LITERAL ELEMENT	Patriot Guard Riders Riding with Respect
*COLOR MARK	YES
*DESCRIPTION OF THE MARK (and Color Location, if applicable)	The mark consists of this mark has a yellow field with a blue and white folded American flag and blue text.
*COLOR(S) CLAIMED (If applicable)	yellow, blue, and white
PIXEL COUNT ACCEPTABLE	YES
PIXEL COUNT	900 x 572
APPLICANT INFORMATION	
*OWNER OF MARK	Patriot Guard Riders, Inc.
*STREET	312 Granite Ct
*CITY	Windsor

EXHIBIT
21

*STATE (Required for U.S. applicants)	Colorado
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants only)	80550
PHONE	970-402-1892
EMAIL ADDRESS	jason@patriotguard.org
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
LEGAL ENTITY INFORMATION	
*TYPE	CORPORATION
*STATE/COUNTRY OF INCORPORATION	Oklahoma
GOODS AND/OR SERVICES AND BASIS INFORMATION	
*INTERNATIONAL CLASS	045
*FIRST USE ANYWHERE DATE	At least as early as 11/11/2005
*FIRST USE IN COMMERCE DATE	At least as early as 06/01/2006
*DESCRIPTION	Organizing and conducting support groups in the field of **MILITARY AND MILITARY FAMILY SUPPORT**
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 11/11/2005
*FIRST USE IN COMMERCE DATE	At least as early as 06/01/2006
SPECIMEN FILE NAME(S)	\\TICRS\EXPORT2\IMAGEOUT2 \770\403\77040379\xml1\FT K0003.JPG
SPECIMEN DESCRIPTION	this is a sample of a t-shirt that we sold to help raise money for scholorships for the families of fallen soldiers.
ADDITIONAL STATEMENTS INFORMATION	
*TRANSLATION (if applicable)	
*TRANSLITERATION (if applicable)	
*CLAIMED PRIOR REGISTRATION	

(if applicable)	
*CONSENT (NAME/LIKENESS) (if applicable)	
*CONCURRENT USE CLAIM (if applicable)	
CORRESPONDENCE INFORMATION	
*NAME	Patriot Guard Riders, Inc.
FIRM NAME	Patriot Guard Riders, Inc.
*STREET	312 Granite Ct
* CITY	Windsor
* STATE (Required for U.S. applicants)	Colorado
* COUNTRY	United States
* ZIP/POSTAL CODE (Required for U.S. applicants only)	80550
PHONE	970-402-1892
* EMAIL ADDRESS	jason@patriotguard.org
*AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
FEE INFORMATION	
NUMBER OF CLASSES	1
FEE PER CLASS	275
TOTAL FEE DUE	275
SIGNATURE INFORMATION	
* SIGNATURE	/Jason D. Wallin/
* SIGNATORY'S NAME	Jason D. Wallin
SIGNATORY'S POSITION	Treasurer, Patriot Guard Riders, Inc.
* DATE SIGNED	11/09/2006
FILING INFORMATION SECTION	
SUBMIT DATE	Thu Nov 09 13:14:12 EST 2006
	USPTO/FTK-72.250.47.100-20061109131412723527-77040

TEAS STAMP	379-3507c3ba14ce17d9c93f0 87827a0f348e6-CC-1533-200 61109113619488470

PTO Form 1478 (Rev 9/2006)
OMB No. 0651-0009 (Exp 09/30/2008)

Trademark/Service Mark Application, Principal Register

TEAS Plus Application

Serial Number: 77040379
Filing Date: 11/09/2006

To the Commissioner for Trademarks:
MARK: Patriot Guard Riders Riding with Respect (stylized and/or with design, see mark)

The literal element of the mark consists of Patriot Guard Riders Riding with Respect. The applicant claims color as a feature of the mark, namely, yellow, blue, and white. The mark consists of this mark has a yellow field with a blue and white folded American flag and blue text.

The applicant, Patriot Guard Riders, Inc., a corporation of Oklahoma, having an address of 312 Granite Ct, Windsor, Colorado, United States, 80550, requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended.

For specific filing basis information for each item, you must view the display within the Input Table.

International Class 045: Organizing and conducting support groups in the field of MILITARY AND MILITARY FAMILY SUPPORT

If the applicant is filing under Section 1(b), intent to use, the applicant declares that it has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(b), as amended.

If the applicant is filing under Section 1(a), actual use in commerce, the applicant declares that it is using the mark in commerce, or the applicant's related company or licensee is using the mark in commerce, on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended.

If the applicant is filing under Section 44(d), priority based on foreign application, the applicant declares

that it has a bona fide intention to use the mark in commerce on or in connection with the identified goods and/or services, and asserts a claim of priority based on a specified foreign application(s). 15 U.S.C. Section 1126(d), as amended.

If the applicant is filing under Section 44(e), foreign registration, the applicant declares that it has a bona fide intention to use the mark in commerce on or in connection with the identified goods and/or services, and submits a copy of the supporting foreign registration(s), and translation thereof, if appropriate. 15 U. S.C. Section 1126(e), as amended.

Correspondence Information: Patriot Guard Riders, Inc.
312 Granite Ct
Windsor, Colorado 80550
970-402-1892(phone)
jason@patriotguard.org (authorized)

A fee payment in the amount of $275 will be submitted with the application, representing payment for 1 class(es).

Declaration

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

Signature: /Jason D. Wallin/ Date: 11/09/2006
Signatory's Name: Jason D. Wallin
Signatory's Position: Treasurer, Patriot Guard Riders, Inc.

RAM Sale Number: 1533
RAM Accounting Date: 11/09/2006

Serial Number: 77040379
Internet Transmission Date: Thu Nov 09 13:14:12 EST 2006
TEAS Stamp: USPTO/FTK-72.250.47.100-20061109131412723527-77040379-3507c3ba14ce17d9c93f087827a0f348e6-CC-1533-20061109113619488470

PATRIOT GUARD

RIDERS

"Riding With Respect"

PATRIOT GUARD RIDERS

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 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.

PLAINTIFF'S EXHIBIT
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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

PTO Form 1478 (Rev 9/2003)
OMB No. 0651-0009 (Exp 12/31/2005)

Trademark/Service Mark Application, Principal Register

Serial Number: 77383586
Filing Date: 01/29/2008

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	77383586
MARK INFORMATION	
***MARK**	PATRIOT GUARD RIDERS
STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	PATRIOT GUARD RIDERS
MARK STATEMENT	The mark consists of standard characters, without claim to any particular font, style, size, or color.
REGISTER	Principal
APPLICANT INFORMATION	
***OWNER OF MARK**	Patriot Guard Riders, Inc.
***STREET**	2448 E. 81st Street, Suite 5900
***CITY**	Tulsa
***STATE (Required for U.S. applicants)**	Oklahoma
***COUNTRY**	United States
***ZIP/POSTAL CODE (Required for U.S. applicants only)**	74137-4259
PHONE	312-704-1890
FAX	312-704-8023
EMAIL ADDRESS	ptodocket@trexlaw.com
LEGAL ENTITY INFORMATION	

EXHIBIT
23

TYPE	corporation
STATE/COUNTRY OF INCORPORATION	Oklahoma
GOODS AND/OR SERVICES AND BASIS INFORMATION	
* INTERNATIONAL CLASS	006
*IDENTIFICATION	Metal license plates
FILING BASIS	SECTION 1(a)
FIRST USE ANYWHERE DATE	At least as early as 12/09/2005
FIRST USE IN COMMERCE DATE	At least as early as 12/09/2005
SPECIMEN FILE NAME(S)	\\TICRS2\EXPORT15\773\835 \77383586\xml1\APP0003.JP G
SPECIMEN DESCRIPTION	Scanned photograph of mark applied to the goods
* INTERNATIONAL CLASS	014
*IDENTIFICATION	Ornamental pins; commemorative coins
FILING BASIS	SECTION 1(a)
FIRST USE ANYWHERE DATE	At least as early as 12/14/2005
FIRST USE IN COMMERCE DATE	At least as early as 12/14/2005
SPECIMEN FILE NAME(S)	\\TICRS2\EXPORT15\773\835 \77383586\xml1\APP0004.JP G
SPECIMEN DESCRIPTION	Scanned photograph of mark applied to the goods
* INTERNATIONAL CLASS	024
*IDENTIFICATION	Cloth banners; fabric flags
FILING BASIS	SECTION 1(a)
FIRST USE ANYWHERE DATE	At least as early as 11/29/2005
FIRST USE IN COMMERCE DATE	At least as early as 11/29/2005
SPECIMEN FILE NAME(S)	\\TICRS2\EXPORT15\773\835 \77383586\xml1\APP0005.JP G
SPECIMEN DESCRIPTION	Scanned photograph of mark applied to the goods
* INTERNATIONAL CLASS	025

*IDENTIFICATION	Hats; short-sleeved and long-sleeved t-shirts; sweatshirts; doo-rags
FILING BASIS	SECTION 1(a)
FIRST USE ANYWHERE DATE	At least as early as 12/08/2005
FIRST USE IN COMMERCE DATE	At least as early as 12/08/2005
SPECIMEN FILE NAME(S)	\\TICRS2\EXPORT15\773\835\77383586\xml1\APP0006.JP G
SPECIMEN DESCRIPTION	Scanned photograph of mark applied to the goods
*INTERNATIONAL CLASS	026
*IDENTIFICATION	Embroidered patches for clothing; armbands
FILING BASIS	SECTION 1(a)
FIRST USE ANYWHERE DATE	At least as early as 12/23/2005
FIRST USE IN COMMERCE DATE	At least as early as 12/23/2005
SPECIMEN FILE NAME(S)	\\TICRS2\EXPORT15\773\835\77383586\xml1\APP0007.JP G
SPECIMEN DESCRIPTION	Scanned photograph of mark applied to the goods
*INTERNATIONAL CLASS	045
*IDENTIFICATION	Organizing and conducting support groups in the field of combat veterans and their families
FILING BASIS	SECTION 1(a)
FIRST USE ANYWHERE DATE	At least as early as 11/09/2005
FIRST USE IN COMMERCE DATE	At least as early as 11/09/2005
SPECIMEN FILE NAME(S)	\\TICRS2\EXPORT15\773\835\77383586\xml1\APP0008.JP G
SPECIMEN DESCRIPTION	Printout of web site page
ATTORNEY INFORMATION	
NAME	James R. Foley
ATTORNEY DOCKET NUMBER	2569/47154/2
FIRM NAME	Trexler, Bushnell, Giangiorgi, Blackstone & Marr, Ltd

STREET	105 W. Adams, 36th Floor
CITY	Chicago
STATE	Illinois
COUNTRY	United States
ZIP/POSTAL CODE	60603
PHONE	312-704-1890
FAX	312-704-8023
EMAIL ADDRESS	ptodocket@trexlaw.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
OTHER APPOINTED ATTORNEY	David J. Marr
CORRESPONDENCE INFORMATION	
NAME	James R. Foley
FIRM NAME	Trexler, Bushnell, Giangiorgi, Blackstone & Marr, Ltd
STREET	105 W. Adams, 36th Floor
CITY	Chicago
STATE	Illinois
COUNTRY	United States
ZIP/POSTAL CODE	60603
PHONE	312-704-1890
FAX	312-704-8023
EMAIL ADDRESS	ptodocket@trexlaw.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
FEE INFORMATION	
NUMBER OF CLASSES	6
FEE PER CLASS	325
*TOTAL FEE DUE	1950
*TOTAL FEE PAID	1950
SIGNATURE INFORMATION	

SIGNATURE	/james r. foley/
SIGNATORY'S NAME	James R. Foley
SIGNATORY'S POSITION	Attorney of record
DATE SIGNED	01/29/2008

PTO Form 1478 (Rev 9/2006)
OMB No. 0651-0009 (Exp 12/31/2008)

Trademark/Service Mark Application, Principal Register

Serial Number: 77383586
Filing Date: 01/29/2008

To the Commissioner for Trademarks:

MARK: PATRIOT GUARD RIDERS (Standard Characters, see mark)
The literal element of the mark consists of PATRIOT GUARD RIDERS.
The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, Patriot Guard Riders, Inc., a corporation of Oklahoma, having an address of
2448 E. 81st Street, Suite 5900
Tulsa, Oklahoma 74137-4259
United States
requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended.

International Class 006: Metal license plates

Use in Commerce: The applicant is using the mark in commerce, or the applicant's related company or licensee is using the mark in commerce, or the applicant's predecessor in interest used the mark in commerce, on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended.

In International Class 006, the mark was first used at least as early as 12/09/2005, and first used in commerce at least as early as 12/09/2005, and is now in use in such commerce. The applicant is submitting one specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) Scanned photograph of mark applied to the goods.
Specimen File1

International Class 014: Ornamental pins; commemorative coins

Use in Commerce: The applicant is using the mark in commerce, or the applicant's related company or licensee is using the mark in commerce, or the applicant's predecessor in interest used the mark in commerce, on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended.

In International Class 014, the mark was first used at least as early as 12/14/2005, and first used in commerce at least as early as 12/14/2005, and is now in use in such commerce. The applicant is submitting one specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) Scanned photograph of mark applied to the goods.
Specimen File1

International Class 024: Cloth banners; fabric flags

Use in Commerce: The applicant is using the mark in commerce, or the applicant's related company or licensee is using the mark in commerce, or the applicant's predecessor in interest used the mark in commerce, on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended.

In International Class 024, the mark was first used at least as early as 11/29/2005, and first used in commerce at least as early as 11/29/2005, and is now in use in such commerce. The applicant is submitting one specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) Scanned photograph of mark applied to the goods.
Specimen File1

International Class 025: Hats; short-sleeved and long-sleeved t-shirts; sweatshirts; doo-rags

Use in Commerce: The applicant is using the mark in commerce, or the applicant's related company or licensee is using the mark in commerce, or the applicant's predecessor in interest used the mark in commerce, on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended.

In International Class 025, the mark was first used at least as early as 12/08/2005, and first used in commerce at least as early as 12/08/2005, and is now in use in such commerce. The applicant is submitting one specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) Scanned photograph of mark applied to the goods.
Specimen File1

International Class 026: Embroidered patches for clothing; armbands

Use in Commerce: The applicant is using the mark in commerce, or the applicant's related company or licensee is using the mark in commerce, or the applicant's predecessor in interest used the mark in

commerce, on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended.

In International Class 026, the mark was first used at least as early as 12/23/2005, and first used in commerce at least as early as 12/23/2005, and is now in use in such commerce. The applicant is submitting one specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) Scanned photograph of mark applied to the goods.
Specimen File1

International Class 045: Organizing and conducting support groups in the field of combat veterans and their families

Use in Commerce: The applicant is using the mark in commerce, or the applicant's related company or licensee is using the mark in commerce, or the applicant's predecessor in interest used the mark in commerce, on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended.

In International Class 045, the mark was first used at least as early as 11/09/2005, and first used in commerce at least as early as 11/09/2005, and is now in use in such commerce. The applicant is submitting one specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) Printout of web site page.
Specimen File1

The applicant hereby appoints James R. Foley and David J. Marr of Trexler, Bushnell, Giangiorgi, Blackstone & Marr, Ltd
105 W. Adams, 36th Floor
Chicago, Illinois 60603
United States
to submit this application on behalf of the applicant. The attorney docket/reference number is 2569/47154/2.

Correspondence Information: James R. Foley
105 W. Adams, 36th Floor
Chicago, Illinois 60603
312-704-1890(phone)
312-704-8023(fax)
ptodocket@trexlaw.com (authorized)

A fee payment in the amount of $1950 has been submitted with the application, representing payment for 6 class(es).

Declaration

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and

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

Signature: /james r. foley/ Date Signed: 01/29/2008
Signatory's Name: James R. Foley
Signatory's Position: Attorney of record

RAM Sale Number: 2982
RAM Accounting Date: 01/30/2008

Serial Number: 77383586
Internet Transmission Date: Tue Jan 29 18:09:21 EST 2008
TEAS Stamp: USPTO/BAS-67.36.193.194-20080129180921319
9546-77383586-4002eded1ba5ee99cd3831b5b4
be564597-DA-2982-20080129165750856196

PATRIOT GUARD RIDERS

United States Patent and Trademark Office

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Trademarks > Trademark Electronic Search System (TESS)

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Start List At: OR Jump to record: **Record 2 out of 6**

TARR Status | ASSIGN Status | TDR | TTAB Status *(Use the "Back" button of the Internet Browser to return to TESS)*

Word Mark	MICHIGAN **PATRIOT GUARD** RIDES WITH RESPECT
Goods and Services	IC 035. US 100 101 102. G & S: Promoting public awareness of veterans and sincere respect for fallen veterans/heroes, their families, and their communities, including by attending the funeral services of fallen American soldiers. FIRST USE: 20100203. FIRST USE IN COMMERCE: 20100203
Mark Drawing Code	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code	01.01.13 - Stars - multiple stars with five points 01.17.11 - Maps of states of the United States, excluding Texas 03.15.01 - Eagles 03.15.19 - Birds or bats in flight or with outspread wings 24.09.05 - American flags; Flags, American 26.01.18 - Circles, three or more concentric; Concentric circles, three or more; Three or more concentric circles 26.01.21 - Circles that are totally or partially shaded. 26.05.21 - Triangles that are completely or partially shaded
Serial Number	77958528
Filing Date	March 14, 2010
Current Filing Basis	1A
Original Filing Basis	1A
Owner	(APPLICANT) Michigan Patriot Guard CORPORATION MICHIGAN 2915 S. Cambridge Rd. Lansing MICHIGAN 48911
Attorney of Record	Timothy J. Jordan
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "MICHIGAN OR THE DESIGN OF THE STATE OF MICHIGAN" APART FROM THE MARK AS SHOWN
Description of Mark	The color(s) gold, black, yellow, red, blue, white and brown is/are claimed as a feature of the mark. The mark consists of multiple images within a circle. The outermost ring is gold in color. The next ring is black and contains the words "MICHIGAN PATRIOT GUARD" along the top and "RIDES WITH RESPECT" along the bottom of the circle written in the color gold. This black ring also contains a blue star on the left side and a yellow star on the right side. The inner circle

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contains a portion of the faded United States flag colored in red, white and blue. Within the flag is a cut-out of the State of Michigan colored in blue with a drop shadow inside and a red border around it. Also contained within the inter circle is an American Bald Eagle with brown feathers along the wings and body and with white feathers around the head and tail. Also contained within the inner circle is a yellow triangle with a blue interior with six white stars at the bottom of the inner most circle.

Type of Mark	SERVICE MARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

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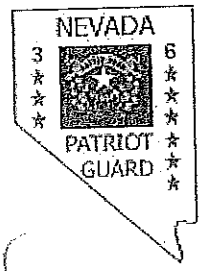

Word Mark	NEVADA **PATRIOT GUARD** BATTLE BORN NEVADA 36
Goods and Services	IC 014. US 002 027 028 050. G & S: Cloisonne pins; Commemorative coins; Jewelry pins for use on hats; Lapel pins; Ornamental lapel pins; Ornamental pins; Souvenir pressed coins. FIRST USE: 20060101. FIRST USE IN COMMERCE: 20060101 IC 016. US 002 005 022 023 029 037 038 050. G & S: Appliques in the form of decals; Decals; Decorative decals for vehicle windows IC 026. US 037 039 040 042 050. G & S: Cloth patches for clothing; Embroidered patches for clothing; Ornamental cloth patches; Ornamental novelty pins. FIRST USE: 20060101. FIRST USE IN COMMERCE: 20060101
Mark Drawing Code	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code	01.01.10 - Stars, three or more; Three or more stars 01.01.13 - Stars - multiple stars with five points 01.17.11 - Maps of states of the United States, excluding Texas 05.05.25 - Daffodils; Iris (flower); Other flowers 05.15.02 - Laurel leaves or branches (borders or frames); Wreaths 24.09.01 - Flags, rectangular or square, excluding American flag or checkered flag 24.09.07 - Advertising, banners; Banners 26.09.21 - Squares that are completely or partially shaded
Serial Number	85058681
Filing Date	June 9, 2010
Current Filing Basis	1A;1B
Original Filing Basis	1A;1B
Owner	(APPLICANT) American Legion Paradise Post 149 CORPORATION NEVADA P.O. Box 70184 Las Vegas NEVADA 89170
Description of Mark	The color(s) Yellow, Blue is/are claimed as a feature of the mark. The mark consists of The outline of the patch is the geopraphical outline of Nevada. The Nevada state flag in the middle is the patch. The Nevada State Flag is cobalt blue. In

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the upper left hand corner are two sprays of sagebrush, the Nevada State Flower, in a semi-circular design. Above the sprays is the state name, "NEVADA", a Spanish word for "Snowclad" as a reminder of the great peaks of the Sierra Nevada mountain range. Above the state name is a silver star representing the Nevada State Mineral, Silver and the wealth of mineral resources within the state. The words "BATTLE BORN" on the gold scroll above the star testify that Nevada was admitted to the union during the Civil War. The three stars to the left of the flag and six stars to the right of the flag, with the numbers 3 and 6 respectively, represent Nevada's admission to the Union as the 36th State.

Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

Just thinking outside the box.

Ron

—— Original Message ——
From: Jeff Brown
To: RAYMOND & PAM RUSSELL
Cc: R n B Groves
Sent: Wednesday, December 05, 2007 6:28 PM
Subject: RE: Extremely Confidential!!!

Ray,
Trust me, I have no desire to be in charge again. Snap asked me to be an advisor to the board, but the board voted that down. I would love to see the organization become democratic...maybe each state ELECT a "National Liaison" who would represent the state and it's issues with national. These National Liaison members would have a set term and they would elect all officers and board members. Sounds like a great way to govern to me.
Neal and I are still working on another plan to get the flag deal done...we're not going to give up on that.
Thanks,
Jeff

——Original Message——
From: RAYMOND & PAM RUSSELL [mailto:rayandpam@gmail.com]
Sent: Wednesday, December 05, 2007 2:55 PM
To: Jeff Brown
Cc: R n B Groves
Subject: Re: Extremely Confidential!!!

Hi, Jeff. Much of this news comes as no surprise. These people have stepped in a fresh cow patti and don't want anyone to see the mess they have made tracking it around.
Most people who are in the top echelon anywhere lack the balls to stand up for what is right.
The fact that they will not even responde to Neal is a good example. I'm sure they all feel a lot of insecurities right now and justifyably so. The proposal you made thru Neal would be fantastic but it is not of THEIR doing so they just put you on IGNORE. So who pays for their inabilities to lead? The troops and the rank and file. And in truth, they could care less.
With out going thru your message line for line, I would just say that Wallin has duped a lot of people and has indeed commited several felonies and for this, he should be jailed.
I hope all the trademark issues get resolved quickly and quietly so you can retain ownership and the PGR will get back on track at the top.
Who's to say that more people up there are not raking in some "fringe benefits"? They could well be and it would be of no surprise here. Just like Union bosses. "Yea for me and screw you".
Anything I can do for you here at my level, please don't hesitate to let me know, Jeff. Right now there is nothing more I would like to do than to be somewhat instrumental in getting this mess cleared up and getting you back in charge to see the PGR is run RIGHT again.
Wish I were back in Illinois right now. I had some good contacts there that could get the word to the AG and maybe push the Wallin issue.
But those days are gone.
Keep on keepin on, Brother. We will win this one because IT'S THE RIGHT THING TO DO.
Highests respects always,
Ray

On Dec 5, 2007 10:04 AM, Jeff Brown <jeffbrown@valornet.com> wrote:
Hey Guys,

I'll try to respond to all questions in this email. If I miss anything it's probably because I don't know the answer.

Most BOD members will not reply to anything in writing if they feel like it may be a legal issue...that way it can't come back to bite them in the ass. If it comes from me, they do not respond at all.

PENGAD 800-631-6989
DEPOSITION EXHIBIT

Brown v Patriot

9/18/08
RESPONDENT'S EXHIBIT 3

Example:
Neal Heuppel "82nd airborne dad" has an unofficial program to ship PGR flags to troops in the sandbox. Any member can buy a flag from Twister's or the other PGR store, send it to Neal, along with a check for $5.25 for shipping, and he'll send it to their loved one serving in the box. It's on the Homepage of the PGR Website. I contacted Neal with the following idea and he loved it. If anyone purchased a flag from me for the "Flags for the Troops" program, I would donate the $5.25 for shipping it overseas. I contacted Ronny Awtry, PGR Treasurer and Director of the HOTH, asking if I could make a donation "earmarked" for Flags for the Troops, and be assured it would go to Neal to cover the shipping costs. No reply. I made a second request...again, no reply. Now, putting all the crap and egos aside, wouldn't this be good for the PGR and the troops? Seems like a "no-brainer" to me. At any rate, that's how they deal with me...they don't.

There is no way any of these folks will ever apologize to me...they have dug their hole to deep and would have to admit that they allowed their ego's to get out of control for a very long period of time.
Feel free to share this with you "retired contact" to get his take on it, as long as he keeps it all confidential and takes no action.

I agree that Wallin should be prosecuted, and hopefully the Illinois AG will go forward with that. If the AG chopses not to take any action, I do not believe the BOD will pursue it any further. By doing so, they would have to make the whole issue public and admit that one of their own, the one who initiated the "coup" a year ago, was stealing money and they were duped by him for all that time. They would also have to admit that they I brought the evidence to their attention while I was still Executive Director, tried to get the truth by hiring an outside accountant, and they have chosen to do nothing and sit on it all this time. Additionally, remember, up until recently Wallin still owned the PGR website domain name and the servers running the website. He could have shut the organization down on the Internet at a moment's notice. The BOD may have cut some kind of deal with him to release all of that if the do not prosecute. I have no idea. I find it hard to believe that any other BOD members were involved in the embezzlement of funds. However, Ed Mueller's long time friend owns CDM, the outsourcing company that runs the other PGR store.

I told you I had something in the works that would take about 30 days...As you may know, back when I started Twister's Store, a PGR member who is an attorney contacted me and said he would handle the Trademark issues "Pro bono". Over the next year, we worked on it and I assumed it had all been completed. When Wallin staged his coup, he did a search for the trademark to discover that all but the final step had been done. He immediately copied my logo and filed it as his trademark under the PGR, Inc. My attorney got the final step done about 30 minutes later. The initial step in the trademark process looks at one thing...the time of filing. Therefore, the initial award was tagged to be given to the PGR unless there is any opposition. Anyone who believes they have a claim to that trademark can file an opposition to the award. The trademark commission will hear the case and render a judgment. It's just like a trial and is very expensive. My attorney has filed for and received a 30 day extension on the opposition and sent a letter to the PGR attorney and BOD advising them that we would be filing opposition. This was done in an effort to attempt to reach mediation before it goes to "opposition" and both sides spend a lot of money with attorneys that could be used elsewhere.

Wallin did a bunch of this wrong in his filing and my attorney tells me there is no way they can win if it goes to opposition.

- First, and most obvious, is that I created the organization, the name and the logo and have all the documentation to prove it.
- When you file a trademark application, you must attest that you are not aware of anyone else using that trademark. Wallin knew that I had been using the trademark for over a year. This constitutes filing a fraudulent application and is a very serious issue with the commission.
- Wallin filed it using the original "Riding With Respect", and all their products have "Standing For Those Who Stood For Us".
- Wallin filed it under PGR, Inc, which was not even a "legal" association at the time of filing.
- In the opposition stage, more important than filing date, is first commercial use. I can prove that I was using the name and logo commercially for over a year before Wallin's filing.
- Wallin filed only one application...basically for use as an association name. We filed for that and, in addition, a list of products for sale to support the trademark.

My settlement proposal is basically the following:

1.) That the organization permanently reinstate the identification of him as the Founder Emeritus on the National Leadership page as established by former Executive Director, Bill Lines.

2.) That PGR engage in a policy of non-disparagement against Mr. Brown and enforce the terms and conditions of its online forums. There have been several instances of libelous behavior by a few members of PGR, Inc., board of directors and others on the PGR, Inc. website, and in emails, which in many cases have been direct violations of PGR, Inc.'s terms of use on its online forums.

3.) That any fees that he has been forced to expend on this matter be reimbursed to him.

4.) Mr. Brown will provide an annual, renewable license for the use of the trademark on certain approved promotional products to be sold by the organization in order to raise funds for the organization. In lieu of a royalty fee, Mr. Brown will accept the replacement of the link to Twister's PGR Store on the association's homepage as consideration for the license.

They have until December 21st to respond, or we will be forced to file for opposition. If they put their egos aside and do what is right, we'll settle this thing out of court without expending any more funds. However, if they do not, I'll mortgage my home if necessary to fight them on this. Now, once this is finalized, it gives me the authority to control the use of the trademark commercially. That means I can compel any outsource company I license to pay the PGR a percentage of the GROSS proceeds, not this "100% of the profit" crap! Any idiot knows that if you have no access to the financial records of a private company that is supposed to pay you "100% of the profits", you're asking to get screwed..."uh, I think I need a $100K salary and a company jet...those a "expenses", so they come right off the top, before we calculate profit for the PGR". DUH!

Hopefully, this will also allow us to get some control over all the "PGR" products being sold under individual states so we keep the PGR image unified across the country.

Anyway, this is what's going on at this point.

Thanks,
Jeff

--
In the words of President Teddy Roosevelt, "We have room for but one flag, the American flag... We have room for but one language here, and that is the English language... and we have room for but one sole loyalty and that is a loyalty to the American people."

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In the words of President Teddy Roosevelt, "We have room for but one flag, the American flag... We have room for but one language here, and that is the English language... and we have room for but one sole loyalty and that is a loyalty to the American people."

rom: Ugly Troll [uglytroll@comcast.net]

ent: Wednesday, January 16, 2008 9:10 PM

o: Jeff Brown

ubject: Just to say hey!

Jeff, well, things seem to be getting a bit dicey lately! Here in Massachusetts, when I first signed up for PGR, we had a state ›tain who appeared to be the victim of a smear campaign by someone who coveted his position. This first captain, Harvey, ımed ok to me. I never met him, but spoke to him several times on the phone, and in fact, he's the guy who appointed me as a manent ride captain for western Mass. When guy 2 came into the picture, he also began calling me, in an apparent attempt to me to take his side.....I told both of them I would not get into their pissing contest and leave me out of it. They did. ›roximately a year ago, the new state captain, informed me he was the target of some disgruntled individuals who wanted him ıe. This so irritated me I felt I could no longer continue and so sent him a msg informing him of my decision. I told him lots of ıgs and ended by suggesting he look in the mirror and if he didnt' like what was looking back at him he should "do the right ıgt" I also sent msgs to the rest of the Mass leadership team informing them of my decision. The next day, I got msgs from ›ryone of them pleading with me not to resign. That evening, my wife and I talked things over and she suggested I should stay as my involvement with PGR had been very therapeutic for me. (first time since Viet Nam I really felt "good") So I slept on it d the next day when I got home from work I opened my email to let everyone know I had reconsidered and would stay on. Much ıy surprise, I found that the entire Mass team had resigned enmasse, many of them quoting me from my notice of ıignation.....now.....looks like I need to think about things again. Why can't people just leave things alone? Seems to me › the original intent of the PGR was so pure.....it filled a void that has long been desperately needing something to fill it. I ve stood the flag lines and cried time after time.....and come away feeling so much better, so much clearer in my life than I ve in a very long time.....I have hugged countless families and become so close with so many of them.....I've rticipated in many community events and parades at the direct invitation of veteran's groups and mayors.....now more litlest I should have known better. The whole point of this is just to let you know you have at least one supporter out here. I have own for example since the first day I joined that your store was for profit. I never felt this was a "secret" or that you had made y attempt to deceive anyone. I don't understand how anyone could possible think otherwise. As far as I can tell, you have vays been aboveboard and straight with people. I still feel the same way. There are not a whole lot of people in this world I trust ıch; you are one of those folks. For as long as I can last in this group, I will continue to do business with your store. Thanks

oll

EXHIBIT

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·Original Message-----
m: info@patriotguard.org [mailto:info@patriotguard.org]
it: Tuesday, March 27, 2007 8:22 AM
david.erickson@suddenlink.net
bject: PGR Forums - New Post RE: NEW PGR PATCHES

27 Mar 2007 8:21 AM a message was posted to a thread you were tracking.

: NEW PGR PATCHES
PDDGM

, I am not going to get into a pissing contest with anyone. I simply ask Ed to answer Twisters questions. I know
mie ask for this not to go where it went, but it did. As you say Steam, a good deal is a good deal, except when it is
publicly stated that the operator of the store is a friend of Ed's. At least with Twister we KNEW who owned the
re. As far as donations from Twister, it seems we have a conflict there, he says last month you say last year. All I ask
or everything to be above board and open for all to see. Zinobile, we must have open operation of the PGR and all
it's parts, profit is one thing, absolute rule and my way or the hiway ain't gonna cut it with me.

: Smith
1 Mo Ride Capt

view the complete thread and reply, please visit:
p://www.patriotguard.org/ALLForums/tabid/61/view/topic/postid/466183/ptarget/469096/Default.aspx

u were sent this email because you opted to receive email notifications when someone responded to this thread. To
subscribe to this thread please visit your user profile page delete this post from your subscribed topics.
ank you, Patriot Guard Riders

EXHIBIT
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From: Bill Miller [1badpig@insightbb.com]
Sent: Sunday, August 12, 2007 9:04 PM
To: EBaker1954@aol.com; monica@mnpatriotguard.org; blines@charter.net; bonnie@patriotguard.org
Cc: harly69g@bellsouth.net; inpgr@rcfpro.com; wva@patriotguard.org; jeffbrown@valornet.com; statecapthawaii@hawaii.rr.com; tony@danriverregion.com; leclairtodd@yahoo.com; desertdoc_idaho@yahoo.com; sandy_in_sc@yahoo.com; rmoyerjr@yahoo.com; ohiocaptains@patriotguard.org; maryland@patriotguard.org; RICHCOP@aol.com; lindy75@patriotguard.org; pops01harley@yahoo.com; qgolden@worldpath.net; stealthscorpiolv@yahoo.com; kingshadow506@charter.net; moritz1111@hotmail.com; mike.a.long@us.army.mil; mav_58@hotmail.com; nc@patriotguard.org; Matterj012@cs.com; tohidu@cox.net; hellraiserusmc@patriotguard.org; tinman392@hotmail.com; JCurran516@aol.com; mnpatriotguard@gmail.com; Nuckles43@aol.com; cowboy@washingtonstatepatriotguardriders.org; norton@patriotguard.org; jlake51@yahoo.com; sandersj26@aol.com; jeffrey.lee.anderson@us.army.mil; kentucky@patriotguard.org; geraldgaines@windstream.net; gapointman@gmail.com; ripgr@cox.net; waitaminit@patriotguard.org; wisesafe@airmail.net; vstarrider03@msn.com; c.mahnken2003@yahoo.com; bear_pgr@yahoo.com; vtcvma@comcast.net; ca@patriotguard.org; charger@patriotguard.org; sig22@patriotguard.org; bob@careerresources.org; spocon@nac.net; missouri@patriotguard.org
Subject: RE: High Priority - Sorry

'ake me off of all of your PGR mailing list.
m sick an tired of the cry babies about this and that BULLSHIT.
'he problem is that everyone wants to be the CHIEF and there
sn't enough Indains.

Bill Miller
'502) 773-4232

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rom: EBaker1954@aol.com [mailto:EBaker1954@aol.com]
ent: Sunday, August 12, 2007 10:54 AM
o: monica@mnpatriotguard.org; blines@charter.net; bonnie@patriotguard.org
c: harly69g@bellsouth.net; inpgr@rcfpro.com; wva@patriotguard.org; jeffbrown@valornet.com; :atecapthawaii@hawaii.rr.com; tony@danriverregion.com; leclairtodd@yahoo.com; desertdoc_idaho@yahoo.com; ;andy_in_sc@yahoo.com; rmoyerjr@yahoo.com; ohiocaptains@patriotguard.org; maryland@patriotguard.org; ICHCOP@aol.com; lindy75@patriotguard.org; pops01harley@yahoo.com; qgolden@worldpath.net; stealthscorpiolv@yahoo.com; ingshadow506@charter.net; moritz1111@hotmail.com; mike.a.long@us.army.mil; mav_58@hotmail.com; nc@patriotguard.org; latterj012@cs.com; tohidu@cox.net; hellraiserusmc@patriotguard.org; tinman392@hotmail.com; JCurran516@aol.com; mpatriotguard@gmail.com; Nuckles43@aol.com; cowboy@washingtonstatepatriotguardriders.org; norton@patriotguard.org; ake51@yahoo.com; sandersj26@aol.com; jeffrey.lee.anderson@us.army.mil; kentucky@patriotguard.org; eraldgaines@windstream.net; gapointman@gmail.com; ripgr@cox.net; waitaminit@patriotguard.org; wisesafe@airmail.net; starrider03@msn.com; c.mahnken2003@yahoo.com; bear_pgr@yahoo.com; vtcvma@comcast.net; ca@patriotguard.org; harger@patriotguard.org; sig22@patriotguard.org; bob@careerresources.org; spocon@nac.net; missouri@patriotguard.org
ubject: High Priority - Sorry

irst of all "SORRY" but I've listened to you all now I ask you to hear me. I for one was always mystified about this whole deal of eff suddenly stepping down with little or no explanation. But I for the most part stayed out of it. Jeff is a big boy and he did what e though he had to do at the time. A lot of you know me and I'm not one to walk away from a fight as some experienced last ear, but that honestly is water under the bridge on my part. Anyway, Jeff stepped down and we moved on or so I thought. Way ack before the crap hit the fan I knew that the store was a private enterprise and Jeff never hid that part. He was up front that it

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as there to HELP support the PGR in it's endeavors. Nothing more, nothing less did I read into that. Yet when the crap hit, Many any people suddenly turned into fair weather friends of Jeff and flew the coop. That's a sorry statement of their character. I was e one mentioned in an earlier email or post on this whole mess that used Jeff's design to come up with a so called state PGR itch first. Jeff saw it at the first GOTH in 06 and asked me about it and gave me permission to use it to help cover expenses in ississippi. He asked nothing in return. He didn't have to do that but his heart was in the right place. So this may be why I'm anding up for this man.

s for Jason, I have had nothing but good dealings with the man when we have crossed paths and I will leave it at that.

ow after the crap has hit the fan and "Let drag Jeff's butt through the mud "ONE MORE TIME" is going around I'm stepping up. iff, you're a better man than me. If I had been in your shoes and others tried to do to me what you state they did to you, the dians (I'm Cherokee) would have won this time. Anyone that knows me knows I'm not blowing hot air up your butt on that atement.

ter reading Jeff's email, one thing about Jeff that I have to say at this point is he didn't try to take anyone down with him when he ent So Jeff, I do respect you for that more than I can convey in this email. Your actions speaks volumes about your character. ne of two things need to happen now. Either bury this dirty laundry now as some are trying to do or CLEAN HOUSE! Hold ALL ose accountable that were in the wrong and fix it so that the PGR can say we live by what we preach.

nap, I now, more than ever appreciate what you had to go through. You are without a doubt in my mind a "PEACEMAKER". You ive been pulled in many directions at once and yet you have tried to keep peace within the ranks though all this turmoil. But if hat Jeff has stated is true, you need to step up for the man. At least let everyone know if what Jeff has stated is true or not. Will it the problem? No. But at least Jeff will get back some the respect due him.

AH DUH! All done.

J Baker, SC for the Great State of Mississippi

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et a sneak peek of the all-new AOL at http://discover.aol.com/memed/aolcom30tour

PENGAD 800-631-6989
DEPOSITION EXHIBIT
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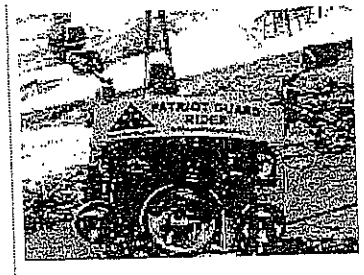


Banners are made of heavy 13 oz. canvas/vinyl material.

They are approximately 28" long by 4" tall and have grommets in the ends. Taking them on and off in a snap. Most riders use small bungee cord to attach them, but you could do it some other way.

The bright yellow with navy blue lettering and logo will give us a great deal of exposure on our mission rides.

$14.95 each

FREE S&H

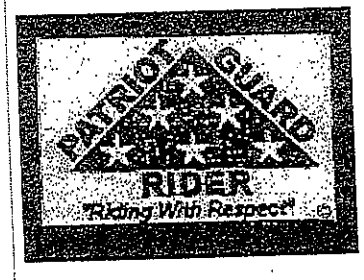
Quantity

ADD TO CART

PGR Vest Patch

IN STOCK NOW!

Click thumbnail for larger image



They are 2" x 3" so they should fit about anywhere (I know many of us old timers are running out of vest room).

They are embroidered on twill with plastic back and stitched edges.

$3.50 each

FREE S&H

Quantity

ADD TO CART

Regarding the PGR Online Store:
A couple of people have asked about having a friend offer to duplicate some of our stuff for free to help the cause. Our PGR name and log is copyrighted for a reason. The revenue generated from the sale of PGR products enables us to operate this site and continue to grow the organization without any dues, donations or fees. We also have other plans down the road.

All associations have their own stores (VFW, AL, RFTW, etc.) and do not allow reproductions for the same reasons. We've also tried to keep our pricing lower than comparable products through other associations. I hope you understand and support this policy.

Best regards,
Jeff "Twister" Brown

Copyright © 2006 by PGR Store :: Policies & Contact Info

EXHIBIT
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PGR 000240

Gmail by Google BETA

John Jacobs Jacobs <mnjjacobs@gmail.com>

Message from Twister on Patriot Guard Riders

3 messages

jeffbrown@valornet.com <jeffbrown@valornet.com> Sat, Feb 4, 2006 at 10:20 PM
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

John Jacobs <mnjjacobs@gmail.com> Mon, Feb 6, 2006 at 10:07 AM
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]

Jeff Brown <jeffbrown@valornet.com> Tue, Feb 7, 2006 at 1:45 AM
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]

DEFENDANT'S EXHIBIT 1

EXHIBIT 3

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

JEFF BROWN,	)	CANCELLATION NO.: 91181448
Petitioner	)	TRADEMARK: PATRIOT GUARD RIDERS AND DESIGN
v.	)	APPLICATION NO. 77/040379
PATRIOT GUARD RIDERS, INC.,	)	DATE FILED: NOVEMBER 9, 2006
Applicant	)	

PETITIONER'S RESPONSE TO APPLICANT'S FIRST REQUEST FOR ADMISSION

Petitioner, Jeff Brown, hereby responds to Applicant's First Request for Admissions, as follows:

GENERAL OBJECTIONS

1. Petitioner objects to Applicant's instructions in the First Request for Admissions to the extent they seek to impose duties or obligation upon Petitioner which are beyond the scope and authority of the Federal Rules of Civil Procedure and of the Patent and Trademark Cases Rules of Practice. Petitioner will provide responses to your requests for admission in accordance with the requirements of the Federal Rules of Civil Procedure and of the Patent and Trademark Cases Rules of Practice.

2. Petitioner has not completed discovery in this matter, and therefore, its responses to Applicant's discovery requests may not be complete. Petitioner reserves the right to amend and/or supplement its discovery responses, pursuant to applicable law, and to present additional witnesses, evidence, and documents, as discovery of additional information or documents dictates to be necessary or desirable.

3. Each general objection is specifically incorporated by reference in each response and answer set forth herein. Where more specific problems are presented by a particular request for admission, an objection will be made that describes the additional problem presented.

REQUEST FOR ADMISSION NO. 1: Admit that the term "Patriot Guard Riders" was coined in connection with the formation of the PGR organization after the Kansas American Legion Riders' announcement of the name "Patriot Guard" during a mission to honor Spc. Lucas Frantz on October 27,2005.

RESPONSE TO REQUEST FOR ADMISSION NO. 1: Petitioner cannot truthfully admit or deny this request for admission. Petitioner remembers creating the term "Patriot Guard Rider" either during or after a mission to Kansas that was in approximately the fall of 2005. Petitioner also recalls hearing the term "Kansas Patriot Guard" during that time frame.

REQUEST FOR ADMISSION NO. 2: Admit that the PGR organization was formed in late October/early November 2005.

RESPONSE TO REQUEST FOR ADMISSION NO. 2: Admitted.

REQUEST FOR ADMISSION NO. 3: Admit that Opposer was a founding member of the PGR organization.

RESPONSE TO REQUEST FOR ADMISSION NO. 3: Admitted, however Petitioner qualifies this admission with the statement that he was not *a* founding member of the organization, but rather was *the* founding member of the organization.

REQUEST FOR ADMISSION NO. 4: Admit that Mr. Hugh Knaus was a founding member of the PGR organization.

RESPONSE TO REQUEST FOR ADMISSION NO. 4: Denied. Mr. Knaus joined the organization a few days after Petitioner began seeking other members.

REQUEST FOR ADMISSION NO. 5: Admit that Mr. Jason Wallin was a founding member of the PGR organization.

RESPONSE TO REQUEST FOR ADMISSION NO. 5: Denied. Mr. Wallin joined the group soon after it was founded by Petitioner. Out of respect and deference to Mr. Wallin's contributions to the group, Petitioner often referred to Mr. Wallin as a founder.

REQUEST FOR ADMISSION NO. 6: Admit that after its formation, the PGR organization, as opposed to Opposer acting as an individual, began a nation-wide campaign to garner support for the PGR organization.

RESPONSE TO REQUEST FOR ADMISSION NO. 6: Denied. Petitioner began a national email campaign to veteran and motorcycle groups across the country. The majority of these efforts were undertaken by Petitioner.

REQUEST FOR ADMISSION NO. 7: Admit that after its formation, the PGR organization, as opposed to Opposer acting as an individual, formulated a mission statement for the PGR organization.

RESPONSE TO REQUEST FOR ADMISSION NO. 7: Denied. Petitioner created the mission statement, with some input from other individuals.

REQUEST FOR ADMISSION NO. 8: Admit that after its formation, Mr. Jason Wallin, and not Opposer, registered the domain name www.patriotguard.org on November 9,2005 in order to set up a website to garner support for the PGR organization.

RESPONSE TO REQUEST FOR ADMISSION NO. 8: Admitted in part and denied in part. Mr. Wallin registered the domain name and indicated to Petitioner that Petitioner was the owner of the domain name.

REQUEST FOR ADMISSION NO. 9: Admit that after the registration of the domain name www.patriotguard.org, the PGR organization, as opposed to Opposer acting as an individual, built and launched a website in November 2005 in an effort to garner support for the PGR organization.

RESPONSE TO REQUEST FOR ADMISSION NO. 9: Denied. Petitioner and others built and launched the website.

REQUEST FOR ADMISSION NO. 10: Admit that Opposer never:

a. orally advised other members of the PGR organization that he considered himself, rather than the PGR organization, to be the owner of anyone of the Marks; or

b. advised, in writing, other members of the PGR organization that he considered himself, rather than the PGR organization, to be the owner of anyone of the Marks.

RESPONSE TO REQUEST FOR ADMISSION NO. 10: Petitioner gives the following response:

A. Petitioner denies subsection "a."

B. Petitioner has made a reasonable inquiry to determine whether he ever advised other persons in writing that he was the owner of the Marks and the information he knows or can readily obtain is insufficient to enable him to admit or deny this request.

REQUEST FOR ADMISSION NO. 11: Admit that Opposer never:

a. orally advised other members of the PGR organization that he considered himself, rather than the PGR organization, to be the only person entitled to use anyone of the Marks; or

b. advised, in writing, other members of the PGR organization that he considered himself, rather than the PGR organization, to be the only person entitled to use anyone of the Marks.

RESPONSE TO REQUEST FOR ADMISSION NO. 11: Petitioner gives the following response:

C. Petitioner denies subsection "a," and states that while he gave a license to the organization to use the marks for non-commercial purposes, he told several individuals that he considered himself to have exclusive rights to use the marks for commercial purposes.

D. Petitioner has made a reasonable inquiry to determine whether he ever advised other persons in writing that he considered himself to have exclusive rights to use the marks for commercial purposes and the information he knows or can readily obtain is insufficient to enable him to admit or deny this request.

REQUEST FOR ADMISSION NO. 12: Admit that Opposer never entered into any type of written agreement with the PGR organization whereby Opposer granted permission to the PGR organization to use anyone of the Marks.

RESPONSE TO REQUEST FOR ADMISSION NO. 12: Admitted.

REQUEST FOR ADMISSION NO. 13: Admit that the PGR organization was not formed to be a sole proprietorship that was run and administered solely by Opposer, as an individual.

RESPONSE TO REQUEST FOR ADMISSION NO. 13: Admitted.

REQUEST FOR ADMISSION NO. 14: Admit that the PGR organization was formed to be an unincorporated, not-for-profit organization.

RESPONSE TO REQUEST FOR ADMISSION NO. 14: Denied. At the time of organization, Petitioner had not yet determined whether or not the organization would be incorporated or organized in another fashion.

REQUEST FOR ADMISSION NO. 15: Admit that after a few months in existence, the PGR organization filed paperwork with the State of Oklahoma, that was signed by Opposer, to become a not-for-profit corporation, named Patriot Guard Riders, Inc. (the PGR corporation).

RESPONSE TO REQUEST FOR ADMISSION NO. 15: Admitted.

REQUEST FOR ADMISSION NO. 16: Admit that Opposer never:

a. orally advised other members of the PGR corporation, prior to the filing of Opposer's trademark application, that he considered himself, rather than the PGR corporation, to be the owner of anyone of the Marks; or

b. advised, in writing, other members of the PGR corporation, prior to the filing of Opposer's trademark application, that he considered himself, rather than the PGR corporation, to be the owner of anyone of the Marks.

RESPONSE TO REQUEST FOR ADMISSION NO. 16: Petitioner gives the following response:

A. Petitioner denies subsection "a."

B. Petitioner has made a reasonable inquiry to determine whether he ever advised other persons in writing that he was the owner of the Marks and the information

he knows or can readily obtain is insufficient to enable him to admit or deny this request.

REQUEST FOR ADMISSION NO. 17: Admit that Opposer never:

a. orally advised other members ofthe PGR corporation, prior to the filing of Opposer's trademark application, that he considered himself, rather than the PGR corporation, to be the only person entitled to use anyone of the Marks; or

b. advised, in writing, other members of the PGR corporation, prior to the filing of Opposer's trademark application, that he considered himself, rather than the PGR corporation, to be the only person entitled to use anyone of the Marks.

RESPONSE TO REQUEST FOR ADMISSION NO. 17: Petitioner gives the following response:

A. Petitioner denies subsection "a," and states that while he gave a license to the organization to use the marks for non-commercial purposes, he told several individuals that he considered himself to have exclusive rights to use the marks for commercial purposes.

B. Petitioner has made a reasonable inquiry to determine whether he ever advised other persons in writing that he considered himself to have exclusive rights to use the marks for commercial purposes and the information he knows or can readily obtain is insufficient to enable him to admit or deny this request.

REQUEST FOR ADMISSION NO. 18: Admit that Opposer never entered into any type of written agreement with the PGR corporation whereby Opposer granted permission to the PGR corporation to use any one of the Marks.

RESPONSE TO REQUEST FOR ADMISSION NO. 18: Admitted.

REQUEST FOR ADMISSION NO. 19: Admit that the PGR corporation was not formed to be a sole proprietorship that was run and administered solely by Opposer, as an individual.

RESPONSE TO REQUEST FOR ADMISSION NO. 19: Petitioner refers Applicant to his response to Request for Admission No. 13.

REQUEST FOR ADMISSION NO. 20: Admit that any rights that the PGR organization had obtained in one or more of the Marks inured to the benefit of the PGR corporation upon its incorporation.

RESPONSE TO REQUEST FOR ADMISSION NO. 20: Denied.

REQUEST FOR ADMISSION NO. 21: Admit that a majority of users of the website www.patriotguard.org, from its launch date until at least the time of Opposer's removal and/or resignation from the Board, would reasonably believe that the owner of one or more of the Marks, as used in connection with the services identified on the website www.patriotguard.org, was Applicant.

RESPONSE TO REQUEST FOR ADMISSION NO. 21: Petitioner cannot respond as to the thoughts or beliefs of the users of the website, and therefore denies this request.

REQUEST FOR ADMISSION NO. 22: Admit that a majority of users of the website www.patriotguard.org, from its launch date until at least the time of Opposer's removal and/or resignation from the Board, would reasonably believe that the owner of one or more of the Marks, as used in connection with the sale of goods on the website www.patriotguard.org, was Applicant.

RESPONSE TO REQUEST FOR ADMISSION NO. 22: Petitioner cannot respond as to the thoughts or beliefs of the users of the website, and therefore denies this request.

REQUEST FOR ADMISSION NO. 23: Admit that a majority of users of the website www.patriotguard.org, from its launch date until at least the time of Opposer's removal and/or resignation from the Board, would not reasonably believe that the owner of one or more of the Marks, as used in connection with the services identified on the website www.patriotguard.org, was Opposer, acting as an individual.

RESPONSE TO REQUEST FOR ADMISSION NO. 23: Petitioner cannot respond as to the thoughts or beliefs of the users of the website, and therefore denies this request.

REQUEST FOR ADMISSION NO. 24: Admit that a majority of users of the website www.patriotguard.org, from its launch date until at least the time of Opposer's removal and/or resignation from the Board, would not reasonably believe that the owner of one or more of the Marks, as used in connection with the sale of goods on the website www.patriotguard.org, was Opposer, acting as an individual.

RESPONSE TO REQUEST FOR ADMISSION NO. 24: Petitioner cannot respond as to the thoughts or beliefs of the users of the website, and therefore denies this request.

REQUEST FOR ADMISSION NO. 25: Admit that the website www.patriotguard.org provided a link to the original PGR store, where users of the website www.patriotguard.org could purchase goods bearing one or more of the Marks.

RESPONSE TO REQUEST FOR ADMISSION NO. 25: Admitted in part and denied in part. Petitioner admits that the link remained on the website until such time as it was removed by the Applicant.

REQUEST FOR ADMISSION NO. 26: Admit that the website www.patriotguard.org did not advise its users that the original PGR store was owned and operated independently of Applicant.

RESPONSE TO REQUEST FOR ADMISSION NO. 26: Denied.

REQUEST FOR ADMISSION NO. 27: Admit that the website www.patriotguard.org did not advise its users that the original PGR store was owned and operated by Opposer and/or PGR Store, LLC.

RESPONSE TO REQUEST FOR ADMISSION NO. 27: Denied.

REQUEST FOR ADMISSION NO. 28: Admit that a user of the website www.patriotguard.org would reasonably believe that the original PGR store was owned and operated by, and affiliated with, Applicant.

RESPONSE TO REQUEST FOR ADMISSION NO. 28: Petitioner cannot respond as to the thoughts or beliefs of the users of the website, and therefore denies this request.

REQUEST FOR ADMISSION NO. 29: Admit that the website www.patriotguard.org did not provide any reason for its users to believe that any of the profits generated by the original PGR store were used for any purpose other than to ultimately support Applicant's Stated Mission.

RESPONSE TO REQUEST FOR ADMISSION NO. 29: Denied.

REQUEST FOR ADMISSION NO. 30: Admit that the website www.patriotguard.org did not provide any reason for its users to believe that any of the profits generated by the original PGR store were ultimately used for Opposer's and/or PGR Store, LLC's personal use.

RESPONSE TO REQUEST FOR ADMISSION NO. 30: Denied.

REQUEST FOR ADMISSION NO. 31: Admit that a user of the website www.patriotguard.org would reasonably believe that any of the profits generated by the original PGR store would ultimately benefit Applicant.

RESPONSE TO REQUEST FOR ADMISSION NO. 31: Petitioner cannot respond as to the thoughts or beliefs of the users of the website, and therefore denies this request.

REQUEST FOR ADMISSION NO. 32: Admit that the original PGR store did not advise its users that the original PGR store was owned and operated independently of Applicant.

RESPONSE TO REQUEST FOR ADMISSION NO. 32: Denied.

REQUEST FOR ADMISSION NO. 33: Admit that the original PGR store did not advise its users that the original PGR store was owned and operated by Opposer and/or PGR Store, LLC.

RESPONSE TO REQUEST FOR ADMISSION NO. 33: Denied.

REQUEST FOR ADMISSION NO. 34: Admit that a customer of the original PGR store would reasonably believe that the original PGR store was owned and operated by, and affiliated with, Applicant.

RESPONSE TO REQUEST FOR ADMISSION NO. 34: Petitioner cannot respond as to the thoughts or beliefs of the customers of the store, and therefore denies this request.

REQUEST FOR ADMISSION NO. 35: Admit that the original PGR store did not provide any reason for its customers to believe that any of the profits generated by the original PGR store were used for any purpose other than to ultimately support Applicant's Stated Mission.

RESPONSE TO REQUEST FOR ADMISSION NO. 35: Denied.

REQUEST FOR ADMISSION NO. 36: Admit that the original PGR store did not provide any reason for its customers to believe that any of the profits generated by the original PGR store were ultimately used for Opposer's and/or PGR Store, LLC's personal use.

RESPONSE TO REQUEST FOR ADMISSION NO. 36: Denied.

REQUEST FOR ADMISSION NO. 37: Admit that a customer of the original PGR store would reasonably believe that any of the profits generated by the original PGR store would ultimately benefit Applicant.

RESPONSE TO REQUEST FOR ADMISSION NO. 37: Petitioner cannot respond as to the thoughts or beliefs of the customers of the store, and therefore denies this request.

REQUEST FOR ADMISSION NO. 38: Admit that invoices for purchased goods from the original PGR store did not give any indication that the original PGR store was owned and operated independently of Applicant.

RESPONSE TO REQUEST FOR ADMISSION NO. 38: Denied.

REQUEST FOR ADMISSION NO. 39: Admit that invoices for purchased goods from the original PGR store did not give any indication that the original PGR store was owned and operated by Opposer and/or PGR Store, LLC.

RESPONSE TO REQUEST FOR ADMISSION NO. 39: Denied.

REQUEST FOR ADMISSION NO. 40: Admit that some customers of the original PGR store received invoices for purchased products from the original PGR store via e-mail.

RESPONSE TO REQUEST FOR ADMISSION NO. 40: Admitted.

REQUEST FOR ADMISSION NO. 41: Admit that the invoices referred to in REQUEST FOR ADMISSION NO. 40 did not identify Opposer, as an individual, in any manner.

RESPONSE TO REQUEST FOR ADMISSION NO. 41: Denied.

REQUEST FOR ADMISSION NO. 42: Admit that the invoices referred to in REQUEST FOR ADMISSION NO. 40 identified the webpage www.patriotguard.org thereon.

RESPONSE TO REQUEST FOR ADMISSION NO. 42: Petitioner has made a reasonable inquiry to determine whether any invoices contained such language and the information he knows or can readily obtain is insufficient to enable him to admit or deny this request. Copies of invoices in Petitioner's possession do not indicate the www.patriotguard.org website

REQUEST FOR ADMISSION NO. 43: Admit that:

a. the invoices referred to in REQUEST FOR ADMISSION NO. 40 identified "PGR" thereon; and

b. that "PGR" in REQUEST FOR ADMISSION NO. 43(a) did not refer to Opposer, as an individual.

RESPONSE TO REQUEST FOR ADMISSION NO. 43: Denied.

REQUEST FOR ADMISSION NO. 44: Admit that the e-mail address from at least some of the e-mails identified in REQUEST FOR ADMISSION NO. 40 was pgr@valornet.com.

RESPONSE TO REQUEST FOR ADMISSION NO. 44: Admitted.

REQUEST FOR ADMISSION NO. 45: Admit that the e-mail address identified in REQUEST FOR ADMISSION NO. 44 does not specifically identify Opposer, as an individual, in any manner.

RESPONSE TO REQUEST FOR ADMISSION NO. 45: Admitted.

REQUEST FOR ADMISSION NO. 46: Admit that at least some of the e-mails identified in REQUEST FOR ADMISSION NO. 40 stated "Please make checks or MO payable

to: Patriot Guard Riders 3728 S. Elm Place PMB #137 Broken Arrow, OK 74011-1803 Please include your mailing address. Thank you for your continued commitment - we appreciate it very much. Sincerely, PGR".

RESPONSE TO REQUEST FOR ADMISSION NO. 46: Petitioner has made a reasonable inquiry to determine whether any emails contained such language and the information he knows or can readily obtain is insufficient to enable him to admit or deny this request. Copies of invoices in Petitioner's possession do not indicate the pgr.org website

REQUEST FOR ADMISSION NO. 47: Admit that the e-mails referred to in REQUEST FOR ADMISSION NO. 40 did not refer to Opposer, as an individual, in any manner.

RESPONSE TO REQUEST FOR ADMISSION NO. 47: Petitioner has made a reasonable inquiry to determine whether the emails identified Petitioner and the information he knows or can readily obtain is insufficient to enable him to admit or deny this request.

REQUEST FOR ADMISSION NO. 48: Admit that the website www.patriotguard.org provided a link to the subsequent PGR store, at least until Opposer's removal and/or resignation from the Board, where users of the website www.patriotguard.org could purchase goods bearing one or more of the Marks.

RESPONSE TO REQUEST FOR ADMISSION NO. 48: Petitioner objects to this request as "subsequent PGR store" is not defined. As such, Petitioner denies this request.

REQUEST FOR ADMISSION NO. 49: Admit that the website www.patriotguard.org, at least until Opposer's removal and/or resignation from the Board, did not advise its users that the subsequent PGR store was owned and operated independently of Applicant.

RESPONSE TO REQUEST FOR ADMISSION NO. 49: Petitioner objects to this request as "subsequent PGR store" is not defined. As such, Petitioner denies this request.

REQUEST FOR ADMISSION NO. 50: Admit that the website www.patriotguard.org, at least until Opposer's removal and/or resignation from the Board, did not advise its users that the subsequent PGR store was owned and operated by Opposer and/or PGR Store, LLC.

RESPONSE TO REQUEST FOR ADMISSION NO. 50: Petitioner objects to this request as "subsequent PGR store" is not defined. As such, Petitioner denies this request.

REQUEST FOR ADMISSION NO. 51: Admit that a user of the website www.patriotguard.org, at least until Opposer's removal and/or resignation from the Board, would reasonably believe that the subsequent PGR store was owned and operated by, and affiliated with, Applicant.

RESPONSE TO REQUEST FOR ADMISSION NO. 51: Petitioner objects to this request as "subsequent PGR store" is not defined. As such, Petitioner denies this request.

REQUEST FOR ADMISSION NO. 52: Admit that the website www.patriotguard.org, at least until Opposer's removal and/or resignation from the Board, did not provide any reason for its users to believe that any of the profits generated by the original PGR store were used for any purpose other than to ultimately support Applicant's Stated Mission.

RESPONSE TO REQUEST FOR ADMISSION NO. 52: Denied.

REQUEST FOR ADMISSION NO. 53: Admit that the website www.patriotguard.org, at least until Opposer's removal and/or resignation from the Board, did

not provide any reason for its users to believe that any of the profits generated by the original PGR store were ultimately used for Opposer's and/or PGR Store, LLC's personal use.

RESPONSE TO REQUEST FOR ADMISSION NO. 53: Denied

REQUEST FOR ADMISSION NO. 54: Admit that a user of the website www.patriotguard.org, at least until Opposer's removal and/or resignation from the Board, would reasonably believe that any of the profits generated by the original PGR store would ultimately benefit Applicant.

RESPONSE TO REQUEST FOR ADMISSION NO. 54: Petitioner cannot respond as to the thoughts or beliefs of the users of the website, and therefore denies this request.

REQUEST FOR ADMISSION NO. 55: Admit that the subsequent PGR store, at least until Opposer's removal and/or resignation from the Board, did not advise its users that the subsequent PGR store was owned and operated independently of Applicant.

RESPONSE TO REQUEST FOR ADMISSION NO. 55: Petitioner objects to this request as "subsequent PGR store" is not defined. As such, Petitioner denies this request.

REQUEST FOR ADMISSION NO. 56: Admit that the subsequent PGR store, at least until Opposer's removal and/or resignation from the Board, did not advise its users that the subsequent PGR store was owned and operated by Opposer and/or PGR Store, LLC.

RESPONSE TO REQUEST FOR ADMISSION NO. 56: Petitioner objects to this request as "subsequent PGR store" is not defined. As such, Petitioner denies this request.

REQUEST FOR ADMISSION NO. 57: Admit that a customer of the subsequent PGR store, at least until Opposer's removal and/or resignation from the Board, would reasonably believe that the subsequent PGR store was owned and operated by, and affiliated with, Applicant.

RESPONSE TO REQUEST FOR ADMISSION NO. 57: Petitioner cannot respond as to the thoughts or beliefs of the customers of the store, and therefore denies this request.

REQUEST FOR ADMISSION NO. 58: Admit that the subsequent PGR store, at least until Opposer's removal and/or resignation from the Board, did not provide any reason for its customers to believe that any of the profits generated by the original PGR store were used for any purpose other than to ultimately support Applicant's Stated Mission.

RESPONSE TO REQUEST FOR ADMISSION NO. 58: Petitioner objects to this request as "subsequent PGR store" is not defined. As such, Petitioner denies this request.

REQUEST FOR ADMISSION NO. 59: Admit that the subsequent PGR store, at least until Opposer's removal and/or resignation from the Board, did not provide any reason for its customers to believe that any of the profits generated by the original PGR store were ultimately used for Opposer's and/or PGR Store, LLC's personal use.

RESPONSE TO REQUEST FOR ADMISSION NO. 59: Petitioner objects to this request as "subsequent PGR store" is not defined. As such, Petitioner denies this request.

REQUEST FOR ADMISSION NO. 60: Admit that a customer of the subsequent PGR store, at least until Opposer's removal and/or resignation from the Board, would reasonably believe that any of the profits generated by the original PGR store would ultimately benefit Applicant.

RESPONSE TO REQUEST FOR ADMISSION NO. 60: Petitioner cannot respond as to the thoughts or beliefs of the customers of the store, and therefore denies this request.

REQUEST FOR ADMISSION NO. 61: Admit that invoices for purchased goods from the subsequent PGR store, at least until Opposer's removal and/or resignation from the

Board, did not give any indication that the subsequent PGR store was owned and operated independently of Applicant.

RESPONSE TO REQUEST FOR ADMISSION NO. 61: Petitioner objects to this request as "subsequent PGR store" is not defined. As such, Petitioner denies this request.

REQUEST FOR ADMISSION NO. 62: Admit that invoices for purchased goods from the subsequent PGR store, at least until Opposer's removal and/or resignation from the Board, did not give any indication that the subsequent PGR store was owned and operated by Opposer and/or PGR Store, LLC.

RESPONSE TO REQUEST FOR ADMISSION NO. 62: Petitioner objects to this request as "subsequent PGR store" is not defined. As such, Petitioner denies this request.

REQUEST FOR ADMISSION NO. 63: Admit that the website www.patriotguard.org had a "PGR F AQ" link provided thereon which provided users of the website www.patriotguard.org with information regarding or relating to Applicant, including information regarding the subsequent PGR store.

RESPONSE TO REQUEST FOR ADMISSION NO. 63: Petitioner did not prepare the FAQ portion of the website and is unaware of the content. As such, Petitioner denies the request.

REQUEST FOR ADMISSION NO. 64: Admit that a portion of the information provided by the "PGR F AQ" link identified in REQUEST FOR ADMISSION NO. 63 stated "PGR is funded through purchases made from the PGR Store, public donations, member donations and member businesses who donate."

RESPONSE TO REQUEST FOR ADMISSION NO. 64: Petitioner did not prepare the FAQ portion of the website and is unaware of the content. As such, Petitioner denies the request.

REQUEST FOR ADMISSION NO. 65: Admit that a reader of the statement identified in REQUEST FOR ADMISSION NO. 64 would believe that any of the profits made from purchases through the PGR Store would only be used to help fund Applicant in its Stated Mission.

RESPONSE TO REQUEST FOR ADMISSION NO. 65: Petitioner cannot respond as to the thoughts or beliefs of a hypothetical reader of the FAQ, and therefore denies this request.

REQUEST FOR ADMISSION NO. 66: Admit that a portion of the information provided by the "PGR F AQ" link identified in REQUEST FOR ADMISSION NO. 63 stated "The PGR is NOT a Motorcycle or Riding Club. This back patch is not representative of, nor is it an indication that PGR is a Motorcycle or Riding Club. We do not earn this patch but purchase it from our store."

RESPONSE TO REQUEST FOR ADMISSION NO. 66: Petitioner did not prepare the FAQ portion of the website and is unaware of the content. As such, Petitioner denies the request.

REQUEST FOR ADMISSION NO. 67: Admit that the term "our" provided in the statement from REQUEST FOR ADMISSION NO. 66 referred to Applicant.

RESPONSE TO REQUEST FOR ADMISSION NO. 67: Petitioner did not prepare the FAQ portion of the website and is unaware of the content. As such, Petitioner denies the request.

REQUEST FOR ADMISSION NO. 68: Admit that a reader of the statement identified in REQUEST FOR ADMISSION NO. 66 would believe that the PGR Store was owned and operated by Applicant.

RESPONSE TO REQUEST FOR ADMISSION NO. 68: Petitioner cannot respond as to the thoughts or beliefs of a hypothetical reader of the FAQ, and therefore denies this request.

REQUEST FOR ADMISSION NO. 69: Admit that a portion of the information provided by the "PGR F AQ" link identified in REQUEST FOR ADMISSION NO. 63 stated "The PGR logo and name is copyrighted and restricted to specific use. Anyone wishing to reproduce the logo or name for personal and/or business use in graphics of any form MUST receive permission from National, contact Jeff 'Twister' Brown ibrown@patriotguard.org before using it."

RESPONSE TO REQUEST FOR ADMISSION NO. 69: Petitioner did not prepare the FAQ portion of the website and is unaware of the content. As such, Petitioner denies the request.

REQUEST FOR ADMISSION NO. 70: Admit that the term "National" provided in the statement from REQUEST FOR ADMISSION NO. 69 referred to Applicant.

RESPONSE TO REQUEST FOR ADMISSION NO. 70: Petitioner did not prepare the FAQ portion of the website and is unaware of the content. As such, Petitioner denies the request.

REQUEST FOR ADMISSION NO. 71: Admit that a reader of the statement identified in REQUEST FOR ADMISSION NO. 69 would believe that, in order to reproduce the

PGR logo or name for personal and/or business use in graphics of any form, the reader would have to receive permission from Applicant, and not from Opposer, as an individual.

RESPONSE TO REQUEST FOR ADMISSION NO. 71: Petitioner cannot respond as to the thoughts or beliefs of a hypothetical reader of the FAQ, and therefore denies this request.

REQUEST FOR ADMISSION NO. 72: Admit that all references to the PGR Store in the information by the "PGR F AQ" link identified in REQUEST FOR ADMISSION NO. 63, would lead a reader of the information to believe that the PGR Store was owned and operated by Applicant.

RESPONSE TO REQUEST FOR ADMISSION NO. 72: Petitioner cannot respond as to the thoughts or beliefs of a hypothetical reader of the FAQ, and therefore denies this request.

REQUEST FOR ADMISSION NO. 73: Admit that a portion of the information provided by the "PGR F AQ" link: identified in REQUEST FOR ADMISSION NO. 63 stated "Suggestions for the PGR Store can be posted in the National Forums under the heading Patriot Guard Store."

RESPONSE TO REQUEST FOR ADMISSION NO. 73: Petitioner did not prepare the FAQ portion of the website and is unaware of the content. As such, Petitioner denies the request.

REQUEST FOR ADMISSION NO. 74: Admit that the "Patriot Guard Store" referred to in REQUEST FOR ADMISSION NO. 73 included the subsequent PGR store.

RESPONSE TO REQUEST FOR ADMISSION NO. 74: Petitioner did not prepare the FAQ portion of the website and is unaware of the content. As such, Petitioner denies the request.

REQUEST FOR ADMISSION NO. 75: Admit that the subsequent PGR store benefited from Applicant's website www.patriotguard.org having National Forums where users could post suggestions for the subsequent PGR store.

RESPONSE TO REQUEST FOR ADMISSION NO. 75: Petitioner objects to this request as "subsequent PGR store" is not defined. As such, Petitioner denies this request.

REQUEST FOR ADMISSION NO. 76: Admit that the subsequent PGR store, on the website www.patriotguardstore.org, provided a "PGR Home" link: that would redirect users to the website www.patriotguard.org.

RESPONSE TO REQUEST FOR ADMISSION NO. 76: Petitioner objects to this request as "subsequent PGR store" is not defined. As such, Petitioner denies this request.

REQUEST FOR ADMISSION NO. 77: Admit that Twister's PGR store, on the website www.patriotguardstore.org, provided a "Main PGR Site" link: that functioned to redirect users to the website www.patriotguard.org.

RESPONSE TO REQUEST FOR ADMISSION NO. 77: Admitted.

REQUEST FOR ADMISSION NO. 78: Admit that the website www.patriotguardstore.org posted the following notice for a period of time: "Regarding the PGR Online Store: A couple of people have asked about having a friend offer to duplicate some of our stuff for free to help the cause. Our PGR name and log is copyrighted for a reason. The revenue generated from the sale of PGR products enables us to operate this site and continue to grow the organization without any dues, donations or fees. We also have other plans down the road. All

associations have their own stores (VFW, AL, RFTW, etc.) and do not allow reproductions for the same reasons. We've also tried to keep our pricing lower than comparable products through other associations. I hope you understand and support this policy. Best regards, Jeff 'Twister' Brown".

RESPONSE TO REQUEST FOR ADMISSION NO. 78: Admitted.

REQUEST FOR ADMISSION NO. 79: Admit that the notice identified in REQUEST FOR ADMISSION NO. 78 identified Opposer as the person writing and/or posting the notice.

RESPONSE TO REQUEST FOR ADMISSION NO. 79: Admitted.

REQUEST FOR ADMISSION NO. 80: Admit that users of the website www.patriotguardstore.org, upon reading the notice identified in REQUEST FOR ADMISSION NO. 78, would reasonably believe that references to "our", "us" and "we" in the notice would refer to Applicant.

RESPONSE TO REQUEST FOR ADMISSION NO. 80: Petitioner cannot respond as to the thoughts or beliefs of the users of the website, and therefore denies this request.

REQUEST FOR ADMISSION NO. 81: Admit that users of the website www.patriotguardstore.org, upon reading the notice identified in REQUEST FOR ADMISSION NO. 78, would not reasonably believe that references to "our", "us" and "we" in the notice would refer to any of Opposer, Opposer's wife, Ms. Bonnie Brown, or PGR Store, LLC.

RESPONSE TO REQUEST FOR ADMISSION NO. 81: Petitioner cannot respond as to the thoughts or beliefs of the users of the website, and therefore denies this request.

REQUEST FOR ADMISSION NO. 82: Admit that a majority of users of the website www.patriot?:uardstore.org, from its launch date until at least the time of Opposer's removal

and/or resignation from the Board, would reasonably believe that the owner of one or more of the Marks, as used in connection with the sale of goods on the website www.patriotguardstore.org, was Applicant.

RESPONSE TO REQUEST FOR ADMISSION NO. 82: Petitioner cannot respond as to the thoughts or beliefs of the users of the website, and therefore denies this request.

REQUEST FOR ADMISSION NO. 83: Admit that a majority of users of the website www.patriotguardstore.org, from its launch date until at least the time of Opposer's removal and/or resignation from the Board, would not reasonably believe that the owner of one or more of the Marks, as used in connection with the sale of goods on the website www.patriotguardstore.org, was Opposer, acting as an individual.

RESPONSE TO REQUEST FOR ADMISSION NO. 83: Petitioner cannot respond as to the thoughts or beliefs of the users of the website, and therefore denies this request.

REQUEST FOR ADMISSION NO. 84: Admit that the top level domain .org is generally associated with an organization, and not an individual.

RESPONSE TO REQUEST FOR ADMISSION NO. 84: Denied.

REQUEST FOR ADMISSION NO. 85: Admit that the top level domain .org is generally associated with non-profit organizations.

RESPONSE TO REQUEST FOR ADMISSION NO. 85: Denied.

REQUEST FOR ADMISSION NO. 86: Admit that most users of the website www.patriotguardstore.org would believe that the subsequent PGR store was owned and operated by Applicant because it used the top level domain .org.

RESPONSE TO REQUEST FOR ADMISSION NO. 86: Petitioner cannot respond as to the thoughts or beliefs of the users of the website, and therefore denies this request.

REQUEST FOR ADMISSION NO. 87: Admit that most users of the website www.patriotguardstore.org would believe that the website was associated with a non-profit organization because it used the top level domain .org.

RESPONSE TO REQUEST FOR ADMISSION NO. 87: Petitioner cannot respond as to the thoughts or beliefs of the users of the website, and therefore denies this request.

REQUEST FOR ADMISSION NO. 88: Admit that most users of the website www.patriotguardstore.org would not believe that the website was owned and operated by a for-profit entity because it used the top level domain .org.

RESPONSE TO REQUEST FOR ADMISSION NO. 88: Petitioner cannot respond as to the thoughts or beliefs of the users of the website, and therefore denies this request.

REQUEST FOR ADMISSION NO. 89: Admit that prior to Opposer's removal and/or resignation from the Board, Opposer refused to produce the books for the original PGR store and for the subsequent PGR store to the other members of the Board upon their request.

RESPONSE TO REQUEST FOR ADMISSION NO. 89: Admitted in part and denied in part. Petitioner objects to this request as "subsequent PGR store" is not defined. As such, Petitioner denies this request. Petitioner admits that Petitioner did not produce financial records related to the store to the PGR Board of Directors. However, Petitioner did voluntarily release all personal and business financials to the PGR accountant, Mr. Jon Tatum of Tatum & Associates, for him to audit, with the stipulation that he report to Mr. Bill Lines, then PGR Executive Director, only if he found any irregularities. His report to Mr. Lines was that Petitioner's books were in order.

REQUEST FOR ADMISSION NO. 90: Admit that upon Opposer refusing to produce the books for the original PGR store and for the subsequent POR store, that the Board, other than Opposer, first definitively learned:

a. that the original PGR store and the subsequent PGR store did not provide all of their profits to Applicant;

b. that all of the profits from the original PGR store and the subsequent PGR store went to either Opposer and/or PGR Store, LLC; and

c. that Opposer and/or PGR Store, LLC, after receiving the profits from the original PGR store and the subsequent PGR store, Opposer and/or PGR Store, LLC, in its sale discretion, then decided how much of the profits to redirect back to Applicant.

RESPONSE TO REQUEST FOR ADMISSION NO. 90: Denied.

REQUEST FOR ADMISSION NO. 91: Admit that a majority of Applicant's members would reasonably believe that use of any one of the Marks would be done on behalf of, and inure to the benefit of, Applicant.

RESPONSE TO REQUEST FOR ADMISSION NO. 91: Petitioner cannot respond as to the thoughts or beliefs of Applicant's members, and therefore denies this request.

REQUEST FOR ADMISSION NO. 92: Admit that a majority of Applicant's members would not reasonably believe that use of anyone of the Marks would be done on behalf of, and inure to the benefit of, Opposer, as an individual.

RESPONSE TO REQUEST FOR ADMISSION NO. 92: Petitioner cannot respond as to the thoughts or beliefs of such hypothetical persons, and therefore denies this request.

REQUEST FOR ADMISSION NO. 93: Admit that a majority of persons, who are, or were not one of, Applicant's members, who personally attended one of Applicant's missions, or who otherwise heard about one of Applicant's missions, would reasonably believe that use of anyone of the Marks would be done on behalf of, and inure to the benefit of, Applicant.

RESPONSE TO REQUEST FOR ADMISSION NO. 93: Petitioner cannot respond as to the thoughts or beliefs of such hypothetical persons, and therefore denies this request.

REQUEST FOR ADMISSION NO. 94: Admit that a majority of persons, who are, or were not one of, Applicant's members, who personally attended one of Applicant's missions, or who otherwise heard about one of Applicant's missions, would not reasonably believe that use of anyone of the Marks would be done on behalf of, and inure to the benefit of, Opposer, as an individual.

RESPONSE TO REQUEST FOR ADMISSION NO. 94: Petitioner cannot respond as to the thoughts or beliefs of such hypothetical persons, and therefore denies this request.

REQUEST FOR ADMISSION NO. 95: Admit that Applicant's first trademark application was filed with the United States Patent and Trademark Office prior to the filing of Opposer's trademark application with the United States Patent and Trademark Office.

RESPONSE TO REQUEST FOR ADMISSION NO. 95: Petitioner admits that Applicant's application was filed before Petitioner's application, but notes that the applications were filed almost contemporaneously, having been filed on the same date and within minutes of each other.

REQUEST FOR ADMISSION NO. 96: Admit that the records of the United States Patent and Trademark Office indicate that Applicant's first trademark application was filed on

behalf of the Patriot Guard Riders corporation by Mr. Jason D. Wallin, the Treasurer for the Patriot Guard Riders corporation.

RESPONSE TO REQUEST FOR ADMISSION NO. 96: Admitted.

REQUEST FOR ADMISSION NO. 97: Admit that at the time of filing Applicant's first trademark application, Mr. Jason D. Wallin was the Treasurer for the Patriot Guard Riders corporation.

RESPONSE TO REQUEST FOR ADMISSION NO. 97: Admitted.

REQUEST FOR ADMISSION NO. 98: Admit that the Board authorized Mr. Jason D. Wallin to file Applicant's first trademark application on behalf of the Patriot Guard Riders corporation.

RESPONSE TO REQUEST FOR ADMISSION NO. 98: Petitioner cannot respond as to the whether the Board did or did not authorize this application, and therefore denies this request.

REQUEST FOR ADMISSION NO. 99: Admit that Opposer, in his Opposition, did not have any factual bases for alleging that Mr. Jason D. Wallin did not have the authorization of the Board to file Applicant's first trademark application on behalf of the Patriot Guard Riders corporation.

RESPONSE TO REQUEST FOR ADMISSION NO. 99: Denied.

REQUEST FOR ADMISSION NO. 100: Admit that Mr. Jason D. Wallin's dismissal from the Board after the filing of Applicant's first trademark application has no bearing on whether the Patriot Guard Riders corporation is entitled to have Applicant's first trademark application registered.

RESPONSE TO REQUEST FOR ADMISSION NO. 100: Denied.

REQUEST FOR ADMISSION NO. 101: Admit that Opposer's trademark application identifies Opposer as having signed Opposer's trademark application and that Opposer identified his position in the Signatory Block as "Executive Director".

RESPONSE TO REQUEST FOR ADMISSION NO. 101: Admitted in part and denied in part. When Petitioner filed the application, he intended to file the application in his individual capacity, not as a formal representative of any entity. Petitioner was directed to refer to himself as Executive Director by counsel, nonetheless both counsel and Petitioner intended for the application to be filed in Petitioner's individual capacity.

REQUEST FOR ADMISSION NO. 102: Admit that Opposer held the title of "Executive Director" of the Board prior to his removal and/or resignation from the Board.

RESPONSE TO REQUEST FOR ADMISSION NO. 102: Admitted.

REQUEST FOR ADMISSION NO. 103: Admit that since the formation of PGR Store, LLC, Opposer, as an individual, did not use anyone of the Marks in connection with the sale of goods identified in Opposer's trademark application.

RESPONSE TO REQUEST FOR ADMISSION NO. 103: Denied.

REQUEST FOR ADMISSION NO. 104: Admit that since the formation of PGR Store, LLC, PGR Store, LLC has used one or more of the Marks in connection with the sale of goods identified in Opposer's trademark application.

RESPONSE TO REQUEST FOR ADMISSION NO. 104: Admitted.

REQUEST FOR ADMISSION NO. 105: Admit that Opposer's trademark application does not state that use of one or more of the Marks in connection with the sale of goods identified therein was done through PGR Store, LLC.

RESPONSE TO REQUEST FOR ADMISSION NO. 105: Admitted. PGR Store, LLC was not in existence at the time Petitioner began using the mark. Petitioner has given PGR STORE LLC a license to use the marks.

REQUEST FOR ADMISSION NO. 106: Admit that at the time of filing Opposer's trademark application, Opposer knew that Applicant had the right to use one or more of the Marks in commerce.

RESPONSE TO REQUEST FOR ADMISSION NO. 106: Denied.

REQUEST FOR ADMISSION NO. 107: Admit that prior to the filing of Opposer's trademark application, Opposer never gave any written indication to Applicant that Opposer believed that he, as an individual, was the owner of one or more of the Marks instead of Applicant.

RESPONSE TO REQUEST FOR ADMISSION NO. 107: Petitioner has made a reasonable inquiry to determine whether such indication was ever made in writing and the information he knows or can readily obtain is insufficient to enable him to admit or deny this request.

REQUEST FOR ADMISSION NO. 108: Admit that prior to the filing of Opposer's trademark application, Opposer never gave any oral indication to Applicant that Opposer believed that he, as an individual, was the owner of one or more of the Marks instead of Applicant.

RESPONSE TO REQUEST FOR ADMISSION NO. 108: Denied.

REQUEST FOR ADMISSION NO. 109: Admit that prior to the filing of Opposer's trademark application, Opposer never gave any written indication to Applicant that Opposer

believed that he, as an individual, was entitled to use one or more of the Marks instead of Applicant.

RESPONSE TO REQUEST FOR ADMISSION NO. 109: Petitioner has made a reasonable inquiry to determine whether such indication was ever made in writing and the information he knows or can readily obtain is insufficient to enable him to admit or deny this request.

REQUEST FOR ADMISSION NO. 110: Admit that prior to the filing of Opposer's trademark application, Opposer never gave any oral indication to Applicant that Opposer believed that he, as an individual, was entitled to use one or more of the Marks instead of Applicant.

RESPONSE TO REQUEST FOR ADMISSION NO. 110: Denied.

REQUEST FOR ADMISSION NO. 111: Admit that on November 6, 2006, just three days prior to the filing of Opposer's trademark application, Opposer sent an e-mail indicating that he intended to close the subsequent PGR store.

RESPONSE TO REQUEST FOR ADMISSION NO. 111: Admitted in part and denied in part. In an effort to settle this matter, Petitioner made several different offers, one of which included an offer to close the store.

REQUEST FOR ADMISSION NO. 112: Admit that prior to the filing of Opposer's trademark application, Opposer never objected in writing to Applicant's use of one or more of the Marks.

RESPONSE TO REQUEST FOR ADMISSION NO. 112: Admitted.

REQUEST FOR ADMISSION NO. 113: Admit that prior to the filing of the present Opposition, Opposer never objected in writing to Applicant's use of one or more of the Marks.

RESPONSE TO REQUEST FOR ADMISSION NO. 113: Admitted.

REQUEST FOR ADMISSION NO. 114: Admit that prior to the filing of Opposer's trademark application, Opposer never orally objected to Applicant's use of one or more of the Marks.

RESPONSE TO REQUEST FOR ADMISSION NO. 114: Admitted.

REQUEST FOR ADMISSION NO. 115: Admit that prior to the filing of the present Opposition, Opposer never orally objected to Applicant's use of one or more of the Marks.

RESPONSE TO REQUEST FOR ADMISSION NO. 115: Admitted.

REQUEST FOR ADMISSION NO. 116: Admit that prior to the filing of Opposer's trademark application, Opposer never offered a written license to Applicant to use one or more of the Marks with the understanding that Applicant's use of one or more of the Marks would inure to the benefit of Opposer.

RESPONSE TO REQUEST FOR ADMISSION NO. 116: Admitted.

REQUEST FOR ADMISSION NO. 117: Admit that prior to the filing of the present Opposition, Opposer never offered a written license to Applicant to use one or more of the Marks with the understanding that Applicant's use of one or more of the Marks would inure to the benefit of Opposer.

RESPONSE TO REQUEST FOR ADMISSION NO. 117: Denied.

REQUEST FOR ADMISSION NO. 118: Admit that prior to the filing of Opposer's trademark application, Opposer never offered an oral license to use one or more of the Marks to Applicant with the understanding that Applicant's use of one or more of the Marks would inure to the benefit of Opposer.

RESPONSE TO REQUEST FOR ADMISSION NO. 118: Denied.

REQUEST FOR ADMISSION NO. 119: Admit that prior to the filing of the present Opposition, Opposer never offered an oral license to use one or more of the Marks to Applicant with the understanding that Applicant's use of one or more of the Marks would inure to the benefit of Opposer.

RESPONSE TO REQUEST FOR ADMISSION NO. 119: Denied.

REQUEST FOR ADMISSION NO. 120: Admit that Opposer, as an individual, never controlled Applicant's use of anyone of the Marks with respect to the nature and quality of the services in connection with which any one of the Marks were used.

RESPONSE TO REQUEST FOR ADMISSION NO. 120: Denied.

REQUEST FOR ADMISSION NO. 121: Admit that Opposer, as an individual, never controlled Applicant's use of anyone of the Marks with respect to the nature and quality of the goods on which anyone of the Marks were used.

RESPONSE TO REQUEST FOR ADMISSION NO. 121: Denied.

REQUEST FOR ADMISSION NO. 122: Admit that the Opposition states that the mark PATRIOT GUARD RIDERS RIDING WITH RESPECT was first used in connection with the "organization's services".

RESPONSE TO REQUEST FOR ADMISSION NO. 122: Admitted to the extent that Opposer did not view the organization's interests as different from his own at the time of first use.

REQUEST FOR ADMISSION NO. 123: Admit that the "organization's services" identified in the Opposition referred to Applicant's services, and not Opposer's individual services.

RESPONSE TO REQUEST FOR ADMISSION NO. 123: Admitted to the extent that Opposer did not view the organization's interests as different from his own at the time of first use.

REQUEST FOR ADMISSION NO. 124: Admit that Bonnie Brown, Opposer's wife, registered a Limited Liability Company named PGR Store on February 13, 2006.

RESPONSE TO REQUEST FOR ADMISSION NO. 124: Admitted.

REQUEST FOR ADMISSION NO. 125: Admit that an electronic filing was submitted to the Oklahoma Secretary of State under the name Patriot Guard Riders Inc., a not-for-profit corporation, on February 21, 2006.

RESPONSE TO REQUEST FOR ADMISSION NO. 125: Admitted.

REQUEST FOR ADMISSION NO. 126: Admit that Opposer was named as the Agent for Patriot Guard Riders Inc. in the electronic filing identified in REQUEST FOR ADMISSION NO. 125.

RESPONSE TO REQUEST FOR ADMISSION NO. 126: Admitted.

REQUEST FOR ADMISSION NO. 127: Admit that Opposer was named as an incorporator for Patriot Guard Riders Inc. in the electronic filing identified in REQUEST FOR ADMISSION NO. 125.

RESPONSE TO REQUEST FOR ADMISSION NO. 127: Admitted.

REQUEST FOR ADMISSION NO. 128: Admit that since at least December 10, 2006 to at least February 6, 2007, the website www.patriotguardstore.org included an Announcement stating: "Contrary to what you may have heard, the store has no plans to close. We will remain open as long as the membership continues to support our efforts and good name."

RESPONSE TO REQUEST FOR ADMISSION NO. 128: Admitted in part and denied in part. Petitioner is aware that a similar or identical statement did appear on the website, but does not know the time period during which the statement appeared. Petitioner has made a reasonable inquiry to determine such dates and the information he knows or can readily obtain is insufficient to enable him to admit or deny this request.

REQUEST FOR ADMISSION NO. 129: Admit that since at least April 12, 2007 to at least August 9, 2007, the website www.patriotguardstore.org included an Announcement stating: "Contrary to what you may have heard, Twister's PGR Store has no plans to close. We will remain open as long as the membership continues to support our efforts and good name."

RESPONSE TO REQUEST FOR ADMISSION NO. 129: Admitted in part and denied in part. Petitioner is aware that a similar or identical statement did appear on the website, but does not know the time period during which the statement appeared. Petitioner has made a reasonable inquiry to determine such dates and the information he knows or can readily obtain is insufficient to enable him to admit or deny this request.

REQUEST FOR ADMISSION NO. 130: Admit that Opposer, as an individual, did not first use one or more of the Marks in connection with metal license plates, as early as December 9, 2005.

RESPONSE TO REQUEST FOR ADMISSION NO. 130: Denied.

REQUEST FOR ADMISSION NO. 131: Admit that Applicant first used one or more of the Marks in connection with metal license plates, as early as December 9, 2005.

RESPONSE TO REQUEST FOR ADMISSION NO. 131: Denied.

REQUEST FOR ADMISSION NO. 132: Admit that Opposer, as an individual, did not first use one or more of the Marks in commerce in connection with metal license plates, as early as December 9, 2005.

RESPONSE TO REQUEST FOR ADMISSION NO. 132: Denied.

REQUEST FOR ADMISSION NO. 133: Admit that Applicant first used one or more of the Marks in commerce in connection with metal license plates, as early as December 9,2005.

RESPONSE TO REQUEST FOR ADMISSION NO. 133: Denied.

REQUEST FOR ADMISSION NO. 134: Admit that Opposer, as an individual, did not first use one or more of the Marks in connection with ornamental pins, as early as December 14, 2005.

RESPONSE TO REQUEST FOR ADMISSION NO. 134: Denied.

REQUEST FOR ADMISSION NO. 135: Admit that Applicant first used one or more of the Marks in connection with ornamental pins, as early as December 14, 2005.

RESPONSE TO REQUEST FOR ADMISSION NO. 135: Denied.

REQUEST FOR ADMISSION NO. 136: Admit that Opposer, as an individual, did not first use one or more of the Marks in commerce in connection with ornamental pins, as early as December 14, 2005.

RESPONSE TO REQUEST FOR ADMISSION NO. 136: Denied.

REQUEST FOR ADMISSION NO. 137: Admit that Applicant first used one or more of the Marks in connection with ornamental pins, as early as December 14, 2005.

RESPONSE TO REQUEST FOR ADMISSION NO. 137: Denied.

REQUEST FOR ADMISSION NO. 138: Admit that Opposer, as an individual, did not first use one or more of the Marks in connection with cloth banners and/or fabric flags, as early as November 29, 2005.

RESPONSE TO REQUEST FOR ADMISSION NO. 138: Denied.

REQUEST FOR ADMISSION NO. 139: Admit that Applicant first used one or more of the Marks in connection with cloth banners and/or fabric flags, as early as November 29,2005.

RESPONSE TO REQUEST FOR ADMISSION NO. 139: Denied.

REQUEST FOR ADMISSION NO. 140: Admit that Opposer, as an individual, did not first use one or more of the Marks in commerce in connection with cloth banners and/or fabric flags, as early as November 29, 2005.

RESPONSE TO REQUEST FOR ADMISSION NO. 140: Denied.

REQUEST FOR ADMISSION NO. 141: Admit that Applicant first used one or more of the Marks in commerce in connection with cloth banners and/or fabric flags, as early as November 29,2005.

RESPONSE TO REQUEST FOR ADMISSION NO. 141: Denied.

REQUEST FOR ADMISSION NO. 142: Admit that Opposer, as an individual, did not first use one or more of the Marks in connection with hats and/or short-sleeved or long-sleeved t-shirts, as early as December 8, 2005.

RESPONSE TO REQUEST FOR ADMISSION NO. 142: Denied.

REQUEST FOR ADMISSION NO. 143: Admit that Applicant first used one or more of the Marks in connection with hats and/or short-sleeved or long-sleeved t-shirts, as early as December 8, 2005.

RESPONSE TO REQUEST FOR ADMISSION NO. 143: Denied.

REQUEST FOR ADMISSION NO. 144: Admit that Opposer, as an individual, did not first use one or more of the Marks in commerce in connection with hats and/or short-sleeved or long-sleeved t-shirts, as early as December 8, 2005.

RESPONSE TO REQUEST FOR ADMISSION NO. 144: Denied.

REQUEST FOR ADMISSION NO. 145: Admit that Applicant first used one or more of the Marks in commerce in connection with hats and/or short-sleeved or long-sleeved t-shirts, as early as December 8, 2005.

RESPONSE TO REQUEST FOR ADMISSION NO. 145: Denied.

REQUEST FOR ADMISSION NO. 146: Admit that Opposer, as an individual, did not first use one or more of the Marks in connection with embroidered patches for clothing, as early as December 23, 2005.

RESPONSE TO REQUEST FOR ADMISSION NO. 146: Denied.

REQUEST FOR ADMISSION NO. 147: Admit that Applicant first used one or more of the Marks in connection with embroidered patches for clothing, as early as December 23, 2005.

RESPONSE TO REQUEST FOR ADMISSION NO. 147: Denied.

REQUEST FOR ADMISSION NO. 148: Admit that Opposer, as an individual, did not first use one or more of the Marks in commerce in connection with embroidered patches for clothing, as early as December 23, 2005.

RESPONSE TO REQUEST FOR ADMISSION NO. 148: Denied.

REQUEST FOR ADMISSION NO. 149: Admit that Applicant first used one or more of the Marks in commerce in connection with embroidered patches for clothing, as early as December 23, 2005.

RESPONSE TO REQUEST FOR ADMISSION NO. 149: Denied.

REQUEST FOR ADMISSION NO. 150: Admit that Opposer, as an individual, did not first use one or more of the Marks in connection with association services, namely, promoting the interests of families of deceased military members and families of deceased veterans, as early as October 27, 2005.

RESPONSE TO REQUEST FOR ADMISSION NO. 150: Denied.

REQUEST FOR ADMISSION NO. 151: Admit that Applicant first used one or more of the Marks in connection with association services, namely, promoting the interests of families of deceased military members and families of deceased veterans, as early as October 27, 2005.

RESPONSE TO REQUEST FOR ADMISSION NO. 151: Denied.

REQUEST FOR ADMISSION NO. 152: Admit that Opposer identified October 27, 2005 as the date of Opposer's first use of the mark PATRIOT GUARD RIDER in connection with association services, namely, promoting the interests of families of deceased military members and families of deceased veterans in Opposer's trademark application, because October 27, 2005 was the date of a mission to honor Spc. Lucas Frantz.

RESPONSE TO REQUEST FOR ADMISSION NO. 152: Denied.

REQUEST FOR ADMISSION NO. 153: Admit that the Kansas American Legion Riders, and not Opposer, organized and planned the mission of October 27, 2005 to honor Spc. Lucas Frantz.

RESPONSE TO REQUEST FOR ADMISSION NO. 153: Petitioner has made a reasonable inquiry to determine the organizer of the event and the information he knows or can readily obtain is insufficient to enable him to admit or deny this request.

REQUEST FOR ADMISSION NO. 154: Admit that the name PATRIOT GUARD was established and announced on October 27, 2005 at the mission to honor Spc. Lucas Frantz by the Kansas American Legion Riders, and not by Opposer.

RESPONSE TO REQUEST FOR ADMISSION NO. 154: Admitted in part and denied in part. To the extent that Petitioner does not recall the particular mission when the term was coined, the request is denied. Petitioner admits hearing another individual use the words "Kansas," "patriot," and "guard." Petitioner has made a reasonable inquiry to determine the date of the mission and the information he knows or can readily obtain is insufficient to enable him to admit or deny.

REQUEST FOR ADMISSION NO. 155: Admit that any use (as defined by the United States Trademark Laws) of the mark PATRIOT GUARD RIDER in connection with association services, namely, promoting the interests of families of deceased military members and families of deceased veterans, was not done until after October 27, 2005.

RESPONSE TO REQUEST FOR ADMISSION NO. 155: Petitioner does not recall whether the term was ever used prior to October 27, 2005. Petitioner has made a reasonable inquiry to determine whether the term was ever used prior to October 27, 2005 and the information he knows or can readily obtain is insufficient to enable him to admit or deny.

REQUEST FOR ADMISSION NO. 156: Admit that Opposer, as an individual, did not first use one or more of the Marks in commerce in connection with association services, namely, promoting the interests of families of deceased military members and families of deceased veterans, as early as November 9, 2005.

RESPONSE TO REQUEST FOR ADMISSION NO. 156: Denied.

REQUEST FOR ADMISSION NO. 157: Admit that Applicant first used one or more of the Marks in commerce in connection with association services, namely, promoting the interests of families of deceased military members and families of deceased veterans, as early as November 9, 2005.

RESPONSE TO REQUEST FOR ADMISSION NO. 157: Denied.

REQUEST FOR ADMISSION NO. 158: Admit that Opposer identified November 9, 2005 as the date of Opposer's first use of the mark PATRIOT GUARD RIDER in commerce in connection with association services, namely, promoting the interests of families of deceased military members and families of deceased veterans in Opposer's trademark application, was because November 9, 2005 was the date the website www.patriotguard.org was registered.

RESPONSE TO REQUEST FOR ADMISSION NO. 158: Denied.

REQUEST FOR ADMISSION NO. 159: Admit that the information to be provided to the public via the website www.patriotguard.org was not accessible to the public until after November 9, 2005.

RESPONSE TO REQUEST FOR ADMISSION NO. 159: Admitted.

REQUEST FOR ADMISSION NO. 160: Admit that any use in commerce (as defined by the United States Trademark Laws) of the mark PATRIOT GUARD RIDER in connection with association services, namely, promoting the interests of families of deceased military members and families of deceased veterans, was not done until after November 9, 2005.

RESPONSE TO REQUEST FOR ADMISSION NO. 160: Denied.

REQUEST FOR ADMISSION NO. 161: Admit that Opposer, as an individual, did not first use one or more of the Marks in connection with organizing and conducting support groups in the field of combat veterans and their families, as early as November 11, 2005.

RESPONSE TO REQUEST FOR ADMISSION NO. 161: Denied.

REQUEST FOR ADMISSION NO. 162: Admit that Applicant first used one or more of the Marks in connection with organizing and conducting support groups in the field of combat veterans and their families, as early as November 11, 2005.

RESPONSE TO REQUEST FOR ADMISSION NO. 162: Denied.

REQUEST FOR ADMISSION NO. 163: Admit that Opposer, as an individual, did not first use one or more of the Marks in commerce in connection with organizing and conducting support groups in the field of combat veterans and their families, as early as June 1, 2006.

RESPONSE TO REQUEST FOR ADMISSION NO. 163: Denied.

REQUEST FOR ADMISSION NO. 164: Admit that Applicant first used one or more of the Marks in commerce in connection with organizing and conducting support groups in the field of combat veterans and their families, as early as June 1, 2006.

RESPONSE TO REQUEST FOR ADMISSION NO. 164: Denied.

REQUEST FOR ADMISSION NO. 165: Admit that Opposer identified John Jacobs as his attorney in Opposer's trademark application.

RESPONSE TO REQUEST FOR ADMISSION NO. 165: Admitted.

REQUEST FOR ADMISSION NO. 166: Admit that Opposer identified John Jacobs as the person to whom correspondence regarding Opposer's trademark application should be sent.

RESPONSE TO REQUEST FOR ADMISSION NO. 166: Admitted.

REQUEST FOR ADMISSION NO. 167: Admit that in an e-mail dated October 27, 2006, Opposer solicited legal advice on behalf of the PGR corporation from John Jacobs.

RESPONSE TO REQUEST FOR ADMISSION NO. 167: Petitioner objects to this request as it seeks information protected by the attorney/client privilege.

REQUEST FOR ADMISSION NO. 168: Admit that in an e-mail dated October 30, 2006, John Jacobs responded to Opposer's email identified in REQUEST FOR ADMISSION NO. 167.

RESPONSE TO REQUEST FOR ADMISSION NO. 168: Petitioner objects to this request as it seeks information protected by the attorney/client privilege.

REQUEST FOR ADMISSION NO. 169: Admit that in John Jacobs' response e-mail identified in REQUEST FOR ADMISSION NO. 168, John Jacobs stated "PGR is entitled to protect the 'Patriot Guard Rider' name from 'confusingly similar' names used in connection with similar 'goods and services' (missions and current store items)."

RESPONSE TO REQUEST FOR ADMISSION NO. 169: Petitioner objects to this request as it seeks information protected by the attorney/client privilege.

REQUEST FOR ADMISSION NO. 170: Admit that in John Jacobs' response e-mail identified in REQUEST FOR ADMISSION NO. 168, John Jacobs did not state that Opposer, as an individual, was entitled to protect the "PATRIOT GUARD RIDER" name from "confusingly similar" names used in connection with similar "goods and services" (missions and current store items)."

RESPONSE TO REQUEST FOR ADMISSION NO. 170: Petitioner objects to this request as it seeks information protected by the attorney/client privilege.

REQUEST FOR ADMISSION NO. 171: Admit that Opposer forwarded John Jacobs' e-mail identified in REQUEST FOR ADMISSION NO. 168 to the "head shed" and stated

"Folks, We need to think about this .. .let's discuss it Wed. night. If we decide this is the route to go, we should probably hit Kentucky, Florida and Nevada."

RESPONSE TO REQUEST FOR ADMISSION NO. 171: Petitioner has made a reasonable inquiry to determine whether such an email exists and the information he knows or can readily obtain is insufficient to enable him to admit or deny this request.

REQUEST FOR ADMISSION NO. 172: Admit that in an e-mail dated November 1, 2006, Opposer solicited legal advice on behalf of the PGR corporation from John Jacobs.

RESPONSE TO REQUEST FOR ADMISSION NO. 172: Petitioner objects to this request as it seeks information protected by the attorney/client privilege.

REQUEST FOR ADMISSION NO. 173: Admit that in an e-mail dated November 2, 2006, John Jacobs responded to Opposer's email identified in REQUEST FOR ADMISSION NO. 172.

RESPONSE TO REQUEST FOR ADMISSION NO. 173: Petitioner objects to this request as it seeks information protected by the attorney/client privilege.

REQUEST FOR ADMISSION NO. 174: Admit that Opposer forwarded John Jacobs' e-mail identified in REQUEST FOR ADMISSION NO. 173 to the "head shed" and stated "I think it's time we poll our membership for any attorney members who would be willing to donate their services to look into this case as well as the trademark infringement issues. John is an 'in house' attorney, so cannot take any outside cases. What say ye?"

RESPONSE TO REQUEST FOR ADMISSION NO. 174: Petitioner has made a reasonable inquiry to determine whether such an email exists and the information he knows or can readily obtain is insufficient to enable him to admit or deny this request.

REQUEST FOR ADMISSION NO. 175: Admit that the "head shed" identified in REQUEST FOR ADMISSION NO. 171 and REQUEST FOR ADMISSION NO. 174 included other members of the Board.

RESPONSE TO REQUEST FOR ADMISSION NO. 175: Petitioner objects to this request as Applicant has failed to define the term "head shed." As such, Petitioner denies this request. Moreover, Petitioner does not recall which individuals were included in the group "head shed." Petitioner has made a reasonable inquiry to determine this information and the information he knows or can readily obtain provides no further definition.

REQUEST FOR ADMISSION NO. 176: Admit that the statement identified in REQUEST FOR ADMISSION NO. 171 sought the opinions of other members of the Board regarding what the PGR corporation could do about "this".

RESPONSE TO REQUEST FOR ADMISSION NO. 176: Petitioner has made a reasonable inquiry to determine whether such an email exists and the information he knows or can readily obtain is insufficient to enable him to admit or deny this request.

REQUEST FOR ADMISSION NO. 177: Admit that the statement identified in REQUEST FOR ADMISSION NO. 174 sought the opinions of other members of the Board regarding what the PGR corporation could do about "this case as well as the trademark infringement issues".

RESPONSE TO REQUEST FOR ADMISSION NO. 177: Petitioner has made a reasonable inquiry to determine whether such an email exists and the information he knows or can readily obtain is insufficient to enable him to admit or deny this request.

REQUEST FOR ADMISSION NO. 178: Admit that John Jacobs did not authorize Opposer to identify him as Opposer's attorney in Opposer's trademark application.

RESPONSE TO REQUEST FOR ADMISSION NO. 178: Denied.

REQUEST FOR ADMISSION NO. 179: Admit that John Jacobs did not authorize Opposer to identify him as the person to whom correspondence regarding Opposer's trademark application should be sent.

RESPONSE TO REQUEST FOR ADMISSION NO. 179: Denied.

DOERNER, SAUNDERS, DANIEL
& ANDERSON, L.L.P.

By: _____
Tom Q. Ferguson, OBA No. 12288
Rachel Blue, OBA No. 16789
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Tulsa, Oklahoma 74103-3725
Telephone (918) 582-1211
Facsimile (918) 591-5360
tferguson@dsda.com
rblue@dsda.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 6th day of June, 2008, a true and correct copy of the above and foregoing Petitioner's Response to Applicant's Request for Admissions was sent via electronic delivery to DMarr@trexlaw.com and mailed, with proper postage thereon, to :

David J. Marr
James R. Foley
James A. O'Malley
TREXLER, BUSHNELL, GIANGIORGI,
BLACKSTONE & MARR, LTD.
105 West Adams Street, 36th Floor
Chicago, IL 60603

_____
Rachel Blue

EXHIBIT 4

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

JEFF BROWN,	)	CANCELLATION NO.: 91181448
	)	
Petitioner	)	TRADEMARK: PATRIOT GUARD RIDERS AND DESIGN
	)	
v.	)	
	)	APPLICATION NO. 77/040379
PATRIOT GUARD RIDERS, INC.,	)	
	)	DATE FILED: NOVEMBER 9, 2006
Applicant	)	

PETITIONER'S ANSWER TO APPLICANT'S FIRST SET OF INTERROGATORIES

Petitioner, Jeff Brown, submits his responses to Applicant Patriot Guard Riders First Set of Interrogatories.

Objections to Introductory Material, Definitions, and Instructions Contained in Applicant's First Set of Interrogatories.

1. Petitioner objects to the definitions and instructions contained in Applicant's First Set of Interrogatories to the extent those definitions and instructions seek to impose duties or obligations on Petitioner in addition to or different from those imposed or authorized by the Federal Rules of Civil Procedure the Patent and Trademark Board Rules of Practice. Furthermore, as written, those definitions and instructions are overly broad and unduly burdensome.

2. Petitioner will provide responses according to the Federal Rules of Civil Procedure and the Patent and Trademark Board Rules of Practice. Petitioner considers its obligations to be governed by those rules, and specifically disclaims the acceptance of any additional obligations imposed by your definitions and instructions. For example, Petitioner's

supplementation duties are governed by those rules. Petitioner objects to the supplementation instructions contained in your introductory matter and instructions.

3. Petitioner specifically objects to paragraph 1 of your Definitions insofar as it unreasonably expand the definition of the parties. For example, Rule 33(a) provides the basis for determining what information is available to a party. Petitioner objects to your definitions insofar as it would alter the meaning of Rule 33(a).

4. Petitioner specifically objects to paragraphs 17-20 of your Definitions insofar as, given the context of any particular interrogatory, there may be more appropriate and less burdensome manners to "identify" the requested information.

5. Petitioner specifically objects to paragraph 27 of your Instructions on the basis that the instruction is contrary to Rule 33. Petitioner will state its objections in compliance with Rule 33. Petitioner's privilege objections are governed by Rule 33 and Rule 26, in particular Rule 26(b)(5), as well as relevant case law interpreting those rules.

6. Petitioner specifically objects to producing any document or providing any information that discloses a confidential communication made for the purpose of facilitating the rendition of professional legal services. Petitioner objects to the extent any request seeks privileged information or information protected by the work product doctrine.

7. Petitioner will exercise the option to produce documents for inspection as they are kept in the usual course of business or organize or label them to correspond with the categories in the requests. See Rule 34(b). Any responsive documents which Petitioner has agreed to produce will be produced as agreed between the parties.

8. Petitioner specifically objects to producing any document that is not relevant to the claim or defense of any party, is not admissible at trial, and does not appear reasonably calculated to lead to the discovery of admissible evidence.

Each of these objections is incorporated in each particular response. This is primarily for brevity, since it adds nothing to the objection to reprint it on a subsequent page. Where more specific problems are presented by an interrogatory, an objection will be made that describes the additional problems presented by the interrogatory.

INTERROGATORY NO. 1: Identify all persons providing any information to answer these Interrogatories, as well as the nature of each person's knowledge relating to these Interrogatories.

ANSWER TO INTERROGATORY NO. 1: Petitioner responds as follows:

Jeff Brown c/o Tom Q. Ferguson and Rachel E. Blue Doerner, Saunders, Daniel & Anderson, L.L.P. 320 S. Boston Ave, Suite 500, Tulsa, OK 74103 (918)582-1211	Knowledge regarding the use and creation of the marks, communications between the parties; and other matters related to this dispute

INTERROGATORY NO. 2: Identify each consultant, advisor or expert who has been retained or specifically employed by Opposer, Opposer's attorney, or anyone acting on Opposer's behalf, with respect to any issue raised by the documents in this action, in anticipation of litigation, opposition with the Trademark Trial and Appeal Board, or preparation for trial and who is not expected to be called as a witness at trial.

ANSWER TO INTERROGATORY NO. 2: No such persons have been retained at this time.

INTERROGATORY NO. 3: State the alleged date(s) *(month, day and year)* that Opposer, individually, and not on behalf of Applicant, first selected and adopted one or more of the Marks and produce documentation to support same.

ANSWER TO INTERROGATORY NO. 3: Petitioner first selected and adopted the marks sometime after participating in the "Run for the Wall" event in 2005. Petitioner cannot recall the exact date he selected or adopted the marks.

INTERROGATORY NO. 4: State how Opposer, individually, and not on behalf of Applicant, performed "association services, namely, promoting the interests of families of deceased military members and families of deceased veterans", as declared in Opposer's trademark application.

ANSWER TO INTERROGATORY NO. 4: After attending two or three military funerals with other motorcycle riders and veterans groups, Petitioner decided a nationwide Internet site to disseminate information regarding the information about upcoming funerals would allow more people across the country to participate and show their appreciation for sacrifices made by American men and women who have paid the ultimate price in the defense of the country's freedom. Petitioner started an email campaign to recruit members of a new organization which would ultimately become the Patriot Guard Riders. Petitioner also worked with other new members to develop a website, and an organizational structure to promote the processing of data for the funerals. Over the next several months Petitioner designed, researched, funded and shipped various commercial products that gave the Patriot Guard Riders recognition all over the world and provided substantial financial support to the organization. Petitioner has ridden to well over 100 honor mission across the country to honor America's fallen heroes and continues to do so.

In August of 2006, Petitioner paid for most of the cost and worked with other Patriot Guard Riders members to set up and run "The Healing Fields" in Sturgis, South Dakota. Petitioner helped promote and covered most of the costs for the 2006 Gathering of the Guards in Claremore, Oklahoma. Petitioner purchased thousands of 3 X 5 foot American flags and poles that were distributed to Patriot Guard Riders members across the country to hold in flag lines at military funerals. Petitioner spent countless hours on the phone and in email correspondence with Patriot Guard Riders members, soldiers families, law enforcement officials and others involved in the missions. In May of 2006, Petitioner paid for himself and five other Patriot Guard Riders leaders and their wives to fly to Washington DC and meet with President Bush as his guests and attend the signing ceremony of the "Respect For America's Fallen Heroes Act." Petitioner designed and paid for the manufacturing and shipping of hundreds of plaques to be given to the families of fallen soldiers. Petitioner continues to promote the Patriot Guard Riders so that more people will join and pay tribute to American men and women in uniform.

INTERROGATORY NO. 5: Identify the corporation, organization, association or other entity that Opposer was the "Executive Director" of, as declared in the signature block of Opposer's trademark application.

ANSWER TO INTERROGATORY NO. 5: When Petitioner filed the application, he intended to file the application in his individual capacity, not as a formal representative of any entity. Petitioner was directed to refer to himself as Executive Director by counsel, nonetheless both counsel and Petitioner intended for the application to be filed in Petitioner's individual capacity.

INTERROGATORY NO. 6: Describe John Jacobs personal and/or professional relationship to Opposer and to Applicant from the time of the formation of the PGR organization until the time of the filing of the present Opposition.

ANSWER TO INTERROGATORY NO. 6: To the extent this interrogatory seeks information protected by the attorney/client privilege or the attorney work product doctrine, Petitioner objects. Without waiving this objection, Petitioner states that the relationship was that of attorney/client.

INTERROGATORY NO. 7: Describe the circumstances and relevant information surrounding Opposer's decision to file Opposer's trademark application.

ANSWER TO INTERROGATORY NO. 7: To the extent this interrogatory seeks information protected by the attorney/client privilege or the attorney work product doctrine, Petitioner objects. Without waiving this objection, Petitioner decided to file his trademark application to aid in the protection of his rights in the Marks.

INTERROGATORY NO. 8: Explain Opposer's basis for alleging in the Opposition that Opposer, individually, had earlier use of the mark PATRIOT GUARD RIDERS RIDING WITH RESPECT in commerce, as compared to Applicant's use of the mark PATRIOT GUARD RIDERS RIDING WITH RESPECT, and why Opposer's supposed earlier use, claimed in the Opposition to be "at least as early as 2005", did not inure to the benefit of, or was not on behalf of, Applicant.

ANSWER TO INTERROGATORY NO. 8: Petitioner objects to the extent this interrogatory seeks a legal conclusion. Without waiving this objection, Petitioner states that his use of the Marks was prior to the use of the Marks by the Applicant. Moreover, Petitioner created the marks and used them on his own behalf.

INTERROGATORY NO. 9: Explain Opposer's basis for alleging in the Opposition that the individual who filed Applicant's first trademark application had full knowledge of Opposer's prior, individual rights, in the mark PATRIOT GUARD RIDERS RIDING WITH RESPECT.

ANSWER TO INTERROGATORY NO. 9: Upon information and belief, Mr. Jason Wallin filed the Applicant's trademark application. Mr. Wallin was aware of Petitioner's ownership of the marks as Mr. Wallin and Petitioner had several discussions regarding Petitioner's ownership of the marks.

INTERROGATORY NO. 10: State whether Opposer ever licensed, either orally or in writing, or otherwise acquiesced to, Applicant's use of any one of the Marks and, if so, identify all persons having knowledge of the license and/or acquiescence and the circumstances surrounding same, such as the date and terms of the license and/or acquiescence, and all documents relating to same.

ANSWER TO INTERROGATORY NO. 10: Petitioner recalls discussing with several individuals associated with Applicant that Applicant could use the Marks in a non-commercial manner for the benefit of Applicant. Petitioner does not recall whether this license was ever made in writing.

INTERROGATORY NO. 11: Describe all circumstances and relevant information, including, but not limited to, people, dates and places, leading up to the coining of the name "PATRIOT GUARD RIDERS", and provide all documents relating to same.

ANSWER TO INTERROGATORY NO. 11: Petitioner recalls hearing someone use the words "Kansas," "patriot" and "guard" to describe the efforts of individuals to show support at military funerals and to prevent the actions of protestors from interfering with the funerals.

Ultimately Petitioner decided "Patriot Guard Riders" would be an appropriate name for the organization Petitioner was forming.

INTERROGATORY NO. 12: Describe all circumstances and relevant information, including, but not limited to, people, dates and places, leading up to the forming of the Patriot Guard Riders organization, and provide all documents relating to same.

ANSWER TO INTERROGATORY NO. 12: After participating in the "Run for the Wall" event in 2005, Petitioner experienced a new sense of patriotism and pride in his status as a Vietnam era veteran. Some of Petitioner's associates from the Rolling Thunder Chapter 3 in Coweta, Oklahoma, ("Rolling Thunder Associates") contacted Petitioner and told him that there was a group from Topeka, Kansas that would be protesting at a soldier's funeral in Broken Arrow, Oklahoma. These Rolling Thunder Associates stated that they had been contacted by American Legion Riders in Mulvane, Kansas to join them in keeping the protestors from disrupting the funeral service. The Rolling Thunder Associates asked Petitioner to ride with them, which Petitioner did. After that event, Petitioner rode in a similar manner in two or three more funerals.

At a later date, after hearing about a similar protest planned at a funeral in Edmond, Oklahoma by the Westboro Baptist Church, Petitioner was unable to find any further details about the funeral services and resorted to using the Westboro Baptist Church website to obtain the information. During the trip to Edmond to attend the funeral, Petitioner decided to use the Internet to set up a nationwide network and information center designed to alert other bikers and veterans of upcoming military funerals in an effort to increase participation and to express to the families of the service members that their loss was shared and appreciated.

Upon arriving at the service in Edmond, Petitioner located members of the American Legion Riders from Mulvane, Kansas and discussed his idea with them. They indicated interest. After returning home that evening, Petitioner drafted an email detailing his plans and sent the email to various motorcycle and veterans organizations across the country. He received reply emails in support of his idea almost immediately.

One such reply came from Jason Wallin, who indicated that he was an IT specialist. Mr. Wallin offered to build and host a website. On November 11, 2005 Mr. Wallin indicated that he has registered the domain www.patriotguard.org and the website was registered in Petitioner's name.

INTERROGATORY NO. 13: Describe all circumstances and relevant information, including, but not limited to, people, dates and places, leading up to the registering and development of the website www.patriotguard.org, and provide all documents relating to same.

ANSWER TO INTERROGATORY NO. 13: Petitioner refers Applicant to Petitioner's Answer to Interrogatory No. 12.

INTERROGATORY NO. 14: Describe all circumstances and relevant information, including, but not limited to, people, dates and places, leading up to the formation of the original PGR store, and provide all documents relating to same.

ANSWER TO INTERROGATORY NO. 14: Shortly after receiving emails of support as described in Answer to Interrogatory No. 12, Petitioner received emails asking if Petitioner could design a PGR patch. Petitioner designed the patch and sent the design to the American Patch and Emblem Company for production quotes. Petitioner's wife, Bonnie Brown formed a new company to operate the store.

INTERROGATORY NO. 15: Describe all circumstances and relevant information, including, but not limited to, people, dates and places, leading up to the formation of PGR Store LLC, including why Opposer's wife was chosen to be the registered agent for PGR Store, LLC, instead of Opposer himself, and further including what role Opposer has had in the operation of PGR Store LLC, and provide all documents relating to same.

ANSWER TO INTERROGATORY NO. 15: Petitioner refers Applicant to Answer to Interrogatory No. 14. In addition, Petitioner's role in the operation of the store included the use of the couple's personal savings to finance the start-up of the store. Petitioner handled most of the original product design work with his wife's input. Together the couple did the packaging. Shipping and other administrative tasks.

INTERROGATORY NO. 16: Describe all circumstances and relevant information, including, but not limited to, people, dates and places, leading up to the formation of the subsequent PGR store, including the registering and development of the website www.patriotguardstore.org, and provide all documents relating to same.

ANSWER TO INTERROGATORY NO. 16: After receiving a request for a Patriot Guard Rider patch, in approximately November of 2005, Petitioner designed a patch, researched and chose a manufacturer and placed an initial order. Petitioner received a positive response and requests for other products, and accordingly created the store. Petitioner does not recall the creation date of the website. Mr. Jason Taucher created the website for Petitioner.

INTERROGATORY NO. 17: Describe all circumstances and relevant information, including, but not limited to, people, dates and places, leading up to the formation of Twister's PGR store, and provide all documents relating to same.

ANSWER TO INTERROGATORY NO. 17: The word "Twister's" was added to the original store to avoid confusion with the store run by Patriot Guard Riders, Inc.

INTERROGATORY NO. 18: Explain what statements or other indicia appeared on either the original PGR store or the subsequent PGR store that would indicate to visitors of either the original PGR store or the subsequent PGR store, that Opposer was operating the stores as an individual, and not as a part of either the PGR organization or the PGR corporation.

ANSWER TO INTERROGATORY NO. 18: There were several posts on the PGR forums stating that the store was a privately owned, for-profit business. Upon information and belief these posts have been deleted from the PGR website. Upon information and belief the website also contained language indicating ownership.

INTERROGATORY NO. 19: Explain what statements or other indicia appeared on either the original PGR store or the subsequent PGR store that would indicate to visitors of either the original PGR store or the subsequent PGR store, that Opposer, as an individual, rather than either the PGR organization or the PGR corporation, was the owner of one or more of the Marks.

ANSWER TO INTERROGATORY NO. 19: Upon information and belief, the website did indicate ownership, however Petitioner does not recall the exact language used.

INTERROGATORY NO. 20: Explain what statements or other indicia appeared on invoices received by customers of either the original PGR store or the subsequent PGR store that would indicate to the customers that Opposer was operating the stores as an individual, and not as a part of either the PGR organization or the PGR corporation.

ANSWER TO INTERROGATORY NO. 20: The invoices indicated that payments should be made payable to "Bonnie Brown."

INTERROGATORY NO. 21: Explain what statements or other indicia appeared on invoices received by customers of either the original PGR store or the subsequent PGR store that would indicate to the customers that Opposer, as an individual, rather than either the PGR organization or the PGR corporation, was the owner of one or more of the Marks.

ANSWER TO INTERROGATORY NO. 21: The invoices indicated that payments should be made payable to "Bonnie Brown."

INTERROGATORY NO. 22: State what type of entity Opposer believes the PGR organization to have been and what Opposer's role was in that entity, and provide all documentation to support same.

ANSWER TO INTERROGATORY NO. 22: The group originated as a network of individuals interested in acting as guards for veteran's funerals. Until the date of incorporation, the organization was an unincorporated entity. The organization was subsequently incorporated as a not-for-profit corporation. Petitioner's role has changed over the years from founder, to executive director to member.

INTERROGATORY NO. 23: Describe all circumstances and relevant information, including, but not limited to, people, dates and places, leading up to the forming of the Patriot Guard Riders corporation, and provide all documents relating to same.

ANSWER TO INTERROGATORY NO. 23: To the extent this interrogatory seeks information protected by the attorney/client privilege or the attorney work product doctrine, Petitioner objects. Without waiving this objection, incorporation of the entity progressed naturally from the rapid growth of the organization and from the desire of many individuals to make donations to the organization.

INTERROGATORY NO. 24: Provide a complete and thorough explanation as to why any use by Opposer of one or more of the Marks was not done of behalf of, or would not inure to the benefit of, Applicant.

ANSWER TO INTERROGATORY NO. 24: Petitioner objects to the extent this interrogatory seeks a legal conclusion. Without waiving this objection, Petitioner states that he created and used the marks prior to the incorporation or formalization of Patriot Guard Riders Inc. to identify himself as a source for the products he offered and the association services he created as an individual.

DOERNER, SAUNDERS, DANIEL
& ANDERSON, L.L.P.

By: _____

Tom Q. Ferguson, OBA No. 12288
Rachel Blue, OBA No. 16789
320 South Boston Avenue, Suite 500
Tulsa, Oklahoma 74103-3725
Telephone (918) 582-1211
Facsimile (918) 591-5360
tferguson@dsda.com
rblue@dsda.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 6th day of June, 2008, a true and correct copy of the above and foregoing Petitioners Answer to Applicant's First Set of Interrogatories was was sent via electronic delivery to DMarr@trexlaw.com and mailed, with proper postage thereon, to:

David J. Marr
James R. Foley
James A. O'Malley
TREXLER, BUSHNELL, GIANGIORGI,
BLACKSTONE & MARR, LTD.
105 West Adams Street, 36th Floor
Chicago, IL 60603

Rachel Blue

1021842.1

VERIFICATION

State of Oklahoma)
) ss:
County of Tulsa)

Jeff Brown

The above-named person being duly sworn on oath states that he has read the foregoing Answers to Interrogatories and provided the answers given therein.

6th The foregoing Answers to Interrogatories were subscribed and sworn to before me this day of June, 2008.

(seal)
My commission expires:

NOTARY PUBLIC

Notary Public Oklahoma
OFFICIAL SEAL
Erin M. Dust-Wood
Tulsa County
01002492 Exp. 3-15-09

1021895.1

EXHIBIT 5

PTO Form 1478 (Rev 9/2006)
OMB No. 0651-0009 (Exp 09/30/2008)

Trademark/Service Mark Application, Principal Register

TEAS Plus Application

Serial Number: 77041061
Filing Date: 11/09/2006

NOTE: Data fields with the * are mandatory under TEAS Plus. The wording "(if applicable)" appears where the field is only mandatory under the facts of the particular application.

The table below presents the data as entered.

Input Field	Entered
TEAS Plus	**YES**
MARK INFORMATION	
*MARK	PATRIOT GUARD RIDER
*STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	PATRIOT GUARD RIDER
*MARK STATEMENT	The mark consists of standard characters, without claim to any particular font, style, size, or color.
APPLICANT INFORMATION	
*OWNER OF MARK	Brown, Jeff
*STREET	8321 S. 8th St.
*CITY	Broken Arrow
*STATE (Required for U.S. applicants)	Oklahoma
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants only)	74801
PHONE	918-449-1652
EMAIL ADDRESS	jeffbrown@valornet.com

AUTHORIZED TO COMMUNICATE VIA EMAIL	No
LEGAL ENTITY INFORMATION	
*TYPE	INDIVIDUAL
*COUNTRY OF CITIZENSHIP	United States
GOODS AND/OR SERVICES AND BASIS INFORMATION	
*INTERNATIONAL CLASS	006
*FIRST USE ANYWHERE DATE	At least as early as 10/27/2005
*FIRST USE IN COMMERCE DATE	At least as early as 11/09/2005
*DESCRIPTION	Metal license plates
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 10/27/2005
*FIRST USE IN COMMERCE DATE	At least as early as 11/09/2005
SPECIMEN FILE NAME(S)	\\TICRS\EXPORT2\IMAGEOUT2\770\410\77041061\xml1\FT K0003.JPG
SPECIMEN DESCRIPTION	Mark displayed by supporter at funeral of deceased member of the military
GOODS AND/OR SERVICES AND BASIS INFORMATION	
*INTERNATIONAL CLASS	014
*FIRST USE ANYWHERE DATE	At least as early as 10/27/2005
*FIRST USE IN COMMERCE DATE	At least as early as 11/09/2005
*DESCRIPTION	Ornamental pins
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 10/27/2005
*FIRST USE IN COMMERCE DATE	At least as early as 11/09/2005
SPECIMEN FILE NAME(S)	\\TICRS\EXPORT2\IMAGEOUT2\770\410\77041061\xml1\FT K0004.JPG
SPECIMEN DESCRIPTION	lapel pin
GOODS AND/OR SERVICES AND BASIS INFORMATION	
*INTERNATIONAL CLASS	024
*FIRST USE ANYWHERE DATE	At least as early as 10/27/2005

*FIRST USE IN COMMERCE DATE	At least as early as 11/09/2005
*DESCRIPTION	Cloth banners
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 10/27/2005
*FIRST USE IN COMMERCE DATE	At least as early as 11/09/2005
SPECIMEN FILE NAME(S)	\\TICRS\EXPORT2\IMAGEOUT2 \770\410\77041061\xml1\FT K0005.JPG
*SPECIMEN DESCRIPTION	motorcycle banner
*DESCRIPTION	Fabric flags
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 10/27/2005
*FIRST USE IN COMMERCE DATE	At least as early as 11/09/2005
SPECIMEN FILE NAME(S)	\\TICRS\EXPORT2\IMAGEOUT2 \770\410\77041061\xml1\FT K0006.JPG
SPECIMEN DESCRIPTION	vehicle mounted flag
GOODS AND/OR SERVICES AND BASIS INFORMATION	
*INTERNATIONAL CLASS	025
*FIRST USE ANYWHERE DATE	At least as early as 10/27/2005
*FIRST USE IN COMMERCE DATE	At least as early as 11/09/2005
*DESCRIPTION	Hats
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 10/27/2005
*FIRST USE IN COMMERCE DATE	At least as early as 11/09/2005
SPECIMEN FILE NAME(S)	\\TICRS\EXPORT2\IMAGEOUT2 \770\410\77041061\xml1\FT K0007.JPG
*SPECIMEN DESCRIPTION	baseball-type cap
*DESCRIPTION	Short-sleeved or long-sleeved t-shirts
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 10/27/2005
*FIRST USE IN COMMERCE DATE	At least as early as 11/09/2005

SPECIMEN FILE NAME(S)	\\TICRS\EXPORT2\IMAGEOUT2\770\410\77041061\xml1\FT K0008.JPG
SPECIMEN DESCRIPTION	T-shirt
GOODS AND/OR SERVICES AND BASIS INFORMATION	
*INTERNATIONAL CLASS	026
*FIRST USE ANYWHERE DATE	At least as early as 10/27/2005
*FIRST USE IN COMMERCE DATE	At least as early as 11/09/2005
*DESCRIPTION	Embroidered patches for clothing
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 10/27/2005
*FIRST USE IN COMMERCE DATE	At least as early as 11/09/2005
SPECIMEN FILE NAME(S)	\\TICRS\EXPORT2\IMAGEOUT2\770\410\77041061\xml1\FT K0009.JPG
SPECIMEN DESCRIPTION	Embroidered patch
GOODS AND/OR SERVICES AND BASIS INFORMATION	
*INTERNATIONAL CLASS	035
*FIRST USE ANYWHERE DATE	At least as early as 10/27/2005
*FIRST USE IN COMMERCE DATE	At least as early as 11/09/2005
*DESCRIPTION	Association services, namely, promoting the interests of **families of deceased military members and families of deceased veterans**
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 10/27/2005
*FIRST USE IN COMMERCE DATE	At least as early as 11/09/2005
SPECIMEN FILE NAME(S)	\\TICRS\EXPORT2\IMAGEOUT2\770\410\77041061\xml1\FT K0010.JPG
SPECIMEN DESCRIPTION	Mark displayed by supporter at funeral of deceased member of the military
ADDITIONAL STATEMENTS INFORMATION	
*TRANSLATION (if applicable)	

*TRANSLITERATION (if applicable)	
*CLAIMED PRIOR REGISTRATION (if applicable)	
*CONSENT (NAME/LIKENESS) (if applicable)	
*CONCURRENT USE CLAIM (if applicable)	
*DISCLAIMER	No claim is made to the exclusive right to use RIDER apart from the mark as shown.
ATTORNEY INFORMATION	
NAME	John Jacobs
ATTORNEY DOCKET NUMBER	PGR
STREET	406 Beaumont Circle
CITY	West Chester
STATE	Pennsylvania
COUNTRY	United States
ZIP/POSTAL CODE	19380
PHONE	610.918.1595
EMAIL ADDRESS	mnjjacobs@gmail.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
CORRESPONDENCE INFORMATION	
*NAME	John Jacobs
*STREET	406 Beaumont Circle
*CITY	West Chester
*STATE (Required for U.S. applicants)	Pennsylvania
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants only)	19380
PHONE	610.918.1595
*EMAIL ADDRESS	mnjjacobs@gmail.com

*AUTHORIZED TO COMMUNICATE VIA E-MAIL	Yes
FEE INFORMATION	
NUMBER OF CLASSES	6
FEE PER CLASS	275
TOTAL FEE DUE	1650
SIGNATURE INFORMATION	
* SIGNATURE	/JABrown/
* SIGNATORY'S NAME	Jeff Brown
SIGNATORY'S POSITION	Executive Director
* DATE SIGNED	11/09/2006
FILING INFORMATION SECTION	
SUBMIT DATE	Thu Nov 09 22:44:06 EST 2006
TEAS STAMP	USPTO/FTK-69.30.154.108-20061109224406476609-77041061-35091b65d3e3b66167b9e649d542a568c6c-CC-1010-20061109222524468247

PTO Form 1478 (Rev 9/2006)
OMB No. 0651-0009 (Exp 09/30/2008)

Trademark/Service Mark Application, Principal Register

TEAS Plus Application

Serial Number: 77041061
Filing Date: 11/09/2006

To the Commissioner for Trademarks:
MARK: PATRIOT GUARD RIDER (Standard Characters, see mark)
The literal element of the mark consists of PATRIOT GUARD RIDER. The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, Jeff Brown, a citizen of United States, having an address of 8321 S. 8th St., Broken Arrow, Oklahoma, United States, 74801, requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended.

For specific filing basis information for each item, you must view the display within the Input Table.
International Class 006: Metal license plates

For specific filing basis information for each item, you must view the display within the Input Table.
International Class 014: Ornamental pins

For specific filing basis information for each item, you must view the display within the Input Table.
International Class 024: Cloth banners; Fabric flags

For specific filing basis information for each item, you must view the display within the Input Table.
International Class 025: Hats; Short-sleeved or long-sleeved t-shirts

For specific filing basis information for each item, you must view the display within the Input Table.
International Class 026: Embroidered patches for clothing

For specific filing basis information for each item, you must view the display within the Input Table.
International Class 035: Association services, namely, promoting the interests of families of deceased military members and families of deceased veterans

If the applicant is filing under Section 1(b), intent to use, the applicant declares that it has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(b), as amended.

If the applicant is filing under Section 1(a), actual use in commerce, the applicant declares that it is using the mark in commerce, or the applicant's related company or licensee is using the mark in commerce, on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended.

If the applicant is filing under Section 44(d), priority based on foreign application, the applicant declares that it has a bona fide intention to use the mark in commerce on or in connection with the identified goods and/or services, and asserts a claim of priority based on a specified foreign application(s). 15 U.S.C. Section 1126(d), as amended.

If the applicant is filing under Section 44(e), foreign registration, the applicant declares that it has a bona fide intention to use the mark in commerce on or in connection with the identified goods and/or services, and submits a copy of the supporting foreign registration(s), and translation thereof, if appropriate. 15 U. S.C. Section 1126(e), as amended.

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

The applicant hereby appoints John Jacobs, 406 Beaumont Circle, West Chester, Pennsylvania, United States, 19380 to submit this application on behalf of the applicant. The attorney docket/reference number is PGR.

Correspondence Information: John Jacobs
406 Beaumont Circle
West Chester, Pennsylvania 19380
610.918.1595(phone)
mnjjacobs@gmail.com (authorized)

A fee payment in the amount of $1650 will be submitted with the application, representing payment for 6 class(es).

Declaration

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

Signature: /JABrown/ Date: 11/09/2006
Signatory's Name: Jeff Brown
Signatory's Position: Executive Director

RAM Sale Number: 1010
RAM Accounting Date: 11/13/2006

Serial Number: 77041061
Internet Transmission Date: Thu Nov 09 22:44:06 EST 2006
TEAS Stamp: USPTO/FTK-69.30.154.108-20061109224406 47
6609-77041061-35091b65d3e3b66167b9e649d5
42a568c6c-CC-1010-20061109222524468247

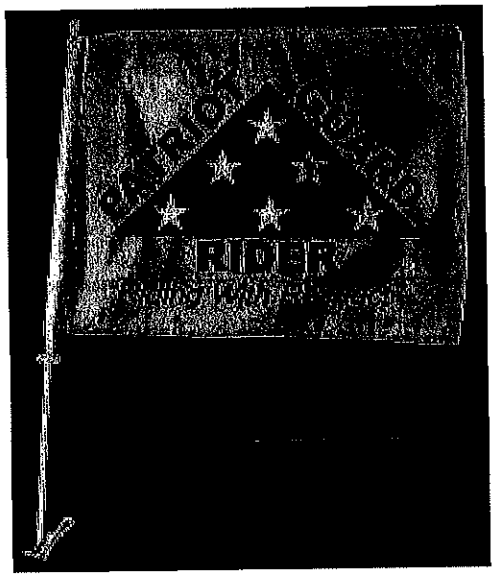
PATRIOT GUARD RIDER

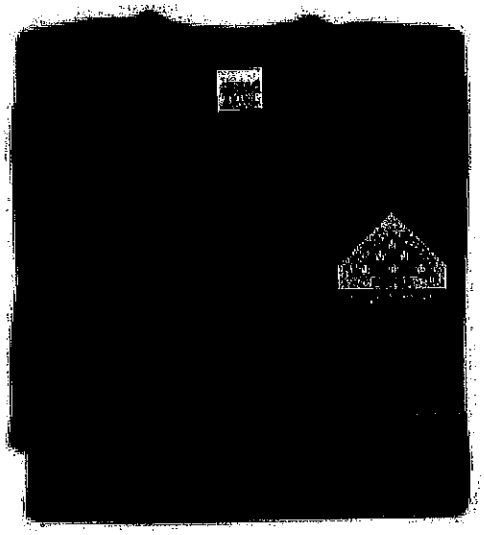
PATRIOT
GUARD
RIDERS

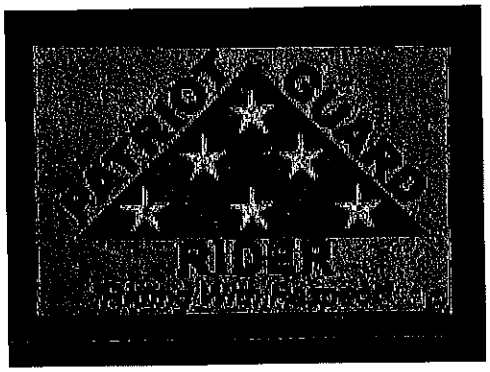
PATRIOT GUARD

RIDER

"Riding With Respect"


RIDER





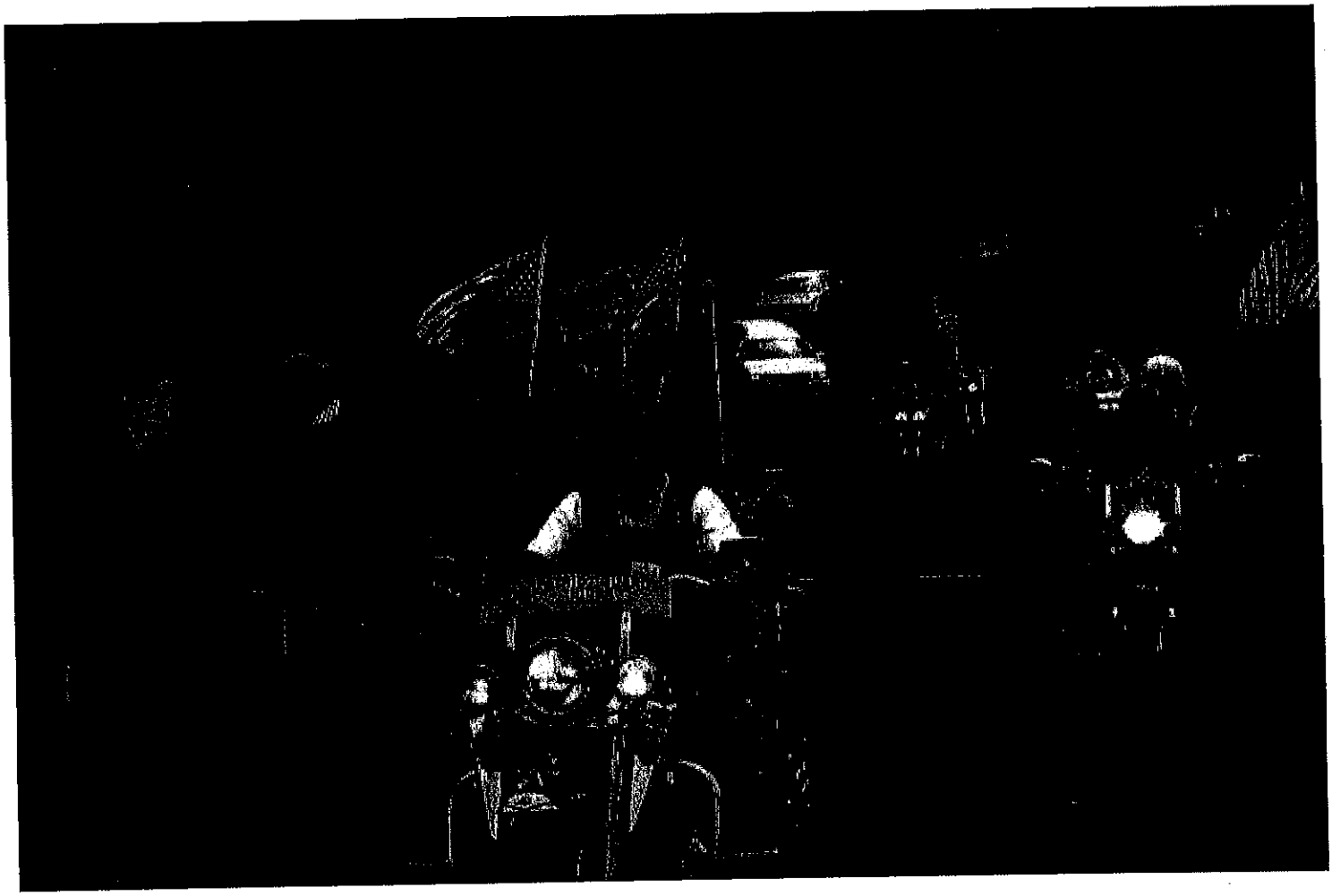


EXHIBIT 6

PTO Form 1966 (Rev 5/2006)
OMB No. 0651-0050 (Exp. 04/2009)

Preliminary Amendment

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	77041061
MARK SECTION (no change)	
GOODS AND/OR SERVICES SECTION (1st class)(current)	
INTERNATIONAL CLASS	006
DESCRIPTION	Metal license plates
FILING BASIS	Section 1(a)
FIRST USE ANYWHERE DATE	At least as early as 10/27/2005
FIRST USE IN COMMERCE DATE	At least as early as 11/09/2005
GOODS AND/OR SERVICES SECTION (1st class)(proposed)	
INTERNATIONAL CLASS	006
DESCRIPTION	Metal license plates
FILING BASIS	Section 1(a)
FIRST USE ANYWHERE DATE	At least as early as 12/09/2005
FIRST USE IN COMMERCE DATE	At least as early as 12/09/2005
GOODS AND/OR SERVICES SECTION (2nd class)(current)	
INTERNATIONAL CLASS	014
DESCRIPTION	Ornamental pins
FILING BASIS	Section 1(a)
FIRST USE ANYWHERE DATE	At least as early as 10/27/2005
FIRST USE IN COMMERCE DATE	At least as early as 11/09/2005
GOODS AND/OR SERVICES SECTION (2nd class)(proposed)	
INTERNATIONAL CLASS	014
DESCRIPTION	Ornamental pins

FILING BASIS	Section 1(a)
FIRST USE ANYWHERE DATE	At least as early as 12/14/2005
FIRST USE IN COMMERCE DATE	At least as early as 12/14/2005
GOODS AND/OR SERVICES SECTION (3rd class)(current)	
INTERNATIONAL CLASS	024
DESCRIPTION	Cloth banners; Fabric flags
FILING BASIS	Section 1(a)
FIRST USE ANYWHERE DATE	At least as early as 10/27/2005
FIRST USE IN COMMERCE DATE	At least as early as 11/09/2005
GOODS AND/OR SERVICES SECTION (3rd class)(proposed)	
INTERNATIONAL CLASS	024
DESCRIPTION	Cloth banners; Fabric flags
FILING BASIS	Section 1(a)
FIRST USE ANYWHERE DATE	At least as early as 11/29/2005
FIRST USE IN COMMERCE DATE	At least as early as 11/29/2005
GOODS AND/OR SERVICES SECTION (4th class)(current)	
INTERNATIONAL CLASS	025
DESCRIPTION	Hats; Short-sleeved or long-sleeved t-shirts
FILING BASIS	Section 1(a)
FIRST USE ANYWHERE DATE	At least as early as 10/27/2005
FIRST USE IN COMMERCE DATE	At least as early as 11/09/2005
GOODS AND/OR SERVICES SECTION (4th class)(proposed)	
INTERNATIONAL CLASS	025
DESCRIPTION	Hats; Short-sleeved or long-sleeved t-shirts
FILING BASIS	Section 1(a)
FIRST USE ANYWHERE DATE	At least as early as 12/08/2005
FIRST USE IN COMMERCE DATE	At least as early as 12/08/2005
GOODS AND/OR SERVICES SECTION (5th class)(current)	
INTERNATIONAL CLASS	026

DESCRIPTION	Embroidered patches for clothing
FILING BASIS	Section 1(a)
FIRST USE ANYWHERE DATE	At least as early as 10/27/2005
FIRST USE IN COMMERCE DATE	At least as early as 11/09/2005
GOODS AND/OR SERVICES SECTION (5th class) (proposed)	
INTERNATIONAL CLASS	026
DESCRIPTION	Embroidered patches for clothing
FILING BASIS	Section 1(a)
FIRST USE ANYWHERE DATE	At least as early as 12/23/2005
FIRST USE IN COMMERCE DATE	At least as early as 12/23/2005
GOODS AND/OR SERVICES SECTION (6th class)(no change)	
SIGNATURE SECTION	
SIGNATURE	/JMJ/
SIGNATORY NAME	John Jacobs
SIGNATORY POSITION	Attorney of record
DATE SIGNED	02/08/2007
SIGNATURE	/JMJ/
SIGNATORY NAME	John Jacobs
SIGNATORY POSITION	Attorney of record
DATE SIGNED	02/08/2007
FILING INFORMATION SECTION	
SUBMIT DATE	Thu Feb 08 22:13:10 EST 2007
TEAS STAMP	USPTO/PA-71225109139-2007 0208221310659047-77041061 -200872d7e57f6d148f19fda1 213a6d3c358-N-N-200702082 21237799210

Preliminary Amendment

To the Commissioner for Trademarks:

Application serial no. **77041061** is amended as follows:

[redacted]

Applicant hereby amends the following class of goods/services in the application as follows:

Current: Class 006 for Metal license plates

Original Filing Basis: 1(a).

Proposed: Class 006 for Metal license plates

Section 1(a), Use in Commerce: Use in Commerce: The applicant is using the mark in commerce, or the applicant's related company or licensee is using the mark in commerce, on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended. The mark was first used at least as early as 12/09/2005 and first used in commerce at least as early as 12/09/2005, and is now in use in such commerce.

Applicant hereby amends the following class of goods/services in the application as follows:

Current: Class 014 for Ornamental pins

Original Filing Basis: 1(a).

Proposed: Class 014 for Ornamental pins

Section 1(a), Use in Commerce: Use in Commerce: The applicant is using the mark in commerce, or the applicant's related company or licensee is using the mark in commerce, on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended. The mark was first used at least as early as 12/14/2005 and first used in commerce at least as early as 12/14/2005, and is now in use in such commerce.

Applicant hereby amends the following class of goods/services in the application as follows:

Current: Class 024 for Cloth banners; Fabric flags

Original Filing Basis: 1(a).

Proposed: Class 024 for Cloth banners; Fabric flags

Section 1(a), Use in Commerce: Use in Commerce: The applicant is using the mark in commerce, or the applicant's related company or licensee is using the mark in commerce, on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended. The mark was first used at least as early as 11/29/2005 and first used in commerce at least as early as 11/29/2005, and is now in use in such commerce.

Applicant hereby amends the following class of goods/services in the application as follows:

Current: Class 025 for Hats; Short-sleeved or long-sleeved t-shirts

Original Filing Basis: 1(a).

Proposed: Class 025 for Hats; Short-sleeved or long-sleeved t-shirts

Section 1(a), Use in Commerce: Use in Commerce: The applicant is using the mark in commerce, or the applicant's related company or licensee is using the mark in commerce, on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended. The mark was first used at least as early as 12/08/2005 and first used in commerce at least as early as 12/08/2005, and is now in use in such commerce.

Applicant hereby amends the following class of goods/services in the application as follows:

Current: Class 026 for Embroidered patches for clothing

Original Filing Basis: 1(a).

Proposed: Class 026 for Embroidered patches for clothing

Section 1(a), Use in Commerce: Use in Commerce: The applicant is using the mark in commerce, or the applicant's related company or licensee is using the mark in commerce, on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended. The mark was first used at least as early as 12/23/2005 and first used in commerce at least as early as 12/23/2005, and is now in use in such commerce.

Declaration Signature

If the applicant is seeking registration under Section 1(b) and/or Section 44 of the Trademark Act, the applicant had a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services as of the filing date of the application. 37 C.F.R. Secs. 2.34(a)(2)(i); 2.34 (a)(3)(i); and 2.34(a)(4)(ii). If the applicant is seeking registration under Section 1(a) of the Trademark Act, the mark was in use in commerce on or in connection with the goods or services listed in the application as of the application filing date. 37 C.F.R. Secs. 2.34(a)(1)(i). The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. §1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; that if the original application was submitted unsigned, that all statements in the original application and this submission made of the declaration signer's knowledge are true; and all statements in the original application and this submission made on information and belief are believed to be true.

Signature: /JMJ/ Date: 02/08/2007

Signatory's Name: John Jacobs

Signatory's Position: Attorney of record

Preliminary Amendment Signature

Signature: /JMJ/ Date Signed: 02/08/2007
Signatory's Name: John Jacobs
Signatory's Position: Attorney of record

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EXHIBIT 7

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

EXHIBIT 8

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

JEFF BROWN,

Opposer,

vs.

Opposition
No. 91181448

PATRIOT GUARD RIDERS, INC.,

Applicant.

The deposition of JASON DUANE WALLIN, taken in the above-entitled cause, before SUZANNE THALJI, Certified Shorthand Reporter of the State of Illinois, on August 1, 2011, at 150 North Michigan Avenue, Suite 2700, Chicago, Illinois, pursuant to notice, commencing at 1:58 p.m.

REPORTED BY: SUZANNE THALJI, CSR, RMR, CRR
LICENSE NO.: 084-002337
JOB NO.: 168210B

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2

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Representing the Deponent.
17

ALSO PRESENT:
18

MR. WILLIAM HAROLD RICHART II
19

20

21

22

23

24

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1 I N D E X

2 WITNESS

3 JASON DUANE WALLIN

4 EXAMINED BY PAGE

5 MR. O'MALLEY 5

6 MS. PERRY 66

7 APPLICANT'S EXHIBITS

8 NUMBER DESCRIPTION PAGE

9 Exhibit 10 Emails dated 11/9/05, BROWN008012-13 9

10

Exhibit 11 Emails dated 11/9/05, BROWN008010 14

11

12 Exhibit 12 11/10/05 email from Wallin to Brown, BROWN 010356 17

13

Exhibit 13 Emails dated 11/10/05, BROWN008009 23

14

15 Exhibit 14 Trademark/Service Mark Application, Principal Register, Serial No. 77040379 25

16

17 Exhibit 15 Emails dated 11/10/05, BROWN 010371 27

18

Exhibit 16 11/11/05 email from Brown to Yunker, et al., PGR 006896-97 30

19

20 Exhibit 17 Cycle Connections printout, PGR 006920-27 39

21

Exhibit 18 11/10/05 email from Olsen to Brown, BROWN 010354 45

22

23 Exhibit 19 Emails dated 11/11/05, PGR 002226-27 46

24

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1 APPLICANT'S EXHIBITS

NUMBER	DESCRIPTION	PAGE
Exhibit 20	Emails dated 11/11/05, BROWN008007-08	49
Exhibit 21	11/12/06 email from Brown to Yunker, et al., PGR 002228	52
Exhibit 22	Emails dated 11/12/05 and 11/13/05, BROWN 010378-80	54
Exhibit 23	11/15/05 email from Brown to Calloway, et al., PGR 002231	56

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1 JASON DUANE WALLIN,
2 having been first duly sworn, was examined and
3 testified as follows:
4 DIRECT EXAMINATION
5 BY MR. O'MALLEY:
6 Q. Jason, I am Jim O'Malley. To my left
7 is Dave Marr. We represent Patriot Guard
8 Riders, Inc. in connection with this trademark
9 opposition that has been filed by Jeff Brown.
10 Have you ever had your deposition taken
11 before?
12 A. No.
13 Q. No, okay. So do you know how a
14 deposition works?
15 A. Understanding of this would be
16 basically that you would ask questions, I'm
17 under oath, and it's recorded. Is that a fair
18 statement?
19 Q. Sure. I will kind of give you a brief
20 reminder here. What is going to happen is I am
21 going to ask you a bunch of questions relating
22 to this trademark opposition and matters
23 pertaining thereto, and you will have to answer
24 them under oath. The other lawyer here, Jenna

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1 Perry, represents Jeff Brown, and she will also
2 be allowed to ask you questions too at the end
3 of our back and forth if she so chooses. The
4 court reporter is taking everything down, will
5 prepare a written record of everything that's
6 said, which is referred to as a transcript. If
7 you want to, you can review the transcript to
8 check if it's accurate, make any corrections
9 before signing it. Do you understand all of
10 that?
11 A. Um-hum.
12 MS. PERRY: Yes?
13 MR. O'MALLEY: I'm sorry.
14 A. Yes, yes.
15 Q. I haven't gotten to that point yet. It
16 is very important that you understand the
17 questions and give accurate answers. If there's
18 anything that you don't understand or anything
19 that you don't know or aren't sure of, let us
20 know, okay?
21 A. Okay.
22 Q. Getting to that now, please be sure to
23 verbalize your answers to make it easier for the
24 court reporter. So don't nod or shrug --

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1 A. Okay.
2 Q. -- or anything like that.
3 Are you feeling good this afternoon?
4 A. Yes.
5 Q. Are you under any kind of medications
6 that would impact your ability to get through
7 this deposition?
8 A. No.
9 Q. No? Okay. Let's get started here.
10 First exhibit I am going to introduce is
11 Applicant's Exhibit number -- actually, I
12 apologize. Let me back up a little. Can you
13 state your full name for the record?
14 A. Jason Duane, D-u-a-n-e, Wallin,
15 W-a-l-l-i-n.
16 Q. Okay. And what is your address?
17 A. 848 17th Street, Moline.
18 Q. Moline?
19 A. 61265.
20 Q. Okay. And where do you work?
21 A. I work for a Fortune 500 company in IT,
22 John Deere specifically.
23 Q. Okay. And what is your educational
24 background?

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1 A. I have an associate's degree and some
2 post-associate's degree work but just a little
3 bit.
4 Q. Okay. And were you in the military?
5 A. Yes, I was.
6 Q. Can you provide me with some of your
7 information about your military career?
8 A. During my time in the military, it was
9 from -- I'm going to have to think about this
10 here for a second. Regular Army is where I was
11 in there. Left for basic training it would have
12 been February of -- I want to say '95, something
13 like that.
14 Q. Okay.
15 A. And then -- it might have -- actually,
16 '96, I'm sorry, and then carried through till
17 '98, and after getting out of the military
18 there, I was E3, private first class.
19 Q. Okay. I apologize. I don't know
20 the --
21 A. Specializing in information technology
22 and communications for the military there.
23 Q. Okay. And then so when did you end
24 your military career?

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1 A. '98.
2 MR. O'MALLEY: '98, okay. Let's introduce
3 this exhibit. This is going to be Applicant's
4 Exhibit No. 10. Just so you know, we've had
5 prior exhibits already.
6 (Applicant's Exhibit 10 was
7 marked for identification.)
8 BY MR. O'MALLEY:
9 Q. This is Applicant's Exhibit No. 10,
10 which was produced by Jeff Brown, Bates number
11 BROWN008012 to BROWN008013. In the middle of
12 this page is an email from Jeff Brown,
13 jeffbrown@valornet.com, to somebody by the name
14 of Husky and to somebody named Wallin, Jason D.
15 That's you?
16 A. That's me, yes.
17 Q. And this was sent on Wednesday,
18 November 9, 2005, "Subject: PGR." Do you
19 recall this email?
20 A. It was very typical to one of the ones
21 that we had there. This precise one I didn't
22 recall, but in the early days it was just a
23 matter of sending out emails when we knew that
24 somebody was going to be protesting and who was

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1 closest to it, and if anybody was in the area,
2 if we can do anything.
3 Q. Okay. Prior to this date had you ever
4 been in contact with Jeff Brown?
5 A. No.
6 Q. So this was your introduction to him
7 basically, him sending you an email?
8 A. Correct, yeah. I think if we look --
9 I'm trying to figure out the chronology here.
10 It looks like, yeah, this probably would have
11 been the first one, yes.
12 Q. And so in here he says "Hey Guys,"
13 referring to you and to somebody named Husky,
14 saying, "Preacher just sent me your email
15 address to put you on the PGR notification list.
16 Either of you near Beatrice, Nebraska? Let me
17 know and I'll send you details." Then he says
18 "Welcome aboard...a couple of things. If you
19 know other riders that want to get involved,
20 regardless of any organization, let me know and
21 I'll put them on the list. Send me any
22 information you want distributed. Thanks, Jeff
23 Brown 'Twister.'"
24 And now you sent what appears to be a

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1 response to him there, right?
2 A. Right.
3 Q. Can you read off what you responded?
4 A. "I live just outside of Greeley and
5 will be there on Friday with 7 confirmed biker
6 patriots we will be trying to meet up about
7 11:20 and roll in mass. I am currently working
8 with the hog chapters in the area and some of
9 the motorcycle social clubs. His funeral is
10 listed the whole schedule but not on the main
11 page.
12 "As I know more tomorrow, I will update
13 you."
14 Q. And then your signature?
15 A. Right.
16 Q. Tell me more about this funeral that
17 you were going to.
18 A. That would have been -- at that time
19 frame would have been Tyler MacKenzie which was
20 just several miles from my house there, and we
21 got together with some of the other people I
22 knew, bikers that I had worked with and then
23 some of the other organizations just to try to
24 get a response put together there.

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1 Q. Sure, okay. Now, did Jeff Brown tell
2 you about this funeral that was going on, or was
3 this something that you were aware of on your
4 own?
5 A. I believe that it was something that we
6 found out through local media, that it was there
7 in addition to it being on the Westboro site.
8 Q. Okay. Sounds good. Okay. In
9 connection with this -- let me back up here. At
10 the bottom of this space here, there's kind of
11 like some what look like equal signs, and it
12 says "Here's what's listed" -- this is as a part
13 of the email from Jeff Brown to you and to
14 Husky. It says, "Here's what's listed, in case
15 you've not checked their site recently. If you
16 know riders in these areas, regardless of any
17 group affiliation, pass it along and encourage
18 them to join in a Patriot Guard Ride to to,"
19 double tos, "honor our fallen heroes and support
20 their families. If anyone has contact
21 information for rides in these areas, please
22 pass it along to me and I will see it gets out.
23 Thanks, Jeff Brown 'Twister,' Broken Arrow, OK."
24 Did you know what he was referring to

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1 when he said "Patriot Guard Ride" at the time?
2 A. Basically the assumption was made and
3 this would have been -- you know, after seeing
4 it on the Internet with the folks directly in
5 Kansas there, the American Legion riders that
6 would go because initially the Westboro Baptist
7 folks would stay in pretty close proximity to
8 where they were at from Topeka there. I
9 think -- and I can't say this for sure, but my
10 belief is that, you know, as they became more
11 effective at blocking them out, that they kind
12 of had expanded the horizon to which they were
13 willing to travel to go to protest at some of
14 these funerals.
15 Q. Okay. So this group from Kansas, what
16 did you refer to them as?
17 A. The Patriot Guard was their initial
18 name that they had used there, but they were the
19 American Legion riders from Topeka, and I
20 believe there were some other folks from the
21 Salina area as well.
22 Q. Now, had you heard that name Patriot
23 Guard before you came to know Jeff Brown --
24 A. Yes.

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1 Q. -- or after?
2 A. Before.
3 (Applicant's Exhibit 11 was
4 marked for identification.)
5 BY MR. O'MALLEY:
6 Q. Before, okay. Thank you. This exhibit
7 is Applicant's Exhibit No. 11, which was
8 produced by Jeff Brown and is identified as
9 BROWN008010. This email, the bottom part of
10 it -- feel free to check if you like, but I will
11 put forward that it's identical to the bottom
12 part of the email that was in Exhibit 10, but
13 there is a new response from you that you have
14 replied to that email again. Can you tell me
15 what your second response is here?
16 A. Basically that the domain name was
17 available. We had bought it, and I was offering
18 to host it for Jeff or host it for the
19 organization, which focal point was shifting to
20 Jeff at that time.
21 Q. Okay. And what was the domain name?
22 A. Patriotguard.org.
23 Q. Okay. Why did you -- let me first back
24 that up. Did Jeff ask you to purchase this

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1 domain name?
2 A. No.
3 Q. Did you tell him you were going to do
4 that prior to doing it?
5 A. I think we just did it because we
6 needed a better way than just email to
7 communicate.
8 Q. Okay. Is there a reason -- sorry,
9 strike that.
10 Why was the domain patriotguard.org the
11 domain that was purchased?
12 A. The org part was for the organization
13 and Patriot Guard being the shortest name
14 available. That was it so --
15 Q. Okay. Sounds good. And so you offered
16 to host this domain name. What do you mean by
17 you can host it?
18 A. Put up a website and use that to convey
19 some information out there about where we were
20 needed.
21 Q. Okay. So you were proficient in --
22 A. Yes.
23 Q. -- building websites, creating websites
24 so others could view and use it?

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1 A. Yes.
2 Q. Okay. And so the date on this, when
3 did you send your email?
4 A. Looks like also November 9, which would
5 be the same as the other exhibit.
6 Q. Okay. Thank you. Actually, can we
7 back up? I'm sorry. I forgot to mention one
8 thing here. In your statement it says "Btw,"
9 which I assume means by the way --
10 A. Correct.
11 Q. -- "you now own patriotguard.org domain
12 name."
13 A. Right.
14 Q. What did you mean when you said you now
15 own this?
16 A. It was basically as the national
17 coordinator, we provided that name there. It
18 wasn't that I was buying it personally for Jeff.
19 Q. Okay. So you were buying it for the
20 organization?
21 MS. PERRY: Objection. That's leading.
22 Please rephrase.
23 BY MR. O'MALLEY:
24 Q. So who were you buying this for then?

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1 A. For the organization.
2 (Applicant's Exhibit 12 was
3 marked for identification.)
4 BY MR. O'MALLEY:
5 Q. Okay. Thank you. This is Applicant's
6 Exhibit No. 12, which was produced by Jeff Brown
7 and identified as BROWN010356. Do you recognize
8 this document?
9 A. Yes. It looks like an email that I had
10 sent there, basically the setup for Pfc Ryan
11 Tyler MacKenzie's funeral there in Greeley.
12 Q. And what was the date of this email?
13 A. It would have been 10th of November.
14 Q. And who were you sending this to?
15 A. It looks like just directly to Jeff
16 Brown.
17 Q. And so in there you say everyone. Does
18 that mean -- in the "To" line it shows Jeff
19 Brown. Was this --
20 A. At this point I believe communication
21 was being done via an email list that Jeff was
22 compiling and maintaining at this point and I
23 would -- you know, six years on here, I would
24 believe that I had sent this to him to

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1 redistribute to that list.
2 Q. Okay. In there you said, "I have
3 notified the Greeley PD," police department?
4 A. Correct.
5 Q. "That we will be there and they have
6 indicated that they have spaces designated for
7 both of us tomorrow."
8 Can you kind of go through what you did
9 in connection with your contacting of the
10 Greeley Police Department?
11 A. Well, let me back one step up from that
12 there. We had contacted the funeral home where
13 the visitation was for Tyler there and, you
14 know, reached out and said, hey, can you ask the
15 family -- we know that the Westboro folks have
16 said they are going to be there. Can we also --
17 you know, would it be okay if we were there and,
18 if so, we'll make the arrangements and take care
19 of that.
20 On the 11th -- or on the 10th, I should
21 say, we received a call back from the funeral
22 director saying that he had talked to the family
23 and that would be okay. So at that point then I
24 had contacted the police department to let them

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1 know that we would be there too and kind of
2 serve as a shield in between the Westboro
3 Baptist folks and the mourners that were coming
4 to the services there.
5 Q. Okay. Why did you contact the funeral
6 home first?
7 A. To get the family's okay because I mean
8 we didn't want to inject ourselves in one of the
9 worst days in their family's lives if they
10 didn't want us there.
11 Q. Okay. Now, did you have talks with
12 Jeff about contacting the funeral home or
13 contacting the police department before you did
14 this -- before you did that, I apologize, before
15 you contacted them?
16 MS. PERRY: Can you restate the question,
17 please?
18 MR. O'MALLEY: Sure.
19 Q. Did you have contact -- not contact.
20 Did you have any communications with Jeff Brown
21 about telling him that you were going to contact
22 the funeral home or the police department?
23 A. Yes, in the sense in -- you are going
24 to have to forgive me here with six years

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1 separation. My belief was that at this time if
2 it wasn't happening already, it was rapidly
3 evolving to the point that, you know, that was
4 how we would operate with, you know, trying to
5 get a hold of the families first to do that and
6 from that.
7 I can't give you the exact details of
8 that conversation or even for that matter if
9 that conversation took place, but I believe that
10 it well could have here. I can't say with
11 definitiveness that it did so --
12 Q. Okay. Under your signature, I guess I
13 would say your name, there is what I guess is
14 kind of commonly called a signature line?
15 A. Yes.
16 Q. And it says, "The Patriot Guard is made
17 up of all Patriotic Riders...including Clubs,
18 Associations and individuals... our Mission is
19 Honor the Soldier / support the Family and
20 Shield the Family from the idiots..."
21 Did you write that up or was -- did
22 that come from somewhere? Where is the
23 origination of that statement?
24 A. I can't honestly tell you where that

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1 came from. I mean I think in the traffic back
2 and forth between everybody that the group had
3 come up with, it probably came up with that, or
4 it was something that Jeff could have created or
5 something that we all kind of put a little piece
6 of that together. I can't honestly tell you.
7 Q. Okay. So at this time you used the
8 term everyone, and from what I understand you
9 stated that there was kind of a list out there
10 that Jeff was compiling?
11 A. Right.
12 Q. Who were the people that were on this
13 list; do you know?
14 A. Basically everybody who had heard kind
15 of what we were doing and they were wanting
16 somebody to get ahold of, that central contact
17 point was Jeff.
18 Q. And how would they have heard what you
19 were doing?
20 A. Through the different biker forums and
21 some of the news around the Internet there.
22 Q. Okay. And so would you consider --
23 sorry. I am trying to find the right wording
24 here. At this time there were other people that

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1 were on this list?
2 A. Correct.
3 Q. And you were all working together?
4 A. Yes.
5 MS. PERRY: Objection, that's leading.
6 BY MR. O'MALLEY:
7 Q. What were you all working to do?
8 A. Well, it was to set up that -- set up
9 the ability to no matter where they were at have
10 somebody that we could get in contact with. So
11 in essence it was working together to set up
12 that safety net around the country if we could.
13 Q. Okay. And so what was it that all of
14 these people would ultimately do? What was
15 their purpose?
16 A. The purpose would be to put rides
17 together just as we had done here in Greeley at
18 the other locations where the Westboro Baptist
19 folks were at the beginning.
20 Q. And who were you doing that for?
21 A. The families.
22 Q. The families?
23 A. Yes.
24

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1 (Applicant's Exhibit 13 was
2 marked for identification.)
3 BY MR. O'MALLEY:
4 Q. Okay. Thank you. This document is
5 Applicant's Exhibit No. 13, produced by Jeff
6 Brown and identified as BROWN008009. In the
7 middle part of this page, there is an email from
8 Jeff Brown dated Thursday, November 10, 2005,
9 and he is sending this email to a number of
10 people, one of whom is your name, Wallin, Jason
11 D., the third line down?
12 A. Correct.
13 Q. And the subject is "PGR Logo."
14 A. Yes.
15 Q. Can you read that email for me?
16 A. "Several people have asked about a
17 Patriot Guard Riders patches, decals, arm bands,
18 flags, etc. I like the idea and believe it will
19 enhance our presence at any service without
20 taking anything from the other organizations you
21 may belong to. I have designed a logo that I
22 think works very well for us. I am working with
23 a company to produce the stuff and will send out
24 more information as it becomes available. Also,

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1 Jason Wallin from Colorado has graciously
2 donated web hosting for us and I hope to have a
3 website up soon. The domain name reserved is:
4 patriotguard.org. I've attached the logo."
5 Q. Okay. Here he refers to Patriot Guard
6 Riders patches, decals, arm bands, flags. Prior
7 to this email, and feel free to look back at the
8 exhibits I have introduced before, have you seen
9 reference to Patriot Guard Riders specifically?
10 A. The closest thing that I think I had
11 seen at this point was the signature block in
12 Exhibit 12 there, which I don't believe directly
13 says Patriot Guard Riders, but it says Patriot
14 Guards, then referring to patriotic riders.
15 Q. Okay. And now Jeff says, "I like the
16 idea and believe it will enhance our presence at
17 any service."
18 In your opinion who is he referring to
19 when he says our presence?
20 A. I would have to believe that to be the
21 Patriot Guard or Patriot Guard Riders.
22 Q. Okay. He says he has designed a logo
23 that I think works very well for us and then
24 down at the bottom says, "I've attached the

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1 logo."
2 A. Correct.
3 Q. Now, this logo was not produced by him,
4 but do you know what that logo is?
5 A. That was the one that the trademark
6 application was filed against. It was the
7 triangle with the American -- folded American
8 flag in there.
9 MR. O'MALLEY: Okay. Let me get that here.
10 (Applicant's Exhibit 14 was
11 marked for identification.)
12 BY MR. O'MALLEY:
13 Q. Okay. This is Applicant's Exhibit
14 No. 14, which is a trademark application
15 recently printed off of the United States Patent
16 and Trademark Office's website for a mark having
17 the literal element identified as "Patriot Guard
18 Riders Riding with Respect." That's showing on
19 the first page. Can you turn to the second to
20 last page in this document, where there is a
21 color logo. Is this the logo --
22 A. That is the logo that Jeff is referring
23 to.
24 Q. -- that is being referenced here?

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1 A. Yes.
2 Q. Okay. Thank you. We can put this one
3 away for a little bit here.
4 Okay. And at this time -- sorry. Back
5 up. So then in response to this email, you send
6 an email back to Jeff Brown it appears later
7 that day on November 10 where you say, "FYI I
8 threw up a placeholder @ www.patriotguard.org."
9 What is a placeholder?
10 A. Basically, what you would see when a
11 website is under construction, you know, where
12 it has a logo and says coming soon or something
13 along those lines there with -- to the best of
14 my recollection, that placeholder consisted of
15 this logo, and it said Patriot Guard Riders site
16 coming soon.
17 Q. So the logo that Jeff Brown attached to
18 his email --
19 A. Correct.
20 Q. -- was on there?
21 Going about putting that up there, why
22 did you put that logo up on the website?
23 A. Because I thought that was the working
24 logo that we were using as the organization at

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1 that point.
2 MR. O'MALLEY: Okay. Thank you. Can we take
3 a five-minute break if that's okay.
4 (Recess taken.)
5 BY MR. O'MALLEY:
6 Q. Back on the record, please. Staying
7 with Applicant's Exhibit No. 13, at the top you
8 say, "FYI I threw up a placeholder at
9 www.patriotguard.org." Were you instructed to
10 do that?
11 A. No.
12 Q. Did anybody tell you to do that?
13 A. No.
14 Q. So you did it on your own?
15 A. Yeah. I was just so excited as I
16 recall, having a logo or some graphic to put up
17 there on that website. I just right click saved
18 it and put it out on the website.
19 (Applicant's Exhibit 15 was
20 marked for identification.)
21 BY MR. O'MALLEY:
22 Q. Okay. Thanks very much. This is
23 Applicant's Exhibit No. 15, produced by Jeff
24 Brown, identified as BROWN010371. In this

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1 document there are two emails. First kind of in
2 the middle is an email from Jeff Brown to you
3 dated Thursday, November 10, 2005. In there he
4 says, "Jason, If you get a few minutes after you
5 return from the ride, I'd sure appreciate a
6 brief report that we can post on the website."
7 Is there a reason why he's asking for
8 this information?
9 MS. PERRY: Objection. That's speculation.
10 MR. O'MALLEY: You can answer.
11 MS. PERRY: You can answer.
12 MR. O'MALLEY: You can answer.
13 THE WITNESS: Okay.
14 MS. PERRY: We are both going to do that.
15 A. Okay. Well, no, like I say, I had
16 never done a deposition before so -- I would
17 imagine it would be to share the experience one
18 has with the group at large so --
19 BY MR. O'MALLEY:
20 Q. Okay. Was Jeff Brown going to be at
21 this ride?
22 A. No.
23 Q. No, okay. And then in response to this
24 email, there is a response from you to Jeff

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1 Brown dated November 10, 2005, a little later in
2 the evening, where you say, "Sure that would be
3 great. The other thing that would be helpful I
4 think would be a faq or how to organize one of
5 these that I planned to type up afterwards."
6 And then you say: I had a chance to
7 talk to the funeral director and it sounds like
8 their intent is to use the wonderful sound of
9 drag pipes to silence the protestors. They have
10 us parking with the pipes facing them.
11 Just for my knowledge, what are drag
12 pipes?
13 A. The things that make Harleys sound like
14 Harleys.
15 Q. So, in other words, if you were to have
16 a speaker, you would be facing the front of the
17 speaker, the sound coming out directed at them?
18 A. That would be correct, yes.
19 Q. Fair analogy, okay. So basically in
20 essence by saying "Sure that would be great,"
21 you agreed to provide what Jeff was asking for?
22 A. Yes.
23 Q. Okay. And then you also were
24 suggesting some other things that would be

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1 helpful. What did you mean by an FAQ?
2 A. Basically, a frequently asked question
3 because, you know, as this was new and it was
4 starting to take off there, none of us had a
5 clue as to what we were doing. I mean, you
6 know, if we found something that worked, we
7 could kind of share that information amongst
8 ourselves there and kind of -- you know, what's
9 common amongst all of the different rides.
10 (Applicant's Exhibit 16 was
11 marked for identification.)
12 BY MR. O'MALLEY:
13 Q. Okay. Sounds good. This is
14 Applicant's Exhibit No. 16 which was produced by
15 PGR and identified as PGR 006896 to PGR 006897.
16 This is an email from Jeff Brown dated Friday,
17 November 11, 2005, at 5:18 p.m., which is sent
18 to a number of people and some associations in
19 there, but also your name is in there, correct,
20 as one of the recipients?
21 A. Yes.
22 Q. Okay. Can you take a look at this
23 email and tell me what it is, what's happening?
24 A. Basically, I think this is one of our

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1 very early ride reports in which we kind of, you
2 know -- as was mentioned in whatever this other
3 number here was, 15, that it's a brief report
4 that we can post on that website there and then,
5 you know, I think -- you know, I think that was
6 the intent with it, was kind of a breakdown of
7 how everything went and whether or not the
8 Westboro folks were there.
9 Q. Okay. So my reading of it, kind of an
10 obituary --
11 A. Correct.
12 Q. -- for Tyler MacKenzie?
13 A. Right.
14 Q. But then on the last sentence here,
15 there is a statement that says, "Jason Wallin,
16 our Colorado State Captain, headed up our
17 presence there and post these photos and will
18 post a write up later," and then there's a
19 website listed and it says "WBC (World's Biggest
20 Cretins) were there.
21 "Thanks to Jason and all who rode."
22 And then there's "Jeff Brown 'Twister,'
23 Broken Arrow, OK, Patriot Guard Rider,
24 www.patriotguard.org."

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1 A. Yes.
2 Q. When he's talking here, it says "our
3 Colorado State Captain." What is Jeff referring
4 to, if you know?
5 A. My expectation is that that was the
6 state captain for the Patriot Guard Riders
7 organization.
8 Q. Okay. And then the same where he says
9 "headed up our presence there"?
10 A. Yes.
11 Q. That applies to the Patriot Guard
12 organization as well?
13 A. Yes.
14 Q. And then he says "Thanks to Jason and
15 all who rode." Was Jeff Brown there?
16 A. No, he was not.
17 Q. He was not, okay. Going back to
18 Exhibit 15 where -- let me make sure I have my
19 numbers correct. Okay. So in Exhibit 15 Jeff
20 Brown had sent you a request saying "after you
21 return from the ride, I'd sure appreciate a
22 brief report that we can post on the website."
23 Did you provide information to Brown pursuant to
24 his request in Exhibit 15 that he is then using

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1 to send out the email in Exhibit 16?
2 MS. PERRY: Can you rephrase that question?
3 MR. O'MALLEY: I'll try.
4 MS. PERRY: I am not sure I understand it.
5 MR. O'MALLEY: It got a bit long here.
6 Q. So in Exhibit 15 Jeff Brown says,
7 "Jason, If you get a few minutes after you
8 return from the ride, I'd sure appreciate a
9 brief report that we can post on the website."
10 A. Yes.
11 Q. Did you ever provide such a report to
12 Jeff, if you recall?
13 A. To the best of my knowledge, I can't
14 fully recall that I did put one together, but if
15 we take a look at the list of who was sent out
16 there, there are several of the riders who were
17 with us there that day which was myself, Hugh
18 Knaus. Let me see if anybody else was in that
19 list. I believe that's it to the best of my
20 knowledge. But with that said, I think -- I
21 don't know. I mean there really could have been
22 two sources for this one being -- I had
23 submitted it there where some of it could be
24 posted from the obituary as well, but the

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1 obituary certainly wouldn't have had that I was
2 there or that the Westboro Baptist folks were
3 there.
4 Q. Okay. Sticking with Exhibit 16, he
5 says here that, "Jason Wallin, our Colorado
6 State Captain, headed up our presence there and
7 post these photos and will post a write up
8 later," and then there is a website which is
9 www.wallininc.com/pix, and it goes on?
10 A. Right.
11 Q. How was Jeff aware of this website and
12 that there were photos?
13 A. I would have had to have shared it with
14 him.
15 Q. Okay.
16 A. It's not something that would have just
17 been publicly exposed out there.
18 Q. Okay. Speaking of the funeral that you
19 attended for -- is it private first class --
20 A. Yes.
21 Q. -- Tyler MacKenzie?
22 A. Correct.
23 Q. Can you tell me a little bit about that
24 ride, like what happened, what you did in

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1 preparation for it?
2 A. There were about 30 of us that had
3 gotten together for that, you know. It was
4 several of the people who we knew from the hog
5 owner group as well as some folks that I had
6 worked with and just some family friends and
7 stuff that we had known.
8 Basically, what we had done is we had
9 taken the, you know, group, got together and
10 rode in basically, you know, several different
11 smaller groups into staging at the funeral
12 there. In addition to that, you know, we had
13 had printed out some copies of the logo since it
14 had just come out a couple days before that and
15 put those in the windshield of the bikes that
16 did have those as well.
17 Q. How did you put them in?
18 A. With Scotch tape.
19 Q. Scotch tape, okay. Did that work well?
20 A. No.
21 Q. No?
22 A. But --
23 Q. Okay. When you arrived at the funeral,
24 did you still have logos?

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1 A. Well, we had some more in the saddle
2 bag and then we retaped what --
3 Q. Retaped?
4 A. Yes.
5 Q. Okay. So these were then taped only to
6 your bikes?
7 A. Correct.
8 Q. Not on somebody's clothes --
9 MS. PERRY: Objection. That is leading.
10 BY MR. O'MALLEY:
11 Q. Okay. How did you get from wherever
12 you started from to the funeral?
13 A. Okay. Like on the road you mean or --
14 Q. Yes. Were there certain roads that
15 were taken?
16 A. Well, we had a contingent coming on the
17 interstate, and then we took U.S. 34 in to
18 Greeley, the business -- 34 to -- I don't know
19 what the exact cross street is. I think I've
20 got it in one of these other exhibits and then
21 surface streets inside of Greeley there to 49th
22 Avenue.
23 Q. At the funeral, when you are at the
24 funeral now and your group is at the funeral,

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1 what went on there?
2 A. Basically, you know, early Patriot
3 Guard Rider activity was we'd fire up the bikes
4 and make them so we were louder than the
5 Westboro folks so the family didn't have to see
6 that on that day.
7 Q. Did you have involvement with the
8 family or communications with the family?
9 A. Through the funeral director for this
10 first one but generally as we became more
11 refined with it, it was directly with the family
12 in most cases.
13 Q. What about with any individuals from
14 the WBC?
15 A. No, no communication at all.
16 Q. Who all were in attendance at that
17 funeral, if you know?
18 A. From the Patriot Guard side or from the
19 WBC side?
20 Q. Wherever.
21 A. Okay. Well, the Westboro Baptist folks
22 were there. Conjecture, ten, eight of them,
23 something like that, but basically what could
24 fit in a large van because they had a large van

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1 they came in to town with and then --
2 MS. PERRY: Can I get a clarification here?
3 Are you speaking of just this first one?
4 THE WITNESS: That's what I am speaking of
5 now.
6 MR. O'MALLEY: Yes, yes, yes.
7 MS. PERRY: Okay.
8 A. And then, you know, I don't remember,
9 but I think it was somewhere between 20 and 30
10 bikes that the Patriot Guards had there as well,
11 you know, kind of set up in between them in the
12 parking lot there of the church, and then the
13 mourners and family in attendance as well as the
14 military honor guard was there as well so --
15 BY MR. O'MALLEY:
16 Q. Okay. Was there any media there?
17 A. Yes. They did have the local Fox
18 affiliate was there as well.
19 Q. Did anybody from your group have
20 communications with the media?
21 A. I didn't directly, and I don't know if
22 anybody did or did not, but I'm sure they got
23 shots of the bikes up and down as they were
24 filing their news story there.

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1 Q. Okay. Was anybody who was in
2 attendance at the funeral other than your group,
3 did anybody talk to you or to others that you're
4 aware of asking who you were, what you were
5 doing?
6 A. I think we had had some people come up,
7 and we kind of indicated that, you know, hey,
8 we're the Patriot Guard, to make sure that the
9 idiots across the way couldn't ruin that day
10 for -- or make that day any worse for the family
11 than it already was.
12 Q. Was the family appreciative of --
13 A. They had said so.
14 Q. -- your efforts?
15 A. Yes.
16 MR. O'MALLEY: Okay. Let's skip to the next
17 one. Are we on 17? I just want to make sure.
18 MR. CALLAS: Seventeen.
19 (Applicant's Exhibit 17 was
20 marked for identification.)
21 BY MR. O'MALLEY:
22 Q. Okay. This is Applicant's Exhibit
23 No. 17 which was produced by PGR and identified
24 as PGR 006920 to PGR 006927. This is -- I

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1 apologize. Are you familiar with this document?
2 Have you seen it before?
3 A. Yeah. I think it's one of the early
4 Cycle Connections magazine articles they had
5 done with us here.
6 Q. What is Cycle Connections?
7 A. A motorcycle magazine and then they had
8 an online presence as well.
9 Q. Okay. And this is their website,
10 www.cycleconnections.com?
11 A. Yes.
12 Q. Okay. Do you subscribe to this?
13 A. No, I don't currently.
14 Q. Did you -- I was about to say at the
15 time, but we haven't discussed when it is. So
16 let's back up.
17 A. Okay.
18 Q. So on the front here, the first page,
19 there is kind of a header that says "Veteran
20 Riders," correct?
21 A. Yes.
22 Q. And then on the next page there is -- I
23 don't know if it is a subheading that says
24 "Patriot Guard Riders." If we can flip kind of

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1 to the back, go to what is PGR 006925 and again
2 kind of midway down it says "Printer Friendly
3 Version," and it says "Veteran Riders," and then
4 it appears to have a number of dates listed
5 below those with some kind of a title or heading
6 associated with them.
7 A. Right.
8 Q. Going to the next page, PGR 006926, if
9 you go about midway down, there is one that says
10 "1/1/2006," and it says "Patriot Guard Riders"
11 next to it. Is that correct?
12 A. Okay. Yes.
13 Q. Does that mean anything to you?
14 A. Well, if you look, it's got the same
15 title as on page 2 there. I don't -- can't
16 confirm that as a matter of fact, but that would
17 be what I would speculate.
18 Q. Sure. Okay. Let's go to PGR 006922.
19 Okay. Third paragraph down here -- let me start
20 with this. Do you know -- did Jeff give a lot
21 of interviews?
22 A. We all did in the early days, so, yes,
23 we did.
24 Q. Okay. So it's not uncommon for him to

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1 give interviews?
2 A. Correct.
3 Q. If you can go to the third paragraph,
4 it says "I sincerely request"?
5 A. Yes.
6 Q. Can you read that paragraph and then
7 the next line after that?
8 A. Okay. "I sincerely request that each
9 and every one of my readers visit
10 www.patriotguard.org and if it is in your heart,
11 join this fine group. If you cannot join but
12 agree with their mission, please pass their
13 message on to others. I want to thank Jeff
14 'Twister' Brown, National Director of the
15 Patriot Guard Riders, for his time and for
16 sharing information with me for this article.
17 "Jeff also took time out of his busy
18 schedule for the following interview."
19 Q. Okay. So who in your opinion is giving
20 these responses?
21 A. Jeff Brown.
22 Q. Okay. Can we fast forward two pages to
23 PGR 006924?
24 A. Okay.

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1 Q. It appears that -- I am guessing the
2 interviewer who is going by CC. Can you read
3 the first thing where it says, "Tell us about
4 your first mission?"
5 A. Okay. "You talk about dramatic! There
6 are pictures of it on our website. I believe it
7 was in Greeley, Colorado, and in fact a local TV
8 station did an interview, and we hadn't been in
9 existence but maybe two days and this one rider
10 rode up there and parked his bike in front of
11 the protesters and I'll tell you what, I'll give
12 him credit, he literally sat there very
13 stoically and make his presence known."
14 Q. When you read this statement by Jeff,
15 is there anything wrong with it, off with it?
16 A. I think we got a couple of these
17 swapped around because as we were getting
18 started, they were fast and furious. I mean I
19 can't speak exactly to that. I can guarantee
20 you the one in Greeley had more than a single
21 rider with it there. I know at the same time, I
22 believe the same date, as a matter of fact, that
23 David Olsen had one up either in Minnesota or
24 Wisconsin. He lived right on the border up

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1 there and went by the screen name Ole there and
2 he actually -- they did have video of him as
3 well on the local news that was posted and made
4 available online.
5 Q. Now, he says when -- the interviewer
6 was asking tell us about your first mission. So
7 would one of those or both of those be your
8 first mission then? Is Jeff accurate in that?
9 A. Timeline, yes, that would be an
10 accurate statement.
11 Q. But they were both happening the same
12 day?
13 A. Correct.
14 Q. And so --
15 A. And actually just -- if I can jump back
16 to -- what was that one? I know I saw his name
17 here a second ago. What exhibit do you have
18 here? That is 16, David Olsen, which was the
19 one who had done that by himself, is also listed
20 in that report from the 11th there.
21 Q. Okay. And so this is talking about
22 from what you said the mission -- I'm sorry if I
23 am categorizing that wrong now.
24 When you attended the funeral service

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1 in Greeley, Colorado, you had stated before that
2 was on November 11, 2005?
3 A. Correct, veterans Day.
4 Q. In here Jeff says "and we hadn't been
5 in existence but maybe two days and this one
6 rider rode up there." Is that your
7 understanding of when the Patriot Guard Riders,
8 whatever it's called, organization, association,
9 group, came in to being?
10 A. That would be my understanding with the
11 emails that started out there.
12 (Applicant's Exhibit 18 was
13 marked for identification.)
14 BY MR. O'MALLEY:
15 Q. Okay. This is Applicant's Exhibit
16 No. 18, which is produced by Jeff Brown and
17 identified as BROWN 010354. Can you take a look
18 at this document and tell me what it appears to
19 be?
20 A. It looks like this is David Olsen
21 reaching out to Jeff saying, hey, we've also got
22 this one on Veterans Day there as well, and the
23 WBC folks are looking like they're going to be
24 there, so let's go ahead and -- let me know if I

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1 can do anything to help since he's in the area.
2 Q. Okay. And this is a funeral in Hudson,
3 Wisconsin, so this is what you were referring to
4 before?
5 A. Correct.
6 Q. Okay. And so this is the one where one
7 person showed up?
8 A. Yes.
9 Q. Okay.
10 A. That would be David.
11 Q. Do you know -- and if you don't know,
12 please tell me, but do you know whether this
13 David Olsen advised other individuals that he
14 was with the Patriot Guard Riders?
15 A. I specifically can't answer that.
16 Q. Do you know whether he did something
17 similar to what you did, printing out the logo
18 and putting it on his bike?
19 A. I'm not certain he did that either.
20 (Applicant's Exhibit 19 was
21 marked for identification.)
22 BY MR. O'MALLEY:
23 Q. You don't know, okay. That's fine.
24 Okay. This is Applicant's Exhibit No. 19, which

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1 was produced by PGR and is identified as
2 PGR 002226 through PGR 002227. This document
3 again has two separate emails associated with
4 it. If you go kind of midway down, there is a
5 note that says "Original Message" and says from
6 Jeff Brown, sent Friday, November 11, 2005, at
7 9:28 p.m., which is sent to a number of people
8 and associations, and your name appears to be
9 included in that list. Is that correct?
10 A. That is correct.
11 Q. Okay. And the subject of this says
12 "PGR Mission Statement - Important!" And Jeff
13 says, "Hey Folks, I need to know if anyone has
14 any problems with or suggestions for this as our
15 PGR Mission Statement. Your feedback ASAP would
16 be greatly appreciated. This will be on our
17 website. Thanks, Jeff Brown 'Twister,' Broken
18 Arrow, OK, Patriot Guard Rider,
19 www.patriotguard.org." And below that is a
20 Patriot Guard Riders mission statement.
21 A. Yes.
22 Q. What was Jeff asking for here?
23 MS. PERRY: Objection. That calls for
24 speculation.

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1 BY MR. O'MALLEY:
2 Q. In your impression -- you received this
3 email -- what did you think Jeff was asking for?
4 A. In my opinion he was soliciting
5 feedback for the mission statement, what may or
6 may not need to be changed in that before it got
7 posted to the website.
8 Q. Okay. And the email at top here is
9 from somebody by the name of Preacher, dated
10 Friday, November 11, 2005, at 9:30, sent back to
11 Jeff Brown as well as to you and to everybody
12 else that was on the original email; is that
13 correct?
14 A. Correct.
15 Q. And what is Preacher's response?
16 A. Basically making a tweak to it saying
17 let's make it gender neutral there from the way
18 it originally read.
19 Q. Okay. So there is something in this
20 Patriot Guard Riders mission statement that Jeff
21 sent out --
22 A. Right.
23 Q. -- which was not gender neutral?
24 A. That's what I'm looking for here. It

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1 might have been under No. 1, "our fallen hero,
2 his family, and his community."
3 (Applicant's Exhibit 20 was
4 marked for identification.)
5 BY MR. O'MALLEY:
6 Q. Okay. Thank you very much. This is
7 Applicant's Exhibit No. 20, which was produced
8 by Jeff Brown. It is identified as BROWN008007
9 through BROWN008008. Okay. Again, here there
10 are two email messages as a part of this
11 document. The first identified not quite midway
12 down again says "Original Message." It's from
13 Jeff Brown, dated Friday, November 11, 2005,
14 8:48 p.m., to Wallin, Jason D., and that's you,
15 correct?
16 A. Yes.
17 Q. Okay. Can you read what Jeff has
18 stated in his email?
19 A. "Jason, I hate to be a pain in the ass,
20 but if you get a minute, could you throw this up
21 on the web page. Please don't be bashful about
22 letting me know if I'm taking advantage.
23 Thanks, Jeff." And then the mission statement
24 below that.

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1 Q. Okay.
2 A. And it looks like the one with the
3 changes in it.
4 Q. With the changes, so that it's now
5 gender neutral?
6 A. Correct.
7 Q. Okay. How do you know that?
8 A. Under No. 1 there we've got "fallen
9 heroes, their families, and their communities."
10 Q. Okay. As opposed to what it said
11 before, "his family and his community"?
12 A. Correct.
13 Q. Okay. And then in response to that you
14 send an email, appears later that night, and you
15 said "Done"?
16 A. Right. I am assuming I threw it up on
17 the web page.
18 Q. So at that point in time, the web
19 page -- what does the web page have on it?
20 A. It probably has a logo and a mission
21 statement, and that's about it.
22 Q. And nothing else, okay. I'm sorry.
23 Let me back up with a question. The mission
24 statement, can you tell me a little about what

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1 that is, what it means?
2 A. In my opinion it's, you know, what is
3 the overarching guiding principles of an
4 organization, you know. This is what we do, and
5 this is how we do it.
6 Q. Okay. And so what do you do? How do
7 you do it?
8 A. Correct.
9 Q. No, I'm asking. I'm sorry.
10 A. So basically, and I am going to go back
11 to your text here, that the Patriot Guard Riders
12 is an amalgamation of riders from across the
13 nation. They do one thing in common besides
14 motorcycles. It's the unwavering respect for
15 those who risk their lives for America's freedom
16 and security, you know. If you share that
17 respect, please join us.
18 And then the what we do is the show
19 respect for our fallen heroes, their families,
20 and their communities and then also protect the
21 mourning families from any interruptions created
22 by any protestor or group of protestors.
23 MR. O'MALLEY: Can we take another
24 five-minute break?

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1 MS. PERRY: Thank you.
2 (Recess taken.)
3 MR. O'MALLEY: Can we go back on the record,
4 please. I am going to pass out Applicant's
5 Exhibit No. 21.
6 (Applicant's Exhibit 21 was
7 marked for identification.)
8 BY MR. O'MALLEY:
9 Q. Okay. Applicant's Exhibit No. 21 was
10 produced by Patriot Guard Riders, and it is
11 identified as PGR 002228. This is an email from
12 Jeff Brown dated Saturday, November 12, 2005,
13 again sent to a large number of people, and I
14 believe your name is included in there. Is that
15 correct?
16 A. Yes, it is.
17 Q. Okay. And the subject is "Revised PGR
18 Mission Statement." Jeff says in there, "The
19 PGR Mission Statement has met with approval
20 after some modification. The statement was
21 rewritten to be gender neutral. I realize the
22 sacrifice and dedication of our women in service
23 and did not mean to omit them. I appreciate
24 everyone who caught that error and brought it to

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1 my attention. The revised mission statement is
2 now up and running on our website. I owe you
3 all an apology for an unintentional oversight on
4 my part. Sincerely, Jeff Brown 'Twister.'"
5 When Jeff says that the mission
6 statement has met with approval, what in your
7 opinion is he stating there?
8 A. The consensus had been reached amongst
9 everybody that he had sent that out to.
10 Q. Amongst the individuals identified on
11 this email?
12 A. Yes.
13 Q. And then he is noting -- I apologize.
14 Let me back up here. He says, "The statement
15 was rewritten to be gender neutral." Is that --
16 A. Right.
17 Q. -- in accordance with the previous
18 exhibits we discussed?
19 A. Yes, based on Dave Slocum's request
20 there.
21 Q. Okay. And then where he says, "The
22 revised mission statement is now up and running
23 on our website," why is he saying that?
24 MS. PERRY: Objection, speculation. It calls

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1 for speculation.
2 MR. O'MALLEY: Okay. You can answer if you
3 know.
4 A. I don't know right offhand, but I would
5 assume that it was after -- the previous email
6 had went out at 10:30 at night when I said I
7 posted it there, and this is 6:43 the next
8 morning so --
9 (Applicant's Exhibit 22 was
10 marked for identification.)
11 BY MR. O'MALLEY:
12 Q. Okay. That's good. Thank you. Next
13 document is Applicant's Exhibit No. 22, which
14 was produced by Jeff Brown and identified as
15 BROWN 010378 through BROWN 010380. Do you
16 recognize this document?
17 A. It looks like an email chain between
18 Jeff and I here.
19 Q. Okay. And what are the relevant dates
20 of these emails?
21 A. It would be the day after Veterans Day
22 in '05.
23 Q. So that date is November --
24 A. Twelfth.

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1 Q. Twelfth. Can I direct you to the email
2 at the bottom of the first page, BROWN 010378.
3 A. Okay.
4 Q. It says "Original Message," and it's
5 from Jason Wallin. That's you --
6 A. Right.
7 Q. -- sent November 13, 2005, to Jeff
8 Brown?
9 A. Right.
10 Q. Skip to the second sentence. You say
11 "Btw," which again I assume means by the way,
12 "do we have anyone near Galesburg, IL for
13 Tuesday?"
14 A. Right.
15 Q. And then Jeff sent a response. What
16 was his response?
17 A. "I don't think so, I spent several
18 hours last night searching the Internet for
19 Illinois based bike groups and sending out a
20 'mission call' to all of them. Hopefully we'll
21 get some response today."
22 Q. Okay. When he is talking here, who is
23 he saying -- when he says we'll get some
24 response today --

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1 A. I would assume he means the
2 organization.
3 Q. Okay. And in response to Jeff Brown's
4 email, you sent a reply email on Sunday,
5 November 13, at 8:12 a.m., so it looks like a
6 couple hours later. What did you tell him?
7 A. That I used to live in that neck of the
8 woods and let me see if I can find anybody out
9 there.
10 Q. So what was your intent behind this
11 email? What were you going to do?
12 A. Try to find some folks that would be
13 willing to help at that time, be there at that
14 service.
15 (Applicant's Exhibit 23 was
16 marked for identification.)
17 MR. CALLAS: Off the record.
18 (Discussion off the record.)
19 BY MR. O'MALLEY:
20 Q. Back on the record. This is
21 Applicant's Exhibit No. 23, which was produced
22 by Patriot Guard Riders and is identified as
23 PGR 002231. This is an email dated November 15,
24 2005, from Jeff Brown to a number of people.

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1 Are you identified as one of the
2 recipients of this email?
3 A. Yes.
4 Q. Where is that?
5 A. Jasonw@geoveritas.
6 Q. So that was one of the email addresses
7 you used at the time?
8 A. That was one of my email addresses at
9 the time, yes.
10 Q. Can you read this email for me?
11 A. "Our webmasters, Jason 'Waldo' Wallin
12 and Hugh Knaus, have been burning the midnight
13 oil on our new web site. I've seen the
14 preliminary and it will blow you away!!
15 "Anyway, I need each of you to email me
16 a photograph of you to post on the new site. As
17 a state captain, our members need to be able to
18 put a face with your name and to know who to
19 look for when they join a mission ride."
20 Q. Okay. Going back, your name, it says
21 "Jason 'Waldo' Wallin." What is Waldo?
22 A. That was my screen name that I used on
23 the site and kind of my ride name that I had
24 back then too.

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1 Q. A ride name, okay. The number of
2 people that are under the "To" category as to
3 who this email is being sent is a lot less than
4 the number of people who have been in the
5 previous emails sent by Jeff Brown it appears.
6 Is there a reason for this?
7 A. I think this was the initial winnowing
8 and putting leadership in in each one of the
9 states as we had experience and contact and
10 touch points.
11 Q. Okay. And so at this point in time, he
12 says that you and Hugh Knaus "have been burning
13 the midnight oil on our new web site." Who is
14 "our" referring to?
15 A. The organization.
16 Q. Okay. And then he says, "I've seen the
17 preliminary and it will blow you away!!"
18 So what is the status of the website at
19 that time?
20 A. We had sent him a link of where to look
21 at it. I believe we still had the placeholder
22 up at this time getting ready to turn it on
23 sometime thereafter.
24 Q. So you had it up --

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1 A. Yes, but not at www.patriotguard.org
2 yet.
3 Q. It was somewhere else?
4 A. Right.
5 Q. Okay. I will be honest. I don't
6 really know how that works.
7 Okay. But so Jeff was able to see
8 this, and so he had seen a preliminary of it?
9 A. Yes.
10 Q. Okay. Put that one away. Let's go
11 back to Applicant's Exhibit No. 14, which is the
12 trademark application. Can you take a look over
13 this document, just get yourself familiar with
14 it before I start asking questions?
15 A. Okay. Okay.
16 Q. Just going back to basics, what is this
17 application for?
18 A. Basically after Jeff had left the
19 organization, we found out as an organization
20 that it wasn't trademarked and --
21 Q. What was "it"? I'm sorry.
22 A. The logo or anything revolving around
23 the name Patriot Guard or Patriot Guard Riders
24 or any of the marks we had used as the group.

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1 So basically at the direction of the board of
2 directors, it was unanimously decided that I
3 would go fill out the web form here and we would
4 apply for the trademark.
5 Q. Okay. You said it was a unanimous
6 decision of the board of directors?
7 A. Right.
8 Q. Who was on the board of directors at
9 that time? Actually, let's step back. What
10 date was this application filed?
11 A. It looks like November 9, 2006.
12 Q. Okay. So as of that day, who is on the
13 board of directors for Patriot Guard Riders?
14 A. Myself, Ed Mueller, Ron Awtry, Bonnie
15 Cutler, Snap and -- or Bill Lines, I should say,
16 and I can't remember if Bill Richart was a forum
17 moderator or on the board at that time.
18 Q. Okay. Going through here, if you
19 scroll to the third page, at the top it says
20 "Correspondence Information"?
21 A. Okay.
22 Q. And then you get down to the signature
23 information. It says "Signature" and then
24 forward slash, "Jason D. Wallin," forward slash,

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1 "Signatory's Name, Jason D. Wallin, Signatory's
2 Position, Treasurer, Patriot Guard Riders, Inc.,
3 date signed 11/09/2006."
4 As of November 9, 2006, were you the
5 treasurer for Patriot Guard Riders, Inc.?
6 A. I believe so.
7 Q. Okay. Can you come with me to the next
8 page where there is a statement that says
9 "Declaration," and I am going to kind of read
10 through this and then stop at certain points
11 here. It says, "The undersigned, being hereby
12 warned that willful false statements and the
13 like so made are punishable by fine or
14 imprisonment, or both, under 18 U.S.C. Section
15 1001, and that such willful false statements,
16 and the like, may jeopardize the validity of the
17 application or any resulting registration,
18 declares that he/she is properly authorized to
19 execute this application on behalf of the
20 applicant."
21 Were you properly authorized to execute
22 this application on behalf of PGR, Inc.?
23 A. The board said yes.
24 Q. Okay. The next part says, "He/she

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1 believes the applicant to be the owner of the
2 trademark/service mark sought to be registered."
3 Did you believe the PGR, Inc. to be the
4 owner of the trademark/service mark sought to be
5 registered?
6 A. It was used as a function of the group,
7 yes.
8 Q. Okay. Let's skip the next part because
9 that doesn't apply to this application. Going
10 down, there is a part that says, "To the best of
11 his/her knowledge and belief" -- are you with
12 me? You have to skip about a line and a half.
13 A. Oh, okay.
14 Q. Okay. It says, "To the best of his/her
15 knowledge and belief no other person, firm,
16 corporation, or association has the right to use
17 the mark in commerce, either in the identical
18 form thereof or in such near resemblance thereto
19 as to be likely, when used on or in connection
20 with the goods/ services of such other person,
21 to cause confusion, or to cause mistake, or to
22 deceive."
23 Was that true at the time to the best
24 of your knowledge and belief that no other

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1 person had the right to use the mark?
2 A. To the best of my knowledge -- the mark
3 itself had been created by Jeff. There is no
4 debate about that.
5 Q. What do you mean by created?
6 A. Physically took the paintbrush or
7 whatever tool he uses inside his computer and
8 drew the logo. I mean we've seen that that was
9 sent forward from the organization there.
10 Q. Okay.
11 A. You know, certainly for the purposes we
12 filed this for, which was, you know, in support
13 of military and military -- support groups for
14 military and military family support, there is
15 no other organization that could use that mark.
16 Q. Okay. At the time when you filed this,
17 were you an attorney?
18 A. No. Still not one today.
19 Q. Not one today. That was my next
20 question.
21 Had you ever filed a trademark
22 application before?
23 A. No.
24 Q. Did you ever have any in-depth

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1 knowledge with regard to trademarks prior to
2 this filing?
3 A. No, other than there was a little R
4 down at the bottom of some logos, and that's
5 about the extent that I knew anything about it.
6 MR. O'MALLEY: Okay. Can we take two minutes
7 here? Can we just take a very quick break?
8 (Recess taken.)
9 BY MR. O'MALLEY:
10 Q. Back on the record, please. Okay. So
11 based on all of the exhibits that we have talked
12 about today and reviewed, who is it in your
13 opinion that is the owner of the trademark?
14 A. The organization, and that's just an
15 opinion. As we said, I'm not a lawyer, but
16 that's my opinion.
17 Q. Sure. Was it your understanding that
18 Jeff Brown owned any trademark rights in the
19 mark?
20 A. He had asserted that he had, but, you
21 know, I think because of the fact that it was
22 used as an organization before it was used as
23 the other, you know, from what I've come to
24 believe, that that does make it the

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1 organization's.
2 Q. Did you ever see or hear of Jeff Brown
3 using the Patriot Guard Riders trademark as an
4 individual?
5 A. Can you give me a little clarification
6 on the question?
7 Q. Did he ever use the mark himself other
8 than when and if he acted on behalf of the
9 organization?
10 A. When he sold stuff in his store, that
11 was his personally.
12 Q. Did you know that at the time -- or I'm
13 sorry. When did you become aware that he was
14 selling stuff on his own?
15 A. It was pretty early on. With that
16 said, I believe it would have been -- it would
17 have been somewhere between the point of when we
18 put the initial website up to the point that he
19 put his own separate website up, which I think
20 was the Patriot Guard store.
21 Q. I'm sorry. Can you repeat that?
22 A. Okay. Basically, there were two
23 separate websites for this, one being the store
24 which was Jeff's, Jeff controlled. We didn't do

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1 any update or contact control of, and then there
2 was the patriotguard.org website, which was up
3 first, you know, on November 11.
4 Q. Okay. Just give me a second here. Why
5 did you think that Jeff was using the trademark
6 as an individual rather than on behalf of the
7 organization?
8 A. You mean using the logo?
9 Q. Using the logo, yes. I'm sorry.
10 A. Because he said he was.
11 Q. Okay. Do you have any personal
12 knowledge to know whether he actually had any
13 rights in the logo?
14 MS. PERRY: Objection. That's calling for a
15 legal conclusion.
16 MR. O'MALLEY: Okay.
17 A. Right, and I don't.
18 MR. O'MALLEY: You don't, okay. We are
19 finished.
20 CROSS-EXAMINATION
21 BY MS. PERRY:
22 Q. I'm Jenna Perry, and I'm the attorney
23 representing Jeff Brown in Opposition 91181448.
24 I am going to ask you a series of questions, and

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1 I would like for you to answer them as fully and
2 truthfully as possible. You understand that you
3 are still under oath, correct?
4 A. Yes, ma'am.
5 Q. So you have the duty to answer each
6 question fully and truthfully, correct?
7 A. Correct.
8 Q. If you don't understand a question,
9 will you tell me?
10 A. You bet.
11 Q. Some of these questions are going to be
12 redundant, but I ask for your patience and
13 request that you answer each question truthfully
14 and fully as if I asked it for the first time.
15 Okay. Let's begin. You stated that
16 you were in the military for three years; is
17 that correct?
18 A. Two years.
19 Q. Two years?
20 A. From '96 to '98.
21 Q. Okay. Why did your military career
22 end? Can you explain that?
23 A. It was a hardship discharge I received.
24 Q. Can you explain further?

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1 A. Sure. Okay. Basically it was a matter
2 of I was sent -- or scheduled to be sent for a
3 three-year unaccompanied tour in Germany, and it
4 was going to pose a hardship for my wife and my
5 two kids that were here.
6 Q. Okay. And so what did you do?
7 A. Got a hardship discharge.
8 Q. Okay. Have you ever been convicted of
9 a crime?
10 A. Nope.
11 Q. Have you ever been charged with a
12 crime?
13 A. No.
14 Q. Have you ever been accused of a crime
15 by someone associated with PGR, Inc.?
16 MR. O'MALLEY: Objection, relevance, beyond
17 the scope of direct.
18 MS. PERRY: It goes to impeachment of the
19 witness, so it is absolutely relevant, but you
20 answer anyway.
21 A. I am going to go ahead and seek my
22 Fifth Amendment rights here.
23 Q. This isn't a criminal case.
24 MR. CALLAS: For the record, the reason I am

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1 here is because I am here to accompany Jason.
2 Depending on the types of questions, he will be
3 asserting his right to the Fifth Amendment,
4 which he may do under the law, and I will be
5 instructing him not to answer the questions
6 where he feels uncomfortable and he asserts his
7 right.
8 BY MS. PERRY:
9 Q. Okay. You understand that with some of
10 these questions, if you refuse to answer them, I
11 can get a motion to compel and get the answers,
12 correct?
13 MR. CALLAS: Absolutely.
14 BY MS. PERRY:
15 Q. And we will have to redo this.
16 Mr. Wallin, who is your attorney?
17 A. John Callas.
18 Q. Is Mr. O'Malley your attorney in any
19 capacity?
20 A. No.
21 Q. Have you spoken with Mr. O'Malley or
22 any other attorney with his firm before the
23 deposition today?
24 A. Yes, when he sought my testimony.

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1 Q. Explain your communications with
2 Mr. O'Malley or anybody at his law firm.
3 A. Basically they had some questions on
4 what was filed and how that was -- why
5 everything was filed the way that it was, and he
6 had asked for that about a year ago, I believe,
7 give or take. There were some statements he
8 asked me to put together as a part of this
9 trademark opposition, and then three, four weeks
10 ago, we started talking again, I believe.
11 Q. How much have you talked to
12 Mr. O'Malley or anyone at his law firm in the
13 past few weeks?
14 A. We'd had one conversation around
15 scheduling it with my ability and John's ability
16 to be here to do this and then one brief 15-,
17 20-minute conversation around some questions
18 they had.
19 Q. Okay. And is that all?
20 A. That's it.
21 Q. Okay. Did you look at any of the
22 documents that were identified as exhibits
23 before coming in today during the past few
24 weeks?

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1 A. There was a copy that was provided to
2 my attorney, and we covered those before today's
3 session.
4 Q. Did you speak to anyone besides
5 Mr. O'Malley or someone associated with his firm
6 or your own attorney prior to coming to the
7 deposition today about the matters in this
8 deposition?
9 A. Help me clarify on that. Are you
10 talking somebody involved as a party to this?
11 Q. Right. Anybody at the PGR, Inc. or
12 otherwise.
13 A. No, I have not spoken to anybody in the
14 PGR organization leadership-wise in a year, year
15 and a half.
16 Q. Why?
17 A. At my choice. They have asked me many
18 times to reach out to them, but I haven't
19 reached out to them.
20 Q. Are you still a member of PGR, Inc.?
21 A. I believe I have an account out there.
22 I haven't accessed it on the website in several
23 years.
24 Q. Why?

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1 A. Because it's better for the
2 organization that I not be an active member.
3 Q. Why?
4 A. Because that's my belief.
5 Q. Do you presently have any position at
6 the PGR, Inc.?
7 A. No.
8 Q. What was your last position at the PGR,
9 Inc.?
10 A. It was a board member.
11 Q. Specifically, what member of the board?
12 A. Board member at large because -- is
13 what the last position I had was.
14 Q. Were you terminated from that position?
15 A. It just didn't work out.
16 Q. Explain why not.
17 A. I am going to need a couple minutes
18 here -- excuse me -- for recess with my counsel.
19 Q. After you answer the question, please.
20 A. What was the question again? I'm
21 sorry.
22 MS. PERRY: Can you read the question back
23 from the transcript, please.
24 (Record read.)

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1 A. And I will answer that question in
2 saying that I was becoming a hindrance to the
3 organization.
4 BY MS. PERRY:
5 Q. Can you explain further?
6 THE WITNESS: Can I have my recess?
7 MS. PERRY: You may.
8 THE WITNESS: Thank you.
9 (Recess taken.)
10 MS. PERRY: Back on the record. Will you
11 read back the prior question before the break.
12 (Record read.)
13 A. Basically, to answer that, there
14 were -- I had tendered my resignation for the
15 position specifically due to some personal and
16 other issues there, and at that point that was
17 when I was no longer part of the organization's
18 board of directors.
19 BY MS. PERRY:
20 Q. Did anyone ever ask you to resign?
21 A. No.
22 Q. How soon thereafter did you become
23 uninvolved with PGR, Inc.?
24 A. It was roughly the same period of time.

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1 Q. And when was that?
2 A. I am going to have to go back to my
3 notes here. My attorney has that information,
4 if you would bear with me just a moment.
5 It would have been approximately
6 September of '07.
7 Q. So in approximately September of '07,
8 you resigned your position with the board of
9 directors and basically became uninvolved with
10 PGR, Inc.; is that correct?
11 A. That is correct.
12 Q. And did you say since September of '07
13 when you resigned, you haven't had contact with
14 members of the PGR, Inc. since that time?
15 A. I've had sporadic contact with a few of
16 the board members but only in very limited
17 fashion since then and no contact in the last 12
18 to 18 months.
19 Q. Do you own a corporation?
20 A. I do not.
21 Q. Have you ever owned a corporation?
22 A. Yes.
23 Q. Why did you secure the domain name
24 www.patriotguard.org?

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1 A. For the organization.
2 Q. Let me be a little bit more clear on
3 that question. Did you choose that from a
4 variety of names? Did you, for example, search
5 other names as well at the time that you were
6 registering the domain name?
7 A. Yeah. I believe we tried to get
8 pgr.org and some of the other ones, the shorter
9 names. That was the shortest name that was
10 available.
11 Q. But you searched other names as well?
12 A. Yes, for pgr.org and some other ones.
13 Q. Do you remember what other domain names
14 you searched at that time?
15 A. I think the one we wanted was pgr.org.
16 Q. Pgr.org?
17 A. Yes, but that wasn't available.
18 Q. Anything else?
19 A. I think we looked at the dot-com and
20 that was a homeland security product for banks.
21 Q. Patriotguard.com or pgr.com?
22 A. Patriotguard.com.
23 Q. And that one was --
24 A. Taken as well. Beyond that I don't

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1 recall any.
2 Q. On Applicant's Exhibit No. 11, in your
3 email to Jeff Brown, you stated that you meant
4 the organization when you put by the way, "Btw
5 you now own patriotguard.org domain name and I
6 can host it for you for free."
7 A. Yes.
8 Q. You stated earlier that you meant the
9 organization?
10 A. Right.
11 Q. Then why didn't you put the
12 organization instead of "you"?
13 A. At this point if we look through the
14 mail stack going out, I mean it's going -- on
15 the 9th we are talking two people. On
16 Applicant's Exhibit -- let me see if I can find
17 one of those -- basically it was us at that
18 time, right? I mean it was -- you know, even by
19 the 10th, we are talking what, 15 names maybe.
20 I can count them but -- 22 in Exhibit 13.
21 Q. So you did not consider it an
22 organization at that time that you wrote this
23 email?
24 A. Define organization for me.

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1 Q. You state here, "Btw you now own
2 patriotguard.org domain name and I could host it
3 for you for free."
4 A. Right.
5 Q. Why did you write "you" rather than the
6 organization or we?
7 A. Jeff was the contact point at this
8 point too for the group that was putting the
9 mail together -- or the emails together that we
10 are talking about at this point so --
11 Q. That didn't really answer the question.
12 A. I guess it would be poor phrasing on my
13 part, but with that said, you know, at this
14 point this is email between Jeff and I, right,
15 would be my contention with that, that that is
16 the root of the national organization at that
17 point.
18 Q. On November 9, 2005, had there been any
19 rides by Patriot Guard Riders at that point?
20 A. Not on the 9th that I was aware of.
21 Q. Do you know when the organization, the
22 not-for-profit organization, PGR, Inc. was first
23 incorporated?
24 A. Jeff had done that, I believe, and I

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1 would have to check. They were both
2 incorporated February '06, I believe, in that
3 neighborhood there.
4 Q. Okay. When you say they were both
5 incorporated, what do you mean?
6 A. Both Jeff's PGR store and the Patriot
7 Guard organization.
8 Q. And did you know at the time that Jeff
9 incorporated his separate organization that he
10 did that?
11 A. Well, he had already incorporated it
12 because that was a couple days before our
13 organization was incorporated, and I mean on his
14 personal dealings he wasn't including me on
15 those.
16 Q. But did you know that at that time?
17 A. At what time?
18 Q. At the time that he incorporated it.
19 A. Which one?
20 Q. Either one.
21 A. First one, no. The second one, he may
22 or may not have shared that with me. I don't
23 know.
24 Q. When did you find out about his

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1 personal LLC?
2 A. It was right in the same time that the
3 Patriot Guard was incorporated.
4 Q. So you found out about Jeff Brown's
5 separate PGR, LLC at approximately the same
6 time --
7 A. Approximately.
8 Q. -- that the PGR not-for-profit --
9 A. Was incorporated.
10 Q. -- was incorporated, yes?
11 A. Yes.
12 Q. Okay. What did you know he was doing
13 with the LLC at that time?
14 A. The Patriot Guard organization LLC or
15 the Patriot Guard store LLC?
16 Q. Okay. Let me define each one of them.
17 A. Okay.
18 Q. The PGR, LLC, the limited liability
19 company, is what Jeff Brown owned and his wife.
20 A. Okay.
21 Q. The Patriot Guard not-for-profit
22 organization is what I'm referring to as PGR,
23 Inc. or Patriot Guard Riders, Inc.
24 A. Okay. So for future terms, just for

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1 clarification, PGR, Inc. is the --
2 Q. The not-for-profit organization.
3 A. The not-for-profit organization. The
4 other piece of that was --
5 Q. LLC is the one that was owned by him
6 specifically.
7 A. Okay.
8 MS. PERRY: Now I have forgotten the question
9 that I asked. Can you read it back.
10 (Record read as follows:
11 "Q Okay. What did you know he was
12 doing with the LLC at that time?")
13 A. Okay. So just to be clear, the LLC
14 being Jeff's corporation?
15 BY MS. PERRY:
16 Q. Correct.
17 A. Okay. He was selling goods and
18 service -- or goods for -- sweatshirts, flags,
19 and that type of stuff.
20 Q. Okay. When was the first time that you
21 brought the LLC to anyone else's attention and
22 that being Jeff Brown's separate --
23 A. I cannot give you an exact date on
24 that.

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1 Q. Can you give us some kind of an
2 approximation?
3 A. I'm trying to think. That would be
4 either Kurt or Ronny and I just -- I mean it
5 would be sometime after they were both
6 incorporated.
7 Q. Shortly after?
8 A. I honestly can't tell you an exact date
9 or even month in which I would have done that.
10 Q. You stated that you hosted the
11 www.patriotguard.org site. What dates did you
12 host that?
13 A. Basically the inception through the
14 time which I resigned from the Patriot Guard
15 organization.
16 Q. So the entire time --
17 A. Yes.
18 Q. -- you were involved with the Patriot
19 Guard?
20 A. (Witness nodding.)
21 Q. Yes?
22 A. Yes. I'm sorry. I didn't realize I
23 nodded.
24 Q. During that time did you place Google

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1 ads on the patriotguard.org website?
2 MR. O'MALLEY: Objection as to the relevance
3 and beyond the scope of the direct examination.
4 MS. PERRY: You can answer.
5 A. Yes, I did.
6 Q. What did you do with the money from the
7 Google ads?
8 A. Reinvested in technology that I was
9 paying for out of pocket.
10 Q. Were you ever asked by one of the board
11 members at the PGR, Inc. to turn over the
12 transaction records for the PGR checking
13 account?
14 MR. O'MALLEY: Objection, goes beyond the
15 scope and irrelevant.
16 MS. PERRY: You can answer the question.
17 MR. CALLAS: I can't tell you. I mean --
18 A. All right. I am going to assert my
19 Fifth Amendment rights here.
20 BY MS. PERRY:
21 Q. Being requested to turn over
22 transaction records does not implicate you of a
23 crime.
24 Were you ever given a 1099 by PGR,

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1 Inc.?
2 MR. O'MALLEY: Objection, irrelevant, goes
3 beyond the scope of direct examination.
4 A. Yes, I was.
5 BY MS. PERRY:
6 Q. For what amount and what was the legal
7 justification?
8 MR. O'MALLEY: Objection, compound question.
9 BY MS. PERRY:
10 Q. For what amount?
11 A. Can I have a conference with my
12 attorney for a moment here?
13 Q. Let's proceed.
14 MR. CALLAS: Okay. Next question?
15 BY MS. PERRY:
16 Q. For what amount?
17 A. I am not sure of the exact number right
18 now. I will get back to you with that, though.
19 Q. And what was the reason?
20 A. And I am going to assert my Fifth
21 Amendment rights right about here.
22 Q. Have you ever been contacted by the FBI
23 or any other law enforcement agency regarding
24 the embezzlement of PGR funds?

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1 MR. O'MALLEY: Objection, irrelevant and
2 beyond the scope of direct examination.
3 A. The answer is no.
4 BY MS. PERRY:
5 Q. Have you ever been contacted by the IRS
6 or any other governmental agency regarding
7 embezzlement of PGR, Inc. funds?
8 MR. O'MALLEY: Objection, irrelevant, and
9 beyond the scope of direct examination.
10 A. No.
11 BY MS. PERRY:
12 Q. Are you aware of anyone else ever
13 taking funds designated for the PGR, Inc.?
14 MR. CALLAS: Objection, and I am not even a
15 party, but "anyone else" has a negative
16 connotation to it, Counsel.
17 BY MS. PERRY:
18 Q. Are you aware of anyone aside from
19 yourself taking any funds designated for the
20 PGR, Inc., excepting yourself out of this?
21 MR. CALLAS: Can you start over with a new
22 question, Counsel? I think I know what you want
23 to do, but I think the way it was phrased there
24 is going to end up with him asserting his Fifth

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1 Amendment privilege.
2 MS. PERRY: I understand.
3 Q. Who authorized you to file the
4 trademarks for the PGR, Inc.?
5 A. The board of directors.
6 Q. How was that accomplished?
7 A. Via telephone call, board meeting.
8 Q. Conference call?
9 A. Yes.
10 Q. Whose idea was it to file this
11 trademark application Serial No. 77040379 for
12 the Patriot Guard Riders Riding with Respect
13 design application?
14 MR. O'MALLEY: Exhibit 14?
15 MS. PERRY: That is correct, Exhibit 14, yes.
16 It's the one that you filed on behalf of the
17 PGR, Inc.
18 A. Okay. It was the board's idea to do
19 that.
20 Q. Who in the board first came up with the
21 idea?
22 A. It was probably Ed Mueller and myself
23 talking.
24 Q. Talking about what?

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1 A. When we discovered that it hadn't been
2 filed.
3 Q. How did you discover that it had not
4 been filed?
5 A. I believe it was a web search that
6 either he did or I did. I don't remember who at
7 this point.
8 Q. What prompted either of the two of you
9 to have run this web search?
10 A. I believe it was -- it came from the
11 claim that it had been trademarked.
12 Q. Whose claim?
13 A. Jeff's.
14 Q. When did Jeff make the claim that you
15 are referencing that the mark had been
16 trademarked?
17 A. I am trying to remember when that would
18 have been. It was via web post. I am not
19 actually sure of the timing of that. It
20 certainly would have been after February but
21 before November of 2006.
22 Q. Why was the search not done earlier?
23 A. I believe the belief of everybody was
24 that it had been done and completed and filed

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1 for.
2 Q. What was your belief?
3 A. That he said it was and it was.
4 Q. That who --
5 A. That Jeff had indicated that it had
6 been trademarked.
7 Q. When did Jeff Brown indicate that it
8 had been trademarked?
9 A. Again, I can't give you that exact
10 date, but it would have been after the
11 incorporation but prior to the filing for this,
12 so somewhere between February and November of
13 '06.
14 Q. You stated that you think that the
15 organization owns this trademark, the one that's
16 the subject of Serial No. 77040379 that's in
17 Exhibit 14?
18 A. Yes.
19 Q. Why do you believe that?
20 MR. O'MALLEY: Objection, asked and answered.
21 MS. PERRY: You can answer it again.
22 A. That, you know, it was developed for
23 this organization or this group, Patriot Guard
24 Riders.

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1 Q. Why do you believe that?
2 A. Because as a service mark or a
3 trademark or whatever it is, it was created to
4 define what it is that the Patriot Guard did by
5 providing comfort to military families.
6 Q. Did you create the mark?
7 A. I did not create the mark.
8 Q. So do you have personal knowledge as to
9 why it was created?
10 A. No, I do not have direct personal
11 knowledge.
12 Q. Do you have knowledge other than
13 speculation as to why you stated the reason it
14 was created?
15 A. Well, define speculation then for me in
16 this case here because -- or in its use.
17 Q. Do you have any specific evidence or
18 reason to believe, besides just conjecture,
19 speculation, that the mark was created for PGR,
20 Inc.?
21 A. Well, the mark was created four months
22 before either one of those organizations
23 existed, I believe, the legal entity Patriot
24 Guard Riders, but at the same time missions were

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1 going on just the same before and after the
2 creation of that organization.
3 MS. PERRY: Let's take a quick break.
4 (Recess taken.)
5 MS. PERRY: I have no further questions.
6 MR. O'MALLEY: Okay. Nor do we.
7 THE REPORTER: What about signature?
8 MR. CALLAS: I would like it to be mailed
9 to him to review.
10
11 (WITNESS EXCUSED.)
12
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1 IN THE UNITED STATES
PATENT AND TRADEMARK OFFICE
2 BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

3

4 JEFF BROWN,

5 Opposer,

Opposition
6 vs. No. 91181448

7 PATRIOT GUARD RIDERS, INC.,

8 Applicant.

9

10

11

12

13

14 I, JASON DUANE WALLIN, being first duly
15 sworn, on oath say that I am the deponent in the
16 aforesaid deposition taken on August 1, 2011;
17 that I have read the foregoing transcript of my
18 deposition, consisting of pages 1 through 91
19 inclusive, and affix my signature to same.

20 JASON DUANE WALLIN

21

Subscribed and sworn to
22 before me this 6 day
of October 2011

23

24 Notary Public

OFFICIAL SEAL
JOHN S. CALLAS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8-2-2015

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1 ERRATA SHEET

2 Pg/Ln Correction

3 ___/___ Change from:_____

4 Change to:_____

5 ___/___ Change from:_____

6 Change to:_____

7 ___/___ Change from:_____

8 Change to:_____

9 ___/___ Change from:_____

10 Change to:_____

11 ___/___ Change from:_____

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13 ___/___ Change from:_____

14 Change to:_____

15 ___/___ Change from:_____

16 Change to:_____

17 ___/___ Change from:_____

18 Change to:_____

19 ___/___ Change from:_____

20 Change to:_____

21 ___/___ Change from:_____

22 Change to:_____

23

24 Signature:_____Date:_____

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EXHIBIT 9

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

JEFF BROWN, Opposer and Petitioner,	
vs.	Opposition No. 91181448
PATRIOT GUARD RIDERS, INC., Applicant and Respondent.	Serial No. 77/040,379

- -

TELEPHONIC DEPOSITION OF RONNY ROY AWTRY, produced as a witness on behalf of the Opposer and Petitioner, in the above-styled and numbered cause, taken on the 28th day of October 2008, in the City of Tulsa, County of Tulsa, State of Oklahoma, before me, Marlene Percefull, Certified Shorthand Reporter, duly certified under and by virtue of the laws of the State of Oklahoma.

A P P E A R A N C E S

FOR THE OPPOSER:	Ms. Courtney L. Bru Ms. Rachel Blue Attorneys at Law 320 S. Boston Suite 500 Tulsa, OK 74103
FOR THE APPLICANT:	Mr. David J. Marr Mr. James A. O'Malley Attorneys at Law 105 W. Adams St. Suite 3600 Chicago, IL 60603 (By Telephone)
ALSO PRESENT:	Mr. Jeff Brown Mr. Bill Richart (By Telephone)

I N D E X

WITNESS	PAGE
Ronny Roy Awtry	
Direct Examination by Ms. Bru	4
Cross Examination by Mr. Marr	77
Redirect Examination by Ms. Blue	89
Signature Page	91
Reporter's Certificate	92

EXHIBITS

PETITIONER'S Number		Identified	Offered
1	12-11-06 forum post	15	
2	12-7-06 forum post	25	
3	9-18-07 forum post	46	
4	12-6-06 e-mail	48	
5	12-27-06 e-mail	52	
6	7-8-08 e-mail	68	

(Whereupon, the deposition began at 9:02 a.m.)

RONNY ROY AWTRY,

having first been duly sworn to testify to the truth, the whole truth and nothing but the truth, testified as follows:

DIRECT EXAMINATION

BY MS. BRU:

Q Could you state and spell your name for the record. 9:02AM

A My name is Ronny Roy Awtry, R-O-N-N-Y, R-O-Y, A-W-T-R-Y.

Q And what is your business address?

A My business address is Speedy Services, 1050 KCK Way, Suite 2, Cedar Hill, Texas 75104. 9:02AM

Q Okay. What is your e-mail address?

A My e-mail address is Rrawtry@Yahoo.com.

Q Have you ever used any other e-mail addresses?

A Yes, I have used Bear@Patriotguard.org.

Q Okay. 9:03AM

A And there was an SBC Global years ago, but I don't even remember it.

Q Have you ever been deposed before?

A Yes.

Q Okay. So you understand that we're just going to 9:03AM

it was turned over to Bonnie -- actually, no, I take 9:20AM
that back. It was physically submitted right around --
by Bonnie somewhere in the neighborhood of January the
16 of 2007.
Q Okay. I believe you said that you became a member 9:21AM
of the PGR organization in January of 2006, is that
correct?
A That's correct.
Q Do you recall if at that time you were able to
purchase items with the PGR logo on them from the Web 9:21AM
site ww.Patriotguard.org?
A Yes.
Q Are you aware that that store, that existed in
January of 2006, was owned by Jeff Brown?
A No. 9:21AM
Q Did you become aware of that at any time
afterwards?
A Yes. I became aware of that somewhere in the
neighborhood of June of 2006. Initially, I was just a
guy logging onto the Web site, thought it was cool, 9:21AM
supported it, and bought a bunch of stuff. I had no
history of the Patriot Guard Riders or anything else.
Q How did you come to find out that Jeff Brown owned
the store in June of 2006?
A Jeff had set on a board of directors con call that 9:22AM

due to the amount of time he was investing in the 9:22AM
Patriot Guard Riders and running the store, that he
quit his job to do the Patriot Guard Riders full time.
Didn't physically state that he owned the store at that
time, but I -- I don't know, I think I'm a fairly 9:22AM
bright person. And so I asked Jason Wallin, who told
me that Jeff owned the store, at which point I asked
Jeff.
Q Do you recall when you asked Jason Wallin who
owned the store? 9:23AM
A I asked Jason Wallin who owned the store shortly
after that. Probably mid June of 2006. I mean, within
a week of it.
Q Do you recall ever seeing a post on any forum on
the Web site www.Patriotguard.org that stated that Jeff 9:23AM
Brown owned the store?
A The only that I can recollect -- the only post or
the first post that I saw of that nature was, I
believe, in October of 2006 on the, you know, threads
in the open forums. 9:23AM
Q When you say "open forums," do you mean anyone can
access those?
A On any forums whatsoever.
Q Okay. Did you ever have any conversation with
anyone else about Jeff Brown's ownership of the store? 9:24AM

A Jason Wallin, of course, Snap or Bill Lines, who 9:24AM
was our secretary and stepped into the president role
of the Patriot Guard Riders.
Q When did you talk with Snap about it?
A I talked with Snap about it when the heated 9:24AM
question came up about does Jeff own the store or not
in the threads by a people. And Snap was perfectly
aware of it as well.
Q Do you know whether Ed Mueller was aware that Jeff
Brown owned the store? 9:25AM
A Do I know whether who was aware?
Q Ed Mueller.
A I do not have a clue whether Ed Mueller knew or
not. The only time that -- or when I first became
aware of Ed Mueller taking a stance one way or the 9:25AM
other was within a few days of Jeff Brown's
resignation.
Q Were any other board of director members aware
that Jeff Brown owned the store?
A Not that I'm aware of. Myself, Jason and Snap 9:25AM
were the only three.
Q Are you familiar with the -- I'm just going to
call it the PGR logo. Are you familiar with the PGR
logo?
A Very aware of it. 9:25AM

Q Can you describe it for me? 9:25AM
A The PGR logo is a folded flag in the triangle
background with "Patriot Guard Riders" below it and
depending on your version, "Riding with Respect" or
"Standing With Those Who Stood For Us." 9:26AM
Q Which version existed first?
A "Riding with Respect."
Q When did the "Standing With Those Who Stood For
Us" version become available?
A It started with the wrangling of issues regarding 9:26AM
the trademark in -- I think the first products with it
came out first to mid week -- just before Christmas of
2006.
Q Do you know who created the PGR logo that included
the phrase "Riding with Respect"? 9:27AM
A Jeff Brown did.
Q Who else knew that?
A Jason Wallin knew that. I would figure the
original secretary, Kurt Mayor, probably knew that.
Everybody on the board of directors knew that Jeff 9:27AM
Brown physically created that logo.
Q Did you ever personally have conversations with
Jason Wallin about whether or not Jeff Brown created
the logo?
A Yes. 9:27AM

Q When did those conversations occur? 9:27AM
A In June of 2006.
Q Were those over the phone?
A Yes.
Q Do you recall any of the conversation? 9:28AM
A Well, yes. At that time, Jason Wallin gave me the story of the advertising on the Web site, which it was agreed that Jeff Brown would run the Patriot Guard Riders store and create income from that. That was the agreed-to between Jason and Jeff. And that Jason 9:28AM would, from the Google ads, create income from the Google ads, both of them, for funding the time and effort they put into getting the organization running.
Q Are you aware that Jeff Brown is claiming ownership of the PGR mark with the slogan "Riding with 9:28AM Respect"?
A Yes, I am.
Q And do you agree with his claims of ownership?
A I believe that the Patriot Guard Riders logo needs to be properly with the Patriot Guard Riders, 9:29AM Incorporated. I think the organization needs to own its own logo.
Q Let's talk about the slogan -- the mark with the slogan "Standing With Those Who Stood For Us." I think you said it was created -- well, when was it created? 9:29AM

A It was probably created or the idea was 9:29AM conceptualized probably in late November of 2006 with store opening in, like I said, early December of 2006.
Q What store opened in early December 2006?
A The Patriot Guard Riders authorized a company to 9:29AM begin selling merchandise. We put the logo -- I mean, we put that particular merchandise physically incorporated into our own Web site and contracted for sale of the products.
Q Is that the first store that sold merchandise with 9:30AM a PGR logo that was opened by the PGR as opposed to Jeff Brown?
A Yes, it was.
Q And is the company that you're referring to CDM?
A Yes, it is. 9:30AM
Q Were you on the board when the PGR, Incorporated, decided to use CDM?
A Yes, I was.
Q Were there con calls about that?
A Yes, there was. 9:30AM
Q Can you describe those for me?
A Well, when any inference whatsoever to Jeff Brown was removed from the Web site, up to and including our history at the very beginning was removed from the Web site, it was determined that people were screaming 9:31AM

about what am I going to do for my merchandise now. So 9:31AM Ed Mueller was put in charge of a committee to locate products and -- and acquire bids and estimates for that service. And he had a friend in the business who owned CDM, who said that they would take it on and create the 9:31AM merchandise with no money up-front. There was no money at the time. There was no money up-front and he would own the entire inventory and the Patriot Guard Riders would, in turn, take the profits from whatever he sold it to us for. 9:31AM
Q So did Ed Mueller solicit any other bids or estimates?
A If I recall, the committee talked to a couple of people and -- or, there was a report from Ed was that the committee had looked at it and this looked to be 9:32AM the most profitable deal.
Q Who owned the inventory, Ed Mueller or CDM?
A CDM owned the inventory.
Q Why were the references to Jeff Brown removed from the Web site? 9:32AM
A Basically because Bonnie and Ed were entirely scorned and irrational by the actions of what they felt Jeff had done and arbitrarily were -- were removing any linkage of Jeff Brown that they possibly could.
Q Was there a board of director's vote or decision 9:33AM

to remove those references? 9:33AM
A I believe -- well, yes and no. There were some matching times where Ed proceeded and made a call and then came back to the board. And there were some 9:33AM references at times where the board would vote, like, whether his store was going to remain to be allowed operational.
Q Describe those for me.
A Well, the gist of it was that Bonnie had basically -- prior to that, I think the history is 9:33AM extremely important -- had rather harshly removed and fired various members for any -- any interference to Jeff whatsoever. When Jeff was removed, she gave us a standing offer that he would close the store and turn everything over to the Patriot Guard Riders. Wanted 30 9:33AM days to clear his inventory or approximately 30 days. Wanted a rational period of time to clear his inventory and ask that he be listed as the founder emeritus of the Patriot Guard Riders, neither of which I personally thought was an extremely flamboyant thing to do at the 9:33AM time. I thought it was extremely prudent. And Snap was with me. Me and Bill Lines were the only ones who had contact with Jeff Brown at this particular point. Basically, Bonnie and Ed were pretty emotional in the deal and decided that was entirely unacceptable. And I 9:33AM

want to take sides with one or the other. But at this 11:10AM
point, if they're asking you questions and you want the
truth, then the only way to do it is to be
unrepresented.
MS. BRU: Dave, we're ready to pass the 11:10AM
witness. I don't know if you want to take a break.
MR. MARR: If it's all right with Ronny, I
just have a few questions relating to the trademark.
And I don't know if he anticipated, I won't take too
much more of your time, Ronny, would you like to 11:10AM
continue and finish it or would you like to take a
break?
A Sure, we can go ahead. That's fine.
MS. BLUE: Dave, one second. This is
Rachel before you go forward. Courtney has to 11:10AM
leave. She's got to go speak at another seminar, so
she's going to be leaving us, but I'll be here so
continue, okay?
MR. MARR: Okay. That's fine.
MS. BLUE: Okay. Go ahead. 11:10AM

CROSS EXAMINATION

BY MR. MARR:
Q Ronny, before Jeff Brown resigned from the PGR,
were you ever aware that he claimed to own the PGR
trademark as an individual? 11:11AM

A I have no specific knowledge that he claimed to 11:11AM
own the trademark as an individual. I mean, like I
said, I knew that he owned the store.
Q Was it your understanding that Jeff Brown's use of
the trademarks, PGR trademarks, was on behalf of the 11:11AM
corporation or on behalf of himself as an individual?
A I never really put much thought into it. I always
thought that the logo up to that point was just part of
the Patriot Guard Riders and I assumed that it was our
logo. 11:11AM
Q When you say "our," what are you referring to?
A "Our," the Patriot Guard Riders.
Q The organization or the corporation?
A Yes. The physical Patriot Guard Riders,
Incorporated. 11:12AM
Q Okay. You said that -- when did you testify that
you originally became a board member? What month and
year was that?
A I originally became a board member in 2006, at the
same approximate time as Bonnie Cutler. The board had 11:12AM
been a three-man board until then and it was expanded
to a five-man board.
Q Okay. And that was -- I'm sorry, go ahead.
A I found out later that was never, you know,
officially put in the bylaws or anything until 11:12AM

November, but we operated as a five-man board from June 11:12AM
forward.
Q Okay. I believe you testified that you became
aware that the store was -- the PGR store was owned by
Jeff Brown sometime in June of 2006, is that correct? 11:13AM
A That's correct.
Q Based on your -- well, did you become aware at the
same time that Jeff Brown claimed ownership of the
trademarks?
A No, never thought to -- never thought to go down 11:13AM
that road. I just knew that Jeff owned the store at
that time, based on conversation with Jason Wallin and
Jeff Brown himself and later Snap.
Q Did you ever see any posts by Jeff Brown on the
Web site prior to October of 2006 claiming that -- or 11:13AM
admitting that he owned the store?
A Truthfully, no. I never -- never saw anything
prior to that, official. That doesn't mean it wasn't
out there, that just meant I never saw it or
participated in it. 11:14AM
Q Did you ever see any indication on Jeff Brown's
store Web site indicating in any way or any indicia
that he as an individual owned that store?
A I, frankly, never looked. I just got myself and
went down the road, so I did not see anything that said 11:14AM

that, but I was not looking. 11:14AM
Q At some point during your testimony you testified
that you knew what Twister's store was. Prior to
October of 2006, was there an indication on the Web
site that it was "Twister's" store? 11:14AM
A I don't know. Prior to November of 2006, I had
never spent more than ten minutes thinking it was worth
investigating.
Q Okay. Let's see. Then in June of '06, you
testified that you and Jason and Bill Lines, in short 11:15AM
order, became aware that Jeff owned the store, is that
correct?
A Yes. And I don't know that Bill Lines -- me and
Bill talked about it probably in August, but I know me
and Jason and Jeff were talking independently about it 11:15AM
as early as June of 2006.
Q Did you ever tell that to Ed Mueller or Bonnie
Cutler?
A No. At that time, Ed Mueller wasn't even an
associate of the board of directors. He was, I 11:16AM
believe, the head forum moderator or national captain,
somewhere in there. And as I said, me and Bonnie never
really saw eye to eye on a lot of things and
communication extremely broke down shortly after that
but, no, I never much confided in Bonnie much. 11:16AM

1 Q Did you tell other members of the head shed in 11:16AM
2 June of '06, that you had learned that Jeff owned the
3 store as an individual?
4 A No, not necessarily. I didn't discuss it with
5 anybody. 11:16AM
6 Q I believe you testified that in October of '06 is
7 when it became public knowledge that Jeff owned the
8 store, is that correct?
9 A That's the best of my knowledge, yes.
10 Q Why do you think that there was such an uproar 11:17AM
11 among the membership upon learning that Jeff Brown
12 owned the store?
13 A Well, I have to say that it wasn't -- at that
14 time, there wasn't an uproar amongst the membership at
15 large. There were probably five people, Tony Turner, 11:17AM
16 Monica, Monica Mead, Allen Mullis, a small group of
17 people on the east side who, like I said, were a very
18 focal minority, but just wouldn't quit raising cain.
19 Most of the people, I felt at that time, couldn't care
20 one way or the other. 11:17AM
21 Q Was it publically known that Jeff Brown was
22 profiting as an individual from the store sales?
23 A Not to my knowledge. Like I said, I knew and I
24 knew that Jason and Snap knew and, frankly, as the
25 board of directors, I pretty much spent most of my time 11:18AM

1 and most of my efforts in the national administration 11:18AM
2 and jumped out on the Web site when a fire broke out to
3 try to maintain calm. And that's when it really got
4 nasty was in late October of 2006.
5 Q I see. Did you know to the extent of the -- do 11:18AM
6 you know the extent of the process that Jeff Brown was
7 making from the store sales?
8 A I had no clue.
9 Q Do you know now?
10 A No, I don't know now. You know, he said in his 11:18AM
11 e-mail that's his and Bonnie's store and nobody's
12 business.
13 Q Okay. Just a few more questions. When did the
14 org con call that you testified about to remove Jeff
15 Brown take place? 11:19AM
16 A Saturday, I would have to look at it, but I
17 believe the first Saturday in November, Jeff was at
18 Snap's house, like I said, and I believe it was the
19 first Saturday in November.
20 Q Of? 11:19AM
21 A Of 2006.
22 Q Okay. Was that before or after the con call
23 wherein the board authorized Jason Wallin to file the
24 trademark on its behalf?
25 A That was before. The trademark -- Jeff's issue 11:19AM

1 was handled first, followed shortly by a negotiation to 11:20AM
2 gain the store, in which point somebody discovered that
3 there was an official trademark and the board elected
4 to have Jason pursue officially trademarking.
5 Q And you testified that at that time you knew that 11:20AM
6 Jeff Brown was using the mark, but did you know that he
7 was using it as an individual or did you know that he
8 was using it on behalf of the organization?
9 A I knew that he was using it as an individual, but
10 I also was really aware of the large amount of money 11:20AM
11 he'd invested into the Patriot Guard Riders through
12 that. And then myself, at that particular time, I
13 personally didn't see what the big deal was all about.
14 I was talking to Jeff independently that there's
15 character I talked about, I call him Uncle Bubba, and 11:21AM
16 Uncle Bubba thinks he's a rocket scientist and he's --
17 he's about a half wit in reality. And I told Jeff that
18 I don't think that Uncle Bubba would understand this
19 because that's -- it was starting to -- this was
20 probably right before Jeff went out of town after the 11:21AM
21 furor had already started.
22 Q I see. In your opinion, as of, I believe it was,
23 November 8, 2006, when the board authorized Jason to
24 file the trademark on the organization's behalf, who
25 was using the mark in connection with the missions that 11:21AM

1 were being conducted to honor our fallen soldiers? 11:21AM
2 A That's a pretty broad sweeping statement. I mean,
3 everybody wanted Patriot Guard Riders merchandise,
4 everybody wanted to be identified as Patriot Guard
5 Riders merchandise on missions. So the Web site was 11:22AM
6 using it, the individual riders were using it,
7 Twister's store was using it. Just a pretty broad
8 sweeping range of folks were Patriot Guard Riders.
9 Q Okay. Before Jeff Brown resigned from the PGR,
10 did you have any knowledge with regard to any type of a 11:22AM
11 license or permission allegedly being presented by Jeff
12 Brown to the PGR organization and/or corporation to use
13 the PGR trademarks?
14 A No. I'll go back to I had never spent more than
15 ten minutes researching it. I knew Jeff Brown owned 11:23AM
16 the store and I knew that the Patriot Guard Riders was
17 using it. And it might be naivety on my part, but I
18 never saw a conflict of interest.
19 Q Did you and the PGR leadership, at the time that
20 you authorized Jason Wallin to tried to file the 11:23AM
21 trademark application on the corporation's behalf, did
22 you believe that the trademark was owned by the
23 organization?
24 A Yes, I did. I thought it represented the
25 organization and it was so fundamentally tied to our 11:23AM

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@valornet.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

EXHIBIT 10

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 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.

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

EXHIBIT 11

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

JEFF BROWN,
Opposer and Petitioner,
vs.
PATRIOT GUARD RIDERS, INC.,
Applicant and Respondent.

Opposition No. 91181448
Serial No. 77/040,379

- -

THE DEPOSITION OF JEFF BROWN,
produced as a witness on behalf of the Applicant and Respondent, in the above-styled and numbered cause, taken on the 14th day of October 2008, in the City of Tulsa, County of Tulsa, State of Oklahoma, before me, Marlene Percefull, Certified Shorthand Reporter, duly certified under and by virtue of the laws of the State of Oklahoma.

A P P E A R A N C E S

FOR THE OPPOSER AND PETITIONER:
Ms. Courtney L. Bru
Ms. Rachel Blue
Attorneys at Law
320 S. Boston
Suite 500
Tulsa, OK 74103

FOR THE APPLICANT AND RESPONDENT:
Mr. David J. Marr
Mr. James A. O'Malley
Attorneys at Law
105 W. Adams St.
Suite 3600
Chicago, IL 60603

ALSO PRESENT: Mr. Bill Richart

I N D E X

WITNESS	PAGE
Jeff Brown	
Direct Examination by Mr. Marr	4
Cross Examination by Ms. Bru	113
Redirect Examination by Mr. Marr	128
Signature Page	133
Reporter's Certificate	134

EXHIBITS

RESPONDENT'S

Number		Identified	Offered
1	Notice of Depo	4	
2	Notice of Opposition	9	
3	E-mail 12-5-07	48	
4	Petitioner Answer	58	
5	Opposer's Responses	60	
6	Opposer's Responses	62	
7	2-27-06 Savage letter	78	
8	OGR Web site	99	
9	E-mail 3-27-08	101	
10	PGR Invoice	103	
11	Twister's Invoice	105	
12	House Resolution 731	106	
13	PGR Riders Store	109	

(Whereupon, the deposition began at 9:03 a.m.)

JEFF BROWN,
having first been duly sworn to testify to the truth, the whole truth and nothing but the truth, testified as follows:

DIRECT EXAMINATION

BY MR. MARR:
Q Good morning.
A Good morning. 9:03AM
Q You understand that oath and understand what it means?
A Yes.
Q You understand that any willful, untrue statements you make while you're under oath are perjurous? 9:03AM
A Yes.
MR. MARR: Okay. We'll do the usual stipulations according to the federal rules?
MS. BRU: (Nods head up and down.)
MR. MARR: And this is Deposition Exhibit 1, which is the notice. 9:03AM
MS. BRU: Let's go ahead and note on the record that respondent's exhibits are the applicant's.
MR. MARR: Right. Respondent's exhibits 9:04AM

are the applicant's exhibits. Opposer's exhibits 9:04AM
were marked petitioner's.
Q Okay. Can you identify that document for me, please, Mr. Brown?
A Notice of deposition. 9:04AM
Q Okay. And just note for the record that this deposition is taking place pursuant to this notice. Okay. You sat through the depositions yesterday?
A Yes, sir.
Q So you understand the general format. Have you 9:04AM
ever had your deposition taken before?
A No.
Q Okay.
A I don't think. I don't remember that I have.
Q I think you would remember. Same instructions, 9:04AM
basically, that Courtney gave to Patriot Guard Rider witnesses. If you don't hear a question, ask me to repeat. If you don't understand it, ask me for an explanation. If you want to take a break, washroom, whatever, feel free to do that at any time. And, 9:05AM
again, like Courtney asked of the witnesses yesterday, the only thing I do ask is that you don't ask for a break in the middle of a question.
A Okay.
Q Okay. Do you have any other questions about 9:05AM

procedure? 9:05AM
A No.
Q Okay. Could you state your full name for the record, please?
A Jeffrey Allen Brown. 9:05AM
Q Are you known by any other names currently or have you been in the past?
A Twister.
Q Okay. That's your ride name?
A Road name, yes. 9:05AM
Q Road name.
A Same thing.
Q What is your current address?
A 8321 South Eighth Street, Broken Arrow, Oklahoma.
Q How long have you resided there? 9:06AM
A Eight years.
Q What's your date of birth?
A July 27, 1947.
Q Did you review any documents in preparation for this deposition? 9:06AM
A How far back do you want to go?
Q Specifically for this.
A For this particular?
Q Yes.
A No.

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

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

1 MS. BRU: I'm going to object to this 9:23AM
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 9:24AM
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 9:24AM
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 9:25AM
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.? 9:25AM
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 9:26AM

1 exactly did you become aware of that post? Was it 9:26AM
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 9:26AM
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. 9:26AM
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? 9:26AM
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. 9:27AM
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. 9:27AM

1 Q Okay. Did you think it was filed a week before 9:27AM
2 November 9th?
3 A Absolutely.
4 Q A month before?
5 A Absolutely. 9:27AM
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 9:27AM
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. 9:28AM
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 9:28AM
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? 9:29AM

1 A It was in November of 2006. I don't remember the 9:29AM
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? 9:29AM
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 9:29AM
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. 9:30AM
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. 9:30AM
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. 9:30AM

1 2006, when this application was filed, you cannot 10:06AM
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 10:06AM
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: Object for a whole lot of
10 reasons. 10:06AM
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. 10:07AM
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. 10:07AM
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 10:07AM

1 No. 16, which is your trademark application? 10:07AM
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 10:08AM
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? 10:08AM
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 10:08AM
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. 10:08AM
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. 10:09AM

1 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 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. 10:12AM
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? 10:12AM
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 10:13AM
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. 10:13AM
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 10:14AM
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 10:14AM

1 particular statement? 10:14AM
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 10:14AM
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 10:15AM
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? 10:15AM
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 10:15AM
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? 10:16AM

1 MS. BRU: Objection, relevance. You can 10:16AM
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 10:16AM
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? 10:16AM
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 10:17AM
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 10:17AM
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. 10:18AM

1 Q Okay. I want to refer again to Petitioner's 10:18AM
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. 10:18AM
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? 10:19AM
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. 10:19AM
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. 10:19AM
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 10:19AM

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

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

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

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

1 license to PGR, Inc., to use the mark in a 11:35AM
2 noncommercial manner, such as use of the opposer's mark
3 on the Web site www.patriotguard.org, provided such
4 used does not resulted in physical gains, and provided
5 that PGR, Inc., agrees that it lacks authority to 11:36AM
6 transfer or permit usage of the mark or marks by any
7 other party."
8 MS. BRU: Dave, to the extent that you're
9 going to need a copy of these or more of these, we
10 would be willing to stipulate to the substantive 11:36AM
11 content of any interrogatory answer as they appear
12 in the exhibit.
13 MR. MARR: Okay.
14 Q So it's your position that you orally licensed the
15 PGR to use the mark for noncommercial purposes, is that 11:36AM
16 correct?
17 MS. BRU: Objection to the extent that it
18 calls for a legal conclusion, and I'm going to
19 instruct Jeff not to answer to the extent that it
20 would involve an attorney/client privilege 11:36AM
21 communication.
22 Q You can answer the first. You cannot disclose
23 attorney/client privilege information, but you can
24 answer my question. Is it your position that you
25 licensed the mark for noncommercial purposes to the PGR 11:37AM

1 organization? 11:37AM
2 A Yes.
3 Q Okay. And by "organization," I mean the
4 preincorporation organization.
5 A Yes. 11:37AM
6 Q Okay. And did you also give a separate license to
7 the corporation once the PGR was incorporated to use
8 the mark for noncommercial purposes?
9 MS. BRU: Objection, relevance. You can
10 answer. 11:37AM
11 A A separate, no.
12 Q So your position is that you licensed the
13 organization prior to its incorporation to use the mark
14 for noncommercial purposes?
15 A Verbally, yes. 11:38AM
16 Q But that you -- that you did not license the
17 corporation PGR Corporation?
18 A No. I did not issue a separate license.
19 Q Okay. In your opinion, did the same license that
20 you granted orally to the organization permit the 11:38AM
21 corporation to use the mark for noncommercial purposes?
22 MS. BRU: Objection. That's a legal
23 conclusion. You can answer only if you know the
24 answer.
25 A Well, I don't know what the legal definition of 11:38AM

1 commercial is. It is what's in this amended answer to 11:38AM
2 that interrogatory.
3 Q That defines commercial versus noncommercial,
4 correct?
5 A Right. 11:39AM
6 Q My question to you was: Was the PGR corporation
7 licensed, orally licensed, to use the mark for
8 noncommercial purposes?
9 MS. BRU: Same objection.
10 A Yes. 11:39AM
11 Q And was it the same oral license that permitted
12 the organization to use the mark for noncommercial
13 purposes and the corporation to use the mark for
14 noncommercial purposes?
15 MS. BRU: Same objection. 11:39AM
16 A Yes.
17 Q Okay. With one license, not two?
18 A Right.
19 Q Did the PGR organization approach you about the
20 possibility of obtaining a license to use the mark for 11:40AM
21 noncommercial purposes?
22 A For noncommercial purposes?
23 Q Yes.
24 A I don't believe so. I can't think if anyone
25 approached me regarding -- 11:40AM

1 Q Did they approach you regarding a license for 11:40AM
2 commercial purposes?
3 A Yes.
4 Q When did that occur?
5 A If I remember correctly, it would have been after 11:41AM
6 my resignation and after Jason Wallin filed the
7 trademark.
8 Q Okay. Recall that I'm using the term "PGR
9 organization" to refer to the preincorporation
10 association. 11:41AM
11 A Oh, I'm sorry.
12 Q Okay.
13 A Then, no.
14 MS. BRU: Can you ask that question again?
15 Q Sure. Did the PGR organization approach you about 11:41AM
16 the possibility of obtaining a license to use the mark
17 first for commercial purposes? That's my first
18 question.
19 A Preincorporation?
20 Q Yes. 11:42AM
21 A And the answer is no.
22 Q Okay. Does your answer change if I ask you
23 whether they approached you to use the mark for
24 noncommercial purposes?
25 MS. BRU: I don't like that question. I'm 11:42AM

1 going to ask you to ask it differently. 11:42AM
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? 11:42AM
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. 11:42AM
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.) 11:43AM
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? 11:43AM
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 11:43AM

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

1 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.
5 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,
10 e-mailed it to Jason Wallin, who was building the Web 11:46AM
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
15 someone -- 11:46AM
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
20 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?
25 Q Organization. You testified that you granted an 11:47AM

1 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
5 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
25 answer. 11:48AM

A At that time, I was the organization. 11:49AM
Q You, as an individual, were the organization?
A I founded the organization and came up with the logo and said, Jeff, why don't you use that.
Q You said it to yourself, Jeff? 11:49AM
A Well, I'm being facetious, but --
Q There were no other members of the organization at the time that you granted the oral license?
A At the time that I came up with the logo, I don't know that anyone else had joined. 11:49AM
Q What about at the time that you granted the oral license to the organization for use on noncommercial purposes?
A Well, it would have been Jason Wallin that put it on the Web site. 11:50AM
Q Was he a member of the organization at that time?
A Yes.
Q So you weren't the only individual in the organization at the time that you granted the oral license? 11:50AM
A No, I was not the only member when I sent it to Jason Wallin, obviously, but at the time that I came up with the logo, I very possibly could have been the only member.
Q That's fine. I understand that. I'm asking you 11:50AM

questions about at the time that you granted the oral 11:50AM license.
A If I designed the logo, and I said to myself, I'm going to put this -- this is going to be the logo for the organization, that is, in my mind, granting 11:50AM permission, even if it's to me. I don't know what you're asking me, Mr. Marr.
Q Let me break it down. Was there or was there not an organization in place at the time that you granted the oral license for noncommercial purposes to the 11:51AM organization?
A Well, again, if I designed the logo, I don't remember whether anyone else had already joined when I did that or not. I cannot remember.
Q And you don't remember any other terms or 11:51AM provisions in the oral license?
A No, other than it was strictly for noncommercial use at the time I sent it over to be used on the Web site, if that's what you're considering the time that the license started or was issued. Other than it was 11:51AM noncommercial, there were no other stipulations.
Q Was the license an exclusive license or nonexclusive license?
MS. BRU: Objection. Calls for a legal conclusion. If you want to define those terms, 11:52AM

Q Did you intend to permit only the PGR organization 11:52AM to use the mark for noncommercial purposes, or did you intend that you would grant other oral licenses to other parties to use the mark?
A I don't think I really thought that far ahead on 11:52AM it.
Q Could the oral license be transferred by the organization to another party?
A I, again, don't think I thought that far ahead on it. 11:52AM
Q Was there any restriction with regard to which geographical area of the United States the corporation could use the license?
MS. BRU: Objection to the extent it calls for a legal conclusion. 11:53AM
Q You can answer the question.
A These are all questions that, in my mind, would have required a great deal more preparation than I have put into this.
Q Did you receive any consideration, money or 11:53AM otherwise, for granting the oral license?
A No.
Q Did the PGR organization somehow acknowledge that they had received the license to use the mark?
MS. BRU: Objection, relevance. You can 11:53AM

answer. 11:53AM
A Not that I recall. I mean, Jason may have said, "Hey, I got it."
Q Did you dictate how and where the organization used the mark? And I will specify again for 11:54AM noncommercial purposes.
A I think later on I probably -- I can't think of a circumstance, but I'm not quite sure. I feel like I did, but I can't think of a specific instance.
Q Did the PGR organization agree to maintain a 11:54AM consistent level of quality in its use of the mark for noncommercial purposes?
MS. BRU: Objection, relevance.
Q And if so, what would that quality be?
MS. BRU: Same objection. 11:55AM
A They -- no.
Q Did you advise the organization that you would be monitoring their use of the mark under the license?
MS. BRU: Objection, relevance. You can answer. 11:55AM
A No.
Q You identified Jason Wallin as an individual who would have knowledge of the oral license. Are there any other individuals who would have knowledge of the license? 11:55AM

A I would think anyone that went to the Web site and 11:55AM
saw the logo being used.
Q And you have no written documents evidencing the
oral license?
A No. 11:55AM
Q No other type of documentation or use, audio or
video recordings, nothing evidencing the oral license?
A Not that I can think of.
Q Was there a term on the license, that it lasts for
a certain period of time? 11:56AM
A At one point -- probably at more than one point,
but during preliminary negotiations after my
resignation with PGR corporate, I had put a one-year
term on use of the logo renewal annually.
Q That was a license you proposed after your 11:56AM
resignation from --
A Yes, those offers were not accepted.
Q With regard to the oral license for noncommercial
purpose that you did grant to the organization, which
is the same license you testified that was granted to 11:57AM
the corporation, were there any termination provisions?
Could either party end the license?
A No.
Q Were there any sort of notices that were to be
provided in connection with the license or a breach 11:57AM

thereof? 11:57AM
MS. BRU: Objection, relevance.
A I'm not sure I understand what you mean.
Q If, for example, the corporation decided they no
longer wanted to use the mark, did it have to provide 11:57AM
you notice that it no longer --
A No.
Q Do you understand the term "good will" as it
applies to trademarks?
MS. BRU: Objection to the extent it calls 11:58AM
for a legal conclusion. If you know, you can
answer.
A No.
Q When the PGR organization incorporated in February
of 2006, was there any sort of written acknowledgment 11:58AM
of the existence of the oral license?
A I don't know.
MR. MARR: Okay. Let's go off the record
for a second.
(Following a lunch recess at 11:58 a.m., 1:10PM
proceedings continued on the record at 1:11 p.m.)
Q I'd like to introduce Respondent's Exhibit No. 7,
take a quick look at those, Mr. Brown. It's a group of
documents that relate to the incorporation of the
Patriot Guard Riders. Do these documents look familiar 1:11PM

to you? 1:12PM
A Yes, sir.
Q They appear to be the incorporation papers and the
bylaws that relate to the Patriot Guard Riders, Inc.,
Oklahoma corporation? 1:12PM
A Yes, sir.
Q Do you recall submitting this document to the
Oklahoma Secretary of State or any of these documents?
A Not personally, no.
Q Who did it for you? 1:13PM
A I'm assuming Thomas Winters.
Q He was your attorney acting in connection with
this incorporation?
A Yes, sir.
Q Why did you decide to incorporate the 1:13PM
organization, the PGR organization, at the time it was
incorporated in February of 2006?
A Why? I'm sorry, why did we?
Q Why did you decide? You were an organization
prior to this, correct? 1:13PM
A Yeah.
Q Okay. Why did you decide to incorporate?
A We had been getting a lot of questions about
things like liability on a ride if someone gets hurt.
We had also been getting questions about donations, 1:13PM

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

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

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

A I'm assuming he is. He purports to be. 3:25PM
Q Do you know if he's ever been on the board of directors with PGR?
A I have no idea. Looks like here his name is Ray instead of Ron. 3:25PM
Q I think that -- is that not Raymond and Pam Russell?
A Oh, could be, yeah.
Q Who are Raymond and Pam Russell?
A PGR members, I'm assuming. 3:25PM
Q Okay. Do you have any formal training or education about trademarks?
A No.
Q About licenses?
A No. 3:26PM
Q Are you a lawyer?
A No.
Q When you gave the organization as opposed to the corporation -- when you gave the organization permission to use the mark, the logo, who was the 3:26PM leader of your organization at that time?
A I was.
Q Did you, as the individual owner of the logo, grant yourself, as the leader of the organization, the logo? 3:26PM

A Did I grant them? 3:26PM
Q Did you take off an owner hat, an individual hat, and put on a PGR hat and give the organization permission to use the logo?
A Yes. 3:27PM
Q Did you think that you could terminate the permission to use the logo at any time the organization -- let me rephrase that. Did you think that you could terminate the organization's permission to use the logo at any time? 3:27PM
A Well, at the time, I considered myself to be the owner of the logo. I was the executive director of the organization, so I could have stopped using it or terminated it, depending on which hat I had on at any time. 3:27PM
Q What was your intent in giving PGR organization permission to use the logo for noncommercial purposes?
A It was just to be a symbol, a graphic symbol of what the organization hopefully would become, so that when people saw, they would know who we were. 3:28PM
Q Why did you resign from PGR, Incorporated?
A In a very brief capsulized reason, I had a no-confidence vote from the board of directors and what amounted to a three-to-two vote. I could have voted and tied with Jason Wallin, controlled the servers and 3:28PM

1 the Web site. Jason Wallin knew that I had him down 3:28PM
2 solid for embezzlement. All he had to do was throw the
3 switch and it would have shut the PGR down in a
4 heartbeat and there wouldn't have been anything I or
5 anyone else could have done about it. 3:29PM
6 Q That's why you didn't vote?
7 A (Nods head.)
8 Q How much money had you given to PGR organization
9 and corporation from the sale of PGR merchandise at the
10 time that you resigned? 3:29PM
11 A The number that was posted on the financials from
12 the PGR, if I remember correctly, was $72,000 and some
13 odd change.
14 Q Do you know what percentage of profits that figure
15 represents? 3:29PM
16 A No.
17 Q Did you have different concerns after you resigned
18 about how the logo would be used by PGR, Incorporated?
19 A Sure.
20 Q Did you feel that it was necessary to place 3:30PM
21 additional restrictions on the use of the mark, the
22 logo?
23 A I felt like it would be necessary at some time or
24 possibly necessary.
25 Q Is that because you were no longer going to be 3:30PM

1 involved in running the organization? 3:30PM
2 A Yeah. And from the tone of what was happening, in
3 regards to me personally by members of the board of
4 directors, and those that staged the coup, I was not
5 confident with how the organization was going. 3:30PM
6 Q Who paid the Winters King firm?
7 A For what?
8 Q For the advice and the help that they gave to
9 incorporate the organization?
10 A Oh, I paid for the incorporation of Patriot Guard 3:31PM
11 Rider, Inc. I don't know if any other monies were paid
12 after I left or not.
13 Q Were you ever reimbursed?
14 A No.
15 Q Did you ever get a paycheck drawn from a PGR 3:31PM
16 account?
17 A No.
18 Q Have you ever been on mission ride in Kansas?
19 A Yes.
20 Q Were there American Legion Riders there? 3:31PM
21 A Yes.
22 Q Did you wear the PGR logo?
23 A Yes.
24 Q Were you ever approached by an American Legion
25 rider and asked about ownership of the logo? 3:32PM

1 A Not that I can remember. Most American -- well, I 3:32PM
2 won't say most, but a lot of American Legion riders are
3 also Patriot Guard Rider members.
4 Q You said that there was an occasion where Ed
5 Mueller approached you and said something to you -- 3:32PM
6 I'll defer to the transcript, but something along the
7 lines if you ever want to sell the store, let me know.
8 Did that happen before or after you resigned?
9 A Well, it was over the telephone and it happened
10 before I resigned. 3:32PM
11 Q You sat in on the depositions, the discovery
12 depositions yesterday, correct?
13 A Yes.
14 Q I'm going to show you -- I only have one copy of
15 this. I'll show it to you guys first. This is 3:33PM
16 Petitioner's Exhibit 26 from yesterday. It's one page.
17 If everybody wants a copy in front of them for
18 questions, I can run around the corner and make copies.
19 MR. MARR: Ask your questions for now.
20 MS. BRU: Okay. 3:34PM
21 Q This is what appears to be a forum posting from 15
22 November 2006 by Jason Wallin, Waldo, regarding the
23 challenged coin design. Paragraph 2 states that,
24 "Forbidden design elements include the copy-written
25 logo that Jeff Brown drew as we only have permission to 3:34PM

1 use it on the Web site, but not in marketing material." 3:34PM
2 Is that consistent with your understanding of the
3 permission that you granted PGR?
4 A Yes.
5 Q Would you look at Respondent's Exhibit 13? 3:35PM
6 A Got it.
7 Q Who is Richard Wilbur?
8 A Richard Wilbur goes by the road name Indy Harley,
9 and I'm assuming he's still the Indiana state captain.
10 Q While you sat on the board of directors, did the 3:36PM
11 organization or the corporation have an issue with the
12 Indiana group?
13 A I vaguely remember something, but I don't remember
14 the details and I don't know how serious it was.
15 Q Are you and Richard Wilbur friends? 3:36PM
16 A At one time we were, but, no, not anymore.
17 Q Look at the first e-mail on PGR 00805 of
18 Respondent's Exhibit 9. You'll see a signature line,
19 Richard Wilbur, Indy Harley, Indiana PGR, Incorporated,
20 state captain. Next line says "We Stand For Those Who 3:37PM
21 Stand For Us" trademark. Are you aware that that
22 phrase has been trademarked?
23 A No, I've never seen that phrase before.
24 Q Go to Respondent's Exhibit 10. It's a one-page
25 document. This invoice says, "If mailing, please 3:37PM

include a copy of this invoice with payment." At the 3:37PM
time that this invoice went out on 3-18-2006, would you
ship merchandise to individuals before they would send
payment for merchandise?
A I still do. 3:38PM
Q How much did it cost to ship this order?
A Oh, I don't know. I don't remember.
Q Why is there not a line down here that says
shipping under the total?
A I paid for shipping. 3:38PM
Q Do you use your personal funds to pay for
shipping?
A Yes.
Q Were you ever reimbursed for that?
A No. 3:38PM
Q Where would you deposit payment once you received
it?
A In the bank.
Q Go to Respondent's Exhibit 11. I still don't see
a line item for shipping costs. 3:38PM
A No. This is actually a hand invoice that is only
used if someone can't or, for some reason, doesn't want
to order online. They will either call me or send me
an e-mail, and that's when this invoice is used, but I
pay the shipping on those items. 3:39PM

Q Who was the customer for this invoice? 3:39PM
A This is apparently just a blank invoice. I don't
know where it came from. Either that, or it's been
whited out. Apparently, it's been whited out because
there's a date on it. 3:39PM
Q Okay. Were you -- when you used these invoices
that said Twister's, and you paid shipping costs, were
you ever reimbursed for those shipping costs by anyone?
A No.
Q When the invoices changed and the term "Twister's" 3:40PM
started to appear on the invoices, was there any
corresponding change in the vendors that you used?
A No.
Q Was there any corresponding change in the way the
store did business? 3:40PM
A No.
Q Was there any corresponding change in where you
warehoused goods?
A No.
Q Where would you warehouse goods? 3:40PM
A In my spare bedroom and my garage.
Q Have you always warehoused goods there?
A Yeah.
Q Can I get you to look at Respondent's Exhibit 12?
Did you write this resolution? 3:40PM

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

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

EXHIBIT 8

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

JEFF BROWN,

Opposer,

vs.

Opposition
No. 91181448

PATRIOT GUARD RIDERS, INC.,

Applicant.

The deposition of JASON DUANE WALLIN, taken in the above-entitled cause, before SUZANNE THALJI, Certified Shorthand Reporter of the State of Illinois, on August 1, 2011, at 150 North Michigan Avenue, Suite 2700, Chicago, Illinois, pursuant to notice, commencing at 1:58 p.m.

REPORTED BY: SUZANNE THALJI, CSR, RMR, CRR
LICENSE NO.: 084-002337
JOB NO.: 168210B

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1 APPEARANCES:

2

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17

ALSO PRESENT:
18

MR. WILLIAM HAROLD RICHART II
19

20

21

22

23

24

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1 I N D E X

2 WITNESS

3 JASON DUANE WALLIN

4 EXAMINED BY PAGE

5 MR. O'MALLEY 5

6 MS. PERRY 66

7 APPLICANT'S EXHIBITS

NUMBER	DESCRIPTION	PAGE
Exhibit 10	Emails dated 11/9/05, BROWN008012-13	9
Exhibit 11	Emails dated 11/9/05, BROWN008010	14
Exhibit 12	11/10/05 email from Wallin to Brown, BROWN 010356	17
Exhibit 13	Emails dated 11/10/05, BROWN008009	23
Exhibit 14	Trademark/Service Mark Application, Principal Register, Serial No. 77040379	25
Exhibit 15	Emails dated 11/10/05, BROWN 010371	27
Exhibit 16	11/11/05 email from Brown to Yunker, et al., PGR 006896-97	30
Exhibit 17	Cycle Connections printout, PGR 006920-27	39
Exhibit 18	11/10/05 email from Olsen to Brown, BROWN 010354	45
Exhibit 19	Emails dated 11/11/05, PGR 002226-27	46

24

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1 APPLICANT'S EXHIBITS

NUMBER	DESCRIPTION	PAGE
Exhibit 20	Emails dated 11/11/05, BROWN008007-08	49
Exhibit 21	11/12/06 email from Brown to Yunker, et al., PGR 002228	52
Exhibit 22	Emails dated 11/12/05 and 11/13/05, BROWN 010378-80	54
Exhibit 23	11/15/05 email from Brown to Calloway, et al., PGR 002231	56

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1 JASON DUANE WALLIN,
2 having been first duly sworn, was examined and
3 testified as follows:
4 DIRECT EXAMINATION
5 BY MR. O'MALLEY:
6 Q. Jason, I am Jim O'Malley. To my left
7 is Dave Marr. We represent Patriot Guard
8 Riders, Inc. in connection with this trademark
9 opposition that has been filed by Jeff Brown.
10 Have you ever had your deposition taken
11 before?
12 A. No.
13 Q. No, okay. So do you know how a
14 deposition works?
15 A. Understanding of this would be
16 basically that you would ask questions, I'm
17 under oath, and it's recorded. Is that a fair
18 statement?
19 Q. Sure. I will kind of give you a brief
20 reminder here. What is going to happen is I am
21 going to ask you a bunch of questions relating
22 to this trademark opposition and matters
23 pertaining thereto, and you will have to answer
24 them under oath. The other lawyer here, Jenna

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1 Perry, represents Jeff Brown, and she will also
2 be allowed to ask you questions too at the end
3 of our back and forth if she so chooses. The
4 court reporter is taking everything down, will
5 prepare a written record of everything that's
6 said, which is referred to as a transcript. If
7 you want to, you can review the transcript to
8 check if it's accurate, make any corrections
9 before signing it. Do you understand all of
10 that?
11 A. Um-hum.
12 MS. PERRY: Yes?
13 MR. O'MALLEY: I'm sorry.
14 A. Yes, yes.
15 Q. I haven't gotten to that point yet. It
16 is very important that you understand the
17 questions and give accurate answers. If there's
18 anything that you don't understand or anything
19 that you don't know or aren't sure of, let us
20 know, okay?
21 A. Okay.
22 Q. Getting to that now, please be sure to
23 verbalize your answers to make it easier for the
24 court reporter. So don't nod or shrug --

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1 A. Okay.
2 Q. -- or anything like that.
3 Are you feeling good this afternoon?
4 A. Yes.
5 Q. Are you under any kind of medications
6 that would impact your ability to get through
7 this deposition?
8 A. No.
9 Q. No? Okay. Let's get started here.
10 First exhibit I am going to introduce is
11 Applicant's Exhibit number -- actually, I
12 apologize. Let me back up a little. Can you
13 state your full name for the record?
14 A. Jason Duane, D-u-a-n-e, Wallin,
15 W-a-l-l-i-n.
16 Q. Okay. And what is your address?
17 A. 848 17th Street, Moline.
18 Q. Moline?
19 A. 61265.
20 Q. Okay. And where do you work?
21 A. I work for a Fortune 500 company in IT,
22 John Deere specifically.
23 Q. Okay. And what is your educational
24 background?

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1 A. I have an associate's degree and some
2 post-associate's degree work but just a little
3 bit.
4 Q. Okay. And were you in the military?
5 A. Yes, I was.
6 Q. Can you provide me with some of your
7 information about your military career?
8 A. During my time in the military, it was
9 from -- I'm going to have to think about this
10 here for a second. Regular Army is where I was
11 in there. Left for basic training it would have
12 been February of -- I want to say '95, something
13 like that.
14 Q. Okay.
15 A. And then -- it might have -- actually,
16 '96, I'm sorry, and then carried through till
17 '98, and after getting out of the military
18 there, I was E3, private first class.
19 Q. Okay. I apologize. I don't know
20 the --
21 A. Specializing in information technology
22 and communications for the military there.
23 Q. Okay. And then so when did you end
24 your military career?

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1 A. '98.
2 MR. O'MALLEY: '98, okay. Let's introduce
3 this exhibit. This is going to be Applicant's
4 Exhibit No. 10. Just so you know, we've had
5 prior exhibits already.
6 (Applicant's Exhibit 10 was
7 marked for identification.)
8 BY MR. O'MALLEY:
9 Q. This is Applicant's Exhibit No. 10,
10 which was produced by Jeff Brown, Bates number
11 BROWN008012 to BROWN008013. In the middle of
12 this page is an email from Jeff Brown,
13 jeffbrown@valornet.com, to somebody by the name
14 of Husky and to somebody named Wallin, Jason D.
15 That's you?
16 A. That's me, yes.
17 Q. And this was sent on Wednesday,
18 November 9, 2005, "Subject: PGR." Do you
19 recall this email?
20 A. It was very typical to one of the ones
21 that we had there. This precise one I didn't
22 recall, but in the early days it was just a
23 matter of sending out emails when we knew that
24 somebody was going to be protesting and who was

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1 closest to it, and if anybody was in the area,
2 if we can do anything.
3 Q. Okay. Prior to this date had you ever
4 been in contact with Jeff Brown?
5 A. No.
6 Q. So this was your introduction to him
7 basically, him sending you an email?
8 A. Correct, yeah. I think if we look --
9 I'm trying to figure out the chronology here.
10 It looks like, yeah, this probably would have
11 been the first one, yes.
12 Q. And so in here he says "Hey Guys,"
13 referring to you and to somebody named Husky,
14 saying, "Preacher just sent me your email
15 address to put you on the PGR notification list.
16 Either of you near Beatrice, Nebraska? Let me
17 know and I'll send you details." Then he says
18 "Welcome aboard...a couple of things. If you
19 know other riders that want to get involved,
20 regardless of any organization, let me know and
21 I'll put them on the list. Send me any
22 information you want distributed. Thanks, Jeff
23 Brown 'Twister.'"
24 And now you sent what appears to be a

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1 response to him there, right?
2 A. Right.
3 Q. Can you read off what you responded?
4 A. "I live just outside of Greeley and
5 will be there on Friday with 7 confirmed biker
6 patriots we will be trying to meet up about
7 11:20 and roll in mass. I am currently working
8 with the hog chapters in the area and some of
9 the motorcycle social clubs. His funeral is
10 listed the whole schedule but not on the main
11 page.
12 "As I know more tomorrow, I will update
13 you."
14 Q. And then your signature?
15 A. Right.
16 Q. Tell me more about this funeral that
17 you were going to.
18 A. That would have been -- at that time
19 frame would have been Tyler MacKenzie which was
20 just several miles from my house there, and we
21 got together with some of the other people I
22 knew, bikers that I had worked with and then
23 some of the other organizations just to try to
24 get a response put together there.

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1 Q. Sure, okay. Now, did Jeff Brown tell
2 you about this funeral that was going on, or was
3 this something that you were aware of on your
4 own?
5 A. I believe that it was something that we
6 found out through local media, that it was there
7 in addition to it being on the Westboro site.
8 Q. Okay. Sounds good. Okay. In
9 connection with this -- let me back up here. At
10 the bottom of this space here, there's kind of
11 like some what look like equal signs, and it
12 says "Here's what's listed" -- this is as a part
13 of the email from Jeff Brown to you and to
14 Husky. It says, "Here's what's listed, in case
15 you've not checked their site recently. If you
16 know riders in these areas, regardless of any
17 group affiliation, pass it along and encourage
18 them to join in a Patriot Guard Ride to to,"
19 double tos, "honor our fallen heroes and support
20 their families. If anyone has contact
21 information for rides in these areas, please
22 pass it along to me and I will see it gets out.
23 Thanks, Jeff Brown 'Twister,' Broken Arrow, OK."
24 Did you know what he was referring to

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1 when he said "Patriot Guard Ride" at the time?
2 A. Basically the assumption was made and
3 this would have been -- you know, after seeing
4 it on the Internet with the folks directly in
5 Kansas there, the American Legion riders that
6 would go because initially the Westboro Baptist
7 folks would stay in pretty close proximity to
8 where they were at from Topeka there. I
9 think -- and I can't say this for sure, but my
10 belief is that, you know, as they became more
11 effective at blocking them out, that they kind
12 of had expanded the horizon to which they were
13 willing to travel to go to protest at some of
14 these funerals.
15 Q. Okay. So this group from Kansas, what
16 did you refer to them as?
17 A. The Patriot Guard was their initial
18 name that they had used there, but they were the
19 American Legion riders from Topeka, and I
20 believe there were some other folks from the
21 Salina area as well.
22 Q. Now, had you heard that name Patriot
23 Guard before you came to know Jeff Brown --
24 A. Yes.

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1 Q. -- or after?
2 A. Before.
3 (Applicant's Exhibit 11 was
4 marked for identification.)
5 BY MR. O'MALLEY:
6 Q. Before, okay. Thank you. This exhibit
7 is Applicant's Exhibit No. 11, which was
8 produced by Jeff Brown and is identified as
9 BROWN008010. This email, the bottom part of
10 it -- feel free to check if you like, but I will
11 put forward that it's identical to the bottom
12 part of the email that was in Exhibit 10, but
13 there is a new response from you that you have
14 replied to that email again. Can you tell me
15 what your second response is here?
16 A. Basically that the domain name was
17 available. We had bought it, and I was offering
18 to host it for Jeff or host it for the
19 organization, which focal point was shifting to
20 Jeff at that time.
21 Q. Okay. And what was the domain name?
22 A. Patriotguard.org.
23 Q. Okay. Why did you -- let me first back
24 that up. Did Jeff ask you to purchase this

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1 domain name?
2 A. No.
3 Q. Did you tell him you were going to do
4 that prior to doing it?
5 A. I think we just did it because we
6 needed a better way than just email to
7 communicate.
8 Q. Okay. Is there a reason -- sorry,
9 strike that.
10 Why was the domain patriotguard.org the
11 domain that was purchased?
12 A. The org part was for the organization
13 and Patriot Guard being the shortest name
14 available. That was it so --
15 Q. Okay. Sounds good. And so you offered
16 to host this domain name. What do you mean by
17 you can host it?
18 A. Put up a website and use that to convey
19 some information out there about where we were
20 needed.
21 Q. Okay. So you were proficient in --
22 A. Yes.
23 Q. -- building websites, creating websites
24 so others could view and use it?

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1 A. Yes.
2 Q. Okay. And so the date on this, when
3 did you send your email?
4 A. Looks like also November 9, which would
5 be the same as the other exhibit.
6 Q. Okay. Thank you. Actually, can we
7 back up? I'm sorry. I forgot to mention one
8 thing here. In your statement it says "Btw,"
9 which I assume means by the way --
10 A. Correct.
11 Q. -- "you now own patriotguard.org domain
12 name."
13 A. Right.
14 Q. What did you mean when you said you now
15 own this?
16 A. It was basically as the national
17 coordinator, we provided that name there. It
18 wasn't that I was buying it personally for Jeff.
19 Q. Okay. So you were buying it for the
20 organization?
21 MS. PERRY: Objection. That's leading.
22 Please rephrase.
23 BY MR. O'MALLEY:
24 Q. So who were you buying this for then?

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1 A. For the organization.
2 (Applicant's Exhibit 12 was
3 marked for identification.)
4 BY MR. O'MALLEY:
5 Q. Okay. Thank you. This is Applicant's
6 Exhibit No. 12, which was produced by Jeff Brown
7 and identified as BROWN010356. Do you recognize
8 this document?
9 A. Yes. It looks like an email that I had
10 sent there, basically the setup for Pfc Ryan
11 Tyler MacKenzie's funeral there in Greeley.
12 Q. And what was the date of this email?
13 A. It would have been 10th of November.
14 Q. And who were you sending this to?
15 A. It looks like just directly to Jeff
16 Brown.
17 Q. And so in there you say everyone. Does
18 that mean -- in the "To" line it shows Jeff
19 Brown. Was this --
20 A. At this point I believe communication
21 was being done via an email list that Jeff was
22 compiling and maintaining at this point and I
23 would -- you know, six years on here, I would
24 believe that I had sent this to him to

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1 redistribute to that list.
2 Q. Okay. In there you said, "I have
3 notified the Greeley PD," police department?
4 A. Correct.
5 Q. "That we will be there and they have
6 indicated that they have spaces designated for
7 both of us tomorrow."
8 Can you kind of go through what you did
9 in connection with your contacting of the
10 Greeley Police Department?
11 A. Well, let me back one step up from that
12 there. We had contacted the funeral home where
13 the visitation was for Tyler there and, you
14 know, reached out and said, hey, can you ask the
15 family -- we know that the Westboro folks have
16 said they are going to be there. Can we also --
17 you know, would it be okay if we were there and,
18 if so, we'll make the arrangements and take care
19 of that.
20 On the 11th -- or on the 10th, I should
21 say, we received a call back from the funeral
22 director saying that he had talked to the family
23 and that would be okay. So at that point then I
24 had contacted the police department to let them

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1 know that we would be there too and kind of
2 serve as a shield in between the Westboro
3 Baptist folks and the mourners that were coming
4 to the services there.
5 Q. Okay. Why did you contact the funeral
6 home first?
7 A. To get the family's okay because I mean
8 we didn't want to inject ourselves in one of the
9 worst days in their family's lives if they
10 didn't want us there.
11 Q. Okay. Now, did you have talks with
12 Jeff about contacting the funeral home or
13 contacting the police department before you did
14 this -- before you did that, I apologize, before
15 you contacted them?
16 MS. PERRY: Can you restate the question,
17 please?
18 MR. O'MALLEY: Sure.
19 Q. Did you have contact -- not contact.
20 Did you have any communications with Jeff Brown
21 about telling him that you were going to contact
22 the funeral home or the police department?
23 A. Yes, in the sense in -- you are going
24 to have to forgive me here with six years

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1 separation. My belief was that at this time if
2 it wasn't happening already, it was rapidly
3 evolving to the point that, you know, that was
4 how we would operate with, you know, trying to
5 get a hold of the families first to do that and
6 from that.
7 I can't give you the exact details of
8 that conversation or even for that matter if
9 that conversation took place, but I believe that
10 it well could have here. I can't say with
11 definitiveness that it did so --
12 Q. Okay. Under your signature, I guess I
13 would say your name, there is what I guess is
14 kind of commonly called a signature line?
15 A. Yes.
16 Q. And it says, "The Patriot Guard is made
17 up of all Patriotic Riders...including Clubs,
18 Associations and individuals... our Mission is
19 Honor the Soldier / support the Family and
20 Shield the Family from the idiots..."
21 Did you write that up or was -- did
22 that come from somewhere? Where is the
23 origination of that statement?
24 A. I can't honestly tell you where that

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1 came from. I mean I think in the traffic back
2 and forth between everybody that the group had
3 come up with, it probably came up with that, or
4 it was something that Jeff could have created or
5 something that we all kind of put a little piece
6 of that together. I can't honestly tell you.
7 Q. Okay. So at this time you used the
8 term everyone, and from what I understand you
9 stated that there was kind of a list out there
10 that Jeff was compiling?
11 A. Right.
12 Q. Who were the people that were on this
13 list; do you know?
14 A. Basically everybody who had heard kind
15 of what we were doing and they were wanting
16 somebody to get ahold of, that central contact
17 point was Jeff.
18 Q. And how would they have heard what you
19 were doing?
20 A. Through the different biker forums and
21 some of the news around the Internet there.
22 Q. Okay. And so would you consider --
23 sorry. I am trying to find the right wording
24 here. At this time there were other people that

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1 were on this list?
2 A. Correct.
3 Q. And you were all working together?
4 A. Yes.
5 MS. PERRY: Objection, that's leading.
6 BY MR. O'MALLEY:
7 Q. What were you all working to do?
8 A. Well, it was to set up that -- set up
9 the ability to no matter where they were at have
10 somebody that we could get in contact with. So
11 in essence it was working together to set up
12 that safety net around the country if we could.
13 Q. Okay. And so what was it that all of
14 these people would ultimately do? What was
15 their purpose?
16 A. The purpose would be to put rides
17 together just as we had done here in Greeley at
18 the other locations where the Westboro Baptist
19 folks were at the beginning.
20 Q. And who were you doing that for?
21 A. The families.
22 Q. The families?
23 A. Yes.
24

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1 (Applicant's Exhibit 13 was
2 marked for identification.)
3 BY MR. O'MALLEY:
4 Q. Okay. Thank you. This document is
5 Applicant's Exhibit No. 13, produced by Jeff
6 Brown and identified as BROWN008009. In the
7 middle part of this page, there is an email from
8 Jeff Brown dated Thursday, November 10, 2005,
9 and he is sending this email to a number of
10 people, one of whom is your name, Wallin, Jason
11 D., the third line down?
12 A. Correct.
13 Q. And the subject is "PGR Logo."
14 A. Yes.
15 Q. Can you read that email for me?
16 A. "Several people have asked about a
17 Patriot Guard Riders patches, decals, arm bands,
18 flags, etc. I like the idea and believe it will
19 enhance our presence at any service without
20 taking anything from the other organizations you
21 may belong to. I have designed a logo that I
22 think works very well for us. I am working with
23 a company to produce the stuff and will send out
24 more information as it becomes available. Also,

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1 Jason Wallin from Colorado has graciously
2 donated web hosting for us and I hope to have a
3 website up soon. The domain name reserved is:
4 patriotguard.org. I've attached the logo."
5 Q. Okay. Here he refers to Patriot Guard
6 Riders patches, decals, arm bands, flags. Prior
7 to this email, and feel free to look back at the
8 exhibits I have introduced before, have you seen
9 reference to Patriot Guard Riders specifically?
10 A. The closest thing that I think I had
11 seen at this point was the signature block in
12 Exhibit 12 there, which I don't believe directly
13 says Patriot Guard Riders, but it says Patriot
14 Guards, then referring to patriotic riders.
15 Q. Okay. And now Jeff says, "I like the
16 idea and believe it will enhance our presence at
17 any service."
18 In your opinion who is he referring to
19 when he says our presence?
20 A. I would have to believe that to be the
21 Patriot Guard or Patriot Guard Riders.
22 Q. Okay. He says he has designed a logo
23 that I think works very well for us and then
24 down at the bottom says, "I've attached the

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1 logo."
2 A. Correct.
3 Q. Now, this logo was not produced by him,
4 but do you know what that logo is?
5 A. That was the one that the trademark
6 application was filed against. It was the
7 triangle with the American -- folded American
8 flag in there.
9 MR. O'MALLEY: Okay. Let me get that here.
10 (Applicant's Exhibit 14 was
11 marked for identification.)
12 BY MR. O'MALLEY:
13 Q. Okay. This is Applicant's Exhibit
14 No. 14, which is a trademark application
15 recently printed off of the United States Patent
16 and Trademark Office's website for a mark having
17 the literal element identified as "Patriot Guard
18 Riders Riding with Respect." That's showing on
19 the first page. Can you turn to the second to
20 last page in this document, where there is a
21 color logo. Is this the logo --
22 A. That is the logo that Jeff is referring
23 to.
24 Q. -- that is being referenced here?

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1 A. Yes.
2 Q. Okay. Thank you. We can put this one
3 away for a little bit here.
4 Okay. And at this time -- sorry. Back
5 up. So then in response to this email, you send
6 an email back to Jeff Brown it appears later
7 that day on November 10 where you say, "FYI I
8 threw up a placeholder @ www.patriotguard.org."
9 What is a placeholder?
10 A. Basically, what you would see when a
11 website is under construction, you know, where
12 it has a logo and says coming soon or something
13 along those lines there with -- to the best of
14 my recollection, that placeholder consisted of
15 this logo, and it said Patriot Guard Riders site
16 coming soon.
17 Q. So the logo that Jeff Brown attached to
18 his email --
19 A. Correct.
20 Q. -- was on there?
21 Going about putting that up there, why
22 did you put that logo up on the website?
23 A. Because I thought that was the working
24 logo that we were using as the organization at

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1 that point.
2 MR. O'MALLEY: Okay. Thank you. Can we take
3 a five-minute break if that's okay.
4 (Recess taken.)
5 BY MR. O'MALLEY:
6 Q. Back on the record, please. Staying
7 with Applicant's Exhibit No. 13, at the top you
8 say, "FYI I threw up a placeholder at
9 www.patriotguard.org." Were you instructed to
10 do that?
11 A. No.
12 Q. Did anybody tell you to do that?
13 A. No.
14 Q. So you did it on your own?
15 A. Yeah. I was just so excited as I
16 recall, having a logo or some graphic to put up
17 there on that website. I just right click saved
18 it and put it out on the website.
19 (Applicant's Exhibit 15 was
20 marked for identification.)
21 BY MR. O'MALLEY:
22 Q. Okay. Thanks very much. This is
23 Applicant's Exhibit No. 15, produced by Jeff
24 Brown, identified as BROWN010371. In this

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1 document there are two emails. First kind of in
2 the middle is an email from Jeff Brown to you
3 dated Thursday, November 10, 2005. In there he
4 says, "Jason, If you get a few minutes after you
5 return from the ride, I'd sure appreciate a
6 brief report that we can post on the website."
7 Is there a reason why he's asking for
8 this information?
9 MS. PERRY: Objection. That's speculation.
10 MR. O'MALLEY: You can answer.
11 MS. PERRY: You can answer.
12 MR. O'MALLEY: You can answer.
13 THE WITNESS: Okay.
14 MS. PERRY: We are both going to do that.
15 A. Okay. Well, no, like I say, I had
16 never done a deposition before so -- I would
17 imagine it would be to share the experience one
18 has with the group at large so --
19 BY MR. O'MALLEY:
20 Q. Okay. Was Jeff Brown going to be at
21 this ride?
22 A. No.
23 Q. No, okay. And then in response to this
24 email, there is a response from you to Jeff

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1 Brown dated November 10, 2005, a little later in
2 the evening, where you say, "Sure that would be
3 great. The other thing that would be helpful I
4 think would be a faq or how to organize one of
5 these that I planned to type up afterwards."
6 And then you say: I had a chance to
7 talk to the funeral director and it sounds like
8 their intent is to use the wonderful sound of
9 drag pipes to silence the protestors. They have
10 us parking with the pipes facing them.
11 Just for my knowledge, what are drag
12 pipes?
13 A. The things that make Harleys sound like
14 Harleys.
15 Q. So, in other words, if you were to have
16 a speaker, you would be facing the front of the
17 speaker, the sound coming out directed at them?
18 A. That would be correct, yes.
19 Q. Fair analogy, okay. So basically in
20 essence by saying "Sure that would be great,"
21 you agreed to provide what Jeff was asking for?
22 A. Yes.
23 Q. Okay. And then you also were
24 suggesting some other things that would be

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1 helpful. What did you mean by an FAQ?
2 A. Basically, a frequently asked question
3 because, you know, as this was new and it was
4 starting to take off there, none of us had a
5 clue as to what we were doing. I mean, you
6 know, if we found something that worked, we
7 could kind of share that information amongst
8 ourselves there and kind of -- you know, what's
9 common amongst all of the different rides.
10 (Applicant's Exhibit 16 was
11 marked for identification.)
12 BY MR. O'MALLEY:
13 Q. Okay. Sounds good. This is
14 Applicant's Exhibit No. 16 which was produced by
15 PGR and identified as PGR 006896 to PGR 006897.
16 This is an email from Jeff Brown dated Friday,
17 November 11, 2005, at 5:18 p.m., which is sent
18 to a number of people and some associations in
19 there, but also your name is in there, correct,
20 as one of the recipients?
21 A. Yes.
22 Q. Okay. Can you take a look at this
23 email and tell me what it is, what's happening?
24 A. Basically, I think this is one of our

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1 very early ride reports in which we kind of, you
2 know -- as was mentioned in whatever this other
3 number here was, 15, that it's a brief report
4 that we can post on that website there and then,
5 you know, I think -- you know, I think that was
6 the intent with it, was kind of a breakdown of
7 how everything went and whether or not the
8 Westboro folks were there.
9 Q. Okay. So my reading of it, kind of an
10 obituary --
11 A. Correct.
12 Q. -- for Tyler MacKenzie?
13 A. Right.
14 Q. But then on the last sentence here,
15 there is a statement that says, "Jason Wallin,
16 our Colorado State Captain, headed up our
17 presence there and post these photos and will
18 post a write up later," and then there's a
19 website listed and it says "WBC (World's Biggest
20 Cretins) were there.
21 "Thanks to Jason and all who rode."
22 And then there's "Jeff Brown 'Twister,'
23 Broken Arrow, OK, Patriot Guard Rider,
24 www.patriotguard.org."

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1 A. Yes.
2 Q. When he's talking here, it says "our
3 Colorado State Captain." What is Jeff referring
4 to, if you know?
5 A. My expectation is that that was the
6 state captain for the Patriot Guard Riders
7 organization.
8 Q. Okay. And then the same where he says
9 "headed up our presence there"?
10 A. Yes.
11 Q. That applies to the Patriot Guard
12 organization as well?
13 A. Yes.
14 Q. And then he says "Thanks to Jason and
15 all who rode." Was Jeff Brown there?
16 A. No, he was not.
17 Q. He was not, okay. Going back to
18 Exhibit 15 where -- let me make sure I have my
19 numbers correct. Okay. So in Exhibit 15 Jeff
20 Brown had sent you a request saying "after you
21 return from the ride, I'd sure appreciate a
22 brief report that we can post on the website."
23 Did you provide information to Brown pursuant to
24 his request in Exhibit 15 that he is then using

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1 to send out the email in Exhibit 16?
2 MS. PERRY: Can you rephrase that question?
3 MR. O'MALLEY: I'll try.
4 MS. PERRY: I am not sure I understand it.
5 MR. O'MALLEY: It got a bit long here.
6 Q. So in Exhibit 15 Jeff Brown says,
7 "Jason, If you get a few minutes after you
8 return from the ride, I'd sure appreciate a
9 brief report that we can post on the website."
10 A. Yes.
11 Q. Did you ever provide such a report to
12 Jeff, if you recall?
13 A. To the best of my knowledge, I can't
14 fully recall that I did put one together, but if
15 we take a look at the list of who was sent out
16 there, there are several of the riders who were
17 with us there that day which was myself, Hugh
18 Knaus. Let me see if anybody else was in that
19 list. I believe that's it to the best of my
20 knowledge. But with that said, I think -- I
21 don't know. I mean there really could have been
22 two sources for this one being -- I had
23 submitted it there where some of it could be
24 posted from the obituary as well, but the

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1 obituary certainly wouldn't have had that I was
2 there or that the Westboro Baptist folks were
3 there.
4 Q. Okay. Sticking with Exhibit 16, he
5 says here that, "Jason Wallin, our Colorado
6 State Captain, headed up our presence there and
7 post these photos and will post a write up
8 later," and then there is a website which is
9 www.wallininc.com/pix, and it goes on?
10 A. Right.
11 Q. How was Jeff aware of this website and
12 that there were photos?
13 A. I would have had to have shared it with
14 him.
15 Q. Okay.
16 A. It's not something that would have just
17 been publicly exposed out there.
18 Q. Okay. Speaking of the funeral that you
19 attended for -- is it private first class --
20 A. Yes.
21 Q. -- Tyler MacKenzie?
22 A. Correct.
23 Q. Can you tell me a little bit about that
24 ride, like what happened, what you did in

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1 preparation for it?
2 A. There were about 30 of us that had
3 gotten together for that, you know. It was
4 several of the people who we knew from the hog
5 owner group as well as some folks that I had
6 worked with and just some family friends and
7 stuff that we had known.
8 Basically, what we had done is we had
9 taken the, you know, group, got together and
10 rode in basically, you know, several different
11 smaller groups into staging at the funeral
12 there. In addition to that, you know, we had
13 had printed out some copies of the logo since it
14 had just come out a couple days before that and
15 put those in the windshield of the bikes that
16 did have those as well.
17 Q. How did you put them in?
18 A. With Scotch tape.
19 Q. Scotch tape, okay. Did that work well?
20 A. No.
21 Q. No?
22 A. But --
23 Q. Okay. When you arrived at the funeral,
24 did you still have logos?

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1 A. Well, we had some more in the saddle
2 bag and then we retaped what --
3 Q. Retaped?
4 A. Yes.
5 Q. Okay. So these were then taped only to
6 your bikes?
7 A. Correct.
8 Q. Not on somebody's clothes --
9 MS. PERRY: Objection. That is leading.
10 BY MR. O'MALLEY:
11 Q. Okay. How did you get from wherever
12 you started from to the funeral?
13 A. Okay. Like on the road you mean or --
14 Q. Yes. Were there certain roads that
15 were taken?
16 A. Well, we had a contingent coming on the
17 interstate, and then we took U.S. 34 in to
18 Greeley, the business -- 34 to -- I don't know
19 what the exact cross street is. I think I've
20 got it in one of these other exhibits and then
21 surface streets inside of Greeley there to 49th
22 Avenue.
23 Q. At the funeral, when you are at the
24 funeral now and your group is at the funeral,

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1 what went on there?
2 A. Basically, you know, early Patriot
3 Guard Rider activity was we'd fire up the bikes
4 and make them so we were louder than the
5 Westboro folks so the family didn't have to see
6 that on that day.
7 Q. Did you have involvement with the
8 family or communications with the family?
9 A. Through the funeral director for this
10 first one but generally as we became more
11 refined with it, it was directly with the family
12 in most cases.
13 Q. What about with any individuals from
14 the WBC?
15 A. No, no communication at all.
16 Q. Who all were in attendance at that
17 funeral, if you know?
18 A. From the Patriot Guard side or from the
19 WBC side?
20 Q. Wherever.
21 A. Okay. Well, the Westboro Baptist folks
22 were there. Conjecture, ten, eight of them,
23 something like that, but basically what could
24 fit in a large van because they had a large van

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1 they came in to town with and then --
2 MS. PERRY: Can I get a clarification here?
3 Are you speaking of just this first one?
4 THE WITNESS: That's what I am speaking of
5 now.
6 MR. O'MALLEY: Yes, yes, yes.
7 MS. PERRY: Okay.
8 A. And then, you know, I don't remember,
9 but I think it was somewhere between 20 and 30
10 bikes that the Patriot Guards had there as well,
11 you know, kind of set up in between them in the
12 parking lot there of the church, and then the
13 mourners and family in attendance as well as the
14 military honor guard was there as well so --
15 BY MR. O'MALLEY:
16 Q. Okay. Was there any media there?
17 A. Yes. They did have the local Fox
18 affiliate was there as well.
19 Q. Did anybody from your group have
20 communications with the media?
21 A. I didn't directly, and I don't know if
22 anybody did or did not, but I'm sure they got
23 shots of the bikes up and down as they were
24 filing their news story there.

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1 Q. Okay. Was anybody who was in
2 attendance at the funeral other than your group,
3 did anybody talk to you or to others that you're
4 aware of asking who you were, what you were
5 doing?
6 A. I think we had had some people come up,
7 and we kind of indicated that, you know, hey,
8 we're the Patriot Guard, to make sure that the
9 idiots across the way couldn't ruin that day
10 for -- or make that day any worse for the family
11 than it already was.
12 Q. Was the family appreciative of --
13 A. They had said so.
14 Q. -- your efforts?
15 A. Yes.
16 MR. O'MALLEY: Okay. Let's skip to the next
17 one. Are we on 17? I just want to make sure.
18 MR. CALLAS: Seventeen.
19 (Applicant's Exhibit 17 was
20 marked for identification.)
21 BY MR. O'MALLEY:
22 Q. Okay. This is Applicant's Exhibit
23 No. 17 which was produced by PGR and identified
24 as PGR 006920 to PGR 006927. This is -- I

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1 apologize. Are you familiar with this document?
2 Have you seen it before?
3 A. Yeah. I think it's one of the early
4 Cycle Connections magazine articles they had
5 done with us here.
6 Q. What is Cycle Connections?
7 A. A motorcycle magazine and then they had
8 an online presence as well.
9 Q. Okay. And this is their website,
10 www.cycleconnections.com?
11 A. Yes.
12 Q. Okay. Do you subscribe to this?
13 A. No, I don't currently.
14 Q. Did you -- I was about to say at the
15 time, but we haven't discussed when it is. So
16 let's back up.
17 A. Okay.
18 Q. So on the front here, the first page,
19 there is kind of a header that says "Veteran
20 Riders," correct?
21 A. Yes.
22 Q. And then on the next page there is -- I
23 don't know if it is a subheading that says
24 "Patriot Guard Riders." If we can flip kind of

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1 to the back, go to what is PGR 006925 and again
2 kind of midway down it says "Printer Friendly
3 Version," and it says "Veteran Riders," and then
4 it appears to have a number of dates listed
5 below those with some kind of a title or heading
6 associated with them.
7 A. Right.
8 Q. Going to the next page, PGR 006926, if
9 you go about midway down, there is one that says
10 "1/1/2006," and it says "Patriot Guard Riders"
11 next to it. Is that correct?
12 A. Okay. Yes.
13 Q. Does that mean anything to you?
14 A. Well, if you look, it's got the same
15 title as on page 2 there. I don't -- can't
16 confirm that as a matter of fact, but that would
17 be what I would speculate.
18 Q. Sure. Okay. Let's go to PGR 006922.
19 Okay. Third paragraph down here -- let me start
20 with this. Do you know -- did Jeff give a lot
21 of interviews?
22 A. We all did in the early days, so, yes,
23 we did.
24 Q. Okay. So it's not uncommon for him to

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1 give interviews?
2 A. Correct.
3 Q. If you can go to the third paragraph,
4 it says "I sincerely request"?
5 A. Yes.
6 Q. Can you read that paragraph and then
7 the next line after that?
8 A. Okay. "I sincerely request that each
9 and every one of my readers visit
10 www.patriotguard.org and if it is in your heart,
11 join this fine group. If you cannot join but
12 agree with their mission, please pass their
13 message on to others. I want to thank Jeff
14 'Twister' Brown, National Director of the
15 Patriot Guard Riders, for his time and for
16 sharing information with me for this article.
17 "Jeff also took time out of his busy
18 schedule for the following interview."
19 Q. Okay. So who in your opinion is giving
20 these responses?
21 A. Jeff Brown.
22 Q. Okay. Can we fast forward two pages to
23 PGR 006924?
24 A. Okay.

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1 Q. It appears that -- I am guessing the
2 interviewer who is going by CC. Can you read
3 the first thing where it says, "Tell us about
4 your first mission?"
5 A. Okay. "You talk about dramatic! There
6 are pictures of it on our website. I believe it
7 was in Greeley, Colorado, and in fact a local TV
8 station did an interview, and we hadn't been in
9 existence but maybe two days and this one rider
10 rode up there and parked his bike in front of
11 the protesters and I'll tell you what, I'll give
12 him credit, he literally sat there very
13 stoically and make his presence known."
14 Q. When you read this statement by Jeff,
15 is there anything wrong with it, off with it?
16 A. I think we got a couple of these
17 swapped around because as we were getting
18 started, they were fast and furious. I mean I
19 can't speak exactly to that. I can guarantee
20 you the one in Greeley had more than a single
21 rider with it there. I know at the same time, I
22 believe the same date, as a matter of fact, that
23 David Olsen had one up either in Minnesota or
24 Wisconsin. He lived right on the border up

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1 there and went by the screen name Ole there and
2 he actually -- they did have video of him as
3 well on the local news that was posted and made
4 available online.
5 Q. Now, he says when -- the interviewer
6 was asking tell us about your first mission. So
7 would one of those or both of those be your
8 first mission then? Is Jeff accurate in that?
9 A. Timeline, yes, that would be an
10 accurate statement.
11 Q. But they were both happening the same
12 day?
13 A. Correct.
14 Q. And so --
15 A. And actually just -- if I can jump back
16 to -- what was that one? I know I saw his name
17 here a second ago. What exhibit do you have
18 here? That is 16, David Olsen, which was the
19 one who had done that by himself, is also listed
20 in that report from the 11th there.
21 Q. Okay. And so this is talking about
22 from what you said the mission -- I'm sorry if I
23 am categorizing that wrong now.
24 When you attended the funeral service

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1 in Greeley, Colorado, you had stated before that
2 was on November 11, 2005?
3 A. Correct, veterans Day.
4 Q. In here Jeff says "and we hadn't been
5 in existence but maybe two days and this one
6 rider rode up there." Is that your
7 understanding of when the Patriot Guard Riders,
8 whatever it's called, organization, association,
9 group, came in to being?
10 A. That would be my understanding with the
11 emails that started out there.
12 (Applicant's Exhibit 18 was
13 marked for identification.)
14 BY MR. O'MALLEY:
15 Q. Okay. This is Applicant's Exhibit
16 No. 18, which is produced by Jeff Brown and
17 identified as BROWN 010354. Can you take a look
18 at this document and tell me what it appears to
19 be?
20 A. It looks like this is David Olsen
21 reaching out to Jeff saying, hey, we've also got
22 this one on Veterans Day there as well, and the
23 WBC folks are looking like they're going to be
24 there, so let's go ahead and -- let me know if I

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1 can do anything to help since he's in the area.
2 Q. Okay. And this is a funeral in Hudson,
3 Wisconsin, so this is what you were referring to
4 before?
5 A. Correct.
6 Q. Okay. And so this is the one where one
7 person showed up?
8 A. Yes.
9 Q. Okay.
10 A. That would be David.
11 Q. Do you know -- and if you don't know,
12 please tell me, but do you know whether this
13 David Olsen advised other individuals that he
14 was with the Patriot Guard Riders?
15 A. I specifically can't answer that.
16 Q. Do you know whether he did something
17 similar to what you did, printing out the logo
18 and putting it on his bike?
19 A. I'm not certain he did that either.
20 (Applicant's Exhibit 19 was
21 marked for identification.)
22 BY MR. O'MALLEY:
23 Q. You don't know, okay. That's fine.
24 Okay. This is Applicant's Exhibit No. 19, which

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1 was produced by PGR and is identified as
2 PGR 002226 through PGR 002227. This document
3 again has two separate emails associated with
4 it. If you go kind of midway down, there is a
5 note that says "Original Message" and says from
6 Jeff Brown, sent Friday, November 11, 2005, at
7 9:28 p.m., which is sent to a number of people
8 and associations, and your name appears to be
9 included in that list. Is that correct?
10 A. That is correct.
11 Q. Okay. And the subject of this says
12 "PGR Mission Statement - Important!" And Jeff
13 says, "Hey Folks, I need to know if anyone has
14 any problems with or suggestions for this as our
15 PGR Mission Statement. Your feedback ASAP would
16 be greatly appreciated. This will be on our
17 website. Thanks, Jeff Brown 'Twister,' Broken
18 Arrow, OK, Patriot Guard Rider,
19 www.patriotguard.org." And below that is a
20 Patriot Guard Riders mission statement.
21 A. Yes.
22 Q. What was Jeff asking for here?
23 MS. PERRY: Objection. That calls for
24 speculation.

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1 BY MR. O'MALLEY:
2 Q. In your impression -- you received this
3 email -- what did you think Jeff was asking for?
4 A. In my opinion he was soliciting
5 feedback for the mission statement, what may or
6 may not need to be changed in that before it got
7 posted to the website.
8 Q. Okay. And the email at top here is
9 from somebody by the name of Preacher, dated
10 Friday, November 11, 2005, at 9:30, sent back to
11 Jeff Brown as well as to you and to everybody
12 else that was on the original email; is that
13 correct?
14 A. Correct.
15 Q. And what is Preacher's response?
16 A. Basically making a tweak to it saying
17 let's make it gender neutral there from the way
18 it originally read.
19 Q. Okay. So there is something in this
20 Patriot Guard Riders mission statement that Jeff
21 sent out --
22 A. Right.
23 Q. -- which was not gender neutral?
24 A. That's what I'm looking for here. It

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1 might have been under No. 1, "our fallen hero,
2 his family, and his community."
3 (Applicant's Exhibit 20 was
4 marked for identification.)
5 BY MR. O'MALLEY:
6 Q. Okay. Thank you very much. This is
7 Applicant's Exhibit No. 20, which was produced
8 by Jeff Brown. It is identified as BROWN008007
9 through BROWN008008. Okay. Again, here there
10 are two email messages as a part of this
11 document. The first identified not quite midway
12 down again says "Original Message." It's from
13 Jeff Brown, dated Friday, November 11, 2005,
14 8:48 p.m., to Wallin, Jason D., and that's you,
15 correct?
16 A. Yes.
17 Q. Okay. Can you read what Jeff has
18 stated in his email?
19 A. "Jason, I hate to be a pain in the ass,
20 but if you get a minute, could you throw this up
21 on the web page. Please don't be bashful about
22 letting me know if I'm taking advantage.
23 Thanks, Jeff." And then the mission statement
24 below that.

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1 Q. Okay.
2 A. And it looks like the one with the
3 changes in it.
4 Q. With the changes, so that it's now
5 gender neutral?
6 A. Correct.
7 Q. Okay. How do you know that?
8 A. Under No. 1 there we've got "fallen
9 heroes, their families, and their communities."
10 Q. Okay. As opposed to what it said
11 before, "his family and his community"?
12 A. Correct.
13 Q. Okay. And then in response to that you
14 send an email, appears later that night, and you
15 said "Done"?
16 A. Right. I am assuming I threw it up on
17 the web page.
18 Q. So at that point in time, the web
19 page -- what does the web page have on it?
20 A. It probably has a logo and a mission
21 statement, and that's about it.
22 Q. And nothing else, okay. I'm sorry.
23 Let me back up with a question. The mission
24 statement, can you tell me a little about what

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1 that is, what it means?
2 A. In my opinion it's, you know, what is
3 the overarching guiding principles of an
4 organization, you know. This is what we do, and
5 this is how we do it.
6 Q. Okay. And so what do you do? How do
7 you do it?
8 A. Correct.
9 Q. No, I'm asking. I'm sorry.
10 A. So basically, and I am going to go back
11 to your text here, that the Patriot Guard Riders
12 is an amalgamation of riders from across the
13 nation. They do one thing in common besides
14 motorcycles. It's the unwavering respect for
15 those who risk their lives for America's freedom
16 and security, you know. If you share that
17 respect, please join us.
18 And then the what we do is the show
19 respect for our fallen heroes, their families,
20 and their communities and then also protect the
21 mourning families from any interruptions created
22 by any protestor or group of protestors.
23 MR. O'MALLEY: Can we take another
24 five-minute break?

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1 MS. PERRY: Thank you.
2 (Recess taken.)
3 MR. O'MALLEY: Can we go back on the record,
4 please. I am going to pass out Applicant's
5 Exhibit No. 21.
6 (Applicant's Exhibit 21 was
7 marked for identification.)
8 BY MR. O'MALLEY:
9 Q. Okay. Applicant's Exhibit No. 21 was
10 produced by Patriot Guard Riders, and it is
11 identified as PGR 002228. This is an email from
12 Jeff Brown dated Saturday, November 12, 2005,
13 again sent to a large number of people, and I
14 believe your name is included in there. Is that
15 correct?
16 A. Yes, it is.
17 Q. Okay. And the subject is "Revised PGR
18 Mission Statement." Jeff says in there, "The
19 PGR Mission Statement has met with approval
20 after some modification. The statement was
21 rewritten to be gender neutral. I realize the
22 sacrifice and dedication of our women in service
23 and did not mean to omit them. I appreciate
24 everyone who caught that error and brought it to

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1 my attention. The revised mission statement is
2 now up and running on our website. I owe you
3 all an apology for an unintentional oversight on
4 my part. Sincerely, Jeff Brown 'Twister.'"
5 When Jeff says that the mission
6 statement has met with approval, what in your
7 opinion is he stating there?
8 A. The consensus had been reached amongst
9 everybody that he had sent that out to.
10 Q. Amongst the individuals identified on
11 this email?
12 A. Yes.
13 Q. And then he is noting -- I apologize.
14 Let me back up here. He says, "The statement
15 was rewritten to be gender neutral." Is that --
16 A. Right.
17 Q. -- in accordance with the previous
18 exhibits we discussed?
19 A. Yes, based on Dave Slocum's request
20 there.
21 Q. Okay. And then where he says, "The
22 revised mission statement is now up and running
23 on our website," why is he saying that?
24 MS. PERRY: Objection, speculation. It calls

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1 for speculation.
2 MR. O'MALLEY: Okay. You can answer if you
3 know.
4 A. I don't know right offhand, but I would
5 assume that it was after -- the previous email
6 had went out at 10:30 at night when I said I
7 posted it there, and this is 6:43 the next
8 morning so --
9 (Applicant's Exhibit 22 was
10 marked for identification.)
11 BY MR. O'MALLEY:
12 Q. Okay. That's good. Thank you. Next
13 document is Applicant's Exhibit No. 22, which
14 was produced by Jeff Brown and identified as
15 BROWN 010378 through BROWN 010380. Do you
16 recognize this document?
17 A. It looks like an email chain between
18 Jeff and I here.
19 Q. Okay. And what are the relevant dates
20 of these emails?
21 A. It would be the day after Veterans Day
22 in '05.
23 Q. So that date is November --
24 A. Twelfth.

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1 Q. Twelfth. Can I direct you to the email
2 at the bottom of the first page, BROWN 010378.
3 A. Okay.
4 Q. It says "Original Message," and it's
5 from Jason Wallin. That's you --
6 A. Right.
7 Q. -- sent November 13, 2005, to Jeff
8 Brown?
9 A. Right.
10 Q. Skip to the second sentence. You say
11 "Btw," which again I assume means by the way,
12 "do we have anyone near Galesburg, IL for
13 Tuesday?"
14 A. Right.
15 Q. And then Jeff sent a response. What
16 was his response?
17 A. "I don't think so, I spent several
18 hours last night searching the Internet for
19 Illinois based bike groups and sending out a
20 'mission call' to all of them. Hopefully we'll
21 get some response today."
22 Q. Okay. When he is talking here, who is
23 he saying -- when he says we'll get some
24 response today --

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1 A. I would assume he means the
2 organization.
3 Q. Okay. And in response to Jeff Brown's
4 email, you sent a reply email on Sunday,
5 November 13, at 8:12 a.m., so it looks like a
6 couple hours later. What did you tell him?
7 A. That I used to live in that neck of the
8 woods and let me see if I can find anybody out
9 there.
10 Q. So what was your intent behind this
11 email? What were you going to do?
12 A. Try to find some folks that would be
13 willing to help at that time, be there at that
14 service.
15 (Applicant's Exhibit 23 was
16 marked for identification.)
17 MR. CALLAS: Off the record.
18 (Discussion off the record.)
19 BY MR. O'MALLEY:
20 Q. Back on the record. This is
21 Applicant's Exhibit No. 23, which was produced
22 by Patriot Guard Riders and is identified as
23 PGR 002231. This is an email dated November 15,
24 2005, from Jeff Brown to a number of people.

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1 Are you identified as one of the
2 recipients of this email?
3 A. Yes.
4 Q. Where is that?
5 A. Jasonw@geoveritas.
6 Q. So that was one of the email addresses
7 you used at the time?
8 A. That was one of my email addresses at
9 the time, yes.
10 Q. Can you read this email for me?
11 A. "Our webmasters, Jason 'Waldo' Wallin
12 and Hugh Knaus, have been burning the midnight
13 oil on our new web site. I've seen the
14 preliminary and it will blow you away!!
15 "Anyway, I need each of you to email me
16 a photograph of you to post on the new site. As
17 a state captain, our members need to be able to
18 put a face with your name and to know who to
19 look for when they join a mission ride."
20 Q. Okay. Going back, your name, it says
21 "Jason 'Waldo' Wallin." What is Waldo?
22 A. That was my screen name that I used on
23 the site and kind of my ride name that I had
24 back then too.

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1 Q. A ride name, okay. The number of
2 people that are under the "To" category as to
3 who this email is being sent is a lot less than
4 the number of people who have been in the
5 previous emails sent by Jeff Brown it appears.
6 Is there a reason for this?
7 A. I think this was the initial winnowing
8 and putting leadership in in each one of the
9 states as we had experience and contact and
10 touch points.
11 Q. Okay. And so at this point in time, he
12 says that you and Hugh Knaus "have been burning
13 the midnight oil on our new web site." Who is
14 "our" referring to?
15 A. The organization.
16 Q. Okay. And then he says, "I've seen the
17 preliminary and it will blow you away!!"
18 So what is the status of the website at
19 that time?
20 A. We had sent him a link of where to look
21 at it. I believe we still had the placeholder
22 up at this time getting ready to turn it on
23 sometime thereafter.
24 Q. So you had it up --

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1 A. Yes, but not at www.patriotguard.org
2 yet.
3 Q. It was somewhere else?
4 A. Right.
5 Q. Okay. I will be honest. I don't
6 really know how that works.
7 Okay. But so Jeff was able to see
8 this, and so he had seen a preliminary of it?
9 A. Yes.
10 Q. Okay. Put that one away. Let's go
11 back to Applicant's Exhibit No. 14, which is the
12 trademark application. Can you take a look over
13 this document, just get yourself familiar with
14 it before I start asking questions?
15 A. Okay. Okay.
16 Q. Just going back to basics, what is this
17 application for?
18 A. Basically after Jeff had left the
19 organization, we found out as an organization
20 that it wasn't trademarked and --
21 Q. What was "it"? I'm sorry.
22 A. The logo or anything revolving around
23 the name Patriot Guard or Patriot Guard Riders
24 or any of the marks we had used as the group.

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1 So basically at the direction of the board of
2 directors, it was unanimously decided that I
3 would go fill out the web form here and we would
4 apply for the trademark.
5 Q. Okay. You said it was a unanimous
6 decision of the board of directors?
7 A. Right.
8 Q. Who was on the board of directors at
9 that time? Actually, let's step back. What
10 date was this application filed?
11 A. It looks like November 9, 2006.
12 Q. Okay. So as of that day, who is on the
13 board of directors for Patriot Guard Riders?
14 A. Myself, Ed Mueller, Ron Awtry, Bonnie
15 Cutler, Snap and -- or Bill Lines, I should say,
16 and I can't remember if Bill Richart was a forum
17 moderator or on the board at that time.
18 Q. Okay. Going through here, if you
19 scroll to the third page, at the top it says
20 "Correspondence Information"?
21 A. Okay.
22 Q. And then you get down to the signature
23 information. It says "Signature" and then
24 forward slash, "Jason D. Wallin," forward slash,

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1 "Signatory's Name, Jason D. Wallin, Signatory's
2 Position, Treasurer, Patriot Guard Riders, Inc.,
3 date signed 11/09/2006."
4 As of November 9, 2006, were you the
5 treasurer for Patriot Guard Riders, Inc.?
6 A. I believe so.
7 Q. Okay. Can you come with me to the next
8 page where there is a statement that says
9 "Declaration," and I am going to kind of read
10 through this and then stop at certain points
11 here. It says, "The undersigned, being hereby
12 warned that willful false statements and the
13 like so made are punishable by fine or
14 imprisonment, or both, under 18 U.S.C. Section
15 1001, and that such willful false statements,
16 and the like, may jeopardize the validity of the
17 application or any resulting registration,
18 declares that he/she is properly authorized to
19 execute this application on behalf of the
20 applicant."
21 Were you properly authorized to execute
22 this application on behalf of PGR, Inc.?
23 A. The board said yes.
24 Q. Okay. The next part says, "He/she

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1 believes the applicant to be the owner of the
2 trademark/service mark sought to be registered."
3 Did you believe the PGR, Inc. to be the
4 owner of the trademark/service mark sought to be
5 registered?
6 A. It was used as a function of the group,
7 yes.
8 Q. Okay. Let's skip the next part because
9 that doesn't apply to this application. Going
10 down, there is a part that says, "To the best of
11 his/her knowledge and belief" -- are you with
12 me? You have to skip about a line and a half.
13 A. Oh, okay.
14 Q. Okay. It says, "To the best of his/her
15 knowledge and belief no other person, firm,
16 corporation, or association has the right to use
17 the mark in commerce, either in the identical
18 form thereof or in such near resemblance thereto
19 as to be likely, when used on or in connection
20 with the goods/ services of such other person,
21 to cause confusion, or to cause mistake, or to
22 deceive."
23 Was that true at the time to the best
24 of your knowledge and belief that no other

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1 person had the right to use the mark?
2 A. To the best of my knowledge -- the mark
3 itself had been created by Jeff. There is no
4 debate about that.
5 Q. What do you mean by created?
6 A. Physically took the paintbrush or
7 whatever tool he uses inside his computer and
8 drew the logo. I mean we've seen that that was
9 sent forward from the organization there.
10 Q. Okay.
11 A. You know, certainly for the purposes we
12 filed this for, which was, you know, in support
13 of military and military -- support groups for
14 military and military family support, there is
15 no other organization that could use that mark.
16 Q. Okay. At the time when you filed this,
17 were you an attorney?
18 A. No. Still not one today.
19 Q. Not one today. That was my next
20 question.
21 Had you ever filed a trademark
22 application before?
23 A. No.
24 Q. Did you ever have any in-depth

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1 knowledge with regard to trademarks prior to
2 this filing?
3 A. No, other than there was a little R
4 down at the bottom of some logos, and that's
5 about the extent that I knew anything about it.
6 MR. O'MALLEY: Okay. Can we take two minutes
7 here? Can we just take a very quick break?
8 (Recess taken.)
9 BY MR. O'MALLEY:
10 Q. Back on the record, please. Okay. So
11 based on all of the exhibits that we have talked
12 about today and reviewed, who is it in your
13 opinion that is the owner of the trademark?
14 A. The organization, and that's just an
15 opinion. As we said, I'm not a lawyer, but
16 that's my opinion.
17 Q. Sure. Was it your understanding that
18 Jeff Brown owned any trademark rights in the
19 mark?
20 A. He had asserted that he had, but, you
21 know, I think because of the fact that it was
22 used as an organization before it was used as
23 the other, you know, from what I've come to
24 believe, that that does make it the

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1 organization's.
2 Q. Did you ever see or hear of Jeff Brown
3 using the Patriot Guard Riders trademark as an
4 individual?
5 A. Can you give me a little clarification
6 on the question?
7 Q. Did he ever use the mark himself other
8 than when and if he acted on behalf of the
9 organization?
10 A. When he sold stuff in his store, that
11 was his personally.
12 Q. Did you know that at the time -- or I'm
13 sorry. When did you become aware that he was
14 selling stuff on his own?
15 A. It was pretty early on. With that
16 said, I believe it would have been -- it would
17 have been somewhere between the point of when we
18 put the initial website up to the point that he
19 put his own separate website up, which I think
20 was the Patriot Guard store.
21 Q. I'm sorry. Can you repeat that?
22 A. Okay. Basically, there were two
23 separate websites for this, one being the store
24 which was Jeff's, Jeff controlled. We didn't do

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1 any update or contact control of, and then there
2 was the patriotguard.org website, which was up
3 first, you know, on November 11.
4 Q. Okay. Just give me a second here. Why
5 did you think that Jeff was using the trademark
6 as an individual rather than on behalf of the
7 organization?
8 A. You mean using the logo?
9 Q. Using the logo, yes. I'm sorry.
10 A. Because he said he was.
11 Q. Okay. Do you have any personal
12 knowledge to know whether he actually had any
13 rights in the logo?
14 MS. PERRY: Objection. That's calling for a
15 legal conclusion.
16 MR. O'MALLEY: Okay.
17 A. Right, and I don't.
18 MR. O'MALLEY: You don't, okay. We are
19 finished.
20 CROSS-EXAMINATION
21 BY MS. PERRY:
22 Q. I'm Jenna Perry, and I'm the attorney
23 representing Jeff Brown in Opposition 91181448.
24 I am going to ask you a series of questions, and

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1 I would like for you to answer them as fully and
2 truthfully as possible. You understand that you
3 are still under oath, correct?
4 A. Yes, ma'am.
5 Q. So you have the duty to answer each
6 question fully and truthfully, correct?
7 A. Correct.
8 Q. If you don't understand a question,
9 will you tell me?
10 A. You bet.
11 Q. Some of these questions are going to be
12 redundant, but I ask for your patience and
13 request that you answer each question truthfully
14 and fully as if I asked it for the first time.
15 Okay. Let's begin. You stated that
16 you were in the military for three years; is
17 that correct?
18 A. Two years.
19 Q. Two years?
20 A. From '96 to '98.
21 Q. Okay. Why did your military career
22 end? Can you explain that?
23 A. It was a hardship discharge I received.
24 Q. Can you explain further?

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1 A. Sure. Okay. Basically it was a matter
2 of I was sent -- or scheduled to be sent for a
3 three-year unaccompanied tour in Germany, and it
4 was going to pose a hardship for my wife and my
5 two kids that were here.
6 Q. Okay. And so what did you do?
7 A. Got a hardship discharge.
8 Q. Okay. Have you ever been convicted of
9 a crime?
10 A. Nope.
11 Q. Have you ever been charged with a
12 crime?
13 A. No.
14 Q. Have you ever been accused of a crime
15 by someone associated with PGR, Inc.?
16 MR. O'MALLEY: Objection, relevance, beyond
17 the scope of direct.
18 MS. PERRY: It goes to impeachment of the
19 witness, so it is absolutely relevant, but you
20 answer anyway.
21 A. I am going to go ahead and seek my
22 Fifth Amendment rights here.
23 Q. This isn't a criminal case.
24 MR. CALLAS: For the record, the reason I am

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1 here is because I am here to accompany Jason.
2 Depending on the types of questions, he will be
3 asserting his right to the Fifth Amendment,
4 which he may do under the law, and I will be
5 instructing him not to answer the questions
6 where he feels uncomfortable and he asserts his
7 right.
8 BY MS. PERRY:
9 Q. Okay. You understand that with some of
10 these questions, if you refuse to answer them, I
11 can get a motion to compel and get the answers,
12 correct?
13 MR. CALLAS: Absolutely.
14 BY MS. PERRY:
15 Q. And we will have to redo this.
16 Mr. Wallin, who is your attorney?
17 A. John Callas.
18 Q. Is Mr. O'Malley your attorney in any
19 capacity?
20 A. No.
21 Q. Have you spoken with Mr. O'Malley or
22 any other attorney with his firm before the
23 deposition today?
24 A. Yes, when he sought my testimony.

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1 Q. Explain your communications with
2 Mr. O'Malley or anybody at his law firm.
3 A. Basically they had some questions on
4 what was filed and how that was -- why
5 everything was filed the way that it was, and he
6 had asked for that about a year ago, I believe,
7 give or take. There were some statements he
8 asked me to put together as a part of this
9 trademark opposition, and then three, four weeks
10 ago, we started talking again, I believe.
11 Q. How much have you talked to
12 Mr. O'Malley or anyone at his law firm in the
13 past few weeks?
14 A. We'd had one conversation around
15 scheduling it with my ability and John's ability
16 to be here to do this and then one brief 15-,
17 20-minute conversation around some questions
18 they had.
19 Q. Okay. And is that all?
20 A. That's it.
21 Q. Okay. Did you look at any of the
22 documents that were identified as exhibits
23 before coming in today during the past few
24 weeks?

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1 A. There was a copy that was provided to
2 my attorney, and we covered those before today's
3 session.
4 Q. Did you speak to anyone besides
5 Mr. O'Malley or someone associated with his firm
6 or your own attorney prior to coming to the
7 deposition today about the matters in this
8 deposition?
9 A. Help me clarify on that. Are you
10 talking somebody involved as a party to this?
11 Q. Right. Anybody at the PGR, Inc. or
12 otherwise.
13 A. No, I have not spoken to anybody in the
14 PGR organization leadership-wise in a year, year
15 and a half.
16 Q. Why?
17 A. At my choice. They have asked me many
18 times to reach out to them, but I haven't
19 reached out to them.
20 Q. Are you still a member of PGR, Inc.?
21 A. I believe I have an account out there.
22 I haven't accessed it on the website in several
23 years.
24 Q. Why?

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1 A. Because it's better for the
2 organization that I not be an active member.
3 Q. Why?
4 A. Because that's my belief.
5 Q. Do you presently have any position at
6 the PGR, Inc.?
7 A. No.
8 Q. What was your last position at the PGR,
9 Inc.?
10 A. It was a board member.
11 Q. Specifically, what member of the board?
12 A. Board member at large because -- is
13 what the last position I had was.
14 Q. Were you terminated from that position?
15 A. It just didn't work out.
16 Q. Explain why not.
17 A. I am going to need a couple minutes
18 here -- excuse me -- for recess with my counsel.
19 Q. After you answer the question, please.
20 A. What was the question again? I'm
21 sorry.
22 MS. PERRY: Can you read the question back
23 from the transcript, please.
24 (Record read.)

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1 A. And I will answer that question in
2 saying that I was becoming a hindrance to the
3 organization.
4 BY MS. PERRY:
5 Q. Can you explain further?
6 THE WITNESS: Can I have my recess?
7 MS. PERRY: You may.
8 THE WITNESS: Thank you.
9 (Recess taken.)
10 MS. PERRY: Back on the record. Will you
11 read back the prior question before the break.
12 (Record read.)
13 A. Basically, to answer that, there
14 were -- I had tendered my resignation for the
15 position specifically due to some personal and
16 other issues there, and at that point that was
17 when I was no longer part of the organization's
18 board of directors.
19 BY MS. PERRY:
20 Q. Did anyone ever ask you to resign?
21 A. No.
22 Q. How soon thereafter did you become
23 uninvolved with PGR, Inc.?
24 A. It was roughly the same period of time.

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1 Q. And when was that?
2 A. I am going to have to go back to my
3 notes here. My attorney has that information,
4 if you would bear with me just a moment.
5 It would have been approximately
6 September of '07.
7 Q. So in approximately September of '07,
8 you resigned your position with the board of
9 directors and basically became uninvolved with
10 PGR, Inc.; is that correct?
11 A. That is correct.
12 Q. And did you say since September of '07
13 when you resigned, you haven't had contact with
14 members of the PGR, Inc. since that time?
15 A. I've had sporadic contact with a few of
16 the board members but only in very limited
17 fashion since then and no contact in the last 12
18 to 18 months.
19 Q. Do you own a corporation?
20 A. I do not.
21 Q. Have you ever owned a corporation?
22 A. Yes.
23 Q. Why did you secure the domain name
24 www.patriotguard.org?

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1 A. For the organization.
2 Q. Let me be a little bit more clear on
3 that question. Did you choose that from a
4 variety of names? Did you, for example, search
5 other names as well at the time that you were
6 registering the domain name?
7 A. Yeah. I believe we tried to get
8 pgr.org and some of the other ones, the shorter
9 names. That was the shortest name that was
10 available.
11 Q. But you searched other names as well?
12 A. Yes, for pgr.org and some other ones.
13 Q. Do you remember what other domain names
14 you searched at that time?
15 A. I think the one we wanted was pgr.org.
16 Q. Pgr.org?
17 A. Yes, but that wasn't available.
18 Q. Anything else?
19 A. I think we looked at the dot-com and
20 that was a homeland security product for banks.
21 Q. Patriotguard.com or pgr.com?
22 A. Patriotguard.com.
23 Q. And that one was --
24 A. Taken as well. Beyond that I don't

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1 recall any.
2 Q. On Applicant's Exhibit No. 11, in your
3 email to Jeff Brown, you stated that you meant
4 the organization when you put by the way, "Btw
5 you now own patriotguard.org domain name and I
6 can host it for you for free."
7 A. Yes.
8 Q. You stated earlier that you meant the
9 organization?
10 A. Right.
11 Q. Then why didn't you put the
12 organization instead of "you"?
13 A. At this point if we look through the
14 mail stack going out, I mean it's going -- on
15 the 9th we are talking two people. On
16 Applicant's Exhibit -- let me see if I can find
17 one of those -- basically it was us at that
18 time, right? I mean it was -- you know, even by
19 the 10th, we are talking what, 15 names maybe.
20 I can count them but -- 22 in Exhibit 13.
21 Q. So you did not consider it an
22 organization at that time that you wrote this
23 email?
24 A. Define organization for me.

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1 Q. You state here, "Btw you now own
2 patriotguard.org domain name and I could host it
3 for you for free."
4 A. Right.
5 Q. Why did you write "you" rather than the
6 organization or we?
7 A. Jeff was the contact point at this
8 point too for the group that was putting the
9 mail together -- or the emails together that we
10 are talking about at this point so --
11 Q. That didn't really answer the question.
12 A. I guess it would be poor phrasing on my
13 part, but with that said, you know, at this
14 point this is email between Jeff and I, right,
15 would be my contention with that, that that is
16 the root of the national organization at that
17 point.
18 Q. On November 9, 2005, had there been any
19 rides by Patriot Guard Riders at that point?
20 A. Not on the 9th that I was aware of.
21 Q. Do you know when the organization, the
22 not-for-profit organization, PGR, Inc. was first
23 incorporated?
24 A. Jeff had done that, I believe, and I

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1 would have to check. They were both
2 incorporated February '06, I believe, in that
3 neighborhood there.
4 Q. Okay. When you say they were both
5 incorporated, what do you mean?
6 A. Both Jeff's PGR store and the Patriot
7 Guard organization.
8 Q. And did you know at the time that Jeff
9 incorporated his separate organization that he
10 did that?
11 A. Well, he had already incorporated it
12 because that was a couple days before our
13 organization was incorporated, and I mean on his
14 personal dealings he wasn't including me on
15 those.
16 Q. But did you know that at that time?
17 A. At what time?
18 Q. At the time that he incorporated it.
19 A. Which one?
20 Q. Either one.
21 A. First one, no. The second one, he may
22 or may not have shared that with me. I don't
23 know.
24 Q. When did you find out about his

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1 personal LLC?
2 A. It was right in the same time that the
3 Patriot Guard was incorporated.
4 Q. So you found out about Jeff Brown's
5 separate PGR, LLC at approximately the same
6 time --
7 A. Approximately.
8 Q. -- that the PGR not-for-profit --
9 A. Was incorporated.
10 Q. -- was incorporated, yes?
11 A. Yes.
12 Q. Okay. What did you know he was doing
13 with the LLC at that time?
14 A. The Patriot Guard organization LLC or
15 the Patriot Guard store LLC?
16 Q. Okay. Let me define each one of them.
17 A. Okay.
18 Q. The PGR, LLC, the limited liability
19 company, is what Jeff Brown owned and his wife.
20 A. Okay.
21 Q. The Patriot Guard not-for-profit
22 organization is what I'm referring to as PGR,
23 Inc. or Patriot Guard Riders, Inc.
24 A. Okay. So for future terms, just for

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1 clarification, PGR, Inc. is the --
2 Q. The not-for-profit organization.
3 A. The not-for-profit organization. The
4 other piece of that was --
5 Q. LLC is the one that was owned by him
6 specifically.
7 A. Okay.
8 MS. PERRY: Now I have forgotten the question
9 that I asked. Can you read it back.
10 (Record read as follows:
11 "Q Okay. What did you know he was
12 doing with the LLC at that time?")
13 A. Okay. So just to be clear, the LLC
14 being Jeff's corporation?
15 BY MS. PERRY:
16 Q. Correct.
17 A. Okay. He was selling goods and
18 service -- or goods for -- sweatshirts, flags,
19 and that type of stuff.
20 Q. Okay. When was the first time that you
21 brought the LLC to anyone else's attention and
22 that being Jeff Brown's separate --
23 A. I cannot give you an exact date on
24 that.

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1 Q. Can you give us some kind of an
2 approximation?
3 A. I'm trying to think. That would be
4 either Kurt or Ronny and I just -- I mean it
5 would be sometime after they were both
6 incorporated.
7 Q. Shortly after?
8 A. I honestly can't tell you an exact date
9 or even month in which I would have done that.
10 Q. You stated that you hosted the
11 www.patriotguard.org site. What dates did you
12 host that?
13 A. Basically the inception through the
14 time which I resigned from the Patriot Guard
15 organization.
16 Q. So the entire time --
17 A. Yes.
18 Q. -- you were involved with the Patriot
19 Guard?
20 A. (Witness nodding.)
21 Q. Yes?
22 A. Yes. I'm sorry. I didn't realize I
23 nodded.
24 Q. During that time did you place Google

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1 ads on the patriotguard.org website?
2 MR. O'MALLEY: Objection as to the relevance
3 and beyond the scope of the direct examination.
4 MS. PERRY: You can answer.
5 A. Yes, I did.
6 Q. What did you do with the money from the
7 Google ads?
8 A. Reinvested in technology that I was
9 paying for out of pocket.
10 Q. Were you ever asked by one of the board
11 members at the PGR, Inc. to turn over the
12 transaction records for the PGR checking
13 account?
14 MR. O'MALLEY: Objection, goes beyond the
15 scope and irrelevant.
16 MS. PERRY: You can answer the question.
17 MR. CALLAS: I can't tell you. I mean --
18 A. All right. I am going to assert my
19 Fifth Amendment rights here.
20 BY MS. PERRY:
21 Q. Being requested to turn over
22 transaction records does not implicate you of a
23 crime.
24 Were you ever given a 1099 by PGR,

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1 Inc.?
2 MR. O'MALLEY: Objection, irrelevant, goes
3 beyond the scope of direct examination.
4 A. Yes, I was.
5 BY MS. PERRY:
6 Q. For what amount and what was the legal
7 justification?
8 MR. O'MALLEY: Objection, compound question.
9 BY MS. PERRY:
10 Q. For what amount?
11 A. Can I have a conference with my
12 attorney for a moment here?
13 Q. Let's proceed.
14 MR. CALLAS: Okay. Next question?
15 BY MS. PERRY:
16 Q. For what amount?
17 A. I am not sure of the exact number right
18 now. I will get back to you with that, though.
19 Q. And what was the reason?
20 A. And I am going to assert my Fifth
21 Amendment rights right about here.
22 Q. Have you ever been contacted by the FBI
23 or any other law enforcement agency regarding
24 the embezzlement of PGR funds?

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1 MR. O'MALLEY: Objection, irrelevant and
2 beyond the scope of direct examination.
3 A. The answer is no.
4 BY MS. PERRY:
5 Q. Have you ever been contacted by the IRS
6 or any other governmental agency regarding
7 embezzlement of PGR, Inc. funds?
8 MR. O'MALLEY: Objection, irrelevant, and
9 beyond the scope of direct examination.
10 A. No.
11 BY MS. PERRY:
12 Q. Are you aware of anyone else ever
13 taking funds designated for the PGR, Inc.?
14 MR. CALLAS: Objection, and I am not even a
15 party, but "anyone else" has a negative
16 connotation to it, Counsel.
17 BY MS. PERRY:
18 Q. Are you aware of anyone aside from
19 yourself taking any funds designated for the
20 PGR, Inc., excepting yourself out of this?
21 MR. CALLAS: Can you start over with a new
22 question, Counsel? I think I know what you want
23 to do, but I think the way it was phrased there
24 is going to end up with him asserting his Fifth

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1 Amendment privilege.
2 MS. PERRY: I understand.
3 Q. Who authorized you to file the
4 trademarks for the PGR, Inc.?
5 A. The board of directors.
6 Q. How was that accomplished?
7 A. Via telephone call, board meeting.
8 Q. Conference call?
9 A. Yes.
10 Q. Whose idea was it to file this
11 trademark application Serial No. 77040379 for
12 the Patriot Guard Riders Riding with Respect
13 design application?
14 MR. O'MALLEY: Exhibit 14?
15 MS. PERRY: That is correct, Exhibit 14, yes.
16 It's the one that you filed on behalf of the
17 PGR, Inc.
18 A. Okay. It was the board's idea to do
19 that.
20 Q. Who in the board first came up with the
21 idea?
22 A. It was probably Ed Mueller and myself
23 talking.
24 Q. Talking about what?

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1 A. When we discovered that it hadn't been
2 filed.
3 Q. How did you discover that it had not
4 been filed?
5 A. I believe it was a web search that
6 either he did or I did. I don't remember who at
7 this point.
8 Q. What prompted either of the two of you
9 to have run this web search?
10 A. I believe it was -- it came from the
11 claim that it had been trademarked.
12 Q. Whose claim?
13 A. Jeff's.
14 Q. When did Jeff make the claim that you
15 are referencing that the mark had been
16 trademarked?
17 A. I am trying to remember when that would
18 have been. It was via web post. I am not
19 actually sure of the timing of that. It
20 certainly would have been after February but
21 before November of 2006.
22 Q. Why was the search not done earlier?
23 A. I believe the belief of everybody was
24 that it had been done and completed and filed

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1 for.
2 Q. What was your belief?
3 A. That he said it was and it was.
4 Q. That who --
5 A. That Jeff had indicated that it had
6 been trademarked.
7 Q. When did Jeff Brown indicate that it
8 had been trademarked?
9 A. Again, I can't give you that exact
10 date, but it would have been after the
11 incorporation but prior to the filing for this,
12 so somewhere between February and November of
13 '06.
14 Q. You stated that you think that the
15 organization owns this trademark, the one that's
16 the subject of Serial No. 77040379 that's in
17 Exhibit 14?
18 A. Yes.
19 Q. Why do you believe that?
20 MR. O'MALLEY: Objection, asked and answered.
21 MS. PERRY: You can answer it again.
22 A. That, you know, it was developed for
23 this organization or this group, Patriot Guard
24 Riders.

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1 Q. Why do you believe that?
2 A. Because as a service mark or a
3 trademark or whatever it is, it was created to
4 define what it is that the Patriot Guard did by
5 providing comfort to military families.
6 Q. Did you create the mark?
7 A. I did not create the mark.
8 Q. So do you have personal knowledge as to
9 why it was created?
10 A. No, I do not have direct personal
11 knowledge.
12 Q. Do you have knowledge other than
13 speculation as to why you stated the reason it
14 was created?
15 A. Well, define speculation then for me in
16 this case here because -- or in its use.
17 Q. Do you have any specific evidence or
18 reason to believe, besides just conjecture,
19 speculation, that the mark was created for PGR,
20 Inc.?
21 A. Well, the mark was created four months
22 before either one of those organizations
23 existed, I believe, the legal entity Patriot
24 Guard Riders, but at the same time missions were

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1 going on just the same before and after the
2 creation of that organization.
3 MS. PERRY: Let's take a quick break.
4 (Recess taken.)
5 MS. PERRY: I have no further questions.
6 MR. O'MALLEY: Okay. Nor do we.
7 THE REPORTER: What about signature?
8 MR. CALLAS: I would like it to be mailed
9 to him to review.
10
11 (WITNESS EXCUSED.)
12
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1 IN THE UNITED STATES
PATENT AND TRADEMARK OFFICE
2 BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

3

4 JEFF BROWN,

5 Opposer,

Opposition
6 vs. No. 91181448

7 PATRIOT GUARD RIDERS, INC.,

8 Applicant.

9

10

11

12 ---

13

14 I, JASON DUANE WALLIN, being first duly
15 sworn, on oath say that I am the deponent in the
16 aforesaid deposition taken on August 1, 2011;
17 that I have read the foregoing transcript of my
18 deposition, consisting of pages 1 through 91
19 inclusive, and affix my signature to same.

20 JASON DUANE WALLIN

21

Subscribed and sworn to
22 before me this 6 day
of October 2011

23

24 Notary Public

OFFICIAL SEAL
JOHN S. CALLAS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8-2-2015

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ERRATA SHEET

Pg/Ln Correction

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EXHIBIT 9

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

JEFF BROWN,
Opposer and Petitioner,
vs.
PATRIOT GUARD RIDERS, INC.,
Applicant and Respondent.

Opposition No. 91181448
Serial No. 77/040,379

- -

TELEPHONIC DEPOSITION OF RONNY ROY AWTRY,
produced as a witness on behalf of the Opposer and Petitioner, in the above-styled and numbered cause, taken on the 28th day of October 2008, in the City of Tulsa, County of Tulsa, State of Oklahoma, before me, Marlene Percefull, Certified Shorthand Reporter, duly certified under and by virtue of the laws of the State of Oklahoma.

A P P E A R A N C E S

FOR THE OPPOSER:
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(By Telephone)

ALSO PRESENT:
Mr. Jeff Brown
Mr. Bill Richart
(By Telephone)

I N D E X

WITNESS	PAGE
Ronny Roy Awtry	
Direct Examination by Ms. Bru	4
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Reporter's Certificate	92

EXHIBITS

PETITIONER'S Number		Identified	Offered
1	12-11-06 forum post	15	
2	12-7-06 forum post	25	
3	9-18-07 forum post	46	
4	12-6-06 e-mail	48	
5	12-27-06 e-mail	52	
6	7-8-08 e-mail	68	

(Whereupon, the deposition began at 9:02 a.m.)

RONNY ROY AWTRY,
having first been duly sworn to testify to the truth, the whole truth and nothing but the truth, testified as follows:

DIRECT EXAMINATION

BY MS. BRU:
Q Could you state and spell your name for the record. 9:02AM
A My name is Ronny Roy Awtry, R-O-N-N-Y, R-O-Y, A-W-T-R-Y.
Q And what is your business address?
A My business address is Speedy Services, 1050 KCK Way, Suite 2, Cedar Hill, Texas 75104. 9:02AM
Q Okay. What is your e-mail address?
A My e-mail address is Rrawtry@Yahoo.com.
Q Have you ever used any other e-mail addresses?
A Yes, I have used Bear@Patriotguard.org.
Q Okay. 9:03AM
A And there was an SBC Global years ago, but I don't even remember it.
Q Have you ever been deposed before?
A Yes.
Q Okay. So you understand that we're just going to 9:03AM

it was turned over to Bonnie -- actually, no, I take 9:20AM
that back. It was physically submitted right around --
by Bonnie somewhere in the neighborhood of January the
16 of 2007.
Q Okay. I believe you said that you became a member 9:21AM
of the PGR organization in January of 2006, is that
correct?
A That's correct.
Q Do you recall if at that time you were able to
purchase items with the PGR logo on them from the Web 9:21AM
site ww.Patriotguard.org?
A Yes.
Q Are you aware that that store, that existed in
January of 2006, was owned by Jeff Brown?
A No. 9:21AM
Q Did you become aware of that at any time
afterwards?
A Yes. I became aware of that somewhere in the
neighborhood of June of 2006. Initially, I was just a
guy logging onto the Web site, thought it was cool, 9:21AM
supported it, and bought a bunch of stuff. I had no
history of the Patriot Guard Riders or anything else.
Q How did you come to find out that Jeff Brown owned
the store in June of 2006?
A Jeff had set on a board of directors con call that 9:22AM

due to the amount of time he was investing in the 9:22AM
Patriot Guard Riders and running the store, that he
quit his job to do the Patriot Guard Riders full time.
Didn't physically state that he owned the store at that
time, but I -- I don't know, I think I'm a fairly 9:22AM
bright person. And so I asked Jason Wallin, who told
me that Jeff owned the store, at which point I asked
Jeff.
Q Do you recall when you asked Jason Wallin who
owned the store? 9:23AM
A I asked Jason Wallin who owned the store shortly
after that. Probably mid June of 2006. I mean, within
a week of it.
Q Do you recall ever seeing a post on any forum on
the Web site www.Patriotguard.org that stated that Jeff 9:23AM
Brown owned the store?
A The only that I can recollect -- the only post or
the first post that I saw of that nature was, I
believe, in October of 2006 on the, you know, threads
in the open forums. 9:23AM
Q When you say "open forums," do you mean anyone can
access those?
A On any forums whatsoever.
Q Okay. Did you ever have any conversation with
anyone else about Jeff Brown's ownership of the store? 9:24AM

A Jason Wallin, of course, Snap or Bill Lines, who 9:24AM
was our secretary and stepped into the president role
of the Patriot Guard Riders.
Q When did you talk with Snap about it?
A I talked with Snap about it when the heated 9:24AM
question came up about does Jeff own the store or not
in the threads by a people. And Snap was perfectly
aware of it as well.
Q Do you know whether Ed Mueller was aware that Jeff
Brown owned the store? 9:25AM
A Do I know whether who was aware?
Q Ed Mueller.
A I do not have a clue whether Ed Mueller knew or
not. The only time that -- or when I first became
aware of Ed Mueller taking a stance one way or the 9:25AM
other was within a few days of Jeff Brown's
resignation.
Q Were any other board of director members aware
that Jeff Brown owned the store?
A Not that I'm aware of. Myself, Jason and Snap 9:25AM
were the only three.
Q Are you familiar with the -- I'm just going to
call it the PGR logo. Are you familiar with the PGR
logo?
A Very aware of it. 9:25AM

Q Can you describe it for me? 9:25AM
A The PGR logo is a folded flag in the triangle
background with "Patriot Guard Riders" below it and
depending on your version, "Riding with Respect" or
"Standing With Those Who Stood For Us." 9:26AM
Q Which version existed first?
A "Riding with Respect."
Q When did the "Standing With Those Who Stood For
Us" version become available?
A It started with the wrangling of issues regarding 9:26AM
the trademark in -- I think the first products with it
came out first to mid week -- just before Christmas of
2006.
Q Do you know who created the PGR logo that included
the phrase "Riding with Respect"? 9:27AM
A Jeff Brown did.
Q Who else knew that?
A Jason Wallin knew that. I would figure the
original secretary, Kurt Mayor, probably knew that.
Everybody on the board of directors knew that Jeff 9:27AM
Brown physically created that logo.
Q Did you ever personally have conversations with
Jason Wallin about whether or not Jeff Brown created
the logo?
A Yes. 9:27AM

Q When did those conversations occur? 9:27AM
A In June of 2006.
Q Were those over the phone?
A Yes.
Q Do you recall any of the conversation? 9:28AM
A Well, yes. At that time, Jason Wallin gave me the story of the advertising on the Web site, which it was agreed that Jeff Brown would run the Patriot Guard Riders store and create income from that. That was the agreed-to between Jason and Jeff. And that Jason 9:28AM would, from the Google ads, create income from the Google ads, both of them, for funding the time and effort they put into getting the organization running.
Q Are you aware that Jeff Brown is claiming ownership of the PGR mark with the slogan "Riding with 9:28AM Respect"?
A Yes, I am.
Q And do you agree with his claims of ownership?
A I believe that the Patriot Guard Riders logo needs to be properly with the Patriot Guard Riders, 9:29AM Incorporated. I think the organization needs to own its own logo.
Q Let's talk about the slogan -- the mark with the slogan "Standing With Those Who Stood For Us." I think you said it was created -- well, when was it created? 9:29AM

A It was probably created or the idea was 9:29AM conceptualized probably in late November of 2006 with store opening in, like I said, early December of 2006.
Q What store opened in early December 2006?
A The Patriot Guard Riders authorized a company to 9:29AM begin selling merchandise. We put the logo -- I mean, we put that particular merchandise physically incorporated into our own Web site and contracted for sale of the products.
Q Is that the first store that sold merchandise with 9:30AM a PGR logo that was opened by the PGR as opposed to Jeff Brown?
A Yes, it was.
Q And is the company that you're referring to CDM?
A Yes, it is. 9:30AM
Q Were you on the board when the PGR, Incorporated, decided to use CDM?
A Yes, I was.
Q Were there con calls about that?
A Yes, there was. 9:30AM
Q Can you describe those for me?
A Well, when any inference whatsoever to Jeff Brown was removed from the Web site, up to and including our history at the very beginning was removed from the Web site, it was determined that people were screaming 9:31AM

about what am I going to do for my merchandise now. So 9:31AM Ed Mueller was put in charge of a committee to locate products and -- and acquire bids and estimates for that service. And he had a friend in the business who owned CDM, who said that they would take it on and create the 9:31AM merchandise with no money up-front. There was no money at the time. There was no money up-front and he would own the entire inventory and the Patriot Guard Riders would, in turn, take the profits from whatever he sold it to us for. 9:31AM
Q So did Ed Mueller solicit any other bids or estimates?
A If I recall, the committee talked to a couple of people and -- or, there was a report from Ed was that the committee had looked at it and this looked to be 9:32AM the most profitable deal.
Q Who owned the inventory, Ed Mueller or CDM?
A CDM owned the inventory.
Q Why were the references to Jeff Brown removed from the Web site? 9:32AM
A Basically because Bonnie and Ed were entirely scorned and irrational by the actions of what they felt Jeff had done and arbitrarily were -- were removing any linkage of Jeff Brown that they possibly could.
Q Was there a board of director's vote or decision 9:33AM

to remove those references? 9:33AM
A I believe -- well, yes and no. There were some matching times where Ed proceeded and made a call and then came back to the board. And there were some references at times where the board would vote, like, 9:33AM whether his store was going to remain to be allowed operational.
Q Describe those for me.
A Well, the gist of it was that Bonnie had basically -- prior to that, I think the history is 9:33AM extremely important -- had rather harshly removed and fired various members for any -- any interference to Jeff whatsoever. When Jeff was removed, she gave us a standing offer that he would close the store and turn everything over to the Patriot Guard Riders. Wanted 30 9:33AM days to clear his inventory or approximately 30 days. Wanted a rational period of time to clear his inventory and ask that he be listed as the founder emeritus of the Patriot Guard Riders, neither of which I personally thought was an extremely flamboyant thing to do at the 9:33AM time. I thought it was extremely prudent. And Snap was with me. Me and Bill Lines were the only ones who had contact with Jeff Brown at this particular point. Basically, Bonnie and Ed were pretty emotional in the deal and decided that was entirely unacceptable. And I 9:35AM

1 want to take sides with one or the other. But at this 11:10AM
2 point, if they're asking you questions and you want the
3 truth, then the only way to do it is to be
4 unrepresented.
5 MS. BRU: Dave, we're ready to pass the 11:10AM
6 witness. I don't know if you want to take a break.
7 MR. MARR: If it's all right with Ronny, I
8 just have a few questions relating to the trademark.
9 And I don't know if he anticipated, I won't take too
10 much more of your time, Ronny, would you like to 11:10AM
11 continue and finish it or would you like to take a
12 break?
13 A Sure, we can go ahead. That's fine.
14 MS. BLUE: Dave, one second. This is
15 Rachel before you go forward. Courtney has to 11:10AM
16 leave. She's got to go speak at another seminar, so
17 she's going to be leaving us, but I'll be here so
18 continue, okay?
19 MR. MARR: Okay. That's fine.
20 MS. BLUE: Okay. Go ahead. 11:10AM
21 CROSS EXAMINATION
22 BY MR. MARR:
23 Q Ronny, before Jeff Brown resigned from the PGR,
24 were you ever aware that he claimed to own the PGR
25 trademark as an individual? 11:11AM

1 A I have no specific knowledge that he claimed to 11:11AM
2 own the trademark as an individual. I mean, like I
3 said, I knew that he owned the store.
4 Q Was it your understanding that Jeff Brown's use of
5 the trademarks, PGR trademarks, was on behalf of the 11:11AM
6 corporation or on behalf of himself as an individual?
7 A I never really put much thought into it. I always
8 thought that the logo up to that point was just part of
9 the Patriot Guard Riders and I assumed that it was our
10 logo. 11:11AM
11 Q When you say "our," what are you referring to?
12 A "Our," the Patriot Guard Riders.
13 Q The organization or the corporation?
14 A Yes. The physical Patriot Guard Riders,
15 Incorporated. 11:12AM
16 Q Okay. You said that -- when did you testify that
17 you originally became a board member? What month and
18 year was that?
19 A I originally became a board member in 2006, at the
20 same approximate time as Bonnie Cutler. The board had 11:12AM
21 been a three-man board until then and it was expanded
22 to a five-man board.
23 Q Okay. And that was -- I'm sorry, go ahead.
24 A I found out later that was never, you know,
25 officially put in the bylaws or anything until 11:12AM

1 November, but we operated as a five-man board from June 11:12AM
2 forward.
3 Q Okay. I believe you testified that you became
4 aware that the store was -- the PGR store was owned by
5 Jeff Brown sometime in June of 2006, is that correct? 11:13AM
6 A That's correct.
7 Q Based on your -- well, did you become aware at the
8 same time that Jeff Brown claimed ownership of the
9 trademarks?
10 A No, never thought to -- never thought to go down 11:13AM
11 that road. I just knew that Jeff owned the store at
12 that time, based on conversation with Jason Wallin and
13 Jeff Brown himself and later Snap.
14 Q Did you ever see any posts by Jeff Brown on the
15 Web site prior to October of 2006 claiming that -- or 11:13AM
16 admitting that he owned the store?
17 A Truthfully, no. I never -- never saw anything
18 prior to that, official. That doesn't mean it wasn't
19 out there, that just meant I never saw it or
20 participated in it. 11:14AM
21 Q Did you ever see any indication on Jeff Brown's
22 store Web site indicating in any way or any indicia
23 that he as an individual owned that store?
24 A I, frankly, never looked. I just got myself and
25 went down the road, so I did not see anything that said 11:14AM

1 that, but I was not looking. 11:14AM
2 Q At some point during your testimony you testified
3 that you knew what Twister's store was. Prior to
4 October of 2006, was there an indication on the Web
5 site that it was "Twister's" store? 11:14AM
6 A I don't know. Prior to November of 2006, I had
7 never spent more than ten minutes thinking it was worth
8 investigating.
9 Q Okay. Let's see. Then in June of '06, you
10 testified that you and Jason and Bill Lines, in short 11:15AM
11 order, became aware that Jeff owned the store, is that
12 correct?
13 A Yes. And I don't know that Bill Lines -- me and
14 Bill talked about it probably in August, but I know me
15 and Jason and Jeff were talking independently about it 11:15AM
16 as early as June of 2006.
17 Q Did you ever tell that to Ed Mueller or Bonnie
18 Cutler?
19 A No. At that time, Ed Mueller wasn't even an
20 associate of the board of directors. He was, I 11:15AM
21 believe, the head forum moderator or national captain,
22 somewhere in there. And as I said, me and Bonnie never
23 really saw eye to eye on a lot of things and
24 communication extremely broke down shortly after that
25 but, no, I never much confided in Bonnie much. 11:15AM

1 Q Did you tell other members of the head shed in 11:16AM
2 June of '06, that you had learned that Jeff owned the
3 store as an individual?
4 A No, not necessarily. I didn't discuss it with
5 anybody. 11:16AM
6 Q I believe you testified that in October of '06 is
7 when it became public knowledge that Jeff owned the
8 store, is that correct?
9 A That's the best of my knowledge, yes.
10 Q Why do you think that there was such an uproar 11:17AM
11 among the membership upon learning that Jeff Brown
12 owned the store?
13 A Well, I have to say that it wasn't -- at that
14 time, there wasn't an uproar amongst the membership at
15 large. There were probably five people, Tony Turner, 11:17AM
16 Monica, Monica Mead, Allen Mullis, a small group of
17 people on the east side who, like I said, were a very
18 focal minority, but just wouldn't quit raising cain.
19 Most of the people, I felt at that time, couldn't care
20 one way or the other. 11:17AM
21 Q Was it publically known that Jeff Brown was
22 profiting as an individual from the store sales?
23 A Not to my knowledge. Like I said, I knew and I
24 knew that Jason and Snap knew and, frankly, as the
25 board of directors, I pretty much spent most of my time 11:18AM

1 and most of my efforts in the national administration 11:18AM
2 and jumped out on the Web site when a fire broke out to
3 try to maintain calm. And that's when it really got
4 nasty was in late October of 2006.
5 Q I see. Did you know to the extent of the -- do 11:18AM
6 you know the extent of the process that Jeff Brown was
7 making from the store sales?
8 A I had no clue.
9 Q Do you know now?
10 A No, I don't know now. You know, he said in his 11:18AM
11 e-mail that's his and Bonnie's store and nobody's
12 business.
13 Q Okay. Just a few more questions. When did the
14 org con call that you testified about to remove Jeff
15 Brown take place? 11:19AM
16 A Saturday, I would have to look at it, but I
17 believe the first Saturday in November, Jeff was at
18 Snap's house, like I said, and I believe it was the
19 first Saturday in November.
20 Q Of? 11:19AM
21 A Of 2006.
22 Q Okay. Was that before or after the con call
23 wherein the board authorized Jason Wallin to file the
24 trademark on its behalf?
25 A That was before. The trademark -- Jeff's issue 11:19AM

1 was handled first, followed shortly by a negotiation to 11:20AM
2 gain the store, in which point somebody discovered that
3 there was an official trademark and the board elected
4 to have Jason pursue officially trademarking.
5 Q And you testified that at that time you knew that 11:20AM
6 Jeff Brown was using the mark, but did you know that he
7 was using it as an individual or did you know that he
8 was using it on behalf of the organization?
9 A I knew that he was using it as an individual, but
10 I also was really aware of the large amount of money 11:20AM
11 he'd invested into the Patriot Guard Riders through
12 that. And then myself, at that particular time, I
13 personally didn't see what the big deal was all about.
14 I was talking to Jeff independently that there's
15 character I talked about, I call him Uncle Bubba, and 11:21AM
16 Uncle Bubba thinks he's a rocket scientist and he's --
17 he's about a half wit in reality. And I told Jeff that
18 I don't think that Uncle Bubba would understand this
19 because that's -- it was starting to -- this was
20 probably right before Jeff went out of town after the 11:21AM
21 furor had already started.
22 Q I see. In your opinion, as of, I believe it was,
23 November 8, 2006, when the board authorized Jason to
24 file the trademark on the organization's behalf, who
25 was using the mark in connection with the missions that 11:21AM

1 were being conducted to honor our fallen soldiers? 11:21AM
2 A That's a pretty broad sweeping statement. I mean,
3 everybody wanted Patriot Guard Riders merchandise,
4 everybody wanted to be identified as Patriot Guard
5 Riders merchandise on missions. So the Web site was 11:22AM
6 using it, the individual riders were using it,
7 Twister's store was using it. Just a pretty broad
8 sweeping range of folks were Patriot Guard Riders.
9 Q Okay. Before Jeff Brown resigned from the PGR,
10 did you have any knowledge with regard to any type of a 11:22AM
11 license or permission allegedly being presented by Jeff
12 Brown to the PGR organization and/or corporation to use
13 the PGR trademarks?
14 A No. I'll go back to I had never spent more than
15 ten minutes researching it. I knew Jeff Brown owned 11:23AM
16 the store and I knew that the Patriot Guard Riders was
17 using it. And it might be naivety on my part, but I
18 never saw a conflict of interest.
19 Q Did you and the PGR leadership, at the time that
20 you authorized Jason Wallin to tried to file the 11:23AM
21 trademark application on the corporation's behalf, did
22 you believe that the trademark was owned by the
23 organization?
24 A Yes, I did. I thought it represented the
25 organization and it was so fundamentally tied to our 11:23AM

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@valornet.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

EXHIBIT 10

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 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

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

EXHIBIT 11

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

JEFF BROWN, Opposer and Petitioner,	
vs.	Opposition No. 91181448
PATRIOT GUARD RIDERS, INC., Applicant and Respondent.	Serial No. 77/040,379

- -

THE DEPOSITION OF JEFF BROWN,
produced as a witness on behalf of the Applicant and Respondent, in the above-styled and numbered cause, taken on the 14th day of October 2008, in the City of Tulsa, County of Tulsa, State of Oklahoma, before me, Marlene Percefull, Certified Shorthand Reporter, duly certified under and by virtue of the laws of the State of Oklahoma.

A P P E A R A N C E S

FOR THE OPPOSER AND PETITIONER:
Ms. Courtney L. Bru
Ms. Rachel Blue
Attorneys at Law
320 S. Boston
Suite 500
Tulsa, OK 74103

FOR THE APPLICANT AND RESPONDENT:
Mr. David J. Marr
Mr. James A. O'Malley
Attorneys at Law
105 W. Adams St.
Suite 3600
Chicago, IL 60603

ALSO PRESENT: Mr. Bill Richart

I N D E X

WITNESS	PAGE
Jeff Brown	
Direct Examination by Mr. Marr	4
Cross Examination by Ms. Bru	113
Redirect Examination by Mr. Marr	128
Signature Page	133
Reporter's Certificate	134

EXHIBITS

RESPONDENT'S

Number		Identified	Offered
1	Notice of Depo	4	
2	Notice of Opposition	9	
3	E-mail 12-5-07	48	
4	Petitioner Answer	58	
5	Opposer's Responses	60	
6	Opposer's Responses	62	
7	2-27-06 Savage letter	78	
8	OGR Web site	99	
9	E-mail 3-27-08	101	
10	PGR Invoice	103	
11	Twister's Invoice	105	
12	House Resolution 731	106	
13	PGR Riders Store	109	

(Whereupon, the deposition began at 9:03 a.m.)

JEFF BROWN,
having first been duly sworn to testify to the truth, the whole truth and nothing but the truth, testified as follows:

DIRECT EXAMINATION

BY MR. MARR:
Q Good morning.
A Good morning. 9:03AM
Q You understand that oath and understand what it means?
A Yes.
Q You understand that any willful, untrue statements you make while you're under oath are perjurous? 9:03AM
A Yes.
MR. MARR: Okay. We'll do the usual stipulations according to the federal rules?
MS. BRU: (Nods head up and down.)
MR. MARR: And this is Deposition Exhibit 1, which is the notice. 9:03AM
MS. BRU: Let's go ahead and note on the record that respondent's exhibits are the applicant's.
MR. MARR: Right. Respondent's exhibits 9:04AM

are the applicant's exhibits. Opposer's exhibits
were marked petitioner's.
Q Okay. Can you identify that document for me, please, Mr. Brown?
A Notice of deposition. 9:04AM
Q Okay. And just note for the record that this deposition is taking place pursuant to this notice. Okay. You sat through the depositions yesterday?
A Yes, sir.
Q So you understand the general format. Have you ever had your deposition taken before? 9:04AM
A No.
Q Okay.
A I don't think. I don't remember that I have.
Q I think you would remember. Same instructions, basically, that Courtney gave to Patriot Guard Rider witnesses. If you don't hear a question, ask me to repeat. If you don't understand it, ask me for an explanation. If you want to take a break, washroom, whatever, feel free to do that at any time. And, again, like Courtney asked of the witnesses yesterday, the only thing I do ask is that you don't ask for a break in the middle of a question. 9:04AM
A Okay.
Q Okay. Do you have any other questions about 9:05AM

procedure? 9:05AM
A No.
Q Okay. Could you state your full name for the record, please?
A Jeffrey Allen Brown. 9:05AM
Q Are you known by any other names currently or have you been in the past?
A Twister.
Q Okay. That's your ride name?
A Road name, yes. 9:05AM
Q Road name.
A Same thing.
Q What is your current address?
A 8321 South Eighth Street, Broken Arrow, Oklahoma.
Q How long have you resided there? 9:06AM
A Eight years.
Q What's your date of birth?
A July 27, 1947.
Q Did you review any documents in preparation for this deposition? 9:06AM
A How far back do you want to go?
Q Specifically for this.
A For this particular?
Q Yes.
A No. 9:06AM

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

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

MS. BRU: I'm going to object to this 9:23AM
whole line of questioning as irrelevant, but you can
answer.
Q How did you become aware of the fact that the
Patriot Guard Riders had filed an application for 9:24AM
registration of the Patriot Guard Riders mark?
A If I remember correctly, I saw it on a post on one
of the forums that Jason Wallin drew up on the Web site
entitled "You Be the Judge," claiming that I had not
filed for the trademark and -- well, no, it had to have 9:24AM
been prior to that because -- to be honest, I don't
remember.
Q Obviously, this was after the Patriot Guard Riders
had incorporated, had filed for their trademark, so it
was after -- it was after November 9th at 1:14 Eastern 9:25AM
Standard time. The point in time when you became aware
that this application, Petitioner's Exhibit 14, was
filed, was that prior to you filing your application
which occurred on November 9 at -- I lost it, November
9th at 2244 or 10:44 p.m.? 9:25AM
A I'm sorry. Would you repeat that question?
Q Sure. I asked you when you first became aware of
the fact that Patriot Guard Riders filed their
trademark application, and you said when you read a
post which you believe was from Mr. Wallin. When 9:26AM

exactly did you become aware of that post? Was it 9:26AM
between the time that the Patriot Guard Riders filed
their application and you filed your application, or
was it after the time that you filed your application?
MS. BRU: I think he answered and said he 9:26AM
didn't know.
A I don't remember. I really don't remember.
Q Okay.
A The first notice I remember seeing was in that
post, but I'm pretty sure -- well, I don't remember. 9:26AM
Q Do you remember the circumstances that caused you
to file or have filed -- as you pointed out your
attorney filed this application, correct? Your
attorney -- who is your attorney that helped you file
this application? 9:26AM
A John Jacobs.
Q John Jacobs. And did you know that on November
9th that John Jacobs would be filing this application
for you?
A No, I thought it had already been filed. 9:27AM
Q When did you think it had been filed?
A I can't give you an exact date, but we had been
working on it for months and I was sending him
information. And I was under the assumption that all
of it was completed. 9:27AM

Q Okay. Did you think it was filed a week before 9:27AM
November 9th?
A Absolutely.
Q A month before?
A Absolutely. 9:27AM
Q Six months before November 9th?
A Probably.
Q So you thought it was filed sometime in May?
A Well, Mr. Marr, I can't put a time frame on it.
I'm sorry. I'm not trying to evade the answer, but 9:27AM
I've been working with him for quite some time on it.
Q And your understanding was that this application
had already been placed on file several months before
November 9th?
A Yes. 9:28AM
Q What caused you to believe that?
A In just the correspondence or the -- when I
contacted John and would send -- he'd say, okay, I need
a picture of this shirt or a picture of this hat and a
description, and when was the first time that you sold 9:28AM
one of these, et cetera. And when I would send him the
information he requested, I assumed it was done. I
can't be specific on dates.
Q When did you submit your resignation to the board
of the PGR? 9:29AM

A It was in November of 2006. I don't remember the 9:29AM
date.
Q Okay. But during the first week of November?
A I don't remember.
Q Was it before November 9th? 9:29AM
MS. BRU: Objection.
A I don't remember. It was November.
Q Do you recall speaking with Mr. Jacobs regarding
the filing of the trademark application that you
submitted between the time that you submitted your 9:29AM
resignation to the PGR and the time -- and the time
that the application was filed on November 9th?
A Between the time of my resignation and the
filing -- I'm sorry. Is that what you were asking?
Q Correct. 9:30AM
A Not specifically.
Q So you didn't ask him to make sure the application
was on file after you resigned from the PGR?
A No, I'm not saying I didn't -- I'm saying I don't
remember. 9:30AM
Q Well --
MS. BRU: I think that's his testimony.
We can read it back, but I'm pretty sure that's how
he answered your question. Let's go ahead and read
that back. Let's read those two questions back. 9:30AM

1 2006, when this application was filed, you cannot 10:06AM
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 10:06AM
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: Object for a whole lot of
10 reasons. 10:06AM
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. 10:07AM
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. 10:07AM
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 10:07AM

1 No. 16, which is your trademark application? 10:07AM
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 10:08AM
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? 10:08AM
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 10:08AM
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. 10:08AM
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. 10:09AM

1 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 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." 10:11AM
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. 10:11AM

1 Q You can answer. 10:12AM
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? 10:12AM
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 10:13AM
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. 10:13AM
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 10:14AM
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 10:14AM

1 particular statement? 10:14AM
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 10:14AM
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 10:15AM
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? 10:15AM
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 10:15AM
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? 10:16AM

1 MS. BRU: Objection, relevance. You can 10:16AM
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 10:16AM
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? 10:16AM
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 10:17AM
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 10:17AM
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. 10:18AM

1 Q Okay. I want to refer again to Petitioner's 10:18AM
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. 10:18AM
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? 10:19AM
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. 10:19AM
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. 10:19AM
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 10:19AM

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

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

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

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

1 license to PGR, Inc., to use the mark in a 11:35AM
2 noncommercial manner, such as use of the opposer's mark
3 on the Web site www.patriotguard.org, provided such
4 used does not resulted in physical gains, and provided
5 that PGR, Inc., agrees that it lacks authority to 11:36AM
6 transfer or permit usage of the mark or marks by any
7 other party."
8 MS. BRU: Dave, to the extent that you're
9 going to need a copy of these or more of these, we
10 would be willing to stipulate to the substantive 11:36AM
11 content of any interrogatory answer as they appear
12 in the exhibit.
13 MR. MARR: Okay.
14 Q So it's your position that you orally licensed the
15 PGR to use the mark for noncommercial purposes, is that 11:36AM
16 correct?
17 MS. BRU: Objection to the extent that it
18 calls for a legal conclusion, and I'm going to
19 instruct Jeff not to answer to the extent that it
20 would involve an attorney/client privilege 11:36AM
21 communication.
22 Q You can answer the first. You cannot disclose
23 attorney/client privilege information, but you can
24 answer my question. Is it your position that you
25 licensed the mark for noncommercial purposes to the PGR 11:37AM

1 organization? 11:37AM
2 A Yes.
3 Q Okay. And by "organization," I mean the
4 preincorporation organization.
5 A Yes. 11:37AM
6 Q Okay. And did you also give a separate license to
7 the corporation once the PGR was incorporated to use
8 the mark for noncommercial purposes?
9 MS. BRU: Objection, relevance. You can
10 answer. 11:37AM
11 A A separate, no.
12 Q So your position is that you licensed the
13 organization prior to its incorporation to use the mark
14 for noncommercial purposes?
15 A Verbally, yes. 11:38AM
16 Q But that you -- that you did not license the
17 corporation PGR Corporation?
18 A No. I did not issue a separate license.
19 Q Okay. In your opinion, did the same license that
20 you granted orally to the organization permit the 11:38AM
21 corporation to use the mark for noncommercial purposes?
22 MS. BRU: Objection. That's a legal
23 conclusion. You can answer only if you know the
24 answer.
25 A Well, I don't know what the legal definition of 11:38AM

1 commercial is. It is what's in this amended answer to 11:38AM
2 that interrogatory.
3 Q That defines commercial versus noncommercial,
4 correct?
5 A Right. 11:39AM
6 Q My question to you was: Was the PGR corporation
7 licensed, orally licensed, to use the mark for
8 noncommercial purposes?
9 MS. BRU: Same objection.
10 A Yes. 11:39AM
11 Q And was it the same oral license that permitted
12 the organization to use the mark for noncommercial
13 purposes and the corporation to use the mark for
14 noncommercial purposes?
15 MS. BRU: Same objection. 11:39AM
16 A Yes.
17 Q Okay. With one license, not two?
18 A Right.
19 Q Did the PGR organization approach you about the
20 possibility of obtaining a license to use the mark for 11:40AM
21 noncommercial purposes?
22 A For noncommercial purposes?
23 Q Yes.
24 A I don't believe so. I can't think if anyone
25 approached me regarding -- 11:40AM

1 Q Did they approach you regarding a license for 11:40AM
2 commercial purposes?
3 A Yes.
4 Q When did that occur?
5 A If I remember correctly, it would have been after 11:41AM
6 my resignation and after Jason Wallin filed the
7 trademark.
8 Q Okay. Recall that I'm using the term "PGR
9 organization" to refer to the preincorporation
10 association. 11:41AM
11 A Oh, I'm sorry.
12 Q Okay.
13 A Then, no.
14 MS. BRU: Can you ask that question again?
15 Q Sure. Did the PGR organization approach you about 11:41AM
16 the possibility of obtaining a license to use the mark
17 first for commercial purposes? That's my first
18 question.
19 A Preincorporation?
20 Q Yes. 11:42AM
21 A And the answer is no.
22 Q Okay. Does your answer change if I ask you
23 whether they approached you to use the mark for
24 noncommercial purposes?
25 MS. BRU: I don't like that question. I'm 11:42AM

1 going to ask you to ask it differently. 11:42AM
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? 11:42AM
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. 11:42AM
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.) 11:43AM
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? 11:43AM
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 11:43AM

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

1 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.
5 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,
10 e-mailed it to Jason Wallin, who was building the Web 11:46AM
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
15 someone -- 11:46AM
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
20 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?
25 Q Organization. You testified that you granted an 11:47AM

1 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
5 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
25 answer. 11:49AM

1 A At that time, I was the organization. 11:49AM
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? 11:49AM
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. 11:49AM
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. 11:50AM
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? 11:50AM
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 11:50AM

1 questions about at the time that you granted the oral 11:50AM
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 11:50AM
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 11:51AM
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 11:51AM
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 11:51AM
21 noncommercial, there were no other stipulations.
22 Q Was the license an exclusive license or
23 nonexclusive license?
24 MS. BRU: Objection. Calls for a legal
25 conclusion. If you want to define those terms. 11:52AM

1 Q Did you intend to permit only the PGR organization 11:52AM
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?
5 A I don't think I really thought that far ahead on 11:52AM
6 it.
7 Q Could the oral license be transferred by the
8 organization to another party?
9 A I, again, don't think I thought that far ahead on
10 it. 11:52AM
11 Q Was there any restriction with regard to which
12 geographical area of the United States the corporation
13 could use the license?
14 MS. BRU: Objection to the extent it calls
15 for a legal conclusion. 11:53AM
16 Q You can answer the question.
17 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.
20 Q Did you receive any consideration, money or 11:53AM
21 otherwise, for granting the oral license?
22 A No.
23 Q Did the PGR organization somehow acknowledge that
24 they had received the license to use the mark?
25 MS. BRU: Objection, relevance. You can 11:53AM

1 answer. 11:53AM
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 11:54AM
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 11:54AM
11 consistent level of quality in its use of the mark for
12 noncommercial purposes?
13 MS. BRU: Objection, relevance.
14 Q And if so, what would that quality be?
15 MS. BRU: Same objection. 11:55AM
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?
19 MS. BRU: Objection, relevance. You can
20 answer. 11:55AM
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
25 license? 11:55AM

A I would think anyone that went to the Web site and 11:55AM
saw the logo being used.
Q And you have no written documents evidencing the
oral license?
A No. 11:55AM
Q No other type of documentation or use, audio or
video recordings, nothing evidencing the oral license?
A Not that I can think of.
Q Was there a term on the license, that it lasts for
a certain period of time? 11:56AM
A At one point -- probably at more than one point,
but during preliminary negotiations after my
resignation with PGR corporate, I had put a one-year
term on use of the logo renewal annually.
Q That was a license you proposed after your 11:56AM
resignation from --
A Yes, those offers were not accepted.
Q With regard to the oral license for noncommercial
purpose that you did grant to the organization, which
is the same license you testified that was granted to 11:57AM
the corporation, were there any termination provisions?
Could either party end the license?
A No.
Q Were there any sort of notices that were to be
provided in connection with the license or a breach 11:57AM

thereof? 11:57AM
MS. BRU: Objection, relevance.
A I'm not sure I understand what you mean.
Q If, for example, the corporation decided they no
longer wanted to use the mark, did it have to provide 11:57AM
you notice that it no longer --
A No.
Q Do you understand the term "good will" as it
applies to trademarks?
MS. BRU: Objection to the extent it calls 11:58AM
for a legal conclusion. If you know, you can
answer.
A No.
Q When the PGR organization incorporated in February
of 2006, was there any sort of written acknowledgment 11:58AM
of the existence of the oral license?
A I don't know.
MR. MARR: Okay. Let's go off the record
for a second.
(Following a lunch recess at 11:58 a.m., 1:10PM
proceedings continued on the record at 1:11 p.m.)
Q I'd like to introduce Respondent's Exhibit No. 7,
take a quick look at those, Mr. Brown. It's a group of
documents that relate to the incorporation of the
Patriot Guard Riders. Do these documents look familiar 1:11PM

to you? 1:12PM
A Yes, sir.
Q They appear to be the incorporation papers and the
bylaws that relate to the Patriot Guard Riders, Inc.,
Oklahoma corporation? 1:12PM
A Yes, sir.
Q Do you recall submitting this document to the
Oklahoma Secretary of State or any of these documents?
A Not personally, no.
Q Who did it for you? 1:13PM
A I'm assuming Thomas Winters.
Q He was your attorney acting in connection with
this incorporation?
A Yes, sir.
Q Why did you decide to incorporate the 1:13PM
organization, the PGR organization, at the time it was
incorporated in February of 2006?
A Why? I'm sorry, why did we?
Q Why did you decide? You were an organization
prior to this, correct? 1:13PM
A Yeah.
Q Okay. Why did you decide to incorporate?
A We had been getting a lot of questions about
things like liability on a ride if someone gets hurt.
We had also been getting questions about donations, 1:13PM

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

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

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

A I'm assuming he is. He purports to be. 3:25PM
Q Do you know if he's ever been on the board of directors with PGR?
A I have no idea. Looks like here his name is Ray instead of Ron. 3:25PM
Q I think that -- is that not Raymond and Pam Russell?
A Oh, could be, yeah.
Q Who are Raymond and Pam Russell?
A PGR members, I'm assuming. 3:25PM
Q Okay. Do you have any formal training or education about trademarks?
A No.
Q About licenses?
A No. 3:26PM
Q Are you a lawyer?
A No.
Q When you gave the organization as opposed to the corporation -- when you gave the organization permission to use the mark, the logo, who was the 3:26PM leader of your organization at that time?
A I was.
Q Did you, as the individual owner of the logo, grant yourself, as the leader of the organization, the logo? 3:26PM

A Did I grant them? 3:26PM
Q Did you take off an owner hat, an individual hat, and put on a PGR hat and give the organization permission to use the logo?
A Yes. 3:27PM
Q Did you think that you could terminate the permission to use the logo at any time the organization -- let me rephrase that. Did you think that you could terminate the organization's permission to use the logo at any time? 3:27PM
A Well, at the time, I considered myself to be the owner of the logo. I was the executive director of the organization, so I could have stopped using it or terminated it, depending on which hat I had on at any time. 3:27PM
Q What was your intent in giving PGR organization permission to use the logo for noncommercial purposes?
A It was just to be a symbol, a graphic symbol of what the organization hopefully would become, so that when people saw, they would know who we were. 3:28PM
Q Why did you resign from PGR, Incorporated?
A In a very brief capsulized reason, I had a no-confidence vote from the board of directors and what amounted to a three-to-two vote. I could have voted and tied with Jason Wallin, controlled the servers and 3:28PM

1 the Web site. Jason Wallin knew that I had him down 3:28PM
2 solid for embezzlement. All he had to do was throw the
3 switch and it would have shut the PGR down in a
4 heartbeat and there wouldn't have been anything I or
5 anyone else could have done about it. 3:29PM
6 Q That's why you didn't vote?
7 A (Nods head.)
8 Q How much money had you given to PGR organization
9 and corporation from the sale of PGR merchandise at the
10 time that you resigned? 3:29PM
11 A The number that was posted on the financials from
12 the PGR, if I remember correctly, was $72,000 and some
13 odd change.
14 Q Do you know what percentage of profits that figure
15 represents? 3:29PM
16 A No.
17 Q Did you have different concerns after you resigned
18 about how the logo would be used by PGR, Incorporated?
19 A Sure.
20 Q Did you feel that it was necessary to place 3:30PM
21 additional restrictions on the use of the mark, the
22 logo?
23 A I felt like it would be necessary at some time or
24 possibly necessary.
25 Q Is that because you were no longer going to be 3:30PM

1 involved in running the organization? 3:30PM
2 A Yeah. And from the tone of what was happening, in
3 regards to me personally by members of the board of
4 directors, and those that staged the coup, I was not
5 confident with how the organization was going. 3:30PM
6 Q Who paid the Winters King firm?
7 A For what?
8 Q For the advice and the help that they gave to
9 incorporate the organization?
10 A Oh, I paid for the incorporation of Patriot Guard 3:31PM
11 Rider, Inc. I don't know if any other monies were paid
12 after I left or not.
13 Q Were you ever reimbursed?
14 A No.
15 Q Did you ever get a paycheck drawn from a PGR 3:31PM
16 account?
17 A No.
18 Q Have you ever been on mission ride in Kansas?
19 A Yes.
20 Q Were there American Legion Riders there? 3:31PM
21 A Yes.
22 Q Did you wear the PGR logo?
23 A Yes.
24 Q Were you ever approached by an American Legion
25 rider and asked about ownership of the logo? 3:32PM

1 A Not that I can remember. Most American -- well, I 3:32PM
2 won't say most, but a lot of American Legion riders are
3 also Patriot Guard Rider members.
4 Q You said that there was an occasion where Ed
5 Mueller approached you and said something to you -- 3:32PM
6 I'll defer to the transcript, but something along the
7 lines if you ever want to sell the store, let me know.
8 Did that happen before or after you resigned?
9 A Well, it was over the telephone and it happened
10 before I resigned. 3:32PM
11 Q You sat in on the depositions, the discovery
12 depositions yesterday, correct?
13 A Yes.
14 Q I'm going to show you -- I only have one copy of
15 this. I'll show it to you guys first. This is 3:33PM
16 Petitioner's Exhibit 26 from yesterday. It's one page.
17 If everybody wants a copy in front of them for
18 questions, I can run around the corner and make copies.
19 MR. MARR: Ask your questions for now.
20 MS. BRU: Okay. 3:34PM
21 Q This is what appears to be a forum posting from 15
22 November 2006 by Jason Wallin, Waldo, regarding the
23 challenged coin design. Paragraph 2 states that,
24 "Forbidden design elements include the copy-written
25 logo that Jeff Brown drew as we only have permission to 3:34PM

1 use it on the Web site, but not in marketing material." 3:34PM
2 Is that consistent with your understanding of the
3 permission that you granted PGR?
4 A Yes.
5 Q Would you look at Respondent's Exhibit 13? 3:35PM
6 A Got it.
7 Q Who is Richard Wilbur?
8 A Richard Wilbur goes by the road name Indy Harley,
9 and I'm assuming he's still the Indiana state captain.
10 Q While you sat on the board of directors, did the 3:36PM
11 organization or the corporation have an issue with the
12 Indiana group?
13 A I vaguely remember something, but I don't remember
14 the details and I don't know how serious it was.
15 Q Are you and Richard Wilbur friends? 3:36PM
16 A At one time we were, but, no, not anymore.
17 Q Look at the first e-mail on PGR 00805 of
18 Respondent's Exhibit 9. You'll see a signature line,
19 Richard Wilbur, Indy Harley, Indiana PGR, Incorporated,
20 state captain. Next line says "We Stand For Those Who 3:37PM
21 Stand For Us" trademark. Are you aware that that
22 phrase has been trademarked?
23 A No, I've never seen that phrase before.
24 Q Go to Respondent's Exhibit 10. It's a one-page
25 document. This invoice says, "If mailing, please 3:37PM

1 include a copy of this invoice with payment." At the 3:37PM
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. 3:38PM
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. 3:38PM
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. 3:38PM
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. 3:38PM
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. 3:39PM

1 Q Who was the customer for this invoice? 3:39PM
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. 3:39PM
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" 3:40PM
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? 3:40PM
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? 3:40PM
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? 3:40PM

1 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 --
25 when I say "we," I still consider myself a PGR member 3:42PM

1 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? 3:44PM
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?
25 Q If you know, how old is she? 3:44PM

EXHIBIT 12

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: 1-22-07 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

EXHIBIT
tabbies
A

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 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
==========

EXHIBIT
tabbies
B

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

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 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

EXHIBIT
tabbies
C

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: 269.23.16/1452 - Release Date: 5/14/2008 7:49 AM

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.

EXHIBIT
tabbies
D

10/10/2008

American Patch & Emblem Company

A DIVISION OF TMAC 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	SHIP TO
Jeff Brown 8321 South 8th Street Broken Arrow, OK 74011	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 Gaurd Rider" 3x2" rectangle, stitched edge, plastic backing	2.5"	1.46	146.00T
	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

EXHIBIT
E

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.

EXHIBIT
tabbies
F

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@valornet.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

EXHIBIT
G

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

EXHIBIT
H

ART APPROVAL

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

SEND TO: RITA

COMPANY: PROMOPEDDLER

DATE: 12/5/05

PHONE NUMBER: 503 783 1480 EXT 207

FAX NUMBER: 415 598 2660

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.	
Make noted changes, then proceed.	
Make changes, then fax new proof.	

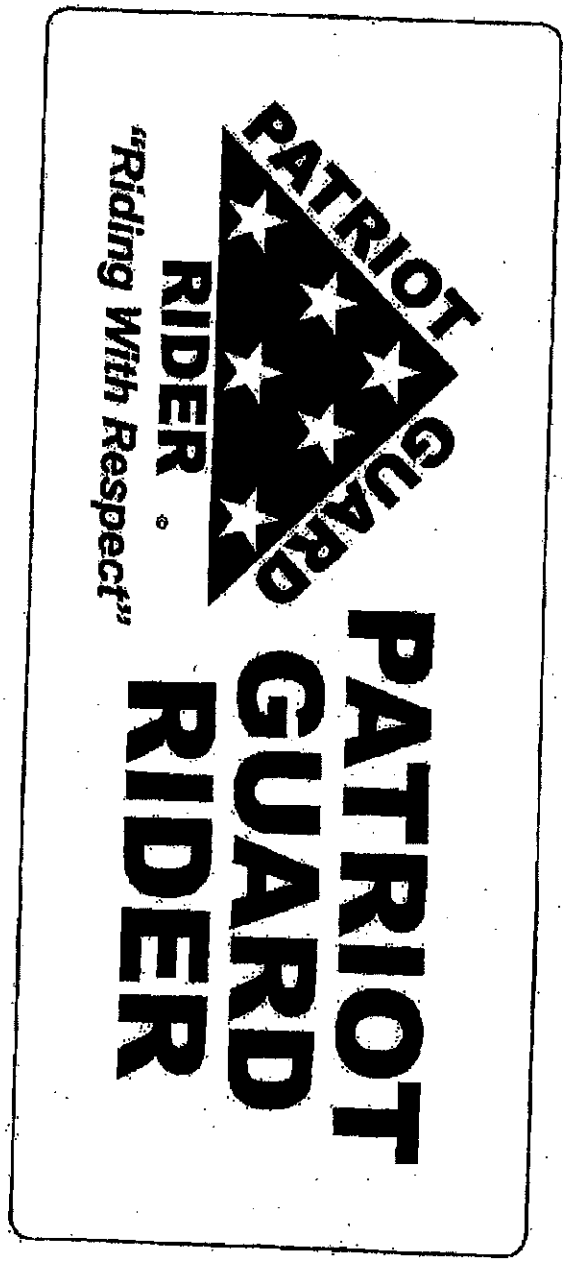
PRINT NAME: .....**DATE:** .....

SIGNATURE: .....

Important:

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

ARTWORK:



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@valornet.com
Via	UPS Ground
Payment	Visa
Comments	Pled 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/cufl11x142co1.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/cuflsetupch15.html (Shipped)	CUST1114HF_2_SETUP	1	44.00

Subtotal	539.00
Shipping	10.31
Tax	0.00
Total	549.31

EXHIBIT

I

BROWN010325

FILED - Oklahoma Secretary of State #3512096476 02/13/2006 15:35

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

SOS

4590600002

EXHIBIT

J

OFFICE OF THE SECRETARY OF STATE

STATE OF OKLAHOMA

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.

GREAT SEAL OF THE STATE OF OKLAHOMA 1907

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

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.

Secretary of State

EXHIBIT

tabbies

K

FILED - Oklahoma Secretary of State #2112095008 02/21/2006 11:38

OKLAHOMA Secretary of State Electronic Filing

DOMESTIC NOT FOR PROFIT CORPORATION
Document Number: 4816540002 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
Address
8321 S. 8th Street
Broken Arrow, OK 74011 USA

Title
Incorporator

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

Title
Incorporator

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

Title
Incorporator

DIRECTOR INFORMATION

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

Title
Director

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

Title
Director

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

Title
Director

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

ATTACHMENTS

File Label	File Name and Path
Additional language	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: 2/21/2006

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

[End Of Image]

Gmail by Google BETA

John Jacobs Jacobs <mnjjacobs@gmail.com>

Message from Twister on Patriot Guard Riders

3 messages

jeffbrown@valornet.com <jeffbrown@valornet.com> — **Sat, Feb 4, 2006 at 10:20 PM**
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

---

John Jacobs <mnjjacobs@gmail.com> — **Mon, Feb 6, 2006 at 10:07 AM**
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.

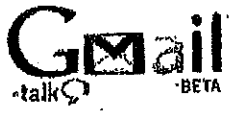
John Jacobs
(johnnysquire)

[Quoted text hidden]

Jeff Brown <jeffbrown@valornet.com> — **Tue, Feb 7, 2006 at 1:45 AM**
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]

EXHIBIT
tabbies
L



John Jacobs Jacobs <mnjjacobs@gmail.com>

Trademark License

6 messages

John Jacobs <mnjjacobs@gmail.com> **Wed, Apr 26, 2006 at 9:46 PM**
To: Jeff Brown <twister@patriotguard.org>

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> **Fri, Apr 28, 2006 at 10:23 AM**
To: John Jacobs <mnjjacobs@gmail.com>

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

EXHIBIT
M

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> **Fri, Apr 28, 2006 at 1:54 PM**
To: Jeff Brown <twister@patriotguard.org>

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> **Wed, Nov 8, 2006 at 9:40 AM**
To: Jeff Brown <twister@patriotguard.org>

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

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/Servicemark 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> **Thu, Nov 9, 2006 at 1:09 PM**
To: John Jacobs <mnjjacobs@gmail.com>

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]

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

John Jacobs Jacobs <mnjjacobs@gmail.com>

Trademark filings

1 message

John Jacobs <mnjjacobs@gmail.com> **Thu, Mar 9, 2006 at 9:25 AM**
To: Jeff Brown <jeffbrown@valornet.com>

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

EXHIBIT
tabbies
N

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

Gmail by Google BETA

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 particlar 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 someon tried to sell unauthorized (infringing) goods, but that would require legal help local to the infringer to really do anthing 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

EXHIBIT
tabbies
0

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 organziation in the eyes of the law and my work for you is becoming distinct from it's 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

EXHIBIT
tabbies
P

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

BROWN006502
ATTORNEY CLIENT PRIVILEGE WORK PRODUCT

[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

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ATTORNEY CLIENT PRIVILEGE WORK PRODUCT

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 "™" 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)

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ATTORNEY CLIENT PRIVILEGE WORK PRODUCT

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

BROWN006505
ATTORNEY CLIENT PRIVILEGE WORK PRODUCT

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

BROWN006506
ATTORNEY CLIENT PRIVILEGE WORK PRODUCT

EXHIBIT 13

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.

American Patch & Emblem Company

A DIVISION OF [illegible] 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	SHIP TO
Jeff Brown 8321 South 8th Street Broken Arrow, OK 74011	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 Guard Rider" 3x2" rectangle, stitched edge, plastic backing	2.5"	1.46	146.00T
	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_____

EXHIBIT 14

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

EXHIBIT 15

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

ART APPROVAL

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

SEND TO: RITA

COMPANY: PROMOPEDDLER

DATE: 12/5/05

PHONE NUMBER: 503 783 1480 EXT 207

FAX NUMBER: 415 598 2660

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.	
Make noted changes, then proceed.	
Make changes, then fax new proof.	

PRINT NAME: .....**DATE:** .....

SIGNATURE: .....

Important:

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

ARTWORK:

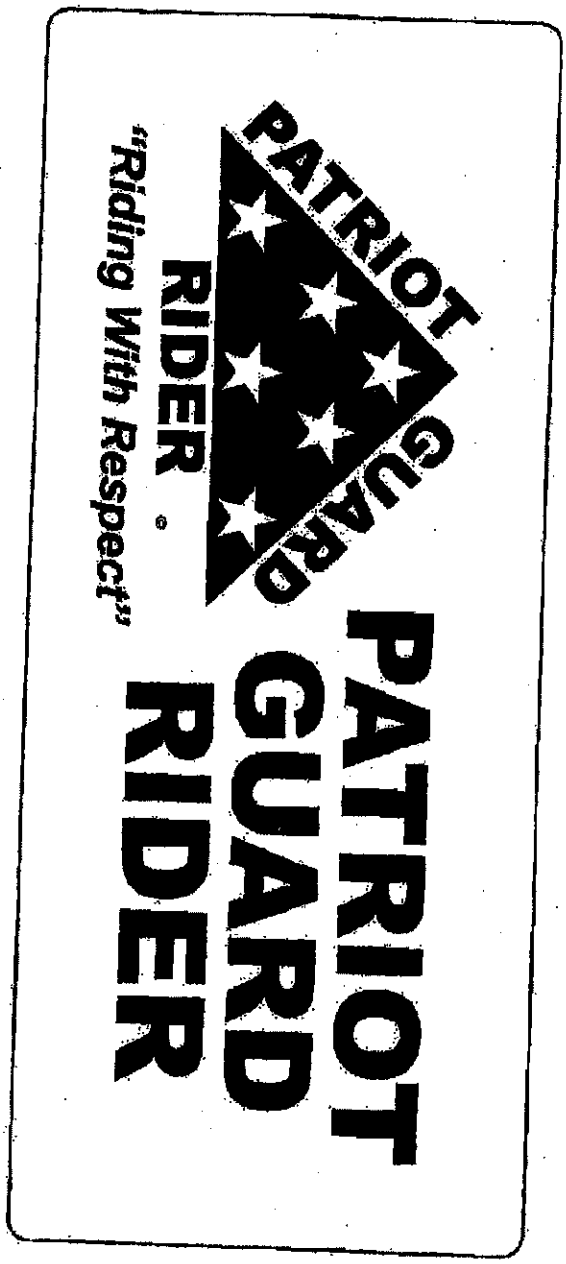


EXHIBIT 16

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@valornet.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/cufl11x142co1.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/cuflsetupch15.html (Shipped)	CUST1114HF_2_SBTUP	1	44.00

Subtotal	539.00
Shipping	10.31
Tax	0.00
Total	549.31

EXHIBIT 17

Trademark Trial and Appeal Board Electronic Filing System. http://estta.uspto.gov
ESTTA Tracking number: **ESTTA190780**
Filing date: **02/05/2008**

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

Proceeding	91181448
Party	Defendant Patriot Guard Riders, Inc.
Correspondence Address	James R. Foley Trexler, Bushnell, Giangiorgi, Blackston 36th Floor 105 West Adams St. Chicago, IL 60603 ptodocket@trexlaw.com
Submission	Motion to Amend/Amended Answer or Counterclaim
Filer's Name	James R. Foley
Filer's e-mail	ptodocket@trexlaw.com, jfoley@trexlaw.com, dmarr@trexlaw.com
Signature	/James R. Foley/
Date	02/05/2008
Attachments	_0205124250_001.pdf (7 pages)(249639 bytes)

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

Jeff Brown	)	
	)	
Opposer,	)	
	)	Opposition No. 91181448
vs.	)	Serial No. 77/040,379
	)	
Patriot Guard Riders, Inc.,	)	
	)	
Applicant.	)	

ANSWER AND AFFIRMATIVE DEFENSES (AMENDED)

Note: This Amended "Answer And Affirmative Defenses" is being filed to correct an inadvertent error (three occurrences) discovered in the original "Answer And Affirmative Defenses" filed by Applicant on 1/30/2008. Specifically, United States Trademark Application Serial No. 77/041,061 should have been listed in Paragraphs 14, 17 and 18 where United States Trademark Application Serial No. 77/040,379 appears in those paragraphs.

Preliminary note on improper substance of Complaint filed by Opposer

Applicant notes that the Trademark Trial and Appeal Board Manual of Procedure, §309.03(a)(2) "Elements of Complaint-In General", requires, *inter alia,* that:

> *The elements of a claim should be stated simply, concisely, and directly. However, the pleading should include enough detail to give the defendant fair notice of the basis for each claim.*
>
> *All averments should be made in numbered paragraphs, the contents of each of which should be limited as far as practicable to a statement of a single set of circumstances.* (citations omitted)

Applicant submits that Opposer's unnumbered, two-paragraph Complaint fails to comply with the above-quoted regulations. Nevertheless, Applicant denies the multiple averments incorporated into each of the two paragraphs included in Opposer's Complaint as being either

false and/or irrelevant to the dispositive issues involved. The specific reasons for Applicant's denials are set forth below in proper format.

1. Applicant, Patriot Guard Riders, Inc., was organized and incorporated within a few months thereafter as a not-for-profit in the State of Oklahoma on February 21, 2006. (Hereinafter, "PGR" will be used to refer to Patriot Guard Riders, Inc., and its predecessor organization, collectively).

2. The corporate filing papers name the Opposer, Jeff Brown, as an "Incorporator" and a "Director" of PGR, along with two other individuals - Mr. Jason Wallin and Mr. Kurt Mayer.

3. Opposer, Jeff Brown was named President of PGR, and also served as a Director of the Board.

4 As early as November 9, 2005, PGR began conducting organizational and support services in commerce for United States military personnel and their families who were being harassed at the funerals of fallen soldiers by religious fanatics.

5. PGR established a website on November 9, 2005 to communicate its services, and sell merchandise to help support the cause.

6. PGR merchandise could be purchased either on the main website, or at the "PGR Store", a separate website that was linked to the main website.

7. Opposer, Jeff Brown, operated the "PGR Store" website which sold merchandise associated with the PGR cause.

8. On February 13, 2006, Opposer's wife, Bonnie Brown, registered a Limited

Liability Company in the State of Oklahoma, named the "PGR Store".

9. On or around October, 2006, members of the Board of Directors of PGR obtained information indicating that, unbeknownst to PGR, revenue from the sale of PGR merchandise on the PGR Store was being diverted and retained by Opposer, Jeff Brown for his personal use (contrary to his fiduciary duty owed to PGR, and contrary to PGR's mission), and was not being turned over to PGR to further its mission. The PGR Board of Directors confronted Jeff Brown about this issue.

10. On November 6, 2006, Opposer, Jeff Brown sent an email indicating his intention to resign from his position with PGR and stated that the "PGR Store" would be closed after the current inventory was sold. At that time (and at all times since then) Jeff Brown did not object to PGR using and continuing to use the mark "Patriot Guard Riders". As such, Opposer, Jeff Brown has acquiesced to the fact that the mark "Patriot Guard Riders" belongs to PGR, and therefore this Opposition should be denied.

11. As a result of breaching his fiduciary duties owed to PGR by retaining revenue that belonged to PGR, the PGR Board voted in November, 2006, to remove Opposer, Jeff Brown, from his position as President of PGR and Director of the Board.

12. On November 9, 2006, Mr. Jason Wallin, with full authorization and on behalf of PGR, filed United States Trademark Application Serial No. 77/040,379 claiming rights to the "Patriot Guard Riders" mark on the basis of use by PGR and in the name of PGR; therefore, Applicant denies Opposer's assertion to the contrary.

13. When Applicant filed United States Trademark Application Serial No. 77/040,379, Applicant submitted a Declaration that Applicant believed that Applicant knew of no other party entitled to use the mark. This was, and is still, true. As such, Applicant denies

Opposer's assertion to the contrary that the Declaration was fraudulent.

14. On the same day, Opposer, Jeff Brown, individually, filed United States Trademark Application Serial No. 77/041,061, which also claims rights to the "Patriot Guard Riders" mark.

15. Opposer, Jeff Brown is not entitled to any individual rights in the "Patriot Guard Riders" mark. As a result of being a Director and Incorporator of PGR, any use by Opposer, Jeff Brown of the "Patriot Guard Riders" mark in connection with the "PGR Store" or otherwise inures to the benefit of the Applicant, PGR; therefore, Applicant denies Opposer's assertion to the contrary.

16. Additionally, when the public went to the PGR website and clicked on the link to purchase PGR merchandise, the public would logically assume that the PGR store was part of PGR. As such, any use of the PGR store, and the subject trademark thereon, must inure to the benefit of PGR in order to prevent confusion.

17. Applicant, PGR, has now filed a second United States Trademark Application, Serial No. 77/383,586, which broadly claims its rights in the "Patriot Guard Riders" mark and which is equivalent in scope to Opposer's United States Trademark Application Serial No. 77/041,061 with respect to the goods and services claimed, as well as the dates of first use in commerce claimed.[1]

18. Applicant, PGR, respectfully requests that the board amend the current Opposition Proceeding to include Applicant's recently filed United States Trademark Application, Serial No.

---

[1]Applicant's United States Trademark Application Serial No. 77/040,379 was prepared and filed without the assistance of an attorney and is limited in scope to composite mark and design which incorporates the "Patriot Guard Riders" mark, and seeks registration only in connection with PGR's organizational and support services.

77/383,586, as well Opposer's United States Trademark Application Serial No. 77/041,061, in order to avoid multiple Opposition Proceedings and to conserve both the Board's and the parties resources.

AFFIRMATIVE DEFENSES

19. Paragraphs 1-18 above are hereby incorporated herein by reference as if fully set forth again, and Applicant asserts at least the following affirmative defenses based on the facts contained therein: Unclean Hands, Fraud, Acquiescence.

Respectfully submitted,

PATRIOT GUARD RIDERS, INC.

Dated: February 5, 2008

By: /James R. Foley/

James R. Foley
David J. Marr
Attorneys for Applicant
Trexler, Bushnell, Giangiorgi, Blackstone & Marr, Ltd.
105 W. Adams, Suite 3600
Chicago, Illinois 60603
Telephone: (312) 704-1890
Facsimile: (312) 704-8023

CERTIFICATE OF SERVICE

It is hereby certified that a copy of the foregoing Answer and Affirmative Defenses has been sent first class mail this 5th day of February, 2008, postage pre-paid, to the following:

Rachel Blue
Doerner, Saunders, Daniel & Anderson
320 S. Boston, Suite 500
Tulsa, OK 74103

By _____ /James R. Foley/

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 28
IN SUPPORT OF OPPOSER'S MOTION FOR SUMMARY JUDGMENT

EXHIBIT 18

FILED - Oklahoma Secretary of State #3512096476 02/13/2006 15:35

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
SOS
4590600002

OFFICE OF THE SECRETARY OF STATE

STATE OF OKLAHOMA

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.

GREAT SEAL OF THE STATE OF OKLAHOMA 1907

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

M. Susan Savage

Secretary of State

EXHIBIT 19

OFFICE OF THE SECRETARY OF STATE

NOT FOR PROFIT
CERTIFICATE OF INCORPORATION

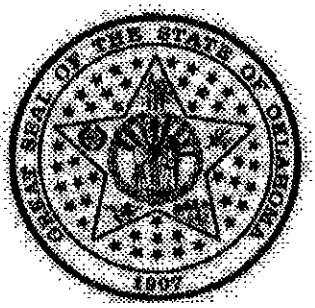
WHEREAS, the Not For Profit Certificate of Incorporation of

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.

Secretary of State

FILED - Oklahoma Secretary of State #2112066008 02/21/2008 11:38

OKLAHOMA Secretary of State Electronic Filing

DOMESTIC NOT FOR PROFIT CORPORATION
Document Number: 4616540002 Submit Date: 2/21/2008

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
Address
8321 S. 8th Street
Broken Arrow, OK 74011 USA

Title
Incorporator

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

Title
Incorporator

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

Title
Incorporator

DIRECTOR INFORMATION

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

Title
Director

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

Title
Director

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

Title
Director

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

ATTACHMENTS

File Label	File Name and Path
Additional language	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]

EXHIBIT 20

Gmail by Google BETA

John Jacobs Jacobs <mnjjacobs@gmail.com>

Message from Twister on Patriot Guard Riders

3 messages

jeffbrown@valornet.com <jeffbrown@valornet.com> **Sat, Feb 4, 2006 at 10:20 PM**
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

---

John Jacobs <mnjjacobs@gmail.com> **Mon, Feb 6, 2006 at 10:07 AM**
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]

Jeff Brown <jeffbrown@valornet.com> **Tue, Feb 7, 2006 at 1:45 AM**
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]

EXHIBIT 21

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

JEFF BROWN,
Opposer and Petitioner,
vs.
PATRIOT GUARD RIDERS, INC.,
Applicant and Respondant.

Opposition No. 91181448
Serial No. 77/040,379

- -

THE DEPOSITION OF BONNIE PERRY,
produced as a witness on behalf of the Opposer and Petitioner, in the above-styled and numbered cause, taken on the 13th day of October 2008, in the City of Tulsa, County of Tulsa, State of Oklahoma, before me, Marlene Percefull, Certified Shorthand Reporter, duly certified under and by virtue of the laws of the State of Oklahoma.

A P P E A R A N C E S

FOR THE OPPOSER: Ms. Courtney L. Bru
Ms. Rachel Blue
Attorneys at Law
320 S. Boston
Suite 500
Tulsa, OK 74103

FOR THE APPLICANT: Mr. David J. Marr
Mr. James A. O'Malley
Attorneys at Law
105 W. Adams St.
36th Floor
Chicago, IL 60603

ALSO PRESENT: Mr. Jeff Brown
Mr. Bill Richart

I N D E X

WITNESS	PAGE
Bonnie Perry	
Direct Examination by Ms. Bru	4
Cross Examination by Mr. Marr	36
Redirect Examination by Ms. Bru	39
Cont'd Redirect Exam by Ms. Bru	46
Recross Examination by Mr. Marr	104
Redirect Examination by Ms. Bru	105
Signature Page	107
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EXHIBITS

PETITIONER'S

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

(Whereupon, the deposition began at 9:20 a.m.) 9:19AM

MS. BRU: Do we want to do the normal stipulations with regard to signing?

MR. MARR: Yes, that's fine. 9:20AM

MS. BRU: Usual stipulations?

MR. MARR: Yes. This deposition is upon Federal rules and Oklahoma procedure and we agree to that?

MS. BRU: Yes. 9:20AM

MR. MARR: And stipulations will conform with that?

MS. BRU: Okay.

BONNIE PERRY,

having first been duly sworn to testify to the truth, the whole truth and nothing but the truth, testified as follows: 9:20AM

DIRECT EXAMINATION

BY MS. BRU:

Q All right. Please state your name and spell your name for the record. 9:20AM

A Bonnie Perry, B-O-N-N-I-E, P-E-R-R-Y.

Q And have you ever gone by any former names?

A Yes, Bonnie Cutler, C-U-T-L-E-R.

Q Give us your address, please. 9:20AM

1 violation, how would the board find out about a 9:45AM
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"? 9:45AM
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? 9:46AM
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 9:46AM
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. 9:46AM
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? 9:47AM

1 A I believe the store may have been up by then. 9:47AM
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, 9:47AM
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. 9:47AM
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? 9:47AM
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? 9:47AM
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? 9:48AM

1 A Indiana. 9:48AM
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 9:48AM
6 slogan?
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. 9:48AM
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 9:49AM
16 Indiana approach you with that slogan?
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? 9:49AM
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 9:49AM

1 for the Patriot Guard Riders Riding with Respect 9:49AM
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 9:49AM
6 Brown's ownership of any mark, any Patriot Guard mark?
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? 9:50AM
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? 9:50AM
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 9:51AM
21 opposition, with Jeff Brown?
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? 9:51AM

A File it on whose behalf? 9:51AM
Q That wasn't my question. Would you read back me question?
(Whereupon, the court reporter read back the previous question.) 9:51AM
MR. MARR: I object to the question as ambiguous. Filing a trademark application, did Jeff Brown ever talk with the witness about it. I don't understand your question. In what respect?
MS. BRU: In any respect. I don't have to specify here. 9:52AM
Q Did you ever have any conversations with Jeff Brown about Jeff Brown wanting the file a trademark application for the mark Patriot Guard Riders?
A No. 9:52AM
Q How about after Jeff filed his trademark application? You are aware that Jeff Brown has filed a trademark application claiming ownership to the mark Patriot Guard Riders?
A Yes, sir. 9:52AM
Q Have you discussed that application with him at all?
A Not discussed, no.
Q When do you mean "not discussed"?
A I believe we may have traded e-mails at one point, 9:53AM

just brief e-mails. 9:53AM
Q When was that, do you remember?
A After he had filed, I do not recall a time.
Q Would that have been 2006, 2008?
A Maybe 2008, maybe 2007, after I left the board. 9:53AM
Q Have you e-mailed Jeff Brown recently about any topic?
A No.
Q What's your personal opinion on the trademark issue? Who do you think owns the mark Patriot Guard Riders in your own personal opinion? 9:53AM
A Patriot Guard Riders.
Q And why?
A Because it was created for Patriot Guard Riders. It was created for an organization that was to operate under that name. 9:54AM
Q What basis do you have for that belief?
A The fact that we started as the Patriot Guard Riders. We as an organization, the group of us.
Q Let's take a break. 9:54AM
(Following a short recess at 9:54 a.m., proceedings continued on the record at 10:13 a.m.)
Q How do you know Jason Wallin? When was the first time you ever met Jason Wallin?
A I knew him through XL forum. It was a Sportster 10:14AM

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

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

1 Q Specifically worried about the states branching 10:42AM
2 off and creating?
3 A Yes.
4 Q When were those conversations?
5 A Various times through the first year. When 10:42AM
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 10:42AM
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. 10:43AM
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? 10:43AM
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 10:43AM

1 of. I think they were doing the incorporation. 10:43AM
2 Q Do you remember a specific attorney at Winters
3 King?
4 A Winters.
5 Q Tom? 10:43AM
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 10:44AM
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? 10:44AM
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 10:44AM
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 10:45AM

1 that. Are those things that you spoke with other 10:45AM
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, 10:45AM
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. 10:45AM
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. 10:45AM
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? 10:46AM
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 10:46AM

1 application? 10:46AM
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? 10:46AM
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 10:46AM
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 10:46AM
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. 10:47AM
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? 10:47AM

1 Q Take a look at Exhibit 20. Would you agree that 6:39PM
2 those are items that were available for purchase --
3 A Uh-huh.
4 Q -- as of September 4, 2006?
5 A Uh-huh. 6:39PM
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 6:40PM
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. 6:40PM
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? 6:41PM
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 6:41PM

1 leadership. Some of those questions have focused on 6:41PM
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." 6:41PM
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-O-D
10 later that year." Do you know whether a similar 6:41PM
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? 6:42PM
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 6:42PM
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 6:42PM

1 improper behavior by board members, so we wanted 6:42PM
2 something in place.
3 Q Give me some examples.
4 A Misappropriating funds from our store,
5 misappropriating funds from sources. 6:42PM
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 6:43PM
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? 6:43PM
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. 6:43PM
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 6:44PM

1 perhaps getting a license for the PGR logo? 6:44PM
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 6:44PM
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. 6:44PM
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 6:45PM
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 6:45PM
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? 6:45PM

A Yes. 6:45PM
Q Was it your understanding that you had permission to use the PGR list logo on the Web site?
A Absolutely. It belonged to the organization.
Q But if it belonged to the organization, why 6:46PM couldn't the organization not use it for anything else?
A I'm not sure why Ed wrote this.
Q As a board of directors member, we heard testimony today that they were authorized to speak for the membership on behalf of the board. Would you agree 6:46PM with that?
A Not without the rest of the board, no, I would not agree with that.
Q Take a look at this one. Do you remember at some point the group decided -- the organization decided to 6:46PM have a design contest for a ride coin?
A I think so, yes.
Q And my understanding of a ride coin is just like a souvenir, that you participated in an event. And other organizations have ride coins? 6:47PM
A Yes.
Q There was posted by Waldo, Jason Wallin Waldo, 15 November 2006. He was still serving as corporate treasurer at this time. Proposed rules for challenged coin design. "Number 2, forbidden design elements 6:47PM

includes the copy written logo that Jeff Brown drew as 6:47PM we only have permission to use it on the Web site but not in marketing material." Was Jason on the board at this time?
A Yes. 6:47PM
Q Why do you think he had the same understanding as Ed on the same date as permissible use of the logo and impermissible use of the logo?
A I don't know why he had that. There were -- there 6:48PM were times -- and during this time we were being threatened with a lawsuit saying that this was going to -- there was going to be a challenge towards the trademark. So at that time both Jason, all of us, decided to -- although we still had the logo, we still used it, we just tried to approach it lightly until we 6:48PM could settle the claims of the lawsuit that were going to be made.
Q Where was the lawsuit filed?
A There was none. There were threats.
Q Other posting from the same date. Looks like it's 6:48PM still about the coin design. Do you know whether or not Jeff Brown ever attempted to copyright the logo?
A No, I don't.
Q Did PGR, Incorporated, ever attempt to copyright the logo? 6:49PM

A Jeff had told us that it was copyrighted for the 6:49PM organization already. He told many people that.
Q Who threatened you with a lawsuit?
A Jeff Brown.
Q Did he relay that information to you directly? 6:49PM
A No.
Q Did he relay that to the board?
A He relayed it to probably members of the board, perhaps Ronnie or Snap or both.
Q Bill Lines? 6:49PM
A Bill Lines.
Q This LadyTrog, a person named LadyTrog on 15-11-2006. Looks like she's Carmen Anderson. And she's referring to the post by Waldo that we just talked about. And she asks, "So what is the 6:49PM copywritten logo." And Jason responds, "The logo that sits in the upper right and left of each page on the site. Anything else is fair game." Again, the board, I guess, was acting under the impression that it had be copywritten? 6:50PM
A No -- well, perhaps at that time we still had -- we weren't aware.
Q Were you privy to any of the discussions between Jeff Brown and the board in November of 2006 regarding the store? 6:50PM

A No. That would have been Snap, Bill Lines and 6:50PM Ronnie Awtry.
Q Jeff didn't have negotiations with the entire board about the logo in November of 2006?
A No. 6:50PM
Q This is another forum posting. At the top Ed Mueller, "The logo was approved for the Web site, but approval for merchandising was turned down." Do you know whether or not Jeff Brown has offered PGR, Incorporated, that he would allow them to use the logo 6:51PM on the Web site but not allow them to use the logo on merchandise?
A I believe that he did make that statement.
Q And why was that rejected?
A Because we have the copyright, that we -- it 6:51PM belonged to the company, that anything that Jeff did for the company creating the design, creating the name, drawing the logo, everything was done on behalf of the company. So when he offered to license it to us, we turned him down because it wasn't his to license, it 6:51PM was ours.
Q In November of 2006, it looks like board members are operating under the assumption that Jeff did own the logo?
A They weren't operating under that assumption, they 6:51PM

1 were going -- trying to tread lightly in light of the 6:51PM
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 6:52PM
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. 6:52PM
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. 6:52PM
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 6:52PM
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 6:52PM

1 and we didn't know, I'm going to guess, that at this 6:52PM
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. 6:53PM
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? 6:54PM
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 6:54PM
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 6:54PM
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 6:54PM

1 the current logo and name on the Web site, but would 6:55PM
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
5 his store and Jeff agreed that we, PGR, could also open 6:55PM
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.
10 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
15 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
20 not accept those terms and took a chance and filed for 6:56PM
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.
25 Q "it was at that time the BoD found out that Jeff 6:56PM

1 did not have the logo trademark. Our application beat 6:56PM
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
5 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
10 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
15 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.
20 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
25 had been, so we took a chance and went ahead and filed. 6:57PM

Q This was stapled. I apologize in advance. In 6:58PM
this is a forum posting dated 17 November 2006 Snap67.
Is that Bill Lines?
A Yes.
Q "We realize that there are a lot of questions, and 6:58PM
a lot of answers and a lot of rumors floating around
concerning the issues that led to Jeff's resignation,
and the current status of the PGR as a nonprofit
organization. Outlined below are the facts as we
understand them." Who do you think he's referring to 6:58PM
when he says "we"?
A I'm guess he's speaking on behalf of the board.
Q "Number 1, Jeff created the concept of PGR
national and the PGR store. Number 2, Jeff designed
the logo on the merchandise that it appears on. Number 6:59PM
3, Jeff and his wife are the sole owners of the PGR
store. Number 4, the PGR store was placed on the front
page of the Web site for members to order their PGR
items, leaving some members to believe that the store
belongs to the PGR. Five, we've been told that 100 6:59PM
percent of the proceeds from the PGR store belonged to
Jeff. Six, to date Jeff has donated approximately
$67,000 to the PGR. Seven, based on concerns, the
board asked Jeff to see the income. Eight, Jeff
refused to divulge, it's nobody's business. Nine, Jeff 6:59PM

stated he's made approximately $30,000 personal 6:59PM
profits. Based on the fact Jeff was making profit, the
BoD determined it created a conflict of interest and
when asked by the board to give the information, Jeff
chose to resign. Jeff has offered the PGR the use of 7:00PM
the logo and name Patriot Guard Riders to use on our
Web site only for a period of one year. Jeff has made
it very clear that this excludes the PGR from being
able to use the logo or name in connection with any
merchandising. Fourteen, while transitioning to new 7:00PM
leadership, the BoD, through investigation, became
aware that Jeff had neither completed the trademarking
application for the logo and name, nor the application
for national tax exempt status for the PGR 501(c)(3).
The board is now working on creating a new logo. From 7:00PM
this point forward, the current BoD plans to run the
PGR site. Transparency. More open communications."
Let's go back. "Transparency with regard to all issues
concerning PGR management i.e. financials, PGR store
(when one is open)," et cetera, et cetera. Do you 7:00PM
understand -- did you understand that those were the
facts as of 17 November 2006?
A Understand that that's the order of how things
occurred, yes.
Q And we agree and we already said that Bill Lines 7:01PM

was speaking on behalf of the board of directors? 7:01PM
A He put out a statement, yes.
Q What has changed since that the PGR now argues
that it created and owns the PGR logo?
A PGR didn't -- 7:01PM
MR. MARR: I object that there's testimony
that the PGR never stated it created the logo.
MS. BRU: We'll let the transcript show.
I'm pretty sure it's there.
Q You can answer. 7:02PM
A Jeff Brown created the logo and the merchandise
but he did so for the PGR as a member of the board of
directors of the PGR, and not on behalf of himself. It
with all for the PGR. Everything he's done is PGR.
Q Do you base that on the fact that he filed his 7:02PM
trademark application as an individual?
A No.
Q What do you base that on?
A The fact that I think that he did everything on
behalf of the PGR based on his own statements. 7:02PM
Q Did he tell people that he was the sole owner of
the PGR store?
A Not --
MS. BRU: I'm going to just note for the
record that Mr. Marr, before Bonnie had a chance to 7:02PM

answer, looked at Bonnie and shook his head no 7:02PM
before she responded.
A I was waiting for an objection if there was one.
Not -- what was your question again?
Q How did Snap know that Jeff and his wife were the 7:03PM
sole owners of the PGR store as of 17 November 2006?
A That's when Jeff told us.
MR. MARR: Now I'm going on record saying
that I was indicating that I was not going to make
an object and that she could answer the question. 7:03PM
MS. BRU: That's fine.
Q Do you disagree with any of these facts?
A These are not facts as we know them, these are
facts as -- I wouldn't even call these facts. This is
a series of events. We were not aware of all the facts 7:03PM
until after we were able to fully investigate it and
this was within a week of it all going down.
Q So you didn't investigate it before you filed an
application for PGR?
A That is not what I said. 7:03PM
Q Did the board investigate into who was using the
mark before it filed its application on November 9,
2006?
A As far as seeing if there was a trademark filed
for it? 7:04PM

EXHIBIT 22

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

JEFF BROWN, Opposer and Petitioner,	
vs.	Opposition No. 91181448
PATRIOT GUARD RIDERS, INC., Applicant and Respondent.	Serial No. 77/040,379

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THE DEPOSITION OF WILLIAM HAROLD RICHART, produced as a witness on behalf of the Opposer and Petitioner, in the above-styled and numbered cause, taken on the 13th day of October 2008, in the City of Tulsa, County of Tulsa, State of Oklahoma, before me, Marlene Percefull, Certified Shorthand Reporter, duly certified under and by virtue of the laws of the State of Oklahoma.

A P P E A R A N C E S

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ALSO PRESENT:
Mr. Jeff Brown

I N D E X

WITNESS	PAGE
Bill Richart	
Direct Examination by Ms. Bru	4
Cross Examination by Mr. Marr	109
Redirect Examination by Ms. Bru	111
Signature Page	114
Reporter's Certificate	115

EXHIBITS

PETITIONER'S Number		Identified	Offered
5	Terms of Use	20	
6	E-mail 4-28-08	21	
7	E-mail 8-13-07	34	
8	Zippy posting	35	
9	E-mail 1-6-08	42	
10	E-mail 5-22-08	68	
11	Wescoot 2 posting	69	
12	E-mail 1-6-08	73	
13	FJB Web site	76	
14	Trademark app	87	
15	Trademark app	88	
16	Trademark app	--	
17	Notice of Oppos.	91	
18	Applicant's Answer	93	
19	E-mail 5-12-08	95	

(Whereupon, the deposition began at 2:19 p.m.)

WILLIAM HAROLD RICHART,
having first been duly sworn to testify to the truth, the whole truth and nothing but the truth, testified as follows:

DIRECT EXAMINATION

BY MS. BRU:

Q Could you please state your name and spell your name. 2:19PM

A William -- full name?

Q Sure.

A -- Harold Richart, II. Spell all that?

Q Just the last name for us.

A R-I-C-H-A-R-T. 2:19PM

Q It's Richart?

A (Nods head.)

Q We've had like a money bet going on how you pronounce that.

A You're like four or five behind. 2:19PM

Q What's your address?

A 218 East Boonville, B-O-O-N-V-I-L-L-E, in Sedalia, Missouri.

Q What's your current position with PGR, Incorporated? 2:19PM

1 relationship with Jeff? 2:34PM
2 A Again, can you provide a time frame?
3 Q Since you met him.
4 A Initially we probably spoke several times a week
5 for a while, sometimes the same day and sometimes not 2:34PM
6 for a long time. But in the initial aspects of what I
7 believed the PGR was doing was good.
8 Q Do you consider yourself sort of a spokesperson
9 for the organization to the membership?
10 A Certainly. 2:35PM
11 Q Okay. Who else would you say has that sort of
12 designation?
13 A I would say a large group of PGR members from our
14 national staff, including our ride captains. Ride
15 captains are presented to the membership. 2:35PM
16 Q I guess since you came onboard in March or
17 February of 2007 --
18 A Six.
19 Q -- 6, were you involved at all in the creation of
20 the Web site? 2:35PM
21 A No.
22 Q Okay. Have you ever been involved in a decision
23 to limit a member's access to www.patriotguard.org? Go
24 ahead and answer again for me.
25 A I'm sorry, yes. 2:36PM

1 Q How many times have you reached a decision to do 2:36PM
2 that?
3 A I don't know as I could put a number to it. More
4 than ten.
5 Q Okay. 2:36PM
6 MR. MARR: Once again, object on the basis
7 of irrelevancy to this whole line of questioning.
8 MS. BRU: Okay.
9 Q Can you limit someone's access from the site
10 itself? 2:36PM
11 A As far as being able to post?
12 Q Just getting on there and reading what's
13 available.
14 A To some extent.
15 Q Tell me what you mean by that. 2:36PM
16 A You can block an ISP address or an IP address, I'm
17 sorry, but it's nothing that is not usually easily
18 overcome. The Web is pretty open.
19 Q Can you block someone's access only from the forum
20 part of Web site? 2:37PM
21 A I'm not sure I understand.
22 MR. MARR: I don't understand the
23 question.
24 Q Well, you have a Web page then you have a link to
25 forums, correct? 2:37PM

1 A Yes. 2:37PM
2 Q Is there any way someone could look at the store,
3 the mission statement and the history and not be
4 allowed to look at the forums?
5 A Not nonmembers. You have to be a member to be 2:37PM
6 able to see the forums.
7 Q How do you sign up to be a member?
8 A There's a link on the home page.
9 Q Have you ever rejected anyone who wanted to be a
10 member? 2:37PM
11 A There's no review process when somebody signs an
12 account up.
13 Q Do you all members get patriotguard.org Web
14 addresses, e-mail addresses?
15 A No. 2:37PM
16 Q How do you get one of those?
17 A It's something you request, but it's not available
18 for every member because it's a demand on the PGR
19 resources. Generally we restrict it to people who hold
20 positions of leadership. 2:37PM
21 Q Okay. When they are no longer in positions of
22 leadership, do they get to keep their patriotguard.org
23 e-mail address?
24 A Not generally.
25 Q Okay. 2:38PM

1 A Some people have, but it's something we're trying 2:38PM
2 to limit.
3 Q Have you ever been involved in -- there were terms
4 of use that existed prior to your joining the
5 organization. 2:38PM
6 A Yes.
7 Q Are you familiar with those?
8 A To the extent that I probably wrote them three
9 years ago.
10 MS. BRU: Are we up to 5? 2:38PM
11 THE REPORTER: Five is next, yes.
12 Q Do you know if those terms of use have been
13 altered or amended in any way since they were first put
14 together?
15 A Yes, I believe they have. 2:39PM
16 Q So this document in front of you, Petitioner's
17 Exhibit 5, dated 11-1-2006, take a look and let me know
18 if that's an accurate representation of the current
19 terms of use.
20 A I wouldn't be able from memory. It's a pretty 2:39PM
21 long document. I know we have addressed things as
22 we've learned that weren't covered to start with.
23 Q Okay. What kind of things come to mind?
24 A Guidelines on the site, topics that can come up
25 that we never expected to, use of some words and names, 2:39PM

1 A Yes. 4:19PM
2 Q Is there a PGR office at that address?
3 A No.
4 Q Do you know whose address that is?
5 A I believe it was Jason Wallin's address. 4:19PM
6 Q Do you recognize the 970 phone number?
7 A Not from top of my head but I do know the area
8 code is Colorado.
9 Q Okay. How about the e-mail address,
10 jason@patriotguard.org? 4:20PM
11 A Yes.
12 Q Do you recognize that?
13 A Yes.
14 Q Whose address is that?
15 A Jason Wallin's. 4:20PM
16 Q Okay. "Legal entity, type, corporation." Do you
17 agree that this application was filed on behalf of a
18 corporate entity?
19 A Yes.
20 Q What if that said type, individual? 4:20PM
21 A I would probably ask somebody to explain that to
22 me.
23 Q Go ahead and turn over to Page 2. "Correspondence
24 information." You'll see that same Windsor, Colorado,
25 address and that signature is signed electronically by 4:20PM

1 Jason B. Wallin as treasurer of Patriot Guard Riders, 4:20PM
2 Incorporated, 11-9-2006. Was Jason Wallin the
3 treasurer of Patriot Guard Riders at the time of filing
4 of this application?
5 A To the best of my knowledge, yes. 4:21PM
6 Q Were you on the board at this time?
7 A I was not.
8 Q Were you on head shed at this time?
9 A Yes.
10 Q Do you remember any conversations about filing 4:21PM
11 this trademark application?
12 A I do, but nothing with specificity. I know that I
13 was told that the trademark had been filed for, but we
14 became aware that it had not been.
15 Q Okay. Was that around -- 4:21PM
16 A It was pretty much a surprise at that time because
17 we were under the impression that the corporation had
18 owned the trademark all along.
19 Q Okay.
20 MR. MARR: Counsel, I believe Bonnie Perry 4:21PM
21 would be a more appropriate person to answer these
22 questions since she was on the board and she was on
23 the con call referring to this filing -- relating to
24 this filing.
25 MS. BRU: Bill, is a designated corporate 4:22PM

1 rep for facts relating to defense of the opposition, 4:22PM
2 do you think all these questions are going to be
3 best posed to Bonnie?
4 MR. MARR: With regard to the filing of
5 the trademark application, I think that Bonnie is 4:22PM
6 the one that has more knowledge, firsthand knowledge
7 than Bill does.
8 MS. BRU: Okay.
9 MR. MARR: I'm sorry, Bonnie or Kurt --
10 no, not Kurt, Bonnie. 4:22PM
11 MS. BRU: Since Bill is designated as
12 talking about the opposition, let's go ahead and go
13 through these questions and then we can bring Bonnie
14 in and she can fill any gaps or give us some extra
15 personal knowledge. I think also Bill did testify 4:22PM
16 what he was prepared to talk about this application,
17 so we'll keep going.
18 Q If you keep looking through there, the pages
19 aren't numbered, but you'll get to a page with a
20 triangular logo. Is that the logo that appeared on PGR 4:23PM
21 merchandise at the time of the filing of this
22 application, do you think?
23 A I believe so.
24 Q Turn to the next page. What is that T-shirt?
25 A From Sturgis. 4:23PM

1 Q Does it have the triangular logo? 4:23PM
2 A Certainly.
3 Q Where is that?
4 A Right here (indicating).
5 Q On the front pocket. Have you seen that shirt in 4:23PM
6 person?
7 A Yes, I have one or two.
8 Q Since we can't read it, does that logo on the
9 front just indicate -- does it say Patriot Guard Riders
10 Riding With Respect? 4:23PM
11 A I will not be able to guarantee. I believe that
12 some shirts have been made at one time that did not
13 have the S on the Riders.
14 Q Okay.
15 A I cannot specify to that one. 4:23PM
16 Q Okay.
17 A Patriot Guard Riders general concept, yes.
18 Q Let me ask you this. Turn to Page 2. There's a
19 specimen description. I'll tell you it's referring to
20 that T-shirt we were just talking about. Says, "This 4:24PM
21 is a sample of a T-Shirt that we sold to help raise
22 money for scholarships for the families of fallen
23 soldiers." Is that a true statements?
24 A That was in 2006. I couldn't tell you with
25 specificity that's where that money went to, what they 4:24PM

1 saying that all the profits received from my store go 5:02PM
2 back to PGR?
3 A I've seen numerous writings -- several, I won't
4 say numerous, that says it goes to support PGR and I'm
5 trying to remember the exact words. 5:03PM
6 Q I don't want you to guess.
7 A Everything I've seen was indicated that --
8 indicated that it went to PGR.
9 Q Okay. Where did you see that?
10 A E-mails, posts, forum posts. 5:03PM
11 Q Do you have any of those in your possession still?
12 A I believe I have, yes.
13 Q How many forum posts did you see about whether the
14 store was for profit?
15 A That was for profit? 5:03PM
16 Q (Nods head up and down.)
17 A That said it was for profit? I believe the one
18 that caused the uproar, which resulted in Mr. Brown
19 being removed.
20 Q Okay. Since you're president of the board of 5:03PM
21 directors, can you give me a sense of why the
22 organization feels like the mark, the PGR logo, belongs
23 to PGR, Incorporated, as opposed to Mr. Brown?
24 A It represented our mission and what we were
25 founded under. We still use it today. None of us 5:04PM

1 signed on with what we did with the intention of 5:04PM
2 putting anything in anyone's pocket. What we do is
3 strictly about the families and for our members, that's
4 very sacred. I mean, it's just not something that we
5 do. If you go on one of our missions and you meet a 5:04PM
6 family and they look you in the eye with their tears
7 when they're burying a loved one and say thank you to
8 someone that's given a few hours of their time, that's
9 why we do what we do. Not for profit. Most of us
10 would be deeply offended if somebody offered to pay us. 5:04PM
11 Q I don't want to downplay anything that you just
12 said, but I want you to tell me specifically why you
13 think PGR owns the logo.
14 A Just the love of the PGR. And PGR, Incorporated,
15 is an ongoing concern in accordance of what it was 5:05PM
16 chartered to do and incorporated as.
17 Q Do you ever post on PGR forums?
18 A Yes.
19 Q Have you ever talked about the trademark dispute?
20 A Certainly. 5:05PM
21 Q Have you ever posted facts or blurbs or any
22 information on behalf of the board about the trademark
23 dispute?
24 A I'm sure.
25 Q When this happens, is that something -- has the 5:05PM

1 board authorized you to do that directly? 5:05PM
2 A I've made announcements regarding it or shared
3 information, but there always been threads where people
4 questioned and ad hoc answers were given on whichever
5 board member was able to. 5:05PM
6 Q How does the board decide what information to make
7 available on the forums about the trademark dispute?
8 A If you're talking about -- you're asking a
9 question that I really can't answer.
10 Q Well, occasionally there's posts from the board on 5:06PM
11 the forums about the trademark.
12 A If I was going to publish an announcement, I would
13 run a draft copy by the board.
14 Q Would it be voted on?
15 A To some extent, yes. There would be room for 5:06PM
16 comments, concern, criticisms, yes.
17 Q We'll leave the rest of that for Bonnie. What do
18 you know about the very first PGR store that appeared
19 on www.patriotguard.org Web site? This would have been
20 before you were a member. Do you know anything about 5:07PM
21 it?
22 A From discussion and learning about this, I
23 understand that objects were available at least as far
24 as December for sale using part of our PGR Web site.
25 And that's really about the extent of what I know. 5:07PM

1 Q Those items that were for sale in December of 5:07PM
2 2005, where were they physically kept?
3 A I wouldn't know. I know that currently our stores
4 are -- our items are kept at CDM but that doesn't make
5 CDM, PGR. 5:07PM
6 Q Do you know what subsequent PGR store means. What
7 does that means to you?
8 A Following. After.
9 Q Okay. Would subsequent PGR store, in your
10 opinion, govern a store that was housed within the 5:07PM
11 Patriotguard.org Web site?
12 A From what you've said, I can't draw a conclusion
13 on that.
14 Q Okay. I think you testified earlier that at some
15 point when you clicked on a link to go to a PGR store, 5:08PM
16 and I using that term generically, it would take you to
17 an external site?
18 A Yes.
19 Q Is that your testimony? Were there times or was
20 there a period when you went to that external site, the 5:08PM
21 store still just said PGR store?
22 A As opposed to?
23 Q As opposed to Twister's.
24 A When the store was a link from our home page, it
25 did not say Twister's that I'm aware of, no. 5:08PM

Q I'm asking for your knowledge about that. 5:13PM
A My understanding would be that the profit would be what you have left after paying for something.
Q So after paying CDM, that would be profits?
A My understanding, yes. 5:13PM
Q All right. While you were on the board, did the board ever negotiate with Jeff Brown about a license for the logo?
A Yes.
Q When was that? 5:14PM
A It was ongoing through about the time that I came on the board in November of 2007 through maybe April of 2008. There were probably two or three different offers.
Q Back and forth? Why did the board decide to stop negotiation with Jeff Brown? 5:14PM
A Because the central issue seemed to be who owned the mark.
Q Were you on the board in December of 2006?
A No. 5:15PM
MS. BRU: Do you want us to step outside real quick?
(Following a short recess at 5:15 p.m., proceedings continued on the record at 5:19 p.m.)
Q Let's go back on the record. Just a couple more 5:19PM

questions. 5:19PM
A And I have a question, if I may. I may have misunderstood something. We were discussing the negotiations to attempt to settle this and you asked me something about licensing. 5:19PM
Q Uh-huh.
A Was that in reference to negotiations?
Q Did you ever negotiate -- was a license ever offered as part of a potential settlement?
MR. MARR: Excuse me. Objection. I 5:19PM think, to be clear, if you could specify a time frame.
MS. BRU: I think we are now -- no, I'm going back and changing the question that I asked.
MR. MARR: Well, I think the witness was 5:19PM confused as to your question, that's why I'm asking you to re-ask it.
Q Okay. How about this. Since the opposition was filed December 21st, did the board negotiate with Jeff Brown? 5:20PM
A September 21, 2006.
Q December 21st, 20006.
MS. BLUE: 2007.
MR. MARR: Objection. These were settlement negotiations and they're inadmissible. 5:20PM

MS. BRU: I'm not asking for the content. 5:20PM
There's a lot of evidence that came out today that is not going to be admissible.
MR. MARR: Okay.
A Could you repeat? 5:20PM
Q As of the filing of the opposition on December 21st, 2007, since that date, has the board negotiated Jeff Brown in an attempt to settle this matter?
A Yes. 5:20PM
Q Was a license ever proposed by Jeff Brown to try to settle this matter?
A I believe a license was proposed from both sides.
Q From both sides?
A As the PGR has always maintained that they owned 5:20PM it to start with.
Q Okay.
A I think we demonstrated that with our continued use of it.
Q Okay. When did the PGR gear store come online? 5:20PM
A I think you already asked that. I told you I can't answer with specificity. Sometime close to, I would say -- you asked me not to guess a minute ago. December '06 to January or so of '07.
Q Before the PGR gear stored opened, was there any 5:21PM

store where a member could buy PGR merchandise that 5:21PM wasn't owned by Jeff Brown?
MR. MARR: I don't understand the question.
Q Before PGR gear came online December '06 through 5:21PM January 2007, was there any place that a member could go to purchase PGR merchandise from a store that wasn't owned by Jeff?
MR. MARR: I object. I think you're assuming facts that are not in evidence. I believe 5:21PM you asked the question when it -- when the PGR board came into existence and he testified he couldn't tell you, but now you've asked the question when it came --
MS. BRU: He gave me an approximate 5:22PM timeline. I mean, this is not the forum to be discussing that.
MR. MARR: Okay.
Q Before December '06, just say the whole month.
A Okay. 5:22PM
Q Before December 1st, 2006, was there any place that a PGR member could go and buy PGR merchandise that was not owned by Jeff Brown?
A My difficulty in answering this is because the entire time up to November of '06 I had assumed that, 5:22PM

EXHIBIT 23

John Jacobs Jacobs <mnjjacobs@gmail.com>

Trademark filings

1 message

John Jacobs <mnjjacobs@gmail.com> **Thu, Mar 9, 2006 at 9:25 AM**
To: Jeff Brown <jeffbrown@valornet.com>

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

EXHIBIT 24

Gmail by Google BETA

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 particlar 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 someon tried to sell unauthorized (infringing) goods, but that would require legal help local to the infringer to really do anthing 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

EXHIBIT 25

PTO Form 1478 (Rev 9/2006)
OMB No. 0651-0009 (Exp 09/30/2008)

Trademark/Service Mark Application, Principal Register

TEAS Plus Application

Serial Number: 77040379
Filing Date: 11/09/2006

NOTE: Data fields with the * are mandatory under TEAS Plus. The wording "(if applicable)" appears where the field is only mandatory under the facts of the particular application.

The table below presents the data as entered.

Input Field	Entered
*TEAS Plus	YES
MARK INFORMATION	
*MARK FILE NAME	\\TICRS\EXPORT2\IMAGEOUT2\770\403\77040379\xml1\FT K0002.JPG
*SPECIAL FORM	YES
USPTO GENERATED IMAGE	NO
LITERAL ELEMENT	Patriot Guard Riders Riding with Respect
*COLOR MARK	YES
*DESCRIPTION OF THE MARK (and Color Location, if applicable)	The mark consists of this mark has a yellow field with a blue and white folded American flag and blue text.
*COLOR(S) CLAIMED (If applicable)	yellow, blue, and white
PIXEL COUNT ACCEPTABLE	YES
PIXEL COUNT	900 x 572
APPLICANT INFORMATION	
*OWNER OF MARK	Patriot Guard Riders, Inc.
*STREET	312 Granite Ct
*CITY	Windsor
*STATE	Colorado

(Required for U.S. applicants)	
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants only)	80550
PHONE	970-402-1892
EMAIL ADDRESS	jason@patriotguard.org
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
LEGAL ENTITY INFORMATION	
*TYPE	CORPORATION
*STATE/COUNTRY OF INCORPORATION	Oklahoma
GOODS AND/OR SERVICES AND BASIS INFORMATION	
*INTERNATIONAL CLASS	045
*FIRST USE ANYWHERE DATE	At least as early as 11/11/2005
*FIRST USE IN COMMERCE DATE	At least as early as 06/01/2006
*DESCRIPTION	Organizing and conducting support groups in the field of **MILITARY AND MILITARY FAMILY SUPPORT**
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 11/11/2005
*FIRST USE IN COMMERCE DATE	At least as early as 06/01/2006
SPECIMEN FILE NAME(S)	\\TICRS\EXPORT2\IMAGEOUT2\770\403\77040379\xml1\FT K0003.JPG
SPECIMEN DESCRIPTION	this is a sample of a t-shirt that we sold to help raise money for scholorships for the families of fallen soldiers.
ADDITIONAL STATEMENTS INFORMATION	
*TRANSLATION (If applicable)	
*TRANSLITERATION (If applicable)	
*CLAIMED PRIOR REGISTRATION (If applicable)	

*CONSENT (NAME/LIKENESS) (If applicable)	
*CONCURRENT USE CLAIM (If applicable)	
CORRESPONDENCE INFORMATION	
*NAME	Patriot Guard Riders, Inc.
FIRM NAME	Patriot Guard Riders, Inc.
*STREET	312 Granite Ct
*CITY	Windsor
*STATE (Required for U.S. applicants)	Colorado
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants only)	80550
PHONE	970-402-1892
*EMAIL ADDRESS	jason@patriotguard.org
*AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
FEE INFORMATION	
NUMBER OF CLASSES	1
FEE PER CLASS	275
TOTAL FEE DUE	275
SIGNATURE INFORMATION	
*SIGNATURE	/Jason D. Wallin/
*SIGNATORY'S NAME	Jason D. Wallin
SIGNATORY'S POSITION	Treasurer, Patriot Guard Riders, Inc.
*DATE SIGNED	11/09/2006
FILING INFORMATION SECTION	
SUBMIT DATE	Thu Nov 09 13:14:12 EST 2006
TEAS STAMP	USPTO/FTK-72.250.47.100-20061109131412723527-77040379-3507c3ba14ce17d9c93f087827a0f348e6-CC-1533-200

[redacted] 61109113619488470

PTO Form 1478 (Rev 9/2006)
OMB No. 0651-0009 (Exp 09/30/2008)

Trademark/Service Mark Application, Principal Register

TEAS Plus Application

Serial Number: 77040379
Filing Date: 11/09/2006

To the Commissioner for Trademarks:
MARK: Patriot Guard Riders Riding with Respect (stylized and/or with design, see mark)

The literal element of the mark consists of Patriot Guard Riders Riding with Respect. The applicant claims color as a feature of the mark, namely, yellow, blue, and white. The mark consists of this mark has a yellow field with a blue and white folded American flag and blue text.

The applicant, Patriot Guard Riders, Inc., a corporation of Oklahoma, having an address of 312 Granite Ct, Windsor, Colorado, United States, 80550, requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended.

For specific filing basis information for each item, you must view the display within the Input Table.
International Class 045: Organizing and conducting support groups in the field of MILITARY AND MILITARY FAMILY SUPPORT

If the applicant is filing under Section 1(b), intent to use, the applicant declares that it has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(b), as amended.

If the applicant is filing under Section 1(a), actual use in commerce, the applicant declares that it is using the mark in commerce, or the applicant's related company or licensee is using the mark in commerce, on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended.

If the applicant is filing under Section 44(d), priority based on foreign application, the applicant declares that it has a bona fide intention to use the mark in commerce on or in connection with the identified goods and/or services, and asserts a claim of priority based on a specified foreign application(s). 15 U.S.C. Section 1126(d), as amended.

If the applicant is filing under Section 44(e), foreign registration, the applicant declares that it has a bona

fide intention to use the mark in commerce on or in connection with the identified goods and/or services, and submits a copy of the supporting foreign registration(s), and translation thereof, if appropriate. 15 U. S.C. Section 1126(e), as amended.

Correspondence Information: Patriot Guard Riders, Inc.
312 Granite Ct
Windsor, Colorado 80550
970-402-1892(phone)
jason@patriotguard.org (authorized)

A fee payment in the amount of $275 will be submitted with the application, representing payment for 1 class(es).

Declaration

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

Signature: /Jason D. Wallin/ Date: 11/09/2006
Signatory's Name: Jason D. Wallin
Signatory's Position: Treasurer, Patriot Guard Riders, Inc.

RAM Sale Number: 1533
RAM Accounting Date: 11/09/2006

Serial Number: 77040379
Internet Transmission Date: Thu Nov 09 13:14:12 EST 2006
TEAS Stamp: USPTO/FTK-72.250.47.100-2006110913141272
3527-77040379-3507c3ba14ce17d9c93f087827
a0f348e6-CC-1533-20061109113619488470

PATRIOT GUARD

RIDERS

"Riding With Respect"

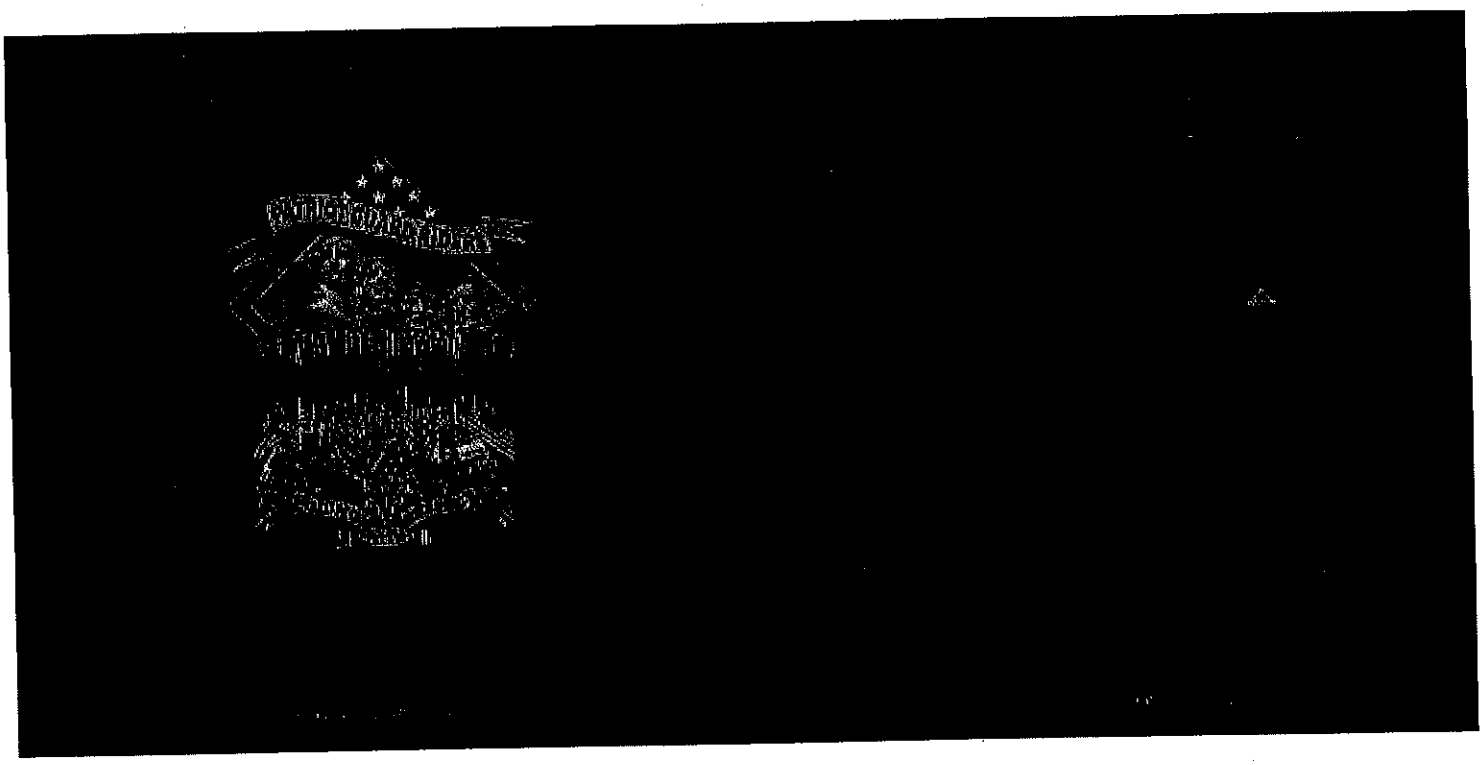


EXHIBIT 26

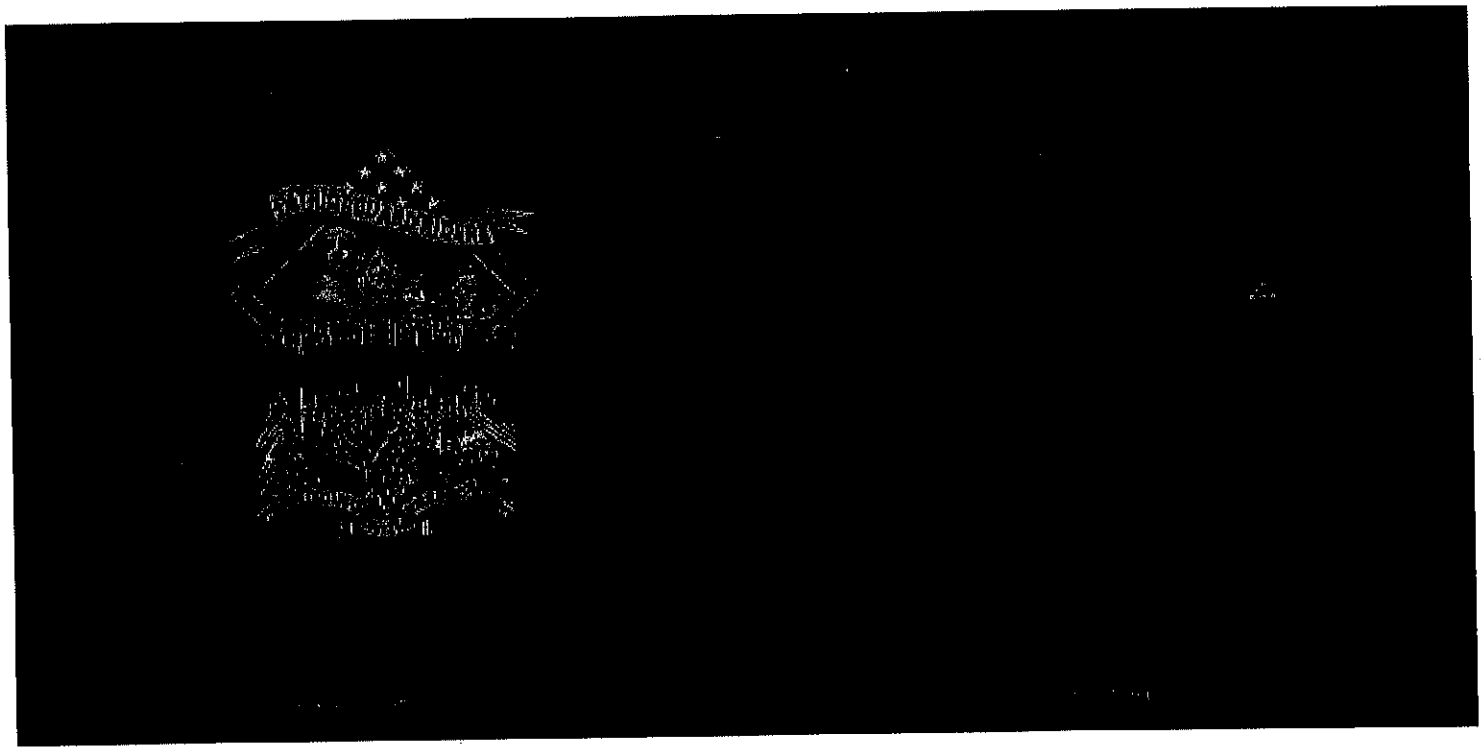


EXHIBIT 27

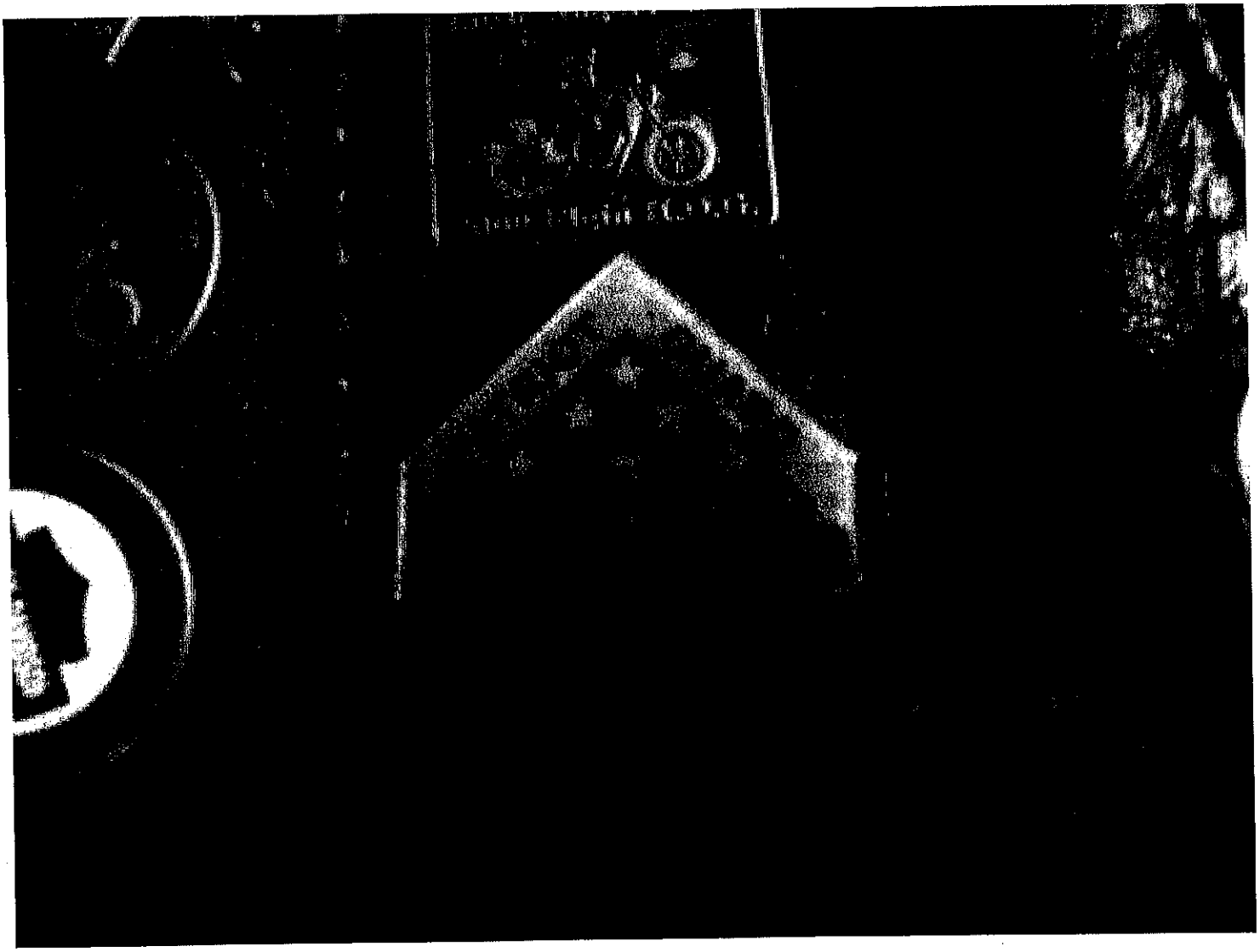


EXHIBIT 28

PATRIOT GUARD

RIDERS

"Riding With Respect"

EXHIBIT 29

ESTTA Tracking number: **ESTTA182629**
Filing date: **12/21/2007**

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

Notice of Opposition

Notice is hereby given that the following party opposes registration of the indicated application.

Opposer Information

Name	JeffBrown
Granted to Date of previous extension	12/29/2007
Address	8321 S. 8th St. Broken Arrow, OK 74801 UNITED STATES

Attorney information	Rachel Blue Doerner Saunders Daniel & Anderson 320 S. Boston, Suite 500 Tulsa, OK 74103 UNITED STATES rblue@dsda.com Phone:918-591-5324

Applicant Information

Application No	77040379	Publication date	10/30/2007
Opposition Filing Date	12/21/2007	Opposition Period Ends	12/29/2007
Applicant	Patriot Guard Riders, Inc. 312 Granite Ct Windsor, CO 80550 UNITED STATES		

Goods/Services Affected by Opposition

Class 045. First Use: 2005/11/11 First Use In Commerce: 2006/06/01
All goods and services in the class are opposed, namely: Organizing and conducting support groups in the field of combat veterans and their families

Grounds for Opposition

Priority and likelihood of confusion	Trademark Act section 2(d)
Torres v. Cantine Torresella S.r.l.Fraud	808 F.2d 46, 1 USPQ2d 1483 (Fed. Cir. 1986)

Mark Cited by Opposer as Basis for Opposition

U.S. Application No.	77041061	Application Date	11/09/2006
Registration Date	NONE	Foreign Priority Date	NONE
Word Mark	PATRIOT GUARD RIDER		
Design Mark			

Description of Mark	NONE
Goods/Services	Class 006. First use: First Use: 2005/12/09 First Use In Commerce: 2005/12/09 Metal license plates Class 014. First use: First Use: 2005/12/14 First Use In Commerce: 2005/12/14 Ornamental pins Class 024. First use: First Use: 2005/11/29 First Use In Commerce: 2005/11/29 Cloth banners; Fabric flags Class 025. First use: First Use: 2005/12/08 First Use In Commerce: 2005/12/08 Hats; Short-sleeved or long-sleeved t-shirts Class 026. First use: First Use: 2005/12/23 First Use In Commerce: 2005/12/23 Embroidered patches for clothing Class 035. First use: First Use: 2005/10/27 First Use In Commerce: 2005/11/09 Association services, namely, promoting the interests of families of deceased military members and families of deceased veterans

Attachments	77041061#TMSN.jpeg (1 page)(bytes) 884110_1.pdf (1 page)(12136 bytes)

Certificate of Service

The undersigned hereby certifies that a copy of this paper has been served upon all parties, at their address record by First Class Mail on this date.

Signature	/RachelBlue/
Name	Rachel Blue
Date	12/21/2007

The opposed application and that of the opposer were filed on the same day within minutes of each other. Opposer's application reflects his earlier use of the mark in commerce, at least as early as 2005. The application filed by PGR, Inc. was initiated by an individual who is no longer an officer or member of the board of directors of that group and who filed the application without authorization and with full knowledge of Mr. Brown's prior rights in the mark.

PGR, Inc., was well aware that Mr. Brown had founded the organization, still in its infancy at that point, and that Mr. Brown had prior use of the mark not only on the organization's services but also on merchandise that he produced using the name. The affidavit that PGR, Inc. knew of no other party entitled to use the mark PATRIOT GUARD RIDERS was fraudulent.

EXHIBIT 30

PTO Form 1478 (Rev 9/2006)
OMB No. 0651-0009 (Exp 12/31/2008)

Trademark/Service Mark Application, Principal Register

Serial Number: 77383586
Filing Date: 01/29/2008

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	77383586
MARK INFORMATION	
*MARK	PATRIOT GUARD RIDERS
STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	PATRIOT GUARD RIDERS
MARK STATEMENT	The mark consists of standard characters, without claim to any particular font, style, size, or color.
REGISTER	Principal
APPLICANT INFORMATION	
*OWNER OF MARK	Patriot Guard Riders, Inc.
*STREET	2448 E. 81st Street, Suite 5900
*CITY	Tulsa
*STATE (Required for U.S. applicants)	Oklahoma
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants only)	74137-4259
PHONE	312-704-1890
FAX	312-704-8023
EMAIL ADDRESS	ptodocket@trexlaw.com
LEGAL ENTITY INFORMATION	

TYPE	corporation
STATE/COUNTRY OF INCORPORATION	Oklahoma
GOODS AND/OR SERVICES AND BASIS INFORMATION	
*INTERNATIONAL CLASS	006
*IDENTIFICATION	Metal license plates
FILING BASIS	SECTION 1(a)
FIRST USE ANYWHERE DATE	At least as early as 12/09/2005
FIRST USE IN COMMERCE DATE	At least as early as 12/09/2005
SPECIMEN FILE NAME(S)	\\TICRS2\EXPORT15\773\835\77383586\xml1\APP0003.JP G
SPECIMEN DESCRIPTION	Scanned photograph of mark applied to the goods
*INTERNATIONAL CLASS	014
*IDENTIFICATION	Ornamental pins; commemorative coins
FILING BASIS	SECTION 1(a)
FIRST USE ANYWHERE DATE	At least as early as 12/14/2005
FIRST USE IN COMMERCE DATE	At least as early as 12/14/2005
SPECIMEN FILE NAME(S)	\\TICRS2\EXPORT15\773\835\77383586\xml1\APP0004.JP G
SPECIMEN DESCRIPTION	Scanned photograph of mark applied to the goods
*INTERNATIONAL CLASS	024
*IDENTIFICATION	Cloth banners; fabric flags
FILING BASIS	SECTION 1(a)
FIRST USE ANYWHERE DATE	At least as early as 11/29/2005
FIRST USE IN COMMERCE DATE	At least as early as 11/29/2005
SPECIMEN FILE NAME(S)	\\TICRS2\EXPORT15\773\835\77383586\xml1\APP0005.JP G
SPECIMEN DESCRIPTION	Scanned photograph of mark applied to the goods
*INTERNATIONAL CLASS	025

*IDENTIFICATION	Hats; short-sleeved and long-sleeved t-shirts; sweatshirts; doo-rags
FILING BASIS	SECTION 1(a)
FIRST USE ANYWHERE DATE	At least as early as 12/08/2005
FIRST USE IN COMMERCE DATE	At least as early as 12/08/2005
SPECIMEN FILE NAME(S)	\\TICRS2\EXPORT15\773\835\77383586\xml1\APP0006.JP G
SPECIMEN DESCRIPTION	Scanned photograph of mark applied to the goods
*INTERNATIONAL CLASS	026
*IDENTIFICATION	Embroidered patches for clothing; armbands
FILING BASIS	SECTION 1(a)
FIRST USE ANYWHERE DATE	At least as early as 12/23/2005
FIRST USE IN COMMERCE DATE	At least as early as 12/23/2005
SPECIMEN FILE NAME(S)	\\TICRS2\EXPORT15\773\835\77383586\xml1\APP0007.JP G
SPECIMEN DESCRIPTION	Scanned photograph of mark applied to the goods
*INTERNATIONAL CLASS	045
*IDENTIFICATION	Organizing and conducting support groups in the field of combat veterans and their families
FILING BASIS	SECTION 1(a)
FIRST USE ANYWHERE DATE	At least as early as 11/09/2005
FIRST USE IN COMMERCE DATE	At least as early as 11/09/2005
SPECIMEN FILE NAME(S)	\\TICRS2\EXPORT15\773\835\77383586\xml1\APP0008.JP G
SPECIMEN DESCRIPTION	Printout of web site page
ATTORNEY INFORMATION	
NAME	James R. Foley
ATTORNEY DOCKET NUMBER	2569/47154/2
FIRM NAME	Trexler, Bushnell, Giangiorgi, Blackstone & Marr, Ltd

STREET	105 W. Adams, 36th Floor
CITY	Chicago
STATE	Illinois
COUNTRY	United States
ZIP/POSTAL CODE	60603
PHONE	312-704-1890
FAX	312-704-8023
EMAIL ADDRESS	ptodocket@trexlaw.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
OTHER APPOINTED ATTORNEY	David J. Marr
CORRESPONDENCE INFORMATION	
NAME	James R. Foley
FIRM NAME	Trexler, Bushnell, Giangiorgi, Blackstone & Marr, Ltd
STREET	105 W. Adams, 36th Floor
CITY	Chicago
STATE	Illinois
COUNTRY	United States
ZIP/POSTAL CODE	60603
PHONE	312-704-1890
FAX	312-704-8023
EMAIL ADDRESS	ptodocket@trexlaw.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
FEE INFORMATION	
NUMBER OF CLASSES	6
FEE PER CLASS	325
*TOTAL FEE DUE	1950
*TOTAL FEE PAID	1950
SIGNATURE INFORMATION	

SIGNATURE	/james r. foley/
SIGNATORY'S NAME	James R. Foley
SIGNATORY'S POSITION	Attorney of record
DATE SIGNED	01/29/2008

PTO Form 1478 (Rev 9/2006)
OMB No. 0651-0009 (Exp 12/31/2008)

Trademark/Service Mark Application, Principal Register

Serial Number: 77383586
Filing Date: 01/29/2008

To the Commissioner for Trademarks:

MARK: PATRIOT GUARD RIDERS (Standard Characters, see mark)
The literal element of the mark consists of PATRIOT GUARD RIDERS.
The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, Patriot Guard Riders, Inc., a corporation of Oklahoma, having an address of
2448 E. 81st Street, Suite 5900
Tulsa, Oklahoma 74137-4259
United States
requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended.

International Class 006: Metal license plates

Use in Commerce: The applicant is using the mark in commerce, or the applicant's related company or licensee is using the mark in commerce, or the applicant's predecessor in interest used the mark in commerce, on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended.

In International Class 006, the mark was first used at least as early as 12/09/2005, and first used in commerce at least as early as 12/09/2005, and is now in use in such commerce. The applicant is submitting one specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) Scanned photograph of mark applied to the goods.
Specimen File1

International Class 014: Ornamental pins; commemorative coins

Use in Commerce: The applicant is using the mark in commerce, or the applicant's related company or licensee is using the mark in commerce, or the applicant's predecessor in interest used the mark in commerce, on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended.

In International Class 014, the mark was first used at least as early as 12/14/2005, and first used in commerce at least as early as 12/14/2005, and is now in use in such commerce. The applicant is submitting one specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) Scanned photograph of mark applied to the goods.
Specimen File1

International Class 024: Cloth banners; fabric flags

Use in Commerce: The applicant is using the mark in commerce, or the applicant's related company or licensee is using the mark in commerce, or the applicant's predecessor in interest used the mark in commerce, on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended.

In International Class 024, the mark was first used at least as early as 11/29/2005, and first used in commerce at least as early as 11/29/2005, and is now in use in such commerce. The applicant is submitting one specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) Scanned photograph of mark applied to the goods.
Specimen File1

International Class 025: Hats; short-sleeved and long-sleeved t-shirts; sweatshirts; doo-rags

Use in Commerce: The applicant is using the mark in commerce, or the applicant's related company or licensee is using the mark in commerce, or the applicant's predecessor in interest used the mark in commerce, on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended.

In International Class 025, the mark was first used at least as early as 12/08/2005, and first used in commerce at least as early as 12/08/2005, and is now in use in such commerce. The applicant is submitting one specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) Scanned photograph of mark applied to the goods.
Specimen File1

International Class 026: Embroidered patches for clothing; armbands

Use in Commerce: The applicant is using the mark in commerce, or the applicant's related company or licensee is using the mark in commerce, or the applicant's predecessor in interest used the mark in commerce, on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended.

In International Class 026, the mark was first used at least as early as 12/23/2005, and first used in commerce at least as early as 12/23/2005, and is now in use in such commerce. The applicant is submitting one specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) Scanned photograph of mark applied to the goods.
Specimen File1

International Class 045: Organizing and conducting support groups in the field of combat veterans and their families

Use in Commerce: The applicant is using the mark in commerce, or the applicant's related company or licensee is using the mark in commerce, or the applicant's predecessor in interest used the mark in commerce, on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended.

In International Class 045, the mark was first used at least as early as 11/09/2005, and first used in commerce at least as early as 11/09/2005, and is now in use in such commerce. The applicant is submitting one specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) Printout of web site page.
Specimen File1

The applicant hereby appoints James R. Foley and David J. Marr of Trexler, Bushnell, Giangiorgi, Blackstone & Marr, Ltd
105 W. Adams, 36th Floor
Chicago, Illinois 60603
United States
to submit this application on behalf of the applicant. The attorney docket/reference number is 2569/47154/2.

Correspondence Information: James R. Foley
105 W. Adams, 36th Floor
Chicago, Illinois 60603
312-704-1890(phone)
312-704-8023(fax)
ptodocket@trexlaw.com (authorized)

A fee payment in the amount of $1950 has been submitted with the application, representing payment for 6 class(es).

Declaration

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce;

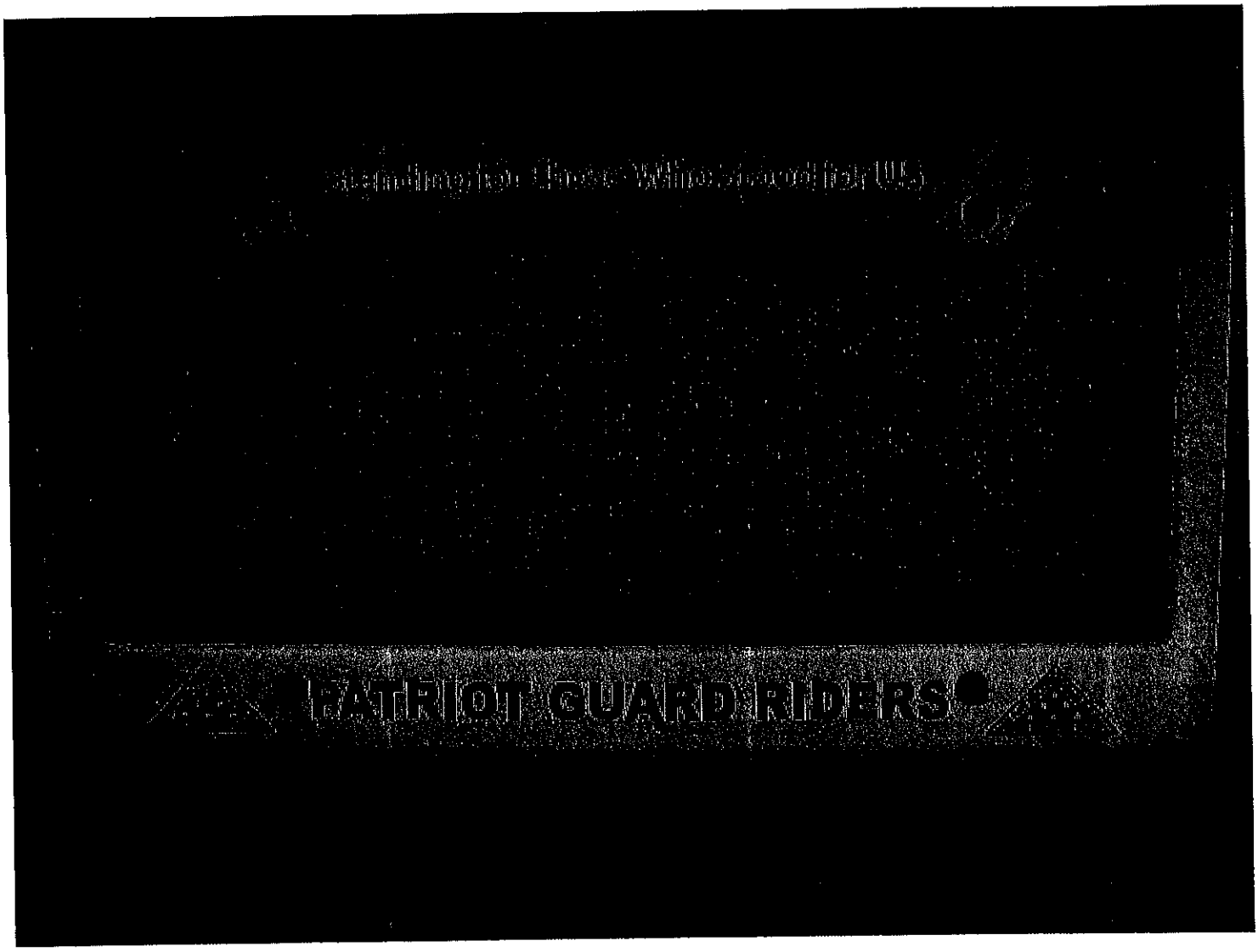
to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Signature: /james r. foley/ Date Signed: 01/29/2008
Signatory's Name: James R. Foley
Signatory's Position: Attorney of record

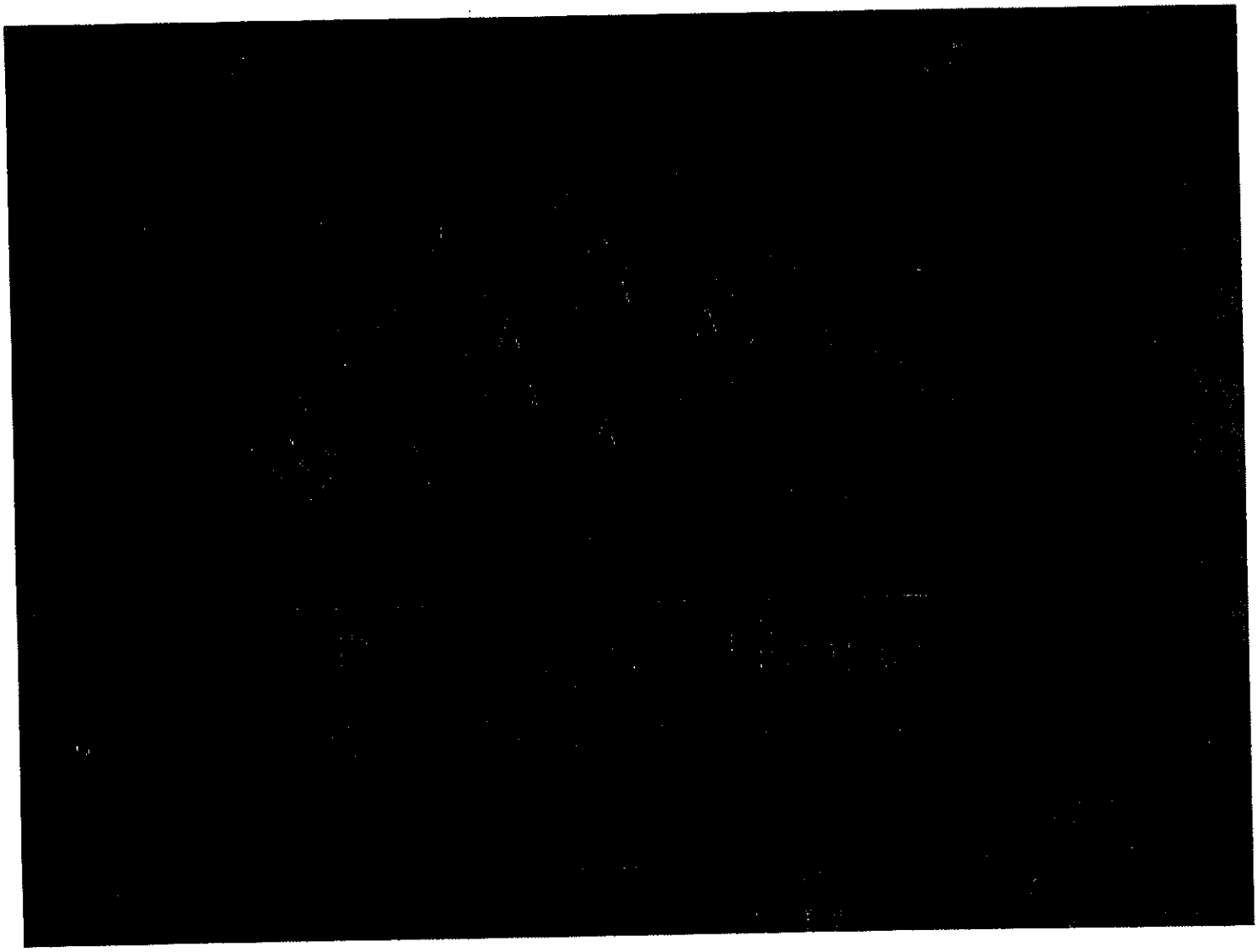
RAM Sale Number: 2982
RAM Accounting Date: 01/30/2008

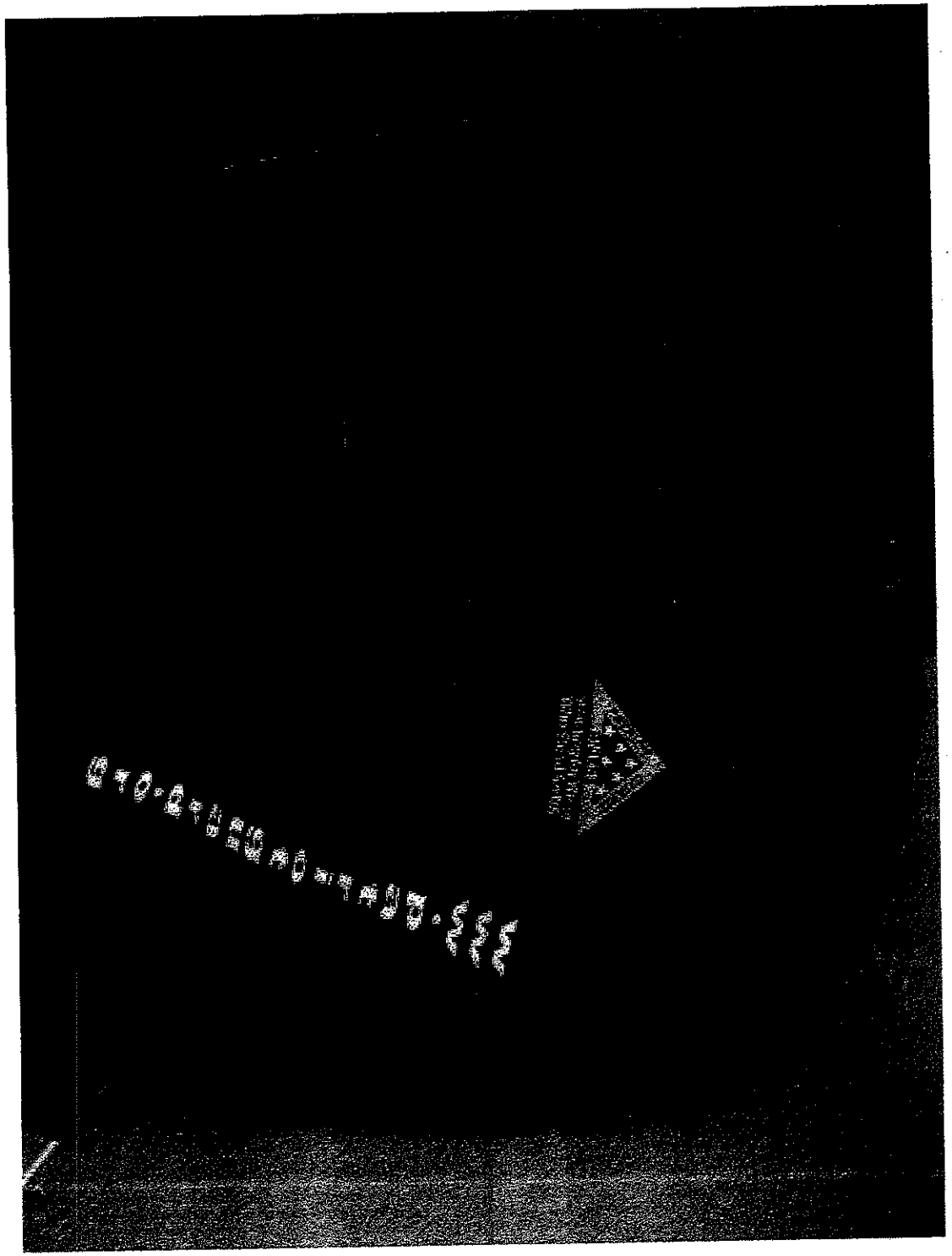
Serial Number: 77383586
Internet Transmission Date: Tue Jan 29 18:09:21 EST 2008
TEAS Stamp: USPTO/BAS-67.36.193.194-2008012918092131
9546-77383586-4002eded1ba5ee99cd3831b5b4
be564597-DA-2982-20080129165750856196

PATRIOT GUARD RIDERS


PATRIOT GUARD RIDERS

Standing for Those
Who Stood for US.





Standing for Those
who Stood for US

America Online 9.0 Security Edition SE - [Our Mission]
File Edit Mail Community Services Safety Window Keyword Sign Off Help
Read Write IM People Safety Settings Music Finance Pictures Expressions Help Remind Me Greetings Movieface
Quick Start http://www.patriotguard.org/AboutUs/OurMission/tabid/60/Default.aspx Go Search

Patriot Guard Riders

Standing For Those Who Stood For US

Navigation

Home
About Us
Leadership Contacts
Letters of Appreciation
Fallen Warrior Scholarship
ALL Forums
Help on the HomeFront
Photo Gallery
Media/Press
Fallen Members
Events
Troop Support Partners
PGR FAQ
PGR Gear
Dialup Homepage

Our Mission

Patriot Guard Riders Mission Statement

The Patriot Guard Riders is a diverse amalgamation of riders from across the nation. We have one thing in comm motorcycles. We have an unwavering respect for those who risk their very lives for America's freedom and security. If you respect, please join us.

We don't care what you ride, what your political views are, or whether you're a "hawk" or a "dove". It is not a requirement th veteran. It doesn't matter where you're from or what your income is. You don't even have to ride. The only prerequisite is Resp

Our main mission is to attend the funeral services of fallen American heroes as invited guests of the family. Each undertake has two basic objectives.

1. Show our sincere respect for our fallen heroes, their families, and their communities.

2. Shield the mourning family and friends from interruptions created by any protestor or group of protestors.

We accomplish the latter through strictly legal and non-violent means.

EXHIBIT 31

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 organziation in the eyes of the law and my work for you is becoming distinct from it's 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

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

BROWN006502
ATTORNEY CLIENT PRIVILEGE WORK PRODUCT

[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

BROWN006503
ATTORNEY CLIENT PRIVILEGE WORK PRODUCT

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 "™" 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)

BROWN006504
ATTORNEY CLIENT PRIVILEGE WORK PRODUCT

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

BROWN006505
ATTORNEY CLIENT PRIVILEGE WORK PRODUCT

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

BROWN006506
ATTORNEY CLIENT PRIVILEGE WORK PRODUCT

EXHIBIT 32

Zippy Challenge Coin's are about the organization. They are not normally intended for the public. I don't see why Jeff can't be asked to license the PGR to use it.

Wescoot2 ●
Posts: 2787
Park Ridge, Illinois

15 Nov 2006 9:28 PM

Alert

Sierge,

We only have permission to use the PGR Logo on the website, no permission given for anything else.

Respects,
Ed

Freedom
Justice
Brotherhood

[redacted]

If your gonna be One.....Be a BIG RED ONE

Diplomacy...the art of telling someone to go to hell.....and they look forward to the trip

Zippy ●
Posts: 6027
Phoenix, AZ

15 Nov 2006 9:32 PM

Alert

[redacted]

EXHIBIT 33

Thorn
USAF Vet 75-81

Waldo
Posts: 1325
Windsor, Co

15 Nov 2006 2:58 PM

Alert

we need to set up some ground rules around this what would you think of these?

Proposed Rules for Challenge Coin Design
1. Required design elements include the words "Patriot Guard Riders" and "Standing for those who stood for US" (note the us is all caps so that is can mean us or the United States)
2. Forbidden design elements include the copy written logo that Jeff Brown drew as we only have permission to use it on the website but not in marketing material.
3. All designs submitted for consideration become the property of Patriot Guard Riders, Inc. and may be used in marketing materials for the Patriot Guard Riders.
4. There will be a period of 2 weeks in which designs can be submitted
5. After the 2 week period, the national board will select up to 5 finalists.
6. After the finalists are chosen, then general membership will vote on the finalist designs for a period of 1 week.
7. The winner will receive $100 store credit for the special events store (where the coin will be sold)

Jason Wallin "WALDO"
Deputy Executive Director
Corporate Treasurer
Patriot Guard Riders
[redacted]

American By Birth
Biker By Choice
Patriot Forever!

Tact and Political Correctness were developed by those who lack the testicular fortitude to say what

[redacted]

EXHIBIT 34

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

JEFF BROWN, Opposer and Petitioner, vs PATRIOT GUARD RIDERS, INC., Applicant and Respondent	Opposition Number: 91181448 Serial Number: 77/040,379

THE DEPOSITION OF **RONNY ROY AWTRY**, produced as a witness on behalf of the Opposer, taken before Elizabeth Ann Behles, a Certified Shorthand Reporter in and for the State of Oklahoma, on the 4th and 5th days of May, 2010, in the City of Tulsa, County of Tulsa and State of Oklahoma, pursuant to the Federal Rules of Civil Procedure.

MIDWEST REPORTING, INC.
Certified Shorthand Reporters
4333 South Beech Avenue
Broken Arrow, Oklahoma 74011-1258
918.455.2631 fax 918.455.5544

ELIZABETH ANN BEHLES, CSR

1 **STIPULATIONS**

2 It is stipulated and agreed by and
3 between the parties hereto that the
4 deposition is taken pursuant to Notice To
5 Take Deposition, and that the same may be
6 taken at this time and place.
7 It is further stipulated and agreed
8 that all objections are to be made at this
9 time and place.
10
11
12
13 **APPEARANCES**
14
15 For Opposer: MRS. RACHEL BLUE
Attorney at Law
McAFEE & TAFT
16 1717 South Boulder, #900
Tulsa, OK 74119
17
18 For Defendant: MR. JAMES A. O'MALLEY
Attorney at Law
TEXLER, BUSHNELL
19 The Clark Adams Building
105 W Adams Street
20 Suite 3600
Chicago, ILL 60603
21
22 Also present: Mr. Jeff Brown
Mr. Bill Richart
Mr. Tom Hoffman
23
24
25

1

2 **I N D E X**

3 WITNESS PAGE

4 **RONNY ROY AWTRY**

5

6 MAY 4, 2010

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8 MAY 5, 2010

9 Further Direct by Mrs. Blue 188

10 Cross Examination by Mr. O'Malley 226

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14

15 **********

16 **I N D E X**

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1
2
3 **RONNY ROY AWTRY,**
4 Being first duly sworn to tell the truth,
5 the whole truth, and nothing but the truth,
6 testifies as follows, to-wit:
7
8 DIRECT EXAMINATION
9 BY MRS. BLUE:
10 Q. Okay. Good afternoon, Ronny. My name
11 is Rachel Blue. You've already met me just
12 a little while ago. I am counsel for Jeff
13 Brown in an opposition proceeding that's
14 before the Trademark Trial and Appeal Board
15 at the US Patent and Trademark office, and
16 we're going to talk today about that matter.
17 You're here to give what's called
18 testimonial deposition, and it's my
19 understanding that you're here by agreement.
20 I sent you a Notice of Deposition in this,
21 and I asked you to be here today; is that
22 correct?
23 A. Yes, yes.
24 Q. Okay. Well, I'm going to ask you some
25 questions, and what I want to make sure that

1 you understand is that if I ask you a
2 question you don't understand, ask me to
3 clarify it. If I didn't speak up enough or
4 you didn't hear me, ask me to clarify.
5 You're under oath, so you have a duty
6 to answer the questions fully and truthfully
7 and as completely as you can. If you think
8 of something that changes your answer to an
9 earlier question, please be sure you let me
10 know that and go back to it. We can always
11 do that.
12 If you don't feel well at any time, or
13 if you need a break, let me know. The only
14 thing I'm going to ask you is if we're in
15 the middle of a question and you haven't
16 finished your answer yet, let's wait until
17 your finish your answer to take a break, okay?
18 A. Okay.
19 Q. But when you need one, let us know.
20 The same goes for the rest of you. We've
21 got a court reporter, and she's going to
22 make a transcript. And so that means that
23 you need to answer out loud, and you need to
24 try to say "yes" or "no," not "huh-uh" or
25 "uh-huh," or "yeah" and try not to nod your

1 head or shake your head. She needs to hear
2 you answer so that she can take it down.
3 A. Okay.
4 Q. Okay, all right. Well, let's get
5 started.
6 A. Do you by any chance have extra piece
7 of paper or pen in case I have any of those
8 questions you asked me about?
9 Q. Certainly.
10 A. All right, thank you.
11 Q. Can you tell us your full name, please?
12 A. Ronny Roy Awtry.
13 Q. Would you spell that for the Record,
14 please?
15 A. R-O-N-N-Y, R-O-Y, A-W-T-R-Y.
16 Q. Are you known by any other names?
17 A. Bear.
18 Q. Okay. Is that what we would call your
19 road name or your ride name?
20 A. Yes, that is my road name.
21 Q. Okay. I'll make sure I use the right
22 terminology. What's your address?
23 A. My address is 834 Rock Creek Lane,
24 three words, Red Oak, two words, Texas, 75154.
25 Q. How long have you lived there?

1 A. Three years.
2 Q. Are you feeling okay today?
3 A. Yes.
4 Q. Taking any medication?
5 A. No.
6 Q. Any other substances that might cause
7 you to have trouble answering questions today?
8 A. No.
9 Q. Okay. Do you have any headaches; do
10 you have any illnesses?
11 A. No.
12 Q. All right. Is there anything that you
13 can think of that would prevent you from
14 giving your full testimony today?
15 A. No.
16 Q. Okay. All right, where were you born?
17 A. Corpus Christi, Texas.
18 Q. Did you grow up there?
19 A. No.
20 Q. Where'd you grow up?
21 A. In North Texas in Duncanville
22 primarily and the area I'm still in.
23 Q. Okay. Where'd you go to school?
24 A. Duncanville High School.
25 Q. Okay. Did you go to college?

1 A. Yes, I did.
2 Q. And where'd you graduate from?
3 A. I graduated from Central Texas College.
4 Q. Okay. When did you graduate?
5 A. In 1999.
6 Q. Did you go to any other schools?
7 A. That's it.
8 Q. Did you do any time in the military?
9 A. No.
10 Q. Do you have any certificates or
11 licenses or degrees?
12 A. I have two degrees: One an Associate
13 of liberal arts, and one in Associated
14 applied science, air conditioning and
15 refrigeration. And I have a Texas
16 contractor license with a Class A air
17 conditioning comfort cooling license.
18 Q. Okay. So would it be safe to assume
19 that that's what you do for a living?
20 A. That's what I do for a living.
21 Q. Air conditioning repair, okay.
22 A. (Indicating).
23 Q. All right, let's talk a little bit
24 about this case. You've been deposed before
25 in this matter; is that correct?

A. That is correct.
Q. Do you remember the date of that deposition?
A. No, I don't.
Q. Okay.
A. A year or two; it's been awhile.
Q. You know from your testimony in that deposition that this today is a dispute that revolves around the use of the trademark Patriot Guard?
A. Yes, I do.
Q. Okay. Now, I'm going to do my very best when I'm asking you questions today to refer to the PGR, Inc., when I mean the corporation, and I'll try to say the PGR organization when I mean your organization.
A. Okay.
Q. But if I forget or I'm not clear in that in some way, and you don't understand my question, please stop me and ask me to clarify.
A. Of those two PGR, Inc., and PGR organization --
Q. Uh-huh.
A. Is there a different timeline some way

1 for me to reference?
2 Q. As I ask the questions I'll try to
3 make that clear, but if you don't understand
4 it, you be sure and ask me. Okay?
5 A. Okay.
6 Q. All right. How long have you been a
7 member of the PGR organization?
8 A. I believe the date was January the 5th
9 or 6th of 2006.
10 Q. Okay.
11 A. Somewhere in early January, within a
12 week of that date.
13 Q. Okay. Tell us about why you joined
14 the PGR.
15 A. I joined the PGR because it was the
16 right thing to do. I couldn't stand the
17 fact of these heinous individuals protesting
18 at military funerals, being the family of a
19 missing in action Vietnam solder.
20 Q. Okay. When you joined the PGR
21 organization, was there any leadership
22 structure in the organization?
23 A. Yes, there was.
24 Q. Can you talk about that?
25 A. At the national or state level or all

1 levels?
2 Q. All of it.
3 A. There was a state captain that was
4 Bonnie Cutler, and there was a national
5 structure which was Curt Mayer. At the, I
6 guess Board of Director level, Jason Wallin
7 and Jeff Brown. And within weeks I became
8 what's called a contact coordinator for the
9 State of Texas, and I began developing the
10 contact list and method of alerting riders
11 for missions within the State of Texas.
12 Q. Now, when you said, I think you said
13 Bonnie Cutler was the state captain?
14 A. Yes.
15 Q. Was she a state captain for the State
16 of Texas?
17 A. For the State of Texas.
18 Q. Okay. Did other states have state
19 captains at that point?
20 A. Most of them probably did at that
21 point. I don't know for sure on that
22 because I was just a guy who wanted to start
23 going on missions.
24 Q. Okay. Now, what do you mean when you
25 say a mission, what does that mean?

1 A. A mission is our primary function of
2 going to the funeral services for soldiers
3 who are killed in action initially, and that
4 expanded scope. But initially it was to go
5 to the funeral services for soldiers who
6 were killed in action and/or shield the
7 family from protestors.
8 Q. Were there always protestors at these
9 funerals?
10 A. No.
11 Q. When there were no protestors, what
12 did you do?
13 A. The same thing we did when there were
14 protestors.
15 Q. Just rode in the funeral procession?
16 A. No, stand there at the funeral
17 procession, stand at the -- at the funeral
18 home with flags, kind of at attention, and
19 just as a general show of support for the
20 families, that there's a country that feels
21 their loss, and their communities are
22 standing with them to show support for the
23 sacrifice their families made.
24 Q. Okay. Now, you said a minute ago, I
25 think, that you became the contact

1 coordinator to alert other members to
2 missions. Did you do that just for Texas or
3 for every place in the country?
4 A. Well, initially just for Texas. But
5 within probably a couple of weeks of me
6 doing that, Bonnie Cutler became the
7 national captain, and for all intents and
8 purposes recommended me to Jeff initially as
9 somebody to help him sort out his
10 uncontrollable email, which was in the
11 hundreds per day. I later inherited this
12 curse, but in the hundreds per day. And
13 from there I kind of naturally fell into my
14 first thing, which was contact coordinating.
15 And I developed the method of contacting
16 nation-wide when the DOD announcement came
17 in and the captain secured the invitation,
18 then I would, through the national aspect,
19 send out emails to the riders in the area or
20 the state specifically and let them know
21 that there was a mission taking place.
22 Q. Okay. Did you have an official title
23 when you did that?
24 A. Contact coordinator.
25 Q. Okay.

1 A. Yeah.
2 Q. Was that an appointed position or an
3 elected one?
4 A. Appointed.
5 Q. Okay.
6 A. We were growing so fast in the early
7 days it was all you could do to hold on as
8 the merry-go-round spun faster and faster
9 and try to get some help into help plug the
10 holes.
11 Q. When you -- after you became the
12 contact coordinator, did you advance beyond
13 that position at any time?
14 A. Yes, I did.
15 Q. Tell us about that.
16 A. Initially, I followed up a story of a
17 wounded soldier at Brooke Army Medical
18 Center. And it was an Internet story, and
19 as with so much of the Internet, I thought
20 it was a hoax. So I actually called Brooke
21 Army Medical Center, and I understand
22 there's HIPAA laws and all. But I called
23 down to the nurses ward to check on the
24 soldiers well-being, and I actually ended up
25 on the phone with this soldier who had no

1 hands that could really be used at the time
2 and talking to him on the phone and was
3 invited to Brooke Army Medical Center to
4 come see him.
5 And I went to Brooke Army Medical
6 Center and I came back, and I reported to
7 the board what I had just experienced
8 walking through. I went to see this
9 soldier, and I met him out front. And the
10 sergeant -- or not the sergeant, the
11 captain, Captain Flores at Brooke Army
12 Medical Center invited me to meet some of
13 the soldiers on the burn unit.
14 So in this turn of events, within ten
15 days I'm walking around on the burn unit at
16 Brooke Army Medical Center meeting wounded
17 soldiers. And I immediately told the board
18 about this. And the board at that time
19 consisted of Curt, Jason, and Jeff, but
20 there was myself, Bonnie and Snap that were
21 kind of national departments heads, give or
22 take, kind of advisor, basically in on all
23 the board decisions at that point.
24 Q. Can I ask you a question before you go
25 on, who's Snap?

1 A. Bill Lyons.
2 Q. Okay, thanks.
3 A. And at that point Jeff verbatim said,
4 "Do we need to do something about this?"
5 And I said, "Yes, we do." I had no need for
6 this. And he said that they'd develop a
7 plan and make it happen. How -- what does
8 the rest of the board say? And the rest of
9 the board said, "Make it happen," and that's
10 the creation of our Help On The Homefront.
11 And I became the director of Help On The
12 Homefront, and launched into this.
13 Basically it's the -- it's the second
14 and lesser of the two missions that the
15 Patriot Guard Riders does. It does -- it
16 encompasses everything but our primary
17 mission, which our primary mission is and
18 always has been honoring the fallen
19 soldiers, which later included Veterans,
20 and, you know, our other military personnel
21 or first responders.
22 Q. Okay. What does HOTH do exactly?
23 A. Help On The Homefront; anything we
24 can. You've got soldiers that -- there were
25 instances where a husband and wife divorced

1 when the child's real young, and the mother
2 or the father goes out and is -- disappeared
3 from the life. The soldier gets
4 catastrophically wounded in action, and he's
5 in one of the major trauma centers. But the
6 step-mother, who actually raised the kid,
7 cannot get military passes or anything on
8 the spur of the moment, and they'll fly the
9 father and the mother or whichever, you
10 know, whichever parent had disappeared, they
11 will fly them both down there. Even if one
12 hadn't been a part of their lives, but the
13 step-parents are stuck out.
14 And we've flown step-parents to the
15 major medical centers to visit the kids.
16 We've participated in home repair projects
17 for soldiers at home with dilapidated
18 houses.
19 A soldier one time who couldn't get --
20 his wife was actually shot, and he had to
21 wait for all the papers to transfer. And
22 the state captain brought it to our
23 attention, and we put it on a credit card
24 worried about being reimbursed later. We
25 called the board together, and we

1 immediately, instead of waiting a day for
2 this to get sorted out, we immediately -- he
3 had his leave approved through his
4 commanding officer, put him on an airplane
5 and flew him home.
6 Q. So really it could run the gamut then
7 is what you're saying?
8 A. Yeah.
9 Q. Okay. How were these requests funded;
10 where'd you get the money?
11 A. Initially in the early days, the money
12 came from the -- from Jeff or from the PGR
13 store.
14 Q. All right. So after you became
15 director of HOTH, or Help On The Homefront,
16 did you hold any other positions within the
17 PGR organization?
18 A. Within about a month -- that was
19 around the very first of May, 2006. Within
20 about a month around the -- June 6th or
21 12th, somewhere in that time range, Curt
22 Mayer, one of the original three board
23 members had disappeared. Nobody had heard
24 anything for literally a month. You just
25 couldn't find him. You couldn't hunt him

1 down. His wife was going to leave him if he
2 participated in any Patriot Guard Rider
3 functions anymore, quote, unquote. I mean,
4 he told us that. And at that time the
5 board, which was Jeff and Jason, voted to
6 have Bill Lyons, Snap, take the third seat.
7 And shortly after that, within a few days
8 literally or a week maybe, they decided to
9 expand to a five-man board, and Bonnie
10 Cutler was the fourth, and I was the fifth.
11 Q. Okay. How long did you hold that
12 position as a director?
13 A. Until November or December of 2007.
14 Q. So from June 2006 until -- I'm sorry,
15 what'd you say?
16 A. November or December.
17 Q. November of 2007?
18 A. 2007, yes, ma'am.
19 Q. Okay. Now, during that time period
20 did the rest of the composition board remain
21 the same. Who were the other members of the
22 board?
23 A. Well, the original five-man board, and
24 then Jeff's resignation took place in
25 November of 2006, at which point Ed Mueller

1 was brought on the board. And the board
2 maintained that composure from November of
3 2006 until August of 2007, when I caught
4 Jason Wallin stealing money through a PayPal
5 account, and he was not the secretary.
6 After Jeff left -- I became the
7 treasurer of the Patriot Guard Riders in
8 either November or early December of 2006,
9 and Jason resigned immediately in August of
10 2006. And that --
11 MR. O'MALLEY: That's -- okay,
12 some dates are wrong there.
13 BY MRS. BLUE:
14 Q. Is that --
15 A. August 2007, yes.
16 Q. Okay. Thank you.
17 A. We switched a year. And immediately
18 upon -- we had already held the board
19 elections for the replacement of an odd --
20 every other year; two go in, three go in;
21 two go in, three go in, or two go out and
22 three go out, however you want to look at
23 it. And we'd already held the elections and
24 the posts were going to be filled by Bill
25 Richarts and Donny Schneider. And we went

1 ahead and pulled Bill Richarts in to fill
2 the position of Jason Wallin early, or the
3 vacated board seat of Jason Wallin early in
4 August.
5 Q. Okay.
6 A. Of 2007.
7 Q. So Bill became a director in August of
8 2007; is that right?
9 A. Yes.
10 Q. O just wanted to make sure I got the
11 dates rights there.
12 A. Donny Schneider replaced another board
13 member in November when the regular seats
14 were changed, as well as Bill -- I can't
15 remember his name. Like a fleeting moment
16 in the wind, Bill --
17 MR. BROWN: Lowery.
18 A. -- Bill Lowery stepped in. That's
19 okay --
20 MR. O'MALLEY: I'm going to ask
21 him not to answer questions.
22 MRS. BLUE: Yes.
23 MR. BROWN: I'm sorry.
24 A. No problem. Bill Lowery stepped in,
25 so the board -- the three out were replaced.

1 And at that point the board consisted of --
2 that was the official change over of the
3 board, and the board officially consisted of
4 myself, Ed Mueller, Bill Richarts, Bill
5 Lowery, and Donny Schneider. And then I was
6 going to serve for a period of time further,
7 but due to the my father's health, my
8 company's neglect and the amount of time I
9 put into the organization, I went ahead and
10 I resigned my position in, as I said,
11 November, December, 2007 and left.
12 I essentially -- I essentially stayed
13 on long enough to complete the official
14 inhouse audit of -- as treasurer of the
15 Jason Wallin. And at that point we had
16 taken it all the way through. We had turned
17 it over to the accountant. The accountant
18 had gone over the notes and gone over my
19 audit, and from what I understand later that
20 that had changed a bit, but it was completed
21 as far as inhouse and all the evidence we
22 could find.
23 Q. Okay. Well, we'll probably get to
24 that in just a minute. After you resigned
25 in November, December of '07, did you take

1 another officer's position; what did you do
2 next within the PGR?
3 A. Nothing, I became a rider.
4 Q. Okay.
5 A. I essentially came home from being at
6 war for several years and kissed my wife.
7 And coming home was literally walking out of
8 the back room's computer where I was day and
9 night and walking into the other room and
10 tell my wife "Honey, I'm home," and enjoyed
11 life for a little bit.
12 Q. Okay, so did you -- would you say then
13 that you just became a regular member at
14 that point?
15 A. Just became a regular member at that
16 point.
17 Q. All right.
18 A. I was still, as I had completed the
19 official full term, and due to the change
20 over of the board, I was -- my resignation
21 was accepted. And I was at that point
22 given -- all board members who resigned or
23 leave in good standing are at that point
24 awarded advisory positions to the board of
25 directors as past standing boards to deliver

1 past emails, past information, training, et
2 cetera, for instances that we've already
3 gone through as an organization to new board
4 members coming along, so hopefully, we don't
5 have to hit ourself on the same thumb with
6 the same hammer time and again.
7 Q. Do you then as an advisory member have
8 access to forums within the Patriot Guard
9 website?
10 A. I did for a very short time, and then
11 my statuses were just pulled to regular
12 membership. And I had lost all access to
13 the state captains forum, the ride captains
14 forum and the other forums that I was
15 supposed to have access to, but I no longer
16 did. I just had regular access and Help On
17 The Homefront access.
18 Q. Do you know why you lost your access?
19 A. No, and I don't know that anybody
20 knows why. But it was supposed to have been
21 fixed for several years, but it never was.
22 Q. Okay. Okay, did you at any time act
23 as a website administrator or moderator or
24 have anything to do with the website?
25 A. Yes, I did. I never was a moderator;

1 I was never part of the moderator team. But
2 in about early August of 2006, Jason Wallin
3 pulled a disappearing act and disappeared
4 from contact. You couldn't get him on
5 emails, cell phones or anything. Every blue
6 moon you could get him maybe once or twice a
7 month.
8 But at that point the website was
9 having problems, and Jason had taught me a
10 little about the website. My analogy is I
11 was a gorilla with a machine gun, and I
12 could pull the trigger and couldn't
13 guarantee who got shot, but -- so I rebooted
14 the computer several times and dumped
15 several backup copies that would build up.
16 It locked the whole system up. And assign
17 email addresses, I always had that ability
18 to assign email addresses. And I had admin
19 privileges to the website just based on my
20 initial starting of the contact coordinator
21 duties. So I did have access to all of the
22 administration functions to the website.
23 Q. So could you read any posts on the
24 website?
25 A. Anything on the website.

1 Q. Did you often read posts on the website?
2 A. Yes.
3 Q. Okay. Okay, let's talk a little bit
4 about Jeff. How do you know Jeff Brown?
5 A. Through the Patriot Guard Riders. As
6 I said, shortly after Bonnie became national
7 member she pulled me on board to try to help
8 Jeff sort out his un-sortable email list,
9 and instead I kind of fell into the Help on
10 The Homefront. I never did what I was
11 originally -- it's kind of the story of the
12 Patriot Guard. I never did what I was
13 originally hired for, but I did something.
14 Q. When did you first meet Jeff?
15 A. Face-to-face or phone or email?
16 Q. Either way.
17 A. February of '06.
18 Q. Okay. Had you spoken to him before
19 then?
20 A. No.
21 Q. Had you emailed with him before then?
22 A. No. I've only been a member since
23 January, so --
24 Q. Had you met any other Patriot Guard
25 members face-to-face before --

1 A. Oh, yes.
2 Q. -- you met Jeff?
3 A. Within a week of me joining I rode
4 from Dallas, Texas to Houston, Texas to go
5 on the first mission that I personally went
6 on; not the first mission, period.
7 Q. When you met Jeff did he hold a
8 leadership position in the organization?
9 A. He was president of Patriot Guard Riders.
10 Q. At that point, how long was an
11 officer's term?
12 A. There was not -- there was no term
13 limits at that time.
14 Q. Okay. Was that -- is that still the
15 case?
16 A. No, they're two year term limits
17 currently.
18 Q. When did that change?
19 A. After Jeff's resignation and we redid
20 the by-laws, we decided that there would be
21 a limit to two year terms. The five-man
22 board at that time consisted of Ed Mueller,
23 Bonnie Cutler and myself, Snap -- Bonnie
24 Cutler, myself -- Jason.
25 Q. Okay, so you and Jeff then were on the

1 board of directors at the same time; is that
2 right?
3 A. Yes.
4 Q. Okay. Were you aware of any other
5 roles that Jeff played within the Patriot
6 Guard?
7 A. Other than being the head cat herder,
8 he ran the Patriot Guard Rider store.
9 Q. Okay. When did you learn that he ran
10 the Patriot Guard Rider store?
11 A. First time I ordered merchandise,
12 which I mean, I immediately -- I joined and
13 within a week ordered merchandise. So, I
14 mean, I may have officially had contact with
15 him, but not interpersonal kind of contact.
16 Q. Okay. So you think your order of
17 merchandise was within a few weeks of -- you
18 said you joined in August?
19 A. No, in June.
20 Q. June --
21 A. I mean, January, January 2006.
22 Q. January 2006?
23 A. Yes.
24 Q. Okay. Tell us about the PGR store,
25 what did it do?

1 A. The PGR store sold the gear that most
2 of our riders used to display who they were,
3 the Patriot Guard Riders for mission
4 purposes. Windshield banners for
5 motorcycle, caps, tee-shirts, mission pins;
6 the list has kind of evolved.
7 I mean, in the early days I think when
8 I first joined there was maybe a dozen, I
9 don't remember exactly, but maybe a dozen,
10 and by June or July there was several things
11 you could buy.
12 Q. How are the prices on the store?
13 A. They were good.
14 Q. When you bought the merchandise from
15 that store did you have -- well, let me
16 strike that.
17 What was your understanding of how
18 that store was owned or operated?
19 A. I didn't have any understanding.
20 Q. Okay.
21 A. All I was doing was purchasing
22 merchandise to represent myself to go on
23 missions with.
24 Q. Did your understanding of -- did you
25 ever gain any understanding of who owned the

1 store?
2 A. Yes, I did.
3 Q. Okay, tell us about that.
4 A. I learned initially that Jeff owned
5 the store from Jason Wallin.
6 MR. O'MALLEY: Objection; hearsay.
7 MRS. BLUE: He can testify to it
8 if Jason said it directly to him.
9 MR. O'MALLEY: Go forward.
10 BY MRS. BLUE:
11 Q. Okay. Go ahead.
12 A. Jason Wallin told me in June of 2006,
13 shortly before the gathering of the guard,
14 that Jeff owned the Patriot Guard Rider store.
15 Q. I'm sorry, tell me again what the date
16 was there?
17 A. June of '06.
18 Q. June '06?
19 A. Yes.
20 Q. What's the gathering of the guard?
21 A. Gathering of the guard is our yearly
22 national gathering of riders from all across
23 the country into one location to fellowship
24 and usually have entertainment and guest
25 speakers, and just stuff to go be a Patriot

1 Guard Rider with other Patriot Guard Riders.
2 Q. Okay. Where was it held in June of 2006?
3 A. Claremore, Oklahoma.
4 Q. Was Jeff there?
5 A. Yes, he was.
6 Q. When Jason told you that Jeff owned
7 the store, did you ever say anything to Jeff
8 about that?
9 A. I did at some point. I don't know
10 exactly when, but I did at some point. I'm
11 thinking that I didn't say anything to Jeff
12 until maybe late July, early August of 2006,
13 after the gathering of the guard.
14 Q. Did Jeff make any secret of owning the
15 store?
16 A. Not that I'm aware of, no
17 particular -- I didn't much care who owned
18 the store when I first started buying
19 merchandise. And I can't say that it was
20 ever really a point of topic anywhere until
21 the Kansas Patriot Guard Riders, the guys
22 who always said they were the original
23 founding fathers. They said something about
24 it in their fleeting departure, although
25 they blamed Help on The Homefront and the

1 American Legion already doing that as their
2 reason for leaving the organization. But
3 there was generally something about Jeff
4 owning the store at that time, and that
5 would have been the first time. I wasn't
6 the national captain or over the captain, so
7 that would have been the first time that
8 Bonnie Cutler or Snap or the board as a
9 whole had heard that in passing. And at
10 that time it just came in passing and went.
11 I don't believe there was any discussion,
12 any topic, any communications.
13 Q. Okay. Did you ever see on the PGR
14 forums any postings with regard to Jeff's
15 ownership of the store?
16 A. That hit the forums in literally three
17 weeks, give or take, before Jeff's
18 resignation, that's when -- that's when that
19 started to get heated and nasty.
20 Q. Okay. I'm going to show you, I'll
21 mark this as Exhibit 1.
22 (Whereupon Deposition Exhibit Number
23 1 was marked for identification.)
24 MRS. BLUE: And this is, Jim, for
25 you, this is produced in your documents to

1 us. It's PGR 006225 is the Bate's stamped
2 on it. It's a post from Jason Wallin,
3 Patriot Guard website.
4 BY MRS. BLUE:
5 Q. I want you to look at that.
6 A. Okay.
7 Q. I need you to take a look at that and
8 read it and tell me when you're finished.
9 A. Okay.
10 Q. Okay. Who is "Waldo"?
11 A. Jason Wallin.
12 Q. Okay. Do you see here that this is a
13 post from Waldo on December 16th, 2005. He
14 is talking about the web store and banner
15 advertising; do you see that?
16 A. Yes.
17 Q. Okay. Do you see that he is
18 indicating that there are some PGR items
19 that Jeff has put together. I assume he's
20 referring to the store there; would that be
21 your assumption as well?
22 A. Yes.
23 Q. Okay. Would you take from this post
24 that Jeff had any involvement or ownership
25 in the store?

1 A. I would say that it definitely implies
2 that Jeff has some items put together, so if
3 you want to buy a PGR merchandise to --
4 Jeff's the guy to talk to.
5 Q. Okay. All right, who can read that
6 PGR forums?
7 A. The PGR forums are primarily -- I
8 wasn't never a forum-specific person, but
9 there are parts of the forums that are
10 locked to anybody that is not a member. And
11 to be a member you just merely have to
12 register. It's free. And at that point you
13 can read the forums based on your level of
14 ride.
15 I mean, the home page is open to
16 everybody, and I believe that you could,
17 without -- I've always had membership since
18 the day I was a member, so I don't know what
19 a non-member would necessarily see. But you
20 could click on the mission links and it
21 would take you to the threads regarding
22 mission links. So I think that that was
23 always -- the particular forums related to
24 the individual services and the home page
25 were always open.

1 The majority of the forum was only
2 open if you were a member. And then there
3 were privileges assigned based on your level
4 or rank, for lack of a better word, in the
5 organization that allowed you privileges to
6 see various other stuff.
7 Q. Okay. Are you aware of any other
8 posts besides this one that might have
9 indicated that Jeff Brown owned the PGR store?
10 A. Other than the specific one where Jeff
11 said that he owned the store in November,
12 I'm not aware necessarily of any forum post
13 that said that, no. I don't remember. I
14 don't believe there were.
15 Q. Now, when you refer to a post you --
16 are you referring to a post that Jeff made
17 in November saying he owned the store?
18 A. Yeah.
19 Q. Okay. Do you remember the context of
20 that post?
21 A. Yes, there were people who had decided
22 that initially, as it started to build,
23 there were people who decided that that was
24 totally unacceptable; at which point Jeff
25 basically said that was how it's been and

1 that's how it's always been. And, of
2 course, the unacceptable level just kept
3 rising in regards to some on membership and
4 some in the board of directors.
5 Q. Okay. Do you have any other reason to
6 know about Jeff's ownership of the store?
7 A. Well, as I said, Jason told me. I had
8 personally talked to Jeff about it later,
9 and I know that Snap knew about it. I
10 talked to Snap about it, Bill Lyons.
11 MR. O'MALLEY: Objection; hearsay.
12 MS. BLUE: Go ahead.
13 THE WITNESS: Okay.
14 MRS. BLUE: I'm Also going to add
15 into the Record that, "Snap," who is also
16 Bill Lyons is deceased?
17 MR. O'MALLEY: Correct.
18 A. Okay. And that's -- that's my
19 official understanding of the story in the
20 early days.
21 BY MRS. BLUE:
22 Q. Okay. Do you know whether any other
23 members of the board of directors were aware
24 of that ownership?
25 A. Well, as I said, the original Kansas

1 three in June had said --
2 MR. O'MALLEY: Objection; hearsay.
3 BY MRS. BLUE:
4 Q. Go ahead.
5 A. As part of their reason for the
6 disgruntledness with the national Patriot
7 Guard Riders organization, that Jeff owned
8 the store and was making money, and the
9 board really didn't do anything about it.
10 And I know that myself, I had communications
11 with it prior to the big October blow-up
12 with Snap, with Jeff, with Jason. They
13 were -- never talked to Bonnie about it.
14 Q. Okay. Were those communications with
15 Snap and Jeff and Jason in person or through
16 email or telephone call?
17 A. Telephone call.
18 Q. Okay. Were all three of you on all
19 those calls, or were they individual calls
20 between two of you at a time?
21 A. Individual calls.
22 Q. Okay.
23 A. The original one with the Kansas three
24 were all the board members were on the
25 phone.

1 Q. Okay, including you?
2 A. Including me.
3 Q. Thank you.
4 A. All five of us that were the original
5 five-man board when it was expanding.
6 Q. Okay. Do you have any other
7 conversations with any other members that
8 were not officers regarding Jeff's
9 ownership?
10 MR. O'MALLEY: Objection; hearsay.
11 A. I don't remember. I will say that at
12 times, because as I started to grow, Tom
13 became my -- Tom Hoffmann became my
14 assistant HOTH coordinator, and we both
15 together handled the HOTH program. And I
16 did confide in Tom on a friendship level and
17 on particular -- but as friends and as
18 frequent as we have conversations, I would
19 not testify to any specifics, only that he
20 may have general knowledge of conversations
21 we've had. Because as this whole thing
22 generally grew and built, I was probably the
23 person who told him about the resignation of
24 Jeff, the original story, I mean. There are
25 times -- and on that degree of friendship on

1 that degree of level, there's probably not
2 much that we have not talked about. So that
3 would probably be one of the only souls
4 outside of the organization and my wife that
5 I might have discussed things with.
6 BY MRS. BLUE:
7 Q. Okay, so other than Mr. Hoffmann and
8 your wife, you don't remember personally
9 telling anyone else about Jeff's ownership
10 in that store?
11 A. I don't know that I personally told him.
12 Q. Okay.
13 A. But I very well could have.
14 Q. Okay, fair enough. Okay, you referred
15 a couple times today about Jeff's term as an
16 officer coming to an end. Why did Jeff's
17 term as an officer come to an end?
18 A. Well, resigned. There were -- there
19 was a movement to -- and there were people
20 who wanted him stripped of his presidency.
21 And counsel, advice from me and Snap were
22 that resignation was the best thing for the
23 organization, and so he resigned. We -- we
24 did not think it was good for anybody if the
25 board physically removed him and booted him

1 out of office. That would be a horrible
2 precedent for the organization, and he
3 resigned.
4 The events leading up to it were that
5 Jeff left on a Friday to go to Alabama for,
6 I believe, the Alabama gathering of the
7 guard to see -- and actually, he was with
8 Bill Lyons. And within a couple of hours of
9 him getting out of touch and leaving for the
10 airport, Jason Wallin called a board meeting
11 and myself, Jason, Bonnie, and Ed Mueller,
12 who wasn't on the board of directors at the
13 time, were on the call.
14 Q. Why was Ed Mueller on the call?
15 A. I don't know. He was going -- well,
16 he did fill Jeff's vacant position.
17 Q. Well, was that before the resignation?
18 A. That was after the resignation.
19 Q. So were people who were not on the
20 board of directors typically on a conference
21 call of this nature?
22 A. Not of this nature, no. But there
23 were typically -- at that time it was not
24 uncommon for them to have, for the board of
25 directors to have lots of people on calls

1 for various topics, especially national or
2 regional captains or state captains in
3 regards to specific happenings in that
4 particular area to just monitor what was
5 happening with the board, just so we had
6 membership involved to some degree.
7 Q. What was Ed Mueller's position at that
8 time before he assumed Jeff's position on
9 the board?
10 A. I believe that Ed had become the
11 national captain because Bonnie was
12 overwhelmed and needed to shed some of her
13 responsibilities. We all kind of did -- as
14 I said, in the early days as we grew, we all
15 started to wear so many hats that you didn't
16 get anything done. So we started bringing
17 more people on, such as Tom later became the
18 Help On The Homefront director. I mean, it
19 was something I had to let go.
20 Q. Uh-huh.
21 A. Which I never would have; I'd still be
22 in that job and -- be happy. I loved that
23 job. And Ed had previously been, I believe,
24 a forum moderator; unsure as to specifically
25 before national captain what he had done.

1 Q. Was he a forum moderator during the
2 time this call took place?
3 A. I do not remember.
4 Q. What was Bonnie's title at that point?
5 A. She was a board of directors member,
6 and her specific was Board of Director over
7 captain. So she was supposed to be the
8 direct contact for the board of directors
9 for the national captain.
10 Q. Okay. How about Jason, what was his
11 title at this time?
12 A. Jason was officially the treasurer at
13 that time.
14 Q. Okay.
15 A. As well as he was the head website guru.
16 Q. Was that his formal title, Guru?
17 A. I don't know if he had a formal title.
18 It was forum administrator, I mean, he went
19 by Waldo like the, "Where's the Waldo"
20 character --
21 Q. Right.
22 A. That's where that came from so --
23 Q. Okay.
24 A. Yes, that was -- guru was probably the
25 best title.

1 Q. Okay. Now, had you met Jason Wallin
2 at the time that this telephone call took
3 place; had you met him in person?
4 A. Yes, I had.
5 Q. Okay. How did you meet him?
6 A. I met him first at the gathering of
7 Guard in Claremore, Oklahoma, in July of
8 2006. And I met him the second time -- I
9 stayed in his home in, I think Windsor,
10 Colorado in mid August of 2006, because I
11 went as a representative for the Patriot
12 Guard Riders to personally liaison with the
13 national commander and national adjutant of
14 the American Legion, who we, as I talked
15 about the Kansas three, were an original
16 point of contention for the organization.
17 And there was a lot of bad feelings growing
18 between the American Legion riders and the
19 Patriot Guard Riders. And I had been
20 working with their national offices to mend
21 these wounds. And I physically were on
22 their very first inaugural Fallen Warrior
23 Scholarship ride for part of it, and I met
24 the commander and adjutant in Colorado.
25 Q. Okay. Now, when Jason initiated this

1 call, did he give a reason for the telephone
2 call?
3 A. The uproar and fevered pitch on the
4 forum threads was growing out of control and
5 extremely hostile, and we needed to get
6 ahead of this.
7 Q. Okay. Was the phone call open to
8 anyone besides these five people that were
9 on it?
10 A. Five people; myself --
11 Q. I'm counting Bonnie, Jeff, Ed, Jason,
12 and you?
13 A. Not Jeff.
14 Q. I'm sorry.
15 A. Talking about --
16 Q. I got that one?
17 A. Yes, Bonnie, Ed, Jason and me, there's
18 four.
19 Q. Okay, four.
20 A. No.
21 Q. Okay. Could regular members typically
22 get on a conference call like this if they
23 wanted to?
24 A. No.
25 Q. Was there any attempt to keep anyone

1 else from getting on the conference call?
2 A. The initial conference call happened
3 on a Friday, and it was brought up that
4 something needed to be done. We
5 generally -- there was topic of discussion,
6 and I -- quite frankly, this whole scenario
7 set real bad with me. So I said we needed
8 to call a break and we needed to think about
9 this, and we needed to get back together at
10 another time. And that set fairly well with
11 the board, and they decided that the other
12 time would be first thing in the morning.
13 So the call was continued first thing
14 in the morning on Saturday while Jeff was
15 still out of town and Snap was still at the
16 gathering of the guard. And I immediately
17 left two voice mail messages with Bill Lyons
18 trying to get other parties involved in
19 this. I did not call Jeff. I called Bill
20 Lyons just because I thought the nature of
21 the topic of the call, since it's concerned
22 Jeff specifically, and the nature of the
23 topic which was self-dealing, that it would
24 be most prudent to call Bill to get some age
25 and wisdom involved in the phone call

1 because it was pretty fever pitched.
2 Q. Why was it fever pitched?
3 A. Because they wanted to immediately
4 call for a vote, and right off the bat they
5 wanted to call for a vote to remove Jeff
6 from the presidency and fire him.
7 Q. Was there any kind of a quorum that
8 was required to call for a vote like that?
9 A. Yes, there was. There was three of
10 five was the requirement for an action of
11 that magnitude, or for any action to be --
12 anything -- the board had to have at least a
13 minimum of a three out of five.
14 Q. Okay. But there were four of you, and
15 Ed was not a Board of Directors member; is
16 that right?
17 A. Ed was not a board of directors member.
18 Q. So did you have a quorum for this
19 phone call?
20 A. We had three.
21 Q. Okay.
22 A. But at that particular point we did
23 not have a quorum because I would not have
24 voted at that particular time without
25 further investigation. As I said, I wanted

1 to get off the phone and call Snap as
2 quickly as possible. But, unfortunately, he
3 was having a great time at the Alabama
4 gathering of the guard.
5 Q. Okay. When the call continued on
6 Saturday morning, was there a vote?
7 A. There was not a vote, per se. There
8 was a pending vote put in place to move
9 forward with it; however, when Snap finally
10 came back into the picture after he went
11 home and put Jeff on an airplane, and
12 figured out what was going on, Snap kind of
13 put his foot down and is the one who
14 immediately thought of the nasty, evil
15 precedence this may set, and that we
16 probably ought to find a kinder, softer way
17 to proceed forward.
18 Q. Did anybody decide that they ought to
19 talk to Jeff about this?
20 A. By the time it was given to Jeff it
21 had essentially come to, "Here's your
22 marching orders," at which point Jeff wrote
23 as a rather heart-felt letter about how
24 broken hearted he is that this whole thing
25 had conspired in this particular manner, and

1 he turned in his resignation.
2 Q. And when you said, "Here's your
3 marching orders," what were those marching
4 orders?
5 A. That it was always the intention at
6 that -- by that point to remove Jeff from
7 office. It was, the whole point was
8 initially that it was self-dealing as far as
9 the quorum of the board.
10 Q. How long after the conference call did
11 you give this -- these marching orders to
12 Jeff?
13 A. Snap, as soon as Jeff was probably on
14 the ground, Snap probably picked up the
15 phone. I think Snap immediately called
16 Jeff, so probably Sunday night, Monday
17 morning. I don't know remember exactly, but
18 no lengthy period of time elapsed.
19 Q. Was he given any opportunity to rebut
20 the --
21 A. No, I mean, by that point it was -- we
22 have a section, a small minority, very vocal
23 section of the membership that consists of a
24 few people; state captains primarily, at the
25 time Richard Wilbur, Andy Harley, "Steam,"

1 which was Randy Stephens, Mona Mead, which
2 goes by "Monica," and Tony Turner, which
3 were pretty much the driving force behind
4 this whole scenario in the first place and
5 in bringing it to such a head so fast. And
6 it came through Bonnie in that particular
7 direction as national captain, and they were
8 state captains underneath her.
9 But Jason Wallin was -- Jeff had been
10 calling for -- there was a period of time
11 when Jason pulled that disappearing act,
12 right around the time I went to Colorado and
13 I stayed in his home, and we physically had
14 talks about this as well.
15 Q. This is August of '06?
16 A. August of '06. Jason had talked to me
17 in depth about the arrangements of how
18 monies were made in the organization.
19 MR. O'MALLEY: Objection; hearsay.
20 A. He told me specifically that he made
21 the money from the banner ads and the Google
22 ads and that stuff and that --
23 BY MRS. BLUE:
24 Q. What did you say to Jason when he told
25 you that?

1 A. I said, "What about the merchandise
2 that was sold on the website, the Healing
3 Fields merchandise and the Sponsor a Flag
4 merchandise and that kind of stuff?" And he
5 said, "No, the organization made that." All
6 he made was the Google ads, and that that
7 had been his understanding from the day one
8 with Jeff was that Jeff would run the store,
9 and that he would run the Google ads. And
10 that they would both independently recover
11 their costs and time devoted to getting this
12 organization running from the two endeavors
13 that they pursued.
14 Q. Let me ask you this: When Jason said
15 that he would run the Google ads, what was
16 your understanding. What he meant by run
17 the Google ads?
18 A. Well, specifically that he set up the
19 Google ads to run on the website and would
20 use that to offset the costs for servers,
21 for, you know, make -- you know, he did
22 understand that he would make some money
23 based on the amount of time he spent
24 programming on the website, which I didn't
25 think was unreasonable myself. Because in

1 the early days anybody knew that Jeff and
2 Jason, specifically, those two individuals
3 put enormous amounts of time into the
4 organization to get it started. And every
5 time Jeff would talk about putting a new
6 item in the store, he would do what needed
7 to be done: Take it down, pay the money,
8 pick it up and box up and send stuff out of
9 his own home. And Jason was doing a lot of
10 programming stuff right there, just on the
11 website. But Jason would use it to offset
12 the cost is what he had said, and that he
13 wasn't making any money off of any of the
14 other store items. But during Jason's
15 disappearing act, Jeff continually brought
16 up on board calls, "Can somebody get hold of
17 Jason and get the checkbook from Jason?"
18 Because he wrote, that I'm aware of, a
19 $20,000 check to the Healing Fields because
20 they were calling state captains and
21 everybody looking for us to make good on our
22 debt, and Jason did not pay any of the
23 bills. And then Jeff started talking about
24 hiring an independent accountant to go over
25 the books.

1 And that's about the time that Jason
2 had the talk with me about exactly how the
3 store ran and how the money got -- you know,
4 that kind of stuff. But he told me he
5 wasn't making any money, which I later found
6 through our audit that he got everything;
7 his personal PayPal account which was linked
8 to it. None of it ever -- out of a 130,
9 $150,000; I'd have to see the numbers in
10 front of me, $35,000 of nearly $150,000
11 actually made it to the PGR Patriot Guard
12 Riders, Inc. bank account from all the stuff
13 that Jason had done, the stuff that he had
14 said had gone in.
15 But in that August talk, Jason was
16 talking about some way about how much money
17 the store was probably making, and that it
18 needed to -- something needed to be done to
19 harangue the money back into the Patriot
20 Guard Riders' national account.
21 Now, at the same time he's talking out
22 the side of his neck because he's stealing
23 the organization blind his own self. But at
24 that time Jeff is paying all the expenses
25 that aren't getting paid and looking for an

1 audit on the other organization.
2 And the organization for Help on The
3 Home Front sent me to Walter Reed;
4 reimbursed me for airfare and hotel. I
5 wouldn't accept any other monies because I
6 have to eat, I have to do whatever I have to
7 do, so that's just normal part of everyday
8 living. But the organization voted to comp
9 my airfare and hotel, and the check came
10 from the Patriot Guard Rider store, okay.
11 Patriot Guard Rider store or Jeff Brown
12 himself, it did not -- there was no -- there
13 was no physical checks for anybody to write
14 anything because Jason had them.
15 And we went so far as to send Wayne
16 Hemmert to Jason's house to get the
17 checkbook, and Jason said that he'd take
18 care of it, he'd put it in the mail to Jeff
19 tomorrow. And he physically ripped half of
20 a checkbook; not in part like tearing this
21 sideways, but he took half of a checkbook,
22 ripped it off, put in it the mail and sent
23 it to Jeff so that he had some Bank of
24 Oklahoma checks to pay some Patriot Guard
25 Riders' bills. But by this point we've

1 already got people thinking we're a bunch
2 were biker crooks because we've already
3 ripped them off for not paying our bills.
4 Q. Now, when you said that Jeff was
5 paying expenses, do you know what funds he
6 was using to make those payments?
7 A. At the time I did not understand the
8 difference between Patriot Guard Riders'
9 store ownership, trademarks, any of that
10 kind of stuff. Unequivocally, all I knew
11 was Jeff was paying the bills.
12 Q. Okay. Was he using his personal funds?
13 A. My understanding was that he was using
14 funds from the merchandise sold to the
15 Patriot Guard Riders' store to pay for the
16 bills.
17 Q. Now, let's go back to the conference
18 call for a second. Before Jason initiated
19 this call, I think you testified a few
20 minutes ago that you had had a conversation
21 with Snap regarding Jeff's ownership of the
22 store; is that right?
23 A. That's correct.
24 Q. Okay. So when you got Snap on the
25 phone on the Saturday morning, if I

1 understood your testimony correctly, what
2 did he have to say about Jeff's ownership of
3 the store?
4 MR. O'MALLEY: Objection; hearsay.
5 A. Well, Snap's feeling at the time was
6 that -- this is after it had already blown
7 up and the board had pretty much pushed in
8 the direction, which is -- does that clarify
9 the time frame?
10 BY MRS. BLUE:
11 Q. Sort of.
12 A. No.
13 Q. Tell me a little bit more --
14 A. I mean, what time frame --
15 Q. -- Snap's not here to tell us anything
16 now anyway, so --
17 A. Okay, okay, but, I mean, what are
18 talking exactly?
19 Q. Well, when you got Snap, who is now
20 deceased, back on the telephone --
21 A. Okay.
22 Q. After the first Friday and Saturday --
23 A. Okay.
24 Q. -- missed, right.
25 A. Okay. By that point, it was a living

1 hell. The website was exploding. There
2 were agitators; there were people defending
3 Jeff. It was like being in a freaking war
4 zone. Excuse my terminology there. It was
5 horrible. Anybody who was around at that
6 time will tell you it was horrible. It was
7 coming apart at the seams.
8 And by that point a fast resolution
9 appeared to be the best option. And by that
10 resolution Snap believed that at that point
11 that it was probably better if Jeff were
12 gone right then, too. However, previously,
13 before that in our talks before that, Snap
14 stood with me in alignment that we really
15 wanted Jeff to draw a salary from the
16 organization. Because in board of
17 directors' talks, Jeff had told all of us
18 that he had quit his job to run the store
19 and the organization full time.
20 Q. Now, when you say board of directors'
21 talks, do you mean talks that occurred
22 previous to this --
23 A. Yes.
24 Q. -- conference call?
25 A. Previous to that. And --

1 Q. Jeff told you that he had quit his job
2 to run the store full time?
3 A. Jeff told us he quit his job within a
4 week or two of it happening, and that was
5 spring, early summer of 2006. I don't know
6 exactly, it's his job. But at the time that
7 Jeff quit working to run the Patriot Guard
8 Riders full time, that's what made me ask
9 the first question. It does not take a
10 rocket scientist to figure out that a man is
11 quitting a job and lives in a nice house,
12 has a nice means of income, this all
13 happened before the Patriot Guard Riders;
14 that somehow he's going to be supporting
15 himself. So that's where I personally --
16 that's where Snap personally keyed in on.
17 And one of the single biggest peas
18 that I've always had in this whole dispute
19 was that nobody knew Jeff was making any
20 money, but yet he had told us that he quit
21 his job and was doing the Patriot Guard
22 Riders full time. And I knew that every
23 time I ordered something it came from Broken
24 Arrow, Oklahoma. I mean, maybe I don't
25 remember him saying exactly that he ran and

1 owned the store and was making the profits
2 on it, but -- everybody had to -- well, I
3 can't speak for everybody. Maybe I'm just
4 more intelligent than the average soul, but
5 I just had to assume he was earning a living
6 and wasn't living on the street and running
7 the Patriot Guard Riders' store and giving
8 up his means of income. That's -- I would
9 like to believe people are not that naive,
10 but maybe I'm wrong.
11 MRS. BLUE: Let's take a two
12 second break here.
13 (A short recess was had)
14 MRS. BLUE: Let's go back on the
15 Record. All right, Ronny, I'll just remind
16 you; you know we took a break, but,
17 obviously, you're still under oath.
18 THE WITNESS: Okay.
19 BY MRS. BLUE:
20 Q. All right. Let's go back a little bit
21 to the time before Jeff's resignation. Were
22 you ever a party to any discussion with Jeff
23 regarding Jason Wallin and his duties as
24 treasurer?
25 A. Well, I mean, on the board calls he

1 was visibly upset about people calling in
2 looking for monies that were supposed to
3 have been paid and that were not being taken
4 care of. And he was paying the funds and
5 asking for a checkbook. And that's when he
6 became vocal about calling for an audit on
7 the Patriot Guard Rider, Incorporated Bank
8 of Oklahoma bank account.
9 Q. Was Jason on these calls when Jeff was
10 calling for an audit?
11 A. Jason wasn't anywhere to be found.
12 Jason wasn't answering calls. His voice
13 mail was completely blocked up, you know,
14 "This mail box is full." He was not
15 answering emails. Once a week or so you
16 might be able to get hold of him. He did
17 take some calls from me specifically. I
18 don't know who else, but he did take a call
19 from me every blue moon, because I was
20 running the website. And as I said, I was a
21 gorilla with a machine gun. I'm convinced I
22 crashed it for three days just trying to
23 help.
24 Q. A feat to be proud of there. Who else
25 was on the telephone calls where Jeff asked

1 for or -- what'd you say, upset about the
2 checkbooks and the monies being paid?
3 A. There were board of directors com
4 calls, so I mean, that long ago it happened
5 several times over the course of probably a
6 month.
7 Q. Okay.
8 A. And you -- and the board of directors,
9 the five-man board, minus Jason, were on the
10 call. Jason may have been there and heard
11 that direct once or twice. I don't know if
12 he made any of those calls in that period.
13 But they had to be aware of what we were
14 looking for because by then Jeff was sending
15 folks to his house. And there were at that
16 time national department heads.
17 At that particular time there was a
18 group of people which we call national
19 department heads which consisted of -- and I
20 don't know if any of these people were
21 specifically, but all of them could have
22 been: Tom, Elise was the mail team. I
23 don't know, Bill might have been as -- you
24 can ask him, as the head forum guy. I don't
25 know if he was the forum guy at that

1 particular time, but there were a group of
2 four or five department heads that were
3 regularly on these calls in some capacity,
4 shape, form, or fashion that may or may not
5 have been there. So those particular ones
6 were privy, were at least available to the
7 five-man board and possibly five other
8 department head-type people that possibly
9 heard that.
10 Q. Okay. Do you know if Jason Wallin is
11 still involved with the PGR?
12 A. I do not. Due to his intricate nature
13 with the website, he was contacted several
14 times after his resignation.
15 Q. When you say, "his resignation," do
16 you mean his resignation as officer, or as a
17 member, what?
18 A. As board of directors when the PayPal
19 discrepancies were brought to light. There
20 was --
21 Q. We're going to talk about those in
22 just a second.
23 A. Okay.
24 Q. You testified a few minutes ago that
25 there were, in your mind, some discrepancies

1 in the PayPal accounts. Are you telling us
2 that Jason took money from the organization?
3 A. Okay, this is a two part answer.
4 Q. Okay.
5 A. Originally with Jeff's resignation,
6 and Jason had already confided in me and I
7 don't know who else, but me for sure, that
8 the deal was that Jeff did the store and
9 that Jason got the website Google ads, the
10 funds from those, and that was to offset
11 their costs for time and effort. That when
12 it all rained down on Jeff and he had
13 resigned, within days I said, "Now, Jason,
14 what about you and the Google ads?" And
15 within a couple of hours he had sent a
16 Promissory Note and said what had happened;
17 if he needed to be pulled, whatever, he'd be
18 pulled, resign or whatever, but that he had
19 confided the deal that him and Jeff had been
20 operating under since the founding of the
21 organization.
22 And at that time the organization
23 forgave him for debts based on he signed all
24 ownership of servers, of everything involved
25 with the organization, he signed all of that

1 over. And I specifically asked him on those
2 calls, I said, "Was it Google ads only or
3 was it the Healing Field shirts and
4 everything else that was sold through the
5 website?" And meaning everything excepting
6 the official store and whatever capacity it
7 existed. And he said --
8 MR. O'MALLEY: Objection; hearsay.
9 A. He said that it was entirely -- that
10 was all that he had got was just the PayPal
11 for the Google ads. So we still wanted to
12 verify just based on judiciary
13 responsibility that that indeed was true.
14 And I can remember Bonnie and Ed thought,
15 no, we don't need to and --
16 MR. O'MALLEY: Objection; hearsay.
17 A. -- and on the board official call.
18 And Snap said I think --
19 MR. O'MALLEY: Objection; hearsay.
20 A. -- it would be better to proceed with
21 this. So the board took an official vote,
22 and we went -- we went ahead and decided we
23 were going to do an audit on the PayPal
24 accounts.
25 BY MRS. BLUE:

1 Q. What did you say to the board
2 regarding the PayPal audit?
3 A. That was -- okay, at this same time,
4 this is when Jason said, "And now I'll turn
5 --"
6 MR. O'MALLEY: Objection; hearsay.
7 A. -- I'm turning this over. I no longer
8 want to be the treasurer. Somebody else has
9 to step in and be the treasurer.
10 BY MRS. BLUE:
11 Q. Did you have any response to Jason
12 when he said that? What did you say to
13 Jason about that?
14 A. Well, that's -- on that call I asked
15 him was it only those funds or was it the
16 other merchandise sold; the Healing Field
17 flags and the donations for the flags, and
18 he said no, that was only those accounts.
19 That was all that was there.
20 Q. Okay.
21 A. So we voted as a board so to ahead and
22 pull a PayPal audit, and Jason was going to
23 supply the PayPal records. Because they
24 were his personal PayPal account, he was
25 going to supply the PayPal records to John

1 Tatum, the accountant. And this went back
2 and forth for several months about getting
3 the records to the accountant.
4 I took this extremely -- I took a
5 large degree of importance to this because
6 now I was a treasurer based on people
7 calling self-dealing on Jeff, me having
8 knowledge that Jason had done this, I wanted
9 the PayPal cleared up.
10 Jason never supplied anything to the
11 accountant except for a standard Microsoft
12 Word document with some figures plugged in
13 it -- or an Excel's document with some
14 figures plugged in it and sent them over.
15 And the accountant said, "I can't do
16 anything with this." And --
17 Q. Did the accountant say that to you?
18 A. The accountant said that to me, who
19 reported to it the board. Because as
20 treasurer, I was the contact with the
21 accountant and the bank officers.
22 Q. Did this communication take place in
23 writing, or did you all talk on the
24 telephone?
25 A. I did -- most of the my communications

1 with John Tatum I did on the telephone.
2 Q. Okay.
3 A. However, in February or so, I
4 called -- I was starting to get upset
5 because this was going nowhere, and it
6 looked bad that it was installing. And
7 Jason would say, "Oh, well, I sent you my
8 records." It's like, "No, no. Well, he's
9 an accountant, send him officially what he
10 needs."
11 And I called the accountant to see how
12 it was going. I talked to the accountant
13 three or four times a week. And I called
14 him to see how it was going, and he told me
15 that he had been called off the
16 investigation by Snap, who was the then
17 sitting president. And I said, "Not good."
18 I said, "I am the treasurer." I said, "if
19 that's where you stand." And I talked to
20 Snap and he said, you know, it just needed
21 to go away.
22 And I received a letter at that time,
23 and I have it somewhere from John Tatum. I
24 told him, "I want a letter that I did not
25 initiate the closing of the investigation

1 into Jason's PayPal account. That as
2 treasurer this was not mine. This was --
3 the president had put a stop to this, and
4 that if it's coming to an end it's not at my
5 bequest," and he supplied that letter.
6 Q. Okay. Now, a second ago I thought I
7 heard you testify that Jason had sent in a
8 Promissory Note to the board?
9 A. Okay. That was -- there was two.
10 Jason said in regards to -- that this was
11 all the money that was missing, and that he
12 was signing over -- it was like $12,000 or
13 something, and he was signing over all the
14 servers and all that official gadgetry to
15 the organization, all his ownership to it.
16 At which point I asked him, "Is that
17 everything, including the stuff on the
18 store?" And he said, "Yes." So there
19 are -- yes, he did turn over a Promissory
20 Note, but only for the Google ads.
21 Q. Now --
22 A. What was later in discrepancy was when
23 we actually found records of the PayPal
24 transactions was he had actually pocketed
25 all the money through his PayPal account for

1 all the Healing Field flags, for all the
2 Healing Field shirts, for any of the Sturgis
3 Patriot Guard shirts he had made, for any of
4 that -- that had all gone to Jason.
5 Q. Now, let me ask you this: How did he
6 send that Promissory Note. Did he send it
7 by email, did he --
8 A. By email, and he sent it to all the
9 board members.
10 Q. Do you have a copy of that email?
11 A. Somewhere I do. Don't have it with
12 me, but somewhere I do.
13 Q. Well, it's possible that I have missed
14 that email in the massive amounts of
15 documents that have been produced in this
16 case, but I have not seen that.
17 MRS. BLUE: Do you know if that's
18 been made available.
19 MR. O'MALLEY: I'm not positive
20 right now.
21 MRS. BLUE: To the extent that it
22 hasn't and you have possession of it, I'm
23 going to ask that you make it available.
24 I've asked for that --
25 MR. O'MALLEY: Sure.

1 MRS. BLUE: -- in production.
2 BY MRS. BLUE:
3 Q. Okay, let's go back to the this
4 spreadsheet for a minute. How was that
5 spreadsheet transmitted to the board; was it
6 via email. Did you mail a letter to
7 somebody?
8 A. The initial dollar amount that he
9 was --
10 Q. Uh-huh.
11 A. Okay, he -- okay, you got to
12 understand. It was real dicey in how this
13 whole thing transpired because originally
14 when Jeff was -- resigned, I said, "What
15 about your part, Jason?" And Jason then
16 came clean, but what he said was the Google
17 ads only.
18 Q. Uh-huh.
19 A. And that's what we requested the
20 PayPal account was to verify that what he
21 was coming clean on was accurate, which
22 later it was far, far from accurate upon
23 prudent investigation, and to the tune of
24 $130,000 not accurate. But if --
25 Q. Was that your investigation or John

1 Tatum's?
2 A. That's my investigation. And what I
3 found out later, John Tatum reconciled my
4 numbers as good. Ed Mueller went back to
5 John Tatum with numbers because Jason
6 protested the accounting on it. And Jason
7 later presented a document which said
8 something to the effect of he itemized what
9 he had paid for, like the trip to
10 Washington, DC, and the hotel fees and the
11 trip to Indianapolis for the Indy 500, that
12 he had all paid for.
13 However -- and it was my understanding
14 from Jason and Jeff that Jeff had reimbursed
15 for those costs as official Patriot Guard
16 Rider stuff. And Jason was still claiming
17 these items as he had paid them. So
18 probably by combining, you know, receipts
19 from Jeff the truth could have been got to.
20 But my understanding is that Jason was
21 double-dealing himself on what was actually
22 what he was claiming as expenses. Because
23 somehow it went from $130,000 to $30,000 I
24 think was near the official estimate. And
25 $100,000 worth of petty expenses is a pretty

1 hard number to reconcile. I can't imagine
2 being -- if it was an IRS audit, I can't
3 imagine writing off $100,000 worth of petty
4 expenses and getting away with it. But
5 that's the number that Ed officially
6 released.
7 Later, after my audit and John Tatum's
8 approval of my audit, then I do know that
9 there was some back and forth with the
10 board. This was after I was gone, because
11 Jason officially --
12 MR. O'MALLEY: Objection; hearsay.
13 BY MRS. BLUE:
14 Q. Do you know how Ed released that
15 number or that audit?
16 A. On the Internet. I mean, on the
17 website, I believe.
18 Q. Okay. Was it in any kind of a secured
19 form, or could anybody see it?
20 A. I don't remember. By this point,
21 frankly, I didn't log on to the Patriot
22 Guard Riders' website after my resignation.
23 I didn't attempt to log on -- maybe once or
24 twice just to log on and to see if my
25 account was active and if my state cap pulls

1 had been activated but never really to do
2 anything. I don't remember intentionally
3 logging on to verify until David David's
4 removal and my website privileges had been
5 removed, and Hal Horton had told me I had
6 been banned from the website.
7 Q. So what is your understanding of the
8 total amount of money that Jason Wallin
9 supposedly took?
10 A. $130,000, approximately; I don't have
11 that number in front of me.
12 Q. Well, did Jason ever make an admission
13 of that in writing anywhere?
14 A. No. To the best of my knowledge, no.
15 He didn't like my numbers, as he said that
16 he -- some of those were legitimate, as I
17 just explained, that Jeff had claimed that
18 he had reimbursed Jason for.
19 Q. Okay. Was --
20 A. And that's --
21 Q. -- Jason, I'm sorry, go ahead.
22 A. In all honesty, at no point in my
23 investigation as treasurer was I allowed to
24 seek verification of reimbursement of funds
25 from Jeff.

1 Q. Why not?
2 A. Because I was -- Bonnie Cutler and Ed
3 Mueller basically thought I was Jeff's
4 puppet and spied on the board of directors,
5 and I had been ordered by that point to
6 cease and desist Patriot Guard
7 communications with Jeff. And, frankly,
8 nothing he could have brought to the table
9 in that audit anybody gave a damn about.
10 Q. And when you say you weren't allowed
11 to seek reimbursement of funds from Jeff, do
12 you mean that you weren't allowed --
13 A. No, no, no, Jason's reimbursement.
14 Jason claimed --
15 Q. You weren't allowed to seek any
16 information regarding the reimbursements
17 that Jason was claiming; is that what you're
18 saying?
19 A. Correct.
20 Q. Okay, I just wanted to clarify that.
21 Was Jason allowed to continue in his
22 leadership role? I think you said he was a
23 secretary after the results of this audit.
24 A. No, no, no. As soon as -- in setting
25 up a donations account for the Patriot Guard

1 Riders, my American Express secured all the
2 Patriot Guard Riders' PayPal accounts. I
3 don't know if they still do, but as recently
4 as six months ago I couldn't use one of my
5 American Express cards on PayPal because it
6 was securing an account, and the only
7 account it was linked with was Patriot Guard
8 Riders, but I was creating a donations
9 account.
10 Now, I went to create a Patriot Guard
11 Riders' email address -- and this is the
12 whole thing that brought Jason to light.
13 But previous to that Jeff had been screaming
14 all along something along these lines in the
15 background. And various people, Carey
16 Hamilton and others had brought this up, and
17 I frankly thought it was -- at the time I
18 frankly thought that it was just hard
19 feelings on Jeff screaming about Jason.
20 And I told Jeff at one time that if
21 this is true and I can find anything about
22 it, I promise you I'll bring it to light,
23 and that's the PayPal kind of meander.
24 But in the creation of this donation
25 account the mail server came back and said,

1 this donation that Patriot Guard already
2 exists. So I went to it, and I looked at
3 it. And like most of the Patriot Guard
4 accounts at that time there was three
5 thousand spam messages stuck on it. And I
6 scrolled all the way down to the first of it
7 and, lo and behold, all the way back to the
8 initial opening of the Bank of Oklahoma
9 account that Jason Wallin was treasurer on
10 to, I believe it was late February of 2006,
11 was every single PayPal transaction that
12 Jason would not turn over to the
13 organization in that email. And I merely
14 spent three days sorting through spam and
15 pulling out the good email addresses so that
16 I could actually run a set of numbers.
17 The first night that I found it after
18 about three hours of hammering through this
19 and getting a fraction of the way into it, I
20 had already found $30,000 worth of
21 transactions in here, and they were
22 everything. They were peoples' Healing
23 Fields shirts, and there were -- and the
24 funny thing about it is I don't remember any
25 transactions from Google ads. There were no

1 Google ads. It was -- all the PayPal
2 transactions were completely linked to
3 Healing Field shirts, to sponsoring flags,
4 to the Sturgis shirts, to special events
5 that we would put up on the website that was
6 supposed to be paid, the $20,000 to the
7 vendor that was calling us a crook at that
8 point that Jeff paid.
9 So at that point, frankly, that's when
10 lots of the events of the past started to
11 gel into chronological order that you could
12 actually put together. Because in the fast
13 growing phase, as I've said, one of the big
14 deficits of the boards -- I sat on
15 officially two boards. Let's call it the
16 original board, which was Jeff, Jason, and
17 us, and then the next board which was led by
18 Snap and us, and then a month or two into
19 the next board, so let's just say two
20 official boards that I was partaking in. We
21 left very little documentation. We left
22 very little trail. That's why we initiated
23 the advisory status for past board members
24 so that -- to try to pick our brains so we
25 could help you all move along because there

1 wasn't any time.
2 As I said, the time around Jeff's
3 resignation you will find a thread in there
4 with Monica Mead pushing and pushing and
5 pushing. And, frankly, in an open thread,
6 it was not an open thread, it was in a ride
7 captains' thread, I called her a bitch
8 because she pushed so hard. And I got more
9 fan mail out of that statement, state
10 captains from all over the country said,
11 "I've been waiting on one of you board of
12 directors to say that."
13 And -- but, yeah, that's exactly where
14 it was. There was just such an uproar that
15 there was not time to do anything. So being
16 able to sit back and look at the
17 chronological order of things, that at this
18 point where I sit today, Jeff knew damn good
19 and well that Jason was ripping off the
20 organization; was calling for the checkbooks
21 to get out of that man's hand, and an audit
22 into what was happening.
23 At that point Jason talked to me in
24 August about how to start crossing Jeff out
25 to get him out of the occasion, which later

1 culminated with the uproar that took place.
2 Jason's first initial call to, "Let's have a
3 call to get Jeff out of here while he's out
4 of town." And Jason not coming clean on any
5 of his own dirt until I said, "Jason, what
6 about your Google ads?" And Jason said,
7 "Oh, yeah, here's how much I got, and here's
8 a list of the stuff I've given to the
9 organization," and the board said, "Okay,
10 clear."
11 Q. Okay. All right, so at this time did
12 Jason have any control over the PGR website
13 or its domain name?
14 A. Absolutely. That was the single
15 biggest fear that the original five-man
16 board had of launching Jason and just firing
17 him outright was that Jason was the only
18 person in the organization that knew where
19 the servers were.
20 Jason could have unplugged the
21 computers and gone home, and it would have
22 essentially shut us down. We might have
23 been able to get it back up and running.
24 And that's one of the things that we were
25 looking at. Right there around this time

1 leading up to it was we were looking at
2 alternative methods of mirroring the website
3 onto Go Daddy or something, and we were
4 looking at that kind of thing right around
5 now, too.
6 Q. Did Jason threaten to take the servers
7 or unplug them?
8 A. No.
9 Q. Do you know if Jason owned the Patriot
10 Guard dot org website or domain name at that
11 time?
12 A. At that time the Patriot Guard dot org
13 was registered to Jason Wallin. And like
14 other things, I later found out that for the
15 first two years of our organization we
16 didn't even have license to dot net Nuke,
17 our website. Our physical software was
18 Jason's copy of it because as I was looking
19 to purchase other modules in 2007 or to move
20 down the road, Jason told me to be real
21 careful because that's not registered.
22 MR. O'MALLEY: Objection; hearsay.
23 BY MRS. BLUE:
24 Q. Did you verify whether those were
25 registered?

A. Frankly, I didn't know how to register; I didn't know how to verify. I just did what I was told and tried not to stir up any trouble that would have shut us down.

Q. Where were the servers located physically, do you know?

A. In a co-location --

Q. In November of 2006. Let me clarify that?

A. In November of 2006, I had already learned that they were in a co-location facility that -- called Whatwire, and they were not physically in his home. We were worried that they were in his home, that he'd unplug it, and now he's got the servers and everything.

Q. Okay. Okay, let me introduce our Exhibit 2.

(Whereupon Deposition Exhibit Number 2 was marked for identification.)

BY MRS. BLUE:

Q. This is a series of posts on the PGR forum that were produced in response to our document production requests to the PGR.

1 They're Bate's stamped PGR 003530.
2 Okay, Ronny, if you'll look at this
3 for us and tell us who is the poster on this
4 first page, which at the top is Page three
5 of ten. I think that probably refers to a
6 thread on the website.
7 A. Yes, that's "Waldo," Jason Wallin.
8 Q. Okay. If you'll go to page five of ten?
9 A. Okay.
10 Q. We're going to read beginning with, "I
11 want to make..." would you read that to us?
12 A. "I want to make this formal notice
13 that as of today all software and
14 hardware used for the website,
15 servers, firewalls, and switches are
16 donated to the PGR, Incorporated. In
17 addition I am releasing any claim I
18 have to the domain name patriotguard
19 dot org. FYI --"
20 Q. That's good, thanks. So what's the
21 date on this post?
22 A. The date on this post is 11-21 of 2 --
23 oh, hold on, that's the date it was printed.
24 The 10th of November, 2006.
25 Q. Is that before or after Jeff Brown was

1 asked to resign?
2 A. That is after. This is -- this is
3 within a day of me calling him on the mat
4 about his own --
5 Q. Okay. Now, is there anything that --
6 in this post that reminds you of any other
7 circumstances that led to this ownership
8 transfer between Jason and the PGR?
9 A. I'm sorry, clarify?
10 Q. Sure. That wasn't a very clear
11 question, I'm sorry.
12 Having reading this post now, and if
13 you want to certainly take some time and
14 familiarize yourself with the rest of it,
15 but does it give you the opportunity to
16 refresh your recollection about anything
17 else Jason might have said about
18 transferring those servers back to the PGR?
19 And if it doesn't, then that's fine.
20 I just want you to take a look at it and see
21 if it reminds you of anything that happened
22 about that time?
23 A. Well, the bylaws as he's talking about
24 it, he does say that they're working on the
25 new ones. The original bylaws are the

1 three-man board which were never updated.
2 Q. Okay. All right, let me ask you this
3 -- actually, I'm going to go ahead and
4 introduce in, this is Number 3.
5 (Whereupon Deposition Exhibit Number
6 3 was marked for identification.)
7 BY MRS. BLUE:
8 Q. This is Page 59 of the testimony you
9 gave on October 28th, 2003 in this matter.
10 If you'll take a quick second and look at
11 that.
12 (Off the Record)
13 A. Okay, go ahead.
14 BY MRS. BLUE:
15 Q. Okay. If you'll take a look at your
16 Answer that begins at the top of the page
17 after the little letter A, it looks like you
18 testified that there was a fear that if too
19 hard a move was made against Jason, he would
20 shut the Patriot Guard Riders down. Is that
21 your testimony from earlier; do you remember
22 that?
23 A. Yes.
24 Q. Okay. And why did the -- why was
25 there a fear about that? Let me ask it that

1 way.
2 A. Well, because he still had the
3 technical ability, such as when I later
4 discovered, the very night that I discovered
5 the email account for donations that showed
6 the listing of the PayPal transactions, and
7 I immediately called Jason, immediately that
8 is after I did a backup and saved all of
9 those answers. I immediately called Jason
10 and said, "What the hey, Buddy. I just
11 found all of these things. What's going
12 on?" And he said blah, bluh, bluh, bluh; he
13 just stuttered and mumbled and had no valid
14 reason for them, and then he knew what I had
15 found.
16 That very night my personal -- nobody
17 else's personal email suffered this, but
18 that very night donations at Patriot Guard
19 dot org disappeared. And --
20 Q. Donations, monetary donations or the
21 button that you could use to donate on the
22 website?
23 A. No, the emails that I had found that
24 substantiated Jason's stuff from the
25 organization disappeared from the mail

1 servers. Not anybody could do that.
2 Somebody with administration privileges and
3 access of where to even go and look had to
4 know where that was to physically go remove
5 that body of emails, that proof that Jason
6 had stolen.
7 Q. Okay.
8 A. At which point I raised bloody hell.
9 And, lo and behold, there was an old backup
10 Jason found that he could restore those
11 from, but I already had a backup that I had
12 saved before I had called him. And that was
13 within hours, days at the most, of Jason
14 resigning. As soon as he knew that I had
15 found that, Jason resigned.
16 Q. So it was that deletion of those
17 emails that gave rise to the board's fear
18 that he would shut down the website?
19 A. No, just the general fear that --
20 okay, I can't say it any other way than in
21 regards to the website, Jason was almost
22 Omnipotent. When I said guru earlier, I
23 mean just that. There were aspects of our
24 organization that nobody -- we kept bringing
25 in, "Do we have a volunteer that could do

1 this?" And we kept bringing in people who
2 would flounder and do nothing and talk about
3 how this program might be bad or that, and
4 never do anything productive, which gave
5 rise to me saying that, "I can't really be
6 doing this."
7 And I initially gave Bill Richarts and
8 Neal Hoopert in the original organization
9 chart, co -- talked to the board about it
10 and, they were co-website administrators, or
11 co-directors of that facility, because I
12 didn't wanted to do it. It was -- the
13 expertise to run it were outside of mine,
14 and hopefully the goal was to find somebody
15 who could do it because we kept floundering.
16 So, I mean, literally there are things
17 called back doors. There's all kinds of --
18 it is real easy to sabotage websites if
19 you're an ace computer programmer, and
20 you're surrounded by gorillas with machine
21 guns.
22 Q. Well, let me ask you this question --
23 A. And we -- and up until just before --
24 just before Jeff's removal -- now, this is
25 much later; this is in August of '07. Until

1 right at the time of Jeff's resignation,
2 nobody knew where the servers were.
3 Q. So Jason wasn't removed until August
4 of '07?
5 A. Right.
6 Q. Okay.
7 A. He was originally found that he did
8 the Google's -- that's I keep getting
9 confused at, because there's two scenarios.
10 One, he came clean on the Google ad, but he
11 only came clean on a quart when he had
12 actually stole 500 gallons. And that's --
13 that took awhile to find through the
14 stumbling of the donations at Patriot Guard
15 website to actually prove that. And Jason
16 knew where the servers were; nobody else
17 did. Jason knew how to run the servers;
18 nobody else did. There was so much to do
19 with the original computers of the
20 organization that, yes, Jason could have had
21 a backdoor login or any kind of stuff.
22 Jason -- we were scared that if we went at
23 Jason too hard, he would shut the
24 organization down.
25 Q. Now, since --

1 A. And nobody knew how to stop him or
2 even to verify if he had done it. I only
3 use the missing emails to justify my
4 statement in that I find the proof and it
5 disappears.
6 Q. Okay. All right, well, what is the
7 scope of the Patriot Guard organization.
8 How many states do members live in?
9 A. All of them.
10 Q. Okay. So --
11 A. Plus protectorates.
12 Q. All right, so how do those members
13 communicate with one another?
14 A. Well, primarily the initial way of
15 communication is to monitor the website.
16 Q. Okay, so is the -- the website's the
17 primary means of communication then?
18 A. Absolutely, first and foremost.
19 Q. And so if you shut that website down,
20 what happens to the organization?
21 A. It dies. I mean, it could be
22 recovered, but what happens to the
23 organization, It dies. I mean, everybody
24 goes into panic mode until some kind of Plan
25 B is popped up and you go. I understand

1 that there's -- probably much better now,
2 which was the direction we were trying to go
3 to back then, but at that particular time
4 it's dead, bingo.
5 And the other thing, there was another
6 method of communication, which is the
7 national contact coordinator, and that was
8 the mail server. And once again, the only
9 other backup or secondary system we had,
10 Jason was the omnipotent guru over that as
11 well, so --
12 Q. Okay. So if Jason had been hit by a
13 bus, what would have happened?
14 A. It would have got ugly. We wouldn't
15 have known where to go. We wouldn't even
16 have known where to go push a button to turn
17 the servers back on.
18 Q. Okay. All right, so who owns the
19 domain name now, to the best of your knowledge?
20 A. Jason signed the domain name over at
21 the time that he came clean on the Google
22 ads at Jeff's removal in November of '06.
23 That's when --
24 Q. He signed it over to who?
25 A. The Patriot Guard Riders dot org.

1 Q. Okay, was --
2 A. -- or is it --
3 Q. Was that before or after the Patriot
4 Guard Riders had some form of incorporation?
5 A. Okay.
6 Q. Whatever that was, whether it was a
7 501 c 3 or anything else?
8 A. That was after.
9 Q. Okay, all right. You have talked a
10 little bit about Jon Tatum. Do you know
11 where Jon Tatum lives?
12 A. Not now, but he did live here in
13 Tulsa. And when I was dealing with him
14 primarily, he lived in Tennessee.
15 Q. Okay. And what's John Tatum's
16 profession?
17 A. He is an accountant.
18 Q. Okay. Do you know if he's a CPA?
19 A. I do not know that for sure. I always
20 thought he was, and I had later been told
21 that he was not.
22 Q. Okay. Do you know who hired John
23 Tatum on behalf of the Patriot Guard
24 organization?
25 A. Jeff.

1 Q. Okay. Do you know when Jeff hired him?
2 A. I do not know because he was already
3 in place at the time of Jeff's removal.
4 Because when Jason said, "That I will not
5 be --" as he said here, "that I will not be
6 handling any money any more, period," I
7 immediately started dealing with Jon Tatum,
8 our accountant, to set up our treasury, so
9 he was already in place.
10 Q. Okay. Was there any connection
11 between the hiring of John Tatum to perform
12 an audit and Jeff's resignation other than
13 the concern over Jason's failure to turn
14 over the checkbooks?
15 A. Repeat the question?
16 Q. Well, let me ask it a different way.
17 That's too hard. Why did Jeff hire Jon
18 Tatum?
19 A. Jeff hired Jon Tatum to go over the
20 Patriot Guard Riders books.
21 Q. Okay.
22 A. Because he had been paying the Patriot
23 Guard Riders' expenses rather than the
24 Patriot Guard Riders for stuff that the
25 Patriot Guard Riders was selling in a

1 special event store on its own website that
2 was supposed to be entirely connected to the
3 Patriot Guard Riders' corporate bank
4 account.
5 Q. And tell us about that a little bit.
6 A. Well, that's the Healing Fields, the
7 Healing Field flags, shirts, Sturgis shirts,
8 were all initially -- Healing Fields was
9 something Jason brought to the organization.
10 We voted that, yeah, it sounded like a good
11 idea. They were going to put up a flag for
12 every soldier killed in --
13 Q. Who voted that?
14 A. The five -- the first five-man board
15 being Bonnie, myself, Snap.
16 Q. Okay.
17 A. Jeff, Jason. And we thought that
18 would be a wonderful idea to sponsor this.
19 They were putting up a flag with a name on
20 it for every soldier who had been killed in
21 the war on terror.
22 And to sponsor it, because it was
23 going to cost a large sum of money, we were
24 going to sell sponsorships of flags, at
25 which point I believe you could request the

1 flag and the pole that it was on returned
2 when the Healing Fields were torn down. And
3 you could also -- or you could just donate
4 the money, and you could also purchase a tee
5 shirt, either a Sturgis or a Sturgis Healing
6 Fields shirt. And to do that, that was
7 going to be separate. We talked about it
8 directly, and that was going to be separate
9 from the Patriot Guard Riders store, and it
10 was going to run through what we were going
11 to term a special event store.
12 Q. Why was it going to be separate from
13 the Patriot Guard store?
14 A. Because it was a special event, and
15 Jason was going to oversee it.
16 Q. Whose decision was that?
17 A. That was the board of directors.
18 Q. Was Jeff involved in the board of
19 directors at that time?
20 A. Yes.
21 Q. Okay. Okay, so you were selling the
22 Sturgis tee-shirts on this special part of
23 the website?
24 A. Yes. The front page, actually.
25 Q. Okay.

1 A. Actually, the middle of the front page
2 of the website.
3 Q. And Jeff hired Jon Tatum to help sort
4 out the money from those sales; is that what
5 you testified to?
6 A. Yes, that the people were calling --
7 basically, we were crooks and leaving them
8 with bad debts because we sponsored the
9 Healing Fields and weren't sending them any
10 money. And the South Dakota state captain
11 had called Jeff, not -- yeah, had called
12 Jeff --
13 MR. O'MALLEY: Objection; hearsay.
14 A. And Jeff brought it to the board, and
15 the board decided that we needed to pay the
16 bills. Jeff said he would write them a
17 check, but he wanted the checkbooks back,
18 and he wanted an audit on the accounts.
19 BY MRS. BLUE:
20 Q. Okay. Was any legal action ever taken
21 against Jason Wallin for the funds that
22 couldn't be accounted for?
23 A. Not the ones that he -- not the --
24 okay, for the ones that could be accounted
25 for, that's -- the ones denied --

1 Q. Let's do it another way.
2 A. Okay, for the --
3 Q. Did the board or the organization ever
4 take any legal action against Jason Wallin?
5 A. What we did was we contacted the FBI.
6 And the FBI told us -- now this is -- Ed
7 Mueller reported back to the board that his
8 conversation with the FBI --
9 MR. O'MALLEY: Objection; hearsay.
10 A. -- when he was president was that the
11 official stance of the FBI was they'll put
12 it in the -- they'll turn in the complaint,
13 and that usually in, usually in events of
14 corporate -- oh, I don't know the word;
15 corporate theft, essentially, that if it's
16 not in a quarter million dollar or higher
17 range, they generally don't waste their time
18 with it. But they will leave it on file,
19 and that will be up for their in-house
20 investigators to decide, and they'll call us
21 back if they ever want to talk to us.
22 BY MRS. BLUE:
23 Q. Was there any email exchanged among
24 the board members regarding this FBI
25 investigation?

1 A. I don't remember.
2 Q. Did you personally have any
3 conversation or express any opinion to any
4 other board member about the FBI investigation?
5 A. Well, it was a topic that was brought
6 forward. We voted to call the FBI. And Ed
7 was the point man on the board of directors
8 assigned to be the contact to the FBI and to
9 report back the findings from them. So,
10 yes, there was discussion in that matter.
11 There was also discussion about pursuing the
12 money from Jason.
13 Q. Was that done?
14 A. The money was not pursued from Jason
15 because the legal costs to recover what he
16 was -- what he had stolen, I think the term
17 I used on the conference call was, "You
18 can't squeeze blood out of a turnip," along
19 with several other people felt the same way.
20 So throwing good money after bad would have
21 proven to be a bad judiciary responsibility
22 on the part of the board. We were advised
23 by our accountant along that same realm and
24 the corporate attorney.
25 Q. Your accountant being Jon Tatum?

1 A. Jon Tatum.
2 Q. Okay.
3 A. And we were advised by Jon Tatum that
4 our best act would be to send Jason a 1099,
5 I think, and bill him for those -- stuff.
6 So at some -- so that we as an organization
7 recognized that there had been that money,
8 and that it wasn't -- just disappeared, to
9 take us off the hook for misappropriating
10 the funds.
11 And we had the complaint filed with
12 the FBI, along with the 1099 to back up that
13 we're saying the money did exist, and it
14 does not exist any longer. And this is the
15 easiest way for us to get out of it without
16 spending any more money.
17 Q. Okay. After the decision was made to
18 contact the FBI, was Jason still treasurer?
19 A. No, Jason was gone. Jason resigned.
20 Q. He resigned as a member as well?
21 A. No, he resigned from the board of
22 directors. I don't think his membership was
23 ever questioned. I don't think it was.
24 Q. Do you remember the date that Jason
25 resigned?

1 A. Approximately August the 15th of 2007,
2 somewhere in there.
3 Q. Did the audit that Jon Tatum conducted
4 provide the organization with any other
5 information that you recall?
6 A. No.
7 Q. Okay. Did that audit suggest that
8 there had been any other PGR member or
9 leader that had misused funds?
10 A. No.
11 Q. Were the audit results released to the
12 membership at large of the organization?
13 A. That was after I had left. As I --
14 earlier something was on the website. I
15 don't remember the extent. It might have
16 been in the presidential corner or something
17 there or a formal announcement but --
18 Q. Who would have been president?
19 A. That would have been Ed Mueller.
20 Q. Okay, so he would have posted that?
21 A. Yes.
22 Q. Okay. Did you personally have any
23 exchange with Jason Wallin or see any post
24 by Jason regarding the use of the Patriot
25 Guard trademark before Jeff's resignation?

1 A. Not that I recall.
2 Q. Okay.
3 A. At the time -- for the Record, I will
4 state that at the time I was not on the
5 lynch Jeff Brown band wagon. There was --
6 MR. O'MALLEY: Objection;
7 non-responsive.
8 MRS. BLUE: No, he's not
9 finished. Let him finish before we --
10 A. There was a very vocal and adamant
11 lynch Jeff Brown coalition that took place,
12 and I was not. I have often been the
13 odd-man-out because I've told people for
14 years that Jeff is my friend. And I've been
15 told for years that that also makes me an
16 enemy of the Patriot Guard Riders. And --
17 but the lynch Jeff Brown coalition was not
18 part of mine.
19 I knew what was happening with the
20 store. My goal, when all this had arisen
21 was, my goal was I wanted Jeff Brown to
22 become the first paid employee of the
23 Patriot Guard Riders. I think the term I
24 used exactly, and you'll find it in several
25 of my forum posts is I invented this

1 imaginary guy called Uncle Bubba, and Uncle
2 Bubba thinks he is the most intelligent
3 human being that ever walked the face of the
4 planet, and he wouldn't know how to pour
5 piss out of a boot with the instructions on
6 the heel. And I told Jeff Brown I think
7 specifically that, "Uncle Bubba will not
8 understand this," and that I think that if
9 we move towards a solution, that it may be
10 better for everybody involved. Jeff had
11 better faith in the membership than that,
12 and Uncle Bubba proved to be a very real
13 idiot.
14 MR. O'MALLEY: Objection;
15 non-responsive.
16 MRS. BLUE: All right.
17 (Whereupon Deposition Exhibit Number
18 4 was marked for identification.)
19 BY MRS. BLUE:
20 Q. I'm going to have you take a look at a
21 post here. We're on Exhibit 4, which is a
22 document that was produced by the PGR in
23 response to one of our document production
24 requests. The Bate's stamp is PGR 003540.
25 I'll ask you to take a look at that

1 and tell us what that is.
2 A. This is a post from the Patriot Guard
3 Riders' forum.
4 Q. Okay. What's the first full post on
5 that page?
6 A. Do you want me to read it?
7 Q. No, can you just tell us what it is,
8 or identify it for us? The post from -- if
9 you'll look in the middle of the page
10 beginning 15th November 2006, 1:43 p.m.
11 A. Well, it's Jason saying that Jeff had
12 given the Patriot Guard Riders position --
13 permission to use the PGR logo, the
14 trademark that's in dispute, I would suppose.
15 Q. Okay. This post says:
16 "The permission to use this logo has
17 been granted for use on the website
18 only. For use on business cards I
19 would contact Jeff and ask him about
20 it, as he drew the logo and by his own
21 statements has filed a copyright of
22 the logo personally."
23 What, as a PGR member, would you think
24 if you were reading that post?
25 A. It plainly says that Jeff is granting

1 the PGR the right to use the logo, and
2 that's it.
3 Q. Would you think that Jeff created the
4 logo from this post?
5 A. I'm --
6 MR. O'MALLEY: Objection; leading.
7 BY MRS. BLUE:
8 Q. Let me ask you what you think of this
9 statement:
10 "For use on the business cards I would
11 contact Jeff and ask him about it as
12 he drew the logo."
13 A. That would say that if anybody else
14 wanted permission to use the logo, they need
15 to go ask Jeff as well.
16 Q. Okay.
17 A. Implying that the PGR could not grant
18 that permission to other individuals.
19 Q. Why would the PGR not be able to grant
20 permission, that permission to individuals?
21 A. Because Jason's statement is that Jeff
22 has granted us permission --
23 Q. Okay.
24 A. And we don't have permission to grant
25 it to other people.

1 Q. So who was controlling the mark then.
2 If you read this, who would you think was
3 controlling the mark?
4 A. I would think that Jeff was
5 controlling the mark, if I were to read this.
6 Q. Okay.
7 A. In context it is written.
8 Q. Okay. All right, let's go -- well,
9 actually, let me ask you one more question
10 about this. From reading that post would
11 you as a member think that PGR could make
12 any use that it wanted to of that mark?
13 A. No. It says that PGR could use it for
14 the website only.
15 Q. Okay. All right, this is -- what are
16 we at, 5?
17 A. Can I go back and clarify something here?
18 Q. Sure.
19 A. You're asking me about this specific
20 context, 15th November, 2006.
21 Q. Uh-huh.
22 A. And this does not -- this is a moment
23 of time that happened clear nearly a week
24 and a half to two weeks after Jeff's
25 resignation.

1 Q. Okay. Do you think that's significant
2 in some way?
3 A. Yes. The initial resignation by Jeff
4 was followed by -- immediately by a
5 negotiation with myself and Bill Lyons with
6 Jeff Brown.
7 Q. And I'll let you know we're going to
8 talk about that in just a minute, but you
9 can feel free to, if you think there's
10 something significant that relates to this
11 post, feel free to tell us what that is.
12 A. Well, the significance of it is that
13 in negotiations Jeff had previously talked
14 to two of the board members that were on
15 communication basis with him about the PGR
16 controlling the logo in and of itself. So
17 there were --
18 Q. Who were those two members that he was
19 talking with?
20 A. Myself and Bill Lyons.
21 Q. Okay.
22 A. This is a further continuation after
23 another major event, being the filing of the
24 trademark itself had physically taken place,
25 I believe.

1 Q. Okay.
2 A. And there were preceding things that
3 would give rise to the context of this
4 sentence.
5 Q. Okay.
6 A. Okay, that's it.
7 Q. All right.
8 (Whereupon Deposition Exhibit Number
9 5 was marked for identification.)
10 BY MRS. BLUE:
11 Q. This Exhibit 5 is a printout
12 downloaded from the Patent and Trademark
13 Office on May 3rd, 2010. We killed a lot of
14 trees on this. And this is PGR, Inc's
15 application, serial number 77040379. The
16 application's already been made of Record.
17 I think this is Petitioner's 14 in Mr.
18 Richart's deposition. This is -- I have a
19 color copy for the court reporter here. I
20 thought it would be easier for us to look at.
21 MR. O'MALLEY: I'm sorry to
22 interrupt, did you say that there was a PGR
23 Bate's stamp on this, or did I mishear?
24 MRS. BLUE: No, you didn't, and
25 that's what I'm getting to.

1 MR. O'MALLEY: Okay.
2 MRS. BLUE: The application
3 itself was produced in Mr. Richart's
4 deposition, and I imagine it's also going to
5 come in on a Notice of Reliance. If you
6 want me to go get --
7 MR. O'MALLEY: No, that's fine, I
8 just --
9 MRS. BLUE: Yes, I just wanted to
10 tell you where it came from so we can
11 authenticate it, and if you will stipulate
12 that it appears to be a printout from the
13 PTO.
14 MR. O'MALLEY: It appears to be
15 although it's rather long, but --
16 MRS. BLUE: Well, that's fine.
17 BY MRS. BLUE:
18 Q. Let's kind of walk through this a
19 little bit, and it might take us a little
20 bit.
21 Ronny, if you'll take a look up at the
22 top of this first page, we see about five
23 lines down it says: "Mark." Do you see
24 that?
25 A. I do.

1 Q. And what appears right under that word
2 mark?
3 A. The Patriot Guard Riders' logo.
4 Q. Okay. And then if we go on down to
5 the bottom of the page where it says: "Last
6 applicant, owner of record," tell me what it
7 says there.
8 A. Patriot Guard Riders, Incorporated.
9 Q. Okay, and what's the address there?
10 A. 312 Granite Court. Jason Wallin's
11 address.
12 Q. Okay. Okay, go to the -- flip to the
13 next page.
14 A. Okay.
15 Q. See where it says, "Goods and/or
16 Services" there? Can you tell me what it
17 says. There's a line that says,
18 "International Class: 45; Class Status:
19 Active," and then read that next line in for
20 me, please?
21 A. "Organizing and conducting support
22 groups in the field of combat veterans and
23 their families."
24 Q. Okay. And the first use date in
25 commerce?

1 A. 6-1 2006.
2 Q. Okay. And the first use date?
3 A. 11-11-2005.
4 Q. Okay. Now, I want you to flip on over
5 to this. I think we've got to flip one,
6 two; there's a page that says, "Trademark/
7 Service Mark Application, Principal
8 Register."
9 A. Okay.
10 Q. Okay, keep going on that --
11 A. Okay.
12 Q. -- till you get to the page, the
13 middle of the page. It says, "Declaration,"
14 and you have to go one more.
15 A. Okay.
16 Q. Do you see that?
17 A. Okay.
18 Q. If you will read the first two lines
19 of that, please?
20 A. "The undersigned, being hereby warned
21 that willful false statements and the
22 like so made are punishable by fine or
23 imprisonment or both under 18 USC
24 Section 1001, and that such willful
25 false statements and the like may