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

Proceeding	91194772
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Joy A. Jones

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

Cannery Casino Resorts, LLC,

Opposer,

vs.

Omri S. Shellef,

Applicant.

Marks:

EAST SIDE SOCIAL CLUB, Serial No.
77/767677

Opposition No.: 91194772

OPPOSER'S MOTION FOR SUMMARY JUDGMENT

Opposer Cannery Casino Resorts, LLC (“CCR”), by and through its undersigned counsel of record, hereby moves the Trademark Trial and Appeal Board (the “Board”) for an Order granting CCR summary judgment. This Motion for Summary Judgment (the “Motion”) is based upon the records and pleadings on file herein, the memorandum of points and authorities set forth below, the Declaration of Bryce K. Earl, Esq. In Support of Opposer’s Motion for Summary Judgment (“Earl Decl.”) attached hereto and incorporated herein by this reference as **Exhibit A**, the Declaration of Kimberly J. Cooper, Esq. In Support of Opposer’s Motion for Summary Judgment (“Cooper Decl.”) attached hereto and incorporated herein by this reference as **Exhibit B**, and the other documents and exhibits submitted in support hereof.¹

¹ CCR files this Motion simultaneously with its Motion for Leave to Amend the Notice of Opposition (the “Motion to Amend”).

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

CCR offers and markets a wide variety of goods and services, including, without limitation, entertainment services, hotel services, and restaurant, bar, and catering services, in association with the mark EASTSIDE CANNERY and various other marks incorporating the text “EASTSIDE”. Further, CCR is the owner of various federally registered trademarks and service marks incorporating the text “EASTSIDE” (collectively, the Eastside Marks)², including registrations in International Class 43 for hotel services, restaurant services, bar services and catering services and International Class 41 for certain entertainment services including nightclub services and providing facilities for and conducting special events featuring casino and gaming contests and tournaments.

Applicant Omri S. Shellef (“Applicant”) filed a use-based application claiming a date of first use in commerce of August 8, 2007 for the mark EAST SIDE SOCIAL CLUB in International Classes 41 and 43 (the “Shellef Marks”). In his application, Applicant specifically identified “bar, restaurant, and hotel services; catering services” in Class 43 (the “Class 43 Mark”) and “[a]rranging and conducting nightclub entertainment events; [a]rranging and conducting nightclub parties; [e]ntertainment in the nature of live performances by Disc Jockey” in Class 41.

Applicant does not and has never offered bar, restaurant, catering and hotel services under the Class 43 Mark. Further, Applicant does not and has never used the Shellef Marks in commerce as required under the Lanham Act. Accordingly, CCR submits this brief in support of its Motion for Summary Judgment on grounds that Applicant’s non-use of the Class 43 Mark and

² *See* Cooper Decl., at ¶ 8.

Applicant's lack of use in commerce of either of the Shellef Marks renders Applicant's application void ab initio.

II. STATEMENT OF FACTS

CCR filed its original Notice of Opposition on or about May 5, 2010. Applicant filed his Answer on or about June 14, 2010, but failed to timely serve his Answer on CCR. Given Applicant's pro se status, CCR made several efforts to contact Applicant. See Earl Decl., at ¶ 5. Applicant eventually served his Answer on CCR on or about July 13, 2010, without objection from CCR. Throughout this proceeding, CCR has continued to extend similar courtesies to Applicant in light of his pro se status.³

Shortly after Applicant served his Answer on CCR, CCR began good faith settlement negotiations with Applicant that ultimately resulted in CCR sending Applicant a draft agreement on or about July 17, 2010. See Earl Decl., at ¶ 8. The forward momentum of the settlement negotiations stopped, however, when Applicant refused to consent to an extension of the discovery period and instead filed a Request to Expedite Trademark Registration ("Request to Expedite"). Up until Applicant filed his Request to Expedite, CCR believed that Applicant was still considering the draft agreement and was continuing to negotiate in good faith. See Earl Decl., at ¶ 19. CCR would later learn that Applicant did not view his Request to Expedite as

³ For example, on or about July 16, 2010, Applicant filed through the Board's Electronic System for Trademark Trials and Appeals ("ESTTA") a letter to CCR making various requests for information and documents. See Earl Decl., at ¶ 9. Given Applicant's pro se status and as a courtesy to Applicant, on or about July 17, 2010, CCR sent an email to Applicant enumerating the four types of information Applicant is required to disclose in Applicant's Initial Disclosures pursuant to Fed. R. Civ. P. 26(a)(1). Furthermore, CCR informed Applicant that the initial disclosures need only be disclosed to CCR and not to the Board. See Earl Decl., at ¶ 10. On or about August 12, 2010, CCR timely served its Initial Disclosures on Applicant. See Earl Decl., at ¶ 11. Applicant, however, failed to serve his Initial Disclosures on CCR by the August 13, 2010 deadline. As a courtesy to Applicant, on or about October 12, 2010, CCR sent a letter to Applicant via electronic mail and U.S. mail requesting Applicant's Initial Disclosures. See Earl Decl., at ¶ 12. Further, on or about October 15, 2010, CCR left a message for Applicant requesting his Initial Disclosures. See Earl Decl., at ¶ 13. Applicant finally sent his Initial Disclosures to CCR on or about October 15, 2010. Given Applicant's pro se status and as a courtesy to Applicant, CCR did not object to Applicant's untimely disclosure of his Initial Disclosures or Applicant's improper service of his Initial Disclosures. See Earl Decl., at ¶ 14.

contrary to the parties' settlement negotiations and, in fact, Applicant was open to continuing settlement negotiations despite his Request to Expedite.⁴ This type of situation is illustrative of the challenges CCR has faced in its interactions with Applicant.

CCR served its discovery requests on Applicant on or about December 29, 2010. See Earl Decl., at ¶ 21. On January 7, 2011, Applicant propounded written discovery on CCR (which was in essence the same written discovery propounded by CCR on Applicant with the names of the parties reversed). See Earl Decl., at ¶ 23. After several stays of the action to attempt settlement, CCR received Applicant's responses via Federal Express on or about August 8, 2011. See Earl Decl., at ¶ 22. CCR provided Applicant with its responses on August 10, 2011, the date reset by the Board's Second Suspension. See Earl Decl., at ¶ 23.

In response to Applicant's Request to Expedite, CCR filed its Motion for Extension of Case Management Deadlines ("Motion to Extend") on or about December 30, 2010. See Earl Decl., at ¶ 20. CCR also scheduled the deposition of Applicant. CCR took the deposition of Applicant on January 10, 2011 in New York City, New York. See Earl Decl., at ¶ 24. Applicant did not take any depositions. It was during Applicant's deposition that CCR had an opportunity to explore Applicant's use of the Shellef Marks and Applicant's use in commerce of the Shellef Marks. See Earl Decl., at ¶ 25.

Ultimately, the parties agreed to stipulate to a suspension of the proceedings pending settlement negotiations. On or about February 9, 2011, the Board granted CCR's Motion to Extend and the parties' Joint Motion for Suspension of Opposition. See Earl Decl., at ¶ 27. As

⁴ Applicant stated in his deposition that he was still open to a settlement agreement. Earl Decl, ¶ 37, Ex. A-1 (131:10-11). Further, in Applicant's untimely response to CCR's Motion for Extension of Case Management Deadlines, Applicant stated that he believes that "negotiations can proceed even if the process of [his] trademark registration is expedited" and that "[t]he two actions are not mutually exclusive". See Applicant's Response to Opposer's Motion for an Extension dated February 5, 2011. Although, CCR strongly disagreed and continues to disagree with Applicant's position that his Motion to Expedite is not mutually exclusive of settlement negotiations, CCR continued to reach out to Applicant in hopes of reinitiating settlement negotiations. Eventually, settlement negotiations were reinitiated between the parties; however, progress was slow.

the end of the suspension period drew near, the parties realized that more time was needed to finalize a settlement. *See* Earl Decl., at ¶ 29. Therefore, on or about May 11, 2011, the parties filed their Joint Motion for Continued Suspension of Opposition. On or about June 8, 2011, the Board granted the parties' Joint Motion for Continued Suspension of Opposition and reset the proceeding to resume on August 8, 2011 with Discovery to close on November 8, 2011. *See* Earl Decl., at ¶ 30.

During this second suspension period, CCR continued to work toward settlement. In fact, until recently, CCR believed that there was only one issue remaining. *See* Earl Decl., at ¶ 32. However, Applicant responded to CCR's last effort by unexpectedly raising multiple issues, some of which CCR understood to be resolved and others which were wholly new. *See* Earl Decl., at ¶ 34. Due to Applicant's ambush negotiating tactics and inconsistent positions, CCR was left with no other alternative but to adjudicate this matter on the merits. *See* Earl Decl., at ¶ 35. Accordingly, CCR has simultaneously filed a Motion for Leave to Amend the Notice of Opposition, an Amended Notice of Opposition, and this Motion. CCR seeks from this Board an Order granting CCR's Motion for Summary Judgment on grounds of non-use of the Class 43 Mark and lack of use in commerce of the Shellef Marks.

III. LEGAL ARGUMENT

A. CCR Has Standing To Oppose Registration of Applicant's Application

Standing is a threshold issue that must be proven by plaintiff in every inter partes proceeding. *See Ritchie v. Simpson*, 170 F.3d 1092, 50 USPQ2d 1023 (Fed. Cir. 1999). The purpose of the standing requirement is to prevent litigation when there is no real interest or controversy between the parties. *See Lipton Industries, Inc. v. Ralston Purina Co.*, 670 F.2d 1024, 213 USPQ 185 (CCPA 1982). In the instant matter, a real controversy exists between parties because the services offered by Applicant are identical or highly related to the services

offered by CCR, and CCR believes that registration of the Shellef Marks is, at a minimum, likely to result in confusion, mistake, or deception with CCR or the goods and services advertised, marketed, promoted and sold by CCR in association with the EASTSIDE Marks. Consequently, CCR believes it will be damaged by registration of the Shellef Marks.

B. Summary Judgment Standard

Summary judgment is appropriate in cases where the moving party establishes that there are no genuine issues of material fact which require resolution at trial, and that the moving party is entitled to judgment as a matter of law. Fed. R. Civ. P. 56 (“[t]he judgment sought should be rendered if the pleadings, the discovery and disclosure materials on file, and any affidavits show that there is no genuine issue as to any material fact and that the movant is entitled to a judgment as a matter of law.”); *see also*, TBMP § 528.01; *Celotex Corp. v. Catrett*, 477 U.S. 317 (1986). Further, “a party moving for summary judgment has the burden of demonstrating the absence of evidence to support the nonmoving party’s case, and that it is entitled to judgment as a matter of law.” *Zoba International Corp. v. DVD Format/LOGO Licensing Corp.*, 98 USPQ2d 1106, 2011 WL 1060726, *2 (TTAB March 10, 2011) (*citing Sweats Fashions Inc. v. Pannill Knitting Co.*, 833 F.2d 1560, 4 USPQ2d 1793 (Fed. Cir. 1987)). When appropriate, the TTAB does not hesitate to dispose of cases on summary judgment. *Milliken & Company v. Image Indus., Inc.*, 39 U.S.P.Q.2D 1192, 1196 (T.T.A.B. 1996). As shown below, summary judgment is appropriate in this proceeding because Applicant has offered no evidence that Applicant has met the use and use in commerce requirements of the Lanham Act, and on such Applicant’s applications for the Shellef Marks are void ab initio.

C. Applicant’s Non-Use Renders His Application Void Ab Initio.

At the time Applicant filed his application, Applicant did not provide all of the services identified in his application. Furthermore, as of the taking of his deposition testimony, Applicant

still had not provided all of the services identified in his application. It is a fundamental principle of trademark law that mark rights are engendered through use. Further, it is axiomatic that the applicant of a use-based application must actually provide all of the services identified in the application at the time the application is filed. See 15 U.S.C. §1051.

Applicant is the sole proprietor of a business that organizes and hosts events under the name EAST SIDE SOCIAL CLUB (the “Shellef Business”).⁵ Applicant and the Shellef Business do not hold any business licenses, permits, tax ID numbers, or other similar government issued documents in relation to the Shellef Business.⁶ The Shellef Business does not have any employees.⁷ Furthermore, Applicant does not own a bar or hotel.⁸ Applicant does not hold any hotel licenses⁹, any restaurant licenses,¹⁰ a liquor license,¹¹ or a license to prepare food.¹² The reason Applicant does not hold any licenses or have any locations to provide the services identified in Class 43 is simply because Applicant does not provide those services. Instead, Applicant provides party planning services. Applicant brokers deals with various third-party venues where he can organize and host events,¹³ and sometimes the venue is a bar or restaurant and other times the venue is a hotel.¹⁴ But whatever the venue, a third-party vendor provides the food, drinks and service staff for the events.¹⁵

⁵ Earl Decl, ¶ 37, Ex. A-1 (9:16-21; 41:12 thru 42: 8).

⁶ Earl Decl, ¶ 37, Ex. A-1 (10:14 thru 11:5).

⁷ Earl Decl, ¶ 37, Ex. A-1 (11:10-11).

⁸ Earl Decl, ¶ 37, Ex. A-1 (40:8-11).

⁹ Earl Decl, ¶ 37, Ex. A-1 (89:11-14).

¹⁰ Earl Decl, ¶ 37, Ex. A-1 (99:2-3).

¹¹ Earl Decl, ¶ 37, Ex. A-1 (40:12-17; 99:4-5).

¹² Earl Decl, ¶ 37, Ex. A-1 (99:21 thru 100:2; 101:4-7).

¹³ Earl Decl, ¶ 37, Ex. A-1 (41:19 thru 42:24).

¹⁴ Earl Decl, ¶ 37, Ex. A-1 (33:21-25; 40:12-17; 41:19 thru 42:5; 88:2-15; 98:2-18).

¹⁵ Earl Decl, ¶ 37, Ex. A-1 (41:2-5; 90:9-20). When asked if hotel staff came as part of a deal Applicant would make with the hotel for use of its ballroom, Applicant testified that he doesn't “hire servers or bartenders or anything like that.” When further asked if the hotel would provide something like that, Applicant testified that “[a]s would a bar, as would a restaurant, as would anything else. Any staff beyond what they have, that I will hire.”

Furthermore, the prosecution history of Applicant's application fails to provide any documents supporting use of the Class 43 Mark. Specifically, a specimen of use in Class 43 is conspicuously absent from Applicant's application even though Applicant was required to submit a specimen of use pursuant to an Office Action issued on or about November 17, 2009 (the "Office Action").¹⁶ According to Applicant, the only specimens he has provided to the USPTO are those submitted with his original application,¹⁷ which the examining attorney stated in the Office Action were acceptable for Class 41 only. To date, Applicant has failed to supplement his application with a proper specimen in Class 43.

Moreover, Applicant has failed to cure his non-use. Generally, non-use of some of the goods or services identified in an application is not fatal to the application in its entirety because an applicant can "cure" the deficiency by either deleting the services not in use or creating a divisional application with a Section 1(b) filing.¹⁸ In the instant matter, however, Applicant has failed to "cure" his application by either deleting the services not in use or dividing those services into a Section 1(b) application. Applicant has been on notice of the deficiency in his application since at least as early as the taking of his deposition testimony in January 2011.¹⁹ Applicant has had ample time to take steps to "cure" his application but has failed to do so.

¹⁶ Applicant sought registration of the Shellef Marks in two Classes, 41 and 43, but at the time of filing the application, Applicant only paid for one class. In the Office Action, the examining attorney required Applicant to submit a filing fee for the additional Class of services not covered by the fee already paid and a specimen of use for Class 43. *See* Office Action dated November 17, 2009 ("[P]lease note that the specimens of record are acceptable for International Class 41 only").

¹⁷ Earl Decl, ¶ 37, Ex. A-1 (75:2-10).

¹⁸ *See Grand Canyon West Ranch, LLC v. Hualapai Tribe*, 78 U.S.P.Q.2d 1696, 2006 WL 802407 at *3 (TTAB 2006) ("[I]n the absence of a fraud claim, an applicant who bases its application on Section 1(a) (use in commerce) but who did not use the mark on some or all of the goods or services identified in the application may "cure" this problem by amending its basis to Section 1(b) (intent to use)."); *Spirits Int'l, B.V. v. S.S. Taris Zeytin*, 99 U.S.P.Q.2d 1545, 2011 WL 2909909, FN 5 (TTAB 2011) (Applicant could have availed itself of the divisional procedure. . . . Or, with respect to the lack of a bona fide intent to use ground, applicant could have moved to delete alcoholic beverages from its identification.")

¹⁹ Earl Decl, ¶ 37, Ex. A-1 (73:18 thru 74:12). Applicant was asked questions about the Office Action and the requirement of an additional specimen.

Applicant's failure to provide all of the services identified in Class 43 at the time he filed his application coupled with his failure to "cure" this deficiency, renders his application void ab initio.

D. Applicant's Services are Not Used in Interstate Commerce.

Moreover, Applicant's application is void in its entirety because Applicant has not and does not "use in commerce" either of the Shellef Marks as required under the Lanham Act. Applicant's services are purely intrastate in nature and Applicant has offered no evidence to the contrary.

An applicant seeking registration of a service mark based on use must be able to demonstrate that the service mark is "used in commerce." *See* 15 U.S.C. §§1051 and 1053. Section 45 of the Lanham Act defines the word "commerce" and the phrase "use in commerce" as follows:

The word "commerce" means all commerce which may lawfully be regulated by Congress.

....

For purposes of this chapter a mark shall be deemed to be in use in commerce ...on services when it is used or displayed in the sale or advertising of services and the services are rendered in commerce, or the services are rendered in more than one State or in the United States and a foreign country and the person rendering the services is engaged in commerce in connection with the services.

15 U.S.C. §1127.

Therefore, an applicant seeking registration of a service mark based on use must be able to demonstrate 1) use of the service mark in the sale or advertising of the identified services; and 2) that the services are rendered in commerce that may lawfully be regulated by Congress.

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1. Applicant Advertises Applicant's Services Solely In Intrastate Commerce.

Applicant has provided little to no evidence of Applicant's sales or advertising of the Shellef Marks outside of his own self-serving testimony. What little evidence Applicant has provided to CCR demonstrates that Applicant is not actively advertising his services or, at a minimum, that Applicant is advertising his services solely within the State of New York.

As discussed above, Applicant has failed to provide the USPTO with a specimen of use in support of his application in Class 43. Applicant has also failed to provide CCR with any evidence of his use of the Class 43 Mark. As Applicant's deposition testimony demonstrates, the reason Applicant has failed to provide any evidence of use—such as magazine advertisements, brochures, billboards, handbills, direct-mail leaflets and the like—is because Applicant simply does not provide the services identified in Class 43.

Furthermore, CCR has attempted to elicit evidence of Applicant's use in Class 41; however, Applicant has been conspicuously evasive in his refusal to provide such evidence to CCR. For example, during his deposition testimony, Applicant refused to answer questions about marketing and promotion of the Shellef Marks.²⁰ Applicant even refused to answer questions about a document that appeared to be an advertisement that Applicant provided to CCR at his deposition.²¹ Applicant further refused to provide any financial documents or information evidencing the breadth, scale or scope of Applicant's sales and marketing activities.²² Applicant did testify, however, that he does not advertise in magazines²³ and, more

²⁰ Earl Decl, ¶ 37, Ex. A-1 (95: 3-8; 112:9-24) Even after CCR's counsel clarified that he was not interested in Applicant's marketing strategies, but only in Applicant's channels of trade, Applicant continued to refuse to answer.

²¹ Earl Decl, ¶ 37, Ex. A-1 (111:7 thru 112:13).

²² Earl Decl, ¶¶ 37 and 38, Ex. A-1 (25:22-24; 56:4-7; 121:17 thru 122-9) and Ex. A-2. Answer to Interrogatory No. 8. Applicant refused several times to discuss or disclose any financial information related to his use of the Shellef Marks. CCR's Counsel attempted to explain that the request for financial information was limited to substantiating Applicant's use in commerce, however, Applicant kept interrupting counsel and ultimately refused to answer.

significantly, Applicant testified that in and around his claimed date of first use that he was not advertising.²⁴

What little evidence Applicant has provided to CCR does not evidence sales or advertising outside of the State of New York. In support of Applicant's use, Applicant has provided CCR with copies of the specimens that Applicant submitted with his application, screen captures of a few third-party websites and testimony about three domain names that utilize the text "eastidesocialclub." However, all the evidence Applicant provided only demonstrates that Applicant's use is purely local in nature.

a. The Specimens Demonstrate the Local Nature of Applicant's Use.

The specimens provided by Applicant evidence the local nature of Applicant's use. All specimens submitted by Applicant advertise events occurring solely within the greater New York City metropolitan area. In fact, three of the five specimens identify events occurring at the same local bar, the "Black & White." A fourth specimen identifies "Le Royale," a night club in the West Village and a fifth specimen identifies the store, "Topman," located at Broadway & Broome in New York City. Further, as discussed below, Applicant has hosted all of his parties at venues located within the greater New York City metropolitan area.

The fact that Applicant hosts parties at local venues does not explicitly support a conclusion that Applicant only advertises those parties within the State of New York, but in the absence of any evidence from Applicant to the contrary, it is reasonable to infer that parties hosted at local venues would not be advertised outside of the local community, let alone outside of the state. Applicant has been recalcitrant in answering questions about his marketing efforts and channels of trade. For example, Applicant not only refused to answer a question about

²³ Earl Decl, ¶ 37, Ex. A-1 (92:12-13).

²⁴ Earl Decl, ¶ 37, Ex. A-1 (55:7-12).

where certain advertisements were published, but he refused to answer any questions related to Applicant's "marketing strategies."²⁵ Furthermore, as discussed above, Applicant has refused to provide any financial documents or testimony evidencing Applicant's sales and marketing activities. Although the burden of proof is on CCR to support its Motion, Applicant is required to produce competent evidence that shows a genuine issue for trial. *Celotex Corp.*, 477 U.S. at 324. To date, Applicant has failed to provide any competent evidence to show a genuine issue of material fact exists in this matter. It would be fundamentally unfair and prejudicial to CCR to allow Applicant to benefit from a presumption of interstate sales and advertising, and a resultant level of use of the Shellef Marks in interstate commerce, when he has failed to provide any supporting evidence and affirmatively refuses to answer questions directly at issue in this proceeding related to this issue (and others).

b. Unsolicited Mentions Buried on Third Party Websites Does Not Support Interstate Use.

Applicant relies on unsolicited mentions of the Shellef Business buried on third party blogs to support his use in commerce. However, such use does not rise to the level of interstate commerce. The Court of Customs and Patent Appeals has stated that references to a mark "buried in the body of [] articles...is not the type of public exposure of a mark that would be expected to have any significant impact on the purchasing public." *Old Swiss House, Inc. v. Anheuser-Busch, Inc.*, 569 F.2d 1130, 1133, 196 U.S.P.Q. 808 (C.C.P.A. 1978). The uses relied on by Applicant were unsolicited mentions on blog posts about local events happening in New York City.²⁶ In fact, one of the references relied on by Applicant is nothing more than

²⁵ Earl Decl, ¶ 37, Ex. A-1 (112:9-24). When asked where a document that described an upcoming event would be published, Applicant answered, "[t]hat goes back to before, that I'm not -- I'm not discussing my marketing strategies."

²⁶ Earl Decl, ¶ 37, Ex. A-1 (123:12 thru 124:17).

photographs posted to a blog with no description of the Shellef Business.²⁷ Such uses are even more obscure than references in the articles discussed in *Old Swiss*. If references to a mark buried in articles are incapable of having any significant impact on the purchasing public, then certainly unsolicited mentions buried in a blog is also incapable of having any significant impact on the purchasing public.

c. Applicant Has No Internet Presence.

Moreover, Applicant has no active Internet presence. Applicant neither operates nor has a third party operate an active website for the Shellef Business. Although Applicant testified that he owns three domain names using the text “eastidesocialclub”, two of the domains (eastidesocialclub.net and eastidesocialclub.org) are parked with GoDaddy.com (meaning that when a user types either of the domains into the URL address bar, the user is directed to a placeholder web page hosted by GoDaddy.com which contains unrelated links and advertising)²⁸ and the third domain (eastidesocialclub.com) is under construction.²⁹ Similar to the buried references discussed in *Old Swiss*, the parked domain names and the website under construction are not the type of public exposure that would be expected to have any significant impact on the purchasing public.

Moreover, even assuming that one of the three domains was active at one point in time (which none were and Applicant has provided no evidence to the contrary), Applicant could not rely on the website because all three domains were registered almost two years after Applicant’s claimed date of first use in commerce.³⁰ Under the Lanham Act, the applicant of a use-based

²⁷ Earl Decl, ¶ 37, Ex. A-1 (125:7-20).

²⁸ Cooper Decl, ¶ 5, Ex. B-1. Screen captures of the parked domain – eastidesocialclub.org and eastidesocialclub.net.

²⁹ Earl Decl, ¶ 37, Ex. A-1 (94:3-10).

³⁰ Cooper Decl, ¶ 7, Ex. B-2. (Print-outs of the registration information for the three domains from the domain name register, GoDaddy.com, show that the domains were registered on June 24, 2009 but Applicant’s claimed date of first use in commerce is August 7, 2007.)

application must use the mark in commerce on or in connection with all goods and services listed in the application as of the application filing date. *See* 37 C.F.R. § 2.34(a)(1)(i). Therefore, even if one of the domains was directed to an active website, Applicant could not rely on such use because it occurred after Applicant's filing date.

The documents and testimony provided by Applicant clearly supports a conclusion that Applicant is not using the Shellef Marks in interstate commerce in the sale or advertising of Applicant's services or in promoting the Shellef Business.

2. Applicant's Services Are Not Rendered in Interstate Commerce.

The scope of federal trademark jurisdiction is all commerce which may lawfully be regulated by the United States Congress. Purely intrastate use, however, does not provide a basis for federal registration. *See In re U.S. Home Corp. of Texas*, 199 U.S.P.Q. 698, *recon. denied*, 201 U.S.P.Q. 602 (TTAB 1978); TMEP § 901.03.

The TMEP provides three examples of how a service may be rendered in commerce to qualify for federal registration: (1) the applicant's services are rendered across state lines; (2) customers come across state lines in response to advertising for the services; and (3) the applicant's licensees or franchisees who use the mark are located in more than one state. TMEP §1301.03(b). Applicant does not meet any of the criteria set forth in the three examples, or in any other manner.

a. Applicant's Services Are Not Rendered Across State Lines.

Firstly, Applicant's services are not rendered across state lines. Applicant has provided no testimony or documentary evidence that he renders his services interstate. Applicant has,

however, provided documentary evidence that Applicant provides his services solely within the State of New York, and more specifically, the greater New York City metropolitan area.³¹

Moreover, CCR has attempted to elicit explicit information evidencing Applicant's geographic scope of use of the Shellef Marks; however Applicant has continued to rebuff CCR's efforts. For example, during his deposition, Applicant refused to answer questions about the geographic scope of Applicant's use of Shellef Marks even after CCR's counsel explained that geographic scope of use of a mark is always relevant in these types of proceedings.³² Furthermore, Applicant again refused to answer questions about his geographic scope of use in Applicant's responses to CCR's First Set of Interrogatories.³³ The evidence of record demonstrates that Applicant's services are solely rendered intrastate and, therefore, Applicant fails to meet the criteria of the first example.

b. Applicant's Local Advertising Does Not Induce Out of State Residents To Cross State Lines to Attend Applicant's Parties.

As discussed above, Applicant does not advertise outside of the State of New York. It is axiomatic that without interstate advertising, non-New York residents would not otherwise seek Applicant's services provided solely within the State of New York. Moreover, Applicant has provided no evidence that consumers outside of New York are aware, or would even be aware, of the Shellef Business. Applicant has also failed to provide any evidence that consumers outside of New York have purposefully obtained Applicant's services in response to any

³¹ Earl Decl, ¶ 37, Ex. A-1 (33:19-22; 52:4-6; 117:21-25). Although during his deposition testimony Applicant refused to answer a direct question regarding the geographic scope of his use of the Shellef Marks, he did answer questions regarding the locations of the various venues where he has hosted events, all of which were located in New York City. Further, the specimens provided by Applicant in his application show that the events were held in New York City.

³² Earl Decl, ¶ 37, Ex. A-1 (105:22 thru 106:20). Even after CCR's counsel explained that geographic scope of use of a mark is always relevant in these types of proceedings, Applicant continued to refuse to answer.

³³ Earl Decl, ¶ 38, Ex. A-2. Answer to Interrogatory No. 11. Applicant's response to CCR's First Set of Interrogatories failed to identify the content of the interrogatory being answered. In an effort to clarify for the Board which interrogatory Applicant is answering, CCR has provided this Board with a true and accurate copy of CCR's First Set of Interrogatories for the Board's reference as Ex. A-3 to the Earl Declaration.

interstate marketing and advertising efforts made by Applicant (of which there is none).

Consequently, the evidence does not support the criteria of the second example, either.

c. Applicant Has No Licensees or Franchisees.

Thirdly, Applicant has provided no evidence that he has any licensees or franchisees located in more than one state. In fact, Applicant refused to answer CCR's interrogatory on the subject, claiming that such information is privileged and confidential.³⁴ Applicant cannot avoid summary judgment by refusing to provide competent evidence and then simply rely on his denials and conclusory statements. *See Sweats Fashions, Inc. v. Pannill Knitting Company, Inc.*, 833 F.2d 1560, 1564, 4 U.S.P.Q.2d 1793 (Fed. Cir. 1987) (citing *Barmag Barmer Maschinenfabrik AG v. Murata Mach., Ltd.*, 731 F.2d 831, 836, 221 U.S.P.Q. 561, 564 (Fed.Cir. 1984)). Applicant has provided no evidence that he has any licensees or franchisees and, therefore, Applicant fails to meet the criteria of the third example as well.

Put simply, the lack of evidence from Applicant coupled with the existing evidence of record supports a conclusion that Applicant does not render his services in interstate commerce.

³⁴ Earl Decl, ¶ 38, Ex. A-2. Answer to Interrogatory No. 5.

IV. CONCLUSION

For the foregoing reasons, CCR respectfully requests that this Board enter an Order granting summary judgment in favor of CCR, concluding that Applicant is not entitled to registration of either of the Shellef Marks.

SANTORO, DRIGGS, WALCH, KEARNEY,
HOLLEY & THOMPSON

Dated: December 21, 2011



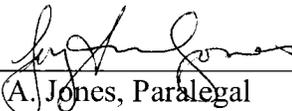
James D. Boyle, Esq.
Kimberly J. Cooper, Esq.
400 South Fourth Street, 3d Floor
Las Vegas, NV 89101
(702)791-0308

Attorneys for Opposer,
Cannery Casino Resorts, LLC

CERTIFICATE OF SERVICE

I certify that a true and accurate copy of the foregoing **MOTION FOR SUMMARY JUDGMENT** was served by First Class Mail, postage prepaid, this 21st day of December, 2011, upon:

Mr. Omri S. Shellef
135 Station Rd
Great Neck, NY 11023-1721
Email: tkomri@soulpushernyc.com



Joy A. Jones, Paralegal
SANTORO, DRIGGS, WALCH,
KEARNEY, HOLLEY & THOMPSON
400 South Fourth Street, Third Floor
Las Vegas, Nevada 89101
Telephone: (702) 791-0308

EXHIBIT A

EXHIBIT A

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

Cannery Casino Resorts, LLC,

Opposer,

vs.

Omri S. Shellef,

Applicant.

Mark:

EAST SIDE SOCIAL CLUB,
Serial No. 77/767677

Opposition No.: 91194772

**DECLARATION OF BRYCE K. EARL, ESQ. IN SUPPORT OF OPPOSER'S
MOTION FOR SUMMARY JUDGMENT**

I, BRYCE K. EARL, ESQ., hereby declare the following:

1. I am an attorney licensed to practice law in the State of Nevada and am one of the attorneys representing Opposer Cannery Casino Resorts, LLC ("CCR") in this proceeding. I make this declaration based upon my personal knowledge and observations, and would be competent to testify to the matters set forth herein if called to testify.

2. I submit this Declaration in Support of Opposer's Motion for Summary Judgment (the "Motion").

3. CCR filed its Notice of Opposition to Applicant Omri S. Shellef's ("Applicant") application on or about May 5, 2010.

4. On or about June 16, 2010, Applicant filed his Answer with the Trademark Trial and Appeal Board (the "Board"). Applicant failed, however, to serve his Answer on CCR.

5. Given Applicant's pro se status, I made several efforts to contact Applicant regarding Applicant's deficient service of process.

6. Applicant finally served his Answer on CCR one month later, on or about July 13, 2010.

7. On or about July 13, 2010, the Discovery Conference was held between me and Applicant via telephone. During the Discovery Conference, we discussed, among other things, the August deadline for providing the Initial Disclosures and possible settlement of the matter. During our telephone call, Applicant expressed an interest in negotiating a settlement. Accordingly, the parties entered into good faith settlement negotiations.

8. Four days later, on or about July 17, 2010, I forwarded to Applicant via electronic mail a draft of an agreement for Applicant's review and consideration to further settlement negotiations.

9. In the interim, on or about July 16, 2010, Applicant filed through the Board's Electronic System for Trademark Trials and Appeals ("ESTTA") a letter to CCR making various requests for information and documents (the "Applicant Letter").

10. Again, given Applicant's pro se status and as a courtesy to Applicant, on or about July 17, 2010, I sent an email to Applicant enumerating the four types of information Applicant is required to disclose in Applicant's Initial Disclosures pursuant to Fed. R. Civ. P. 26(a)(1). Furthermore, I informed Applicant that the initial disclosures need only be disclosed to me and not the Board.

11. Initial Disclosures were due August 13, 2010. On or about August 12, 2010, CCR served its Initial Disclosures on Applicant.

12. On or about October 12, 2010, as a continuing courtesy to Applicant and in light of the on-going settlement negotiations and pending agreement, I sent a letter to Applicant via electronic mail and U.S. mail requesting Applicant's Initial Disclosures.

13. On or about October 15, 2010, I left a message for Applicant requesting his Initial Disclosures.

14. Applicant finally forwarded what he designated as his Initial Disclosures to CCR on or about October 15, 2010. Applicant's service of his Initial Disclosures was improper, however, as a continuing courtesy to Applicant, I did not object to Applicant's improper service or his untimely disclosure.

15. I thereafter attempted to contact Applicant to discuss the status of this matter, but received no response from Applicant.

16. Noting that the holiday season was upon us and that the discovery period ends in January, I left a message for and sent an email to Applicant on or about December 21, 2010, proposing the parties consent to extend the discovery period.

17. After receiving no response from Applicant, on or about December 23, 2010, I sent a letter to Applicant via electronic mail and U.S. mail giving him notice of CCR's intent to take his deposition and requesting Applicant provide a date at his convenience.

18. On or about December 27, 2010, Applicant sent me an email rejecting CCR's request for consent to extend the discovery period.

19. Furthermore, on or about December 27, 2010, Applicant filed through ESTTA Applicant's Request to Expedite Trademark Registration ("Request to Expedite"). Up until Applicant filed his Request to Expedite, CCR believed that Applicant was still considering the draft agreement and was continuing to negotiate in good faith.

20. In response to Applicant's Request to Expedite, CCR filed its Motion for Extension of Case Management Deadlines ("Motion to Extend") on or about December 30, 2010.

21. Wishing to preserve its discovery rights in light of Applicant's refusal to consent to an extension and the filing of the Request to Expedite, on or about December 29, 2010, CCR

served its discovery requests on Applicant, including Opposer's First Set of Interrogatories, Opposer's First Set of Requests for Admission, and Opposer's First Set of Requests for Production of Documents and Things.

22. CCR received Applicant's responses to Opposer's First Set of Interrogatories, and Opposer's First Set of Requests for Admission via Federal Express on or about August 8, 2011, the date reset by the Board's Order granting the parties' Joint Motion for Continued Suspension of Opposition ("Second Suspension Order").

23. On January 7, 2011, Applicant also propounded written discovery on CCR (which was in essence the same written discovery propounded by CCR on Applicant with the names of the parties reversed). CCR timely provided Applicant with its responses on August 10, 2011, the date reset by the Board's Second Suspension Order.

24. CCR's counsel deposed Applicant on January 10, 2011 in New York City, New York.

25. It was during Applicant's deposition that CCR's counsel had an opportunity to explore Applicant's use of the Class 43 Mark and Applicant's use in commerce of the Shellef Marks.

26. Shortly after Applicant's deposition, I resumed good faith negotiations with Applicant. Applicant and I agreed to stipulate to a suspension of the proceedings pending settlement negotiations.

27. On or about February 9, 2011, the Board granted CCR's Motion to Extend and the parties' Joint Motion for Suspension of Opposition.

28. CCR refrained from seeking leave to amend its Notice of Opposition based upon Applicant's deposition testimony because CCR did not want to jeopardize its negotiations with

Applicant. Given CCR's past experiences with Applicant and his purposeful ignorance of the rules and procedures governing this proceeding, it was reasonable for CCR to conclude that Applicant would view a motion to amend as an act of bad faith and not as a procedure by which CCR was simply preserving its rights.

29. As the end of the initial suspension period drew near, the parties realized that more time was needed to finalize a settlement. Therefore, on or about May 11, 2011, the parties filed their Joint Motion for Continued Suspension of Opposition.

30. On or about June 8, 2011, the Board issued the Second Suspension Order and reset the proceeding to resume on August 8, 2011 with Discovery to close on November 8, 2011.

31. During the second suspension period, CCR continued to work toward settlement.

32. CCR believed that there was only one issue remaining.

33. In an effort to finalize the settlement agreement, I offered to resolve the one remaining issue by completely deleting a certain provision from the agreement.

34. I was surprised when Applicant responded by unexpectedly raising multiple issues, some of which I understood to be resolved and others which were wholly new.

35. In light of Applicant's negotiating tactics and inconsistent positions, Applicant has forced CCR to take a more adversarial posture in this proceeding.

36. At all times during this proceeding, CCR has acted in good faith in its conduct toward Applicant, and has acted responsibly toward its own obligations.

37. Attached as Exhibit A-1 are true and accurate copies of cited excerpts from the transcript of the January 10, 2011 deposition of Applicant, Omri Shellef ("Applicant"), which are submitted in support of the Motion.

38. Attached as Exhibit A-2 are true and accurate copies of cited excerpts from

Applicant's responses to Opposer's First Set of Interrogatories.

39. Applicant's responses to Opposer's First Set of Interrogatories fails to identify the content of the interrogatory being answered. In an effort to clarify for the Board which interrogatory Applicant is answering, attached as Exhibit A-3 is a true and accurate copy of Opposer's First Set of Interrogatories for the Board's reference.

[Signature on the following page.]

I declare under penalty of perjury that the foregoing statements are true and correct.

Executed on: Dec 21, 2011



Bryce K. Earl, Esq.

EXHIBIT A-1

EXHIBIT A-1

Original Transcript

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

CANNERY CASINO RESORTS, LLC,

Plaintiff(s),

vs.

Opposition No. 91194772

OMRI S. SHELLEF,

Defendant(s).

DEPOSITION OF

OMRI S. SHELLEF

January 10, 2011

9:00 a.m.

200 Park Avenue
New York, New York

Joan Warnock



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

-----X

CANNERY CASINO RESORTS,
LLC,

Opposer,

Marks:

EAST SIDE SOCIAL CLUB

vs.

Opposition No.

91194772

OMRI S. SHELLEF,

Applicant.

-----X

DEPOSITION OF OMRI S. SHELLEF

New York, New York

Monday, January 10, 2011

Reported by:
JOAN WARNOCK
JOB NO. 316687



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January 10, 2011
9:00 a.m.

Deposition of OMRI S. SHELLEF, held
at the offices of Gibson, Dunn &
Crutcher, 200 Park Avenue, New York,
New York, pursuant to Notice, before
Joan Warnock, a Notary Public of the
State of New York.



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A P P E A R A N C E S:

SANTORO, DRIGGS, WALCH, KEARNEY,
HOLLEY & THOMPSON

Attorneys for Opposer

400 South Fourth Street

Third Floor

Las Vegas, Nevada 89101

BY: JAMES D. BOYLE, ESQ.

OMRI S. SHELLEF, Pro Se

135 Station Road

Great Neck, New York 11023

ALSO PRESENT:

DOV SHELLEF



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O. Shellef
O M R I S. S H E L L E F, called as a
witness, having been duly sworn by a
Notary Public, was examined and
testified as follows:
COURT REPORTER: Please state your
name and address for the record.
THE WITNESS: Omri Shmuel Shellef,
135 Station Road, Great Neck, New York
11023.
EXAMINATION BY
MR. BOYLE:
Q. Mr. Shellef, I notice that you're
here with -- is this your father, Dov
Shellef?
A. Yes, it is.
Q. Is your father an attorney?
A. No.
Q. Are you represented by an attorney?
A. No.
Q. Have you had your deposition taken
before?
A. Never.
Q. Are you familiar with the process
at all?



1 O. Shellef

2 A. I'm not.

3 Q. I'll give you a quick rundown. I'm
4 going to ask some questions. We're going to
5 go through some documents as well, which I'll
6 give you copies of. She's going to make a
7 copy of the transcript for us, so all of your
8 answers need to be oral so that she can
9 transcribe them. If you have any questions
10 about the question that I ask, just stop me.
11 If I need to clarify it or you don't
12 understand what I'm asking, just let me know.

13 A. Okay.

14 Q. At the end of the deposition she'll
15 make a transcript. You'll have an
16 opportunity to get a copy of that and to
17 review it. If you choose to make some
18 changes to that transcript after you've read
19 it, you can do that. Just understand that
20 you're subject to being examined again as to
21 why you've changed a position --

22 A. Yeah.

23 Q. -- if you do that. Do you have any
24 physical ailments or illnesses which might
25 affect your testimony today?



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O. Shellef
study that you've been pursuing?
A. I study political science,
philosophy.
Q. Are you currently employed?
A. My employment is what I do. It's
what -- it's everything that I'm applying for
in terms of the trademarks. I'm
self-employed.
Q. So self-employed through the --
A. Yes.
Q. -- through this entity called East
Side Social Club?
A. The entity is not called East Side
Social Club.
Q. What is the entity called?
A. That is a mark that I use.
Q. Okay. The entity --
A. The entity is myself. The marks --
one of the marks I use is East Side Social
Club.
Q. Do you have any corporate entity
registered at all?
A. No.
Q. Do you have any other employment at



1 O. Shellef

2 all?

3 A. No.

4 Q. Do you have any other individuals
5 that are involved with you with the business
6 that you operate?

7 A. No.

8 Q. It's just you?

9 A. Yes.

10 Q. Would you consider your business to
11 be a sole proprietorship?

12 A. I'm not sure what the definition of
13 that is, so I can't say.

14 Q. Do you hold any business licenses?

15 A. No, I don't hold any business
16 licenses.

17 Q. Do you have a tax ID number?

18 A. No, I don't.

19 Q. Have you filed any fictitious
20 business registrations with the State of
21 New York or any of the boroughs?

22 A. Meaning what?

23 Q. Any kind of a permit or what's
24 called a fictitious business registration?

25 A. No. A permit, no.



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O. Shellef

Q. Have you ever filed any documents with any government agency as Omri Shellef, d/b/a East Side Social Club?

A. I have not.

Q. Do you have any investors in the business entity known as East Side Social Club?

A. No.

Q. Do you have any employees?

A. No.

Q. Did you discuss your deposition with anyone before you came here today?

A. With anyone at all?

Q. Yes.

A. Or with any counsel?

Q. With anyone at all.

A. Yes. I discussed it with my father.

Q. Did you discuss it with any attorneys at all?

A. No.

Q. Did you review any documents before you came to your deposition today?

A. I reviewed the documents that were



1 O. Shellef
2 brought in today, right? Which one is the
3 one that applies? The one that says today or
4 the one that says 30 days from now?

5 Q. To the extent you have some
6 documents today that you've brought with you,
7 we'll bring them in today, and then you don't
8 need to produce them again in 30 days out,
9 because we'll already have them. If there's
10 anything that you didn't bring today that
11 would be requested, then yes, we'll want to
12 have those produced with the request we sent
13 you last week.

14 A. Okay.

15 Q. So are these the documents that
16 you're handing me now are the ones that you
17 brought responsive to this --

18 A. These are the documents that are
19 responsive to this. Anything regarding money
20 I find to be irrelevant. I object to it. I
21 have not brought anything on that.

22 Q. So you didn't bring any financial
23 records with you today?

24 A. No financial records. Yeah.

25 Q. And what I'm looking at then --



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1 O. Shellef
2 the mark East Side Social Club for my
3 business --

4 Q. Let me ask you this.

5 A. -- that I can answer. When I
6 started the business East Side Social Club, I
7 can't -- I'm under oath. I would be lying to
8 say that East Side Social Club is a
9 corporation or it's -- or it has a tax ID
10 number or something like that, which is
11 inferred by calling it a business.

12 Q. Let me rephrase the question, then.
13 Let me ask you this. Do you recall the date
14 that you first conducted an event using East
15 Side Social Club?

16 A. I first used the name East Side
17 Social Club, the phrase in the summer of
18 2007.

19 Q. Do you recall where that event
20 occurred?

21 A. The first event occurred at 86 East
22 10th Street in Manhattan, New York.

23 Q. Do you recall what type of venue
24 that was?

25 A. That is a bar.



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1 O. Shellef

2 bar or some other business you rent out, some
3 other building or venue or place that you
4 rent out; right?

5 A. Well, are you indirectly asking if
6 I own a bar?

7 Q. Correct.

8 A. So if you're asking if I own a bar,
9 no, I don't own a bar.

10 Q. Do you own a hotel?

11 A. No, I don't own a hotel.

12 Q. So is it fair to say all of your
13 events are at another person's bar, somebody
14 else owns it?

15 A. Someone else's name is on the
16 lease. Someone else's name is on the liquor
17 license. Yeah.

18 Q. And you enter into some arrangement
19 with them, you do your event, they get some
20 portion of the take, if you will?

21 A. Yeah. We'll have different -- it's
22 done differently everywhere.

23 Q. Are these events, I mean are they
24 sit-down dinner type things?

25 A. I've had that, yeah.



1 O. Shellef

2 Q. And for the preparation of the food
3 and the alcohol, that all comes from somebody
4 else?

5 A. The actual preparation, yeah. I
6 don't sit and -- I don't stand in the kitchen
7 and cook, no, but I -- a lot of times I say
8 what needs to be done, what kind of food,
9 what kind of, you know, how the food should
10 be presented, how, you know, how the place
11 should be set up.

12 Q. You do all the organization?

13 A. I will be -- yes. I will do that
14 with the owner of this third-party venue.
15 Yeah. I mean if I'm doing something, it has
16 to be my vision as I see it. So if the place
17 needs to be rearranged for the night, I'll
18 make -- I'll do that if I need to.

19 Q. Right. But is it fair to say you
20 organize the whole from point A to point Z?

21 A. What needs to be organized, yes.

22 Q. And then you run it from A to Z
23 basically at a global level?

24 A. What I -- yeah, what I need to do
25 from my A to my Z, yes. I mean there's, you



1 O. Shellef
2 know. I don't order alcohol. I don't do
3 that. That's -- I rent out and use
4 third-party venues so that I precisely don't
5 have to do that, because at the end of the
6 day I can't even -- I can't save that alcohol
7 because I can't take it out of the place
8 because there's an open container law.

9 Q. Sure.

10 A. So why would I put money and rent
11 out a place and buy all this alcohol and
12 create, you know, and do that for a night.
13 You know, I'm more likely to lose money.

14 Q. And that's what I understand is you
15 enter into arrangements with these other --
16 here's my idea, I'm going to host, I need a
17 place to go.

18 A. Yeah.

19 Q. I find a place to go, I put it on,
20 and then you do all the marketing, and then
21 you do the event?

22 A. Well, yeah. It's more -- I mean
23 it's not just putting on an event, yeah. But
24 yeah.

25 Q. Is there more to it?



1 O. Shellef

2 other locations?

3 A. Yeah. Yeah, there are.

4 Q. Do you recall where those were
5 occurring?

6 A. Fridays at Beauty Bar.

7 Q. Beauty Bar?

8 A. Yeah.

9 Q. Do you know the address of that, by
10 any chance?

11 A. Off the top, no. Not the exact
12 address.

13 Q. Were they different events than the
14 ones at Black and White, different theme,
15 different --

16 A. Yeah. I mean it's -- yeah.
17 They're completely different. It's different
18 people. It's different things. Yes.

19 Q. Let's just sort of focus in on the
20 summer of 2007 now, fall of 2007. Do you
21 recall how many events you were doing on a
22 weekly basis?

23 A. It could range -- it could range
24 from two or three to six. No, I can't. It's
25 not like -- they weren't on a weekly -- not



1 O. Shellef

2 Do you have any other documents that sort of
3 identify uses in 2007?

4 A. There are, but I can't find them.
5 There were printed magazines, things like
6 that. I have no idea where they are.

7 Q. Do you recall in 2007 which
8 magazines or published publications,
9 newspapers, magazines that you were
10 advertising in?

11 A. I don't remember. At that time I
12 didn't really -- it wasn't advertising. It
13 was articles about East Side Social Club.

14 Q. Do you remember where any of those
15 may have been published?

16 A. No. I didn't think to keep them.
17 Or if I kept them, I don't remember where I
18 put them.

19 Q. I understand. Do you have any
20 financial information from that period of
21 time in 2007 with --

22 A. No.

23 Q. -- regard to any of these --

24 A. I'm not sharing any financial
25 information. I don't see the relevance.



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1 O. Shellef

2 Q. Okay. I understand you don't want
3 to share it. Do you have it?

4 A. Anything that -- I'm not discussing
5 anything that has to do with finances or
6 anything like that, because I don't see the
7 relevance, and I object to it.

8 Q. Okay. I understand. All I'm
9 really trying to do is --

10 A. I'm just saying I'm not going to
11 discuss it at all.

12 Q. Is to try to get into you've got
13 this 2007 claim of date of first use, and I'm
14 just trying to figure out what exists --

15 A. Yeah, I mean --

16 Q. -- to substantiate --

17 A. I have other web sites that state
18 that I was around in 2007 that have their --
19 they were web sites that were around then,
20 and they have me on since then. Nothing was
21 added afterwards.

22 Q. Can you provide copies of that?

23 A. You have screen capture web site.
24 You can go on the web site.

25 Q. I mean all of them. If you can



1 O. Shellef
2 dates of first use of the mark anywhere and
3 dates of first use of the mark in commerce or
4 a statement that the dates of use in the
5 initial application apply to that class."

6 Do you recall ever having any
7 conversations with Mr. Salemi or submitting
8 any other application for the mark in a class
9 other than 41 and 43?

10 A. No, I don't. I don't think so. I
11 mean we would be talking about them now, too,
12 if there was any other class, I think.

13 Q. And then under (1), sub(3), sub(b)
14 there where it says, "One specimen showing
15 the mark in use in commerce for each class of
16 goods and/or services"; correct?

17 A. It says that, yes.

18 Q. And then at the very bottom, the
19 last paragraph on this page reads, "With
20 respect to the requirement in 3(b) above for
21 a specimen for each class of goods and/or
22 services, please note that the specimens of
23 record is acceptable for International Class
24 41 only. Applicant must submit additional
25 specimens if other classes are added to the



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1 O. Shellef
2 application." Do you see that there?

3 A. Yeah, I see that now. I don't
4 recall this, no.

5 Q. Do you recall ever providing
6 Mr. Salemi any additional specimens?

7 A. I don't recall this ever being an
8 issue. He never -- I don't remember seeing
9 -- like seeing this. And I don't recall ever
10 getting any correspondence or telephone call
11 from him or anything for this in regards to
12 that.

13 Q. Okay.

14 A. No.

15 Q. And then, if I can, I want to go
16 back real quick to Exhibit Number 2, which is
17 the application itself.

18 A. Yeah.

19 Q. And so at the back of the
20 application, and I'm starting with the page
21 that's Bates numbered CAN 00006; right?

22 A. Okay.

23 Q. And that's just a text East Side
24 Social Club?

25 A. Yes.



1 O. Shellef

2 Q. And then there is Page 7, Page 8,
3 Page 9, Page 10, Page 11, those are all
4 specimens; correct?

5 A. Yes.

6 Q. Do you recall providing the PTO
7 with any other specimens other than the ones
8 attached to the mark application itself?

9 A. I don't remember. I don't remember
10 any -- I don't any other at that time.

11 Q. But you don't recall Mr. Salemi or
12 ever having any telephone conferences with
13 Mr. Salemi about this last paragraph?

14 A. Yeah. I would have -- I would have
15 -- if there were any telephone conversations,
16 I would have submitted more specimen after
17 the fact, I guess. But there was never -- he
18 never brought this up. He never called about
19 it. He never left any messages or emails or
20 letters.

21 Q. Okay.

22 A. I mean eventually they -- he okayed
23 this --

24 Q. Right.

25 A. -- application.



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1 O. Shellef

2 Q. Okay. In referring now to your
3 mark, East Side Social Club, what type of
4 hotel services do you offer?

5 A. The hotel services are similar --
6 similar to bar and restaurant services in
7 that I will rent out a place for the night.
8 They have halls and things like that. Or for
9 the day do certain events. I may do -- I may
10 broker a deal where I will rent out the space
11 to someone else. It's not -- it's not hotel
12 services in terms of rooms, even though I've
13 brokered rooms for people in the past. It's
14 the restaurant and bar services within the
15 hotel that belong to a hotel.

16 Q. You're primarily, then --

17 A. Or the halls within the hotel, the
18 banquet halls or --

19 Q. Banquet rooms, things like that?

20 A. Yeah, conference rooms, things like
21 that. And those events, I mean because of
22 the spaces vary in nature, some of them have
23 nothing to do with alcohol.

24 Q. I gotcha. Do you know, and let's
25 sort of take the period August 2007 to the



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O. Shellef
present, how many different hotels you have
worked with?

A. No. Not off the top of my head.

Q. But you don't own any of those
facilities; correct?

A. No, but neither do the people that
I work with own them.

Q. Right. They're lessees?

A. I don't know what their deal is.

Q. You don't hold any hotel licenses,
though?

A. No, I don't hold any hotel
licenses.

Q. Do you hire any employees from the
hotel to help with any of the events that you
hold there?

A. I don't need to hire them. They
come -- I don't -- they come with the room.
They come with -- I don't need -- what do you
mean?

Q. So you get a package deal that says
I'm going to use this ballroom, and all the
hotel staff comes with that?

A. Generally when you do something,



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1 O. Shellef

2 don't you get -- I'm asking you if you were
3 to throw a Sweet 16 for your daughter, if you
4 have one, at a place, wouldn't you expect the
5 staff to come along with it?

6 Q. I don't know. The short answer
7 would be yes, but I don't know what you do.
8 That's what I'm trying to understand.

9 A. Yeah. I mean I don't hire -- I
10 don't hire -- I don't hire staff in that
11 regard. I hire performers. I hire -- I hire
12 performers. I hire DJs. I hire door people.
13 I hire -- I don't hire servers or bartenders
14 or anything like that.

15 Q. The hotel would provide something
16 like that?

17 A. As would a bar, as would a
18 restaurant, as would anything else. Any
19 staff beyond what they have, that I will
20 hire.

21 Q. Security would be theirs or yours?

22 A. It depends.

23 Q. It varies from event to event?

24 A. It varies from place to place.

25 Q. So when you advertise or promote or



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1 O. Shellef
2 through publication? Is it magazine? Is it
3 flyers? Is it internet?

4 A. It varies. I mean beyond that --
5 there's different things. It depends on what
6 I need for that specific day, for that
7 specific month.

8 Q. Sure. Is it fair to say you do
9 print advertising and promotions, though?

10 A. I've printed.

11 Q. Magazines or --

12 A. I don't buy -- I don't buy
13 advertising in magazines.

14 Q. Do you do any direct mailing?

15 A. Direct mailing in what sense?

16 Q. There's an event in -- I mean would
17 you have like a customer list or a client
18 list?

19 A. In U.S. Postal Service mail or
20 email or?

21 Q. Well, let's talk about just snail
22 mail, the U.S. mail.

23 A. Snail mail?

24 Q. Yes, snail mail, the post office.

25 A. I have not used snail mail --



1 O. Shellef

2 A. Yes.

3 Q. Do you have a web site that you
4 post or operate at all?

5 A. I have one that I host, and it's --
6 right now there are images for the events,
7 for some of the events, not all of them, and
8 they haven't been updated since I put them up
9 there because it's under construction. I'm
10 building a web site, so.

11 Q. Is it publicly accessible right
12 now?

13 A. Yeah.

14 Q. What's the domain name for that?

15 A. It's the name of the mark.

16 Q. Dot com.

17 A. Dot com, dot net, dot org. Well,
18 actually, they're not connected yet. But
19 yeah, I own --

20 Q. But you own those domain names?

21 A. I own all those names. Virtually
22 everything with East Side Social Club I own
23 the domain names.

24 Q. Info dot?

25 A. No, not those. The primary ones,



1 O. Shellef
2 dot com, dot org, dot net.

3 Q. So if you were going to host an
4 event at a hotel, whether it's in association
5 with but there's going to be an event at a
6 hotel, how would you promote and market that
7 typically?

8 A. I'm not going to share that.
9 That's I feel like -- my marketing strategies
10 are my own and I'd rather not share them with
11 someone else.

12 Q. Fair enough. I can understand that
13 you would claim some proprietary interest in
14 those. Without getting into sort of the
15 specifics of the strategy, I'm just trying to
16 get an idea of what -- would it come out
17 primarily in electronic form, then? I mean
18 it's not like you go down and put a poster on
19 a wall; right?

20 A. It could even come out as a phone
21 call. I could put posters on the wall. I've
22 done all sorts of things. The way I choose
23 to market or advertise depends on what I'm
24 doing. It depends on the size of the
25 project, as it does -- as every business --



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2 Q. When you're dealing with just those
3 events, not the ones in hotels but just a
4 stand-alone bar or stand-alone restaurant,
5 it's a similar situation, though, you reach
6 an agreement with that particular venue to
7 host your event there or have an event there?
8 You're using their --

9 A. Well, you have to reach an
10 agreement to --

11 Q. You're using their facility?

12 A. -- to use the space, certainly.
13 You have to reach an agreement to use the
14 space. But the question is the type of
15 agreement. The type of agreement changes
16 from space to space, from day to day, from
17 whatever I'm doing it changes. And that's
18 where -- that's where there's differences.

19 Q. You don't have any ownership
20 interest in any of those facilities, though;
21 is that correct?

22 A. There are facilities that have
23 asked me, but I don't, no.

24 Q. Do you have any restaurant
25 licenses? No?



1 O. Shellef

2 A. No, I don't have any restaurant
3 licenses.

4 Q. Do you have a liquor license?

5 A. No. It's not...

6 Q. With regard to catering services --

7 A. Yeah.

8 Q. -- do you have a food preparation
9 license at all?

10 A. I mean we're starting -- we're
11 starting to get back, you know, we're
12 starting to go backwards now. In regards to
13 catering services, I believe that that was --
14 that mostly, and I've spoken with Mr. Earl
15 about it, was in the box that you click when
16 you choose 43, you know, if you're doing it
17 on your own and you can't -- and you don't --
18 there's no option, I guess, to specify what
19 you're doing.

20 Q. Sure. Check the box.

21 A. Catering is a part of 43, from what
22 I remember. So I mean that's -- that's in
23 there for that reason, I think. I mean I've
24 dealt with many catering events, but no, I
25 don't have a food preparation license, and I



1 O. Shellef

2 don't prepare food.

3 Q. So if you were to have catering at
4 one of your events, would you bring in
5 another party to provide that aspect of the
6 overall event?

7 A. It depends. It depends on the
8 event. You know, if I'm doing a party at a
9 loft that's an empty space and I do provide
10 everything into this place and I buy some
11 bags of Doritos and I buy some falafels and
12 stuff like that, am I providing catering?
13 I'm providing food for people. But, you
14 know, it's not -- I'm not doing anything in
15 that sense. But I've got events with food,
16 but they're not from an outside caterer, no.
17 The ones that I do regularly are not with an
18 outside caterer, I guess.

19 Q. Most of the events, then, would be
20 dealing with a third-party caterer if you
21 were going to have food and alcohol or
22 beverages at that event, that's been brought
23 by somebody?

24 A. I'm not -- isn't that -- isn't this
25 what you just asked?



1 O. Shellef

2 Q. I'm just trying to understand. And
3 obviously, I've never been to one of --

4 A. I'm not -- well, I mean your
5 question was I'm not a caterer. I don't have
6 a food preparation license. I mean so it's
7 -- let's say that.

8 Q. Okay.

9 (Opposer's Exhibit 9, Response to
10 Notice of Opposition, marked for
11 identification, as of this date.)

12 Q. You've been handed what has been
13 marked as Exhibit 9.

14 A. Yes.

15 Q. Do you recognize this document?

16 A. It says that it's the Response to
17 Notice of Opposition.

18 Q. And did you prepare this document?

19 A. Yes.

20 Q. Did you have any assistance with
21 the preparation of this document?

22 A. Just bouncing ideas off of my
23 father.

24 Q. The very first sentence there
25 reads, "Omri S. Shellef doing business as



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O. Shellef

Q. NewYorkPost.com?

A. Yeah. And the books that I've been featured in, they are -- I can give you the names. I don't have like the --

Q. Do you have any titles?

A. I don't have the exact titles on me, but if you email me, I'll send you the names. The books feature me, and that's why it says Mr. Shellef and the mark. It's a combination. It's Mr. Shellef and East Side Social Club. So it's -- that sentence is also talking about me, not just me with the mark or...

Q. Okay. Fair enough. And then at the top of the following page where it talks about Mr. Shellef or the mark East Side Social Club being in the sites of hundreds of thousands of people around the world since August of 2007.

A. Yeah.

Q. Do you host any events or conduct any events outside the State of New York?

A. I don't see the relevance of that, so I'm not going to answer that.



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O. Shellef

Q. I'm just trying to get an idea sort of --

A. I understand, but I don't --

Q. -- what the geographic --

A. I understand, but I don't see how that's --

Q. I'm just trying to get an idea of what the geographic scope is.

A. I don't think that the geographic scope is relevant in this matter, so I'm not --

Q. Well, geographic scope of mark use is always relevant.

A. Yeah. Okay.

Q. So are you not going to answer any questions about the geographic -- where you conduct events and where you --

A. Yeah. I'm not going to answer any questions in regards to that, no.

Q. With regard to any of the documents you provided to me today, are any of these promotion or marking materials for events out of New York?

A. The ones I provided for you?



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O. Shellef

A. Possibly.

Q. What about 2008, any idea?

A. No.

Q. More than a hundred?

A. Possibly.

Q. For the promotion and marketing or advertising of your events, do you contact organizations or the people that publish a magazine, for example, or the people that publish, you know, some sort of a paper document, not an internet document, but a paper document? I mean how does that stuff end up in a publication?

A. How does what? The press on me?

Q. Yeah. I mean --

A. Someone chooses to write an article about me.

Q. No, no, no. Let me take this document, just the very first one you gave me, which may be a bad example. Let me take the second one. This is a document that you gave me this morning. It's got what appears to be two different -- is it the same ad?

A. No. It's two --



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O. Shellef

Q. It's two different events?

A. Two different events. Each one of those -- yeah, it's two different events. A lot of the papers have multiple --

Q. Sure. And I see that. There's two or three sometimes on each page.

A. Yeah.

Q. But where would this actually be published at or printed?

A. That goes back to before, that I'm not -- I'm not discussing my marketing strategies.

Q. Right. And I'm not trying to figure how you do it. I mean trying to figure out about where -- I mean is it in --

A. That's a part of the marketing strategy. In marketing you focus on a group that you want, you know. I'm sure you took business courses, marketing courses when you were in college. And so you don't want to just throw everything out there generally for everyone if that's not the need. So I'm not going to discuss where I do certain things.

Q. Well, one of the elements that is



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2 that they can go and they can get this and
3 they can get that there. So if it's an event
4 or if it's day or if it's something that I do
5 that is just as firm and as stable as any
6 other establishment, I don't have to use -- I
7 don't have to use, you know, all my money or
8 anything to advertise it, because people know
9 -- people know over time, you know, they know
10 it's there. I don't need to -- I've already
11 got a line waiting out the door. How many
12 more people am I going to be able to fit in?
13 So why -- you know, I've got a brand and a
14 mark, I've got a mark that has made its way
15 and that people know about, and so the rest
16 of it, I do actively market it after that
17 point, but I don't need to spend, you know, a
18 thousand dollars to get a section in a
19 newspaper because it's not -- it's not, you
20 know, it's just not worth it really.

21 Q. Have you ever done an event in
22 New Jersey?

23 A. Again, it's not -- I'm not
24 answering anything. That's geographic scope.
25 We've established that already.



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O. Shellef

try to associate with for everything, no.

Q. Any particular age group?

A. No. That would go in with demographic.

Q. Fair enough. Any particular economic group?

A. That's demographic as well, so no.

Q. One of the factors that will be analyzed by the TTAB in resolving Cannery's opposition is the extent of the financial use of your mark. I know before you told me you didn't want to talk about any financial issues and you didn't want to provide me any financial documents.

A. That's correct.

Q. Do you have any documents in your possession with regard to the use of the mark in 2007?

A. You have documents in your possession with regard to use of the mark in 2007.

Q. No. I'm talking about financial documents. Any kind of receipts?

A. Receipts.



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O. Shellef

Q. Bank records or contracts?

A. I could. I'm not sure.

Q. What about 2008?

A. I could. I'm not sure.

Q. Have you looked?

A. For the purposes of this deposition I have not, because I'm not going to discuss anything financial.

Q. Do you have any opinion as to what the public perceives to be East Side Social Club?

A. You have there some web sites that each one has -- shows what they perceive East Side Social Club to be. Web sites are in the back the way I handed it to you, so.

Q. This particular document here --

A. Which one?

Q. -- that appears to be --

A. Oh, that's just a My Space to show you the --

Q. This is a My Space --

A. Yeah. That's just for the year with activation on it.

Q. Do you remember what year that was?



1 O. Shellef

2 A. That was in October of 2007. That
3 was just for that.

4 Q. A screen cap?

5 A. Yeah.

6 Q. Did you just make that before this
7 deposition?

8 A. I just took the screen cap before
9 the deposition, yes. I didn't make it that.
10 I made it in 2007.

11 Q. Right. That's what I mean. So
12 this, for example, this appears to be a
13 screen cap from the web site
14 www.blackbookmag.com?

15 A. Yeah, which is a publication.

16 Q. There appears to be a description
17 of an event that happened at Black or that's
18 scheduled to happen at Black and White in
19 Greenwich Village?

20 A. Yeah. I mean it's not my
21 description. You weren't asking for my
22 descriptions.

23 Q. Well, I was just going to ask you
24 that. Did you write that?

25 A. No, I didn't write that.



1 O. Shellef

2 Q. Do you happen to know who did write
3 that?

4 A. It's probably written there, but
5 I'm sure I don't know them personally.

6 Q. Okay. Oh, I see. The way you
7 screen capped it --

8 A. Yeah. I was just showing you that
9 that came from that. Yeah. There's a number
10 of -- I think it was something like ten
11 places. So I just -- I showed you the top of
12 the screen that there is the introduction
13 with the image and then the blurb that's
14 specifically about the mark, my mark.

15 Q. So if I were to look at this web
16 site, it's actually vertical; right?

17 A. Yeah. It's in a blog format.

18 Q. Were there any other entries to
19 this?

20 A. Yes. As the title, you know
21 implies, there are.

22 Q. If I went to the web site for
23 Blackbook.com today, would I be able to read
24 this entire --

25 A. Yeah. That was this morning.



1 O. Shellef

2 Q. This morning. And you pulled this
3 off this web site. You didn't go do like a
4 way back machine or anything like that to get
5 it?

6 A. No. I went to the web site.

7 Q. Here's another what appears to be a
8 screen cap from the web site
9 www.nickydigital.com?

10 A. Yes.

11 Q. And this also appears to speak to
12 the event at Black and White; is that right?

13 A. Yeah. That was for dates also,
14 because that's August of 2007. There's no
15 description there of East Side Social Club.
16 That was just for the date.

17 Q. Okay. And if I went again to the
18 web site --

19 A. You wouldn't see a description.
20 You would see pictures.

21 Q. And then there's one below that
22 appears to be from the web site www. -- it
23 says theimagazine.com?

24 A. I don't know. Let me see it.

25 Q. My eyes aren't very good.



1 O. Shellef

2 A. I skimmed through it.

3 Q. Would entering into a consensual
4 use agreement with Cannery Casino Resorts,
5 LLC, be something you would be interested in
6 doing?

7 A. In a recent correspondence with
8 Mr. Earl, I stated that I -- my position
9 hasn't changed about a settlement agreement.
10 I'm still -- I would still be open, I'm still
11 open to a settlement agreement, which was
12 misrepresented in your motion to extend this
13 time frame. You said that -- either you or
14 Mr. Earl or whoever prepared it stated that I
15 said that I had blindsided you with my -- and
16 blindsided was a term they used there, that I
17 blindsided you with basically flip-flopping
18 on that position, which I had stated just
19 within the last week and a half, two weeks of
20 correspondence that I have not changed my
21 position and I'm still open to an agreement.

22 After having skimmed through this,
23 I saw that nothing that we had talked about
24 over the phone was put in here, because I
25 told him what my concerns were, and he didn't



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O. Shellef

A. The only one. I don't have any employees that I regularly use.

Q. Okay.

A. Or I mean I don't have any employees. I don't have any other people that I regularly use, you know.

MR. BOYLE: Okay. I think I'm done.

(Time noted: 12:00 p.m.)

OMRI S. SHELLEF

Subscribed and sworn to before me
this ____ day of _____, 2010.



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C E R T I F I C A T E

STATE OF NEW YORK)
: SS.
COUNTY OF WESTCHESTER)

I, JOAN WARNOCK, a Notary Public within and for the State of New York, do hereby certify:

That OMRI S. SHELLEF, the witness whose deposition is hereinbefore set forth, was duly sworn by me and that such deposition is a true record of the testimony given by the witness.

I further certify that I am not related to any of the parties to this action by blood or marriage, and that I am in no way interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of January, 2010.

Joan Warnock
JOAN WARNOCK



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DEPOSITION ERRATA SHEET

Our Assignment No.: 316687
Case Caption: Cannery Casino Resorts v.
Omri S. Shellef

DECLARATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury that I have read the entire transcript of my Deposition taken in the captioned matter or the same has been read to me, and the same is true and accurate, save and except for changes and/or corrections, if any, as indicated by me on the DEPOSITION ERRATA SHEET hereof, with the understanding that I offer these changes as if still under oath.

Omri S. Shellef

Subscribed and sworn to on the ____ day of _____, 20 ____ before me.

Notary Public,
in and for the State of _____.



EXHIBIT A-2

EXHIBIT A-2

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

In the matter of Serial No. 77/767677
Mark: EAST SIDE SOCIAL CLUB

CANNERY CASINO RESORTS, LLC, a Nevada limited liability company,
Opposer

v.

OMRI S. SHELLEF, an individual,
Applicant.

Proceeding No.: 91194772

ESTTA Tracking No.: ESTTA345916

Interrogatory Number 4:

The Applicant has served several requests to the opposer to change the language in it's Interrogatories. More specifically the Applicant's requests were to amend the definition and use of the words "Infringing Marks". The request fell on deaf ears along with requests for the Deposition. The Applicant has not infringed on the CCR Mark. The opposer claims no infringement in the Letter of Opposition. It is the position of the Applicant that there is no infringement and no confusion will occur (nor has occurred in the past) between the two marks once "East Side Social Club" becomes a registered trademark. By answering the Opposers question, the Applicant makes no admission of infringement and reserves his rights and remedies; furthermore, the Applicant denies such an allegation of infringement. The Applicant acquired his rights by creating it.

Interrogatory Number 5:

The Applicant has served several requests to the opposer to change the language in it's Interrogatories. More specifically the Applicant's requests were to amend the definition and use of the words "Infringing Marks". The request fell on deaf ears along with requests for the Deposition. The Applicant has not infringed on the CCR Mark. The opposer claims no infringement in the Letter of Opposition. It is the position of the Applicant that there is no infringement and no confusion will occur (nor has occurred in the past) between the two marks once "East Side Social Club" becomes a registered trademark. By answering the Opposers question, the Applicant makes no admission of infringement and reserves his rights and remedies; furthermore, the Applicant denies such an allegation of infringement. The Applicant's licensing practices are confidential and privileged.

Interrogatory Number 6:

The Applicant has served several requests to the opposer to change the language in it's Interrogatories. More specifically the Applicant's requests were to amend the definition and use of the words "Infringing Marks". The request fell on deaf ears along with requests for the Deposition. The Applicant has not infringed on the CCR Mark. The opposer claims no infringement in the Letter of Opposition. It is the position of the Applicant that there is no infringement and no confusion will occur (nor has occurred in the past) between the two marks once "East Side Social Club" becomes a registered trademark. By answering the Opposers question, the Applicant makes no admission of infringement and reserves his rights and remedies; furthermore, the Applicant denies such an allegation of infringement. The Applicant intends to use the mark in the full scope of what is permitted by the classes the Applicant has applied for, without limitations.

Interrogatory Number 7:

The Applicant has served several requests to the opposer to change the language in it's Interrogatories. More specifically the Applicant's requests were to amend the definition and use of the words "Infringing Marks". The request fell on deaf ears along with requests for the Deposition. The Applicant has not infringed on the CCR Mark. The opposer claims no infringement in the Letter of Opposition. It is the position of the Applicant that there is no infringement and no confusion will occur (nor has occurred in the past) between the two marks once "East Side Social Club" becomes a registered trademark. By answering the Opposers question, the Applicant makes no admission of infringement and reserves his rights and

remedies; furthermore, the Applicant denies such an allegation of infringement.

(a) The Applicant made up the East Side Social Club mark. (b) The Applicant liked it best. (c) The others were unmemorable.

Interrogatory Number 8:

The Applicant has served several requests to the opposer to change the language in it's Interrogatories. More specifically the Applicant's requests were to amend the definition and use of the words "Infringing Marks". The request fell on deaf ears along with requests for the Deposition. The Applicant has not infringed on the CCR Mark. The opposer claims no infringement in the Letter of Opposition. It is the position of the Applicant that there is no infringement and no confusion will occur (nor has occurred in the past) between the two marks once "East Side Social Club" becomes a registered trademark. By answering the Opposers question, the Applicant makes no admission of infringement and reserves his rights and remedies; furthermore, the Applicant denies such an allegation of infringement. The Applicant objects to Interrogatory Number 8.

Interrogatory Number 9:

The Applicant has served several requests to the opposer to change the language in it's Interrogatories. More specifically the Applicant's requests were to amend the definition and use of the words "Infringing Marks". The request fell on deaf ears along with requests for the Deposition. The Applicant has not infringed on the CCR Mark. The opposer claims no infringement in the Letter of Opposition. It is the position of the Applicant that there is no infringement and no confusion will occur (nor has occurred in the past) between the two marks once "East Side Social Club" becomes a registered trademark. By answering the Opposers question, the Applicant makes no admission of infringement and reserves his rights and remedies; furthermore, the Applicant denies such an allegation of infringement. The Applicant objects to Interrogatory Number 9.

Interrogatory Number 10:

The Applicant has served several requests to the opposer to change the language in it's Interrogatories. More specifically the Applicant's requests were to amend the definition and use of the words "Infringing Marks". The request fell on deaf ears along with requests for the Deposition. The Applicant has not infringed on the CCR Mark. The opposer claims no infringement in the Letter of Opposition. It is the position of the Applicant that there is no infringement and no confusion will occur (nor has occurred in the past) between the two marks once "East Side Social Club" becomes a registered trademark. By answering the Opposers question, the Applicant makes no admission of infringement and reserves his rights and remedies; furthermore, the Applicant denies such an allegation of infringement. This question is not clear. Can you be more specific?

Interrogatory Number 11:

The Applicant has served several requests to the opposer to change the language in it's Interrogatories. More specifically the Applicant's requests were to amend the definition and use of the words "Infringing Marks". The request fell on deaf ears along with requests for the

Deposition. The Applicant has not infringed on the CCR Mark. The opposer claims no infringement in the Letter of Opposition. It is the position of the Applicant that there is no infringement and no confusion will occur (nor has occurred in the past) between the two marks once "East Side Social Club" becomes a registered trademark. By answering the Opposers question, the Applicant makes no admission of infringement and reserves his rights and remedies; furthermore, the Applicant denies such an allegation of infringement. Information regarding use of the mark and persons is privileged and confidential.

Interrogatory Number 12:

The Applicant has served several requests to the opposer to change the language in it's Interrogatories. More specifically the Applicant's requests were to amend the definition and use of the words "Infringing Marks". The request fell on deaf ears along with requests for the Deposition. The Applicant has not infringed on the CCR Mark. The opposer claims no infringement in the Letter of Opposition. It is the position of the Applicant that there is no infringement and no confusion will occur (nor has occurred in the past) between the two marks once "East Side Social Club" becomes a registered trademark. By answering the Opposers question, the Applicant makes no admission of infringement and reserves his rights and remedies; furthermore, the Applicant denies such an allegation of infringement. This is a hypothetical question. If you know of a specific case, ask specifically about that case.

Interrogatory Number 13:

The Applicant has served several requests to the opposer to change the language in it's Interrogatories. More specifically the Applicant's requests were to amend the definition and use of the words "Infringing Marks". The request fell on deaf ears along with requests for the Deposition. The Applicant has not infringed on the CCR Mark. The opposer claims no infringement in the Letter of Opposition. It is the position of the Applicant that there is no infringement and no confusion will occur (nor has occurred in the past) between the two marks once "East Side Social Club" becomes a registered trademark. By answering the Opposers question, the Applicant makes no admission of infringement and reserves his rights and remedies; furthermore, the Applicant denies such an allegation of infringement. Friends and associates of the defendant, as well as Las Vegas business owners he knows, were not familiar with the CCR mark. The Applicant was the first of them to become aware of it. Awareness was a result of the opposition letter that the opposer served on the USPTO and the Applicant. As far as the Applicant is concerned, it may not even be a legitimate business or place.

Interrogatory Number 14:

The Applicant has served several requests to the opposer to change the language in it's Interrogatories. More specifically the Applicant's requests were to amend the definition and use of the words "Infringing Marks". The request fell on deaf ears along with requests for the Deposition. The Applicant has not infringed on the CCR Mark. The opposer claims no infringement in the Letter of Opposition. It is the position of the Applicant that there is no infringement and no confusion will occur (nor has occurred in the past) between the two marks once "East Side Social Club" becomes a registered trademark. By answering the Opposers question, the Applicant makes no admission of infringement and reserves his rights and

Date: 5 August 2011

EMBED Photoshop.Image.7 \s

Omri Shellef
135 Station Rd
Great Neck, NY 11023
Telephone: 516.773.4301
Facsimile: 516.466.3941
E.mail: HYPERLINK "mailto:TKOmri@soulpushernyc.com" TKOmri@soulpushernyc.com

Individual, Applicant

EXHIBIT A-3

EXHIBIT A-3

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

Cannery Casino Resorts, LLC,

Opposer,

v.

Omri S. Shellef,

Applicant.

Marks:

EAST SIDE SOCIAL CLUB, Serial No.
77/767677

Opposition No.: 91194772

OPPOSER'S FIRST SET OF INTERROGATORIES

Pursuant to Rule 33 of the Federal Rules of Civil Procedure and 37 CFR § 2.120, Opposer Cannery Casino Resorts, LLC (“CCR”) hereby serves this First Set of Interrogatories (the “Interrogatories”) on Applicant Omri S. Shellef (“Shellef”) and requests that Shellef serve his answers to the Interrogatories at the offices of CCR’s counsel, Santoro, Driggs, Walch, Kearney, Holley & Thompson, 400 South Fourth Street, Third Floor, Las Vegas, Nevada 89101, within thirty (30) days of service. CCR notes for the benefit of Shellef that Fed. R. Civ. P. 33(b)(2) requires Shellef to provide his answers to these Interrogatories within thirty (30) days of service of same.

DEFINITIONS

To the extent that a term used in these Interrogatories is a defined term, that term shall have the following definition:

1. “Communication” means the transmittal of information in any form whatsoever.
2. “Document” is defined to be synonymous in meaning and equal in scope to the usage of this term in Federal Rule of Civil Procedure 34, and shall mean any and all information in tangible or other form, whether printed, typed, recorded, computerized, filmed, reproduced by any process, or written or produced by hand, and whether an original, draft, master, duplicate or copy, or notated version thereof, that is in Your possession, custody, or control. A draft or non-identical copy is a separate document within the meaning of this term. Electronic copies and

INTERROGATORY NO. 5 Identify any and all Persons to whom You have granted a license or other permission to Use the Infringing Mark, and for each such Person state with specificity.:

- (a) the date You granted the license or other permission to Use the Infringing Mark;
- (b) the terms and conditions for each such license or other permission to Use the Infringing Mark; and
- (c) the consideration You received for each such license or other permission to Use the Infringing Mark.

ANSWER:

INTERROGATORY NO. 6 Describe with specificity any and all plans or intentions that You have to Use the Infringing Mark on goods or services in the future, including, without limitation:

- (a) the specific good or service for which You intend to Use the Infringing Mark;
- (b) the date(s) You intend to commence such Use;
- (c) whether such Use will be commenced by Shellef or a third party to which or whom Shellef grants a license for such Use; and
- (d) the geographic scope or region in which such Use is planned or intended.

ANSWER:

INTERROGATORY NO. 7 Describe with specificity:

- (a) how You selected the Infringing Mark;
- (b) why You selected the Infringing Mark; and
- (c) any alternative marks that You considered.

ANSWER:

INTERROGATORY NO. 8 Identify the amount of total sales by You, in terms of dollars and quantity, for each good or service You identified in Your answer to Interrogatory No. 1 for each year in which such sales occurred.

ANSWER:

INTERROGATORY NO. 9 Identify the total monetary amount of expenditures made by You in connection with the advertisement, marketing or promotion of goods or services bearing the Infringing Mark for each year in which You made such expenditures.

ANSWER:

INTERROGATORY NO. 10 Describe with specificity each channel of trade in which You:

- (a) offer goods or services bearing the Infringing Mark; and
- (b) intend to offer goods or services bearing the Infringing Mark.

ANSWER:

INTERROGATORY NO. 11 Describe with specificity the geographic scope or region within which the Infringing Mark is Used and for each such Use, state with specificity:

- (a) the Person who Uses the Infringing Mark within each geographic scope or region You identified; and
- (b) the date upon which each Person commenced such Use.

ANSWER:

INTERROGATORY NO. 12 Describe with specificity each instance in which another Person Used a mark or claimed rights in a mark that You perceived to be confusingly similar to the Infringing Mark, including, without limitation,:

- (a) the date of each such instance;
- (b) the identification of each Person involved in each such Use;
- (c) Your actions or responses to each such instance; and
- (d) the results of Your actions or responses to each such instance.

ANSWER:

INTERROGATORY NO. 13 Describe by date and circumstance how You first became aware of CCR's Use of the CANNERY Marks.

ANSWER:

EXHIBIT B

EXHIBIT B

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

Cannery Casino Resorts, LLC,

Opposer,

vs.

Omri S. Shellef,

Applicant.

Mark:

EAST SIDE SOCIAL CLUB,

Serial No. 77/767677

Opposition No.: 91194772

**DECLARATION OF KIMBERLY J. COOPER, ESQ. IN SUPPORT OF OPPOSER'S
MOTION FOR SUMMARY JUDGMENT**

I, KIMBERLY J. COOPER, ESQ., hereby declare the following:

1. I am an attorney licensed to practice law in the State of Nevada and am one of the attorneys representing Opposer Cannery Casino Resorts, LLC (“CCR”) in this proceeding. I make this declaration based upon my personal knowledge and observations, and would be competent to testify to the matters set forth herein if called to testify.

2. I submit this Declaration in Support of Opposer’s Motion for Summary Judgment (the “Motion”).

3. On or about November 9, 2011, I typed the domain name “eastidesocialclub.org” into the URL address bar of my web browser. I was immediately directed to a web page hosted by GoDaddy.com which contained links and advertisements unrelated to the mark or services identified in Applicant Omri Shellef’s application.

4. On or about November 9, 2011, I typed the domain name “eastidesocialclub.net” into the URL address bar of my web browser. I was immediately directed to a web page hosted by GoDaddy.com which contained links and advertisements unrelated to the mark or services identified in Applicant Omri Shellef’s application.

5. Attached as Exhibit B-1 are true and accurate copies of screen captures of the web pages hosted by GoDaddy.com.

6. On or about November 1, 2011, I visited domain name register, GoDaddy.com, and looked up the registration information for the domain names “eastsidesocialclub.org”, “eastsidesocialclub.net”, and “eastsidesocialclub.com”.

7. Attached as Exhibit B-2 are true and accurate copies of screen captures of the registration information for each of the three domain names.

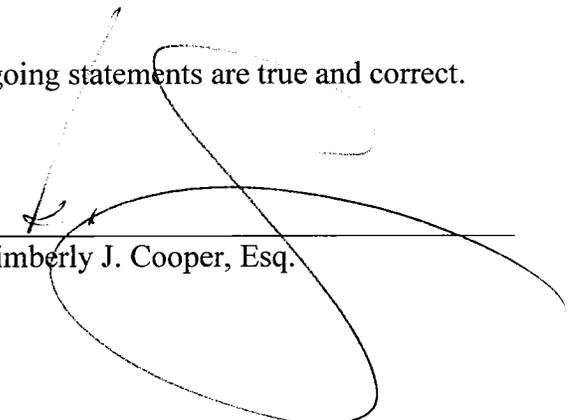
8. CCR is the owner of the following federally registered trademarks and service marks incorporating the text “EASTSIDE”:

Mark	Registration	Goods/Services
EASTSIDE CANNERY	3,648,405	Class 21: Beverage glassware; coffee cups; mugs.
EASTSIDE CANNERY	3,648,406	Class 25: Men's and women's wearing apparel, namely, shirts, T-shirts, polo shirts, jackets, hats, caps, and sweatshirts.
EASTSIDE CANNERY	3,621,636	Class 41: Casino and gaming services; providing gaming facilities; conducting and providing facilities for special events featuring casino and gaming contests and tournaments; entertainment services in the nature of providing facilities to view television, cable television and pay-per-view television entertainment programs or episodes featuring sporting events, commentators and betting experts discussing sporting events; and nightclub services; provision of general and local news and information in the fields of sports, entertainment, gaming, art, leisure activities, and casino and sports games on and through a global computer network.

Mark	Registration	Goods/Services
EASTSIDE CANNERY	3,621,637	Class 43: Hotel and resort services; restaurant services; bar services; cocktail lounge services; providing temporary lodging accommodations for others; food preparation services; providing information, news and commentary in the field of dining; providing travel lodging information services.
EASTSIDE CANNERY and Design	3,621,638	Class 41: Casino and gaming services; providing gaming facilities; conducting and providing facilities for special events featuring casino and gaming contests and tournaments; entertainment services in the nature of providing facilities to view television, cable television and pay-per-view television entertainment programs or episodes featuring sporting events, commentators and betting experts discussing sporting events; and nightclub services; provision of general and local news and information in the fields of sports, entertainment, gaming, art, leisure activities, and casino and sports games on and through a global computer network.
EASTSIDE CANNERY and Design	3,621,639	Class 43: Hotel and resort services; restaurant services; bar services; cocktail lounge services; providing temporary lodging accommodations for others; food preparation services; providing information, news and commentary in the field of dining; providing travel lodging information services.

I declare under penalty of perjury that the foregoing statements are true and correct.

Executed on: December 21, 2011



 Kimberly J. Cooper, Esq.

EXHIBIT B-1

EXHIBIT B-1



eastsidesocialclub.net

Is this your domain?

Add hosting, email and more.



Ads

Sports League www.Playersync.com/Sports
Find & Join Sports Leagues Near You! Sign Up & Get Playing Today.

Local Night Clubs yellowpages.com
Find Night Clubs & Dance Clubs in Your Area w/ Yellow Pages.

Night club Local.com
Find Night club Near You With Local.com!

Now Hiring www.JobsOnline.net
Complete Your Online Application. Full and Part Time Jobs Available.

Local Banquet Halls BanquetHalls.Respond.com
Find Banquet Halls Hosting Wedding, Parties, Events at Affordable Rate.

Beautiful Church Websites www.ekkllesia360.com
From house church to megachurch, a solution for all your needs!

Want a Boyfriend? www.Zoosk.com/
Meet a Real Guy for Free on Zoosk Fastest Growing Site. Join Now!

Central Park Hotel www.TheBenjamin.com/CentralPark
Luxury Boutique Hotel Minutes From Central Park. Book Now!

Tickets To Broadway Shows www.Broadway.com
Wicked, Hair, Jersey Boys & More Get great seats now at Broadway.com

bowlingball.com www.BowlingBall.com
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+ New .COMs \$7.49/yr plus 18 cents/yr ICANN fee. Discount based on new one-year registration prices as of 4/8/2011 with sale price reflected in your shopping cart at checkout. Discount applies to new registrations and renewals and cannot be used in conjunction with any other offer or promotion. Domains purchased through this offer will renew at regular price after the initial term has expired. Offer ends May 31, 2012 5:00 pm (MST).

† Good for one 1-year registration of any available .COM, .US, .BIZ, .INFO, .NET or .ORG

‡ Annual discounts available on NEW purchases only.

GoDaddy.com is the world's No. 1 ICANN-accredited domain name registrar for .COM, .NET, .ORG, .INFO, .BIZ and .US domain extensions. Source: RegistrarSTATS.com

1 GoDaddy.com is rated the world's largest hostname provider according to Netcraft®.



eastsidesocialclub.org

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Add hosting, email and more.



Ads

Sports League www.Playersync.com/Sports
Find & Join Sports Leagues Near You! Sign Up & Get Playing Today.

LA Boxing www.laboxing.com
Looking for a new boxing workout? Try a class at LA Boxing for free!

Local Night Clubs yellowpages.com
Find Night Clubs & Dance Clubs in Your Area w/ Yellow Pages.

Night club Local.com
Find Night club Near You With Local.com!

Now Hiring www.JobsOnline.net
Complete Your Online Application. Full and Part Time Jobs Available.

Local Banquet Halls BanquetHalls.Respond.com
Find Banquet Halls Hosting Wedding, Parties, Events at Affordable Rate.

Central Park Hotel www.TheBenjamin.com/CentralPark
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Tickets To Broadway Shows www.Broadway.com
Wicked, Hair, Jersey Boys & More Get great seats now at Broadway.com

Hotels near Times Square www.booking.com
Book a hotel near Times Square (NY) online. All hotels on a city map.

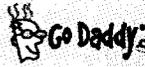
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† Good for one 1-year registration of any available .COM, .US, .BIZ, .INFO, .NET or .ORG

‡ Annual discounts available on NEW purchases only.

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§ GoDaddy.com is rated the world's largest hostname provider according to Netcraft®.

EXHIBIT B-2

EXHIBIT B-2

Username / Customer# Password Log in Forgot Password? | Create Account USD empty

Deals of the Day **24/7 Sales & Support (480) 505-8877**
Hablamos Español

Our Commercials Bob's Video Blog Help & Forums WHOIS Domain Check

Domains Hosting Email Websites Search Engines SSL & Security Resellers Affiliates Auctions My Account

WHOIS search results for:
EASTSIDESOCIALCLUB.COM
(Registered)

Is this your domain?
Add hosting, email and more.

Want to buy this domain?
Get it with our Domain Buy service.

The data contained in GoDaddy.com, Inc.'s WHOIS database, while believed by the company to be reliable, is provided "as is" with no guarantee or warranties regarding its accuracy. This information is provided for the sole purpose of assisting you in obtaining information about domain name registration records. Any use of this data for any other purpose is expressly forbidden without the prior written permission of GoDaddy.com, Inc. By submitting an inquiry, you agree to these terms of usage and limitations of warranty. In particular, you agree not to use this data to allow, enable, or otherwise make possible, dissemination or collection of this data, in part or in its entirety, for any purpose, such as the transmission of unsolicited advertising and solicitations of any kind, including spam. You further agree not to use this data to enable high volume, automated or robotic electronic processes designed to collect or compile this data for any purpose, including mining this data for your own personal or commercial purposes.

Please note: the registrant of the domain name is specified in the "registrant" field. In most cases, GoDaddy.com, Inc. is not the registrant of domain names listed in this database.

Registrant:
Domains by Proxy, Inc.

DomainsByProxy.com
15111 N. Hayden Rd., Ste 160, PMB 353
Scottsdale, Arizona 85260
United States

Registered through: GoDaddy.com, Inc. (<http://www.godaddy.com>)
Domain Name: EASTSIDESOCIALCLUB.COM
Created on: 24-Jun-09
Expires on: 24-Jun-12
Last Updated on: 23-Jun-11

Administrative Contact:
Private, Registration EASTSIDESOCIALCLUB.COM@domainsbyproxy.com
Domains by Proxy, Inc.
DomainsByProxy.com
15111 N. Hayden Rd., Ste 160, PMB 353
Scottsdale, Arizona 85260
United States
(480) 624-2599 Fax - (480) 624-2598

Technical Contact:
Private, Registration EASTSIDESOCIALCLUB.COM@domainsbyproxy.com
Domains by Proxy, Inc.
DomainsByProxy.com
15111 N. Hayden Rd., Ste 160, PMB 353
Scottsdale, Arizona 85260
United States
(480) 624-2599 Fax - (480) 624-2598

Domain servers in listed order:
NS1.HOSTMONSTER.COM
NS2.HOSTMONSTER.COM

Registry Status: clientDeleteProhibited
Registry Status: clientRenewProhibited
Registry Status: clientTransferProhibited
Registry Status: clientUpdateProhibited

[See Underlying Registry Data](#)
[Report Invalid Whois](#)

NameMatch Recommendations

GoDaddy.com NameMatch has found similar domain names related to your search. Registering multiple domain names may help protect your online brand against internet squatters who could try to buy up these names in the hopes of selling them to you at an inflated price. It also enables you to capture more Web traffic, which you can then direct to your primary domain.

Domains available for new registration:

Alternate TLDs		
<input type="checkbox"/>	eastidesocialclub.info	SAVE \$1.99*/yr
<input type="checkbox"/>	eastidesocialclub.us	SAVE \$3.99*/yr
<input type="checkbox"/>	eastidesocialclub.ca	\$12.99*/yr
<input type="checkbox"/>	eastidesocialclub.mobi	SAVE \$6.99*/yr
<input type="checkbox"/>	eastidesocialclub.biz	SAVE \$5.99*/yr
<input type="checkbox"/>	eastidesocialclub.me	SAVE \$8.99*/yr
<input type="checkbox"/>	eastidesocialclub.tv	\$39.99*/yr
<input type="checkbox"/>	eastidesocialclub.ws	\$14.99*/yr
Similar Premium Domains		
<input type="checkbox"/>	SportSocialClub.com	\$649.00*
<input type="checkbox"/>	SocialSemiotics.com	\$699.00*
<input type="checkbox"/>	SocialWorkSupervision.com	\$1,349.00*
<input type="checkbox"/>	SocialAthleticClub.com	\$688.00*
<input type="checkbox"/>	SocialBookMarkingClub.com	\$688.00*
<input type="checkbox"/>	ClubSocial.net	\$788.00*
Similar Domains		
<input type="checkbox"/>	eastidesocialclubs.com	\$11.99*/yr
<input type="checkbox"/>	eastidesocialclubsite.com	\$11.99*/yr
<input type="checkbox"/>	myeastidesocialclub.com	\$11.99*/yr
<input type="checkbox"/>	eastidesocialclubonline.com	\$11.99*/yr
<input type="checkbox"/>	neweastidesocialclub.com	\$11.99*/yr
<input type="checkbox"/>	eastidesocialclubstore.com	\$11.99*/yr
<input type="checkbox"/>	freeeastidesocialclub.com	\$11.99*/yr
<input type="checkbox"/>	eastidesocialclubnow.com	\$11.99*/yr

Domains available at Go Daddy Auctions@:

<input type="checkbox"/>	eastsidehotspots.com Ends on: 1/25/2012 12:00:00 AM PDT	\$5,000.00*
<input type="checkbox"/>	loweastsideapartments.com Ends on: 1/13/2012 2:05:00 PM PDT	\$10.00*
<input type="checkbox"/>	eastideseller.com Ends on: 12/25/2011 11:00:00 AM PDT	\$100.00*
<input type="checkbox"/>	eastidesellers.com Ends on: 12/25/2011 11:00:00 AM PDT	\$100.00*
<input type="checkbox"/>	countryclubcigars.com Ends on: 12/8/2011 12:00:00 AM PDT	\$850.00*
<input type="checkbox"/>	nuevosocialsmo.com Ends on: 12/1/2011 12:48:00 PM PDT	\$788.00*

Learn more about

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Enter a domain name to search

.com

Account Manager	Shopping	Resources	Help & Support	About Go Daddy	Mobile	Find Us On...
My Account	Domain Search	Webmail	Telephone Support & Sales	About Us	Go Daddy, on the GO!	
My Renewals	Product Catalog	WHOIS search	Go Daddy Community	News Releases	iPhone Application	
My Upgrades	Product Advisor	ICANN Confirmation	Discussion Forums	Careers	iPad Application	
Account Settings	Go Daddy Gear	Affiliates	Help and Guides	Marketing Opportunities	Android Application	
Customer Information	Gift Cards	Follow & Fan Us	User Groups	Customer Testimonials	BlackBerry Application	
Order History	Go Daddy Mobile	Legal	Submit Support Ticket	Security Center	Visit GoDaddyMobile.com	
Create Account	Deals of the Day	Commercial Contests	Site Suggestions	.ME Scholarship	Sign Up for Special Offers	
		Site Map	Report Spam	Round Up for Charity	<input type="text" value="Email Address"/>	<input type="button" value="Submit"/>
		Go Daddy Scoop				

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GoDaddy.com is the world's No. 1 ICANN-accredited domain name registrar for .COM, .NET, .ORG, .INFO, .BIZ and .US domain extensions. Source: RegistrarSTATS.com

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Search the GoDaddy.com WHOIS database whenever you want to know who a particular Web site belongs to. You may even be able to find the name and contact information of the business or individual who holds the registration on that domain. If the registration is private, specific information such as the holder's name, address, phone number and email address will be hidden from public view.

There are a number of reasons why you might want to use the GoDaddy.com WHOIS database:

- If you're a domainer, you might have your eye on a particular domain name(s) and want to know when it expires in the hopes of registering it yourself. You might also wish to approach the registrant with a private purchase offer.
- If you are the legal owner of a copyrighted name and you find someone else has registered a domain with that name in it, you'll want to take legal action against whoever's infringed on your rights by "cyber-squatting" on your Internet territory.
- If you come across your own original content reproduced without permission on another Web site, you may want to look up the name of the domain registrant in order to file a DMCA complaint against him or her. This federal act makes it illegal for anyone to produce or distribute another's original material on the Internet.

Law enforcement agencies use the WHOIS database to support national and international efforts including copyright protection and anti-terrorism laws. They're able to identify the registrant - or at least the host or registrar - of every domain name registered today. Legal infractions that can't be traced to an individual or business can certainly be traced to a registrar. Depending on the offense, the registrar may warn the site owner or shut down the Web site altogether.

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[Auctions](#)
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WHOIS search results for:
EASTSIDESOCIALCLUB.NET
 (Registered)

Is this your domain?
 Add hosting, email and more.

Want to buy this domain?
 Get it with our Domain Buy service.

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Please note: the registrant of the domain name is specified in the "registrant" field. In most cases, GoDaddy.com, Inc. is not the registrant of domain names listed in this database.

Registrant:
 Domains by Proxy, Inc.

DomainsByProxy.com
 15111 N. Hayden Rd., Ste 160, PMB 353
 Scottsdale, Arizona 85260
 United States

Registered through: GoDaddy.com, Inc. (<http://www.godaddy.com>)
 Domain Name: EASTSIDESOCIALCLUB.NET
 Created on: 24-Jun-09
 Expires on: 24-Jun-12
 Last Updated on: 23-Jun-10

Administrative Contact:
 Private, Registration EASTSIDESOCIALCLUB.NET@domainsbyproxy.com
 Domains by Proxy, Inc.
 DomainsByProxy.com
 15111 N. Hayden Rd., Ste 160, PMB 353
 Scottsdale, Arizona 85260
 United States
 (480) 624-2599 Fax - (480) 624-2598

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 DomainsByProxy.com
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 Scottsdale, Arizona 85260
 United States
 (480) 624-2599 Fax - (480) 624-2598

Domain servers in listed order:
 NS37.DOMAINCONTROL.COM
 NS38.DOMAINCONTROL.COM

Registry Status: clientDeleteProhibited
 Registry Status: clientRenewProhibited
 Registry Status: clientTransferProhibited
 Registry Status: clientUpdateProhibited

[See Underlying Registry Data](#)
[Report Invalid Whois](#)

NameMatch Recommendations

GoDaddy.com NameMatch has found similar domain names related to your search. Registering multiple domain names may help protect your online brand against internet squatters who could try to buy up these names in the hopes of selling them to you at an inflated price. It also enables you to capture more Web traffic, which you can then direct to your primary domain.

Domains available for new registration:

Alternate TLDs		
<input type="checkbox"/>	eastidesocialclub.info	SAVE \$1.99*yr
<input type="checkbox"/>	eastidesocialclub.us	SAVE \$3.99*yr
<input type="checkbox"/>	eastidesocialclub.ca	\$12.99*yr
<input type="checkbox"/>	eastidesocialclub.mobi	SAVE \$6.99*yr
<input type="checkbox"/>	eastidesocialclub.biz	SAVE \$5.99*yr
<input type="checkbox"/>	eastidesocialclub.me	SAVE \$8.99*yr
<input type="checkbox"/>	eastidesocialclub.tv	\$39.99*yr
<input type="checkbox"/>	eastidesocialclub.ws	\$14.99*yr
Similar Premium Domains		
<input type="checkbox"/>	SportSocialClub.com	\$649.00*
<input type="checkbox"/>	SocialSemiotics.com	\$699.00*
<input type="checkbox"/>	SocialWorkSupervision.com	\$1,349.00*
<input type="checkbox"/>	SocialAthleticClub.com	\$688.00*
<input type="checkbox"/>	SocialBookMarkingClub.com	\$688.00*
<input type="checkbox"/>	ClubSocial.net	\$788.00*
Similar Domains		
<input type="checkbox"/>	eastidesocialclubs.net	SAVE \$9.99*yr
<input type="checkbox"/>	eastidesocialclubsite.net	SAVE \$9.99*yr
<input type="checkbox"/>	myeastidesocialclub.net	SAVE \$9.99*yr
<input type="checkbox"/>	eastidesocialclubonline.net	SAVE \$9.99*yr
<input type="checkbox"/>	neweastidesocialclub.net	SAVE \$9.99*yr
<input type="checkbox"/>	eastidesocialclubstore.net	SAVE \$9.99*yr
<input type="checkbox"/>	freeeastidesocialclub.net	SAVE \$9.99*yr
<input type="checkbox"/>	eastidesocialclubnow.net	SAVE \$9.99*yr

Domains available at Go Daddy Auctions®:

<input type="checkbox"/>	eastidehotspots.com Ends on: 1/25/2012 12:00:00 AM PDT	\$5,000.00*
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.com

Account Manager	Shopping	Resources	Help & Support	About Go Daddy	Mobile	Find Us On...
My Account	Domain Search	Webmail	Telephone Support & Sales	About Us	Go Daddy, on the GO!	
My Renewals	Product Catalog	WHOIS search	Go Daddy Community	News Releases	iPhone Application	
My Upgrades	Product Advisor	ICANN Confirmation	Discussion Forums	Careers	iPad Application	
Account Settings	Go Daddy Gear	Affiliates	Help and Guides	Marketing Opportunities	Android Application	
Customer Information	Gift Cards	Follow & Fan Us	User Groups	Customer Testimonials	BlackBerry Application	
Order History	Go Daddy Mobile	Legal	Submit Support Ticket	Security Center	Visit GoDaddyMobile.com	
Create Account	Deals of the Day	Commercial Contests	Site Suggestions	.ME Scholarship		
		Site Map	Report Spam	Round Up for Charity	Sign Up for Special Offers	
			Go Daddy Scoop		<input type="text" value="Email Address"/>	<input type="button" value="Submit"/>

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WHOIS search results for:
EASTSIDESOCIALCLUB.ORG
 (Registered)

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 Created on: 24-Jun-09
 Expires on: 24-Jun-12
 Last Updated on: 23-Jun-11

Administrative Contact:
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