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

Proceeding	91199656
Party	Plaintiff BOUNCING BEAR BOTANICALS, INC., BRADMILLER
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Submission	Motion to Suspend for Civil Action
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Attachments	Motion to Suspend.pdf ( 2 pages )(140237 bytes ) Motion to Suspend - Exhibit 1.pdf ( 136 pages )(16401313 bytes )

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD  
Serial No. 85/057,245

BOUNCING BEAR BOTANICALS, INC. )  
AND BRAD MILLER, )  
Opposers, )  
vs. ) Opposition No. 91199656  
)  
KTW ENTERPRISES, LTD., ) MOTION TO SUSPEND  
) FOR CIVIL ACTION  
Applicant. )  
\_\_\_\_\_)

COME NOW Opposers Bouncing Bear Botanicals, Inc. and Brad Miller and move the Trademark Trial and Appeal Board to suspend proceedings in this Opposition. In support of their motion, Opposers submit the following:

1. Opposers filed their Notice of Opposition in this matter on May 4, 2011.
2. Applicant filed an Answer to the Opposition on June 13, 2011.
3. Opposers noted in their Notice of Opposition the existence of a related proceeding, i.e., a civil action filed by Opposers on November 10, 2010 in the United States District Court for the District of Kansas against Applicant and others regarding Opposers' rights in the mark K2 (Case No. 10-CV-4138-KHV-KMH) (the "Civil Action"). A copy of the complaint filed in the Civil Action is attached hereto as Exhibit 1.

4. The Civil Action asserted against Applicant, among other claims, claims for unfair competition and false advertising under 15 U.S.C. § 1125(a), trademark dilution under 15 U.S.C. § 1125(c), and trademark cyberpiracy in violation of 15 U.S.C. § 1125(d).

5. The Civil Action involves issues in common with those in this Opposition, and the final determination of the Civil Action may therefore have a bearing on the issues before the Board.

6. Pursuant to 37 C.F.R. § 2.117(a), whenever it shall come to the attention of the Board that a party or parties to a pending case are engaged in a civil action which may have a bearing on the case, proceedings before the Board may be suspended until termination of the civil action.

7. WHEREFORE, for the foregoing reasons, Opposers request that the Board suspend proceedings in this Opposition until termination of the Civil Action.

Respectfully submitted,

BOUNCING BEAR BOTANICALS, INC.  
BRAD MILLER

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#### **CERTIFICATE OF FILING AND SERVICE**

I hereby certify that I electronically filed the foregoing this 16th day of June, 2011, with the Trademark Trial and Appeal Board using the ESTTA filing system of the U.S. Patent and Trademark Office.

I hereby certify that I duly served the foregoing this 16th day of June, 2011 upon the Applicant and Applicant's Attorney of Record by mailing a copy thereof via the U.S. Postal Service in a sealed envelope as first-class mail, postage prepaid, addressed to:

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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF KANSAS

BOUNCING BEAR BOTANICALS, INC., )  
JONATHAN SLOAN, AND )  
BRAD MILLER, )  
 )  
Plaintiffs, )  
vs. )  
 )  
KTW ENTERPRISES, LTD., )  
RYAN SCOTT (ALSO KNOWN AS BO SCOTT), )  
AND ALEX DIMOV (DOING BUSINESS AS )  
ALLEGRAND ENTERPRISES), )  
Defendants. )  
\_\_\_\_\_ )

Case No. 10-CV-4138-MLB/KMH

**COMPLAINT**

COME NOW, Plaintiffs, by and through their attorneys, Stevens & Brand, L.L.P., and for their complaint state as follows:

**PARTIES**

1. Plaintiff Bouncing Bear Botanicals, Inc. (“BB”) is a corporation duly organized under the laws of the state of Kansas, with its principal place of business in Lawrence, Kansas.
2. Plaintiff Jonathan Sloan is an individual residing in Lawrence, Kansas, and is the president and sole shareholder of BB.
3. Plaintiff Brad Miller is an individual residing in Innsbrook, Missouri.
4. Defendant KTW Enterprises, Ltd. (“KTW”) is an Oregon corporation conducting business in this district and elsewhere. Its registered agent is Ryan Scott, 3857 Bass Lane, Lake Oswego, Oregon.

5. On information and belief, Defendant Ryan Scott, also known as Bo Scott, is an officer of and directs the operations of KTW (or, alternatively, Defendant KTW and Defendant Scott are alter egos), and resides at 3857 Bass Lane, Lake Oswego, Oregon. See Exhibit A1 (post office address confirmation).

6. On information and belief, Defendant Alex Dimov does business as Allegrand Enterprises in this district and elsewhere, has a business address of P.O. Box 364654, North Las Vegas, Nevada, and resides at 4132 Laurel Hill Dr., North Las Vegas, Nevada. See Exhibit A2 (post office address confirmation).

### **JURISDICTION AND VENUE**

7. This Court has jurisdiction over the Lanham Act claims set forth below by virtue of 15 U.S.C. § 1121, 28 U.S.C. § 1331 and 28 U.S.C. § 1338(a), and over other claims set forth below by virtue of 28 U.S.C. § 1338(b) and pendent jurisdiction. Additionally, jurisdiction in this matter is invoked under 28 U.S.C. § 1332, diversity of citizenship. The matter in controversy exceeds the sum of \$75,000, exclusive of interest and costs. The Court has supplemental jurisdiction over the claims based on Kansas law pursuant to 28 U.S.C. § 1367.

8. Venue is proper in this district under 28 U.S.C. § 1391(b) and (c) because a substantial part of the events giving rise to this action occurred in this district and the Defendants are doing business and/or reside in this district.

### **STATEMENT OF FACTS**

9. Plaintiffs created, produced and distributed certain incense products of a proprietary nature having unique herbal and affective properties (the "Original Incense Products"). The Original Incense Products are of a particular design and quality that are relatively low cost and are sold to consumers throughout the United States and world (with certain exclusions mentioned below).

10. Plaintiffs created and began using the trademark "K2" (the "Word Mark") in connection with the Original Incense Products in March 2009. Plaintiffs began using the Word

Mark in interstate commerce in March 2009 when they first distributed the Original Incentive Products in packaging bearing the Word Mark to customers throughout the United States. Plaintiffs have continued to use the Word Mark in interstate commerce since that time, personally and/or through licensees and sublicensees.

11. The Word Mark was originally an arbitrary designation for the Original Incentive Products, but one which carries with it certain suggestive connotations.

12. Upon the creation of the Original Incentive Products, Plaintiffs caused to be created the design of various graphics and logos incorporating the Word Mark (the "Design Marks"). (The Word Mark and Design Marks are referred to collectively herein as the "Trademarks"). Plaintiffs began using the Design Marks in connection with the Original Incentive Products in interstate commerce in April, 2009 when they first distributed the Original Incentive Products in packaging bearing the Design Marks to customers throughout the United States. Plaintiffs have continued to use the Design Marks in interstate commerce since that time, personally and/or through licensees and sublicensees. See Exhibit B (drawings of the Trademarks).

13. The Design Marks, as used in the packaging of the Original Incentive Products, have a particular impact on the eye, carry suggestive and particular connotations to the brain, and constitute trade dress.

14. Plaintiffs lawfully marketed the Original Incentive Products throughout the United States and abroad through great effort and expense in order to create name recognition and market value for the Original Incentive Products and Trademarks. Such efforts have brought attention upon Plaintiffs, and accompanying direct and indirect costs.

15. Plaintiffs have registered domain names for the Original Incentive Products. Plaintiff BB registered the domain names k2smokeblend.com and k2blend.com on May 3, 2009. Plaintiff BB, doing business as K2 Botanicals, registered the domain name k2botanicals.com on May 15, 2009. Plaintiff BB registered the domain name k2blends.com on

July 17, 2009. See Exhibit C (registration receipts). Plaintiff Miller currently owns the following domain names/websites: k2botanicals.com, k2authentic.com, jaguarbrandk2.com, k2authenticincense.com, k2botanicalincense.com, k2classic.com, k2genuine.com, k2kush.com, k2original.com, k2peruviangold.com, originalk2incense.com, and worldsbestk2.com.

16. Plaintiffs' marketing efforts have resulted in a market and customers who have been conditioned and otherwise associate the Trademarks with the Original Incense Products.

17. Plaintiffs have granted non-exclusive licenses to use the Trademarks to several individuals and entities in the United States.

18. Plaintiffs and/or their licensees and sublicensees have offered goods under the Trademarks nationally since March 2009 and the Trademarks are well-known throughout the United States.

19. Plaintiffs used the Trademarks to promote K2 at the CHAMPS trade show on August 10-13, 2009 in Las Vegas, Nevada. See Exhibit D (photograph of Plaintiffs' trade show booth).

20. Plaintiffs granted a non-exclusive license to use the Trademarks to an Argentinean business, Inca Tea, on or about September, 2009. Inca Tea used the Trademarks to market the Original Incense Products overseas. Inca Tea took orders for the Original Incense Products, which orders were filled by Plaintiffs. Plaintiffs also transferred the k2smokeblend.com, k2blend.com, k2botanicals.com and k2blends.com domain names to Inca Tea on or about September, 2009.

21. In March 2010, Plaintiffs granted a non-exclusive license to use the Trademarks to Driftwood Distributing, Inc, an Indiana corporation. On July 20, 2010, Driftwood Distributing, Inc. granted a non-exclusive sublicense to use the Trademarks to Driftwood Enterprises, Inc., an Indiana corporation. Driftwood Enterprises, Inc. continues to use the Trademarks in interstate commerce.

22. Defendant Dimov entered the incense market by doing business with Plaintiffs. Dimov was a wholesale customer of Plaintiffs from at least as early as September 2009 until December 2009, purchasing Original Incense Products from BB which were designated, ordered, shipped and delivered with the Trademarks. See Exhibit E (emails from Dimov ordering K2 from Plaintiffs). In January 2010, Dimov ordered Original Incense Products from Henry Rankovic, which order was actually filled by Plaintiff BB. See Exhibit F (receipt for shipment from BB to Rankovic).

23. Defendant Scott entered the incense market by doing business with Plaintiffs. Defendant Scott was a wholesale customer of Plaintiffs from December 2009 until February 2010. Scott first purchased the Original Incense Products from Plaintiffs by telephone calls to Plaintiffs in Kansas in December 2009, and later purchased the Original Incense Products from Plaintiffs by email. See Exhibit G. The Original Incense Products Scott purchased from Plaintiffs were designated, ordered, shipped and delivered with the Trademarks.

24. In an email to Plaintiffs dated January 30, 2010, Defendant Scott ([boscott270@gmail.com](mailto:boscott270@gmail.com)) referred to incense products of Plaintiffs' competitors as "fake K2." See Exhibit H.

25. In late 2009, Plaintiffs and Defendant Dimov discussed Plaintiffs' possible assignment or license of the Word Mark to Dimov.

26. On January 22, 2010, Defendant Dimov ([allegrand@cox.net](mailto:allegrand@cox.net)) sent an email to Plaintiff Sloan stating, among other things, that "K2 is 100% yours" and "we both know before You [sic] there was no K2." See Exhibit I.

27. On January 24, 2010, Defendant Dimov ([allegrand@cox.net](mailto:allegrand@cox.net)) sent an email to K2 Fire Shop ([info@k2fire.com](mailto:info@k2fire.com)) stating, among other things, that the "K2 brand name is [Plaintiff] Jon [Sloan]'s." See Exhibit J.

28. On January 27, 2010, after Plaintiffs had decided not to assign or license the Word Mark to Defendant Dimov, Plaintiffs received a letter from an attorney for Dimov. In the

letter, Dimov's attorney alleged that Plaintiffs breached an agreement "to sell [Dimov] the distribution name rights of the K2 products." See Exhibit K. Plaintiffs did not respond to the letter, and received no more correspondence from Dimov's attorney.

29. On January 31, 2010, Plaintiff Sloan received from Defendant Dimov ([allegrand@cox.net](mailto:allegrand@cox.net)) an email in which Dimov admitted that Plaintiff began selling K2 before Dimov did. See Exhibit L.

30. Plaintiffs' Trademarks and Original Incense Products have received extensive national and local publicity in the press (including television and newspaper) and various other forms of media since at least as early as November, 2009, and continue to receive extensive national press coverage and media exposure. The Trademarks are well-known throughout the United States.

31. Defendant Scott incorporated KTW Enterprises, Ltd. under Oregon law on February 2, 2010.

32. On or about February, 2010, Defendants began to independently market, sell and distribute incense products similar to the Original Incense Products (the "Imitation Incense Products") under the Word Mark and Design Marks. The Imitation Incense Products are different in quality from the Original Incense Products and contain different ingredients.

33. The word mark used by Defendants in connection with the Imitation Incense Products is identical to Plaintiffs' Word Mark. As such, it is identical in appearance, pronunciation, and suggestion.

34. The design marks used by Defendants in connection with the Imitation Incense Products are identical to Plaintiffs' Design Marks. As such, they are identical in appearance, pronunciation, the verbal translation of the picture and design, and suggestion.

35. Defendants' exact duplication and use of the Trademarks reveal that Defendants' actions and efforts described herein were intentional and confuse consumers.

36. Defendants have used the Trademarks prominently in their advertising and to market to Plaintiffs' customers.

37. Defendants do not purchase the Imitation Incense Products from any of the Plaintiffs.

38. Defendants' use of the Trademarks has been without the consent/permission of any of the Plaintiffs.

39. Defendants have registered the domain names and operate the websites k2incense.org, k2wholesale.com, k2verified.org, k2-incense.com, k2incenseblend.com, herbalk2incense.com, k2cafe.com, and k2fire.com. Defendants operate interactive websites offering products called "K2 Sex," "K2 Solid Sex on the Mountain" and "K2 Sky" specifically for sale in the state of Kansas. The websites advertise "new K2 products" as "Legal in ALL 50 US States (including Kansas and North Dakota)" and as "Legal Everywhere in the world, including Kansas, UK, etc." At [www.k2-incense.com](http://www.k2-incense.com), Defendants state: "HELP US DISTRIBUTE [THE NEW K2 PRODUCTS] & BECOME THE NEXT MILLIONAIRE IN YOUR TOWN WITHIN A MONTH! HELP US FLOOD RUSSIA, UK, KANSAS, LOUISIANA, KENTUCKY WITH OUR NEW PRODUCTS!" See Exhibit M.

40. On June 8, 2010, Defendant KTW filed an application with the U.S. Patent and Trademark Office to register the Word Mark. In the application, KTW falsely claimed to be the owner of the Word Mark and stated that no other person had the right to use the Word Mark in commerce. KTW, which was not incorporated until February 2, 2010, falsely stated in the application that it had begun using the Word Mark in commerce no later than March 27, 2009. See Exhibit N (trademark application, including specimens of mark).

41. Defendants personally know of Plaintiffs' rights in the Trademarks. On June 25, 2010, counsel for Plaintiffs sent a letter to Defendants' counsel demanding that Defendant KTW withdraw its application to register the Word Mark and that Defendants discontinue use of the Word Mark. See Exhibit O. Defendants refused.

42. In July 2010, Defendant Scott asked Inca Tea to assign the Trademarks and related trade dress to Scott by signing an Intellectual Property Assignment Agreement and Royalty Agreement. Scott had signed the documents and dated them July 14, 2010. See Exhibit P. Defendants therefore did not attempt to obtain ownership of the Trademarks until after KTW had filed a trademark application asserting that it already owned the Word Mark.

43. As a mere non-exclusive licensee of Plaintiffs, Inca Tea did not own the Trademarks and did not have the right to transfer the Trademarks to Defendants.

44. Defendants misrepresent the origin of the Word Mark, claiming that they are the “original and only manufacturer of authentic K2” and that they are the only “owner of the K2 incense brand name.” Such misrepresentations seek to take advantage of Plaintiffs’ Trademarks, marketing and other efforts in creating a market for the Original Incense Products. See Exhibit Q (examples of Defendants’ website advertising).

45. The Imitation Incense Products are substantially similar to the Original Incense Products, but are inferior in design and quality to the Original Incense Products.

46. Defendants are able to sell the Imitation Incense Products by misappropriating the Trademarks.

47. Consumers are confused as to the origin of the Imitation Incense Products, and are led to believe that the Imitation Incense Products are the Original Incense Products.

48. Defendants have made false and defamatory statements about Plaintiffs on various websites, claiming that Plaintiffs are guilty of counterfeit, fraud, misrepresentation and criminal activity. See Exhibit R.

49. Plaintiffs BB and Miller filed an application to register the Word Mark with the U.S. Patent and Trademark Office on August 6, 2010. See Exhibit S1. As stated in the application, Plaintiffs BB and Miller are the owners of the Word Mark, and were the first parties to use the Word Mark in connection with the sale of incense.

50. On October 1, 2010, BB obtained a Kansas trademark registration on the Mark. See Exhibit S2.

51. On October 4, 2010, Merlene Miller placed an order for “K2 Solid Sex on the Mountain” at Defendants’ website, k2incense.org.

52. On October 4, 2010, Defendants shipped an order of “K2 Solid Sex on the Mountain” to Merlene Miller in Lawrence, Kansas. See Exhibit T (email order confirmations). The order was shipped from P.O. Box 364654, North Las Vegas, Nevada. See Exhibit U (email shipping confirmation and photocopies of mailing envelope and product package). The U.S. Postal Service lists the holder of P.O. Box 364654 as Allegrand Enterprises. See Exhibit V (U.S. Postal Service boxholder confirmation). Miller received the shipment in Lawrence, Kansas on or about October 12, 2010.

53. Despite actual knowledge of Plaintiffs’ rights in the Trademarks, Defendants are still actively involved with the continued willful infringement of such rights and other unlawful acts complained of herein.

54. As a result of personally directing the infringing activities, Defendant Scott is jointly and severally liable with Defendant KTW for the judgment to be rendered.

55. All of the above paragraphs are incorporated into each Count below.

**CLAIMS**

**COUNT I**

**Violation of 15 U.S.C. § 1125(a)**

**Federal Unfair Competition and False Advertising**

56. Defendants’ use of copies of the Trademarks in interstate commerce without the consent of Plaintiffs, for the purpose of manufacturing and/or selling counterfeit and infringing merchandise, has caused and continues to cause confusion, mistake, and deception in the minds of the public.

57. The misappropriation of the Trademarks by Defendants on and in connection with goods substantially identical or similar to those of Plaintiffs is part of a deliberate plan to trade on the valuable goodwill established in the Trademarks. With knowledge of Plaintiffs' ownership of the Trademarks, and with the deliberate intention to unfairly benefit from the goodwill generated thereby, the actions of Defendants have been carried out in willful disregard of Plaintiffs' rights.

58. Defendants' foregoing use of copies of the Trademarks is a use in interstate commerce of words and/or symbols, a false designation of origin, and/or a false description or representation. Such use has misled and deceived, and will continue to mislead and deceive, the public as to the origin of Defendants' goods, and has caused the public to mistakenly believe that Defendants' business activities and goods originate from, are sponsored by, or are in some way associated with Plaintiffs. By imitating, counterfeiting, and infringing Plaintiffs' Trademarks in interstate commerce, Defendants have violated 15 U.S.C. § 1125(a).

59. Defendants' actions described above have resulted in profits to Defendants and have thereby deprived Plaintiffs of revenue to which they are entitled.

60. Defendants' unauthorized use of the Trademarks on goods substantially similar to those of Plaintiffs was and is being conducted with full knowledge of Plaintiffs' rights. Thus, Defendants have willfully infringed and are infringing such rights in violation of 15 U.S.C. § 1125(a).

61. By reason of the foregoing, Plaintiffs have been injured in an amount not yet ascertained and are entitled to the remedies provided for in 15 U.S.C. § 1116 *et seq.*

## COUNT II

### Violation of 15 U.S.C. § 1125(c)

#### Federal Trademark Dilution

62. Plaintiffs' Trademarks have been famous and distinctive from at least as early as November, 2009.

63. Defendants' use of the Trademarks in interstate commerce has been for their own commercial gain.

64. Defendants began using the Trademarks after the Trademarks became famous.

65. Defendants' use of the Trademarks in connection with the counterfeit and infringing merchandise dilutes (and presents a likelihood of dilution of) the distinctive quality and value of and tarnishes the public image of the Trademarks, and harms the reputation of Plaintiffs.

66. Defendants adopted and are displaying the Trademarks with full knowledge of Plaintiffs' rights to their famous marks and with the willful intention to trade on Plaintiffs' reputation as embodied in the Trademarks or to cause dilution of the Trademarks. Thus, Defendants have willfully violated Plaintiffs' rights under 15 U.S.C. § 1125(c).

67. By reason of the foregoing, Plaintiffs have been injured in an amount not yet ascertained and are entitled to the remedies provided for in 15 U.S.C. §§ 1117, 1118, and 1125(c).

### COUNT III

#### Violation of U.S.C. § 1125(a)

#### Federal Trade Dress Infringement

68. Defendants' use of exact copies of the Design Marks in interstate commerce without the consent of Plaintiffs, for the purpose of manufacturing and/or selling counterfeit and infringing merchandise, has caused and continues to cause confusion, mistake, and deception in the minds of the public.

69. Plaintiffs' Design Marks, which constitute trade dress, are inherently distinctive and have acquired secondary meaning, i.e., consumer association of the dress with a single source.

70. Plaintiffs' Design Marks as used in packaging are nonfunctional.

71. By imitating, counterfeiting, and infringing Plaintiffs' trade dress in interstate commerce, Defendants have violated 15 U.S.C. § 1125(a).

72. Defendants' actions described above have resulted in profits to Defendants and have thereby deprived Plaintiffs of revenue to which they are entitled.

73. Defendants' unauthorized use of Plaintiffs' trade dress on goods substantially identical or similar to those of Plaintiffs was and is being conducted with full knowledge of Plaintiffs' rights. Thus, Defendants have willfully infringed and are infringing such rights in violation of 15 U.S.C. § 1125(a).

74. By reason of the foregoing, Plaintiffs have been injured in an amount not yet ascertained and are entitled to the remedies provided for in 15 U.S.C. § 1116 *et seq.*

#### COUNT IV

##### Violation of U.S.C. § 1125(d)

##### Federal Trademark Cyberpiracy

75. The Word Mark has been famous and distinctive from at least as early as November 2009.

76. Defendants have registered and used the domain names k2incense.org, k2wholesale.com, k2verified.org, k2-incense.com, k2incenseblend.com, herbalk2incense.com, k2cafe.com, and k2fire.com with the bad faith intent to profit from the use of the Word Mark.

77. Defendants' use of domain names that are confusingly similar to the Word Mark is likely to cause consumers mistakenly to believe that the k2incense.org, k2wholesale.com, k2verified.org, k2-incense.com, k2incenseblend.com, herbalk2incense.com, k2cafe.com, and k2fire.com websites are sponsored or approved of by Plaintiffs, or that k2incense.org, k2wholesale.com, k2verified.org, k2-incense.com, k2incenseblend.com, herbalk2incense.com, k2cafe.com, and k2fire.com are otherwise affiliated with or have obtained permission from Plaintiffs. Defendants' use of these domain names incorporating "K2" is also dilutive of Plaintiffs' Word Mark.

78. By engaging in the activities described above, Defendants are engaging in cyberpiracy in connection with products distributed in interstate commerce in violation of 15 U.S.C. § 1125(d).

79. By reason of the foregoing, Plaintiffs have been injured in an amount not yet ascertained and are entitled to the remedies provided for in 15 U.S.C. § 1125(d).

#### COUNT V

##### Unfair Competition

80. Defendants' use of copies of the Trademarks constitutes passing off, infringement and misappropriation of the Trademarks actionable under the law of unfair competition.

81. Defendants' individual acts as pleaded above taken together create a cumulative effect that adds up to unfair competition and shows Defendants' bad intent.

82. By reason of the foregoing, Plaintiffs have been injured in an amount not yet ascertained, and are entitled to monetary and equitable remedies.

#### COUNT VI

##### Misappropriation

83. Plaintiffs invested substantial time, effort and money in creating, developing and popularizing the Trademarks.

84. Defendants appropriated the fruits of Plaintiffs' labor at little or no cost, and Defendants passed off their product as the "original" and only "authentic" K2 manufactured and sold by Plaintiffs.

85. By reason of the foregoing, Plaintiffs have been injured in an amount not yet ascertained, and are entitled to monetary and equitable remedies.

#### COUNT VII

##### Defamation

86. Defendants have made false and defamatory statements about Plaintiffs to third persons by means of comments posted on various websites, including websites operated by Defendants, claiming that Plaintiffs are guilty of counterfeit, fraud, misrepresentation and criminal activity.

87. Defendants' statements were made with actual malice and the specific intent to injure Plaintiffs.

88. Defendants' defamatory statements about Plaintiffs have harmed Plaintiffs' business and personal reputations.

89. By reason of the foregoing, Plaintiffs have been injured in an amount not yet ascertained, and are entitled to monetary and equitable remedies.

#### COUNT VIII

##### Violation of K.S.A. § 81-213

##### Revised Kansas Trademark Act (Trademark Infringement)

90. Plaintiff BB validly registered the Word Mark in Kansas on October 1, 2010.

91. Defendants use a mark identical to the Word Mark in internet marketing in this state.

92. On October 4, 2010, Defendants shipped to Merlene Miller in Lawrence, Kansas a product called K2, the packaging of which bore a copy of the Word Mark.

93. Defendants have used, without the consent of BB, a reproduction, counterfeit, or copy of the Word Mark in connection with the sale, distribution, offering for sale, or advertising of goods in connection with which such use is likely to cause confusion or mistake or to deceive as to the source of origin of such goods.

94. Defendants have reproduced, counterfeited, or copied the Word Mark and applied such reproduction, counterfeit or copy to labels, packages, wrappers and advertisements intended to be used upon or in connection with the sale or other distribution in this state of such goods.

95. Defendants' acts were committed with the intent to cause confusion or mistake or to deceive. Defendants willfully intended to trade on Plaintiffs' reputation or to cause dilution of the famous mark, and Plaintiffs are therefore entitled to the remedies set forth in K.S.A. § 81-215. Such remedies include an injunction to restrain the manufacture, use, display and sale of counterfeits or imitations of the Trademarks, and all profits derived from or all damages suffered by reason of such wrongful manufacture, use, display, or sale.

96. Defendants committed their wrongful acts with knowledge or in bad faith, and Plaintiffs are therefore entitled to an amount not to exceed three times such profits or damages.

#### COUNT IX

##### Violation of K.S.A. § 81-214

##### Revised Kansas Trademark Act (Trademark Dilution)

97. Plaintiffs' Trademarks are distinctive and famous according to a number of factors, including, but not limited to, the degree of acquired distinctiveness of the Trademarks in this state; the duration and extent of use of the Trademarks in connection with the goods with which the Trademarks have been used; the duration and extent of publicity of the Trademarks in this state; the geographical extent of the trading area in which the Trademarks are used; the channels of trade for the goods with which the Trademarks are used; the degree of recognition of the Trademarks in the trading areas and channels of trade in this state used by Plaintiffs and Defendants; the nature and extent of use of the same or similar marks by third parties; and the fact that the Word Mark is the subject of a state registration in this state.

98. As owners of a famous mark, Plaintiffs are entitled to an injunction against Defendants' commercial use of the Trademarks, as such use began after the Trademarks became famous and caused dilution of the distinctive quality of the Trademarks.

99. Defendants willfully intended to trade on Plaintiffs' reputation or to cause dilution of the Trademarks, and Plaintiffs are therefore entitled to the remedies set forth in K.S.A. § 81-

215. Such remedies include an injunction to restrain the manufacture, use, display and sale of counterfeits or imitations of the Trademarks, and all profits derived from or all damages suffered by reason of such wrongful manufacture, use, display, or sale.

100. Defendants committed their wrongful acts with knowledge or in bad faith, and Plaintiffs are therefore entitled to an amount not to exceed three times such profits or damages.

#### COUNT X

##### Interference with Prospective Business Advantage and Business Expectancies

101. Plaintiffs and their licensees and sublicensees have been in the incense market, and have expected to continue selling Original Incense Products to customers.

102. Defendants have known of Plaintiffs' relationships and expectancies due to Defendants' prior dealings with Plaintiffs.

103. Defendants have intentionally misappropriated the Trademarks and personally profited from their use, directly interfering with the Plaintiffs' business relationships and expectancies which, but for the Defendants' conduct, the Plaintiffs were reasonably certain would have continued in the future.

104. Defendants, through improper or illegal means, intentionally induced or attempted to induce a breach of these contractual or prospective business relationships by contacting customers of Plaintiffs and the Original Incense Products market and interfering with those relationships, without justification.

105. Defendants acted with either an evil motive or with a reckless indifference to Plaintiffs' rights.

106. As a direct and proximate result of Defendants' activities, Plaintiffs have been damaged in the form of lost sales, a watered down market, and other damages.

#### COUNT XI

##### Injunctive Relief

107. Plaintiffs are the owners of the Trademarks, have a protectable interest in them, and have not authorized Defendants to use them.

108. Defendants are engaging in the unauthorized use of the Trademarks by placing them in and on their product and by using them in marketing and sales efforts.

109. Because Defendants have appropriated exact copies of the Trademarks, Defendants' use of the Trademarks is likely to and actually does cause confusion among the general public and those purchasing the products.

110. Plaintiffs are substantially likely to prevail on the merits of the claims asserted herein against Defendants.

111. Plaintiffs have no adequate remedy at law and will be irreparably harmed if an injunction is not entered against Defendants because, *inter alia*:

- a. monetary damages alone are not an adequate remedy to deter Defendants from impermissibly using the Trademarks and associating them with goods which are not of the same or comparable quality or blend as the Original Incense Products;
- b. the damages Plaintiffs will suffer by Defendants' actions will be difficult to measure, cannot be fully redressed by a monetary award, and cannot be fully repaired by paying monetary damages;
- c. the balance of the harms favors entry of an injunction against Defendants -- greater harm will occur to Plaintiffs if an injunction is not issued than will occur to Defendants if enjoined as requested; and
- d. the public interest will be harmed if Defendants are permitted to misrepresent the products in commerce and mislead consumers as to their source, characteristics and quality.

COUNT XII

Declaratory Judgment

112. Defendants have asserted a right to use the Trademarks in commerce, as exemplified by their product labeling, marketing, websites, trademark application, and general use of the Trademarks in connection with the Imitation Incense Products.

113. There is a genuine dispute among the parties as to the ownership of the Trademarks, specifically whether Defendants have misappropriated them, are authorized to otherwise use them on their products and in their marketing, and are authorized to register them as Defendants' trademarks.

114. Plaintiffs request that the Court declare the rights and other legal relations between the parties in this case concerning the Trademarks, along with all other necessary or proper relief based on the declaratory judgment or decree.

### COUNT XIII

#### Unjust Enrichment

115. Plaintiffs performed and provided significant and material work and effort in creating the Trademarks and their value.

116. Defendants knew, or should have known, of the benefit being conferred by Plaintiffs.

117. Defendants have been unjustly enriched by the labor, work and effort of Plaintiffs, for which Defendants have not paid.

118. Plaintiffs are entitled to judgment against Defendants, and each of them, for the benefit conferred upon Defendants.

### RELIEF REQUESTED

WHEREFORE, Plaintiffs pray that this Court enter judgment in their favor against Defendants, jointly and severally, as follows:

A. That Plaintiffs are the owners of the entire right, title, and interest in and to the Trademarks.

B. That Plaintiffs' rights in the Trademarks are valid, enforceable, and have been infringed by Defendants, and that Defendants have violated relevant federal and state laws and regulations.

C. That Defendants, their agents, servants, employees, attorneys and all persons in active concert or participation with them, be preliminarily and permanently enjoined and restrained from: (1) using the Trademarks and other designations, designs, and indicia which are likely to cause confusion, mistake, or deception with respect to Plaintiffs' rights; (2) diluting the distinctive quality of Plaintiffs' Trademarks; (3) further acts of cyberpiracy; and (4) otherwise infringing rights in the Trademarks, and competing unfairly with Plaintiffs.

D. That Plaintiffs' application for federal registration of the Trademarks should be approved, and that Defendant KTW's application for federal trademark registration should be denied.

E. That Defendants willfully infringed Plaintiffs' rights.

F. That Defendants be required to pay to Plaintiffs such damages, statutory or otherwise, together with prejudgment interest thereon, as Plaintiffs have sustained as a consequence of Defendants' wrongful acts, and to account for and return to Plaintiffs any money, profits, and advantages wrongfully gained by Defendants.

G. That all damages sustained by Plaintiffs be trebled pursuant to 15 U.S.C. § 1117 and K.S.A. § 81-215.

H. That Defendants be required to pay to Plaintiffs attorneys' fees, expenses, and costs incurred in this action as provided in 17 U.S.C. § 505 and 15 U.S.C. § 1117.

I. That Defendants deliver up for impoundment during the pendency of this action, and for destruction and/or discontinuance upon entry of judgment, all products, packaging, labels, literature, advertising, websites and other materials which infringe Plaintiffs' rights, falsely designate source or origin, or otherwise facilitate Defendants' unfair competition with Plaintiffs.

J. That Defendants be directed to file with this Court and serve on Plaintiffs within thirty (30) days after the service of an injunction a written report under oath setting forth in detail the manner and form in which Defendants have complied with this injunction.

K. That Plaintiffs be granted such further relief as the Court may deem appropriate.

**JURY TRIAL DEMAND**

Plaintiffs request a jury trial on all questions of fact raised by their complaint.

**DESIGNATION OF PLACE OF TRIAL**

Plaintiffs designate Topeka, Kansas as the place of trial.

**PLAINTIFF'S RULE 7.1 STATEMENT**

Plaintiff, Bouncing Bear Botanicals, Inc., states that it has no parent corporation nor does a publicly held corporation own 10% or more of the stock in the company.

Respectfully submitted,

/s/ Rebecca J. Wempe  
Rebecca J. Wempe, #16875  
STEVENS & BRAND, L.L.P.  
900 Massachusetts St., Ste. 500  
P. O. Box 189  
Lawrence, KS 66044-0189  
(785) 843-0811 – Phone  
(785) 843-0341 – Fax  
[rwempe@stevensbrand.com](mailto:rwempe@stevensbrand.com)

/s/ Christopher F. Burger  
Christopher F. Burger, #16056  
STEVENS & BRAND, L.L.P.  
900 Massachusetts St., Ste. 500  
P. O. Box 189  
Lawrence, KS 66044-0189  
(785) 843-0811 – Phone  
(785) 843-0341 – Fax  
[cburger@stevensbrand.com](mailto:cburger@stevensbrand.com)

Postmaster  
Lake Oswego, OR 97034

Date 10/29/10

**REQUEST FOR CHANGE OF ADDRESS OR BOXHOLDER INFORMATION NEEDED FOR SERVICE OF LEGAL PROCESS**

Please furnish the new address or the name and street address (if a boxholder) for the following:

Name: Ryan Scott

Address: 3857 Bass Lane, Lake Oswego, OR 97034

**Note:** Only one request may be made per completed form. The name and last known address are required for change of address information. The name, if known and Post Office box address are required for boxholder information. The following information is provided in accordance with 39 CFR 265.6(d)(4)(ii). There is no fee charged for change of address or boxholder information.

1. Capacity of requester (process server, attorney, party representing self): attorney
2. Statute or regulation that empowers me to serve process (not required for attorney's or a party acting pro se—except a corporation acting pro se must cite statute):
3. The names of all known parties to the litigation: Jonathan Sloan; Brad Miller; Bouncing Bear Botanicals, Inc.; Ryan Scott; KTW Enterprises, Ltd.; Alex Dimov dba Allegrand Enterprises
4. The court in which the case has been or will be heard: U.S. District Court for the District of Kansas
5. The docket or other identifying number if one has been issued:
6. The capacity in which this individual is to be served (defendant or witness) defendant

**WARNING: THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).**

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in conjunction with actual or prospective litigation.

*Rebecca Wempe*  
Rebecca Wempe  
900 Massachusetts Ste 500  
Lawrence, KS 66044

**FOR POST OFFICE USE ONLY**

- No change of address on file
- Moved and left no forwarding address
- No such address

New Address or Boxholder Name and Street Address

\_\_\_\_\_

\_\_\_\_\_

*Name Good as addressed*



**EXHIBIT A1**

11-05-'10 11:24 FROM-STEVENS & BRAND,LLP 17858430341

T-869 P002/002 F-170

Postmaster  
North Las Vegas, NV 89032

Date 10/29/10

**REQUEST FOR CHANGE OF ADDRESS OR BOXHOLDER INFORMATION NEEDED FOR SERVICE OF LEGAL PROCESS**

Please furnish the new address or the name and street address (if a boxholder) for the following:

Name: Alex Dimov

Address: 4132 Laurel Hill Dr., North Las Vegas, NV 89032

Note: Only one request may be made per completed form. The name and last known address are required for change of address information. The name, if known and Post Office box address are required for boxholder information. The following information is provided in accordance with 39 CFR 265.6(d)(4)(ii). There is no fee charged for change of address or boxholder information.

1. Capacity of requester (process server, attorney, party representing self): attorney
2. Statute or regulation that empowers me to serve process (not required for attorney's or a party acting pro se—except a corporation acting pro se must cite statute):
3. The names of all known parties to the litigation: Jonathan Sloan; Brad Miller; Bouncing Bear Botanicals, Inc.; Ryan Scott; KTW Enterprises, Ltd.; Alex Dimov dba Allegrand Enterprises
4. The court in which the case has been or will be heard: U.S. District Court for the District of Kansas
5. The docket or other identifying number if one has been issued:
6. The capacity in which this individual is to be served (defendant or witness) defendant

**WARNING: THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).**

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in conjunction with actual or prospective litigation.

*Rebecca Wempe*  
Rebecca Wempe  
900 Massachusetts Ste 500  
Lawrence, KS 66044



- No change of address on file
- Moved and left no forwarding address
- No such address

New Address or Boxholder Name and Street Address

*good as addressed*

EXHIBIT A2

Document Description: **drawing**

Mail / Create Date: **06-Aug-2010**

[Previous Page](#)

[Next Page](#)

You are currently on page 1 of 1



# K2

[TDR Home](#)

This document may be displayed as a PDF file containing images without text. You may view online or save the entire document by clicking on the file download icon in the upper right corner of this page.

[required PDF viewer]

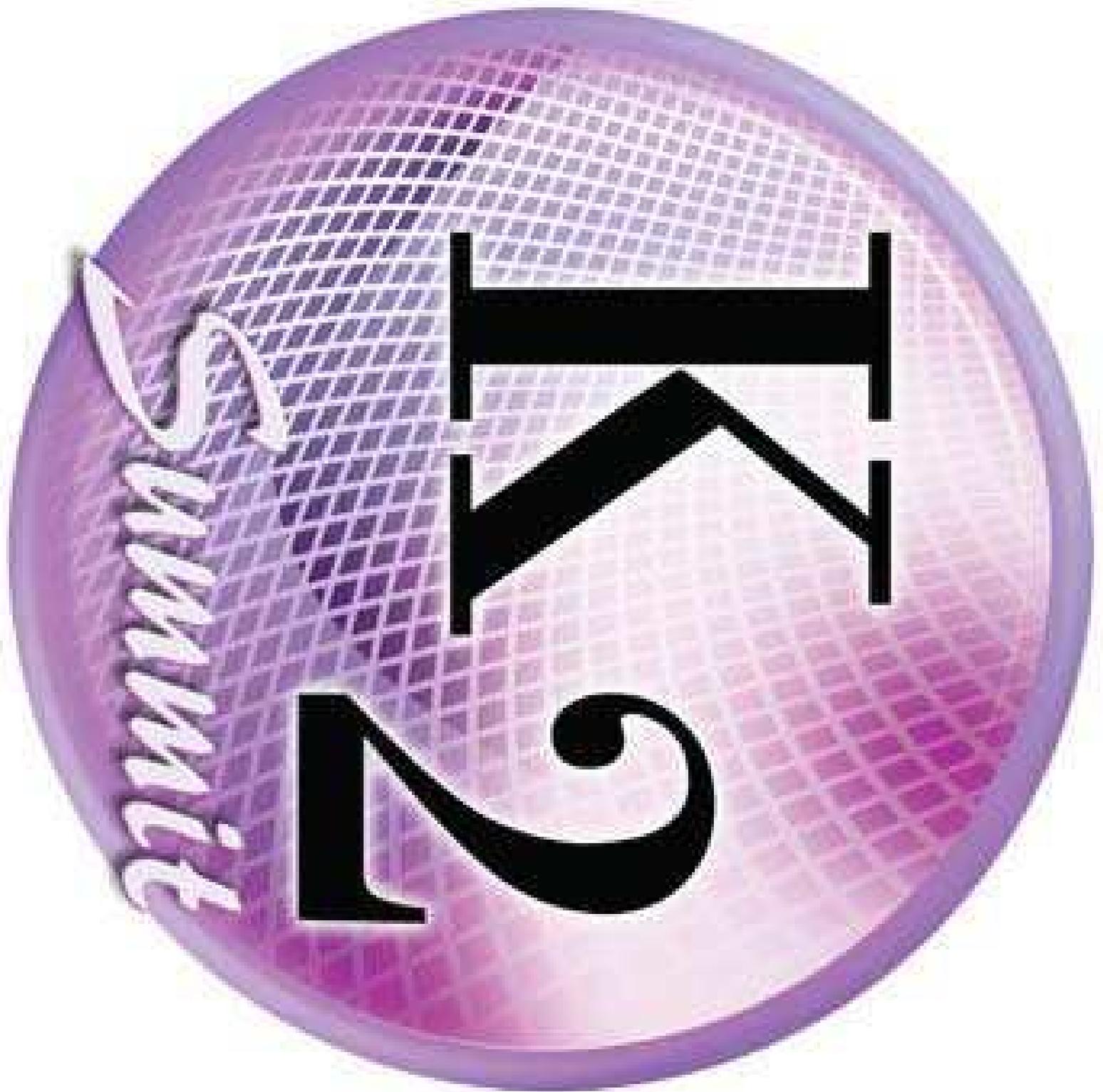
FAQ: Are you seeing only the first page of this PDF document?

*If you need help:*

- **General trademark information:** Please e-mail [TrademarkAssistanceCenter@uspto.gov](mailto:TrademarkAssistanceCenter@uspto.gov), or telephone either 571-272-9250 or 1-800-786-9199.
- **Technical help:** For instructions on how to use TDR, or help in resolving **technical** glitches, please e-mail [TDR@uspto.gov](mailto:TDR@uspto.gov). If outside of the normal business hours of the USPTO, please e-mail [Electronic Business Support](#), or call 1-800-786-9199.
- **Questions about USPTO programs:** Please e-mail [USPTO Contact Center \(UCC\)](#).

**NOTE:** Within any e-mail, please include your telephone number so we can talk to you directly, if necessary. Also, include the relevant serial number or registration number, if existing.

EXHIBIT      **B**











**GoDaddy.com, Inc.**

PRINT

Receipt#: 167435266

DATE: 5/3/2009 9:01:34 AM

Customer #: 788479

**Billing Information**

Jon Sloan  
 Bouncing Bear Botanicals  
 PO Box 1993  
 Lawrence, KS 66044  
 US  
 Daytime Phone: 7858560050  
 3164620550  
 Email: info@bouncingb.com

**Name:** Jon Sloan  
**Paid:** Visa (\$40.76)  
**Account Number:** #####4128

<u>Label</u>	<u>Name</u>	<u>Attributes</u>	<u>Unit Price</u>	<u>Today's Price</u>	<u>ICANN fee</u>	<u>Qty</u>	<u>Extra Disc.</u>	<u>Total Price</u>
102-1	.COM Domain Name Registration - 2 Years Domain: K2SMOKEBLEND.COM <a href="#">Show Domains</a>		\$21.38	\$19.98	\$ .40	1	\$ .00	\$20.38
102-1	.COM Domain Name Registration - 2 Years Domain: K2BLEND.COM <a href="#">Show Domains</a>		\$21.38	\$19.98	\$ .40	1	\$ .00	\$20.38

**Subtotal: \$40.76**  
**Shipping & Handling: \$ .00**  
**Tax: \$ .00**  
**Total (US Dollars): \$40.76**

**EXHIBIT C**

**GoDaddy.com, Inc.**

PRINT

Receipt#: 169603282

DATE: 5/15/2009 1:42:34 PM

Customer #: 788479

**Billing Information**

Jon Sloan  
 K2 Botanicals  
 PO Box 1993  
 Lawrence, KS 66044  
 US  
 Daytime Phone: 7858632202  
 3164620550  
 Email: info@bouncingb.com

**Name:** Jonathan Sloan  
**Paid:** MasterCard (\$40.36)  
**Account Number:** #####3764

<u>Label</u>	<u>Name</u>	<u>Attributes</u>	<u>Unit Price</u>	<u>Today's Price</u>	<u>ICANN fee</u>	<u>Qty</u>	<u>Extra Disc.</u>	<u>Total Price</u>
102-1	.COM Domain Name Registration - 2 Years Domain: K2BOTANICALS.COM <a href="#">Show Domains</a>		\$21.38	\$19.98	\$ .40	1	\$ .00	\$20.38
7001-1	Private Registration Services Length: 2 Year(s) Domain: K2BOTANICALS.COM <a href="#">Show Domains</a>		\$8.99	\$8.99	\$ .00	1	\$3.99	\$10.00
84-1	Business Registration Length: 2 Year(s) Domain: K2BOTANICALS.COM		\$4.99	\$4.99	\$ .00	1	\$ .00	\$9.98

**Subtotal: \$40.36**  
**Shipping & Handling: \$ .00**  
**Tax: \$ .00**

**Total (US Dollars): \$40.36**

**GoDaddy.com, Inc.**

PRINT

Receipt#: 180987445

DATE: 7/17/2009 11:35:33 AM

Customer #: 788479

**Billing Information**

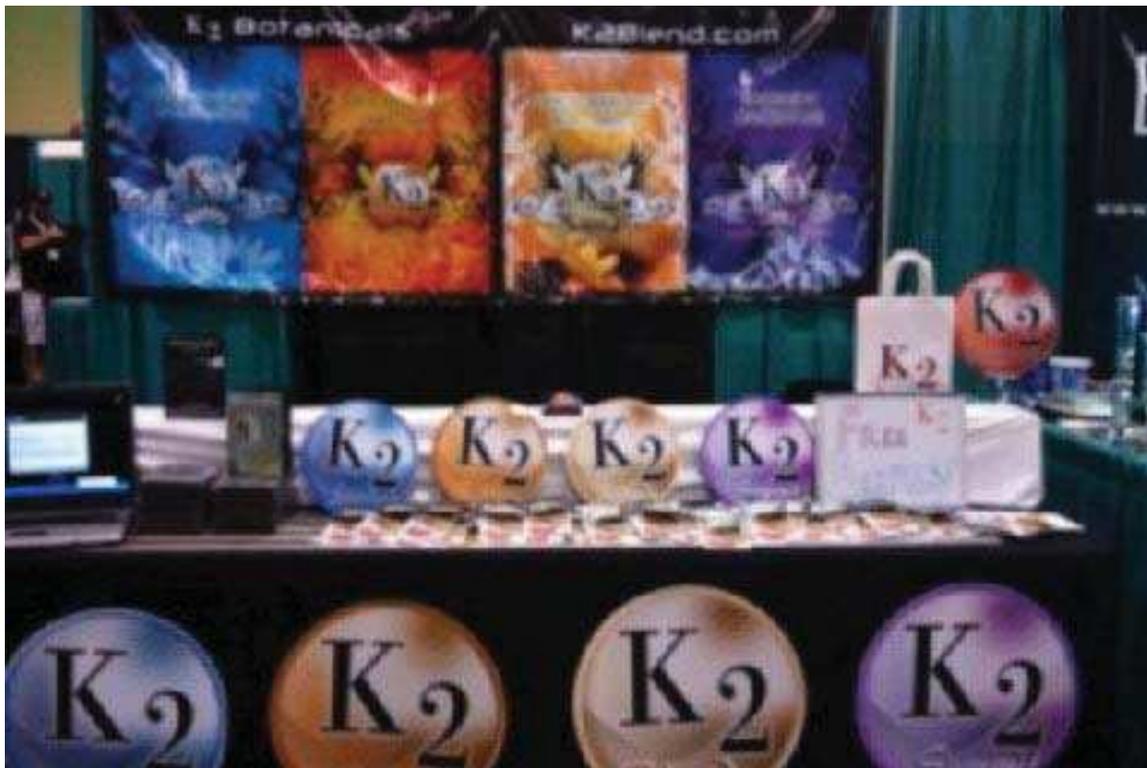
Jon Sloan  
 Bouncing Bear Botanicals  
 PO Box 1993  
 Lawrence, KS 66044  
 US  
 Daytime Phone: 7858632202  
 3164620550  
 Email: info@bouncingb.com

**Name:** Jon Sloan  
**Paid:** Visa (\$34.32)  
**Account Number:** #####4128

<u>Label</u>	<u>Name</u>	<u>Attributes</u>	<u>Unit Price</u>	<u>Today's Price</u>	<u>ICANN fee</u>	<u>Qty</u>	<u>Extra Disc.</u>	<u>Total Price</u>
102-1	.COM Domain Name Registration - 2 Years		\$21.38	\$19.98	\$ .36	1	\$ .00	\$20.34
	Domain: K2BLEND.S.COM							
	<input type="checkbox"/> Show Domains							
7001-1	Private Registration Services		\$8.99	\$8.99	\$ .00	1	\$2.00	\$13.98
	Length: 2 Year(s)							
	Domain: K2BLEND.S.COM							
	<input type="checkbox"/> Show Domains							

**Subtotal: \$34.32**  
**Shipping & Handling: \$ .00**  
**Tax: \$ .00**

**Total (US Dollars): \$34.32**



**From:** info bouncingbearbotanicals.com  
**Sent:** Tuesday, September 29, 2009 11:42 AM  
**To:** 'info@bouncingb.com'  
**Subject:** MO# 11278 Alle Grande Andie Gabaree

Andie Gabaree  
2881 Deep Creek Lane  
Las Vegas, NV 89115

**UPS OVERNIGHT**

allegrand@cox.net

**NO INVOICE IN PACKAGE**

1 Kilo K2 Blonde

**EXHIBIT\_ E**

**From:** AlleGrand [mailto:allegrand@cox.net]  
**Sent:** Friday, October 16, 2009 2:18 PM  
**To:** info bouncingbearbotanicals.com  
**Subject:** Re:

You must've missed my msg, here it is again:

"I'm only gonna sell Blonde till things settle down, I'm way understaffed to take on all the different kinds.

So please, mail me 1000 packages of K2 Blonde to Andie's Address, again, no invoice, no company name, charge it to the same card. However, please only charge me for 500 packages ( $\$2/g \times 3 + 0.30$  for packaging =  $\$6.30$  per pack) =  $\$3150$ . I'll pay you the rest, next week, Just bought a SHITLOAD of Maeng Da, so I'm broke. Please, have it delivered tomorrow!!!

Please, confirm, thank you."

**From:** [info\\_bouncingbearbotanicals.com](mailto:info_bouncingbearbotanicals.com)  
**Sent:** Friday, October 16, 2009 12:07 PM  
**To:** [AlleGrand](mailto:AlleGrand)  
**Subject:** RE:

1000 packs? You mean a kilo?

Please include this e-mail in any replies.

Best Regards,  
Jon  
[www.BouncingB.com](http://www.BouncingB.com)

American jurors have complete Constitutional authority to vote "not guilty" based on nothing more than a disagreement with the case, no matter the evidence - despite the judge's instructions. There is absolutely no obligation to vote "guilty" to arrive at a unanimous verdict. Get on a jury, stand your ground, and fulfill its other main purpose: to counteract abusive government and unjust lawsuits.

See [www.fija.org](http://www.fija.org)

Please adopt this as your own signature.

**From:** AlleGrand [mailto:allegrand@cox.net]  
**Sent:** Friday, October 16, 2009 2:06 PM  
**To:** info bouncingbearbotanicals.com

**Subject:** Re:

You got my order for 1000 packs of Blonde, I assume.. thanks.

**From:** [info@bouncingbearbotanicals.com](mailto:info@bouncingbearbotanicals.com)  
**Sent:** Friday, October 16, 2009 12:01 PM  
**To:** [AlleGrand](#)  
**Subject:** RE:

Sending people your way.

Please include this e-mail in any replies.

Best Regards,  
Jon  
[www.BouncingB.com](http://www.BouncingB.com)

American jurors have complete Constitutional authority to vote "not guilty" based on nothing more than a disagreement with the case, no matter the evidence - despite the judge's instructions. There is absolutely no obligation to vote "guilty" to arrive at a unanimous verdict. Get on a jury, stand your ground, and fulfill its other main purpose: to counteract abusive government and unjust lawsuits.

See [www.fija.org](http://www.fija.org)  
Please adopt this as your own signature.

**From:** [AlleGrand \[mailto:AlleGrand@cox.net\]](mailto:AlleGrand@cox.net)  
**Sent:** Friday, October 16, 2009 1:46 PM  
**To:** [info@bouncingbearbotanicals.com](mailto:info@bouncingbearbotanicals.com)  
**Subject:** Re:

I've everything in place to handle all K2 orders. I want to make some money!

**From:** [info@bouncingbearbotanicals.com](mailto:info@bouncingbearbotanicals.com)  
**Sent:** Friday, October 16, 2009 11:43 AM  
**To:** [AlleGrand](#)  
**Subject:** RE:

They're taking it down. He might buy some in bulk to sell himself too.

Please include this e-mail in any replies.

Best Regards,  
Jon  
[www.BouncingB.com](http://www.BouncingB.com)

American jurors have complete Constitutional authority to vote "not guilty" based on nothing more than a disagreement with the case, no matter the evidence - despite the judge's instructions. There is absolutely no obligation to vote "guilty" to arrive at a unanimous verdict. Get on a jury, stand your ground, and fulfill its other main purpose: to counteract abusive government and unjust lawsuits.

See [www.fija.org](http://www.fija.org)

Please adopt this as your own signature.

**From:** AlleGrand [mailto:allegrand@cox.net]

**Sent:** Friday, October 16, 2009 1:29 PM

**To:** info bouncingbearbotanicals.com

**Subject:**

HerbalFire is still selling it, you should contact them ASAP..

**Subject:** FW: K2 Order

**From:** AlleGrand [mailto:allegrand@cox.net]  
**Sent:** Tuesday, October 27, 2009 6:18 PM  
**To:** info bouncingbearbotanicals.com  
**Subject:** Re: K2 Order

lol, o.....k..... Well, thanks for letting me know... lol

Well, so I don't owe you much money then, in fact:

"Jon,

To update you on my orders from last week. I received most of it, only thing pending is this:

1000 3g packets of k2 blond (10/16) (was charged partial payment of \$2K for, owe \$4300) - haven't received yet. (THIS ORDER WAS CANCELED THEN, SO I AM OWED \$2K)

1 kilo of k2 summit (10/18) (paid for 500g, owe \$1250) - received it, owe you \$1250; I think this order and the one below got mixed, so I don't think your shipper never billed me for it and never shipped this order: (THIS ORDER I OWE \$1250)

500g of Summit (ordered: 10/15 2:06 pm) - never received, wasn't charged for, so if you haven't shipped, you can cancel it or if you have then bill me for it (don't charge me yet for anything, thx!). I think your shipper might have overlooked it and not shipped this one cuz I sent two emails one after the other and as you suggested she probably thought it was the same order. (THIS ORDER WAS NEVER PROCESSED - NEVER CHARGED, NEVER SHIPPED)

So far it seems I owe you \$5550 and I'm only waiting on 1000 3g packets of K2 Blond. (THAT WAS BEFORE YOU TOLD ME YOU NEVER SHIPPED THE 1000 PACKETS, SO NEW CALCULATIONS: \$5550 - \$6300 (FOR 1000 PACKS WHICH WERE NEVER SENT, BUT I WAS CHARGED \$2K) = \$750 OWED TO ME; to make it simpler, you owe me \$2K for the 1000 packets I paid for, but never got, and I owe you \$1250 for the kilo of Summit I only paid half for, so \$2000-\$1250, I'm owed \$750)

All"

So for the first time, I'm the one OWED money to! Nice! ;)

I'll be ordering more by the end of the week, thanks!

Actually, can you check when you have time on my affiliate earnings, if I owe you anything still? I don't think I do, but let me know where we stand on that. You can use the \$750 toward anything I owe you, if I do, but do let me know.

**From:** [info bouncingbearbotanicals.com](mailto:info bouncingbearbotanicals.com)  
**Sent:** Tuesday, October 27, 2009 7:40 AM  
**To:** AlleGrand  
**Subject:** RE: K2 Order

No prepacked K2 has been going out. Having trouble keeping up with the bulk orders. Want some more bulk?

Please include this e-mail in any replies.

Best Regards,

Jon

[www.BouncingB.com](http://www.BouncingB.com)

American jurors have complete Constitutional authority to vote "not guilty" based on nothing more than a disagreement with the case, no matter the evidence - despite the judge's instructions. There is absolutely no obligation to vote "guilty" to arrive at a unanimous verdict. Get on a jury, stand your ground, and fulfill its other main purpose: to counteract abusive government and unjust lawsuits.

See [www.fija.org](http://www.fija.org)

Please adopt this as your own signature.

---

**From:** AlleGrand [mailto:[allegrand@cox.net](mailto:allegrand@cox.net)]

**Sent:** Tuesday, October 27, 2009 12:43 AM

**To:** info bouncingbearbotanicals.com

**Subject:** K2 Order

Hi Jon,

OK, no prepacked K2 still. I think it's been over a week since I ordered it (all 1000 packs of them). I ordered it on Friday (a week ago) and it was supposed to get here next day, Saturday, 10 days later, no k2! I'm starting to think they messed up and never shipped it.

Please, check on this and let me know.

My K2 business is starting to pick up now that I'm accepting payments again, so that's good!

Al

**From:** AlleGrand [mailto:allegrand@cox.net]  
**Sent:** Thursday, October 29, 2009 3:19 AM  
**To:** info bouncingbearbotanicals.com  
**Subject:** K2 Blond Order

Actually, I'd still like to purchase some K2 Blond in bulk. I'll keep the packets for the K2 buyers, my Ecsphoria sales are doing a lot better (it's still a mystery to me where all the K2 buyers went..... Being the only website offering it now, I somehow don't see logic in the fact, that I get about 5 K2 customers a day, anyway).

So please, mail a kilo of K2 Blond to:

Andie Gabaree  
2881 Deep Creek Lane  
Las Vegas, NV 89115

no invoice and no company name as always.

I'll pay you the \$5550 now owed within 10 days, not a day later. So Nov 8th or earlier. I got a major buyer in the UK, who already has a huge client base and is excited to start offering it in two weeks, when the shipment gets to him. Just FYI..

Thanks as always,

Al

---

**From:** AlleGrand [mailto:allegrand@cox.net]  
**Sent:** Thursday, November 12, 2009 1:48 PM  
**To:** info bouncingbearbotanicals.com; JJSHALOAM@aol.com  
**Subject:** New Wholesale Order

Hi guys,

I just wired you \$1000 for 500g of K2 Blonde Expressed shipped to:

Andie Gabaree  
2881 Deep Creek Lane  
Las Vegas, NV 89115

As usual, No paperwork, just the plastic bag with the herbs..

You'll get the transfer show in your account by sometime tomorrow (Friday), but if you can ship today, please go ahead, Jon knows, I'm good for it.

Thx!

Al

Internal Virus Database is out of date.  
Checked by AVG - www.avg.com  
Version: 8.5.409 / Virus Database: 270.13.105/2380 - Release Date: 09/18/09 07:49:00

**From:** info bouncingbearbotanicals.com  
**Sent:** Wednesday, December 09, 2009 9:56 AM  
**To:** 'info@bouncingb.com'  
**Subject:** MO# 11782 Andie Gabaree Alle Grand

Andie Gabaree  
2881 Deep Creek Lane  
Las Vegas, NV 89115

allegrand@cox.net

1 Kilo K2 Blonde

Ship so it arrives by Friday.

<b>UPS No: 1Z9V194E0390205768</b>		
<b>Pickup Date</b>	01/18/2010	<b>Sender</b>
		BBB
<b>Service Level</b>	Resi Ground	14501 US 59 HWY
<b>Weight</b>	14 lbs	OSKALOOSA
<b>Zone</b>	006	KS 66066
<b>Origin/Dest</b>		
<b>Payer</b>	Sender	

**Receiver**  
HENRY RANKOVIC  
28 JOYCE STREET  
(BASEMENT)  
WEBSTER  
MA 01570

<b>Freight</b>
Residential Surcharge
Fuel Surcharge
<b>Total</b>

EXHIBIT F

**From:** Ryan [mailto:boscott270@gmail.com]  
**Sent:** Friday, January 08, 2010 7:01 PM  
**To:** info bouncingbearbotanicals.com  
**Subject:** Re: Trish and Jon

Jon, can you add to my order 501g of the K2 standard pre packaged in 3 grams. also another 500 grams of the blond.

so that would be 2.5 kilos of the blond and 501 grams of the pre packaged. If you have bags to send with the blond I would like those as well.

you quoted me on 3 gram packs.  
"\$5.50/pack for Standard"

totaling 3kilos and 1 gram. due to they come in 3 gram packs.

let me know you recived this and i would appreciate it.

c.o.d. delivery. thank you.

Bo Scott  
503-757-3848  
The best pace, is a death pace,  
& today is a great day to die!

---

You're probably faster than me. =(

EXHIBIT\_G

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

From: Ryan <boscott270@gmail.com>

To: info bouncingbearbotanicals.com <info@bouncingbearbotanicals.com>

Cc: Missyummy714@aol.com

Sent: Sat, Jan 16, 2010 4:46 pm

Subject: order status

Hey guys, i am trying to figure out how to confirm my order status.

I wanted to do the 500 grams of the pink k2  
and 4500 grams of the blond.

also with my credit off the last order. citron is 1600 akey and i got 5 keys of citron when I paid for blond.  
so that is  
a \$2000 credit. and I would like to use that to order an extra key of blond.

so

1K (credit) of k2 blond  
500grams pink stuff k2  
4500g k2 blond

also if i could get an order status

one other thing. on tmy next order it looks like my money order is a bit high as i thought my price on the  
standard was 1.30 a gram. so i would like to get these thigs fixes so i can get more product.

Bo Scott

503-757-3848

The best pace, is a death pace,  
& today is a great day to die!

---

You're probably faster than me. =(

**From:** Ryan [mailto:boscott270@gmail.com]  
**Sent:** Thursday, January 21, 2010 2:50 PM  
**To:** Jon  
**Subject:** more orders

8 kilos of k2 blond. Thank you.

I can sell =)

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

**From:** Jon  
**To:** 'Ryan'  
**Sent:** Thursday, January 21, 2010 11:10 AM  
**Subject:** RE: k2 order. and reply to the email.

Yours should be shipping about Monday. So... yeah. A week is a good estimate.

Please include this e-mail in any replies.

Best Regards,  
Jon

**From:** Ryan [mailto:boscott270@gmail.com]  
**Sent:** Thursday, January 21, 2010 12:56 PM  
**To:** Jon  
**Subject:** Re: k2 order. and reply to the email.

No problem, and thank you for the email. Do you think it will be about a week or so before it comes in? If you don't know I understand.

Bo Scott  
503-757-3848  
The only place  
success comes  
before work is  
is the Dictionary

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

**From:** Jon  
**To:** 'Ryan'  
**Sent:** Thursday, January 21, 2010 10:06 AM  
**Subject:** RE: k2 order. and reply to the email.

Ok. Trish had printed your order up yesterday. I just made up a new one with the extra kilo and will replace the one she did already. Sorry for any confusion/mistakes. Thanks.

Please include this e-mail in any replies.

Best Regards,  
Jon

**From:** Ryan [mailto:boscott270@gmail.com]  
**Sent:** Wednesday, January 20, 2010 11:09 PM  
**To:** [jonster@bbbotanicals.com](mailto:jonster@bbbotanicals.com)  
**Subject:** k2 order. and reply to the email.

Oh I was asking her if the price of the packaging was per pack? or was it on the gram. She said on the pack so that is how I came up with the 28 cents.

As far as it being blond or citron, I sold it so no worries. It's really to late to do anything about it. People were just complaining about the strength of the product.

I was just trying to get things straight so I can enter them in my books and know exactly what is going in and what's going out. I hope I didn't come across as a jerk I was just trying to get things correct and after listing to all kinds of different explanations of stuff I was just confused.

So this is my order that I ordered over the phone with her and on email last week

500g k2-pink  
4500g of k2-blond

and I would like to add to that 1 kilo of k2-blond.

I should have more orders tomorrow.

Thank you for the help and clearing things up.

my mailing address is  
3857 bass lane  
lake Oswego OR  
97034

Bo Scott  
503-757-3848  
The only place  
success comes  
before work is  
is the Dictionary

**From:** Ryan [mailto:boscott270@gmail.com]  
**Sent:** Friday, January 22, 2010 1:01 PM  
**To:** Jon  
**Subject:** jon, its ryan aka BO ( more order)

i kilo of k2 summit please send to

3857 bass lane, lake oswego oregon  
97034

thank you.

**From:** Ryan [mailto:boscott270@gmail.com]  
**Sent:** Wednesday, February 03, 2010 5:22 PM  
**To:** Jon  
**Subject:** order for Bo wednesday

hey Jon go ahead and send the order for the  
7 kilo's of blond and the 2 kilos of summit  
also an additional 20 kilos of the blond.  
can you send that not this week but next week.  
just let me know what will work best and I will adapt.

I'm sure there is a little lag time but just as soon as you can, I just got my last shipment. thank you very much for the timely delivery!

bo scott: KNJ  
3857 bass lane  
lake Oswego  
OR, 97034

I have a check already printed out for the \$19010.00 for the blond and the summit.

or if there is a better way to maybe step in line like debit cards, or even wire transfers, but I'm kind of weary about wire transfers. so what ever works is good for me.

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

**From:** Jon  
**To:** 'Ryan'  
**Sent:** Tuesday, February 02, 2010 9:27 AM  
**Subject:** RE: more orders from BO! aka ryan. Monday order status.

Hey Ryan,

7 kilos of Blonde would be \$14,000. 2 Kilos Summit would be \$5,000. \$10 shipping makes it \$19,010 total.  
Cool?

Please include this e-mail in any replies.

Best Regards,  
Jon

**From:** Ryan [mailto:boscott270@gmail.com]  
**Sent:** Monday, February 01, 2010 8:45 PM  
**To:** Jon  
**Subject:** more orders from BO! aka ryan. Monday order status.

Hey Jon, hope your weekend went better than mine!

Could you put me down for 2 kilos of blond and 2 kilos of summit,  
and also 5 kilos of blond

so 9 kilos. I got all that stuff sold.

If it is possible split the orders up like this last time.

I had \$11,000 then \$16,000 come in so that is working well for me to split them up.

Let me know if this will work for you. dont send them until like thursday or friday. Let me know if this will work.

order

2 kilos of blond  
2 kilo's of summit  
5 kilo's of blond.

total.  
\$16,500 for my mondy order. I should have a bit more tomorrow. =)

p.s. Is there any new products coming out I can start distributing?

is it possible to order bags with stickers on them from you as well?

**From:** Bo Scott [mailto:boscott270@gmail.com]  
**Sent:** Saturday, January 30, 2010 3:28 PM  
**To:** info bouncingbearbotanicals.com  
**Subject:** Re: order status

My real name is Ryan. We went over the citron/blond thing I Had sold it all the same day I got it, it's all old news so no worries, I do appreciate you working with me and getting me the product so fast, the sooner I get it the faster I can move it, so I'll try to build up an over stock and order daily or everyother day, so I'm more consistant. Keep the \$1000 as I worked it out with my customer, so you owe me nothing. You got it in writing ;)

( I am going as fast as I can so I hope to be able to do 100kilos or more a month is my goal for now, the biggest problem I'm having is packaging and fake k2 products, I'm running into people getting "k2" but it has added plants, it's in different bags, ect ect, plus all these websites popping up saying they sell wholesale, one store I called said they just ordered direct from the manufacture in Africa. I told him he got burned and his money is gone, he called me back a week later, needless to say he never got his product.

Personally I don't care who makes it, where it comes from, or what it's called, I just need to know it's coming. I'm 29 years old, I have to help support my sister, nephew and mom. I can't legally drive, so I do all my sales from my phone and somehow get people to send me a check and I do c.o.d. Once I can drive in a few weeks I'm taking this on the road for one year and do my best to grow. I don't just sell to anyone because if this product gets into the wrong hands we are all screwed.

I'm not home right now so when I get back I'll let u know what I can order and I appreciate, REALLY appreciate the large shipment.

Bo Scott  
503-757-3848  
Sent from my iphone

On Jan 30, 2010, at 11:50 AM, "info [bouncingbearbotanicals.com](mailto:info@bouncingbearbotanicals.com)"  
<[info@bouncingbearbotanicals.com](mailto:info@bouncingbearbotanicals.com)> wrote:

Hi Bo (Is it Bo or Ryan?)

The Citron from before was actually Blonde with just the citron flowers added. If you have any left, I can exchange it.... I think you said you had sold it all already. I can't do a full credit on that, but... could we split the difference for the trouble with your customers? Do a \$1,000 credit.

I thought you had a package ship on Friday. I'm not seeing the tracking right off, but I'm on my home computer. You will have a lot going out Monday, regardless. Thanks.

But, yeah. We've got that new order going. Well, let me know how much Blonde you wanted to do with the credit. You still want 5 whole kilos? Thanks.

EXHIBIT H

Please include this e-mail in any replies.

Best Regards,  
Jon  
[www.BouncingB.com](http://www.BouncingB.com)

American jurors have complete Constitutional authority to vote "not guilty" based on nothing more than a disagreement with the case, no matter the evidence - despite the judge's instructions. There is absolutely no obligation to vote "guilty" to arrive at a unanimous verdict. Get on a jury, stand your ground, and fulfill its other main purpose: to counteract abusive government and unjust lawsuits. See [www.fija.org](http://www.fija.org)

Please adopt this as your own signature.

**From:** Ryan [mailto:boscott270@gmail.com]  
**Sent:** Saturday, January 16, 2010 4:47 PM  
**To:** info [bouncingbearbotanicals.com](mailto:info@bouncingbearbotanicals.com)  
**Cc:** [Missyummyum714@aol.com](mailto:Missyummyum714@aol.com)  
**Subject:** order status

Hey guys, i am trying to figure out how to confirm my order status.

I wanted to do the 500 grams of the pink k2

and 4500 grams of the blond.

also with my credit off the last order. citron is 1600 akey and i got 5 keys of citron when I paid for blond. so that is

a \$2000 credit. and I would like to use that to order an extra key of blond.

so

1K (credit) of k2 blond

500grams pink stuff k2

4500g k2 blond

also if i could get an order status

one other thing. on tmy next order it looks like my money order is a bit high as i thought my price on the standard was 1.30 a gram. so i would like to get these thigs fixes so i can get more product.

Bo Scott  
503-757-3848  
The best pace, is a death pace,  
& today is a great day to die!

---

You're probably faster than me. =(

---

From: allegrand@cox.net  
To: JJSHALOAM@aol.com  
Sent: 1/22/2010 12:37:57 A.M. Central Standard Time  
Subj: (no subject)

And this whole brand name thing is a bunch of bull too and you know it. K2 is 100% yours and there's no doubt about it. No matter if you used a proxy to register it (a relative of yours, a corporation you are part of, etc..). For one you told me at the beginning that You came up with the name and we both know before You there was no K2. So you're saying, someone else, independent of you, owns the name and is allowing only certain people to use it? Right! You know this doesn't make any sense. Peru contacted You, you created that name and that was it. No way in hell, someone else is "letting" you use their name. Please, you've insulted my intelligence more than enough already.

Also, if I take this to court, a judge can freeze your accounts and forbid you from doing business until the case is cleared. I had this exact same thing happen 10 years ago, there was a dispute of ownership and the judge froze all accounts involved till the issue was resolved. We resolved it out of court because we both realized we can't do business meanwhile and we all lose.

Again, NOT what I want, I'm just giving you the facts.

I'll wait to hear from you, thanks.

EXHIBIT\_I

**From:** "AlleGrand" <[allegrand@cox.net](mailto:allegrand@cox.net)>

**Date:** January 24, 2010 10:28:05 AM GMT+01:00

**To:** "K2 Fire Shop" <[info@k2fire.com](mailto:info@k2fire.com)>

**Subject:** Re: Please...

You and Jon are the same business. He drop ships for you. "Your" stock is located in Jon's warehouse and it's not your stock, it's Jon's. The bank account where the wires are sent is Jon's account. Jon made a deal with me that you will not be selling to the United States. I have it in writing. You are not contributing anything to expanding the K2 business. I'm spending hundreds of thousands of dollars to expand the brand in the United States, my clients go to check it online and see your website, where you are selling for ridiculously low prices. You can sell at those prices because you don't spend any money for expansion or have any overhead expenses. This is why we had the agreement with Jon that if you want to sell, you can create your own market in Europe, just like I have. If you worked hard as I have and created a market in Europe, I would not be trying to steal your customers, as you are doing to me right now. If you want to make a lot of money, you have to work hard for it, create your own market and not leach from other people's hard work and investment. The European market is just as big as the US. Why are you not respecting distribution territories?! Go out there, meet distributors, meet stores, talk to people, send free samples to your local customers and expand the brand in your area and make millions of dollars! I have no problem with that. You will make millions of dollars and doing it honestly, not by stealing other people's customers and cutting into territories you are not allowed to sell.

Again, the information is NOT false. You were shipping out of Amsterdam until recently and deceiving customers that you were shipping from the US. I receive emails constantly from customers, who say they never received their orders and that their orders were seized by customs, and those which were received took weeks to be delivered, as they were held up by customs.

I know that now you're no longer shipping out of Amsterdam, but the fact remains that you are not allowed to sell to the United States.

I have removed the "customs seizures" part now since you're no longer shipping from Amsterdam, but the other information is still valid, so I've left it.

Jon needs to be a MAN and explain to you and stop lying to everyone and deceiving his customers.

I don't blame you for this. Jon is the only one to blame. He's the one who's been deceiving and lying to both of us. He probably didn't even tell you that you can't sell to the US. But the fact is that he made a deal with me and I have it in writing, which is legally binding and he's

**EXHIBIT. J**

obligated by law to honor it. If you want you can sue him, just as I am. I can find you a local attorney to represent you.

There's really nothing more I can do. The K2 brand name is Jon's, NOT yours. So if Jon makes a deal with me that You can't sell to the US, that means you can't sell to the US. Jon makes the decisions and he made that decision already and committed to it in writing.

=



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*Preserving, Protecting & Transferring Your Legacy*  
BOHM, MATSEN, KEGEL & AGUILERA, LLP

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(We are licensed to practice  
law only in California)

January 27, 2010

Via E-Mail: [jjshaloam@aol.com](mailto:jjshaloam@aol.com)  
[info@bouncingbearbotanicals.com](mailto:info@bouncingbearbotanicals.com)  
Original Via U.S. Mail

Jon Sloan  
Bouncing Bear Botanicals  
P O Box 1993  
Lawrence, Kansas 66044

Dear Mr. Sloan:

Our firm has been retained by Alex Dimov with respect to protecting his rights under the agreement you had to sell him the distribution name rights of the K2 products. We have reviewed all of your e-mail correspondence in this matter and are of the opinion that Alex has a very strong breach of contract and fraud case against you. Obviously, however, it would be in everybody's best interest to try to settle this matter as quickly and as reasonably as possible. I will attempt to call you within the next few days so that we can discuss the situation and, hopefully, work out a reasonable settlement. By resolving this matter now, it will eliminate the inconvenience and substantial expense of litigation.

I look forward to speaking with you shortly.

Very truly yours,

BOHM, MATSEN, KEGEL & AGUILERA, LLP

JEFFREY R. MATSEN

JRM:hh

cc: Alex Dimov

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EXHIBIT. K

[hhariri@bmkalaw.com](mailto:hhariri@bmkalaw.com)



WISDOM STRATEGIES FOR SALE  
*Preserving, Protecting & Transferring Your Legacy*  
BOHM, MATSEN, KEHEL & AGUILERA, LLP

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1/27/2010

From: allegrand@cox.net  
To: JJSHALOAM@aol.com  
Sent: 1/31/2010 9:03:00 P.M. Central Standard Time  
Subj: Hi Jon :) This will be good :))

You better read this very carefully:

Hi there honey,

At first I thought I'd surprise you with some more evidence right at the trial, but my attorney reminded me that all evidence must be presented to the other party in advance, so no point of waiting. Might as well give you an idea of how fucked you are in advance.

I really didn't want to have Peru involved in the middle of this, but there's no way around it, so here it is.

"k2incense DOT COM is owned by the Peruvians. The website."

No it's not. It's owned by your uncle and I have already documented proof of that.

"Oh. You don't have the right to use the K2 name, by the way. The person that does has only allowed a few people to use it. It's not Peru's name or branding."

Nobody involved in this business owns a K2 trademark and you know it. No one in their right mind would legally bind themselves to this product. Additionally, even if you tried to trademark it, there are many other people, who've used that name way before you (yes, many of them for incense/smoking products), not to mention the Swiss K2 Smokes, which have been around for decades and have international trade marks. You only said that to sabotage me, so to stop my income and make it impossible to sue you due to lack of funds. Nice try, but didn't work. You might have copyrighted the logos, but could not trademark the name. I can use the name and you know that. That was yet another desperate attempt on your and daddy's part to sabotage me.

So when you realized that ain't gonna work, you pressured Peru into cutting me off, so to cut off my income and I'd be left with no cash for the lawsuit. Pretty smart, did your daddy come up with it? Well, that only adds more points against you in court. So good job! I already have over \$80K being released from my frozen accounts within weeks. I've no mortgage, rent, or any debt whatsoever. Even if you were able to successfully cut off my K2 income (which newflash: you can't, I've already stock worth over \$100K in retail profits, and another newflash: Peru isn't the only supplier of cheap "incense" in the world), I'll still have plenty of money to support the lengthy and expensive lawsuit, just off my Kratom and Salvia wholesale business alone.

"If you want to sell it, you will have to come up with a new name."

No, I do not, and you know it and that's why you tried to stop my supply. K2 is not a registered trademark and even if you would have been able to register it, it would have been easily disputed in court for obvious reasons.

I'm selling the same product as the K2, the name is not registered/could not be registered, so I have all rights over it, you knew it and that's why you are doing your best to cut off my supply, since the "name" card had no legal or otherwise pull.

ATTACHMENT B

EXHIBIT L

"And I didn't say I was stopping you from using the K2 name. Just said you weren't authorized. You were still supposed to take down the retail sales online, though, which you haven't done."

Wait, what?! You just said if I want to sell I have to use a new name and then a day later you say, you never said that I need to use a new name, just that I can't sell online?! Having yourself caught up in more of your lies, huh?

You never told me I can't sell online until that line up there. And you only said it because you knew that's my biggest source of income and once again you were trying to sabotage me.

I've been selling K2 almost from the first day You started selling it. You have absolutely no legal right to prevent me from continuing selling it, using the name or any of this.

"You know I haven't made any money to speak of off this" "There's a lot more productive things I could think to do with \$80K, though. I haven't even made that much from K2."

You do know in trial, all your financial records will be revealed, right? You haven't made any money of this, huh. So selling 500 packets a day for months in retail alone, as per your own admission is no money? So wholesale of \$50K in one day, \$250K in a single day, etc, per your own admissions equals no profits? Very interesting! You do know you're emailing ME this, not someone off the street who has no idea about the business or about you, right? So are you high or what?!

"I never told you or them I was out in January. They said they never told you that either. The only one that ever said anything about you taking it over in January was you."

Now on to the real good part (again, I didn't want to get them involved in the middle of this, but you've left me with no choice):

"From: "wholesale K2" <wholesale@k2blends.com>  
Sent: Tuesday, December 15, 2009 7:32 AM

Me: >Jon still isn't even sure if he wants to continue doing  
>business with you.

Henry: he is not doing biz with us anymore, we are happy that you contacted us !"

So what were you saying, Jon?! It's all in my head? I made it all up? Neither you, nor they ever told me that you are out and I'm taking over? Come again?

Then:

"From: wholesale K2  
Sent: Tuesday, December 15, 2009 9:30 AM

hi al  
this is transition time, he [Jon] will go out of biz, and yes, he still buys from us till we end up our previous deals

.....  
jon is buying so much at one time that we make good biz together, but he will be out soon and we will need another person

.....  
jon is the only buyer, and he will soon stop, then you will be the only buyer from us, we dont want to work with many poeple"

Wow, so apart of you telling me you're out, they actually confirmed it 4 times in one day! Interesting, huh.

Then further:

"From: wholesale@k2blends.com  
Sent: Tuesday, December 15, 2009 10:23 AM

bank address: Carlos villaran n° 140, Santa Catalina,  
city: LIMA  
zip code: 01,  
country: PERU  
SWIFT : BINPPEPL  
tel: ++511 219 2000

beneficiary: INCA TEA S.A.C.  
address: Jr Andromeda 2662 Urb. Los Angeles, San Juan de Lurigancho  
city: Lima,  
zip code: 36  
country: Peru  
phone: ++511 388 9033

account number USD : 052-3000538354"

Pictures of the shipment I purchased and they mailed me attached. Not to mention, the K2 stickers on the bags, once again proving that I am authorized to sell the product and use the name, even the logos and artwork.

Then further:

"From: wholesale K2  
Sent: Tuesday, December 15, 2009 10:23 AM

Me: I always wanted to be your exclusive distributor in the US and you willing to do that makes me very happy! We'll both benefit greatly from such a partnership.  
Henry: THAT WOULD BE GREAT !

Me: Jon told me he spoke to you and already told you, that I'm the best one to take over the business from him because of my motivation, knowledge and connections, as well as prior experience.  
So this is excellent news!

Henry: YES HE SAID SO [<---- wait, WOOOOOOOT!], HE IS JUST SOMEWHAT WORRIED THAT YOU

TOLD HIM YOU WOULD SUE HIM.. I HOPE YOU WERE TALKING ON A STATE OF ANGER AND YOU WILL NOT DO SUCH AWFUL THING"

Further:

"From: "wholesale K2" <wholesale@k2blends.com>  
Sent: Thursday, December 17, 2009 1:51 PM

we are really happy to work with you my friend

henry"

Further:

"From: wholesale K2  
Sent: Monday, December 21, 2009 11:48 AM

hi Al

as said before, we are still in transition phase with jon, we cant tell him to whom to sell or what to charge for his material, he has already bought a lot of material and has stock for a few more weeks i reckon"

.....

We will do our best to meet your requirements , but we need to stop our existing deals first and we will once the legal terms are over.

let me know

henry"

So how many times did they confirm what you also said that you were out? 6, 7? Hard to count.

The point of this message is not to entice a reply with a bunch more lies from you, you already know that doesn't work. You can lie if there are no documented facts, but if you try to lie about documented facts, then you just dig your hole deeper and make my case easier. Its only point is to remind you of the gravity of your situation and present you with all the facts. So please don't waste my time with replies/"explanations"/lies.

We are going to trial, Jon. And you are going to lose it all and then some. In as much denial as you are, you know it. Hopefully, as much as I doubt it, you'd offer some kind of compromise where everyone can win and put an end to this because you know well that once the trial starts, there's no turning back. Trying to cut off my money supply, only makes things worse for you. You can't strong-arm me; all you're doing is provoking me and making my case stronger.

Just the fact you've lied so much (clear, documented lies and contradictions) will make any judge and jury decide in my favor. Only someone in very deep denial would have any doubts about that.

We all have to live with the choices, we've made, and you're no exception.

Your Vegas Buddy, Kisses :\*



**Try The New  
K2 Ultra Incense!**

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- [New K2 Products](#)
- [K2 Wholesale](#)
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**Categories**

- [K2 Amazonian Shelter \(1\)](#)
- [K2 Orisha - Legal Everywhere! \(4\)](#)
- [K2 Summit \(3\)](#)
- [K2 Blonde \(4\)](#)
- [K2 Ultra \(3\)](#)
- [K2 Sex - Legal Everywhere! \(2\)](#)

**K2 Sex - Legal Everywhere!**



**\*\*WARNING\*\*** Have you seen "K2 Sex" sold in your local store? Please, email us the store's contact information immediately (we'll mail you a pack of Ultra for FREE for the help!) The product is a dangerous and illegal counterfeit and has nothing to do with the real K2 Sex. K2 Sex, due to limited production capacity is sold ONLY online!

**Add To Cart**

**New Products [More]**

  
**Orisha Black Magic Max - 1 Gram**  
 \$69.95

  
**Orisha - 1 Gram - BEST Product  
 EVER Created!**  
 \$49.95

  
**SOLID "Sex On The Mountain" 1  
 Gram, \$29.95! Limited Edition**  
 \$29.95

Displaying 1 to 2 (of 2 products)

Product Image	Item Name-	Price
	<b>SOLID "Sex On The Mountain" 1 Gram, \$29.95! Limited Edition</b>	\$29.95
1g of K2 SOLID Sex. Legal Everywhere in the world, including Kansas, UK, etc. *HOT* World's most A-MAZING Blend, BAR NONE!		
Add: <input type="text" value="0"/>	Max: 10	
	<b>Sky - 3 Grams, \$59! Legal Everywhere. Up To 14 Days For Delivery</b>	\$59.95
3g of K2 Sky. Legal Everywhere, including Kansas, UK, etc. Step down from K2 Sex, and far superior to K2 Ultra or any other competing brand!		
Add: <input type="text" value="0"/>		

Displaying 1 to 2 (of 2 products)

**Add To Cart**

[K2 Ultra Incense](#) • [K2 Sex Incense](#) • [K2 Incense](#) • [Buy K2 Incense](#) • [K2 Wholesale](#) • [Meditation Supplies](#)  
[K2 Summit Incense](#) • [K2 Blonde Incense](#) • [K2 Pink Incense](#) • [K2 Citron Incense](#) • [K2 Standard Incense](#)  
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Try the awesome, new, legal everywhere **K2 Orisha!** [Click here to learn more.](#)

"The Orisha powder is amazing! Had smelt info sent there on it at the moment but, once again, I am stumped. Keep up the great work!" - Eric

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The New Lineup



Also Available:



NEW K2 Products are  
**100% LEGAL EVERYWHERE**  
Including Kansas, Russia, the UK etc...

**Scam Alert:** Beware of scam websites [K2LegalSmoke.com](#), [WholesaleK2Incense.com](#), [K2IncenseHerb.com](#), and [RealK2Incense.com](#) and charges by [My-Bath.com](#)! Beware of Fake K2verified seals and Fake K2 "Verification" Networks. Beware of local stores selling Dangerous Counterfeit "K2." Beware of a so called K2 Avalanche, the product has nothing to do with K2, is not produced by the K2 Manufacturer and its legality is questionable. If you have been already scammed by those websites (owned by Gregory P. Walker, a South Florida crime figure), simply call the number on the back of your credit/debit card and dispute the charges.

**LIVE IN AN AREA RESTRICTING ORIGINAL K2?**

**BRAND NEW PRODUCTS LEGAL EVERYWHERE, AVAILABLE FOR SALE & DISTRIBUTION! EVEN HIGHER SATISFACTION RATE THAN OUR ORIGINAL LINE! HELP US DISTRIBUTE THEM & BECOME THE NEXT MILLIONAIRE IN YOUR TOWN WITHIN A MONTH! HELP US FLOOD RUSSIA, UK, KANSAS, LOUISIANA, KENTUCKY, WITH OUR NEW PRODUCTS!**



## K2 Incense

**Buy K2 Botanical Herbal Blends And Meditation Supplies At Great Low Prices.**

**URGENT WARNING - NOT READING THIS CAN COST YOUR LIFE OR FREEDOM:** If you have purchased "K2" from ANY website Not displaying the [K2Verified.org](#) seal, a website displaying a FAKE [K2Verified.org](#) seal (a real [K2Verified.org](#) seal is clickable & takes you to an area of the [K2Verified.org](#) website, where you can validate the product's authenticity and the website's legitimacy - click on the [K2Verified.org](#) seal to your left for example), or a local store, which cannot provide you

### **K2 Sex Legal Everywhere**

If you live in Britain, Russia, Kansas, France, **North Dakota**, Germany.. or on a Military Base, K2 Sex Incense is Legal in ALL 50 US States and EVERY Country on the Globe!

[Click Here To Buy K2 Sex!](#)



**K2-Incense.com**

**Id# 1047**

**Verified K2 Retailer**



**K2 Incense Survey**

What's Your Favorite Herbal Blend?

- K2 Blonde Incense ( 1235 )
- K2 Summit Incense ( 2805 )
- K2 Sex Incense ( 11895 )
- K2 Ultra Incense ( 39651 )

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with a K2 Verified Store ID, immediately call your credit card company & dispute the charges! The product is a dangerous Counterfeit. All stores selling counterfeit "K2" products are currently under investigation. Beware of a so called "K2 Dealer Association" - fraudulent website trying to give legitimacy to counterfeit K2 suppliers and retailers. **Beware of the following fraudulent "K2" websites: K2LegalSmoke .com, WholesaleK2Incense .com, Realk2Incense .com, k2Incenseherb .com. DO NOT PURCHASE K2 FROM FLORIDA OR INDIANA: IT'S COUNTERFEIT! WE ENCOURAGE FEDERAL & STATE AUTHORITIES TO SEIZE ANY & ALL PRODUCT SOLD IN FLORIDA AND INDIANA, LABELED AS "K2."**

Welcome! K2 Incense and all of your must have meditation supplies are here now. Offering a customer centric approach to doing business, k2-incense.com is the K2 herb & K2 botanicals resource you've been hoping to find!

"Hi  
Thank you. I appreciate the customer service it is way beyond what i thought it would be. i have purchased "k2" from other websites and it was not authentic. your site is the only place im shopping at."  
Thanks  
- Tyler

K2-incense.com is the online K2 Incense retailer & K2 wholesale distributor you've been looking for. We welcome orders from every corner of the world and the US! Contrary to media inaccuracies, K2 is not banned anywhere in the world. Certain ingredients said to be contained in some of the original K2 blends might be restricted in a small number of areas, however K2 incense is not banned anywhere. K2 is a legal incense, available for You to enjoy.



**"These counterfeits pose an even greater danger to users because they often don't know the contents of what they are buying. It'll have the label of K2 or whatever substance on it, but it might be a product that they picked up from the guy next door that's making it in his backyard - Fox News"**

**K2 Buying GUIDE. Must read!** Things you should know when you purchase K2 to avoid getting ripped off.

"I have purchased numerous bags of "K2" from every imaginable retailer and nothing compares to your product"  
Donny

**Click here for a list of Fraudulent "K2" websites!**

- 1) When *purchasing K2 online*, only buy K2 from websites, which have the **K2Verified.org** seal. If a websites does not have the seal, they are NOT selling an authentic K2 brand product, and their product does not come from the original and only manufacturer of K2, no matter how hard they are trying to convince you otherwise. Also make sure you're able to Click on the seal to verify its authenticity!
- 2) When *purchasing K2* at your local store, only buy K2 from shops, which have the K2Verified.org seal prominently displayed in their store. If they don't have it, make sure you ask them what their **K2 Verified Store ID** is. If they can't supply you with their K2 Verified ID, that means they are not selling an authentic K2 product and you should report them immediately. Note, if the store does provide you with their K2Verified ID, you should also verify that their ID is real and active, by logging on to the **K2Verified.org** website and entering the Store ID into the verification box.



**\*\*Unless you're buying K2 from a source, which you can verify through K2Verified.Org the product you're getting does not come from the original K2 manufacturer! What does that mean to you, the buyer?**

- Ingredients do not match that of the Authentic and Original K2 Verified product in production since early 2009 and beloved by millions worldwide
- Many such K2 counterfeits coming from unverified sources have been proven by crime labs and reported by the media to contain illegal chemicals, which can land you, the buyer, in prison or worse
- The misuse of a "K2" product manufactured by a well known K2 counterfeiter has been blamed for at least one death and hundreds of hospitalizations

Ask yourself, who do you want to get your K2 from? The Original and only manufacturer of Authentic K2 products, or from unknown sources, which hide their tracks?

**As a final note, contrary to media propaganda, K2 incense is the safest incense on the market. There hasn't been a single proven case of adverse effects from the proper use of real authentic K2 incense, produced by the original and only manufacturer of K2 brand incense! Counterfeit K2 produced in filthy basements by amateurs are quite a different story. Read about Counterfeit K2 Incense.**

**End of K2 Buying GUIDE.**

"I just received my order today and I am very pleased! Fast, discreet shipping. It's great to know I can trust that I am getting the real deal and not some fake as I have been burned by a local shop recently. I will never shop anywhere else for my K2 needs! Keep up the great work!  
**Scot S.**"

You can buy K2 incense using: Your Credit Card, Debit Card, Visa Check Card, Paypal, Google Checkout, Personal Check, Money Order & Bank Wire Transfer.

At k2-incense.com, we supply only authentic k2 botanicals, produced by the original and only K2 brand manufacturer, Enjoy our so very aromatically potent K2 Summit, K2 Blonde, K2 Ultra and K2 Sex. Due to low product demand for the K2 Standard, K2 Citron and K2 Pink herbal incense, these three blends have been discontinued. What is The K2 Incense Blend? K2, also misspelled k two incense, is a proprietary blend of organic K2 herbs, natural K2 botanicals, various rare extracts and proprietary ingredients that make up a very desirable aromatic incense.

"Hello, I received my package today, and I must say.. This is quality right here. I even gave my wife some and to my surprising she likes it to! This is far better product [than the counterfeits] on the market right now."  
**Bryan**

All original K2 incense products are unique and of the highest quality. When ordering through our K2 Wholesale Program, all of our K2 herbal incense blends are only sold & distributed in the same **authentic real K2 incense packaging**.

From all of us at k2-incense.com, thank you for visiting our website!

Click here for a list of Fraudulent "K2" websites!

"I have had people rip off one of my products in the past and I know how it feels, and as a consumer, I hate that these people are selling this trash! I do not know what is in this fake K2 and really it disturbs me because my friends all buy it and they didn't even know it was fake!

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**Buy K2 In:** Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Guam, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming. Buy K2: UK, United Kingdom, England, Ireland, Slovakia, Czech Republic, Russia, Russian Federation, Germany, Deutschland, South Korea, Hong Kong, China, Japan, Iran, Turkey, Iraq, Istanbul, Baghdad, Tokyo, Croatia, Denmark, Egypt, Great Britain, Guam, Hungary, Iceland, Indonesia, Israel, Jordan, Syria, South Africa, Kuwait, Lebanon, Mexico, Morocco, New Zealand, Norway, India, Pakistan, Poland, Qatar, Saudi Arabia, Singapore, Slovenia, Taiwan, Thailand, United Arab Emirates, UAE, Philippines, Romania, Moscow, Moskva, Estnoia, Latvia, Litva,

Lithuania, Ukraine, France, Italia, Italy, Rossiya, España, Spain, Portugal, Portugalia, Holland, Netherlands, Austria, Australia, Belgium, Belarus, Serbia, Yugoslavia, Greece, Los Angeles, Las Vegas, Seattle, Phoenix, San Francisco, Miami, Boston, Houston, Chicago, West Palm Beach, Philadelphia, San Diego, San Antonio, Dallas, Detroit, San Jose, Kauai, Jacksonville, Indianapolis, Columbus, Austin, Nashville, New Orleans, Denver, Louisville, Portland, Atlanta, Minneapolis, Honolulu, Salt Lake City, Ontario, Toronto, Vancouver, Paris, London, Berlin, Rome, Milano, Kiev, San Juan, Alexandria, Athens, Guadalajara, Tokyo, Jakarta, Manila, Mumbai, Sao Paulo, Delhi, Osaka, Cairo, Kolkata, Calcutta, Shanghai, Buenos Aires, Beijing, Guangzhou, Rio de Janeiro, Nagoya, Bangkok, Livermore, Bogota, Barcelona, Madrid, Essen, Istanbul, Hong Kong, Taipei, Johannesburg, Saint Petersburg, Leningrad, Ankara, Berlin, Sydney, Melbourne, Montreal, Durban, Napoli, Rotterdam, Warsaw, Bonn, Bucharest, Budapest, Vienna, Belgrade, Perth, Kyoto, Stockholm, Riyadh, Ocean City...

Good luck on the lawsuits! And I hope you can come up with a package with some kind of watermark or something right on the package that helps us consumers know that the product we are buying is the real thing.

I will gladly help/support and report all of the stores that I come across that are selling this fake crap! I almost bought that fake K2 last night from that shell! wow!

I will be emailing again soon with another address, I want to hunt these bastards down now!"

Thanks, John E.

Would love to help promote ur product. I enjoy it each and everytime. some of the best stuff ive ever found and i cant seem to keep it once it arrives.

You are the only company in this realm that I will deal with. While I'll admit I did check several of your competitors (just prior to this order) and despite the "attractive prices"....the information provided on your page about "fakes", my prior orders, the timely shipping, refunding an order (because it was out of stock for so long) all combined to dismiss them without a second thought. Add me to what I am sure is a growing list loyal customers.

**Kenn**

Thank you for your dedication and wonderful services, especially with regards to confidentiality in orders. You have won my continued services!

**Bobby**

Once again, another very satisfactory purchase. The quality of your product is top shelf. I placed my order Sept 1st at 6pm, package was here on Sept 3rd at 3pm... remarkably fast. Thank you again!

**Anthony**

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Check out our New Legal EVERYWHERE Products!

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What's Your Favorite Herbal Blend?

- K2 Blonde Incense (1235)
- K2 Summit Incense (2805)
- K2 Sex Incense (11895)
- K2 Ultra Incense (39651)



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**Id# 1047**

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## Buy K2 Sex Incense

The K2 Sex Herbal Blend Can Help You Achieve Maximize Sexual Pleasure!



You May Also Be Interested In:

- [K2 Summit Incense](#)
- [k2 Blonde Incense](#)
- [k2 Ultra Incense](#)

For age eternal, man has searched for the ultimate aphrodisiac to maximize desire and achieve the pinnacle of sexual pleasure.

Wars have been fought, empires have fallen, and fortunes have been lost in the pursuit of that one thing, that one ingredient, that can create the foundation for a sexual ecstasy unmatched for eternity!

Enter K2 Sex Incense! Legal in ALL 50 US States (including Kansas and North Dakota) and in every country, including Russia, Germany and the UK! Now you can experience the most sophisticated and aromatically enticing euphoric aphrodisiac without losing a fortune and your empire. Designed just for

you, this incense blend is certain to drive your desire, stimulate your body, and maximize sensual pleasure through its delicate and sensual, yet powerful and potent aroma!

"Nothing like good Sex - it was well worth the wait I am just amazed!"  
-Phil

**Warning -** just like all other K2 Incense products, K2 Sex Incense is not sold or intended for consumption under any shape or form. K2 Sex (also known by its full name K2 "Sex on the Mountain," a witty spinoff of the popular "Sex on the Beach" cocktail) will not make someone who does not like you, change their mind and sleep with you! Non-consensual: Sex or Sexual Activity is illegal in all U.S. States, including even Kansas! - Light the K2 Sex Incense product 15 minutes prior to beginning intended sexual activity to allow the potent aroma fill the area.

- ⊗ [K2 Google Checkout Page](#)
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Check out our New Legal EVERYWHERE Products!

**Categories**

- K2 Amazonian Shelter (1)
- K2 Orisha - Legal Everywhere! (4)
- K2 Sky - Legal Everywhere! (1)
- K2 Summit (4)
- K2 Blonde (4)
- K2 Ultra (4)
- K2 Sex - Legal Everywhere! (1)



Larger Image

**SOLID "Sex On The Mountain" 1 Gram, \$29.95! Limited Edition**

**\$29.95**

Add to Cart: 1  
Max: 10



**New Products [More]**



**Summit - 60 Grams, \$379. Save \$320!**  
\$379.95



**Blonde - 60 Grams, \$319. Save \$280!**  
\$319.95



**Sky - 3 Grams, \$59! Legal Everywhere. Sells FAST!**  
\$59.95

**Tell A Friend**

Tell someone you know about this product.

1g of K2 SOLID Sex. Legal Everywhere in the world, including Kansas, UK, etc. \*HOT\* World's most A-MAZING Blend, BAR NONE!

**Customers Who Bought This Product Also Purchased...**



**Sky - 3 Grams, \$59! Legal Everywhere. Sells FAST!**



**Get All 3 Orisha Packs And SAVE!**



**Blonde - 9 Grams, \$79. Save \$10!**



**Orisha - 1 Gram - BEST Product EVER Created!**



**Orisha White Magic Super - 1 Gram**



**Summit - 9 Grams, \$89. Save \$15!**

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Over 9 million customers & counting!

**Strongest Blend Ever**  
**New K2 Sky Incense!**  
**Legal Everywhere!**  
Not Covered By Any Bans!

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Try the awesome, new, legal everywhere **K2 Orisha!** Click here to learn more.

"The Orisha powder is amazing! Not much info out there on it at the moment but; once again, I am stunned. Keep up the great work!" - Eric

**Categories**

- K2 Amazonian Shelter (1)
- K2 Orisha - Legal Everywhere! (4)
- K2 Sky - Legal Everywhere! (1)
- K2 Summit (4)
- K2 Blonde (4)
- K2 Ultra (4)
- K2 Sex - Legal Everywhere! (1)



Larger Image

**SOLID "Sex On The Mountain" 1 Gram, \$29.95!**  
**Limited Edition**

\$29.95

Add to Cart:   
Max: 10

**New Products [More]**



**Blonde - 60 Grams, \$319. Save \$280!**  
\$319.95



**Ultra - 9 Grams, \$99! Save \$20!**  
\$99.95



**Ultra - 30 Grams, \$279! Save \$120!**  
\$279.95

**Tell A Friend**

Tell someone you know about this product.

1g of K2 SOLID Sex. Legal Everywhere in the world, including Kansas, UK, etc.\*HOT\* World's most A-MAZING Blend, BAR NONE!

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**Get All 3 Orisha Packs And SAVE!**



**Blonde - 9 Grams, \$79. Save \$10!**



**Orisha - 1 Gram - BEST Product EVER Created!**



**Orisha White Magic Super - 1 Gram**



**Summit - 9 Grams, \$89. Save \$15!**

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The Amazing New  
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Try the awesome new **K2 Sky**. Not regulated by any bans. Available Online Only!

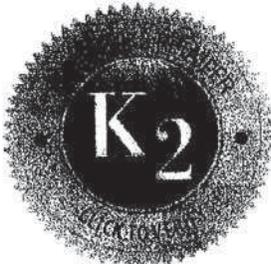
"K2 Sky is a less intense and A LOT more ENJOYABLE incense than your original blends, Excellent job! You got a lifetime customer!" - Nancy, Missouri

### K2 Incense Survey

What's Your Favorite Herbal Blend?

- K2 Blonde Incense (1273)
- K2 Summit Incense (2905)
- K2 Solid Sex (11928)
- K2 Ultra Incense (39701)

[Vote](#)



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## Buy K2 Solid Sex Incense

The K2 Solid Sex Herbal Blend Can Help You Achieve Maximize Sexual Pleasure!



You May Also Be Interested In:

- [K2 Summit Incense](#)
- [k2 Blonde Incense](#)
- [k2 Ultra Incense](#)
- [k2 Sky Incense](#)
- [k2 Orisha](#)
- [k2 Thai Dream](#)
- [k2 Amazonian Shelter](#)

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1



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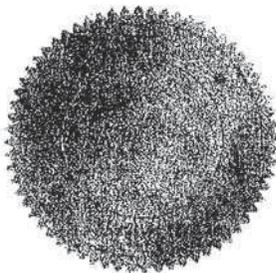
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<p>The New Lineup</p> 	<p>Also Available:</p> 	<p>NEW K2 Products are <b>100% LEGAL EVERYWHERE</b> Including Kansas, Russia, the UK etc...</p>
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**Scam Alert:** Beware of scam websites K2LegalSmoke.com, WholesaleK2Incense.com, K2incenseherb.com and RealK2Incense.com and charges by My-Bath.com! Beware of Fake K2verified seals and Fake K2 "Verification" Networks. Beware of local stores selling Dangerous Counterfeit "K2." Beware of a so called K2 Avalanche, the product has nothing to do with K2, is not produced by the K2 Manufacturer and its legality is questionable. If you have been already scammed by those websites (owned by Gregory P. Walker, a South Florida crime figure), simply call the number on the back of your credit/debit card and dispute the charges.



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### K2 Incense

Buy K2 Botanical Herbal Blends And Meditation Supplies At Great Low Prices.

**URGENT WARNING - NOT READING THIS CAN COST YOUR LIFE OR FREEDOM:** If you have purchased "K2" from ANY website Not displaying the K2Verified.org seal, a website displaying a FAKE K2Verified seal (a real K2Verified seal is clickable & takes you to an area of the K2verified.org website, where you can validate the product's authenticity and the website's legitimacy - click on the K2Verified.org seal to your left for example), or a local store, which cannot provide you with a K2 Verified Store ID, immediately call your credit card company & dispute the charges! The product is a dangerous Counterfeit. All stores selling counterfeit "K2" products are currently under investigation. Beware of a so called "K2 Dealer Association" - fraudulent website trying to give legitimacy to counterfeit K2 suppliers and retailers. Beware of the following fraudulent "K2" websites: K2LegalSmoke .com, WholesaleK2Incense .com, Realk2incense .com, k2incenseherb .com. **DO NOT PURCHASE K2 FROM FLORIDA OR INDIANA: IT'S COUNTERFEIT! WE ENCOURAGE FEDERAL & STATE AUTHORITIES TO SEIZE ANY & ALL PRODUCT SOLD IN FLORIDA AND INDIANA, LABELED AS "K2."**

**K2 Sky Incense Legal Everywhere**  
If you live in Britain, Russia, Kansas, France, North Dakota, Germany.. or on a Military Base, K2 Sky Incense is Legal in ALL 50 US States and EVERY Country on the Globe! Most Powerful Blend Ever!  
[Click Here To Buy K2 Sky Incense!](#)

Welcome! K2 Incense and all of your must have meditation supplies are here now. Offering a customer centric approach to doing business, k2-incense.com is the K2 herb & K2 botanicals resource you've been hoping to find!



### K2 Incense Survey

What's Your Favorite Herbal Blend?

- K2 Blonde Incense ( 1273 )
- K2 Summit Incense ( 2905 )
- K2 Solid Sex ( 11928 )
- K2 Ultra Incense ( 39701 )

### Join Our Mailing List

E-mail Address

### K2 Incense Buying Options

- [Shop K2 Incense By Credit Card](#)
- [Order K2 Herbs By Check](#)
- [Purchase K2 With A Money Order](#)
- [Buy K2 Bulk Via Wire Transfer](#)
- [International K2 Buyers](#)
- [K2 Google Checkout Page](#)
- [Buying K2 Incense With Paypal](#)



"Hi

Thank you. I appreciate the customer service it is way beyond what i thought it would be. i have purchased "k2" from other websites and it was not authentic. your site is the only place im shopping at."

Thanks

- Tyler

K2-incense.com is the online K2 Incense retailer & K2 wholesale distributor you've been looking for. We welcome orders from every corner of the world and the US! Contrary to media inaccuracies, K2 is not banned anywhere in the world. Certain ingredients said to be contained in some of the original K2 blends might be restricted in a small number of areas, however K2 incense is not banned anywhere. K2 is a legal incense, available for You to enjoy.



**"These counterfeits pose an even greater danger to users because they often don't know the contents of what they are buying. it'll have the label of K2 or whatever substance on it, but it might be a product that they picked up from the guy next door that's making it in his backyard - Fox News"**

**K2 Buying GUIDE. Must read! Things you should know when you purchase K2 to avoid getting ripped off.**

"I have purchased numerous bags of "K2" from every imaginable retailer and nothing compares to your product"

Donny

### Click here for a list of Fraudulent "K2" websites!

1) When *purchasing K2 online*, only buy K2 from websites, which have the K2Verified.org seal. If a websites does not have the seal, they are NOT selling an authentic K2 brand product, and their product does not come from the original and only manufacturer of K2, no matter how hard they are trying to convince you otherwise. Also make sure you're able to Click on the seal to verify its authenticity!

2) When *purchasing K2* at your local store, only buy K2 from shops, which have the K2Verified.org seal prominently displayed in their store. If they don't have it, make sure you ask them what their K2 Verified Store ID is. If they can't supply you with their K2 Verified ID, that means they are not selling an authentic K2 product and you should report them immediately. Note, if the store does provide you with their K2Verified ID, you should also verify that their ID is real and active, by logging on to the [K2Verified.org](http://K2Verified.org) website and entering the Store ID into the verification box.

**\*\*Unless you're buying K2 from a source, which you can verify through K2Verified.Org the product you're getting does not come from the original K2 manufacturer! What does that mean to you, the buyer?**

- Ingredients do not match that of the Authentic and Original K2 Verified product in production since early 2009 and beloved by millions worldwide

- Many such K2 counterfeits coming from unverified sources have been proven by crime labs and reported by the media to contain illegal chemicals, which can land you, the buyer, in prison or worse

- The misuse of a "K2" product manufactured by a well known K2 counterfeiter has been blamed for at least one death and hundreds of hospitalizations

Ask yourself, who do you want to get your K2 from? The Original and only manufacturer of Authentic K2 products, or from unknown sources, which hide their tracks?

**As a final note, contrary to media propaganda, K2 Incense is the safest incense on the market. There hasn't been a single proven case of adverse effects from the proper use of real authentic K2 incense, produced by the original and only manufacturer of K2 brand incense! Counterfeit K2**

produced in filthy basements by amateurs are quite a different story. Read about [Counterfeit K2 Incense](#).

[K2 Incense](#) • [Buy K2 Incense](#) • [K2 Wholesale](#) • [Meditation Supplies](#)  
[Legal Everywhere](#); [K2 Solid Sex](#)

[Incense](#) • [K2 Sky Incense](#) • [K2 Orisha](#) • [K2 Amazonian Shelter](#) • [K2 Thai Dream](#)  
[Other Products](#): [K2 Ultra Incense](#) • [K2 Summit Incense](#) • [K2 Blonde Incense](#) • [K2 Pink Incense](#) • [K2 Citron Incense](#) • [K2 Standard Incense](#)

[Information](#): [Fake K2 Incense Warning](#) • [What Is K2 Incense?](#) • [Meditation Tips](#)  
[Incense Safety](#)

[about Us](#) • [Contact Us](#) • [Privacy Policy](#) • [Terms Of Use](#) • [Return Policy](#) • [Shipping Policy](#)

End of K2 Buying GUIDE.

"I just received my order today and I am very pleased! Fast, discreet shipping. It's great to know I can trust that I am getting the real deal and not some fake as I have been burned by a local shop recently. I will never shop anywhere else for my K2 needs! Keep up the great work! Scot S."

You can buy K2 incense using: Your Credit Card, Debit Card, Visa Check Card, Paypal, Google Checkout, Personal Check, Money Order & Bank Wire Transfer.

At k2-incense.com, we supply only authentic k2 botanicals, produced by the original and only K2 brand manufacturer. Enjoy our so very aromatically potent [K2 Summit](#), [K2 Blonde](#), [K2 Ultra](#), [K2 Sky](#) and [K2 Solid Sex](#). Additional Products include [K2 Orisha](#), [K2 Amazonian Shelter](#) and [K2 Thai Dream](#).

Buy K2 In: Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Guam, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico

Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming. Buy K2: UK, United Kingdom, England, Ireland, Slovakia, Czech Republic, Russia, Russian Federation, Germany, Deutschland, South Korea, Hong Kong, China, Japan, Iran, Turkey, Iraq, Istanbul, Baghdad, Tokyo, Croatia, Denmark, Egypt, Great Britain, Guam, Hungary, Iceland, Indonesia, Israel, Jordan, Syria, South Africa, Kuwait, Lebanon, Mexico, Morocco, New Zealand, Norway, India, Pakistan, Poland, Qatar, Saudi Arabia, Singapore, Slovenia, Taiwan, Thailand, United Arab Emirates, UAE, Philippines, Romania, Moscow, Moskva, Estnoia, Latvia, Litva, Lithuania, Ukraine, France, Italla, Italy, Rossiya, Espana, Spain, Portugal, Portugalia, Holland, Netherlands, Austria, Australia, Belgium, Belarus, Serbia, Yugoslavia, Greece. Los Angeles, Las Vegas, Seattle, Phoenix, San Francisco, Miami, Boston, Houston, Chicago, West Palm Beach, Philadelphia, San Diego, San Antonio, Dallas, Detroit, San Jose, Kauai, Jacksonville, Indianapolis, Columbus, Austin, Nashville, New Orleans, Denver, Louisville, Portland, Atlanta, Minneapolis, Honolulu, Salt Lake City, Ontario, Toronto, Vancouver, Paris, London, Berlin, Rome, Milano, Kiev, San Juan, Alexandria, Athens, Guadalajara, Tokyo, Jakarta, Manila, Mumbai, Sau Paolo, Delhi, Osaka, Cairo, Kolkata, Calcutta, Shanghai, Buenos Aires, Beijing, Guangzhou, Rio de

Due to low product demand for the [K2 Standard](#), [K2 Citron](#) and [K2 Pink](#) herbal incense, these three blends have been discontinued. [What Is The K2 Incense Blend?](#) K2, also misspelled k two incense, is a proprietary blend of organic K2 herbs, natural K2 botanicals, various rare extracts and proprietary ingredients that make up a very desirable aromatic incense.

"Hello, I recived my package today, and i must say.. This is quality right here. I even gave my wife some and to my surprising she likes it to! This is far better product [than the counterfeits] on the market right now."

Bryan

All original K2 incense products are unique and of the highest quality. When ordering through our [K2 Wholesale Program](#), all of our K2 herbal incense blends are only sold & distributed in the same **authentic real K2 incense packaging**.

From all of us at k2-incense.com, thank you for visiting our website!

Click here for a list of [Fraudulent "K2"](#) websites!

"I have had people rip off one of my products in the past and I know how it feels, and as a consumer, I hate that these people are selling this trash! I do not know what is in this fake K2 and really it disturbs me because my friends all buy it and they didn't even know it was fake! Good luck on the lawsuits! And I hope you can come up with a package with some kind of watermark or something right on the package that helps us consumers know that the product we are buying is the real thing.

I will gladly help/support and report all of the stores that I come across that are selling this fake crap! I almost bought that fake K2 last night from that shell! wow!

I will be emailing again soon with another address, I want to hunt these bastards down now!"

Thanks, John E.

Would love to help promote ur product. I enjoy it each and everytime. some of the best stuff ive ever found and i cant seem to keep it once it arrives.

You are the only company in this realm that I will deal with. While I'll admit I did check several of your competitors (just prior to this order) and despite the "attractive prices"....the information provided on your page about "fakes", my prior orders, the timely shipping,

Janeiro, Nagoya, Bangkok, Livermore, Bogota, Barcelona, Madrid, Essen, Istanbul, Hong Kong, Taipei, Johannesburg, Saint Petersburg, Leningrad, Ankara, Berlin, Sydney, Melbourne, Montreal, Durban, Napoli, Rotterdam, Warsaw, Bonn, Bucharest, Budapest, Vienna, Belgrade, Perth, Kyoto, Stockholm, Riyadh, Ocean City...

refunding an order (because it was out of stock for so long) all combined to dismiss them without a second thought. Add me to what I am sure is a growing list loyal customers.

**Kenn**

Thank you for your dedication and wonderful services, especially with regards to confidentiality in orders. You have won my continued services!

**Bobby**

Once again, another very satisfactory purchase. The quality of your product is top shelf. I placed my order Sept 1st at 6pm, package was here on Sept 3rd at 3pm... remarkably fast. Thank you again!

**Anthony**

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Document Description: **TEAS Plus New Application**Mail / Create Date: **08-Jun-2010**[Previous Page](#)[Next Page](#)You are currently on page **1** of **4**

PTO Form 1478 (Rev 9/2006)

OMB No. 0651-0009 (Exp 12/31/2008)

**Trademark/Service Mark Application, Principal Register****TEAS Plus Application****Serial Number: 85057245****Filing Date: 06/08/2010*****NOTE: Data fields with the \* are mandatory under TEAS Plus. The wording "(if applicable)" appears where the field is only mandatory under the facts of the particular application.*****The table below presents the data as entered.**

Input Field	Entered
<b>TEAS Plus</b>	YES
<b>MARK INFORMATION</b>	
<b>*MARK</b>	<u>K2</u>
<b>*STANDARD CHARACTERS</b>	YES
<b>USPTO-GENERATED IMAGE</b>	YES
<b>LITERAL ELEMENT</b>	K2
<b>*MARK STATEMENT</b>	The mark consists of standard characters, without claim to any particular font, style, size, or color.
<b>REGISTER</b>	Principal
<b>APPLICANT INFORMATION</b>	
<b>*OWNER OF MARK</b>	KTW ENTERPRISES, LTD
<b>*STREET</b>	PO BOX 19149
<b>*CITY</b>	Portland
<b>*STATE</b> (Required for U.S. applicants)	Oregon

**EXHIBIT N**

*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants only)	97280
<b>LEGAL ENTITY INFORMATION</b>	
*TYPE	CORPORATION
* STATE/COUNTRY OF INCORPORATION	Oregon
<b>GOODS AND/OR SERVICES AND BASIS INFORMATION</b>	
*INTERNATIONAL CLASS	003
IDENTIFICATION	Incense
*FILING BASIS	SECTION 1(a)
FIRST USE ANYWHERE DATE	At least as early as 03/27/2009
FIRST USE IN COMMERCE DATE	At least as early as 03/27/2009
SPECIMEN FILE NAME(S)	<u>\\TICRS\EXPORT10\IMAGEOUT 10\850 \572\85057245\xml1\ FTK0003.JPG</u>
	<u>\\TICRS\EXPORT10\IMAGEOUT 10\850 \572\85057245\xml1\ FTK0004.JPG</u>
SPECIMEN DESCRIPTION	Two digitally photographed labels.
<b>ADDITIONAL STATEMENTS INFORMATION</b>	
*TRANSLATION (if applicable)	
*TRANSLITERATION (if applicable)	
*CLAIMED PRIOR REGISTRATION (if applicable)	
*CONSENT (NAME/LIKENESS) (if applicable)	
*CONCURRENT USE CLAIM (if applicable)	
<b>ATTORNEY INFORMATION</b>	
NAME	Leonard D. DuBoff
ATTORNEY DOCKET NUMBER	3674
FIRM NAME	The DuBoff Law Group, LLC
STREET	6665 SW Hampton Street
INTERNAL ADDRESS	Suite 200

<b>CITY</b>	Portland
<b>STATE</b>	Oregon
<b>COUNTRY</b>	United States
<b>ZIP/POSTAL CODE</b>	97223
<b>PHONE</b>	503-968-8111
<b>FAX</b>	503-968-7228
<b>EMAIL ADDRESS</b>	lduboff@dubofflaw.com
<b>AUTHORIZED TO COMMUNICATE VIA EMAIL</b>	Yes
<b>OTHER APPOINTED ATTORNEY</b>	Christy O. King
<b>CORRESPONDENCE INFORMATION</b>	
<b>*NAME</b>	Leonard D. DuBoff
<b>FIRM NAME</b>	The DuBoff Law Group, LLC
<b>*STREET</b>	6665 SW Hampton Street
<b>INTERNAL ADDRESS</b>	Suite 200
<b>*CITY</b>	Portland
<b>*STATE (Required for U.S. applicants)</b>	Oregon
<b>*COUNTRY</b>	United States
<b>*ZIP/POSTAL CODE</b>	97223
<b>PHONE</b>	503-968-8111
<b>FAX</b>	503-968-7228
<b>*EMAIL ADDRESS</b>	lduboff@dubofflaw.com
<b>*AUTHORIZED TO COMMUNICATE VIA EMAIL</b>	Yes
<b>FEE INFORMATION</b>	
<b>NUMBER OF CLASSES</b>	1
<b>FEE PER CLASS</b>	275
<b>*TOTAL FEE PAID</b>	275
<b>SIGNATURE INFORMATION</b>	
<b>* SIGNATURE</b>	/ldd/
<b>* SIGNATORY'S NAME</b>	Leonard D. DuBoff

<b>* SIGNATORY'S POSITION</b>	Attorney of record, Oregon and New York bar member.
<b>* DATE SIGNED</b>	06/08/2010

PTO Form 1478 (Rev 9/2006)  
OMB No. 0651-0009 (Exp 12/31/2008)

**Trademark/Service Mark Application, Principal Register**

**TEAS Plus Application**

**Serial Number: 85057245**

**Filing Date: 06/08/2010**

**To the Commissioner for Trademarks:**

**MARK:** K2 (Standard Characters, see mark)

The literal element of the mark consists of K2.

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

The applicant, KTW ENTERPRISES, LTD, a corporation of Oregon, having an address of  
PO BOX 19149  
Portland, Oregon 97280  
United States

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

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

International Class 003: Incense

In International Class 003, the mark was first used at least as early as 03/27/2009, and first used in commerce at least as early as 03/27/2009, and is now in use in such commerce. The applicant is submitting one specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) Two digitally photographed labels..

[Specimen File1](#)

[Specimen File2](#)

The applicant hereby appoints Leonard D. DuBoff and Christy O. King of The DuBoff Law Group, LLC

Suite 200  
6665 SW Hampton Street  
Portland, Oregon 97223  
United States

to submit this application on behalf of the applicant. The attorney docket/reference number is 3674. The docket/reference number is 3674.

Correspondence Information: Leonard D. DuBoff

Suite 200  
6665 SW Hampton Street  
Portland, Oregon 97223  
503-968-8111(phone)  
503-968-7228(fax)  
lduboff@dubofflaw.com (authorized)

A fee payment in the amount of \$275 has been submitted with the application, representing payment for 1 class(es).

**Declaration**

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

Signature: /ldd/ Date Signed: 06/08/2010  
Signatory's Name: Leonard D. DuBoff  
Signatory's Position: Attorney of record, Oregon and New York bar member.

RAM Sale Number: 9724  
RAM Accounting Date: 06/08/2010

Serial Number: 85057245  
Internet Transmission Date: Tue Jun 08 13:12:14 EDT 2010  
TEAS Stamp: USPTO/FTK-69.88.126.250-2010060813121471  
0294-85057245-460da8ccb2de550673efc43a74  
7365c42-CC-9724-20100608125521334108

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Mail / Create Date: **08-Jun-2010**

Previous Page

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- **Technical help:** For instructions on how to use TDR, or help in resolving **technical** glitches, please e-mail [TDR@uspto.gov](mailto:TDR@uspto.gov). If outside of the normal business hours of the USPTO, please e-mail [Electronic Business Support](#), or call 1-800-786-9199.
- **Questions about USPTO programs:** Please e-mail [USPTO Contact Center \(UCC\)](#).

**NOTE:** Within any e-mail, please include your telephone number so we can talk to you directly, if necessary. Also, include the relevant serial number or registration number, if existing.

# STEVENS & BRAND L.L.P.

WEBSTER L. GOLDEN  
PETER K. CURRAN  
WINTON A. WINTER, JR.  
EVAN H. ICE  
SHERRI E. LOVELAND  
MOLLY M. WOOD  
CHRISTOPHER F. BURGER\*  
WESLEY F. SMITH  
BRADLEY R. FINKELDEI  
MATTHEW H. HOY\*

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900 MASSACHUSETTS, SUITE 500  
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LESLIE M. MILLER  
SHANNON C. OURY\*  
EMILY A. DONALDSON  
REBECCA J. WEMPE  
PATRICIA E. HAMILTON\*  
JOHN T. BULLOCK\*  
BENJAMIN M. WELLS  
LAURA E. SEATON

RICHARD B. STEVENS  
1899-1991  
JOHN W. BRAND  
1907-1971  
JOHN W. BRAND, JR.  
RETIRED

\*ADMITTED IN KANSAS AND MISSOURI  
†ADMITTED IN KANSAS AND COLORADO  
‡ADMITTED IN KANSAS, MISSOURI AND CALIFORNIA

June 25, 2010

Leonard D. Duboff  
The Duboff Law Group, LLC  
6665 SW Hampton St. Ste 200  
Portland, OR 97223-8354

VIA FACSIMILE to 503/968-7228

**Re: KTW Enterprises, Ltd Trademark Application for K2**

Dear Mr. Duboff:

Our firm represents Bouncing Bear Botanicals, Inc. ("BBB"), the owner of the K2 trademark.

It recently came to my client's attention that KTW Enterprises, Ltd ("KTW") has filed an application to register K2 as a trademark, which application states that KTW had begun using the mark by March 27, 2009. It is our understanding that KTW and its websites, including k2incense.org and k2wholesale.com, are operated by Alex Dimov and Ryan Scott.

BBB began using the K2 mark in commerce in early 2009. Mr. Dimov began using the mark much later in the year, after March 29, and after becoming aware of BBB's use of the mark. Mr. Dimov sought to purchase the mark from BBB. When BBB refused to sell the mark, Mr. Dimov threatened to sue BBB for breach of contract. Enclosed is a copy of a letter from Mr. Dimov's attorney to Jon Sloan, President of BBB, in which Mr. Dimov's attorney alleges that BBB agreed to "sell [Mr. Dimov] the distribution name rights of the K2 products" (Attachment 'A'). The letter constitutes an acknowledgment that Mr. Dimov did not have the right to use the K2 mark. Also enclosed is a January 31, 2010 email from Mr. Dimov to Mr. Sloan in which Mr. Dimov acknowledged that he began selling K2 after Mr. Sloan did (Attachment 'B'). (The quotes in the email are apparently excerpts from another email to which Mr. Dimov was responding.) BBB has numerous emails from Mr. Scott and Mr. Dimov in which they ordered K2 from BBB. The K2 graphics which the two individuals are using were created by a graphic designer retained by BBB. Finally, KTW, Mr. Scott and Mr. Dimov have been using the K2 mark without BBB's permission for a number of months.

## EXHIBIT. 0

LAWRENCE  
900 MASSACHUSETTS, STE 500

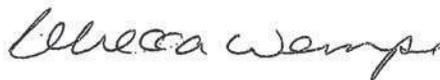
WWW.STEVENSBRAND.COM

TOPEKA  
515 SOUTH KANSAS AVENUE, STE 200

KTW was not incorporated until February 2, 2010. As the trademark applicant, it clearly was not using the mark by March 27, 2009. But more importantly, KTW, its incorporator, Mr. Scott, and Mr. Dimov were all well aware at the time the application was filed that BBB was the first party to use the K2 mark. The trademark application contains a declaration that the applicant is believed to be the owner of the mark, and that no other person has the right to use the mark. If the application is not withdrawn, we believe that such statements will constitute a false representation to the United States Patent and Trademark Office ("USPTO").

BBB hereby demands that KTW immediately withdraw its application to register the K2 mark. If KTW refuses to do so, BBB will vigorously oppose the application to the USPTO. BBB also demands that KTW, Mr. Scott and Mr. Dimov immediately cease use of the K2 mark until such time as they have negotiated a license agreement with BBB. If KTW fails to withdraw its application and use of the K2 mark is not discontinued within 10 days of the date of this letter, BBB is prepared to take such action as may be necessary, including the filing of a lawsuit seeking injunctive and monetary relief, to protect its intellectual property.

Very truly yours,  
STEVENS & BRAND, L.L.P.



Rebecca J. Wempe  
Direct ~ 785.856.6536  
[rwempe@stevensbrand.com](mailto:rwempe@stevensbrand.com)

RJW:dbs  
Attachments

cc: Bouncing Bear Botanicals, Inc.

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

**BETWEEN** : Inca Tea ("Assignor")

\_\_\_\_\_  
Peru\_\_\_\_\_

Phone: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

**AND** : Ryan "Bo" Scott ("Assignee")  
3857 Bass Lane  
Lake Oswego, OR 97034-7462

Phone: 503-757-3848  
Fax: (503) 210-0380

### Recitals

**Whereas**, Assignor owns all rights, title and interest in and to certain trademark(s) and trade dress, as well as the goodwill associated with the trademark(s) and trade dress; and

**Whereas**, Assignor also owns the *k2blends.com* and *k2blend.com* domain names;

**Whereas**, Assignee desires to acquire these domain names, trademarks, trade dress, and associated goodwill;

### Agreement

**Now, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**1. Trademark/Trade Dress Assignment.** Assignor hereby assigns and transfers to Assignee, its legal successors and assigns, all of Assignor's right, title and interest in and to the common law trademark, K2, and the packaging described in Exhibit A hereto as well as the goodwill of the business associated with such trademark(s) and trade

dress.

**2. Domain Name Transfer.** Assignor will, no later than five business days from the Effective Date of this Agreement, take all steps necessary to transfer the k2blends.com and k2blend.com.domain names to Assignee, at Assignor's cost. Assignee shall do all things necessary to effectuate the transfer.

**3. Future Acts.** Assignor agrees to execute any further documents and to do such other acts as may be necessary and proper to vest all right, title and interest in and to the Copyrights and Marks in Assignee. In the event that Assignee is unable, after reasonable effort, to secure Assignor's signature on any further documents necessary to do so, Assignor hereby designates Assignee as its agent and attorney-in-fact to act for and in its stead to execute and file any such papers or documents and do all such other lawfully permitted acts and things to accomplish such purpose with the same legal force and effect as if done by Assignor.

**4. Representations and Warranties of Assignor.** Assignor hereby represents and warrants to Assignee that to the best of Assignor's knowledge:

**4.1.** Assignor is the sole and exclusive owner of all rights granted to Assignee in this Agreement and has not assigned, pledged or otherwise encumbered the same;

**4.2.** Assignor has the full power to enter into this Agreement and to make the grants herein contained;

**4.3.** The Copyrights and Marks do not, in whole or in part, infringe any intellectual property or violate any right to privacy or other personal or property right whatsoever, or contain any libelous or scandalous matter or matter otherwise contrary to law.

**4.4.** The Assignor represents and warrants that the mark(s) and trade dress have been in continuous and uninterrupted use by the Assignor in interstate and /or foreign commerce in connection with license since at least as early as \_\_\_\_\_, 2001

**5. Indemnity.**

**5.1.** In the event Assignee is rendered liable for any damages which result from Assignor's breach of the above representations and warranties, then Assignor will hold Assignee harmless from and against such liability, including all reasonable attorneys' fees incurred at arbitration, at any trial or appeal.

5.2. In the event Assignee is rendered liable for any damages which result as a result of any act or omission by Assignee relating to Assignee's use of the Copyrights and Marks, then Assignee will hold Assignor harmless from and against such liability, including all reasonable attorneys' fees incurred at arbitration, at any trial or appeal.

6. Miscellaneous. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings and proposals (whether written or oral) in respect to the matters specified. No agreement or understanding which alters or extends the meaning of this contract shall be binding unless in writing and signed by both parties. If any section of this Agreement is held to be invalid, the remaining sections of this Agreement will not be affected. This Agreement is effective as of the date all parties hereto have executed this Agreement. This Agreement is deemed a contract made in Oregon and it shall be construed and enforced according to the laws of the State of Oregon. Any suit or action instituted by either party to enforce the terms shall be brought in the courts in the State of Oregon. Venue is proper only in Multnomah County in Oregon. In the event suit or action is instituted to enforce collection or any of the terms of this contract or its breach, the prevailing party shall be entitled to recover from the other party such sum as the court deems reasonable as attorneys' fees at arbitration, at trial or on appeal, in addition to all other sums provided by law.

7. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto execute and date this Agreement.

ASSIGNOR

By: \_\_\_\_\_  
Name:  
Its:

\_\_\_\_\_  
DATE

ASSIGNEE

By: Ryan Scott  
Name: Ryan "Bo" Scott

July 14<sup>th</sup> 2010  
DATE

\\JELAD\Clients\3600-3699\3674\PropertyAssignmentAgreement.doc

# Exhibit A

## Trade Dress

## ROYALTY AGREEMENT

**BETWEEN** : Inca Tea ("Inca")

\_\_\_\_\_  
Peru\_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_\_) \_\_\_\_\_

**AND** : Ryan "Bo" Scott ("Scott")

3857 Bass Lane  
Lake Oswego, OR 97034-7462

Phone: 503-757-3848  
Fax: (503) 210-0380

### Recitals

**Whereas**, Inca and Scott desire to enter into the Intellectual Property Assignment Agreement ("Assignment") attached hereto as Exhibit A and incorporated herein;

### Agreement

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. Assignment.** In consideration for Inca's completion and execution of the Assignment, Scott agrees that he will pay over to Inca an amount equal to fifty percent (50%) of all amounts Scott actually receives (directly or indirectly) as a result of counterfeit products infringing the trademark and/or trade dress conveyed to Scott by Inca pursuant to the Assignment, less any actual out-of-pocket costs incurred by Scott in obtaining such amounts. Scott will provide Inca with an accounting of funds received, as well as payments made by Scott, no later than 30 days after Scott receives those payments.
- 2. Miscellaneous.** This Agreement constitutes the entire agreement between the

parties and supersedes all prior agreements, understandings and proposals (whether written or oral) in respect to the matters specified. No agreement or understanding which alters or extends the meaning of this contract shall be binding unless in writing and signed by both parties. If any section of this Agreement is held to be invalid, the remaining sections of this Agreement will not be affected. This Agreement is effective as of the date all parties hereto have executed this Agreement. This Agreement is deemed a contract made in Oregon and it shall be construed and enforced according to the laws of the State of Oregon. Any suit or action instituted by either party to enforce the terms shall be brought in the courts in the State of Oregon. Venue is proper only in Multnomah County in Oregon. In the event suit or action is instituted to enforce collection or any of the terms of this contract or its breach, the prevailing party shall be entitled to recover from the other party such sum as the court deems reasonable as attorneys' fees at arbitration, at trial or on appeal, in addition to all other sums provided by law.

3. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto execute and date this Agreement.

INGATEA

By: \_\_\_\_\_  
Name:  
Its:

\_\_\_\_\_  
DATE

SCOTT

By: Ryan A Scott  
Name: Ryan "Bo" Scott

July 19<sup>th</sup> 2010  
DATE

\\JELAD\clients\3600-3699\3674\Royalty Agreement.doc



The Amazing New  
K2 Sky Incense!  
Legal Everywhere!  
Not Covered By Any Bans!

- [Home](#)
- [Buy K2 Incense](#)
- [New K2 Products](#)
- [K2 Wholesale](#)
- [Incense Safety](#)
- [Tell Your Friends!](#)

Try the awesome new **K2 Sky**. Not regulated by any bans. Available Online Only!

"K2 Sky is a less intense and A LOT more ENJOYABLE incense than your original blends, Excellent job! You got a lifetime customer!" - Nancy, Missouri

Also Available:  NEW K2 Products are **100% LEGAL EVERYWHERE** including Kansas, Russia, the UK etc... The New Lineup 



**K2-Incense.com**  
**Id# 1047**  
**Verified K2 Retailer**

### Fake/Counterfeit K2 Incense

Counterfeit K2 Incense - **WARNING: Beware Of Counterfeit K2 And Fake K2 Products, Which Have Flooded The Market! Read More Below:**

"People deserve to have the real K2 product because it is so superior to the knock off brands."  
Ernie

Enormous percentage of K2 products on the market today (both online and brick and mortar stores) are either poor quality counterfeit or plain fake. LIST OF FRAUDULENT "K2" RIPOFF WEBSITES LOCATED AT BOTTOM OF PAGE

### BEWARE OF THIS FAKE SEAL

#### K2 Incense Buying Options

- [Shop K2 Incense By Credit Card](#)
- [Order K2 Herbs By Check](#)
- [Purchase K2 With A Money Order](#)
- [Buy K2 Bulk Via Wire Transfer](#)
- [International K2 Buyers](#)
- [K2 Google Checkout Page](#)
- [Buying K2 Incense With Paypal](#)

[Mini Cart](#)

EXHIBIT\_Q\_

**K2 Incense Survey**

- What's Your Favorite Herbal Blend? • Buy K2 Incense • K2 Wholesale • Meditation Supplies
- K2 Blonde Incense (1300) • Legal Everywhere, K2 Solid Sex
- K2 Ultra Incense (2970) • K2 Orisha • K2 Arizona • K2 Thailand • K2 Thai Dream
- Other Products: K2 Ultra Incense • K2 Summit Incense • K2 Blonde Incense • K2 Pink Incense • K2 Citron Incense • K2 Standard Incense
- Information: Fake K2 Incense Warning • What Is K2 Incense? • Meditation Tips • **Join Our Mailing List** • Incense Safety
- about Us • Contact Us • Privacy Policy • Terms of Use • Return Policy • Shipping



**Buy K2 In:** Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Guam, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming. Buy K2: UK, United Kingdom, England, Ireland, Slovakia, Czech Republic, Russia, Russian Federation, Germany, Deutschland, South Korea, Hong Kong, China, Japan, Iran, Turkey, Iraq, Istanbul, Baghdad, Tokyo, Croatia, Denmark, Egypt, Great Britain, Guam, Hungary, Iceland, Indonesia, Israel, Jordan, Syria, South Africa, Kuwait, Lebanon, Mexico, Morocco, New Zealand, Norway, India, Pakistan, Poland, Qatar, Saudi Arabia, Singapore, Slovenia, Taiwan, Thailand, United Arab Emirates, UAE, Philippines, Romania, Moscow, Moskva, Estnoia, Latvia, Litva, Lithuania, Ukraine, France, Italia, Italy, Rossiya, España, Spain, Portugal, Portugalia, Holland, Netherlands, Austria, Australia, Belgium, Belarus, Serbia, Yugoslavia, Greece, Los Angeles, Las Vegas, Seattle, Phoenix, San Francisco, Miami, Boston, Houston, Chicago, West Palm Beach, Philadelphia, San Diego, San Antonio, Dallas, Detroit, San Jose, Kauai, Jacksonville, Indianapolis, Columbus, Austin, Nashville, New Orleans, Denver, Louisville, Portland, Atlanta, Minneapolis, Honolulu, Salt Lake City, Ontario, Toronto, Vancouver, Paris, London, Berlin, Rome, Milano, Kiev, San Juan, Alexandria, Athens, Guadalajara, Tokyo, Jakarta, Manila, Mumbai, Sao Paulo, Delhi, Osaka, Cairo, Kolkata, Calcutta, Shanghai, Buenos Aires, Beijing, Guangzhou, Rio de

**AUTHENTIC SEAL**



**K2Incense.org**  
**Id# 1046**  
**Verified K2 Retailer**

**FAKE SEAL**

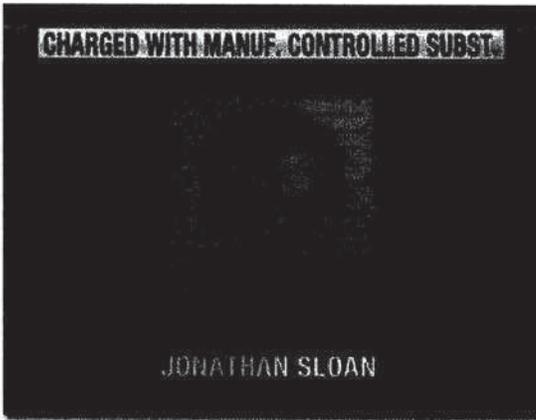


**K2 LEGAL SMOKE**  
**ID: 54865**  
**AUTHENTIC DISTRIBUTOR**

**MUST READ - QUICK SUMMARY:**

- \*\*Unless you're buying **K2** from a source, which you can **verify** through [K2Verified.org](http://K2Verified.org) the product you're getting does not come from the **original K2 manufacturer!** What does that mean to you, the buyer?
- Ingredients do not match that of the **Authentic** and **Original K2 Verified** product in production since early 2009 and beloved by millions worldwide
- Many such **K2 counterfeits** coming from unverified sources have been proven by crime labs and reported by the media to contain **illegal** chemicals, which can land you, the buyer, in **prison** or a lot worse
- The misuse of a "K2" product manufactured by a well known K2 counterfeiter has been blamed for at least one death and hundreds of hospitalizations

Ask yourself, who do you want to **get** your **K2** from? The **Original** and only **manufacturer** of **Authentic K2** products, or from unknown sources, which you can't either track, nor verify, or from the criminal below:



**Jonathan Clark Sloan** (AKA "Dr Death"), 1st known K2 Counterfeiter. Arrested February 4th, 2010. All K2 stock seized. Jonathan "Dr Death" Sloan's home was raided on June 11th, 2010 and currently investigated by the **FDA** for importing and distributing **illegal Fen-Phen**. Also still under investigation for his involvement in manufacturing of controlled substances (such as **Schedule I DMT**) and manufacturing synthetic drugs. Also involved in customs violations, lying about origin of products, misrepresenting where product is manufactured. Also involved in patent violations. Also involved in trademark infringement and illegally breaking a written agreement. It seems like Jon Sloan's legal troubles are only just starting...

Janeiro, Nagoya, Bangkok, Livermore, Bogota, Barcelona, Madrid, Essen, Istanbul, Hong Kong, Taipei, Johannesburg, Saint Petersburg, Leningrad, Ankara, Berlin, Sydney, Melbourne, Montreal, Durban, Napoli, Rotterdam, Warsaw, Bonn, Bucharest, Budapest, Vienna, Belgrade, Perth, Kyoto, Stockholm, Riyadh, Ocean City...

Are you a victim of Jon "Dr Death" Sloan/Doug "The Mexican" Sloan/Clark "Enforcer" Sloan/Greg "Kingpin" Sloan/Bouncing Bear Botanicals? Were you buying the Que She Diet Pills, he was importing from China, containing **ILLEGAL** and **DEADLY Fen-Phen** as well as dangerous **Propranolol** and **Sibutramine**, all loaded into the Que She pills, which he marketed as "Que She, the all natural miracle diet pills?" Please, contact an attorney to learn about your options and a class action suit against Jonathan Clark Sloan and Bouncing Bear Botanicals (and all associates: Clark Sloan, Doug Sloan, Greg Sloan). You have many options to fight this criminal and his organized crime ring and make him pay MILLIONS for your suffering or the death of your loved one because of the deadly Que She diet pills or the **dangerous counterfeit K2** he was marketing for human consumption.

If you're an attorney interested in a class action suit, or law enforcement, please contact us for details.



"These counterfeits pose an even greater danger to users because they often don't know the contents of what they are buying. It'll have the label of K2 or whatever substance on it, but it might be a product that they picked up from the guy next door that's making it in his backyard - Fox News"

## Authentic K2 Manufacturer Info

THERE ARE CURRENTLY ONLY 4 AUTHENTIC K2 PRODUCTS MADE BY THE ORIGINAL AND SOLE K2 MANUFACTURER: K2 BLONDE, K2 SUMMIT, K2 ULTRA, and K2 Solid Sex!

K2 IS NOT MANUFACTURED IN FLORIDA OR INDIANA OR TEXAS OR CALIFORNIA, AND AUTHENTIC K2 WAS NEVER MANUFACTURED IN KANSAS OR MISSOURI!

THE K2 MANUFACTURER DOES NOT SELL DIRECTLY TO RETAILERS! ANYONE CLAIMING TO BE THE K2 MANUFACTURER IS WITHOUT ANY DOUBT A COUNTERFEITER - PLEASE REPORT ANY K2 COUNTERFEITER!

THE K2 MANUFACTURER HAS SET MINIMUM PRICING ON ALL BLENDS, ANYONE OFFERING THE BLENDS FOR LESS IS WITHOUT ANY DOUBT WHATSOEVER SELLING A COUNTERFEIT PRODUCT, NOT COMING FROM THE K2 MANUFACTURER - BEWARE!

THE K2 BRAND HAS BEEN HIJACKED BY CRIMINALS! HELP US REGAIN OUR BRAND AND PUT AN END TO THE POORLY COPIED COUNTERFEITS! IF YOU CARE ABOUT KEEPING K2 LEGAL, STOP PURCHASING CHEAP AND DANGEROUS COUNTERFEITS! BOYCOTT YOUR LOCAL STORES SELLING COUNTERFEIT K2! DEMAND ONLY AUTHENTIC K2 PRODUCTS FROM YOUR LOCAL STORES!

Read more below:

"i know of a store that is using your logo and differant blend names in a store in florida i tried it apart from your it was horrible"

John

**Question:** "skybluearoma.com has your verified logo and so does k2feelgood.com, so I bought incense from them and it was a horrible aroma! How do I know any verified symbol is real? I called skybluearoma and asked them and they said the k2 incense was real and they got the symbol from you."

Manny

**Answer:** Make sure that the K2Verified.org Seal is clickable and takes you to an area of the K2verified.org website which validates the authenticity of the seal, merchant and product! The fake K2

Copyright © 2010 - k2-incense.com

Verified seals are static, not animated and not clickable, as is the case with the two scammers, K2FeelGood.com and SkyBlueAroma.com

Do not buy K2 from stores located in Florida or Indiana - there's over a 99% chance it's a poorly made counterfeit. There are currently at least 3 counterfeiters claiming to be the original K2 manufacturer - all three are scammers (two located in South Florida and one in Indiana; due to an ongoing criminal investigation names cannot be released at this time). Due to confidentiality agreement with the master distributors, the K2 Manufacturer's business name and location is kept secret, therefore ANYONE claiming to be the "K2 Manufacturer" is at best a counterfeiter - and therefore subject to criminal investigation. Anyone involved in business dealings with a counterfeiter can be charged based on the **RICO** act - even if you're just a reseller or distributor for the counterfeiter! Minimum sentence starts at 20 years PER COUNT, if charged based on RICO. **Counterfeiting** a trademarked and copyrighted product is a RICO offense.

## Fake K2 Brands

Read below tips on distinguishing between *Real K2* and **Fake K2/Counterfeit K2 incense**:

There are only three original K2 products currently in production: K2 Blonde, K2 Summit and K2 Ultra and now the all new K2 "Sex on the Mountain" (legal everywhere). K2 Blonde and K2 Summit were briefly discontinued, but due to the influx of counterfeit products, they have been temporarily brought back, until the counterfeit issue has been resolved.

I just want counterfeiters to stop cause you'll never know what they put in it. At least we know what they put in the verified K2. What counterfeiters sell could be anything."

**K2 Fan**

Already identified Fake K2 products include, but are not limited to:

- |                             |                        |                 |
|-----------------------------|------------------------|-----------------|
| K2 Peach                    | Happy Daze K2          |                 |
| K2 Blue                     | K2 Kryptonite          |                 |
| K2 Organic                  | K2 Rainbow             |                 |
| K2 Solid                    | K2 Champagne           |                 |
| K2 Stealth                  | K2 Kamikaze            |                 |
| Apple Baked K2              | K2 Krush               |                 |
| K2 Coma                     | K2 Cream Soda          |                 |
| K4 Coma                     | K2 Granny Smith Apples |                 |
| K2 Back Door                | K2 Apple               |                 |
| K2 Exotica                  | K2 Chocolate           |                 |
| Premium Blend "Original" K2 | K2 Grape               |                 |
| K3                          | K2 Super Kush          |                 |
| K2 Citrus                   | K2 Honey               |                 |
| K2 Grand Summit             | K2 Champa              |                 |
| Primo K2                    | K2 Blackberry          |                 |
| K2 Potpourri                | K2 Latte               |                 |
| K2 Kush                     | K2 Volcano             |                 |
| K3 "Improved," K2 K.O.      | K2 Mint Chocolate Chip |                 |
| K2 Haze                     | K2 Tutti Fruti         |                 |
| K2 Spice                    | K2 Tropical Punch      |                 |
| K1                          | Super Kush K2          |                 |
| K2 Ultra Summit             | K2 Super Summit        |                 |
| K2 Summit Ultra             | K2 Summit 420          |                 |
| K2 Free Kush                | K2 Rasta               |                 |
| K2 Free Summit              | K2 Pumpkin             |                 |
| K2 Bloom                    | K2 Pina Colada         |                 |
| K2 Orange Krush             | Krush Amazonian        | K2 Mint K2 Free |
| K2 Super                    |                        |                 |
| K2 Budz                     |                        |                 |
| K2 Plum                     |                        |                 |

- K2 Blueberry
- K2 Watermelon
- Cosmic K2
- K2 Pineapple Express
- Orbital K2
- K2 Cloud 9
- K2 Silver
- K2 Everest
- flavored K2 products
- such as Pineapple
- Strawberry
- Banana
- Cherry
- Cotton Candy
- Grape
- Green Apple
- Orange
- Raspberry
- Wildberry
- Fruit Punch
- Melon
- Mango
- Bubblegum
- Avalanche
- Toxic
- Sexy
- Platinum
- Freedom
- Liberty
- Hypnotic
- K2 Natural
- K2 Budz, K2 Bud

plus MANY MORE.

Also note, a new incense blend called **Pyara** is being presented as "Produced by the creators of K2" - this is a false statement. The creators of K2 have nothing to do with this fraudulent blend, which contains chemicals already banned in numerous States.

Catching *Counterfeit K2* products is trickier. Here are some tips, **ANY PACKAGE STATING PERU MANUFACTURE or CAMEROON MANUFACTURE IS A COUNTERFEIT K2 PRODUCT!** Also be careful with "K2" products originating from Indiana, Texas, Florida, Louisiana, California, Missouri. Some of the counterfeiters have already been arrested, other arrests will undoubtedly follow. If you are a store and are carrying **Counterfeit K2** products, your product will be **SEIZED! Seizures of Fake K2** product have already been initiated in Philadelphia, Kansas, Ohio.

So far **K2 Ultra**, being the newest K2 product, is the least counterfeited **K2 blend**.

More news to follow as it becomes available. Watch this space for updates, as more arrests are being made and more Fake K2 products seized from stores. Help us catch counterfeiters, by reporting anyone suspected of **counterfeiting K2** here: [Contact Us](#).

"They are selling a product that is packaged almost just like yours and calling it "K2 420 SUMMIT" . I asked for their retailer number and they had nothing to give me. They guaranteed me it was the real thing. It was not!"

**Mrs. Jones**

### Fraudulent Websites

The list of Fraudulent "K2" ripoff websites selling counterfeit product, NOT produced by the original K2 Manufacturer is located below. If you have purchased from any of those websites, IMMEDIATELY contact your credit card issuing bank and dispute the charges! You're also encouraged to call your local FBI, DEA, FDA, DA office! None of those websites are selling a real K2 brand product produced by the original and sole K2 manufacturer. Some of those websites are selling products containing illegal chemicals. All of those websites are involved in criminal copyright and trademark infringement. Some have already been shut down, many others are still live.

southernburn . com

K2herbal . com

*Scooter Store counterfeiting K2: operates out of Kansas and Texas*

k2herbalincensesmoke . com

topk2 . com

*Operates out of Indiana, currently under investigation by DA's office*

AuthenticK2Online . com

HerballIncenseOnline . com

righteousbush . com

WTFherbals . com

dutchincense . com

k2-incenses . com

k2onestopshop . com

blazek2 . com

fastaroma . com

k2fast . com

k2wk2 . com

k2incenseshop . com

K-2-Incense . com

skybluearoma . com

k2feelgood . com

puffnstuffsmokeshop . com

upinsmoke.ecrater . com/

thesupplyboys . com

pipessmokeshop . com

Downinthevalley . com

smoK2 . com

k2herbalincense.info

jaguarbrandk2 . com

imzonged . com

k24real . com

thek2store . com

*South Florida counterfeiter, currently under investigation for fraud*

botanicalfun . com

worldsbestk2 . com

happydazek2 . com

originalK2incense . com

k2peruvian . com

k2original . com

Zonged . com

k2kush . com

k2classic . com

spicetropix . com

buyk2here . com

swankherb . com

cheap-k2-incense . com

k2-incense-online . com

buyk2now . com

applebaked . com/

k2store.net

k2summitshop . com

buyk2spice . com

serchez.net/

k2byemail . com

*counterfeits K2 in an abandoned warehouse, recently discovered by local police in Illinois.*

herbalaxation . com

*Nebraska counterfeiter, sells fake "K2 Solid Sex" containing chemicals which are illegal in the areas, where it's marketed.*

sites.google . com/site/k2ultrasource99/k2-ultra-source

k2ultrasource . com

funblendz . com

herbalsolids . com

k2foru2 . com

buyk2blonde . com

k2spicedirect . com/

thebestsalvia . com/cat-k-2-smoking-blends.cfm

justbuyk2online . com

k2smokeshop . com/

k2guaranteed . com/

legalbudhighs . com

halfbakedincense . com/

smokindragon . com/k2\_solid.htm

alibaba . com

*any merchant found on this website*

skyblends . com/

herbincense.net/

buylegalherbs . com/K2\_Incense\_Summit\_Herbal.asp

k2botanicals . com

videogalaxy . info/

bigbrobotanicals . net/

k2botanicalincense . com

k2tn . com/

k2herbalincense . net/

k2quick . com/

meckusla . com/

buyk2direct . com

legalherbsdirect . com/

coffeewonk . com/

advertingcorp . com/

k2forsale . com/

dirtcheapk2 . com/

allk2 . com/

wholesaleincensek2 . com

yourblackmamba . com/

k2forless . com/

k2authenticincense . com

kindspice . com

k2authentic . com

k2kings . com

k2addict . com

incenseparadise . com

k2herbalincense . com

potentsalvia . com

k2stop . com

incensecafe . com

freshsalvia . com/herbalblend.html

salemdw . com

k2bros . com

serenitynowherbals . com

herbalaromashop . com

twistedherbs . com

k2distributors . com

k2cheapincense . com

k2incenseonline . com

k2gateway . com

IncenseAndSpice . com

incensellc . com

lowestpriceincense . com

k2premiumincense . com  
premiumk2 . com  
pristinepotency . com  
happydazeherbal . com  
k2ultradirect . com  
PremiumBlendHerbal . com  
topk2 . net  
lowpricek2 . com  
qualityherbalsforu . com  
designerspices . com  
bestspiceblends . com  
K2incenseNews . com, a counterfeiter creating fake "news" used to libel legitimate K2 websites  
mindvacation . biz  
herbalincense . us  
hitsandgiggles . webs . com  
floridak2 . com  
legalsmokeblends . com  
zenthetics . com  
k2dealerassociation . com - fraudulent, anonymous website trying to give legitimacy to counterfeit K2  
suppliers and retailers  
legalsmokeblends . com  
tobaccogeneral . com  
k24sale . com  
mindcense . com  
K2HerbalEssence . com  
premium-herbs . com  
herbalsking . com  
hamptonpipeandtobacco . com  
qincense . com  
HerbalCityStore . com  
w-t-herbal . com  
840karma . com  
herbal-incense-direct . com  
HerbalCity . co  
k2-herbal . com  
quickaroma . com  
yhst-23127725271227 . stores . yahoo . net  
HerbalIncenseDirect . com  
k2IncenseWholesales . com  
naughty-greenhouse . com  
K2Konnexion . com  
bulk-k2 . com  
wickedherb . com  
herbal-k2 . com  
incensesite . com  
floridaherbals . com  
alhamrah . com  
goldofsunshine . com, ran by a guy named Jerry, an associate of the infamous Sloan Crime Family of  
Kansas  
southernburn . com  
k2relax . webs . com  
5-star-herbal-incense . com  
k2online4u . com  
grade-a-herbal-incense . com  
incenseofherbs . com  
eclipsecrafts . com  
k2-herbal-party . com and k2herbalparty . com  
BestK2 . com  
pizbismokeshop . com  
bigsmokeshop . com  
k2andmore . com  
blackmambashop . com  
highqualityk2 . com  
realk2incense . com

bedandbathme . com  
 k2-k2incense . com  
 thek2incense . com  
 k2incenseherb . com  
 420herbalincense . com  
 zenscentz . com  
 incenseemporium . com  
 thek2king . com  
 icebergk2 . com  
 extremeglassshop . com  
 k2extra . com  
 k2incenselegaleverywhere . com  
 wholesalek2incense . com  
 verifyk2incense . com - a fake "K2Verified.org" knockoff site, trying to give legitimacy to counterfeit "K2"  
 outletshttp://k2incense . com/  
 k2legalsmoke . com  
 k2incense . com - be especially aware of this website, as it used to be owned by a legitimate K2 distributor,  
 a member of the Sloan Crime Family of Kansas, Greg "Kingpin" Sloan, until Gregory P. Walker a South  
 Florida scammer got a hold of the domain name. The website sells counterfeit products, which have  
 nothing to do with K2.  
 thenewk2 . com  
 kind2k . com

### Companies involved in K2 Counterfeiting:

Southeast Ventures, LLC, AKA Southeast Ventures MFG, LLC, AKA WL Products, AKA K2Direct;  
 PPK, LLC, My-Bath.com, Herbal Incense

### Persons involved in K2 counterfeiting:

Jon & Doug Sloan (Indiana), Brenton D Bruns II (Florida), Dave Dierker (Texas), Rob McGrath (North  
 Carolina), Elizabeth Shaw (Florida), Gregory P Walker (Florida/New York), Liam Burns (New York),  
 Sonny Saleem (Texas).

As we are unable to single handedly fight the literally thousands upon thousands of "K2"  
 counterfeiters, we ask for the assistance of Federal and State authorities from the FDA, DEA, DA,  
 FBI, local police, Fire Marshal's Office, Homeland Security, Customs and anyone else, who can help  
 shut those illegitimate operations down.

"Wow! Ultra is great, had some friends over the weekend and had a blast with it. I just wanted to say  
 thank you for the generous amount that was given and quality that it was made. Hopefully Houston  
 stores will start carrying your product again, because there's nothing like the original."  
 A. Rodriguez

45° Medford  
 Broken Clouds  
 updated 10:39 am

- Home
  - News
  - Business
  - Weather
  - Sports
  - Community
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## Popularity grows for controversial K2 drug in S. Oregon



June 4, 2010

By Emily Wood

June 4, 2010

MEDFORD, Ore. - Demand is growing for a controversial herbal packet known as K2 that many people are smoking as a substitute for marijuana.

K2, which is packaged as herbal incense, sells for about \$35 to \$40 a packet. However, unlike other spices and incenses, it does not list its ingredients on the back. Dozens of states and cities have banned or are debating banning the product.

The Magic Man Smoke Shop says it has completely sold out of K2 at both its Medford and Grants Pass stores.

Anti-drug advocates in Josephine County say smoking K2 is dangerous and can cause dizziness and seizures.

"People may be playing it off like its an easy high, or its a legal high, and it can still be just as dangerous. The package says it is not for human consumption," Josephine County Drug Prevention Coordinator Shawn Martinez said.

According to a spokesperson for Asante Health Systems, which runs Rogue Valley Medical Center in Medford and Three Rivers Hospital in Grants Pass, there have been no reported cases of people visiting their emergency rooms for any symptoms from using K2.

### Share this

Like Be the first of your friends to like this.



### Comments

<http://www.k2wholesale.com/> <http://k2incense.org/fake-k2.html>

Sun, 06/06/2010 - 1:04am -- Ryan Scott

<http://www.k2wholesale.com/> in conjunction with our other site <http://www.k2incense.org/>

You can reference one of the fakes and a list of fakes through this link <http://www.k2incense.org/fake-k2.html>

K2 Wholesale is not a distributor of the product. KTW is the sole supplier of the product, we deal direct with distributors only. To be able to make claims like this, feel free to ask us to prove it with First sale dates, registered site dates. We can legally prove it. We are doing our best to rid the market and have a ground team and internet team that is doing everything we can. If you see a fake please help us in our efforts to get this stuff off the market. It is fake, and it is dangerous We will be getting law enforcement to help us if we can.

Information you would want to look into. "Buyer beware" K2 is the ONLY product in the industry that has been marketed by many different people as the original, "real" product. A lot of what you read on the

**Low cost pertussis vaccinations are now available Monday thru Friday at the Jackson County Health Department**



(541) 774-8209  
Hours Monday through Friday  
8:30 - 11:30 and 1:00-4:00

1005 East Main St. Bldg. A, Medford

### Local News

**Ashland elementary school works to improve**  
Walker Elementary reports 62 percent of its children are below the poverty level.

**McLain's Drug Centre in Grants Pass to close after 66 years**  
It will be purchased by Safeway and absorbed into a nearby Safeway store.

**Proposal to close Grants Pass street for 'Holiday Plaza' canceled**  
The plaza would have featured a 40-foot Christmas tree and Santa's workshop.

**Mt. Ashland considers early opening**  
Early snow could allow the ski area to open by Thanksgiving weekend.

**Man wanted for murder in S. Calif. arrested in Grants Pass**  
He is lodged in the Josephine Co. Jail awaiting extradition to California.

More Local News >

**Bulk Wholesale Liquidator**  
Internet's Largest Liquidator Buy and Sell Wholesale Items  
[www.liquidation.com](http://www.liquidation.com)

**Lampes Low As \$19**  
Lampes and Oils on Sale Now! Free Same Day Shipping Available  
[www.MalsonBouquet.com](http://www.MalsonBouquet.com)

**Sell Online the Easy Way**  
All in One, Hosted, Free Support. Plans on Sale Now. Get Free Trial!  
[www.Volusion.com](http://www.Volusion.com)

**Buy excess food inventory**  
We pay cash for large inventories resell to prisons, foodbanks etc.  
[www.javaholdings.com](http://www.javaholdings.com)

Ads by Google

internet is folklore and is very confusing and should I say also pretty amusing to those, who know the truth. There is only one company in the world, which supplies authentic K2 incense and that is KTW Enterprises, LTD / K2 Wholesale.com The more popular the product got, the more unscrupulous individuals, also known in the industry as "basement shamans," started making their own version of the product and slapping on it the K2 name.

If you refer to a credible source such as cnn.com you can see under the health section where even CNN warns about buying a fake or counterfeit product that says K2 on it. There are several people out there hiding their operation, making a fake product and distributing it to unsuspecting buyers. Some of these people have been caught and put out of business due to their illegal operations (try to access K2Fire.com Any luck?). So if you do not decide to go with the only US supplier of the original K2 Product, make sure you know, who you get it from because if it is not through one of our distributors, it is not real, and is potentially harmful to your customers. Also, please keep in mind that any counterfeit K2 product is subject to seizure. Back in mid February, counterfeit K2 products were seized in over 20 States.

Distributors are constantly switching over to us as they all find out eventually, where the real product comes from, and that is us. Some find out by word of mouth, others find our website on the Internet and the unluckiest few find out when their product ends up being seized and they endure thousands of dollars in losses. Other times, the customers, who are used to buying, and have been buying, the original product for months tell the retailers the product is a counterfeit and the retailers lose the customer's business. Happens way too often. Another reason, why so many distributors are switching to us is because of our capacity to supply unlimited quantities. "Basement shamans," due to the restrictions of their amateur operations, end up running out of stock constantly and in return the stores they supply end up without stock, which in return costs the stores their customers. One store owner from Reno, NV, recently contacted us, stating restocking issues caused them losing 95% of their business in just two weeks...

Due to the extreme and sudden flood of counterfeit K2, it's an impossible task to stop it all, but we are currently working on getting rid of every single counterfeiter that is in the USA. You can reference Our other site. <http://k2incense.org/fake-k2.html> to see one of the fake producers of what he calls k2. Not only does he say he makes k2, he states he makes almost every product. So he makes every product in the USA?

K2 incense is a blend of various proprietary ingredients that are uplifting, yet relaxing, when used for aroma therapy; per FDA regulations, they are not sold for human consumption.

Flag as offensive  
Comment viewing options

Flat list - expanded | Date - oldest first | 300 comments per page | Save settings

Select your preferred way to display the comments and click "Save settings" to activate your changes.

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Unless you're buying through a K2 Verified website or store, the product you're buying does not come from the original and only manufacturer of authentic K2 products. Many counterfeit "K2" products contain illegal chemicals and can land you in prison or worse. If you can't Verify it, don't buy it!

1-877-K2-HERBS

**Home**

**Verify a Retailer**

**Counterfeit Blends**

**Report Counterfeits**

**Identify Real K2**

**K2 Trademark**

**FAQ**

**About Us**

**K2 Incense News**

**Contact Us**

## K2 INCENSE NEWS

On This Page, You'll Be Kept Up To Date On News Related To K2 Verified And The K2 Incense Product Blends.

This section includes news related to K2 Incense that affects consumers, retailers and distributors of Authentic K2 Incense blends around the globe.

**News Release: February 17, 2010** - In an effort to combat consumer fraud and counterfeit K2 Blends, the K2 Incense manufacturer has partnered with authentic K2 distributors and retailers to develop the K2 Verified verification system.

**News Release: March 11, 2010** - With the continued evolution and propagation of counterfeit K2 products, the K2 manufacturer has announced new product packaging is in development. This new packaging will include multiple product security measures designed to make the counterfeiting of the new K2 Incense packaging nearly impossible.

**News Release: April 23, 2010** - As part of an ongoing counter attack on counterfeiters across the globe, the K2 manufacturer has agreed to begin pursuing litigation against online and traditional brick and mortar stores and distributors promoting counterfeit K2 products and presenting them as "authentic" K2 Incense blends. As part of this strategy, the K2 manufacturer is seeking the assistance of consumers, who have been affected by the purchase of counterfeit products. If you have been a victim through the purchase of counterfeit K2 blends, you are encouraged to contact us!

**News Release: May 14, 2010** - In the continued effort to fight the counterfeit operations, the K2 manufacturer has agreed to begin the process of targeting online stores selling fake K2 blends without authorization to use the proprietary K2 Incense trademark.

**News Release: June 3, 2010 - URGENT NOTICE:** Buying "K2" from counterfeiters/unverified sources, whether online or through your local store? Read this article: Counterfeit "K2" Sprayed with Schedule I ILLEGAL DRUGS for sale in Colorado!

**News Release: June 10, 2010** - Numerous websites selling counterfeit K2 have been shut down, merchant accounts frozen, ads removed from Google. However, many more are still active. Hopefully, the online counterfeit K2 issue will be eradicated within the next month. However, the offline counterfeiting issue will be a lot bigger task and will take quite a bit longer. Our aggressive team of top attorneys is working hard on this, but we also need your help to report the counterfeiters! Watch this space for updates!

**News Release: June 14, 2010** - A warehouse in Illinois, where K2 is being counterfeited has been busted by police, thanks to an anonymous tip!

**News Release: June 22, 2010** - K2 creates a full time, in-house legal team to undertake the monumental task of dealing with counterfeiters. Over 40 lawsuits scheduled.

**News Release: June 24, 2010** - A major Midwest K2 counterfeiter has agreed to stop using the K2 name. This will put an end to about 40% of counterfeit K2.

**News Release: July 16, 2010** - An 18 year old's death blamed on misuse of a "K2" product produced by a counterfeit K2 manufacturer, who's name for now will not be released due to pending litigation.

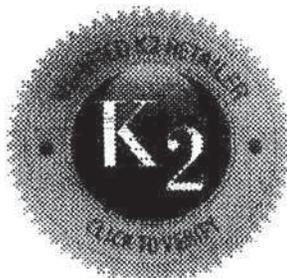
**News Release: August 13, 2010** - False stories and reports have started to circulate all over the Internet, written by K2 Counterfeiters trying to convince the readers K2Verified itself is a scam and based out of China. Obviously nothing, but pure libel. K2Verified is based out of Oregon, USA, and anyone, who has any questions is welcome to contact us, by phone, mail, email, or in person. The libel is the counterfeiters' most desperate attempt to save their criminal operations from losing the few remaining customers, who still haven't learnt the truth about the K2

brand. Apart of counterfeiting, the criminals will also face libel and defamation liability in court, when they are finally brought to justice.

News Release: August 18, 2010 - Beware of a so called "K2 Dealer Association" - fraudulent, ANONYMOUS website trying to give legitimacy to counterfeit K2 suppliers and retailers.

News Release: September 17th - Fake Authentic K2 Seals - be aware, there are people out there fraudulently verifying that their incense is authentic using the graphic below, most are associated with the Sloan Crime Family of Kansas, particularly Jonathan Clark Sloan (recently arrested on drug related charges). Beware of charges on your debit or credit card by My-Bath.com - those charges are fraudulent! The websites ran by My-Bath.com have been caught selling inferior counterfeits:

News Release: September 20th - Sonny Saleem's counterfeit K2 manufacturing outlet shut down in Texas, read more.



**K2Incense.org**  
**id# 1048**  
**Verified K2 Retailer**



**K2 LEGAL SMOKE**  
**ID: 54865**  
**AUTHENTIC DISTRIBUTOR**

More to come...

K2Verified.org • Verify A Retailer • Counterfeit Brands • K2 Trademark • How To Identify • Report • News • Membership • About K2Verified.org • FAQ • Contact Us  
Privacy Policy • Terms Of Use

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The Amazing New  
K2 Sky Incense!  
Legal Everywhere!  
Not Covered By Any Bans!

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Try the awesome new **K2 Sky**. Not regulated by any bans. Available Online Only!

"K2 Sky is a less intense and A LOT more ENJOYABLE incense than your original blends, Excellent job! You got a lifetime customer!" - Nancy, Missouri



**K2-Incense.com**  
**Id# 1047**  
**Verified K2 Retailer**

### Fake/Counterfeit K2 Incense

Counterfeit K2 Incense - WARNING: Beware Of Counterfeit K2 And Fake K2 Products, Which Have Flooded The Market! Read More Below:

"People deserve to have the real K2 product because it is so superior to the knock off brands."  
Ernie

Enormous percentage of K2 products on the market today (both online and brick and mortar stores) are either poor quality counterfeit or plain fake. LIST OF FRAUDULENT "K2" RIPOFF WEBSITES LOCATED AT BOTTOM OF PAGE

### BEWARE OF THIS FAKE SEAL

#### K2 Incense Buying Options

- [Shop K2 Incense By Credit Card](#)
- [Order K2 Herbs By Check](#)
- [Purchase K2 With A Money Order](#)
- [Buy K2 Bulk Via Wire Transfer](#)
- [International K2 Buyers](#)
- [K2 Google Checkout Page](#)
- [Buying K2 Incense With Paypal](#)

Mini Cart

**K2 Incense Survey**

What's Your Favorite Herbal Blend?  
 Wholesale • Meditation Supplies  
 © K2 Blonde Incense (1300)  
 Legal Everywhere: K2 Solid Sex  
 Incense • K2 Incense (2972) Orisha •  
 K2 Amazonia Shetana • K2 Thai Dream  
 Other Products: K2 Ultra Incense • K2  
 Summit Incense • K2 Blonde Incense •  
 K2 Pink Incense • K2 Citron Incense •  
 K2 Standard Incense  
 Information: Fake K2 Incense Warning •  
 What Is K2 Incense? • Meditation Tips •  
 Join Our Mailing List  
 Incense Safety  
 about Us • Contact Us • Privacy Policy •  
 Email Address  
 Terms Of Use • Return Policy • Shipping  
 Policy



Buy K2 In: Alabama, Alaska, Arizona,  
 Arkansas, California, Colorado, Connecticut,  
 Delaware, District of Columbia, Florida, Georgia,  
 Guam, Hawaii, Idaho  
 Illinois, Indiana, Iowa, Kansas, Kentucky,  
 Louisiana, Maine, Maryland, Massachusetts,  
 Michigan, Minnesota, Mississippi, Missouri,  
 Montana, Nebraska  
 Nevada, New Hampshire, New Jersey, New  
 Mexico, New York, North Carolina, North  
 Dakota, Ohio, Oklahoma, Oregon,  
 Pennsylvania, Puerto Rico  
 Rhode Island, South Carolina, South Dakota,  
 Tennessee, Texas, Utah, Vermont, Virginia,  
 Washington, West Virginia, Wisconsin,  
 Wyoming. Buy K2: UK, United Kingdon,  
 England, Ireland, Slovakia, Czech Republic,  
 Russia, Russian Federation, Germany,  
 Deutschland, South Korea, Hong Kong, China,  
 Japan, Iran, Turkey, Iraq, Istanbul, Baghdad,  
 Tokyo, Croatia, Denmark, Egypt, Great Britain,  
 Guam, Hungary, Iceland, Indonesia, Israel,  
 Jordan, Syria, South Africa, Kuwait, Lebanon,  
 Mexico, Morocco, New Zealand, Norway, India,  
 Pakistan, Poland, Qatar, Saudi Arabia,  
 Singapore, Slovenia, Taiwan, Thailand, United  
 Arab Emirates, UAE, Philippines, Romania,  
 Moscow, Moskva, Estnoia, Latvia, Litva,  
 Lithuania, Ukraine, France, Italia, Italy, Rossiya,  
 España, Spain, Portugal, Portugalia, Holland,  
 Netherlands, Austria, Australia, Belgium,  
 Belarus, Serbia, Yugoslavia, Greece, Los  
 Angeles, Las Vegas, Seattle, Phoenix, San  
 Francisco, Miami, Boston, Houston, Chicago,  
 West Palm Beach, Philadelphia, San Diego, San  
 Antonio, Dallas, Detroit, San Jose, Kauai,  
 Jacksonville, Indianapolis, Columbus, Austin,  
 Nashville, New Orleans, Denver, Louisville,  
 Portland, Atlanta, Minneapolis, Honolulu, Salt  
 Lake City, Ontario, Toronto, Vancouver, Paris,  
 London, Berlin, Rome, Milano, Kiev, San Juan,  
 Alexandria, Athens, Guadalajara, Tokyo,  
 Jakarta, Manila, Mumbai, Sau Paolo, Delhi,  
 Osaka, Cairo, Kolkata, Calcutta, Shanghai,  
 Buenos Aires, Beijing, Guangzhou, Rio de

**AUTHENTIC SEAL**



**K2Incense.org**  
**Id# 1046**  
**Verified K2 Retailer**

**FAKE SEAL**

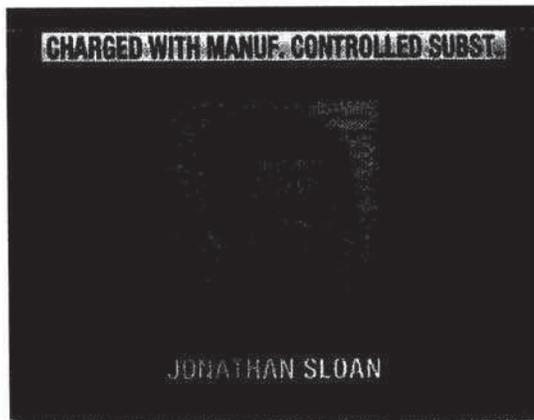


**K2 LEGAL SMOKE**  
**ID: 54865**  
**AUTHENTIC DISTRIBUTOR**

**MUST READ - QUICK SUMMARY:**

- \*\*Unless you're buying K2 from a source, which you can verify through [K2Verified.org](http://K2Verified.org) the product you're getting does not come from the **original K2 manufacturer!** What does that mean to you, the buyer?
- Ingredients do not match that of the **Authentic** and **Original K2 Verified** product in production since early 2009 and beloved by millions worldwide
- Many such **K2 counterfeits** coming from unverified sources have been proven by crime labs and reported by the media to contain **illegal** chemicals, which can land you, the buyer, in **prison** or a lot worse
- The misuse of a "K2" product manufactured by a well known K2 counterfeiter has been blamed for at least one death and hundreds of hospitalizations

Ask yourself, who do you want to **get** your K2 from? The **Original** and only **manufacturer of Authentic K2** products, or from unknown sources, which you can't either track, nor verify, or from the criminal below:



*Jonathan Clark Sloan (AKA "Dr Death"), 1st known K2 Counterfeiter. Arrested February 4th, 2010. All K2 stock seized. Jonathan "Dr Death" Sloan's home was raided on June 11th, 2010 and currently investigated by the FDA for importing and distributing illegal Fen-Phen. Also still under investigation for his involvement in manufacturing of controlled substances (such as Schedule I DMT) and manufacturing synthetic drugs. Also involved in customs violations, lying about origin of products, misrepresenting where product is manufactured. Also involved in patent violations. Also involved in trademark infringement and illegally breaking a written agreement. It seems like Jon Sloan's legal troubles are only just starting...*

Janeiro, Nagoya, Bangkok, Livermore, Bogota, Barcelona, Madrid, Essen, Istanbul, Hong Kong, Taipei, Johannesburg, Saint Petersburg, Leningrad, Ankara, Berlin, Sydney, Melbourne, Montreal, Durban, Napoli, Rotterdam, Warsaw, Bonn, Bucharest, Budapest, Vienna, Belgrade, Perth, Kyoto, Stockholm, Riyadh, Ocean City...

Are you a victim of Jon "Dr Death" Sloan/Doug "The Mexican" Sloan/Clark "Enforcer" Sloan/Greg "Kingpin" Sloan/Bouncing Bear Botanicals? Were you buying the Que She Diet Pills, he was importing from China, containing **ILLEGAL** and **DEADLY Fen-Phen** as well as dangerous **Propranolol** and **Sibutramine**, all loaded into the Que She pills, which he marketed as "**Que She, the all natural miracle diet pills?**" Please, contact an attorney to learn about your options and a class action suit against Jonathan Clark Sloan and Bouncing Bear Botanicals (and all associates: Clark Sloan, Doug Sloan, Greg Sloan). You have many options to fight this criminal and his organized crime ring and make him pay MILLIONS for your suffering or the death of your loved one because of the deadly Que She diet pills or the **dangerous counterfeit K2** he was marketing for human consumption.

If you're an attorney interested in a class action suit, or law enforcement, please contact us for details.



"These counterfeits pose an even greater danger to users because they often don't know the contents of what they are buying. It'll have the label of K2 or whatever substance on it, but it might be a product that they picked up from the guy next door that's making it in his backyard - Fox News"

### Authentic K2 Manufacturer Info

THERE ARE CURRENTLY ONLY 4 AUTHENTIC K2 PRODUCTS MADE BY THE ORIGINAL AND SOLE K2 MANUFACTURER: K2 BLONDE, K2 SUMMIT, K2 ULTRA, and K2 Solid Sex!

K2 IS NOT MANUFACTURED IN FLORIDA OR INDIANA OR TEXAS OR CALIFORNIA, AND AUTHENTIC K2 WAS NEVER MANUFACTURED IN KANSAS OR MISSOURI!

THE K2 MANUFACTURER DOES NOT SELL DIRECTLY TO RETAILERS! ANYONE CLAIMING TO BE THE K2 MANUFACTURER IS WITHOUT ANY DOUBT A COUNTERFEITER - PLEASE REPORT ANY K2 COUNTERFEITER!

THE K2 MANUFACTURER HAS SET MINIMUM PRICING ON ALL BLENDS, ANYONE OFFERING THE BLENDS FOR LESS IS WITHOUT ANY DOUBT WHATSOEVER SELLING A COUNTERFEIT PRODUCT, NOT COMING FROM THE K2 MANUFACTURER - BEWARE!

THE K2 BRAND HAS BEEN HIJACKED BY CRIMINALS! HELP US REGAIN OUR BRAND AND PUT AN END TO THE POORLY COPIED COUNTERFEITS! IF YOU CARE ABOUT KEEPING K2 LEGAL, STOP PURCHASING CHEAP AND DANGEROUS COUNTERFEITS! BOYCOTT YOUR LOCAL STORES SELLING COUNTERFEIT K2! DEMAND ONLY AUTHENTIC K2 PRODUCTS FROM YOUR LOCAL STORES!

Read more below:

"i know of a store that is using your logo and differant blend names in a store in florida i tried it apart from your it was horrible"

John

Question: "skybluearoma.com has your verified logo and so does k2feelgood.com, so I bought incense from them and it was a horrible aromal How do I know any verified symbol is real? I called skybluearoma and asked them and they said the k2 incense was real and they got the symbol from you."

Manny

Answer: Make sure that the K2Verified.org Seal is clickable and takes you to an area of the K2verified.org website which validates the authenticity of the seal, merchant and product! The fake K2

Copyright © 2010 - k2-incense.com

Verified seals are static, not animated and not clickable, as is the case with the two scammers.  
K2FeelGood.com and SkyBlueAroma.com

Do not buy K2 from stores located in Florida or Indiana - there's over a 99% chance it's a poorly made counterfeit. There are currently at least 3 counterfeiters claiming to be the original K2 manufacturer - all three are scammers (two located in South Florida and one in Indiana; due to an ongoing criminal investigation names cannot be released at this time). Due to confidentiality agreement with the master distributors, the K2 Manufacturer's business name and location is kept secret, therefore ANYONE claiming to be the "K2 Manufacturer" is at best a counterfeiter - and therefore subject to criminal investigation. Anyone involved in business dealings with a counterfeiter can be charged based on the RICO act - even if you're just a reseller or distributor for the counterfeiter! Minimum sentence starts at 20 years PER COUNT, if charged based on RICO. Counterfeiting a trademarked and copyrighted product is a RICO offense.

## Fake K2 Brands

Read below tips on distinguishing between *Real K2* and **Fake K2/Counterfeit K2 incense**:

There are only three original K2 products currently in production: K2 Blonde, K2 Summit and K2 Ultra and now the all new K2 "Sex on the Mountain" (legal everywhere). K2 Blonde and K2 Summit were briefly discontinued, but due to the influx of counterfeit products, they have been temporarily brought back, until the counterfeit issue has been resolved.

"I just want counterfeiters to stop cause you'll never know what they put in it. At least we know what they put in the verified K2. What counterfeiters sell could be anything."

### K2 Fan

Already identified Fake K2 products include, but are not limited to:

K2 Peach	Happy Daze K2
K2 Blue	K2 Kryptonite
K2 Organic	K2 Rainbow
K2 Solid	K2 Champagne
K2 Stealth	K2 Kamikaze
Apple Baked K2	K2 Krush
K2 Coma	K2 Cream Soda
K4 Coma	K2 Granny Smith Apples
K2 Back Door	K2 Apple
K2 Exotica	K2 Chocolate
Premium Blend "Original" K2	K2 Grape
K3	K2 Super Kush
K2 Citrus	K2 Honey
K2 Grand Summit	K2 Champa
Primo K2	K2 Blackberry
K2 Potpourri	K2 Latte
K2 Kush	K2 Volcano
K3 "Improved," K2 K.O.	K2 Mint Chocolate Chip
K2 Haze	K2 Tutti Fruti
K2 Spice	K2 Tropical Punch
K1	Super Kush K2
K2 Ultra Summit	K2 Super Summit
K2 Summit Ultra	K2 Summit 420
K2 Free Kush	K2 Rasta
K2 Free Summit	K2 Pumpkin
K2 Bloom	K2 Pina Colada
K2 Orange Krush	Krush Amazonian
	K2 Mint K2 Free
K2 Super	
K2 Budz	
K2 Plum	

K2 Blueberry  
K2 Watermelon  
Cosmic K2  
K2 Pineapple Express  
Orbital K2  
K2 Cloud 9  
K2 Silver  
K2 Everest  
flavored K2 products  
such as Pineapple  
Strawberry  
Banana  
Cherry  
Cotton Candy  
Grape  
Green Apple  
Orange  
Raspberry  
Wildberry  
Fruit Punch  
Melon  
Mango  
Bubblegum  
Avalanche  
Toxic  
Sexy  
Platinum  
Freedom  
Liberty  
Hypnotic  
K2 Natural  
K2 Budz, K2 Bud

plus MANY MORE.

Also note, a new incense blend called **Pyara** is being presented as "Produced by the creators of K2" - this is a false statement. The creators of K2 have nothing to do with this fraudulent blend, which contains chemicals already banned in numerous States.

Catching *Counterfeit K2* products is trickier. Here are some tips, **ANY PACKAGE STATING PERU MANUFACTURE or CAMEROON MANUFACTURE IS A COUNTERFEIT K2 PRODUCT!** Also be careful with "K2" products originating from Indiana, Texas, Florida, Louisiana, California, Missouri. Some of the counterfeiters have already been arrested, other arrests will undoubtedly follow. If you are a store and are carrying **Counterfeit K2** products, your product will be **SEIZED!** **Seizures of Fake K2** product have already been initiated in Philadelphia, Kansas, Ohio.

So far **K2 Ultra**, being the newest K2 product, is the least counterfeited **K2 blend**.

More news to follow as it becomes available. Watch this space for updates, as more arrests are being made and more Fake K2 products seized from stores. Help us catch counterfeiters, by reporting anyone suspected of **counterfeiting K2** here: [Contact Us](#).

"They are selling a product that is packaged almost just like yours and calling it "K2 420 SUMMIT". I asked for their retailer number and they had nothing to give me. They guaranteed me it was the real thing. It was not!"

**Mrs. Jones**

## Fraudulent Websites

The list of Fraudulent "K2" ripoff websites selling counterfeit product, NOT produced by the original K2 Manufacturer is located below. If you have purchased from any of those websites, IMMEDIATELY contact your credit card issuing bank and dispute the charges! You're also encouraged to call your local FBI, DEA, FDA, DA office! None of those websites are selling a real K2 brand product produced by the original and sole K2 manufacturer. Some of those websites are selling products containing illegal chemicals. All of those websites are involved in criminal copyright and trademark infringement. Some have already been shut down, many others are still live.

- southernburn . com
- K2herbal . com
- Scooter Store counterfeiting K2: operates out of Kansas and Texas*
- k2herbalincensesmoke . com
- topk2 . com
- Operates out of Indiana, currently under investigation by DA's office*
- AuthenticK2Online . com
- HerbalIncenseOnline . com
- righteousbush . com
- WTFherbals . com
- dutchincense . com
- k2-incenses . com
- k2onestopshop . com
- blazek2 . com
- fastaroma . com
- k2fast . com
- k2wk2 . com
- k2incensestore . com
- K-2-Incense . com
- skybluearoma . com
- k2feelgood . com
- puffnstuffsmokeshop . com
- upinsmoke.ecrater . com/
- thesupplyboys . com
- pipessmokeshop . com
- Downinthevalley . com
- smoK2 . com
- k2herbalincense.info
- jaguarbrandk2 . com
- imzonged . com
- k24real . com
- thek2store . com
- South Florida counterfeiter, currently under investigation for fraud*
- botanicalfun . com
- worldsbestk2 . com
- happydazek2 . com
- originalK2incense . com
- k2peruvian . com
- k2original . com
- Zonged . com
- k2kush . com
- k2classic . com
- spicetropix . com
- buyk2here . com
- swankherb . com
- cheap-k2-incense . com
- k2-incense-online . com
- buyk2now . com
- applebaked . com/
- k2store.net
- k2summitshop . com
- buyk2spice . com
- serchez.net/
- k2bymail . com

counterfeits K2 in an abandoned warehouse, recently discovered by local police in Illinois.  
herbalaxation . com  
Nebraska counterfeiter, sells fake "K2 Solid Sex" containing chemicals which are illegal in the areas,  
where it's marketed.  
sites.google . com/site/k2ultrasource99/k2-ultra-source  
k2ultrasource . com  
funblendz . com  
herbalsolids . com  
k2foru2 . com  
buyk2blonde . com  
k2spicedirect . com/  
thebestsalvia . com/cat-k-2-smoking-blends.cfm  
justbuyk2online . com  
k2smokeshop . com/  
k2guaranteed . com/  
legalbudhighs . com  
halfbakedincense . com/  
smokindragon . com/k2\_solid.htm  
alibaba . com  
any merchant found on this website  
skyblends . com/  
herbincense.net/  
buylegalherbs . com/K2\_Incense\_Summit\_Herbal.asp  
k2botanicals . com  
videogalaxy . info/  
bigbrobotanicals . net/  
k2botanicalincense . com  
k2tn . com/  
k2herbalincense . net/  
k2quick . com/  
meckusla . com/  
buyk2direct . com  
legalherbsdirect . com/  
coffeewonk . com/  
advertingcorp . com/  
k2forsale . com/  
dirtcheapk2 . com/  
allk2 . com/  
wholesaleincensek2 . com  
yourblackmamba . com/  
k2forless . com/  
k2authenticincense . com  
kindspice . com  
k2authentic . com  
k2kings . com  
k2addict . com  
incenseparadise . com  
k2herbalincense . com  
potentsalvia . com  
k2stop . com  
incensecafe . com  
freshsalvia . com/herbalblend.html  
salemdw . com  
k2bros . com  
serenitynowherbals . com  
herbalaromashop . com  
twistedherbs . com  
k2distributors . com  
k2cheapincense . com  
k2incenseonline . com  
k2gateway . com  
IncenseAndSpice . com  
incensellc . com  
lowestpriceincense . com

k2premiumincense . com  
premiumk2 . com  
pristinepotency . com  
happydazeherbals . com  
k2ultradirect . com  
PremiumBlendHerbal . com  
topk2 . net  
lowpricek2 . com  
qualityherbalsforu . com  
designerspices . com  
bestspiceblends . com  
K2incenseNews . com, a counterfeiter creating fake "news" used to libel legitimate K2 websites  
mindvacation.biz  
herbalincense.us  
hitsandgiggles.webs . com  
floridak2 . com  
legalsmokeblends . com  
zenthetics . com  
k2dealerassociation . com - fraudulent, anonymous website trying to give legitimacy to counterfeit K2  
suppliers and retailers  
legalsmokeblends . com  
tobaccogeneral . com  
k24sale . com  
mindcense . com  
K2HerbalEssence . com  
premium-herbs . com  
herbalsking . com  
hamptonpipeandtobacco . com  
qincense . com  
HerbalCityStore . com  
w-t-fherbal . com  
840karma . com  
herbal-incense-direct . com  
HerbalCity . co  
k2-herbal . com  
quickaroma . com  
yhst-23127725271227 . stores . yahoo . net  
HerbalIncenseDirect . com  
k2IncenseWholesales . com  
naughty-greenhouse . com  
K2Konnection . com  
bulk-k2 . com  
wickedherb . com  
herbal-k2 . com  
incensesite . com  
floridaherbals . com  
alhamrah . com  
goldofsunshine . com, ran by a guy named Jerry, an associate of the infamous Sloan Crime Family of  
Kansas  
southernburn . com  
k2relax.webs . com  
5-star-herbal-incense . com  
k2online4u . com  
grade-a-herbal-incense . com  
incenseofherbs . com  
eclipsecrafts . com  
k2-herbal-party . com and k2herbalparty . com  
BestK2 . com  
pizbismokeshop . com  
bigsmokeshop . com  
k2andmore . com  
blackmambashop . com  
highqualityk2 . com  
reak2incense . com

bedandbathme . com  
 k2-k2incense . com  
 thek2incense . com  
 k2incenseherb . com  
 420herbalincense . com  
 zenscentz . com  
 incenseemporium . com  
 thek2king . com  
 icebergk2 . com  
 extremeglassshop . com  
 k2extra . com  
 k2incenselegaleverywhere . com  
 wholesalek2incense . com  
 verifyk2incense . com - a fake "K2Verified.org" knockoff site, trying to give legitimacy to counterfeit "K2"  
 outletshttp://k2incense . com/  
 k2legalsmoke . com  
 k2incense . com - be especially aware of this website, as it used to be owned by a legitimate K2 distributor, a member of the Sloan Crime Family of Kansas, Greg "Kingpin" Sloan, until Gregory P. Walker a South Florida scammer got a hold of the domain name. The website sells counterfeit products, which have nothing to do with K2.  
 thenewk2 . com  
 kind2k . com

### Companies involved in K2 Counterfeiting:

Southeast Ventures, LLC, AKA Southeast Ventures MFG, LLC, AKA WL Products, AKA K2Direct; PPK, LLC, My-Bath.com, Herbal Incense

### Persons involved in K2 counterfeiting:

{ Jon & Doug Sloan (Indiana), Brenton D Bruns II (Florida), Dave Dierker (Texas), Rob McGrath (North Carolina), Elizabeth Shaw (Florida), Gregory P Walker (Florida/New York), Liam Burns (New York), Sonny Saleem (Texas). }

As we are unable to single handedly fight the literally thousands upon thousands of "K2" counterfeiterers, we ask for the assistance of Federal and State authorities from the FDA, DEA, DA, FBI, local police, Fire Marshal's Office, Homeland Security, Customs and anyone else, who can help shut those illegitimate operations down.

"Wow! Ultra is great, had some friends over the weekend and had a blast with it. I just wanted to say thank you for the generous amount that was given and quality that it was made. Hopefully Houston stores will start carrying your product again, because there's nothing like the original."  
 A. Rodriguez



Unless you're buying through a K2 Verified website or store, the product you're buying does not come from the original and only manufacturer of authentic K2 products; many counterfeit "K2" products contain illegal chemicals and can land you in prison or worse. If you can't Verify it, don't buy it!

1- 877-K2-HERBS

Home

Verify a Retailer

Counterfeit Blends

Report Counterfeits

Identify Real K2

Current K2 Legality

K2 Trademark

FAQ

About Us

K2 Incense News

Contact Us

### K2 TRADEMARK

It Has Come To Our Attention That Certain Retailers And Distributors Are Claiming Ownership Of The K2 Incense Name.

In the increasing trend of online fraud and counterfeiting, it has come to the attention of the K2 Manufacturer and K2 Trademark Owner that a growing number of websites, as well as offline operations, are claiming ownership of the K2 Incense trademark. These claims are just as counterfeit as the products being produced and distributed.

There is only one owner of the K2 Incense brand name, just as there is only one original K2 Manufacturer. Further legal action is pending in this matter which will address many of the misrepresentations being made. Anyone involved in business dealings with a counterfeiter can be potentially charged based on the RICO act - even if the perpetrator is just a reseller or distributor for the counterfeiter. Minimum sentencing for RICO related offenses starts at 20 years Per Count. Counterfeiting a trademarked and copyrighted product is a RICO offense.

Be aware of fraudulent claims of K2 trademark ownership by members of the Sloan Crime Family of Kansas and the group's ringleader Jonathan Clark Sloan, as well as a myriad of others:



PTO Form 1478 (Rev 9/2006)  
 OMB No. 0651-0009 (Exp 12/31/2011)

## Trademark/Service Mark Application, Principal Register

### TEAS Plus Application

**Serial Number: 85101704**  
**Filing Date: 08/06/2010**

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

**The table below presents the data as entered.**

Input Field	Entered
<b>TEAS Plus</b>	<b>YES</b>
<b>MARK INFORMATION</b>	
<b>*MARK</b>	<u>K2</u>
<b>*STANDARD CHARACTERS</b>	YES
<b>USPTO-GENERATED IMAGE</b>	YES
<b>LITERAL ELEMENT</b>	K2
<b>*MARK STATEMENT</b>	The mark consists of standard characters, without claim to any particular font, style, size, or color.
<b>REGISTER</b>	Principal
<b>APPLICANT INFORMATION</b>	
<b>*OWNER OF MARK</b>	Bouncing Bear Botanicals, Inc.
<b>*STREET</b>	PO Box 1993
<b>*CITY</b>	Lawrence
<b>*STATE</b> (Required for U.S. applicants)	Kansas

**EXHIBIT S1**

*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants only)	66044
<b>LEGAL ENTITY INFORMATION</b>	
*TYPE	CORPORATION
* STATE/COUNTRY OF INCORPORATION	Kansas
<b>APPLICANT INFORMATION</b>	
*OWNER OF MARK	Brad Miller
*STREET	2105 Meadow Ridge Dr.
*CITY	Innsbrook
*STATE (Required for U.S. applicants)	Missouri
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants only)	63390
<b>LEGAL ENTITY INFORMATION</b>	
*TYPE	INDIVIDUAL
* COUNTRY OF CITIZENSHIP	United States
<b>GOODS AND/OR SERVICES AND BASIS INFORMATION</b>	
*INTERNATIONAL CLASS	003
IDENTIFICATION	Incense
*FILING BASIS	SECTION 1(a)
FIRST USE ANYWHERE DATE	At least as early as 03/31/2009
FIRST USE IN COMMERCE DATE	At least as early as 03/31/2009
SPECIMEN FILE NAME(S)	\\TICRS\EXPORT11\IMAGEOUT 11\851 017\85101704\xml1\ FTK0003.JPG
SPECIMEN DESCRIPTION	Digitally photographed package
<b>ADDITIONAL STATEMENTS INFORMATION</b>	
*TRANSLATION (if applicable)	
*TRANSLITERATION (if applicable)	
*CLAIMED PRIOR REGISTRATION	

(if applicable)	
*CONSENT (NAME/LIKENESS) (if applicable)	
*CONCURRENT USE CLAIM (if applicable)	
<b>ATTORNEY INFORMATION</b>	
NAME	Rebecca Wempe
INTERNAL ADDRESS	Ste 500
STREET	900 Massachusetts
CITY	Lawrence
STATE	Kansas
COUNTRY	United States
ZIP/POSTAL CODE	66044
PHONE	784/843-0811
FAX	785/843-0341
EMAIL ADDRESS	rwempe@stevensbrand.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
<b>CORRESPONDENCE INFORMATION</b>	
*NAME	Rebecca Wempe
FIRM NAME	Stevens & Brand, LLP
INTERNAL ADDRESS	Ste 500
*STREET	900 Massachusetts
*CITY	Lawrence
*STATE (Required for U.S. applicants)	Kansas
*COUNTRY	United States
*ZIP/POSTAL CODE	66044
PHONE	784/843-0811
FAX	785/843-0341
*EMAIL ADDRESS	rwempe@stevensbrand.com
*AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes

<b>FEE INFORMATION</b>	
<b>NUMBER OF CLASSES</b>	1
<b>FEE PER CLASS</b>	275
<b>*TOTAL FEE PAID</b>	275
<b>SIGNATURE INFORMATION</b>	
<b>* SIGNATURE</b>	/Jonathan Sloan/
<b>* SIGNATORY'S NAME</b>	Jonathan Sloan
<b>* SIGNATORY'S POSITION</b>	President
<b>* DATE SIGNED</b>	08/05/2010
<b>* SIGNATURE</b>	/BradMiller/
<b>* SIGNATORY'S NAME</b>	Brad Miller
<b>* SIGNATORY'S POSITION</b>	Owner
<b>* DATE SIGNED</b>	08/05/2010

PTO Form 1478 (Rev 9/2006)  
OMB No. 0651-0009 (Exp 12/31/2011)

**Trademark/Service Mark Application, Principal Register**

**TEAS Plus Application**

**Serial Number: 85101704**

**Filing Date: 08/06/2010**

**To the Commissioner for Trademarks:**

**MARK:** K2 (Standard Characters, see mark)

The literal element of the mark consists of K2.

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

The applicants, Bouncing Bear Botanicals, Inc., a corporation of Kansas, having an address of

PO Box 1993

Lawrence, Kansas 66044

United States Brad Miller, a citizen of United States, having an address of

2105 Meadow Ridge Dr.

Innsbrook, Missouri 63390

United States

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

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

International Class 003: Incense

In International Class 003, the mark was first used at least as early as 03/31/2009, and first used in commerce at least as early as 03/31/2009, and is now in use in such commerce. The applicants are submitting one specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) Digitally photographed package.

[Specimen File1](#)

The applicants hereby appoint Rebecca Wempe

Ste 500

900 Massachusetts

Lawrence, Kansas 66044

United States

to submit this application on behalf of the applicants.

Correspondence Information: Rebecca Wempe  
Ste 500  
900 Massachusetts  
Lawrence, Kansas 66044  
784/843-0811(phone)  
785/843-0341(fax)  
rwempe@stevensbrand.com (authorized)

A fee payment in the amount of \$275 has been submitted with the application, representing payment for 1 class(es).

**Declaration**

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

Signature: /Jonathan Sloan/ Date Signed: 08/05/2010  
Signatory's Name: Jonathan Sloan  
Signatory's Position: President

Signature: /BradMiller/ Date Signed: 08/05/2010  
Signatory's Name: Brad Miller  
Signatory's Position: Owner

RAM Sale Number: 6965  
RAM Accounting Date: 08/06/2010

Serial Number: 85101704  
Internet Transmission Date: Fri Aug 06 10:28:06 EDT 2010  
TEAS Stamp: USPTO/FTK-24.124.15.11-20100806102806049  
573-85101704-470cd131ae10a31d4f6cc7b4bd4  
dc579f-CC-6965-20100805103854212476

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*If you need help:*

- **General trademark information:** Please e-mail [TrademarkAssistanceCenter@uspto.gov](mailto:TrademarkAssistanceCenter@uspto.gov), or telephone either 571-272-9250 or 1-800-786-9199.
- **Technical help:** For instructions on how to use TDR, or help in resolving **technical** glitches, please e-mail [TDR@uspto.gov](mailto:TDR@uspto.gov). If outside of the normal business hours of the USPTO, please e-mail [Electronic Business Support](#), or call 1-800-786-9199.
- **Questions about USPTO programs:** Please e-mail [USPTO Contact Center \(UCC\)](#).

**NOTE:** Within any e-mail, please include your telephone number so we can talk to you directly, if necessary. Also, include the relevant serial number or registration number, if existing.



STATE OF KANSAS  
OFFICE OF SECRETARY OF STATE

I, CHRIS BIGGS, Kansas Secretary of State, certify that the records of this office reveal the following:

I, CHRIS BIGGS, Secretary of State of the State of Kansas do hereby certify that the trademark registration for

K2

to be used in conjunction with CLASS 003,

" "

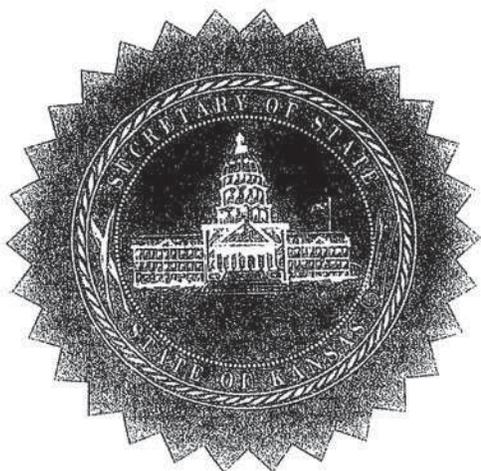
for:

THIS MARK WILL BE USED TO IDENTIFY INCENSE claimed by registrant to have been first used since March 31, 2009 and first used in the state of Kansas since March 31, 2009 has been filed by

BOUNCING BEAR BOTANICALS, INC.  
PO BOX 1993  
LAWRENCE KANSAS 66044

A facsimile of said mark is hereto attached and the fee due this office has been paid. Said mark is registered for a period of five years from the date of original filing, or renewal, October 1, 2010

IN TESTIMONY WHEREOF:  
I hereto set my hand and cause to be affixed my official seal. Done at the city of Topeka, this 1ST day of October A.D. 2010



CHRIS BIGGS  
KANSAS SECRETARY OF STATE

**EXHIBIT S2**

From: sales@k2incense.org  
To: MMill55@aol.com  
Sent: 10/4/2010 11:03:40 A.M. Central Daylight Time  
Subj: Welcome to K2 Incense

Dear Ms. Miller,

We wish to welcome you to K2 Incense.

With your account, you can now take part in the various services we have to offer you. Some of these services include:

Permanent Cart - Any products added to your online cart remain there until you remove them, or check them out.

Order History - View your history of purchases that you have made with us.

For assistance, please contact us at: [www.k2incense.org/contact.html](http://www.k2incense.org/contact.html)

Sincerely,

K2 Incense Staff.

K2 Incense Online Store

This email address was given to us by you or by one of our customers. If you did not signup for an account, or feel that you have received this email in error, please send an email to [sales@k2incense.org](mailto:sales@k2incense.org)

This email is sent in accordance with the US CAN-SPAM Law in effect 01/01/2004. Removal requests can be sent to this address and will be honored and respected.

**EXHIBIT. T**

From: noreply@alertpay.com  
To: mmill55@aol.com  
Sent: 10/4/2010 11:11:27 A.M. Central Daylight Time  
Subj: ALERTPAY: Validate Your Email

ALERTPAY: Validate Your Email  
\*\*\*\*\*  
THIS IS AN AUTOMATED EMAIL - PLEASE DO NOT REPLY  
\*\*\*\*\*

Dear Merlene Miller,

Thank you for using AlertPay for your payment to K2 Incense (sales@k2incense.org). AlertPay is your seller's preferred secure way to get paid.

To easily set up your AlertPay account, please validate your email address by clicking on the link below or by copying and pasting it into the address bar of your web browser.

-----  
<https://www.alertpay.com/V.aspx?c=5STOO2P129BB>  
-----

-----  
You will be asked to create a password for your AlertPay account and click on "Update". Then your account will be ready to go!

Thanks for using Alertpay,

The AlertPay Team

Need Assistance? We're happy to help by phone at 1-514-748-5774, Monday to Friday 9:00am to 5:00 pm EST, or by email

By Email: <http://www.alertpay.com/info/ContactUs.aspx>

Protect you account:

- Always keep your password confidential and never share it with anyone, including AlertPay employees.
- Protect yourself against fraudulent websites and emails. Open a new browser window and type in <http://www.alertpay.com> every time you log in to your account.

Copyright 2010. All rights reserved. AlertPay

From: sales@k2incense.org  
To: MMill55@aol.com  
Sent: 10/4/2010 11:11:27 A.M. Central Daylight Time  
Subj: Order Confirmation No: 6521

Order Confirmation from K2 Incense

Merlene Miller

Thanks for shopping with us today!  
The following are the details of your order.

-----  
Order Number: 6521  
Date Ordered: Monday 04 October, 2010  
Detailed Invoice:  
[http://k2incense.org/cart/index.php?main\\_page=account\\_history\\_info&order\\_id=6521](http://k2incense.org/cart/index.php?main_page=account_history_info&order_id=6521)

Products

-----  
1 x SOLID "Sex on the Mountain" \$29.98/g Limited Edition (k2-SM-1gram) =  
\$29.95

-----  
Sub-Total: \$29.95  
Flat Rate (Best Way): \$4.95  
Total: \$34.90

Delivery Address

-----  
Merlene Miller  
769 Grant St  
Lawrence, KS 66044  
United States

Billing Address

-----  
Merlene Miller  
769 Grant St  
Lawrence, KS 66044  
United States

Payment Method

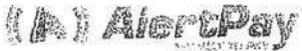
-----  
Credit Cards via AlertPay

-----  
This email address was given to us by you or by one of our customers. If you feel that you have received this email in error, please send an email to [sales@k2incense.org](mailto:sales@k2incense.org)

-----  
Copyright (c) 2010 K2 Incense. Powered by Zen Cart

This email is sent in accordance with the US CAN-SPAM Law in effect 01/01/2004. Removal requests can be sent to this address and will be honored and respected.

From: noreply@alertpay.com  
To: mmill55@aol.com  
Sent: 10/4/2010 11:23:27 A.M. Central Daylight Time  
Subj: ALERTPAY: Receipt For Your Payment



**ALERTPAY: Receipt for Your Payment**

\*\*\*\*\*  
THIS IS AN AUTOMATED EMAIL - PLEASE DO NOT REPLY.  
\*\*\*\*\*

Dear Merlene Miller,

This email confirms that you have successfully paid \$34.90 USD to K2 Incense through AlertPay, a fast and secure way to pay online. If you have any issues related to this purchase, please contact the seller, K2 Incense (sales@k2incense.org) and allow them up to five business days to respond to your query.

**Please note:** the charge on your credit card statement for this payment will show as:AlertPay 514-748-5774

**Payment Details**

Date: October 04, 2010 12:06:15 PM  
Amount Paid: \$34.90 USD  
Name on Statement:AlertPay 514-748-5774  
Reference Number: F6A9A-3DF14-9C491  
Seller Name: K2 Incense  
Seller Email: sales@k2incense.org  
Item Description: SOLID "Sex on the Mountain" \$29.98/g Limited Edition: N/A

**Shipping Detail**

Address:769 Grant ST  
City:Lawrence  
State/Province:KS  
Zip Code/Postal Code:66044  
Country:United States

If you are unable to contact the seller regarding your transaction, please contact AlertPay's Customer Support team.

Thanks for using AlertPay,

The AlertPay Team

**Need Assistance? We're happy to help by phone at 1-514-748-5774, Monday to Friday 9:00am to 5:00 pm EST, or by email**

**Protect your account:**

- Always keep your password confidential and never share it with anyone, including AlertPay employees.
- Protect yourself against fraudulent websites and emails. Open a new browser window and type in <http://www.alertpay.com> every time you login to your account.

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Copyright © 2010. All rights reserved. AlertPay

---

From: sales@k2incense.org  
To: MMill55@aol.com  
Sent: 10/4/2010 3:54:09 P.M. Central Daylight Time  
Subj: Order Update #6521

K2 Incense

---

Order Number: 6521

Detailed Invoice:  
[http://k2incense.org/cart/index.php?main\\_page=account\\_history\\_info&order\\_id=6521](http://k2incense.org/cart/index.php?main_page=account_history_info&order_id=6521)

Date Ordered: Monday 04 October, 2010

The comments for your order are: USPS-9405 5036 9930 0360 8883 78

Your order has been updated to the following status:  
New status: Update

Please reply to this email if you have any questions.

This email address was given to us by you or by one of our customers. If you feel that you have received this email in error, please send an email to sales@k2incense.org

This e-mail is sent in accordance with the US CAN-SPAM Law in effect 01/01/2004. Removal requests can be sent to this address and will be honored and respected.

From: USPS\_Shipping\_Services@usps.com  
To: MMill55@aol.com  
Sent: 10/4/2010 7:05:03 P.M. Central Daylight Time  
Subj: Click-N-Ship(R) Notification

\*\*\*\* This is a post-only message. Please do not respond. \*\*\*\*

Dear MERLENE MILLER,

This ship notification is being sent to you by the U.S. Postal Service® at the request of SHIPPING DEPARTMENT. If the "Shipped To" address information is not correct, please contact the Shipper.

A package with a Click-N-Ship® label created on usps.com containing the following information is scheduled to be shipped on 10/04/2010.

<u>From:</u>	<u>Shipped to:</u>
SHIPPING DEPARTMENT	MERLENE MILLER
PO BOX 364654	769 GRANT ST
N LAS VEGAS NV 89036-8654	LAWRENCE KS 66044-5429

Type of Service: Delivery Confirmation™  
Label Number: 9405 5036 9930 0360 8883 78

To check on the delivery status of your package, please go to [Track and Confirm](http://www.usps.com) at [www.usps.com](http://www.usps.com).

Thank you,  
United States Postal Service®

\*\*Please do not respond to this email. Any reply will not be received by the USPS or the shipper. This email was sent to you at the shipper's request to notify you that the information above has been electronically sent to the USPS.

EXHIBIT U

08:27:08 PM EP14F OCT 2008

<b>UNITED STATES POSTAL SERVICE®</b>		<b>Click-N-Ship®</b>	
<b>P</b>	usps.com	9405 5036 9930 0360 8883 78 0047 8001 0088 80	
	<b>\$4.75</b>	<b>US POSTAGE</b>	
	Flat Rate Env	Commercial Base Pricing	
	20/04/10	1 lb 0 oz	Mailed from 89038 071V00552023
<b>USPS PRIORITY MAIL®</b>			
SHIPPING DEPARTMENT		Ref#: 6521	<b>0006</b>
PO BOX 384854 N LAS VEGAS NV 89036-8854			
SHIP TO: MERLENE MILLER 769 GRANT ST LAWRENCE KS 66044-5429			
<b>ZIP - e/ USPS DELIVERY CONFIRMATION™</b>			
			
420 66044 9405 5036 9930 0360 8883 78			
Electronic Rate Approved #038555749			

UNITED STATES POSTAL SERVICE  
**PRIORITY MAIL**

Flat Rate  
Mailing Envelope

PLEASE PRESS FIRMLY

Print postage online - Go to usps.com/postageonline

PLEASE PRESS FIRMLY

POSTAGE REQUIRED.



14F



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UNITED STATES POSTAL SERVICE



Flat Rate  
Mailing Envelope  
For Domestic and International Use

Visit us at [usps.com](http://usps.com)



Postmaster  
North Las Vegas, NV 89036  
City, State, ZIP Code

Date 10/7/10

**REQUEST FOR CHANGE OF ADDRESS OR BOXHOLDER INFORMATION NEEDED FOR SERVICE OF LEGAL PROCESS**

Please furnish the new address or the name and street address (if a boxholder) for the following:

Name: Allegrand Enterprises

Address: PO Box 364654, N. Las Vegas, NV 89036-8654

Note: Only one request may be made per completed form. The name and last known address are required for change of address information. The name, if known and Post Office box address are required for boxholder information. The following information is provided in accordance with 39 CFR 285.6(d)(4)(ii). There is no fee charged for change of address or boxholder information.

1. Capacity of requester (process server, attorney, party representing self): attorney
2. Statute or regulation that empowers me to serve process (not required for attorney's or a party acting pro se—except a corporation acting pro se must cite statute): \_\_\_\_\_
3. The names of all known parties to the litigation: Jonathan Sloan; Brad Miller; Bouncing Bear Botanicals, Inc.; Ryan Scott; KTW Enterprises, Ltd.
4. The court in which the case has been or will be heard: U.S. District Court for the District of Kansas
5. The docket or other identifying number if one has been issued: \_\_\_\_\_
6. The capacity in which this individual is to be served (defendant or witness) defendant

**WARNING: THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).**

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in conjunction with actual or prospective litigation.

Rebecca Wempe  
Signature

Stevens & Brand, LLP, 900 Massachusetts Ste 500  
Address

Rebecca Wempe  
Printed Name

Lawrence, KS 66044  
City, State, ZIP Code

**FOR POST OFFICE USE ONLY**

No change of address on file

New Address or Boxholder Name and Street Address

Moved and left no forwarding address

No such address

good as addressed!  
[Signature]



**EXHIBIT V**

Oct 21 2010 8:05AM HP LASERJET FAX