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

Proceeding	91200183
Party	Defendant Miss G-String International LLC
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE BEFORE THE  
TRADEMARK TRIAL AND APPEAL BOARD

For: "MISS G-STRING INTERNATIONAL"

Serial No. 77/753,000

THE WORLD'S PAGEANTS, LLC

Opposer,

Published December 7, 2010

-Against-

Filed: June 5, 2009

MISS G-STRING INTERNATIONAL LLC

Applicant.

October 27, 2011

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

**APPLICANT'S MOTION TO STRIKE *NUNC PRO  
TUNC* TRADEMARK ASSIGNMENTS**

Pursuant to Trademark Rule 2.127, MISS G-STRING INTERNATIONAL LLC, a Florida Limited Liability Company ("APPLICANT"), by and through its Attorney, Luke Lirot,, respectfully submits this *Motion To Strike Nunc Pro Tunc Trademark Assignments*, dated and filed September 27, 2011, by Attorney Thomas Aquilla ("AQUILLA"), collectively representing R&D Promotions, Inc., a corporation ("R&D"), Gracinda Cardoso, an individual ("CARDOSO"), and The Worlds Pageants, LLC , a limited liability company ("Opposer").

The automatic assignments to Opposer of (1) Registration Number 2,037,202 for the MISS NUDE INTERNATIONAL mark and (2) Registration Number 3,039,826 for the MISS NUDE WORLD

mark were improper because the assignors did not own the marks. Additionally, the *Nunc Pro Tunc* trademark assignments (first by Judgment Debtor R&D to Judgment Debtor CARDOSO, then from Judgment Debtor CARDOSO to Opposer) were ineffective because the actions were a fraudulent conveyance of assets to avoid execution by a lawful third party Judgment Creditor (e.g., William Eadie, an individual (“EADIE”).

## I. BACKGROUND

In this Opposition Proceeding, EADIE provided the USPTO with written notification and supportive documentation, on September 22, 2011, and again on September 23, 2011, which identified both R&D and CARDOSO as Judgment Debtors and third party EADIE as the Judgment Creditor. On September 23, 2011, the United States Patent and Trademark Office (“USPTO”) sent Judgment Creditor EADIE his *Notice of Recordation of Assignment Document #900202715*, for the mark MISS NUDE INTERNATIONAL (U.S. Registration Number 2,037,202). On September 27, 2011, the USPTO sent Judgment Creditor EADIE his second *Notice of Recordation of Assignment Document #900202903*, for the mark MISS NUDE WORLD (U.S. Registration Number 3,039,826).

AQUILLA, apparently with “malice,” conspired with Judgment Debtor CARDOSO to defraud the USPTO by conceiving, composing and, on September 27, 2011, executing two (2) fraudulent *Nunc Pro Tunc* Trademark Assignments in an effort to avoid justice and unlawfully achieve an inequitable result. Judgment Debtor CARDOSO is a principal in *both* Judgment Debtor R&D as well as the Opposer and Opposer. The first fraudulent *Nunc Pro Tunc* assignment effectuated the fraudulent conveyance of assets, (e.g., the MISS NUDE INTERNATIONAL and MISS NUDE WORLD marks), from Judgment Debtor R&D to Judgment Debtor CARDOSO, while the second fraudulent *Nunc Pro Tunc* assignment (filed contemporaneous with the first) further effectuated the fraudulent conveyance of these assets from

Judgment Debtor CARDOSO to Opposer. The intent of these fraudulent *nunc pro tunc* trademark assignments is to defraud the USPTO as a means to circumvent the proper and lawful seizure of the trademarks by Judgment Creditor EADIE through the full faith and credit of a state court order of Final Judgment, thereby maintaining this meritless Opposition proceeding.

## **II. THIRD PARTY EADIE IS THE LAWFUL OWNER OF THE TRADEMARKS**

On April 1, 2005, *The Circuit Court For The Sixth Judicial Circuit In And For Pinellas County, Florida* ordered the *Final Judgment* in favor of Plaintiff, Brian Bell, an Individual (“BELL”), against Defendant R&D, a corporation, and Defendant CARDOSO, an individual (**Exhibit A**).

On August 22, 2011, the *Assignment of Final Judgment Agreement* was executed between Assignor, BELL and Assignee, EADIE. BELL and EADIE executed the *Assignment of Final Judgment Agreement* in the presence of a State of Florida authorized Notary Public. This assignment made William EADIE the owner of the judgment (**Exhibit B**).

Judgment Debtors R&D and CARDOSO are both located in the city of Kissimmee in Osceola County, Florida. On August 26, 2011, EADIE registered his interest by recording a *Certified Copy of the Final Judgment* (File #2011118634/Book 04169/Pages 1325-1326) and the original *Assignment of Final Judgment Agreement* (File #2011118635/Book 04169/Pages 1327-1331) with the Clerk of the Court in Osceola County, Florida (**Exhibits A & B**).

On September 1, 2011, EADIE filed a *Judgment Lien*, J11000564745, with the State of Florida, which identifies R&D as the Judgment Debtor and EADIE as the Judgment Creditor (**Exhibit C**). On September 2, 2011, EADIE filed a *Judgment Lien*, J11000565239, with the State of Florida, which identifies CARDOSO as the Judgment Debtors and EADIE as the Judgment Creditor (**Exhibit D**).

On September 22, 2011, the records of the United States Patent and Trademark Office (“USPTO”) identified Judgment Debtor R&D as the Owner of Record for U.S. Registration Number 2,037,202 for the MISS NUDE INTERNATIONAL mark.

On September 22, 2011, Judgment Creditor EADIE filed a Trademark Assignment for U.S. Registration Number 2,037,202 for the MISS NUDE INTERNATIONAL mark, as authorized by his valid and enforceable court order.

Judgment Creditor EADIE included with the Trademark Assignment filing a:

1. Copy of the USPTO TESS document last updated on “Saturday, September 10 04:35:46 EDT 2011” which identifies Judgment Debtor R&D as the Owner of Record for U.S. Registration Number 2,037,202 for the MISS NUDE INTERNATIONAL mark, with the first renewal date of *April 16, 2007* (**Exhibit E**);
2. Copy of the *Final Judgment* ordered *In The Circuit Court For The Sixth Judicial Circuit In And For Pinellas County, Florida* dated April 1, 2005 (**Exhibit A**);
3. Copy of the *Assignment Of Final Judgment Agreement* dated August 22, 2011 (**Exhibit B**);
4. Copy of the *Judgment Lien*, J11000564745, which identified R&D as the Judgment Debtor and EADIE as the Judgment Creditor (**Exhibit C**); and
5. Copy of the *Judgment Lien*, J11000565239, which identified CARDOSO as the Judgment Debtor and EADIE as the Judgment Creditor (**Exhibit D**).

On September 22, 2011 at 11:07 AM, Judgment Creditor EADIE received from the USPTO confirmation of his Trademark Assignment filing, titled “Assignment confirmation Receipt ID:TM214272” which included the attachment “EASTM214272”.

On September 23, 2011 at 06:38 AM, Judgment Creditor EADIE received from the USPTO his *Notification of Recordation of Trademark Assignment*, titled “Assignment Notice of Recordation (WUID:

900202715)” which included the attachments “Notice” and “Cover Sheet” (**Exhibit F**).

On September 23, 2011, Judgment Creditor EADIE filed a Section 7 Request with the USPTO for the MISS NUDE INTERNATIONAL mark.

On September 23, 2011 at 12:23 PM, Judgment Creditor EADIE received from the USPTO confirmation of his Section 7 Request, titled “RDP-CDZ6 Registration number 2037202: Received Your Section 7 Request”.

On September 23, 2011, the records of the USPTO identified Judgment Debtor R&D as the Owner of Record for U.S. Registration Number 3,039,826 for the MISS NUDE WORLD mark.

On September 23, 2011, Judgment Creditor EADIE filed a Trademark Assignment for U.S. Registration Number 3,039,826 for the MISS NUDE WORLD mark, as authorized by his valid and enforceable court order.

Judgment Creditor EADIE included with his Trademark Assignment filing a:

1. Copy of the USPTO TESS document last updated on “Friday, September 23 04:35:46 EDT 2011” which identifies Judgment Debtor R&D as the owner of record for U.S. Registration Number 3,039,826 for the MISS NUDE WORLD mark (**Exhibit G**);
2. Copy of the *Final Judgment* ordered *In The Circuit Court For The Sixth Judicial Circuit In And For Pinellas County, Florida* dated April 1, 2005 (**Exhibit A**);
3. Copy of the *Assignment of Final Judgment Agreement* dated August 22, 2011 (**Exhibit B**);
4. Copy of the *Judgment Lien*, J11000564745, which identified R&D as the Judgment Debtor and EADIE as the Judgment Creditor (**Exhibit C**); and
5. Copy of the *Judgment Lien*, J11000565239 which identified CARDOSO as the Judgment Debtor and EADIE as the Judgment Creditor (**Exhibit D**).

On September 23, 2011 at 4:17 PM, Judgment Creditor EADIE received from the USPTO confirmation of his Trademark Assignment filing, titled "Assignment confirmation Receipt ID:TM214468" which included the attachment "EASTM214468."

On September 27, 2011, at 06:25 AM, Judgment Creditor EADIE received from the USPTO his *Notification of Recordation of Trademark Assignment*, titled "Assignment Notice of Recordation (WUID: 900202903)" which included the attachments "Notice" and "Cover Sheet" (**Exhibit H**).

On September 27, 2011, Judgment Creditor EADIE filed a Section 7 Request with the USPTO for the U.S. Registration Number 3,039,826 for the MISS NUDE WORLD mark.

On September 27, 2011 at 11:37 AM, Judgment Creditor EADIE received from the USPTO confirmation of his Section 7 Request, titled "RDP-CDZ6 Registration number 3039826: Received Your Section 7 Request."

**III. THE NUNC PRO TUNC TRADEMARK ASSIGNMENTS WERE CREATED AND SUBMITTED IN AN EFFORT TO DEFRAUD THE U.S. PATENT AND TRADEMARK OFFICE AND WILLIAM EADIE**

The *Nunc Pro Tunc* assignments were intended to avoid execution of a valid and enforceable judgment by a third party, Judgment Creditor EADIE. The Board, in *Hotel Corporation of America v. Inn America, Inc.*, 153 USPQ 574, 578 (TTAB 1967), has previously stated the following regarding such assignments. "*Nunc pro tunc*," literally speaking, means now for then. A *nunc pro tunc* assignment in practice and as meant in law is an assignment made now of something which was previously done, to have effect as of the former date. The purpose of such an assignment is to make the record show something which actually occurred, but has been omitted from the record through inadvertence or mistake. See: 67 Corpus Juris Secundum, pages 1 and 2; and Black's Law Dictionary, Third Edition (1933). These trademark assignments were executed only to avoid the execution of a judgment by a lawful Judgment Creditor, EADIE, and to maintain this meritless Opposition proceeding.

AQUILLA collectively represents Judgment Debtor R&D, Judgment Debtor CARDOSO and

Opposer. Judgment Debtor CARDOSO is a principal in both Judgment Debtor R&D and Opposer (Exhibit I & J).

EADIE is also a member of a multiple member limited liability company, Miss G-String International LLC, identified as the Applicant ("APPLICANT") in a Trademark Trial and Appeal Board ("TTAB") action, Number 91200183, which further identifies the Opposer as Assignee, OPPOSER (Exhibit K).

On September 16, 2011, APPLICANT filed its *Applicant's Initial Disclosures* with the TTAB which identified Judgment Creditor EADIE as an *Individual With Discoverable Information*. APPLICANT maintained full transparency by disclosing (1) *Initial Disclosures Exhibit L*, a letter sent by AQUILLA to APPLICANT's Attorney, dated May 13, 2009, (2) *Initial Disclosures Exhibit M*, the *Final Judgment*, (3) *Initial Disclosures Exhibit N*, the *Assignment of Final Judgment*, (4) *Initial Disclosures Exhibit O*, the *Judgment Lien R&D*, and (5) *Initial Disclosures Exhibit P*, the *Judgment Lien CARDOSO* (Exhibits L, A, B, C & D).

APPLICANT further disclosed the use of any and all records of *CASE UCN:522004CA007512 XXCICI IN THE CIRCUIT COURT FOR THE SIXTH JUDICIAL CIRCUIT COURT IN AND FOR PINELLAS COUNTY, FLORIDA*.

*Applicant's Initial Disclosures* alerted AQUILLA to the fact that Judgment Creditor EADIE was preparing to seize assets owned by the Judgment Debtors (e.g., the Trademarks), by executing his valid and enforceable state court order of Final Judgment.

AQUILLA conspired with Judgment Debtor CARDOSO, to defraud the USPTO by conceiving, composing and, on September 27, 2011, executing two (2) fraudulent *Nunc Pro Tunc* Trademark Assignments in a desperate effort to *avoid justice* and *unlawfully achieve* an inequitable result, thereby maintaining this meritless Opposition.

The first fraudulent *Nunc Pro Tunc* trademark assignment effectuated the fraudulent conveyance of the Trademarks from Judgment Debtor R&D to Judgment Debtor CARDOSO, while the second fraudulent *Nunc Pro Tunc* trademark assignment, filed contemporaneously with the first, further

effectuated the fraudulent conveyance of the Trademarks from Judgment Debtor CARDOSO to Opposer.

The intent of the *Nunc Pro Tunc* Trademark Assignments is to wrongfully continue this Opposition and to circumvent the proper and lawful possession of the trademarks by EADIE, the Judgment Creditor, through the full faith and credit of a state court order of Final Judgment which states he "*shall recover of and from Defendants, R&D PROMOTIONS, INC. and GRACINDA B. CARDOSO, the following sums of \$25,790.96, all sums shall bear interest at the rate of 7% per annum until the judgment is paid, as the rate set by the Florida Comptroller pursuant to §55.03, FOR ALL OF WHICH SUMS LET EXECUTION ISSUE.*" The Final Judgment amount currently owed by Judgment Debtors R&D and CARDOSO to Judgement Creditor EADIE is in excess of Forty Thousand Dollars (\$40,000).

Judgment Debtor R&D is/was the Owner of Record for the following Trademarks:

1. U.S. Registration Number 2,709,433 for the MISS EXOTIC GULF COAST mark with the Registration Date of April 22, 2003;
2. USPTO Serial Number 78113009 for the MISS EXOTIC DANCER mark with the Abandonment Date of June 2, 2003;
3. U.S. Registration Number 2,724,191 for the AMERICAN CENTERFOLD SEARCH mark with the Registration Date of June 10, 2003;
4. USPTO Serial Number 78109630 for the MISS NUDE USA mark with the Abandonment Date of January 17, 2003;
5. U.S. Registration Number 2,733,781 for the MISS NUDE UNIVERSE mark with the Registration Date of July 8, 2003 and the Assignor of Record to Assignee, Donald Trump's Miss Universe L.P., LLLP on *September 28, 2004*;
6. U.S. Registration Number 2,947,086 for the NORTH AMERICAN CENTERFOLD SEARCH mark with the Registration Date of August 31, 2004;

7. USPTO Serial Number 78113024 for the MISS EXOTIC DANCER USA mark with the Abandonment Date of December 6, 2004;
8. USPTO Serial Number 78109627 for the MISS NUDE EXOTIC mark with the Abandonment Date of August 11, 2005;
9. U.S. Registration Number 2,947,611 for the MISS NUDE SOUTHERN USA mark with the Registration Date of May 10, 2005;
10. Applicant's U.S. Registration Number 3,039,826 for the MISS NUDE WORLD mark with the Registration Date of July 10, 2006;
11. Applicant's U.S. Registration Number 2,037,202 for the MISS NUDE INTERNATIONAL mark with the Registration Date of February 11, 1997 and the first renewal date of *April 16, 2007*;
12. U.S. Registration Number, 2,096,819 for the MISS EXOTIC mark with the First Renewal Date of September 28, 2007; and
13. USPTO Serial Number 78109630 for the MISS NUDE USA mark with the Abandonment Date of January 17, 2003.

The records of the State of Florida Department of State, Division of Corporations identify that Opposer was administratively dissolved on *September 24, 2010*, and not reinstated until *September 26*. The records of the USPTO affirm that "*No assignments have been recorded at the USPTO for The Worlds Pageants, LLC*" on or before *September 26, 2011* (Exhibits M, J & N).

Opposer was not reinstated by the State of Florida Department of State, Division of Corporations until four (4) days *after* Judgment Creditor EADIE received from the USPTO his *Notice of Recordation of Trademark Assignment* for U.S. Registration Number 2,037,202 for the MISS NUDE

INTERNATIONAL mark and three (3) days *after* Judgment Creditor EADIE received from the USPTO his *Notice of Recordation of Trademark Assignment* for U.S. Registration Number 3,039,826 for the MISS NUDE WORLD mark.

The day *after* Opposer was reinstated, AQUILLA filed the first fraudulent *Nunc Pro Tunc* trademark assignment, which identifies *both* the *execution date* and *filing date* as September 27, 2011, an alleged *effective date* of March 31, 2003, while identifying Judgment Debtor R&D as Assignor, and Judgment Debtor CARDOSOA as Assignee. This fraudulent *Nunc Pro Tunc* trademark assignment included the fraudulent conveyance of Judgment Creditor EADIE's Trademarks MISS NUDE INTERNATIONAL and MISS NUDE WORLD. The first fraudulent *Nunc Pro Tunc* trademark assignment was filed, respectively, five (5) days and four (4) days *after* Judgment Creditor EADIE received from the USPTO both *Notice of Recordation of Trademark Assignment* for these Trademarks.

AQUILLA contemporaneously filed the second fraudulent *Nunc Pro Tunc* trademark assignment, once again identifying *both* the *execution date* and *filing date* as September 27, 2011, an *alleged* effective date of May 6, 2009, while this time identifying Judgment Debtor CARDOSO as Assignor, and Opposer as Assignee. The second fraudulent *Nunc Pro Tunc* trademark assignment, again, included the fraudulent conveyance of both of Judgment Creditor EADIE's Trademarks, U.S. Registration Number 2,037,202 for the MISS NUDE INTERNATIONAL mark and U.S. Registration Number 3,039,826 for the MISS NUDE WORLD mark. The second fraudulent *Nunc Pro Tunc* trademark assignment was also filed, respectively, five (5) days and four (4) days *after* Judgment Creditor EADIE received from the USPTO both *Notices of Recordation of Trademark Assignment* for these marks.

The automatic assignments should not have been made because of the falsely stated ownership of the Trademarks. AQUILLA claims that he, as Attorney of Record representing, collectively, Judgment Debtor R&D, Judgment Debtor CARDOSO and Opposer, (1) made an *error, accidental omission or neglect*, (2) not once, but twice, for (3) two totally separate trademark assignments, (4) both with the same principal, Judgment Debtor CARDOSO, with (5) alleged effective dates which are greater than six years apart, (7) both of which conveniently include, and were filed mere days after Judgment Creditor EADIE

received from the USPTO both Notice of Recordation of Trademark Assignments for the marks MISS NUDE INTERNATIONAL and MISS NUDE WORLD.

AQUILLA's tactics are willfully intended to avert justice in this action. To wit, Attorney of Record for Judgment Debtor R&D, contends that (8) *at no time during this six year period did a (9) single incident of any nature occur, related to any of Judgment Debtor R&D's previously identified thirteen trademarks, that (10) would have alerted AQUILLA to the fact that Judgment Debtor R&D was incorrectly identified as the Owner of Record.*"

AQUILLA's claims are outrageously unbelievable, false and without merit.

#### **IV. THE NUNC PRO TUNC TRADEMARK ASSIGNMENTS ARE NOT VALID**

Nunc pro tunc or "now for then" refers to changing back to an earlier date the filing of an order, judgment or filing of a document. Such a retroactive re-dating requires a *court order* which can be obtained by a showing that the earlier date would have been legal, and there was an *error, accidental omission or neglect* which has caused a problem or inconvenience which can be cured and is granted to answer the purposes of justice, but *never* to do injustice. A strategy of some limited protection involves preparing an affidavit on an early date in an effort to antedate the application of any interfering application for a trademark on the same subject matter. A review of the *Nunc Pro Tunc* trademark assignments filed with the USPTO by AQUILLA on September 27, 2011, reveal numerous areas of conflict or omissions:

1. AQUILLA failed to petition for, obtain and provide the *requisite court order mandated to grant permission* to file the First *Nunc Pro Tunc* assignment dated September 27, 2011. Therefore, the First *Nunc Pro Tunc* assignment is invalid and without merit.
2. The First *Nunc Pro Tunc* assignment filed on September 27, 2011, is predicated upon the validity of the *Trademark Assignment Document* with the *alleged* effective date of

March 31, 2003. The validity of this document requires a notary to attest to or authenticate each signature. The document contains only the notary's signature, hand written date and ink stamp. The notarization of the *Trademark Assignment Document* is invalid as the notary failed to:

- A. identify in *writing* or *typing* each signer to be the person whose name is signed to the document;
- B. state in *writing* or *typing* that the *identity* of the signers was made through personal knowledge or through appropriate credentials, such as a driver's license;
- C. state in *writing* or *typing* the *Certificate of Acknowledgment* on the document with the appropriate phrase "*The foregoing was sworn to and acknowledged before me by \_\_\_\_\_*"; and
- D. include the *printed* name of the notary followed by the *written* or *typed* "*Commission Expiration Date*".

As the *Trademark Assignment Document* is invalid, the First *Nunc Pro Tunc* Trademark Assignment is invalid and without merit.

3. The First *Nunc Pro Tunc* assignment filed on September 27, 2011, is predicated upon the validity of the *Trademark Assignment Document* with the *alleged* effective date of March 31, 2003. The *Trademark Assignment Document* included a list of trademarks conveyed from Assignor, Judgment Debtor R&D to Assignee, Judgment Debtor CARDOSO.

On *March 31, 2003*, the records of the USPTO identify that Assignor, Judgment Debtor R&D, was *not* the Owner of Record for three (3) of the trademarks included in the list of trademarks conveyed, thereby rendering the *Trademark Assignment Document* invalid.

Specifically, the three (3) trademarks are:

- A. U.S. Registration Number 2,282,958 for the MISS NUDE WORLD

INTERNATIONAL mark with the Registration Date of October 5, 1999;

B. U.S. Registration Number 2,666,658 for the MISS EROTIC mark with the Registration Date of December 24, 2002; and

C. USPTO Serial Number 78109630 for the MISS NUDE USA mark with the abandonment date of January 17, 2003;

As the *Trademark Assignment Document* is invalid, the First *Nunc Pro Tunc* assignment is invalid and without merit.

4. The First Nunc Pro Tunc assignment filed on September 27, 2011, is predicated upon the validity of the *Trademark Assignment Document* with the *alleged* effective date of March 31, 2003. The *Trademark Assignment document* includes a list of trademarks conveyed from Assignor, Judgment Debtor R&D, to Assignee, Judgment Debtor CARDOSO. This list of trademarks conveyed includes the marks MISS EXOTIC DANCER USA and MISS NUDE UNIVERSE.

The Records of the USPTO identify Judgment Debtor R&D, *not* Assignee, Judgment Debtor CARDOSA, as the Owner of Record for the MISS EXOTIC DANCER USA mark and also for the MISS NUDE UNIVERSE mark on *September 28, 2004*, nearly *sixteen (16) months* after the *alleged* effective date of *March 31, 2003*. Specifically:

- A. On *September 28, 2004*, Judgment Debtor R&D attested that it was, in fact, the Registered Owner of the mark MISS EXOTIC DANCER USA and that Assignor, Judgment Debtor R&D, did convey the trademark as it "*assigns the entire interest*" to Assignee, Donald Trump's Miss Universe L.P., LLLP ; and

B. On *September 28, 2004*, Judgment Debtor R&D attested that it was, in fact, the Registered Owner of the mark MISS NUDE UNIVERSE and the Assignor, Judgment Debtor R&D did convey the trademark as it “assigns the entire interest” to Assignee, Donald Trump’s Miss Universe L.P., LLLP.

As the *Trademark Assignment Document* is invalid, the First *Nunc Pro Tunc* trademark assignment is invalid and without merit.

5. As the First *Nunc Pro Tunc* assignment is invalid and without merit, the Second *Nunc Pro Tunc* assignment is thereby invalid and without merit.
6. AQUILLA failed to petition for, obtain and provide the *requisite* court order *mandated to grant permission* to file the Second *Nunc Pro Tunc* trademark assignment dated September 27, 2011. Therefore, the Second *Nunc Pro Tunc* trademark assignment is invalid and without merit.
7. The Second *Nunc Pro Tunc* trademark assignment filed on September 27, 2011, is predicated upon the validity of the *Assignment of Registered Marks Document* with the *alleged* effective date of May 6, 2009. The validity of this document requires a notary to attest to or authenticate each signature. The document contains only the notary’s signature, hand written date and ink stamp. The notarization of the *Assignment of Registered Marks Document* is invalid as the notary failed to:
  - A. identify in *writing* or *typing* each signer to be the person whose name is signed to the document;
  - B. state in *writing* or *typing* that the *identity* of the signers was made through personal knowledge or through appropriate credentials, such as a driver’s license;

C. state in *writing* or *typing* the *Certificate Of Acknowledgment* on the document with the appropriate phrase “*The foregoing was sworn to and acknowledged before me by \_\_\_\_\_*”; and

D. include the *printed* name of the notary followed by the *written* or *typed* “*Commission Expiration Date*”.

As the *Assignment of Registered Marks Document* is invalid, the *Second Nunc Pro Tunc* trademark assignment is invalid and without merit.

8. The *Second Nunc Pro Tunc* Trademark Assignment filed on September 27, 2011, is predicated upon the validity of the *Assignment of Registered Marks Document* with the *alleged* effective date of May 6, 2009. This document includes a list of trademarks conveyed from Assignor, Judgment Debtor CARDOSO to Assignee, Opposer.

On the *alleged* effective date of *May 6, 2009*, the records of the USPTO identify that Assignor, Judgment Debtor CARDOSO, was *not* the Owner of Record for two (2) of the trademarks included in the list of trademarks conveyed, thereby rendering the *Assignment of Registered Marks Document* invalid. Specifically, the two (2) trademarks are:

- A. EADIE’s U.S. Registration Number, 2,037,202 for the MISS NUDE INTERNATIONAL Mark with the First Renewal Date of April 16, 2007; and
- B. U.S. Registration Number 2,282,958 for the MISS NUDE WORLD INTERNATIONAL Mark with the Registration Date of October 5, 1999.

As the *Assignment of Registered Marks Document* is invalid, the *Second Nunc Pro Tunc* trademark assignment is invalid and without merit.

9. The *Second Nunc Pro Tunc* assignment filed on September 27, 2011, is predicated upon

the validity of the *Assignment of Registered Marks Document* with the *alleged* effective date of May 6, 2009. AQUILLA, while collectively representing Judgment Debtor, CARDOSO, and Opposer, *affirms in writing* that he *Assignment of Registered Marks Document* included EADIE's registration MISS NUDE INTERNATIONAL mark in its list of trademarks conveyed from Assignor, Judgment Debtor CARDOSO, to Assignee, Opposer.

- A. Remarkably, AQUILLA contradicts this *written affirmation* not *Once*, but *twice*, in two subsequent letters. AQUILLA later identifies Judgment Debtor R&D as the Owner of Record on the *alleged* effective date of *May 6, 2009*, for EADIE's U.S. Registration Number 2,037,202 for the MISS NUDE INTERNATIONAL mark, *not* Assignor, Judgment Debtor, CARDOSO, *nor* Assignee, Opposer.
- B. AQUILLA sent his first letter to APPLICANT's Attorney on *May 13, 2009*. In this letter, Aquilla *affirms in writing* that Judgment Debtor R&D, was, in fact, the Owner of Record on that date for Judgment Creditor EADIE's MISS NUDE INTERNATIONAL mark (**Exhibit L**).
- C. Specifically, AQUILLA is *affirming in writing*, to another Officer of the Court, that neither the Assignor, Judgment Debtor CARDOSO, nor the Assignee, Opposer, had *any lawful claim to ownership* to EADIE's mark, as identified in the *Assignment of Registered Marks Document*.
- D. AQUILLA sent this letter exactly seven (7) days *after* the *alleged* effective date of *May 6, 2009*, as identified in the *Assignment of*

*Registered Marks Document.*

- E. AQUILLA sent his second letter to the *NEW HAMPSHIRE ATTORNEY DISCIPLINE OFFICE* on October 6, 2011. In this letter, AQUILLA *reaffirms in writing*, his previous identification of Judgment Debtor, R&D, as the Owner of Record on May 13, 2009, for Judgment Creditor EADIE's MISS NUDE INTERNATIONAL mark. AQUILLA states "The statements made in my letter to Mr. Eadie dated May 13, 2009 are true and correct..." (**Exhibit O**).
- F. Specifically, AQUILLA is *reaffirming in writing*, this time to the *NEW HAMPSHIRE ATTORNEY DISCIPLINE OFFICE*, that neither Assignor, Judgment Debtor, CARDOSO, nor Assignee, Opposer, had *any lawful claim to ownership* to Judgment Creditor EADIE's mark, as identified in the *Assignment of Registered Marks Document*.
- G. AQUILLA's second letter is dated *exactly* thirteen (13) days *after* the USPTO sent Judgment Creditor EADIE his *Notice of Recordation of Trademark Assignment* for the MISS NUDE INTERNATIONAL mark on *September 23, 2011*. This letter is also dated exactly nine (9) days *after* AQUILLA filed with the USPTO his fraudulent *Nunc Pro Tunc* Trademark Assignments on *September 27, 2011*,
- H. The records of the USPTO support the fact as written by AQUILLA in his letters, dated May 13, 2009 and October 6, 2011, that Judgment Debtor, R&D, was, in fact, the Owner of Record for Judgment Creditor EADIE's MISS NUDE INTERNATIONAL mark on the alleged effective

date of May 6, 2009.

- I. Collectively, it is irrefutable that Judgment Debtor, R&D, *not* Assignor, Judgment Creditor, CARDOSO, *nor* Assignee, Opposer, was the Owner of Record on the *alleged* effective date of *May 6, 2009*, for EADIE's MISS NUDE INTERNATIONAL mark, thereby rendering the *Assignment of Registered Marks Document* invalid.

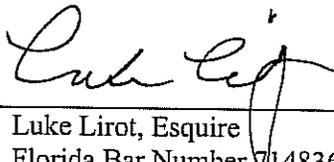
As the *Assignment of Registered Marks Document* is invalid, the Second *nunc pro tunc* trademark assignment is invalid and without merit.

**RELIEF REQUESTED**

WHEREFORE, Applicant respectfully requests that this panel take judicial notice of the fraudulent assignments and order that the *Nunc Pro Tunc* Trademark Assignments be set aside, nullified and stricken from the record of the USPTO.

Respectfully Submitted:

By: \_\_\_\_\_

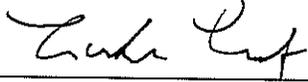
  
Luke Lirot, Esquire  
Florida Bar Number 714836  
LUKE CHARLES LIROT, P.A.  
2240 Belleair Road, Suite 190  
Clearwater, Florida 33764  
Telephone: (727) 536-2100  
Facsimile: (727) 536-2110  
*Attorneys for the Applicant*

Dated: October 27, 2011

**CERTIFICATE OF SERVICE**

I hereby certify that a true and complete copy of the foregoing APPLICANT'S MOTION TO STRIKE NUNC PRO TUNC TRADEMARK ASSIGNMENTS has been served on Thomas T. Aquilla, Esq., domestic representative of THE WORLDS PAGEANTS LLC by mailing said copy on October 27, 2011, via First Class Mail, postage prepaid to:

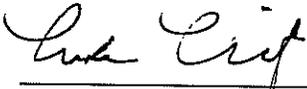
Thomas T. Aquilla, Esq.  
221 Coe Hill Road  
Center Harbor, New Hampshire, 03226



\_\_\_\_\_  
Attorney for Applicant  
Signed October 27, 2011

***Designation of Domestic Representative***

Attorney Luke Lirot, Esq., whose postal address is 2240 Belleair Rd., Suite 190, Clearwater, FL 33764, is hereby, designated MISS G-STRING INTERNATIONAL, LLC's representative upon whom notice or process in this proceeding may be served.



\_\_\_\_\_  
Attorney for Applicant  
Signed October 27, 2011

MALCOM THOMPSON OSCEOLA COUNTY, DATE 03/26/2011 02:12:55 PM  
FILE # 2011118634 BK 04169 Pgs 1325 - 1326; (2pgs) REC FEES 10.50

IN THE CIRCUIT COURT FOR THE SIXTH JUDICIAL CIRCUIT  
IN AND FOR PINELLAS COUNTY, FLORIDA

BRIAN BELL,

Plaintiff,

vs.

R&D PROMOTIONS, INC., a  
Florida corporation and  
GRACINDA B. CARDOSO,

Defendants.

UCN: 522004CA007512XXCICI  
REF NO.: 04-7512-CI-11

FILED  
St. Petersburg Branch  
2005 APR -1 PM 2:19  
KENDRA BURKE  
CLERK OF COURT

**FINAL JUDGMENT ON DEFAULT**

THIS CAUSE coming on to be heard upon Plaintiff's Motion for Enforcement of Settlement Agreement and Entry of Judgment on Default and this Court having examined the pleadings and affidavits in this cause and being otherwise fully advised in the premises, and the Court finds in favor of the Plaintiff and against the Defendants, and finds that the Plaintiff is entitled to recovery of damages and prejudgment interest, together with attorney's fees and court costs, and that a reasonable number of hours expended by the Plaintiff's attorneys in enforcement of stipulation and application for judgment under the Settlement Agreement is 2.0 hours and that a reasonable hourly rate for Plaintiff's attorneys is \$200.00 per hour for Ronald W. Gregory, II, and that, therefore, a reasonable attorney's fee for Plaintiff's attorneys herein is \$400.00; it is thereupon

ORDERED AND ADJUDGED, as follows:

1. That Plaintiff, BRIAN BELL, whose address is 696 First Avenue North, Suite 400, St. Petersburg, FL 33701, shall recover of and from Defendants, R&D PROMOTIONS, INC. and GRACINDA B. CARDOSO, the following sums:

EXHIBIT A

Principal Indebtedness under Settlement Agreement	\$ 24,485.34
Interest January 7, through March 23, 2005 (75 Days at 18% under Settlement Agreement)	\$ 905.62
Attorney's Fees	<u>\$ 400.00</u>
<b>TOTAL</b>	<b><u>\$ 25,790.96</u></b>

all of which sums shall bear interest at the rate of 7% per annum until the judgment is paid, as the rate set by the Florida Comptroller pursuant to § 55.03, FOR ALL OF WHICH SUMS LET EXECUTION ISSUE.

2. IT IS FURTHER ORDERED AND ADJUDGED that the judgment debtor(s) shall complete under oath Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet), including all required attachments, and serve it on the judgment creditor's attorney, or the judgment creditor if the judgment creditor is not represented by an attorney, within 45 days from the date Plaintiff serves the Fact Information Sheet, unless the final judgment is satisfied or post-judgment discovery is stayed.

3. Jurisdiction of this case is retained to enter further orders that are proper to compel the judgment debtor(s) to complete form 1.977, including all required attachments, and serve it on the judgment creditor's attorney or the judgment creditor if the judgment creditor is not represented by an attorney.

DONE AND ORDERED in Chambers, at St. Petersburg, Pinellas County, Florida,

this 1 day of Jan 2005.

*[Signature]*  
The Honorable Walt Logan  
Judge of the Circuit Court  
Pinellas County, Florida

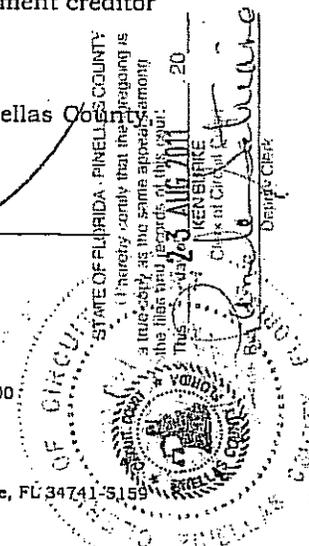
Copies Furnished To:

Ronald W. Gregory, II, Esq.  
Attorney for Plaintiff  
P. O. Box 1954  
St. Petersburg, FL 33731-1954

R&D PROMOTIONS, INC. c/o Gracinda B. Cardoso  
1005 Mabbette Street, Kissimmee, FL 34741-5159  
Defendant/ Judgment Debtor

Brian Bell  
696 First Avenue North, Suite 400  
St. Petersburg, FL 33701  
Plaintiff/Judgment Creditor

GRACINDA B. CARDOSO  
1005 Mabbette Street, Kissimmee, FL 34741-5159  
Defendant/ Judgment Debtor



**ASSIGNMENT OF FINAL JUDGMENT**

THIS ASSIGNMENT OF FINAL JUDGMENT (hereinafter "Assignment") is made on this 22 day of August, 2011, by and between BRIAN BELL (hereinafter "Assignor") and William A. Eadie (hereinafter "Assignee").

**PREAMBLE**

WHEREAS, the Assignor is the owner of the Final Judgment in the case of *Brian Bell v. R&D Promotions, Inc., a Florida Corporation, and Gracinda Cardoso*, Case Number 04-7512-CI-11 (hereinafter "Final Judgment"); and

WHEREAS, the Assignee has agreed to provide valuable consideration to Assignor in exchange for the assignment of the Final Judgment; and

WHEREAS, the Assignor desires by this Assignment to allow the Assignee to pursue all rights and remedies under the Final Judgment to seek satisfaction of same:

NOW, THEREFORE, FOR AND IN CONSIDERATION of the payment by the Assignee to the Assignor of the sum of ten dollars (\$10.00) and for other good and valuable consideration, the receipt and adequacy of which are acknowledged by each party, the parties agree as follows:

**1. ASSIGNMENT**

Effective as of the 22 day of August, 2011, (hereinafter "Effective Date"), the Assignor assigns to the Assignee, and the Assignee accepts all rights and privileges attaching to the Final Judgment entered April 1, 2005, in the case of *Brian Bell v. R&D Promotions, Inc., a Florida Corporation, and Gracinda Cardoso*, Case Number 04-7512-CI-11, recorded in the Public Records of Pinellas County at BK: 14223 PG: 1429.

**2. REPRESENTATIONS**

2.1. **By Assignor.** To induce the Assignee to accept the delivery of this Assignment, the Assignor hereby represent and warrant to the Assignee that, on the date hereof and at the time of delivery:

2.1.1. The Assignor is the sole legal and beneficial owners of the the Final Judgment entered April 1, 2005, in the case of *Brian Bell v. R&D Promotions, Inc., a Florida Corporation, and Gracinda Cardoso*, Case Number 04-7512-CI-11, recorded in the Public Records of Pinellas County at BK: 14223 PG: 1429. Subject to the provisions of this Agreement, the Assignor has the full and sufficient right at law and in equity to transfer and assign the Final Judgment and is transferring and assigning the Final Judgment free and clear of any and all right, title, or interest of any other person whatsoever.

  
Initials  
  
Initials

2.2. **By Assignee.** The Assignee covenants, warrants, and represents to the Assignor that the Final Judgment is being acquired in accordance with all applicable laws and regulations, and that the Assignee will use all appropriate legal means to enforce the Final Judgment to satisfy the underlying debt.

2.3. **By Each Party.** Each party represents and warrants to the other that the party has been duly authorized to execute and deliver this Assignment and to perform the party's obligations under this Assignment.

### 3. **NOTICES**

Any notice, demand, consent, approval, request, or other communication or document to be provided hereunder to a party to this Assignment shall be (a) in writing, and (b) deemed to have been provided (i) 48 hours after being sent by certified or registered mail in the United States mail, postage prepaid, return receipt requested, to the address of the party set forth in this Assignment or to any other address in the United States of America as the party may designate from time to time by notice to the other party, or (ii) on being given by hand or other actual delivery to the party.

### 4. **MISCELLANEOUS**

4.1. **Effectiveness.** This Assignment shall become effective on and only on its execution and delivery by each party.

4.2. **Complete Understanding.** Subject to the provisions of this agreement, this Assignment represents the complete understanding between the parties as to the subject matter hereof, and supersedes all prior negotiations, representations, guarantees, warranties, promises, statements, or agreements, either written or oral, between the parties to this Assignment as to the same.

4.3. **Amendment.** This Assignment may be amended by and only by an instrument executed and delivered by each party.

4.4. **Waiver.** No party shall be deemed to have waived any right that it holds hereunder unless the waiver is made expressly and in writing (and, without limiting the generality of the foregoing, no delay or omission by any party in exercising this right shall be deemed a waiver of its future exercise). No waiver shall be deemed a waiver as to any other instance of any other right.

4.5. **Applicable Law.** All questions concerning the construction, validity, and interpretation of this Assignment and the performance of the obligations imposed hereby shall be governed by the internal law, not the law of conflicts, of the State of Florida.

4.6. **Headings.** The headings of the sections, subsections, paragraphs, and subparagraphs of this Assignment are provided for and only for convenience of references and shall not be considered in constructing their contents.

4.7. **Construction.** As used in this Assignment, (a) the term "person" means a natural person, a trustee, a corporation, a partnership, and any other form of legal entity; and (b) all reference made (i) in the neuter, masculine, or feminine gender shall be deemed to have been made in all genders, (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, and (iii) to any section, subsection, paragraph, or subparagraph shall, unless therein expressly indicated to the contrary, be deemed to have been made to such section, subsection, paragraph, or subparagraph of this Assignment.

4.8. **Assignment.** This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns hereunder.

4.9. **Severability.** No determination by any court, governmental body, or otherwise that any provision of this Assignment or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other provision thereof or (b) that provision in any circumstance not controlled by the determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

4.10. **Further Assurances.** The parties shall cooperate with each other and shall execute and deliver, or cause to be delivered, all other instruments and shall take all other actions as either party may reasonably request from time to time in order to effectuate the provisions of this Assignment.

ASSIGNOR AND ASSIGNEE ACKNOWLEDGE THAT THEY HAVE CAREFULLY READ THIS ASSIGNMENT, WERE AFFORDED SUFFICIENT OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF THEIR CHOICE AND TO ASK QUESTIONS AND RECEIVE SATISFACTORY ANSWERS REGARDING THIS ASSIGNMENT, UNDERSTAND THEIR RIGHTS AND OBLIGATIONS UNDER IT, AND SIGNED IT OF THEIR OWN FREE WILL AND VOLITION.

CONTINUED ON NEXT PAGE

  
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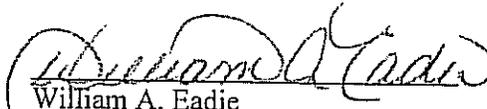
  
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IN WITNESS WHEREOF, each party has executed this Assignment or caused it to be executed on its behalf by its duly authorized representative, on the day and year first written above.

ASSIGNOR:

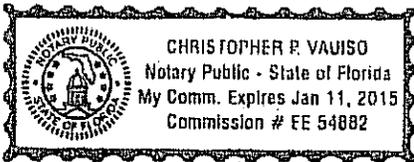
ASSIGNEE:

  
\_\_\_\_\_  
Brian Bell  
696 1<sup>st</sup> Avenue North, Suite 400  
St. Petersburg, Florida 33701-3610

  
\_\_\_\_\_  
William A. Eadie  
1420 Sunningdale Lane  
Ormond Beach FL 32174

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing was sworn to and acknowledged before me/by Brian Bell, this 22 day of August, 2011, who is personally familiar to me.



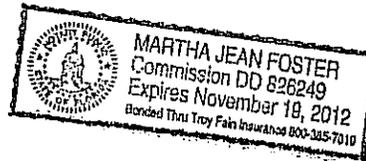
  
\_\_\_\_\_  
NOTARY PUBLIC State of Florida

MARTHA JEAN FOSTER  
Printed Name

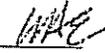
My commission expires: 11-19-2012



8/26/2011



  
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# All-purpose Acknowledgment

STATE OF Florida, COUNTY OF Volusia

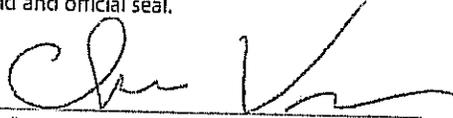
On August 26, 2011 before me, the undersigned, a Notary Public in and for said State, personally appeared

William A. Eadie

personally known to me -OR-  proved to me on the basis of satisfactory evidence/ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

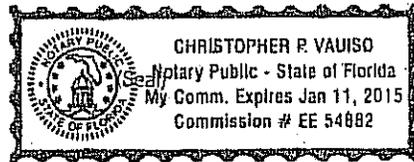


Name (type or printed)

Christopher Vauiso

My commission expires:

Jan 11, 2015



# ELECTRONIC JUDGMENT LIEN CERTIFICATE

FOR PURPOSES OF FILING A JUDGMENT LIEN, THE FOLLOWING INFORMATION IS SUBMITTED IN ACCORDANCE WITH s. 55.203, F.S..

JUDGMENT DEBTOR (DEFENDANT) NAME(S) AS SHOWN ON JUDGMENT LIEN:

R&D PROMOTIONS, INC  
1473 HEATHER WAY  
KISSIMMEE, FL. 34744  
FEI#: 65-1070494      DOS DOCUMENT#: P00000112629

**J11000564745**  
**FILED**

**Sep 01, 2011 10:30 A.M.**  
**Secretary of State**  
PYARBOR

JUDGMENT CREDITOR (PLAINTIFF) NAME AS SHOWN ON JUDGMENT LIEN OR CURRENT OWNER OF JUDGMENT IF ASSIGNED:

WILLIAM EADIE  
1420 SUNNINGDALE LANE  
ORMOND BEACH, FL 32174  
DOS DOCUMENT#: N/A

NAME AND ADDRESS TO WHOM ACKNOWLEDGMENT/CERTIFICATION IS TO BE MAILED:

WILLIAM EADIE  
SSP0607@AOL.COM

---

AMOUNT DUE ON MONEY JUDGMENT: 25,790.96

APPLICABLE INTEREST RATE: 7.00%

NAME OF COURT: CIRCUIT COURT PINELLAS COUNTY

CASE NUMBER: 522004CA007512XXCIC1

DATE OF ENTRY: 04/01/05

WAS A WRIT OF EXECUTION DOCKETED ON THIS JUDGMENT LIEN WITH ANY SHERIFF PRIOR TO OCTOBER 1, 2001?

( ) YES (IF YES, A "CREDITOR AFFIDAVIT CERTIFICATION" FORM MUST BE ATTACHED TO THIS CERTIFICATE.)

(X) NO

---

UNDER PENALTY OF PERJURY, I hereby certify that: (1) The judgment above described has become final and there is no stay of the judgment or its enforcement in effect; (2) All of the information set forth above is true, correct, current and complete; (3) I have not previously filed a Judgment Lien Certificate regarding the above judgment with the Department of State; and, (4) I have complied with all applicable laws in submitting this Electronic Judgment Lien Certificate for filing.

Electronic Signature of Creditor or Authorized Representative: WILLIAM EADIE

EXHIBIT     C

# ELECTRONIC JUDGMENT LIEN CERTIFICATE

FOR PURPOSES OF FILING A JUDGMENT LIEN, THE FOLLOWING INFORMATION IS SUBMITTED IN ACCORDANCE WITH s. 55.203, F.S..

JUDGMENT DEBTOR (DEFENDANT) NAME(S) AS SHOWN ON JUDGMENT LIEN:

CARDOSO, GRACINDO B  
1473 HEATHER WAY  
KISSIMMEE, FL. 34744

**J11000565239**  
**FILED**

Sep 02, 2011 08:27 A.M.

Secretary of State  
MHCAIN

JUDGMENT CREDITOR (PLAINTIFF) NAME AS SHOWN ON JUDGMENT LIEN OR CURRENT OWNER OF JUDGMENT IF ASSIGNED:

WILLIAM EADIE  
1420 SUNNINGDALE LANE  
ORMOND BEACH, FL 32174  
DOS DOCUMENT#: N/A

NAME AND ADDRESS TO WHOM ACKNOWLEDGMENT/CERTIFICATION IS TO BE MAILED:

WILLIAM EADIE  
SSP0607@AOL.COM

---

AMOUNT DUE ON MONEY JUDGMENT: 25,790.96

APPLICABLE INTEREST RATE: 7.00%

NAME OF COURT: CIRCUIT COURT PINELLAS COUNTY

CASE NUMBER: 522004CA007512XXCIC1

DATE OF ENTRY: 04/01/05

WAS A WRIT OF EXECUTION DOCKETED ON THIS JUDGMENT LIEN WITH ANY SHERIFF PRIOR TO OCTOBER 1, 2001?

( ) YES (IF YES, A "CREDITOR AFFIDAVIT CERTIFICATION" FORM MUST BE ATTACHED TO THIS CERTIFICATE.)  
(X) NO

---

UNDER PENALTY OF PERJURY, I hereby certify that: (1) The judgment above described has become final and there is no stay of the judgment or its enforcement in effect; (2) All of the information set forth above is true, correct, current and complete; (3) I have not previously filed a Judgment Lien Certificate regarding the above judgment with the Department of State; and, (4) I have complied with all applicable laws in submitting this Electronic Judgment Lien Certificate for filing.

Electronic Signature of Creditor or Authorized Representative: WILLIAM EADIE

EXHIBIT D





# Trademarks > Trademark Electronic Search System (TESS)

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## Typed Drawing

**Word Mark** MISS NUDE INTERNATIONAL  
**Goods and Services** IC 041. US 100 101 107. G & S: entertainment services in the nature of promoting and conducting beauty pageants. FIRST USE: 19910600. FIRST USE IN COMMERCE: 19910600  
**Mark Drawing Code** (1) TYPED DRAWING  
**Serial Number** 75079154  
**Filing Date** March 27, 1996  
**Current Filing Basis** 1A  
**Original Filing Basis** 1A  
**Published for Opposition** November 19, 1996  
**Registration Number** 2037202  
**Registration Date** February 11, 1997  
**Owner** (REGISTRANT) Huggy Bear Productions, Inc. CORPORATION NEW YORK 5923 South Street, Suite 1 P.O. Box 158 Auburn NEW YORK 13021  
 (LAST LISTED OWNER) R&D PROMOTIONS, INC. CORPORATION FLORIDA 1005 MABETTE STREET KISSIMMEE FLORIDA 34741  
**Assignment Recorded** ASSIGNMENT RECORDED  
**Attorney of Record** THOMAS T. AQUILLA  
**Disclaimer** NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "NUDE INTERNATIONAL" APART FROM THE MARK AS SHOWN  
**Type of Mark** SERVICE MARK

Register PRINCIPAL  
Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20070416.  
Renewal 1ST RENEWAL 20070416  
Live/Dead Indicator LIVE

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FIRST DOC	PREV DOC	NEXT DOC	LAST DOC							

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UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

SEPTEMBER 23, 2011

PTAS

WILLIAM EADIE  
1420 SUNNINGDALE LANE  
ORMOND BEACH, FL 32174

900202715

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 09/22/2011

REEL/FRAME: 4627/0508  
NUMBER OF PAGES: 13

BRIEF: JUDGMENT

ASSIGNOR:  
R&D PROMOTIONS, INC.

DOC DATE: 09/22/2011  
CITIZENSHIP: NONE  
ENTITY: CORPORATION

ASSIGNEE:  
EADIE, WILLIAM  
1420 SUNNINGDALE LANE  
ORMOND BEACH, FLORIDA 32174

CITIZENSHIP: UNITED STATES  
ENTITY: INDIVIDUAL

SERIAL NUMBER: 75079154  
REGISTRATION NUMBER: 2037202  
MARK: MISS NUDE INTERNATIONAL  
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

FILING DATE: 03/27/1996  
REGISTRATION DATE: 02/11/1997

ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION



# Trademarks > Trademark Electronic Search System (TESS)

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Please logout when you are done to release system resources allocated for you.

List At:  OR  to record:  **Record 1 out of 5**

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## Typed Drawing

**Word Mark** MISS NUDE WORLD  
**Goods and Services** IC 041. US 100 101 107. G & S: Entertainment services in the nature of promoting and conducting beauty pageants. FIRST USE: 19640600. FIRST USE IN COMMERCE: 19870600  
**Mark Drawing Code** (1) TYPED DRAWING  
**Serial Number** 78110759  
**Filing Date** February 25, 2002  
**Current Filing Basis** 1A  
**Original Filing Basis** 1A  
**Published for Opposition** March 18, 2003  
**Registration Number** 3039826  
**Registration Date** January 10, 2006  
**Owner** (REGISTRANT) R&D Promotions, Inc. CORPORATION FLORIDA 3418 North Ocean Blvd., Suite 122 Ft. Lauderdale FLORIDA 33308  
**Attorney of Record** Thomas T. Aquilla  
**Prior Registrations** 2282958  
**Disclaimer** NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "NUDE WORLD" APART FROM THE MARK AS SHOWN  
**Type of Mark** SERVICE MARK  
**Register** PRINCIPAL  
**Live/Dead** LIVE



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

SEPTEMBER 27, 2011

PTAS

WILLIAM EADIE  
1420 SUNNINGDALE LANE  
ORMOND BEACH, FL 32174

**900202903**

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 09/23/2011

REEL/FRAME: 4629/0425  
NUMBER OF PAGES: 13

BRIEF: JUDGMENT

ASSIGNOR:

R&D PROMOTIONS, INC.

DOC DATE: 09/23/2011  
CITIZENSHIP: FLORIDA  
ENTITY: CORPORATION

ASSIGNEE:

EADIE, WILLIAM  
1420 SUNNINGDALE LANE  
ORMOND BEACH, FLORIDA 32174

CITIZENSHIP: UNITED STATES  
ENTITY: INDIVIDUAL

SERIAL NUMBER: 78110759

REGISTRATION NUMBER: 3039826

MARK: MISS NUDE WORLD

DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

FILING DATE: 02/25/2002

REGISTRATION DATE: 01/10/2006

ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION



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## Detail by Entity Name

### Florida Profit Corporation

R & D PROMOTIONS, INC.

### Filing Information

**Document Number** P00000112629  
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**Status** INACTIVE  
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**Event Date Filed** 09/16/2005  
**Event Effective Date** NONE

### Principal Address

1473 HEATHER WAY  
KISSIMMEE FL 34744

Changed 10/01/2004

### Mailing Address

1473 HEATHER WAY  
KISSIMMEE FL 34744

Changed 10/01/2004

### Registered Agent Name & Address

CARDOSO, GRACINDA  
1473 HEATHER WAY  
KISSIMMEE FL 34744

Name Changed: 10/01/2004

Address Changed: 10/01/2004

### Officer/Director Detail

#### **Name & Address**

Title PRES

CARDOSO, GRACINDA  
1473 HEATHER WAY  
KISSIMMEE FL 34744

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Report Year Filed Date



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### Florida Limited Liability Company

THE WORLDS PAGEANTS, LLC

### Filing Information

Document Number L09000043609

FEI/EIN Number N/A

Date Filed 05/05/2009

State FL

Status ACTIVE

Last Event REINSTATEMENT

Event Date Filed 09/26/2011

Event Effective Date NONE

### Principal Address

1005 MABBETTE STREET  
KISSIMMEE FL 34741 US

### Mailing Address

1005 MABBETTE STREET  
KISSIMMEE FL 34741 US

### Registered Agent Name & Address

CARDOSO, GRACINDA  
1005 MABBETTE STREET  
KISSIMMEE FL 34741 US

Name Changed: 09/26/2011

Address Changed: 09/26/2011

### Manager/Member Detail

#### Name & Address

Title MGRM

WITGES, JOHN  
1005 MABBETTE STREET  
KISSIMMEE FL 34741 US

Title MGR

CARDOSO, GRACINDA  
1005 MABBETTE STREET  
KISSIMMEE FL 34741 US

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## Detail by Entity Name

### Florida Limited Liability Company

MISS G-STRING INTERNATIONAL LLC

#### Filing Information

Document Number L09000039488

FEI/EIN Number 273809989

Date Filed 04/23/2009

State FL

Status ACTIVE

Effective Date 04/23/2009

#### Principal Address

1420 SUNNINGDALE LANE  
ORMOND BEACH FL 32174

Changed 04/28/2010

#### Mailing Address

1420 SUNNINGDALE LANE  
ORMOND BEACH FL 32174

Changed 04/28/2010

#### Registered Agent Name & Address

STEWART LAW PLLC  
730 S. STERLING AVENUE  
SUITE 107  
TAMPA FL 33609 US

Address Changed: 04/28/2010

#### Manager/Member Detail

##### Name & Address

Title MGRM

EADIE, WILLIAM A  
1420 SUNNINGDALE LANE  
ORMOND BEACH FL 32174 US

Title MGR

STREET, EDWARD H

1901 BRINSON ROAD, PARADISE PALMS #1  
LUTZ FL 33558

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### Report Year Filed Date

2010 04/28/2010  
2011 04/27/2011

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**2011 LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# L09000039488

FILED  
Apr 27, 2011  
Secretary of State

Entity Name: MISS G-STRING INTERNATIONAL LLC

Current Principal Place of Business:

New Principal Place of Business:

1420 SUNNINGDALE LANE  
ORMOND BEACH, FL 32174

Current Mailing Address:

New Mailing Address:

1420 SUNNINGDALE LANE  
ORMOND BEACH, FL 32174

FEI Number: 27-3809989

FEI Number Applied For ( )

FEI Number Not Applicable ( )

Certificate of Status Desired ( )

Name and Address of Current Registered Agent:

Name and Address of New Registered Agent:

STEWART LAW PLLC  
730 S. STERLING AVENUE  
SUITE 107  
TAMPA, FL 33609 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

**MANAGING MEMBERS/MANAGERS:**

Title: MGRM  
Name: EADIE, WILLIAM A  
Address: 1420 SUNNINGDALE LANE  
City-St-Zip: ORMOND BEACH, FL 32174 US

Title: MGR  
Name: STREET, EDWARD H  
Address: 1901 BRINSON ROAD, PARADISE PALMS #1  
City-St-Zip: LUTZ, FL 33558

I hereby certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.

SIGNATURE: WILLIAM EADIE

MGRM

04/27/2011

Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date

# AQUILLA PATENTS & MARKS PLLC

221 COE HILL ROAD, CENTER HARBOR, NEW HAMPSHIRE 03226 UNITED STATES OF AMERICA

THOMAS TRACY AQUILLA, PHD, JD  
U.S. PATENT ATTORNEY REG. No. 43473  
NEW HAMPSHIRE BAR ID. No. 18693  
NEW YORK ATTORNEY REG. No. 3892627

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TELEPHONE: (603) 253-9474  
FACSIMILE: (603) 253-9476  
E-MAIL: [INFO@AQUILLAPATENTS.COM](mailto:INFO@AQUILLAPATENTS.COM)

May 13, 2009

## BY E-MAIL and U.S. REGISTERED MAIL

J. Benton Stewart  
Stewart Law PLLC  
730 South Sterling Avenue, Suite 304  
Tampa, FL 33609

Re: "MISS G-STRING INTERNATIONAL"  
Our Docket No.: RDP-00701L

Dear Mr. Stewart:

My firm represents R&D Promotions, Inc. in connection with its intellectual property legal matters. R&D Promotions, Inc. ("R&D") is the owner of various trade- and service marks, including U.S. Trademark Registration No. 2,037,202 for the mark "MISS NUDE INTERNATONAL" and numerous other related marks ("the Marks"). Our clients, R&D and its predecessors-in-interest, have used the Marks world-wide and in interstate commerce for many years in connection with their well-known pageants and competitions in the adult entertainment industry. Our client's Mark "MISS NUDE INTERNATONAL" has been registered since 1997 and is incontestable under Section 15 of the Lanham Act.

Your client's use of the name "MISS G-STRING INTERNATIONAL" in connection with adult entertainment events has come to our attention. More particularly, it has come to our attention that your clients are planning to hold an event entitled "MISS G-STRING INTERNATIONAL" at Paradise Lakes Resort on Thursday, October 1 to Saturday, October 3, 2009.

This letter is a demand to cease all use of this name and any variations thereof.

R&D objects to the use of any marks, titles or any similar designations, which infringe upon its marks, particularly those that include the word "MISS" together with the word "INTERNATIONAL" for pageants or competitions in the adult entertainment industry. R&D also reserves the right to object to any Infringing Mark that does not make use of that particular combination of words. In this regard, please note that our client holds extensive trademark rights in hundreds of related marks.

EXHIBIT L

We note that the name your clients are using is very similar and, in fact, wholly subsumes R&D's registered mark. We are concerned about the great potential for confusion between the marks. Because your clients are using the name for adult entertainment services, your clients' name is likely to induce mistake or deception in people familiar with our client's marks.

Any use of, or intention to use, the mark, name or title "MISS G-STRING INTERNATIONAL", or any other designation similar to any of our client's Marks (collectively "Infringing Marks") for adult entertainment services constitutes trademark infringement of our clients marks, in violation of Section 32 of the Lanham Act. Furthermore, any such use of the Marks constitutes unfair competition and falsely suggests, in violation of Section 43(a) of the Lanham Act, that our client has sponsored, authorized or is otherwise connected with your client's company and/or its services.

Violations of these laws entitle our client to injunctive relief, monetary recovery of your client's profits and of our client's actual losses, and punitive damages, as well as recovery of attorney's fees and court costs. In any action taken on behalf of our client, we would seek such remedies. You should be aware that that in numerous legal actions brought to enforce our client's trademark rights, we have successfully opposed improper use of its Marks.

R&D therefore demands that your clients immediately (i) cease and desist any and all use of the Infringing Marks, including but not limited to the name or title "MISS G-STRING INTERNATIONAL" and any other similar designations; and (ii) agree to refrain from any future use of the Infringing Marks.

We further demand that you forward to us immediately written assurances that your clients have complied with the foregoing and will not illegally interfere with our client's business. If you fail to comply with these demands, then our client intends to take all actions deemed necessary to protect its rights.

In addition, we suggest that you notify all others unknown to us, who may be participating in your client's use of the Infringing Marks, such as the owners of the venues for and the sponsors of any competitions involving use of the Marks, of the matters set forth herein. They should be put on notice that they risk liability as contributory infringers, if they continue to use or join with your clients in such use.

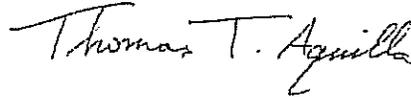
I write this letter in the hopes of resolving this matter amicably and through cooperative means, and urge you to persuade your clients to select a different name for the scheduled event. There are many names available that would not infringe our client's registered trademarks, such as "Miss Paradise Lakes" or some variation thereof. However, your prompt response and compliance are required, if legal proceedings are to be avoided. Unless we hear from you shortly, we will assume that further action is necessary.

RDP-00701L  
May 13, 2009  
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AQUILLA PATENTS & MARKS PLLC

Please contact me at your earliest opportunity to discuss this matter.

Sincerely,

A handwritten signature in cursive script that reads "Thomas T. Aquilla".

Thomas T. Aquilla, Esq.

TTA/ema

Enclosure: Certificate of Registration No. 2,037,202; Abstract of Title  
cc: Paradise Lakes Resort; R&D Promotions, Inc.; The Worlds Pageants, LLC



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**Detail by Entity Name**

**Florida Limited Liability Company**

THE WORLDS PAGEANTS, LLC

**Filing Information**

Document Number    L09000043609  
FEI/EIN Number      NONE  
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State                  FL  
Status                 INACTIVE  
Last Event            ADMIN DISSOLUTION FOR ANNUAL REPORT  
Event Date Filed     09/24/2010  
Event Effective Date NONE

**Principal Address**

1005 MABBETTE STREET  
KISSIMMEE FL 34741 US

**Mailing Address**

1005 MABBETTE STREET  
KISSIMMEE FL 34741 US

**Registered Agent Name & Address**

CORPORATION SERVICE COMPANY  
1201 HAYS STREET  
TALLAHASSEE FL 32301 US

**Manager/Member Detail**

**Name & Address**

Title MGRM  
WITGES, JOHN  
1005 MABBETTE STREET  
KISSIMMEE FL 34741 US

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**Assignments on the Web > Trademark Query**

**No assignment has been recorded at the USPTO**

**For Assignee: THE WORLDS PAGEANTS, LLC**

If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350. v.2.2  
Web interface last modified: July 25, 2011 v.2.2

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Thomas Tracy Aquilla  
221 Coe Hill Road  
Center Harbor, NH 03226

October 6, 2011

**BY U.S. FIRST CLASS MAIL**

Mr. Thomas V. Trevethick, Esq.  
Attorney Discipline Office  
4 Chenell Drive, Suite 102  
Concord, NH 03301

**Re: Grievance received from William Eadie**

Dear Mr. Trevethick:

I am writing in response to your second letter dated September 15, 2011. I am certainly willing to cooperate with the Attorney Discipline Office and I hereby address the concerns raised in your letter. The statements made in my letter to Mr. Eadie dated May 13, 2009 are true and correct and these issues currently are being litigated before the Trademark Trial and Appeal Board. Mr. Eadie is using this grievance in the Attorney Discipline Office as a litigation tactic.

1. My client is the owner of an extensive trademark portfolio that includes hundreds of titles for beauty pageants, several of which have been registered on the Principal Register of the USPTO for many years. Trademark rights are created and maintained solely through actual use of the mark in commerce, not by registration. There is no legal requirement that a trademark be registered in the USPTO and most of my client's trademarks are not registered.
2. Included in my client's portfolio is the trademark MISS NUDE INTERNATIONAL, which is registered and incontestable. The Worlds Pageants, LLC is the present owner of this registered trademark by valid assignment. There is no requirement in the Lanham Act that an assignment of a registered trademark be recorded in the USPTO. Nevertheless, the complete chain of title has been recorded in the USPTO and filed with the TTAB in the pending litigation. These documents are now of public record

**EXHIBIT**     ○