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

Proceeding	91207895
Party	Plaintiff Hokie Objective Onomastics Society LLC
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Submission	Plaintiff's Notice of Reliance
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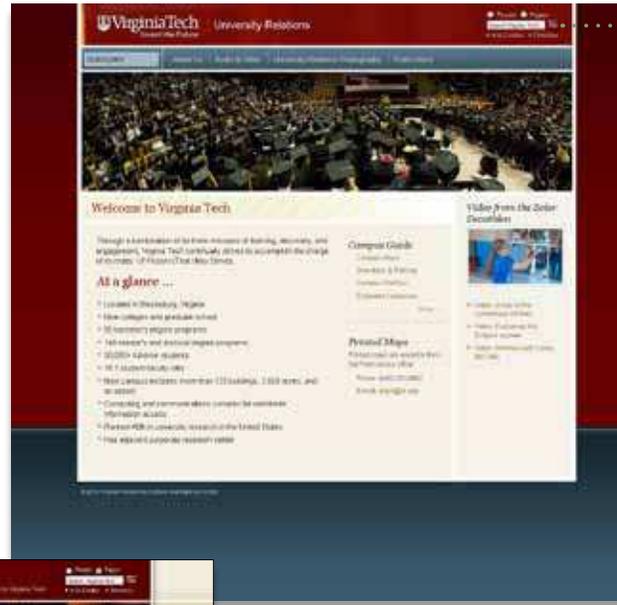
Attachments to
Opposer's Third Notice of Reliance
(continued)

Ensemble CMS templates



Template samples within the Ensemble CMS. Sites that have adopted the university's Ensemble Content Management System can choose a homepage template that features either vertical or horizontal navigation, rotating images, and three columns of content. Ensemble CMS can manage a department's multimedia and publish pages that contain video or audio files. For more content samples, visit www.ensemble.cms.vt.edu.

Generic homepage Vertical navigation



Virginia Tech logo and tagline are included in template. The top banner area can feature a unit's name.



Template features two image styles.

Video content page Vertical navigation



General content ▲ Vertical navigation Most pages in the CMS will use the general content template.

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Contacts for Assistance

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540/231-6867

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Blacksburg, VA 24061
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1425 S. Main St. (0243)
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48 Sterrett Facilities Complex (0160)
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540/231-4649





Invent the Future

Virginia Polytechnic Institute
and State University
University Relations
Marketing and Publications
Media Building (0133)
Blacksburg VA 24061

- ▶ Virginia Tech Home
- ▶ University Relations Home
- ▶ VT Identity Standards
 - ▶ Identity Overview
 - ▶ About Our Logo
 - ▶ About Our Colors
-
- ▶ Brand Toolkit
- ▶ University Style Guide
- ▶ Broadcast Style Guide
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- ▶ Web Guidelines
- ▶ Licensing & Trademarks
- ▶ Student Usage
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- ▶ Downloads
Logos, VT Ribbon Logos, Letterhead, Envelopes, Mailing Labels, PowerPoint, Newsletters, Brochures, Name Tags
(Login with PID and Password required)
-
- ▶ Identity Standards Manual (PDF)
- ▶ Policy 12000 (PDF)
- ▶ Contact Us
-

Licensing & Trademarks

About our name

Our official name is Virginia Polytechnic Institute and State University, but using the full name is cumbersome. Thus, using "Virginia Tech" is preferable in all but formal uses.

Virginia Tech is used in news releases, feature articles, and publications and on the Web. When using the full name of the university, never use an ampersand instead of "and." Never use VPI&SU, VPI and SU, VA Tech, or Virginia Tech University.

"Tech" is acceptable after a first reference to "Virginia Tech," but it should not be used repeatedly or solely.

"VT" and "Va. Tech" are acceptable only in limited, informal situations, such as a news headline where space is tight. Do not use "VT" or "Va. Tech" in body copy, in titles of publications, on signs, or in any formal publication.

Questions concerning usage of the university name and/or nickname should be directed to styleguide@vt.edu or 540/231-9468.

Departmental and student licensing information guidelines

The university may be referred to in the following ways:

- ▶ Virginia Tech®
- ▶ Hokies®
- ▶ Virginia Tech Hokies®
- ▶ Virginia Polytechnic Institute and State University®

The following marks are incorrect and thus are not acceptable in referring to the university, either graphically or editorially:

- ▶ VPI
- ▶ Va (or VA) Tech
- ▶ Virginia Polytechnic Institute
- ▶ Virginia Tech University

Other trademarks include:

- ▶ The HokieBird®
- ▶ *The university seal
- ▶ *The university shield
- ▶ *The university logo
- ▶ The athletic VT®
- ▶ Hokie Tracks™

* Note that the ® designation would be used with the graphic representation of these trademarks.

The trademarked HokieBird® and/or VT® are limited to athletic and informal usage and must not be used for academic applications, academic products, or university websites.

The university shield has a protected area. No lines, words, or artwork may overlap or intersect this mark, and no changes may be made to the design.

The ® designation must be used in conjunction with all university marks with the exception of Hokie Tracks™, which requires the ™ designation.

The official Virginia Tech colors are maroon (PMS 208) and orange (PMS 158).

Virginia Tech marks may not be used in conjunction with other trademarks or registered marks without written permission from the owner of the mark. Questions about the status of a mark should be referred to the Office of Licensing & Trademarks Administration. The licensing office will provide assistance in determining proprietary rights (for example, using Virginia Tech with the Nike slogan "Just Do It," or using VT with U.Va.) and will answer questions about the status of a mark.

Virginia Tech marks may not be used in conjunction with references to alcohol or drugs. Nor will any use of university trademarks that is judged to be in poor taste be allowed.

Royalties are usually waived for items produced exclusively for a specific club, organization, or department when the design bears the name of the group and the products are being sold to the members at cost. Items bearing generic designs that are being sold as fundraisers are subject to standard royalty rates. A determination of royalty rates will be made on a case-by-case basis by the licensing office.

University departments, colleges, organizations, and the vendor must obtain written permission by e-mail or fax from the licensing office to use Virginia Tech marks. Examples include, but are not limited to, pens, notebooks, caps, shirts, jackets, glassware, pins, and key rings. An approval letter will be submitted to the vendor printing the item. The letter will serve as the university's approval for the vendor to produce Virginia Tech marks and will inform the vendor of royalty requirements.

Only licensed vendors may produce items bearing university trademarks.

Students

Students wanting to produce T-shirts and other commercial-type items must submit designs to the licensing office for written approval through a licensed vendor or must e-mail the artwork to the office.

Departments

Departments should adhere to the following guidelines for purchasing items bearing Virginia Tech trademarks with either speed purchase orders (SPOs) or American Express:

- ▶ The design being purchased must be submitted to the licensing office for approval before the order is placed.
- ▶ The name of the vendor producing the order should be submitted to the licensing office with the design. The vendor must be licensed with the university. If the vendor selected is not licensed, the licensing director will determine whether or not the vendor may be used.
- ▶ If the design is approved, the licensing office will write an approval letter allowing the vendor to produce the design and giving the vendor royalty information. A copy of this letter should be submitted to the vendor with the SPO.

Requisition for purchase

The design being purchased must be submitted to the licensing office for approval before the requisition is sent to the Purchasing Office.

If the design is approved, the licensing office will write an approval letter that references the requisition number. A copy of the letter should be attached to the requisition package and submitted to the Purchasing Office.

The vendor winning the bid must be licensed with the university or must sign the one-time limited agreement that will be forwarded to them by the Purchasing Office.

Application information

The Office of Licensing and Trademark Administration protects and controls the use of Virginia Tech's name, nicknames, and other identifying marks. Companies and individuals wishing to use these marks are required to enter into a nonexclusive trademark license agreement with the university. The process consists of three phases:

- ▶ Phase I: The application is completed by the prospective licensee and returned with a \$50.00 administrative fee, samples of the products to be licensed, and product specification sheets for each item. The application will be reviewed and, if approved, the applicant enters Phase II. If the application is disapproved, samples will be returned.
- ▶ Phase II: A nonexclusive licensing agreement is forwarded to the applicant. The applicant signs the agreement and returns it to Virginia Tech with a \$250.00 advance royalty guarantee and a certificate of insurance that meets all requirements listed in section 13.1 of the contract.
- ▶ Phase III: A fully executed copy of the agreement is returned to the new licensee. The licensee also receives artwork, royalty forms, product specification forms, and labeling information, which completes the licensing process. All contracts for Virginia Tech are renewed on July 1 of each year, regardless of the date one becomes licensed.

Virginia Tech requires the ® designation with all trademarks (except for Hokie Tracks™, which requires the ™ designation) and a royalty percentage. All designs must be approved by the Office of Licensing & Trademarks Administration before manufacture or distribution. The licensing agreement details all requirements for licensees and should be read carefully upon receipt.

A licensing application is available in PDF format at <http://www.unirel.vt.edu/licensing/documents/5401.pdf>. The complete application and \$50.00 application fee and samples of products to be licensed should be mailed to:

Virginia Tech Licensing Office
Southgate Drive (0161)
Blacksburg, VA 24061

For additional information about Virginia Tech's licensing program, contact licensing@vt.edu or 540/231-3748 or access <http://www.unirel.vt.edu/licensing>.

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY

Non-Exclusive Trademark Licensing Agreement

This Agreement, made this **Date** by and between **Virginia Polytechnic Institute and State University (Virginia Tech)**, Southgate Drive (0161), Blacksburg, Virginia 24061-0161 and **Name, Address, City, State Zip (Licensee)**.

WITNESSETH:

WHEREAS, **Virginia Tech** is the owner of all rights, title, interest and goodwill in and to certain designations comprising designs, trade names, trademarks and service marks, including but not limited to the designations depicted on Attachment A, and other designs, seals and symbols (hereinafter collectively referred to as "**Licensed Marks**"), which have come to be associated with Virginia Polytechnic Institute and State University;

WHEREAS, **Licensee** desires a license to use certain Virginia Polytechnic Institute and State University **Licensed Marks** on **Licensed Articles** listed on Attachment B;

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements herein contained, the parties hereby agree as follows:

DEFINITIONS

- 1.1 **Agreement** shall mean this agreement, together with any addenda or exhibits hereto.
- 1.2 **Licensed Marks** shall mean the designs, trademarks, trade names, service marks, logographics, symbols and any other devices that are associated with Virginia Polytechnic Institute and State University, which include, but are not limited to the designations depicted on Attachment A, which is incorporated herein by this reference.
- 1.3 **Licensed Articles** shall mean any product or part thereof bearing a **Licensed Mark** and listed in the Attachment B, incorporated herein by this reference.
- 1.4 **Included Territory** shall mean the United States of America and its territories.
- 1.5 **Net Sales** shall mean the total gross invoice amounts billed to customers, after deducting any credits for returns actually made as supported by credit memos. In computing **Net Sales**, no direct or indirect expenses incurred in licensing, manufacturing, selling, distributing or advertising (including cooperative and other advertising and promotion allowances) the **Licensed Articles** shall be deducted, nor shall any deduction be made for uncollectible accounts, cash discounts or similar allowances, provided however, that any taxes actually paid and any universally offered published discount actually applied may be deducted therefrom. **Net Sales** resulting from sales to any party directly or indirectly related to or affiliated with **Licensee** shall be computed based on regular selling prices to the trade.
- 1.6 **Retail Sales** shall mean the sale of **Licensed Articles** to the ultimate consumer at retail outlets (including Virginia Tech outlets), through mail order and/or catalogs.

- 1.7 **Wholesale Sales** shall mean the sale of **Licensed Articles** to any organization other than the ultimate consumer.
- 1.8 **Premium** shall mean any article given free or sold at less than the usual selling price for the purpose of increasing the sale of, or publicizing any other product or service, or for any other giveaway or promotional purposes.

TERM OF AGREEMENT

- 2.1 This **Agreement** shall be in effect from the date of execution on behalf of **Virginia Tech** for a term lasting from the date of execution until June 30. This **Agreement** shall be renewed effective each July 1 thereafter for a term of one (1) year by **Licensee** submitting an updated certificate of insurance and an advance as set forth in Section 7.4.

GRANTS

- 3.1 Subject to the terms of the **Agreement**, **Virginia Tech** hereby grants **Licensee** a non-exclusive license to the **Licensed Marks** on the **Licensed Articles** in the **Included Territory**.
- 3.2 No license, express or implied, is granted to **Licensee** to export **Licensed Articles** or to otherwise use **Licensed Marks** outside the **Included Territory**, and any such right is expressly withheld from this **Agreement**.
- 3.3 No right, express or implied, is granted to **Licensee** to sub-license or otherwise transfer in whole or in part the right to use the **Licensed Marks** to third parties, and any such right is expressly withheld from this **Agreement**.
- 3.4 No right, express or implied, is granted to **Licensee** to allow anyone other than **Licensee** to manufacture or otherwise produce **Licensed Articles**. All **Licensed Articles** covered by this **Agreement** must be manufactured or otherwise produced directly by **Licensee**.
- 3.5 **Virginia Tech** retains all rights to **Licensed Marks** except as otherwise granted herein.

PREMIUMS

- 4.1 No license is granted under this **Agreement** for the distribution of **Licensed Articles** as **Premiums**, except with the written approval of **Virginia Tech**.

QUALITY ASSURANCE

- 5.1 **Licensee** agrees to submit, free of cost, samples of **Licensed Articles** to **Virginia Tech** prior to any use, sale or other distribution to the public, and **Licensee** agrees to withhold any use, sale or other distribution of **Licensed Articles** until approved in writing by **Virginia Tech**. Said approval by **Virginia Tech** is applicable to both any product or part

thereof which constitutes a **Licensed Article** and the **Licensed Mark(s)** on such product or part thereof.

- 5.2 **Licensee** agrees to maintain such reasonable manufacturing, servicing and quality standards as may, from time to time, be requested by **Virginia Tech**.
- 5.3 **Licensee** shall assure that the **Licensed Articles** manufactured and sold meet or exceed the quality and specifications of the samples approved by **Virginia Tech**. **Licensee** agrees to remove from public sale or distribution any previously approved **Licensed Articles** to which **Virginia Tech** rescinds approval.
- 5.4 **Licensee** agrees that any proposed change to a **Licensed Article** involving any **Licensed Mark(s)** or any alteration in the structure, design or quality of the **Licensed Article**, shall be submitted to **Virginia Tech** for written approval prior to any use, sale or other distribution to the public, and **Licensee** agrees to withhold any use, sale or other distribution of such **Licensed Article** until approved in writing by **Virginia Tech**.
- 5.5 **Licensee** agrees that **Virginia Tech's** representatives may from time to time inspect the manufacturing premises and **Licensed Articles** of **Licensee** during all reasonable hours of operation during the term of this **Agreement** to assure that **Licensed Articles** are being produced in accordance with this **Agreement**.

TRADEMARK USE AND OWNERSHIP

- 6.1 **Licensee** agrees to use the **Licensed Marks** only in the form and manner and with appropriate legends as prescribed from time to time by **Virginia Tech**, and not to use any other trademark in combination with any of said **Licensed Marks** without the prior written approval of **Virginia Tech**. **Licensee** agrees it will not alter, modify, dilute or otherwise misuse the **Licensed Marks**.
- 6.2 **Licensee** agrees that upon request, it shall cause to appear on or within each **Licensed Article**, by means of a tag, label, imprint, or other appropriate device, such copyright, trademark or service mark notices as **Virginia Tech** may from time to time, upon reasonable notice, designate. **Licensee** agrees that upon request by **Virginia Tech**, it will cause all **Licensed Articles** to bear an "*Official Licensed Product*" label in a form and manner that **Virginia Tech** may from time to time, upon reasonable notice, designate, as identified in Attachment C, which is incorporated herein by this reference.
- 6.3 **Licensee** agrees to submit to **Virginia Tech** for approval samples of all tags, labels, and packaging to be used in connection with any **Licensed Product** and to remove therefrom or add thereto any element **Virginia Tech** may from time to time, upon reasonable notice, designate.
- 6.4 **Licensee** agrees to submit to **Virginia Tech** copies of any advertisement or promotional materials containing **Licensed Marks**, for **Virginia Tech's** approval prior to any use thereof, and to remove therefrom either any reference to **Licensed Marks** or any element which **Virginia Tech** may from time to time, upon reasonable notice, designate.

- 6.5 **Licensee** acknowledges the ownership of **Virginia Tech Trademarks** including **Licensed Marks** in **Virginia Tech**, and **Licensee** agrees that it will do nothing inconsistent with such ownership, and that use of the **Licensed Marks** by **Licensee** shall inure to the benefit of **Virginia Tech**. **Licensee** agrees that it shall not apply for registration or seek to obtain ownership of any **Virginia Tech Trademark** in any nation.
- 6.6 **Licensee** agrees that all artwork, designs, trademark or any reproductions thereof shall, notwithstanding their invention or use by the **Licensee**, be and remain the property of **Virginia Tech** who shall be entitled to use and license to use such artwork and designs, subject to the provision of this **Agreement**.
- 6.7 **Licensee** agrees that it will not state or imply either directly or indirectly that the **Licensee** or the **Licensee's** activities, other than those permitted by this **Agreement**, are supported, endorsed, or sponsored by **Virginia Tech**, and upon direction of **Virginia Tech**, shall issue express disclaimers to that effect. **Licensee** agrees not to use the name of Virginia Polytechnic Institute and State University or any **Virginia Tech Trademarks** in its business or affairs except for the use of the **Licensed Marks** as authorized herein or as may be incidental to its financial and internal reports. Further, **Licensee** agrees to hold harmless and indemnify **Virginia Tech** for any actions arising from **Licensee's** activities.
- 6.8 **Licensee** agrees it will use the **Licensed Marks** only in a fashion authorized by this **Agreement** and will comply with all appropriate local and national laws in the United States.
- 6.9 **Licensee** recognizes the goodwill associated with the **Licensed Marks** and acknowledges that said goodwill belongs to **Virginia Tech**.

ROYALTIES

- 7.1 **Licensee** agrees to pay **Virginia Tech** the following applicable royalties on **Net Sales** of **Licensed Articles** sold by **Licensee** depending on whether **Licensed Articles** are sold to retailers as specified in (a.) below; and/or are sold direct to consumers by **Licensee** as specified in (b.) below. **Licensed Articles** shall be deemed to have been sold when invoiced, or if not invoiced, then when delivered, shipped, or paid for, whichever is first.
- a. **Licensee** agrees to pay **Virginia Tech** a royalty of 10% of total **Net Sales** of **Wholesale Sales** sold by **Licensee**; and/or
 - b. **Licensee** agrees to pay **Virginia Tech** a royalty of 5% of total **Net Sales** of **Retail Sales** sold by **Licensee**.

- 7.2 Royalty payments shall be made in April, July, October, and January for the preceding calendar quarter's sales, and no later than thirty (30) days following the end of each quarter. All royalties shall be paid in U.S. dollars, and checks are to be made payable to:

Licensing Resource Group, Inc
LRG Michigan
442 Century Lane, Suite 100
Holland, Michigan 49423

- 7.3 No royalties shall be charged for sales of **Licensed Articles** for sales to any department or organization of **Virginia Tech** where said purchaser obtains written permission for royalty waiver from the Office of Licensing and Trademark Administration and submits the permission with the purchase order. This permission must be retained by the **Licensee** as proof of waiver for any future audit. If **Licensee** charges royalties for such sales despite the prohibition herein, the provision of paragraph 7.1 herein shall be applicable to all such sales. The application of paragraph 7.1 herein to such sales shall not be construed as a waiver of the prohibition set forth in this subparagraph 7.3.
- 7.4 **Licensee** shall pay **Virginia Tech** an annual minimum guarantee of **(\$250)** for each calendar year in which this **Agreement** is in effect. Upon signing the **Agreement**, **Licensee** shall pay as a non-refundable advance the sum of **(\$250)** which shall be credited toward royalties to be paid. Per Section 2.1, renewal of this **Agreement** will be predicated on the payment by **Licensee** of an advance of **(\$250)** and receipt by **Virginia Tech** of an updated certificate of insurance by July 1 of each year. Failure to meet these terms shall be cause for cancellation of the **Agreement**.
- 7.5 In the event the royalty payment is not received by **Virginia Tech** when due, **Licensee** agrees to pay **Virginia Tech** interest charges at a rate of one and one-half percent (1-1/2%) per month. Such interest shall be calculated from the date payment was due until actually received by **Virginia Tech**.
- 7.6 **Licensee** agrees to pay all costs of collection, including reasonable attorneys' fees incurred by **Virginia Tech**.

ACCOUNTING AND REPORTING

- 8.1 **Licensee** shall submit to **Virginia Tech** quarterly reports of its **Net Sales** of **Licensed Articles**. Said reports shall be prepared in a format agreeable to **Virginia Tech** and shall itemize all sales of **Licensed Products** by product category, style, units, dollars and customer numbers. Reports of sales made in each calendar quarter shall be submitted within thirty (30) days following the end of each quarter, in April, July, October and January. Each quarterly report shall be accompanied by a statement from the chief financial officer of **Licensee** certifying that the report is correct and complete and prepared in accordance and in compliance with this **Agreement**. If no sales or other use of the **Licensed Articles** are made during any reporting period, a statement to that effect shall be provided to **Virginia Tech**.

- 8.2 **Licensee** shall keep account books, records and duplicates of all invoices to customers showing the manufacture, sales and other distribution of **Licensed Articles**. Said books, records and invoices shall be maintained for a period of at least three (3) years after the payment of the corresponding royalty and shall be available for inspection and copying by duly authorized representatives of **Virginia Tech** during regular business hours upon reasonable prior notice. **Licensee** shall cooperate fully with **Virginia Tech** in making the inspection.
- 8.3 At least once during each calendar year in which this contract is in effect, and once after expiration or termination of this contract, **Virginia Tech** shall be entitled to an independent audit of **Licensee's** account books, records, invoices and other pertinent data by a certified public accountant or qualified auditor to be designated by **Virginia Tech**. The audit shall be limited to the determination of **Licensee's** sales of **Licensed Articles**, and shall be conducted during normal business hours at **Licensee's** home office. The costs of the audit shall be paid by **Virginia Tech** unless the audit shows that **Licensee** understated sales of **Licensed Articles** by more than ten percent (10%), in which case the **Licensee** shall pay all **Virginia Tech's** costs of the audit.
- 8.4 Licensee shall pay Licensing Resource Group a non-refundable re-instatement fee of \$50.00, in the event the contract is terminated based upon breach by Licensee and subsequently reinstated.

TERMINATION OF AGREEMENT

- 9.1 Either party shall have the right to terminate this **Agreement** at any time upon ninety (90) days' written notice to the other party provided however, that such termination shall not impair or affect any accrued rights of that other party.
- 9.2 **Virginia Tech** shall have the right to immediately terminate this **Agreement** by giving written notice to **Licensee** if the **Licensee** does any of the following:
- a. Manufactures, sells, promotes, distributes and/or uses, in any way, any **Licensed Article** without having the prior written approval of **Virginia Tech** as provided for by the provisions of this **Agreement**, or continues to manufacture, sell, promote, distribute and/or use, in any way, any **Licensed Article** after receipt of notice from **Virginia Tech** disapproving or withdrawing approval of same;
 - b. Files a petition in bankruptcy or is adjudicated as bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law, or if the **Licensee** discontinues its business or if a receiver is appointed for the **Licensee** or for the **Licensee's** business;
 - c. Breaches of any conditions or provisions of this Agreement and fails to correct such breach within ten (10) days after Virginia Tech, through its Licensing Agent, Licensing Resource Group, Inc., has given it notice thereof.
- 9.3 **Virginia Tech** shall have the right to immediately terminate the portion(s) of this **Agreement** relating to any **Licensed Article** in connection with which the **Licensee** becomes subject to any voluntary or involuntary order of any governmental agency involving the recall of any of the **Licensed Articles** and/or promotional and packaging material because of safety, health or other hazards or risks to the public.

- 9.4 **Licensee** acknowledges that money damages alone are inadequate to compensate **Virginia Tech** for any breach by **Licensee** of any provision of this **Agreement**. Therefore, in the event of a breach or threatened breach of any provision of this **Agreement** by **Licensee**, **Virginia Tech** may, in addition to all other remedies, immediately obtain and enforce injunctive relief prohibiting the breach or compelling specific performance.

EFFECT OF TERMINATION

- 10.1 Upon termination of this **Agreement**, **Licensee** agrees to immediately discontinue the manufacture of all **Licensed Articles** and the use of all **Licensed Marks**. Notwithstanding the provisions of the first sentence of this paragraph, **Licensee** shall have the privilege of disposing of all approved **Licensed Articles** within said stock at its normal wholesale price within three (3) months after said termination or expiration. However, all such disposition shall be subject to the terms of this **Agreement**. At the end of the three (3) month period, the licensee must pay any royalties owed, destroy all remaining goods, and cease and desist. Legal action will be taken for non-compliance.
- 10.2 **Licensee** agrees that all legal rights and goodwill associated with the **Virginia Tech Licensed Marks** shall remain the property of **Virginia Tech** after termination and **Licensee** shall make no claim thereto.

INFRINGEMENT

- 11.1 **Licensee** agrees to notify **Virginia Tech** promptly of any known use of **Licensed Marks** by others not duly authorized by **Virginia Tech**. Notification of such infringement shall include all details known by **licensee** that would enable **Virginia Tech** to investigate such infringement.

INDEMNIFICATION

- 12.1 **Licensee** shall defend, indemnify, and hold harmless **Virginia Tech**, its officers, employees, and agents from and against any losses and expenses (including attorney's fees), claims, suits, or other liability, including product liability, libel and slander resulting from injury to or death of any person or damage to property arising out of or in any way connected with the exercise of the license granted by this **Agreement**, provided such injuries to persons or damage to property are due to the acts of commissions or omissions of **Licensee**, its officers, employees or agents, or the products manufactured or sold by them.

INSURANCE

- 13.1 During the term of this **Agreement**, **Licensee** shall maintain in effect insurance for both bodily injury and property damage liability, including product liability, libel and slander in per occurrence limits of not less than One Million Dollars (\$1,000,000.00) for personal injury and not less than One Million Dollars (\$1,000,000.00) for property damage. The policy(ies) shall include an endorsement naming Virginia Polytechnic Institute and State University (Virginia Tech) as an additional insured insofar as this **Agreement** is concerned and provide that notice shall be given to **Virginia Tech** at least thirty (30) days prior to cancellation or material change in the form of such policy(ies). **Licensee** shall furnish **Virginia Tech**, prior to commencing any performance hereunder, and annually upon contract renewal, certificates of insurance with the endorsements required herein. **Virginia Tech** shall have the right to inspect the original policies of such insurance.

SEVERABILITY

- 14.1 Should any provision of this **Agreement** be held unenforceable or in conflict with the law of any jurisdiction, then the validity of the remaining provisions shall not be affected by such a holding.

MODIFICATION AND WAIVER

- 15.1 The **Parties** agree that the Attachments to this **Agreement** may be modified from time to time in a writing signed by both **Parties** for the purpose of adding or deleting items therefrom.
- 15.2 It is agreed that no waiver by either **Party** hereto of any breach or default of any of the provisions herein set forth shall be deemed a waiver as to any subsequent and/or similar breach or default.

NEGATION OF AGENCY

- 16.1 **Licensee** is an independent contractor. Nothing contained herein shall be deemed to create an agency, joint venture, franchise or partnership relationship between the **Parties**, and neither **Party** shall so hold itself out. **Licensee** shall have no right to obligate or bind **Virginia Tech** in any manner whatsoever, and nothing contained in this **Agreement** shall give or is intended to give any right of any kind to third persons.

LICENSE RESTRICTIONS

- 17.1 It is agreed that the rights and privileges granted to **Licensee** are each and all expressly conditioned upon the faithful performance on the part of **Licensee** of every requirement

herein contained, and that each of such conditions and requirements may be and the same are specific license restrictions.

LIMITED WARRANTY

- 18.1 **Virginia Tech** warrants it has the lawful capacity to execute this **Agreement**.
- 18.2 **Virginia Tech** makes no Warranty, express or implied, that **Licensed Articles** will be commercially successful.
- 18.3 **Virginia Tech** makes no Representations or Warranties with respect to the products manufactured or sold by **Licensee** and any liability arising out of the sale of **Licensed Articles** sold or use of the **Licensed Marks** hereunder.
- 18.4 **Licensee** warrants that the products manufactured or sold by **Licensee** under this **Agreement** will be suitable for the purpose for which they are intended to be used.

ASSIGNABILITY

- 19.1 This **Agreement** shall inure to the benefit of **Virginia Tech**, its successors and assigns, but will be personal to **Licensee** and shall be assignable by **Licensee** only with the prior written consent of **Virginia Tech**.

GOVERNING LAW

- 20.1 This **Agreement** shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the Commonwealth of Virginia. The **Parties** hereto consent to the jurisdiction of the court of competent jurisdiction, federal or state, situated in the Commonwealth of Virginia for the bringing of any and all actions hereunder.

DISCRIMINATION

- 21.1 Both **Parties** agree not to discriminate against any individual or company on the basis of race, creed, color, national origin, age or sex.

SURVIVAL OF RIGHTS

- 22.1 Notwithstanding anything to the contrary contained herein, such obligations which remain executory after expiration of the term of this **Agreement** shall remain in full force and effect until discharged by performance and such rights as pertain thereto shall remain in force until their expiration.

DISCLOSURE OF MANUFACTURING COMPANIES

- 23.1 Virginia Tech Licensees are required to disclose the names of all manufacturing companies utilized by Licensee and their addresses, phone numbers, and contact person. This includes all subcontractors.

CODE OF CONDUCT

24.1 Licensees are asked to take any internal and external action needed to ensure compliance with the Virginia Tech Licensee Code of Conduct, attached hereto as exhibit A.

HEADINGS

25.1 The headings herein are for reference purposes only and not constitute a part hereof or be deemed to limit or expand the scope of any provision of this **Agreement**.

NOTICE AND PAYMENTS

26.1 Any notice required by this **Agreement** shall be deemed to have been properly received when delivered in person or when mailed by registered first class mail return receipt requested to the address as given herein, or such addresses as may be designated from time to time during the term of this **Agreement**.

COMPLETE AGREEMENT

27.1 It is understood and agreed between the **Parties** that this **Agreement** constitutes the entire agreement between them, both oral and written, and that all prior agreements or representations respecting the subject matter hereof whether written or oral, expressed or implied, are superseded and are null and void and of no effect.

27.2 All attachments to this **Agreement** are incorporated herein by reference as if fully set forth in this **Agreement**.

IN WITNESS WHEREOF, the **Parties** here have caused this **Agreement** to be executed in duplicate by their duly authorized representatives and to become effective as of the day and year first above written.

Licensee

Licensor

Company Name

Virginia Polytechnic Institute and State University

Printed Name

M. Dwight Shelton, Jr.
Printed Name

Title

Vice President for Finance and Chief Financial Officer
Title

Signature

Signature

Date

Date

Attachment A
Trademarks of Virginia Tech

UNIVERSITY MARKS



University Colors Pantone® Colors Process Colors

Virginia Tech Maroon	<i>For Virginia Tech Maroon, use PANTONE® 208</i>	C:40% M:100% Y:50% K:15%
Virginia Tech Orange	<i>For Virginia Tech Orange, use PANTONE® 158</i>	C:0% M:65% Y:90% K:0%

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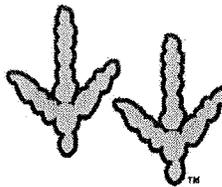
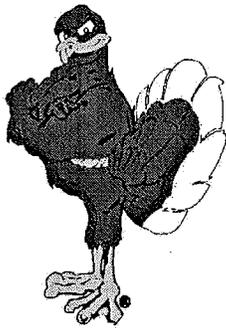
VIRGINIA TECH

FULL-COLOR REPRESENTATIONS

PRIMARY SPORTS MARKS



SECONDARY SPORTS MARKS



COLOR INFORMATION

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UNIVERSITY COLORS	PANTONE® COLORS	PROCESS COLORS
Virginia Tech Maroon	For Virginia Tech Maroon, use PANTONE® 208	C:40% M:100% Y:50% K:15%
Virginia Tech Orange	For Virginia Tech Orange, use PANTONE® 158	C:0% M:65% Y:90% K:0%

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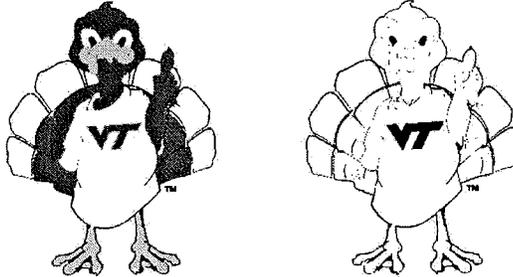
www.trademarksonline.com

Page 1

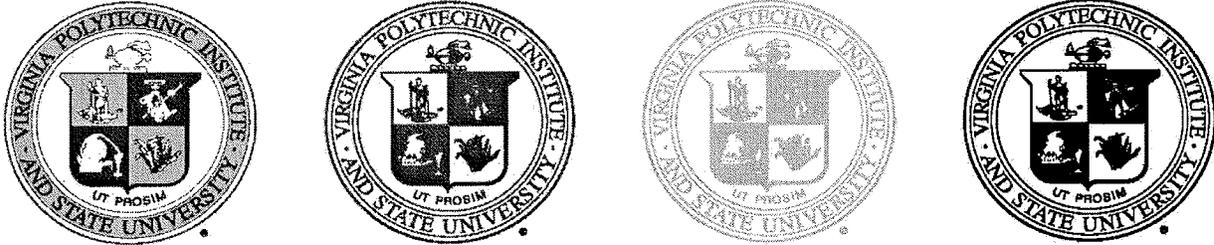
VIRGINIA TECH

FULL-COLOR REPRESENTATIONS

CHILD MARKS



UNIVERSITY SEALS



VERBIAGE

Virginia Polytechnic Institute and State University®
 Virginia Tech®
 Hokies®
 Virginia Tech Hokies®
 Invent the Future®
 HokieBird®

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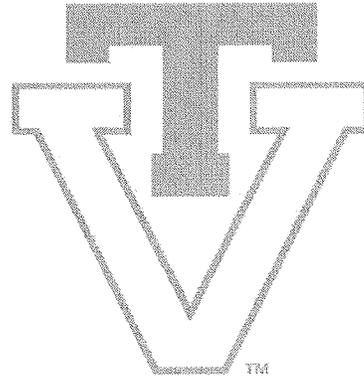
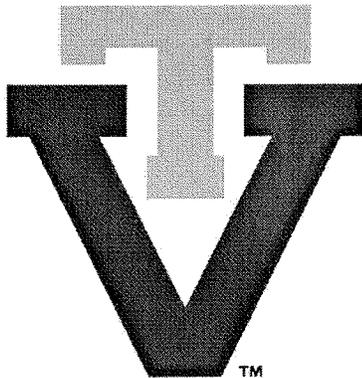
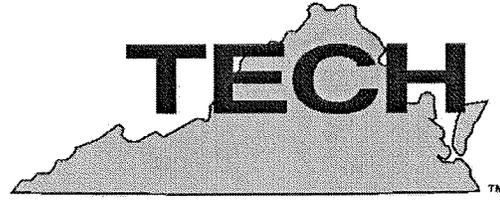
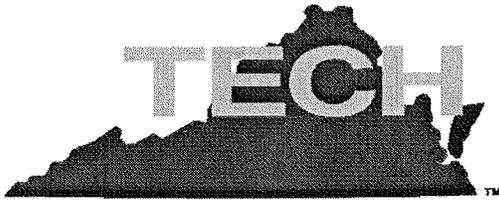
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Page 3

VIRGINIA TECH

FULL-COLOR REPRESENTATIONS

HOKIE VINTAGE MARKS



COLOR INFORMATION

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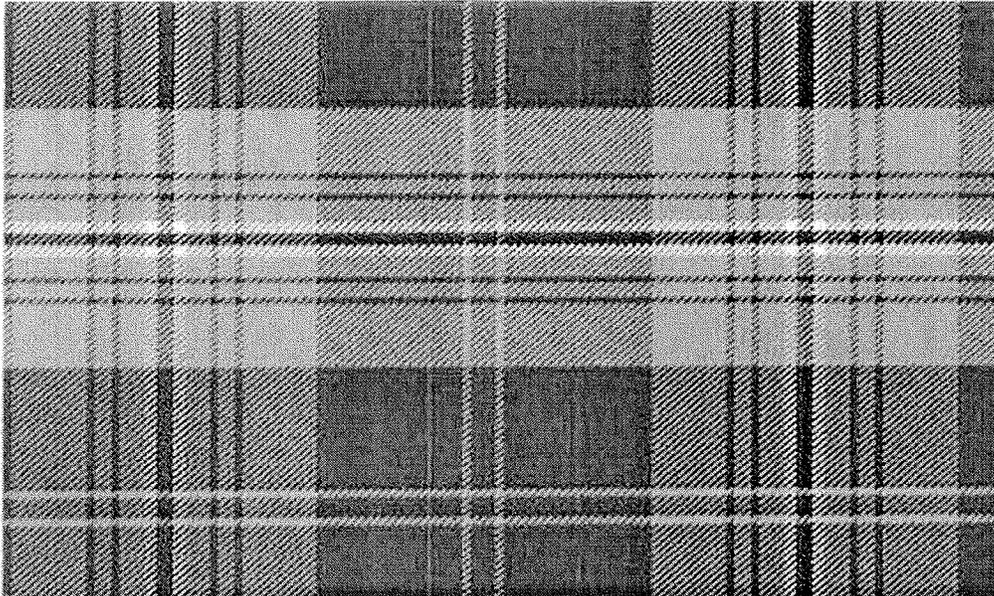
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Page 5

VIRGINIA TECH

FULL-COLOR REPRESENTATIONS

VIRGINIA TECH TARTAN



Note:

The Tartan was designed in 2008 by Matthew A.C. Newsome of the Scottish Tartans Museum in Franklin, North Carolina. It is recorded with the Scottish Tartans Authority in Perthshire, Scotland, in the International Tartan Index as number 7663.

Thread count information is as follows:

Mn12 Or4 Mn72 Or36 Mn4 Or12 W6 B8

Mn= maroon; Or= orange; W= white B= blue

The numbers represent the number of threads, but they are there to indicate a ratio rather than a prescribed number. In other words, you can increase or decrease the number of threads to achieve a larger or smaller pattern, so long as the ratio remains the same.

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UNIVERSITY COLORS

PANTONE® COLORS

PROCESS COLORS

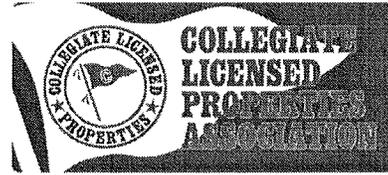
Virginia Tech Maroon	For Virginia Tech Maroon, use PANTONE® 208	C:40% M:100% Y:50% K:15%
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Attachment C



In 1989, five institutions that managed their licensing programs independent of an agent worked together to create the Collegiate Licensed Product labeling program. This label was designed to help identify products as officially licensed, and was used not only by independently-managed colleges and universities nationwide, but by institutions whose licensing programs were managed by the Licensing Resource Group, Inc.

Over the past several months, LRG, its university partners, and numerous independently-managed university licensing programs determined a need to increase the level of security that the CLP label provided not only to its members, but to the licensees who diligently adhere to the terms and conditions of all collegiate licensing programs that use this label. To help manage this program, the member institutions and LRG formed the Collegiate Licensed Properties Association (CLPA) and are pleased to announce the *CLPA Authentication Program*.

The CLPA Authentication Program is designed to protect legitimate licensees from the onslaught of unlicensed and counterfeit products found on the market today. We know you have made a significant investment in your business and the production and sale of collegiate licensed merchandise, and we want to be sure that your investment is protected from those who have not made the same commitment.

The CLPA Authentication Program has been created in cooperation with OpSec Security, Inc. OpSec is the world's leading provider of anti-counterfeiting and brand protection management programs, and counts among its clients Major League Baseball, the National Football League and the National Basketball Association. More information about OpSec can be found on their website at www.opsecsecurity.com.

To help answer questions regarding the ordering and application of labels, please go to http://www.lrgusa.com/clp_label_info.php. Should you have additional questions that have not been addressed, please contact Jack Landrigan at 616.395.0676, ext. 111 or jack@lrgusa.com; Lisa Tomlinson at 616.395.0676, ext. 108 or lisa@lrgusa.com or OpSec Security Jennifer Pollock jpollock@opsecsecurity.com at 717-293-4110 ext.1111 or Faith Smith fsmith@opsecsecurity.com or clpa@opsecsecurity.com.

LICENSING AGREEMENT FOR USE OF MARKS IN BUSINESS NAME

Virginia Polytechnic Institute and State University (Virginia Tech) hereby grants M/G Hologram Inc. (Licensee), incorporated on MAY 15, 1978, in the state of VIRGINIA, the right to use the Hokie™ trademark as part of the name THE HORSE HOUSE. This use must adhere to the following guidelines and any violation of these requirements will result in the immediate cancellation of this agreement.

1. Licensee acknowledges that Hokie™ is the property of Virginia Tech.
2. Under this agreement, Hokie™ may not be used in any form other than its inclusion in the name THE HORSE HOUSE. Any other use of Hokie™ will be subject to the terms and conditions set forth in the Licensing Agreement.
3. Virginia Tech reserves the right to require the use of the name THE HORSE HOUSE in advertisements, promotions and other printed materials or audio/visuals to bear the following disclaimer:

THE HORSE HOUSE is a private enterprise which is not affiliated in any way with Virginia Polytechnic Institute and State University.

This includes, but is not limited to use in radio, newspaper and television advertising.

4. All other use of Virginia Tech trademarks by M/G Hologram Inc. is governed by the terms and conditions set forth in the Licensing Agreement and will require approvals as outlined in the agreement.
5. Licensee shall defend, indemnify, and hold harmless Virginia Tech, its officer, employees, and agents from and against any losses and expenses (including attorney's fees), claims, suits, or other liability, including product liability, libel and slander resulting from injury to or death of any person or damage to property arising out of or in any way connected with the exercise of the license granted by this Agreement, provided such injuries to persons or damage to property are due to the acts or commissions or omissions of Licensee, its officers, employees or agents, or the products manufactured or sold by them.
6. Licensee is an independent business. Nothing contained herein shall be deemed to create an agency, joint venture, franchise or partnership relationship between the Parties, and neither Party shall hold itself out. Licensee shall have no right to obligate or bind Virginia Tech in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
7. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.

Licensing Agreement
Page Two

This right is granted for the period of one year, beginning July 1, 1993 and will be renewed each year unless either party objects to continuing this agreement.

Virginia Polytechnic Institute
and State University

Licensee

Printed Name

Ann Spencer, Contract Review Officer

Title

Ann Spencer

Signature

JAN 24 1994

Date

William C. McClorum

Printed Name

Vice-President

Title

William C. McClorum

Signature

11/15/93

Date

LICENSING AGREEMENT FOR USE OF MARKS IN BUSINESS NAME

Virginia Polytechnic Institute and State University (Virginia Tech) hereby grants New Wheel / Hokie Spokes (Licensee), incorporated on _____, 19____, in the state of Virginia, the right to use the Hokie™ trademark as part of the name Hokie Spokes. This use must adhere to the following guidelines and any violation of these requirements will result in the immediate cancellation of this agreement.

1. Licensee acknowledges that Hokie™ is the property of Virginia Tech.
2. Under this agreement, Hokie™ may not be used in any form other than its inclusion in the name Hokie Spokes. Any other use of Hokie™ will be subject to the terms and conditions set forth in the Licensing Agreement.
3. Virginia Tech reserves the right to require the use of the name Hokie Spokes in advertisements, promotions and other printed materials or audio/visuals to bear the following disclaimer:

Hokie Spokes is a private enterprise which is not affiliated in any way with Virginia Polytechnic Institute and State University.

This includes, but is not limited to use in radio, newspaper and television advertising.

4. All other use of Virginia Tech trademarks by New Wheel / Hokie Spokes is governed by the terms and conditions set forth in the Licensing Agreement and will require approvals as outlined in the agreement.
5. Licensee shall defend, indemnify, and hold harmless Virginia Tech, its officer, employees, and agents from and against any losses and expenses (including attorney's fees), claims, suits, or other liability, including product liability, libel and slander resulting from injury to or death of any person or damage to property arising out of or in any way connected with the exercise of the license granted by this Agreement, provided such injuries to persons or damage to property are due to the acts or commissions or omissions of Licensee, its officers, employees or agents, or the products manufactured or sold by them.
6. Licensee is an independent business. Nothing contained herein shall be deemed to create an agency, joint venture, franchise or partnership relationship between the Parties, and neither Party shall hold itself out. Licensee shall have no right to obligate or bind Virginia Tech in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
7. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.

Licensing Agreement
Page Two



This right is granted for the period of one year, beginning July 1, 1993 and will be renewed each year unless either party objects to continuing this agreement.

Virginia Polytechnic Institute
and State University

Licensee

Printed Name
Ann Spencer, Contract Review Officer

David Abraham
Printed Name

Title

OWNER

Signature
Ann Spencer

Title
DA
Signature

Date
DEC - 3 1993

11/6/93
Date



VIRGINIA POLYTECHNIC INSTITUTE
AND STATE UNIVERSITY

Licensing and Trademark Administration

600 Country Club Drive (0161)
Blacksburg, Virginia 24061
(540) 231-3748 Fax: (540) 231-3878

September 20, 2000

Ms. Melinda Mannon
C/O Hokie Hair
217 North Main Street
Blacksburg, Virginia 24060

RE: Virginia Tech Trademarks

Dear Ms. Mannon:

As you know, Virginia Polytechnic Institute and State University ("Virginia Tech") is the owner of all designs, trademarks, trade names, etc., that are associated with Virginia Tech. We are aware that you have been using the term "Hokie," a Virginia Tech licensed mark (the "Mark"), in your business for some time. While we do not wish to upset the normal course of your business, nor do we intend to charge you for your use of the Mark, we do wish to establish some ground rules for its use.

We will permit your continued use of the term "Hokie" in your business name, including its usage in a URL (web site "address") for a web page related to your business, provided that its use is in a manner that preserves the integrity, character and dignity of Virginia Tech. Although we do not wish to impose unnecessary restrictions on your usage of the Mark, we do retain the right to utilize the Mark in any way we deem appropriate and therefore, may withdraw approval for its usage upon 12 months' written notice.

The standard licensing agreement runs for a period of 12 months, from July 1 to June 30, but the agreement will automatically renew for additional 1-year periods. However, if the university determines that the Mark is being used in an inappropriate manner, we reserve the right to immediately terminate its usage. This license to use the Mark may not be assigned or sublicensed without written approval from Virginia Tech, including upon the sale of your business, except for a sale to a member of your immediate family.

Although Virginia Tech desires to allow your use of the Mark with as few restrictions as possible, there are several items that the university asks from you in return:

1. Please do not state or imply that Virginia Tech supports, endorses or sponsors your business. Additionally, we ask that you indicate Virginia Tech's ownership and control of the Mark in any advertisements (radio, print or otherwise) for your business. We will be happy to provide appropriate language upon request.

2. In exchange for Virginia Tech's permission to use the Mark in your business, you agree not to challenge or question, during the period of use or thereafter, the university's rights to the Mark. You also agree not to use any mark that is confusingly similar to the Mark. In the event that the university feels the need to take action against a third party to protect the Mark, we request that you assist us in our efforts. However, you agree that you will not take any action against a third party for use of the Mark without prior written approval of Virginia Tech.

Mannon

September 20, 2000

Page 2

3. You agree to indemnify and hold harmless the university from any and all claims or causes of action arising from your use of the Mark, whether such claim or cause of action is from third parties, and also to be responsible for any damages or costs connected to your business or your use of the term "Hokie."

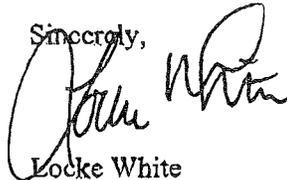
4. You agree to maintain general liability insurance with coverage limits typical for your business. If the university requests, you agree to furnish us with a copy of the certificate of insurance.

We appreciate your willingness to work with Virginia Tech in this matter. Please feel free to call me at 540/231-3748, if you have any questions or concerns about this agreement or your usage of the term "Hokie" in your business.

We have included two (2) copies of this letter. Please sign below to indicate your confirmation of these terms, and return a signed copy to my attention. You may keep the extra copy for your files.

Thank you for your cooperation.

Sincerely,



Locke White

Director of Licensing and Trademark

AGREED:

Melinda C Manna

Title: President

Date: October 31, 2000



Licensing and Trademark Administration

600 Country Club Drive (0161)
Blacksburg, Virginia 24061
(540) 231-3748 Fax: (540) 231-3878

September 20, 2000

Ms. Christiana Cranwell
C/O Hokie Beach
203A College Avenue
Blacksburg, Virginia 24060

RE: Virginia Tech Trademarks

Dear Ms. Cranwell:

As you know, Virginia Polytechnic Institute and State University ("Virginia Tech") is the owner of all designs, trademarks, trade names, etc., that are associated with Virginia Tech. We are aware that you have been using the term "Hokie," a Virginia Tech licensed mark (the "Mark"), in your business for some time. While we do not wish to upset the normal course of your business, nor do we intend to charge you for your use of the Mark, we do wish to establish some ground rules for its use.

We will permit your continued use of the term "Hokie" in your business name, including its usage in a URL (web site "address") for a web page related to your business, provided that its use is in a manner that preserves the integrity, character and dignity of Virginia Tech. Although we do not wish to impose unnecessary restrictions on your usage of the Mark, we do retain the right to utilize the Mark in any way we deem appropriate and therefore, may withdraw approval for its usage upon 12 months' written notice.

The standard licensing agreement runs for a period of 12 months, from July 1 to June 30, but the agreement will automatically renew for additional 1-year periods. However, if the university determines that the Mark is being used in an inappropriate manner, we reserve the right to immediately terminate its usage. This license to use the Mark may not be assigned or sublicensed without written approval from Virginia Tech, including upon the sale of your business, except for a sale to a member of your immediate family.

Although Virginia Tech desires to allow your use of the Mark with as few restrictions as possible, there are several items that the university asks from you in return:

1. Please do not state or imply that Virginia Tech supports, endorses or sponsors your business. Additionally, we ask that you indicate Virginia Tech's ownership and control of the Mark in any advertisements (radio, print or otherwise) for your business. We will be happy to provide appropriate language upon request.

2. In exchange for Virginia Tech's permission to use the Mark in your business, you agree not to challenge or question, during the period of use or thereafter, the university's rights to the Mark. You also agree not to use any mark that is confusingly similar to the Mark. In the event that the university feels the need to take action against a third party to protect the Mark, we request that you assist us in our efforts. However, you agree that you will not take any action against a third party for use of the Mark without prior written approval of Virginia Tech.

Cranwell
September 20, 2000
Page 2

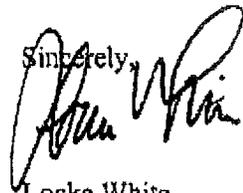
3. You agree to indemnify and hold harmless the university from any and all claims or causes of action arising from your use of the Mark, whether such claim or cause of action is from third parties, and also to be responsible for any damages or costs connected to your business or your use of the term "Hokie."

4. You agree to maintain general liability insurance with coverage limits typical for your business. If the university requests, you agree to furnish us with a copy of the certificate of insurance.

We appreciate your willingness to work with Virginia Tech in this matter. Please feel free to call me at 540/231-3748, if you have any questions or concerns about this agreement or your usage of the term "Hokie" in your business.

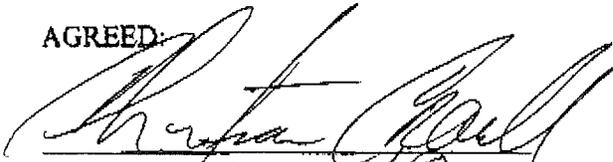
We have included two (2) copies of this letter. Please sign below to indicate your confirmation of these terms, and return a signed copy to my attention. You may keep the extra copy for your files.

Thank you for your cooperation.

Sincerely,


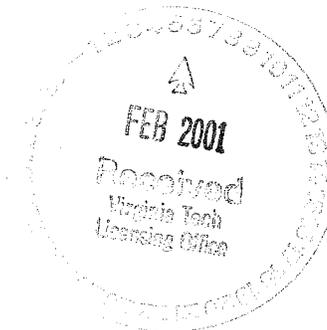
Locke White
Director of Licensing and Trademark

AGREED:



Title: RESIDENT / OWNER

Date: 2/1/01



(From Exhibit B-1 to
Opposer's Third Set of Discovery Requests)

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF VIRGINIA
Roanoke Division

VIRGINIA POLYTECHNIC INSTITUTE)
AND STATE UNIVERSITY,)

Plaintiff,)

v.)

HOKIE REAL ESTATE, INC.,)

Defendant.)

Case No. 7-10-cv-00466

**DEFENDANT'S FIRST SUPPLEMENTAL RESPONSES TO
PLAINTIFF'S FIRST SET OF INTERROGATORIES AND
REQUESTS FOR PRODUCTION OF DOCUMENTS AND THINGS**

Defendant Hokie Real Estate, Inc. ("Defendant") provides the following supplemental response to the First Set of Interrogatories and First Set of Requests for Production of Documents and Things of Plaintiff Virginia Polytechnic Institute and State University ("Plaintiff"):

GENERAL OBJECTIONS

Defendant objects generally to any and all of the following discovery requests to the extent that any such request seeks information (1) that is overly broad, burdensome, vague and/or ambiguous; (2) irrelevant, beyond the scope of permissible discovery and/or unlikely to lead to the discovery of admissible evidence; (3) overly burdensome and/or sought for the purpose of harassment; (4) protected from disclosure by one or more applicable privileges, including but not limited to the attorney client privilege and work product doctrine; and (5) to the extent that any such request calls for a legal conclusion.

Without waiving these objections, and subject thereto, Defendant makes the following responses:

INTERROGATORIES

8. *If Defendant contends that there are any third party uses of the trademark/service mark HOKIE that Virginia Tech has permitted, without interference, then set forth each of those third party uses including the mark, the third party user of that mark, the length of use, the goods and services used in connection with each mark, and the basis for the contention that such use is being permitted without interference by Virginia Tech.*

SUPPLEMENTAL ANSWER:

In addition to the third party users of the trademark/service mark HOKIE previously identified, Defendant supplements this interrogatory with additional third parties as follows:

Mark: AIR HOKIE

Third Party user of the Mark: Air Hokie, LLC
307 Amelia St.
Fredericksburg, VA 22401

Length of use: Defendant is without sufficient knowledge or information to state the length of use of this mark by this third party. Defendant does however note that this legal entity has used this name, which contains the mark in question, since September 15, 2008. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Goods and services used in connection with mark: Defendant is without sufficient knowledge or information to state the goods and services used in connection with this mark by this third party. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Basis of contention that use is being permitted without interference by VPI&SU: Defendant is not aware of (a) any license or agreement between VPI&SU and this third-party user that permits this third-party user to use this mark, or (b) any attempt by VPI&SU to prosecute this third-party user for the use of this mark or otherwise to

prevent such use by this third-party user. Defendant accordingly presumes (absent any evidence to the contrary) that such use is being permitted without interference by VPI&SU. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Mark: HOKIES

Third Party user of the Mark: Blacksburg Eye Associates
John M. Dovie, O.D., F.A.A.O.
1344 South Main Street, Suite 2
Blacksburg, Va. 24060

Length of use: Since at least October 2009

Goods and services used in connection with mark: Optometry services;
eyeglasses

Basis of contention that use is being permitted without interference by VPI&SU:

Documents produced by Plaintiff in discovery indicate that Plaintiff does not believe this third-party user's use of the above mark to be permitted. Furthermore, Defendant is not aware of (a) any license or agreement between VPI&SU and this third-party user that permits this third-party user to use this mark, or (b) any attempt by VPI&SU to prosecute this third-party user for the use of this mark or otherwise to prevent such use by this third-party user. Defendant accordingly presumes (absent any evidence to the contrary) that such use is being permitted without interference by VPI&SU. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Mark: HOKIE HONDA
DUNCAN'S HOKIE HONDA

Third Party user of the Mark: Duncan Enterprises Company VA
2050 Roanoke Street
Christiansburg, VA 24073

Length of use: Since 1977

Goods and services used in connection with mark: Car dealership retail services

Basis of contention that use is being permitted without interference by VPI&SU:

Documents produced by Plaintiff indicate that Plaintiff has long been aware of this third-party user's use of these marks. Defendant is not aware of (a) any license or agreement between VPI&SU and this third-party user that permits this third-party user to use this mark in this manner, or (b) any attempt by VPI&SU to prosecute this third-party user for the use of this mark or otherwise to prevent such use by this third-party user. Defendant accordingly presumes (absent any evidence to the contrary) that such use is being permitted without interference by VPI&SU. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Mark: EMERALD HOKIE

Third Party user of the Mark: Emerald Hokie Enterprises, Inc.
3225 Big Branch Road
Riner, VA 24149

Length of use: Defendant is without sufficient knowledge or information to state the length of use of this mark by this third party. Defendant does however note that this legal entity has used this name, which contains the mark in question, since September 19, 2008. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Goods and services used in connection with mark: Auto repair services

Basis of contention that use is being permitted without interference by VPI&SU: Defendant is not aware of (a) any license or agreement between VPI&SU and this third-party user that permits this third-party user to use this mark, or (b) any attempt by VPI&SU to prosecute this third-party user for the use of this mark or otherwise to prevent such use by this third-party user. Defendant accordingly presumes (absent any evidence to the contrary) that such use is being permitted without interference by VPI&SU. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Mark: GOLDEN HOKIES

Third Party user of the Mark: Golden Hokies, LLC
406 Roanoke Street
Christiansburg, VA 24073

Length of use: Defendant is without sufficient knowledge or information to state the length of use of this mark by this third party. Defendant does however note that this legal entity has used this name, which contains the mark in question, since XXX June 26, 2006. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Goods and services used in connection with mark: Defendant is without sufficient knowledge or information to state the goods and services used in connection with this mark by this third party. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Basis of contention that use is being permitted without interference by VPI&SU: Defendant is not aware of (a) any license or agreement between VPI&SU and this third-party user that permits this third-party user to use this mark, or (b) any attempt by VPI&SU to prosecute this third-party user for the use of this mark or otherwise to prevent such use by this third-party user. Defendant accordingly presumes (absent any evidence to the contrary) that such use is being permitted without interference by VPI&SU. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Mark: HOKIE SOCCER ACADEMY

Third Party user of the Mark: Oliver Weiss and
Hasenpfeffer, Inc.
26 W. Kirk Avenue
Roanoke, VA 24011

Length of use: Defendant is without sufficient knowledge or information to state the length of use of this mark by this third party. Defendant does however note that Hasenpfeffer, Inc. has used this name, which contains the mark in question, since September 8, 2006. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Goods and services used in connection with mark: Educational services, namely, soccer instruction; sports activities, namely, soccer

Basis of contention that use is being permitted without interference by VPI&SU: Defendant is not aware of (a) any license or agreement between VPI&SU and this third-party user that permits this third-party user to use this mark, or (b) any attempt by VPI&SU to prosecute this third-party user for the use of this mark or otherwise to prevent such use by this third-party user. Defendant accordingly presumes (absent any evidence to the contrary) that such use is being permitted without interference by VPI&SU. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Mark: HOKIE AIRCO

Third Party user of the Mark: Hokie Airco, Inc.
7416 Fort Mason Drive
Roanoke, VA 24018

Length of use: Defendant is without sufficient knowledge or information to state the length of use of this mark by this third party. Defendant does however note that this legal entity has used this name, which contains the mark in question, since November 6, 1980. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Goods and services used in connection with mark: Airplane chartering services

Basis of contention that use is being permitted without interference by VPI&SU: Defendant is not aware of (a) any license or agreement between VPI&SU and this third-party user that permits this third-party user to use this mark, or (b) any attempt by VPI&SU to prosecute this third-party user for the use of this mark or otherwise to prevent such use by this third-party user. Defendant accordingly presumes (absent any evidence to the contrary) that such use is being permitted without interference by VPI&SU. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Mark: HOKIE ASSOCIATES

Third Party user of the Mark: Hokie Associates, L.L.C.

1600 Palmyra Avenue
Richmond, VA 23227

Length of use: Defendant is without sufficient knowledge or information to state the length of use of this mark by this third party. Defendant does however note that this legal entity has used this name, which contains the mark in question, since January 1, 1996. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Goods and services used in connection with mark: Defendant is without sufficient knowledge or information to state the goods and services used in connection with this mark by this third party. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Basis of contention that use is being permitted without interference by VPI&SU: Defendant is not aware of (a) any license or agreement between VPI&SU and this third-party user that permits this third-party user to use this mark, or (b) any attempt by VPI&SU to prosecute this third-party user for the use of this mark or otherwise to prevent such use by this third-party user. Defendant accordingly presumes (absent any evidence to the contrary) that such use is being permitted without interference by VPI&SU. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Mark: HOKIE BEAR PARTNERS

Third Party user of the Mark: Hokie Bear Partners, LLC
R/A David Andrews, The Shopping Center Group
(real estate brokerage services)
4801 Radford Avenue, Suite A
Richmond, VA 23230

Length of use: Defendant is without sufficient knowledge or information to state the length of use of this mark by this third party. Defendant does however note that this legal entity has used this name, which contains the mark in question, since November 22, 2006. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Goods and services used in connection with mark: Defendant is without sufficient knowledge or information to state the goods and services used in connection with this mark by this third party. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Basis of contention that use is being permitted without interference by VPI&SU: Defendant is not aware of (a) any license or agreement between VPI&SU and this third-party user that permits this third-party user to use this mark, or (b) any attempt by VPI&SU to prosecute this third-party user for the use of this mark or otherwise to prevent such use by this third-party user. Defendant accordingly presumes (absent any evidence to the contrary) that such use is being permitted without interference by

VPI&SU. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Mark: HOKIE CONDO

Third Party user of the Mark: Hokie Condo, LLC
6324 Beachway Drive
Falls Church, VA 22044

Length of use: Defendant is without sufficient knowledge or information to state the length of use of this mark by this third party. Defendant does however note that this legal entity has used this name, which contains the mark in question, since May 3, 2006. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Goods and services used in connection with mark: Defendant is without sufficient knowledge or information to state the goods and services used in connection with this mark by this third party. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Basis of contention that use is being permitted without interference by VPI&SU: Defendant is not aware of (a) any license or agreement between VPI&SU and this third-party user that permits this third-party user to use this mark, or (b) any attempt by VPI&SU to prosecute this third-party user for the use of this mark or otherwise to prevent such use by this third-party user. Defendant accordingly presumes (absent any evidence to the contrary) that such use is being permitted without interference by VPI&SU. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Mark: HOKIE FC

Third Party user of the Mark: HOKIE FC, LLC
15871 City View Drive, Suite 300
Midlothian, VA 23113

Length of use: Defendant is without sufficient knowledge or information to state the length of use of this mark by this third party. Defendant does however note that this legal entity has used this name, which contains the mark in question, since November 29, 2005. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Goods and services used in connection with mark: Defendant is without sufficient knowledge or information to state the goods and services used in connection with this mark by this third party. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Basis of contention that use is being permitted without interference by VPI&SU: Defendant is not aware of (a) any license or agreement between VPI&SU and this

third-party user that permits this third-party user to use this mark, or (b) any attempt by VPI&SU to prosecute this third-party user for the use of this mark or otherwise to prevent such use by this third-party user. Defendant accordingly presumes (absent any evidence to the contrary) that such use is being permitted without interference by VPI&SU. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Mark: HOKIE HAVEN

Third Party user of the Mark: Hokie Haven, LLC
6 Griswold Ct.
Potomac Falls, VA 20165

Length of use: Defendant is without sufficient knowledge or information to state the length of use of this mark by this third party. Defendant does however note that this legal entity has used this name, which contains the mark in question, since October 30, 2008. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Goods and services used in connection with mark: Defendant is without sufficient knowledge or information to state the goods and services used in connection with this mark by this third party. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Basis of contention that use is being permitted without interference by VPI&SU: Defendant is not aware of (a) any license or agreement between VPI&SU and this third-party user that permits this third-party user to use this mark, or (b) any attempt by VPI&SU to prosecute this third-party user for the use of this mark or otherwise to prevent such use by this third-party user. Defendant accordingly presumes (absent any evidence to the contrary) that such use is being permitted without interference by VPI&SU. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Mark: HOKIE HILL ROAD

Third Party user of the Mark: Hokie Hill Road, LLC
41 Hassen Heights Rd.
Bristol, VA 24201

Length of use: Defendant is without sufficient knowledge or information to state the length of use of this mark by this third party. Defendant does however note that this legal entity has used this name, which contains the mark in question, since September 12, 2006. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Goods and services used in connection with mark: Defendant is without sufficient knowledge or information to state the goods and services used in connection with this mark by this third party. Defendant will supplement its response

to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Basis of contention that use is being permitted without interference by VPI&SU:

Defendant is not aware of (a) any license or agreement between VPI&SU and this third-party user that permits this third-party user to use this mark, or (b) any attempt by VPI&SU to prosecute this third-party user for the use of this mark or otherwise to prevent such use by this third-party user. Defendant accordingly presumes (absent any evidence to the contrary) that such use is being permitted without interference by VPI&SU. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Mark: HOKIE HOO

Third Party user of the Mark: Hokie Hoo, LLC
15871 City View Drive, Suite 302
Midlothian, VA 23113

Length of use: Defendant is without sufficient knowledge or information to state the length of use of this mark by this third party. Defendant does however note that this legal entity has used this name, which contains the mark in question, since April 10, 2007. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Goods and services used in connection with mark: Defendant is without sufficient knowledge or information to state the goods and services used in connection with this mark by this third party. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Basis of contention that use is being permitted without interference by VPI&SU:

Defendant is not aware of (a) any license or agreement between VPI&SU and this third-party user that permits this third-party user to use this mark, or (b) any attempt by VPI&SU to prosecute this third-party user for the use of this mark or otherwise to prevent such use by this third-party user. Defendant accordingly presumes (absent any evidence to the contrary) that such use is being permitted without interference by VPI&SU. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Mark: HOKIE HOSPITALITY

Third Party user of the Mark: Hokie Hospitality, LLC
11832 Rock Landing Drive, Suite 201
Newport News, VA 23606

Length of use: Defendant is without sufficient knowledge or information to state the length of use of this mark by this third party. Defendant does however note that this legal entity has used this name, which contains the mark in question, since January 12, 2007. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any

scheduling order entered in this matter.

Goods and services used in connection with mark: Defendant is without sufficient knowledge or information to state the goods and services used in connection with this mark by this third party. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Basis of contention that use is being permitted without interference by VPI&SU: Defendant is not aware of (a) any license or agreement between VPI&SU and this third-party user that permits this third-party user to use this mark, or (b) any attempt by VPI&SU to prosecute this third-party user for the use of this mark or otherwise to prevent such use by this third-party user. Defendant accordingly presumes (absent any evidence to the contrary) that such use is being permitted without interference by VPI&SU. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Mark: HOKIE HOUSE

Third Party user of the Mark: Hokie House, LLC
7403 Seabrook Lane
Springfield, VA 22153

Length of use: Defendant is without sufficient knowledge or information to state the length of use of this mark by this third party. Defendant does however note that this legal entity has used this name, which contains the mark in question, since October 22, 2004. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Goods and services used in connection with mark: Defendant is without sufficient knowledge or information to state the goods and services used in connection with this mark by this third party. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Basis of contention that use is being permitted without interference by VPI&SU: Defendant is not aware of (a) any license or agreement between VPI&SU and this third-party user that permits this third-party user to use this mark, or (b) any attempt by VPI&SU to prosecute this third-party user for the use of this mark or otherwise to prevent such use by this third-party user. Defendant accordingly presumes (absent any evidence to the contrary) that such use is being permitted without interference by VPI&SU. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Mark: HOKIE INVESTMENTS

Third Party user of the Mark: Hokie Investments, LLC
645 E. Brockway Avenue
Morgantown, WV 26505

Length of use: Defendant is without sufficient knowledge or information to state

the length of use of this mark by this third party. Defendant does however note that this legal entity has used this name, which contains the mark in question, since August 18, 2009. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Goods and services used in connection with mark: Investment counseling and financial consulting services

Basis of contention that use is being permitted without interference by VPI&SU:

Defendant is not aware of (a) any license or agreement between VPI&SU and this third-party user that permits this third-party user to use this mark, or (b) any attempt by VPI&SU to prosecute this third-party user for the use of this mark or otherwise to prevent such use by this third-party user. Defendant accordingly presumes (absent any evidence to the contrary) that such use is being permitted without interference by VPI&SU. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Mark: HOKIE LAND HOLDINGS

Third Party user of the Mark: Hokie Land Holdings, LLC
20771 LaPlume Place
Ashburn, VA 20147

Length of use: Defendant is without sufficient knowledge or information to state the length of use of this mark by this third party. Defendant does however note that this legal entity has used this name, which contains the mark in question, since November 4, 2009. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Goods and services used in connection with mark: Defendant is without sufficient knowledge or information to state the goods and services used in connection with this mark by this third party. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Basis of contention that use is being permitted without interference by VPI&SU:

Defendant is not aware of (a) any license or agreement between VPI&SU and this third-party user that permits this third-party user to use this mark, or (b) any attempt by VPI&SU to prosecute this third-party user for the use of this mark or otherwise to prevent such use by this third-party user. Defendant accordingly presumes (absent any evidence to the contrary) that such use is being permitted without interference by VPI&SU. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Mark: HOKIE

Third Party user of the Mark: Hokie LLC
1323 Oregon Crossing
Chesapeake, VA 23322

Length of use: Defendant is without sufficient knowledge or information to state the length of use of this mark by this third party. Defendant does however note that this legal entity has used this name, which contains the mark in question, since January 30, 2008. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Goods and services used in connection with mark: Defendant is without sufficient knowledge or information to state the goods and services used in connection with this mark by this third party. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Basis of contention that use is being permitted without interference by VPI&SU: Defendant is not aware of (a) any license or agreement between VPI&SU and this third-party user that permits this third-party user to use this mark, or (b) any attempt by VPI&SU to prosecute this third-party user for the use of this mark or otherwise to prevent such use by this third-party user. Defendant accordingly presumes (absent any evidence to the contrary) that such use is being permitted without interference by VPI&SU. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Mark: HOKIE MINING COMPANY

Third Party user of the Mark: Hokie Mining Company
10 Sprint Drive
Blountville, TN 37617

Length of use: Defendant is without sufficient knowledge or information to state the length of use of this mark by this third party. Defendant does however note that this legal entity has used this name, which contains the mark in question, since April 19, 1990. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Goods and services used in connection with mark: Coal mining services

Basis of contention that use is being permitted without interference by VPI&SU: Defendant is not aware of (a) any license or agreement between VPI&SU and this third-party user that permits this third-party user to use this mark, or (b) any attempt by VPI&SU to prosecute this third-party user for the use of this mark or otherwise to prevent such use by this third-party user. Defendant accordingly presumes (absent any evidence to the contrary) that such use is being permitted without interference by VPI&SU. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Mark: HOKIE PROPERTIES

Third Party user of the Mark: Hokie Properties, L.L.C.
1128 E. Main Street

Radford, VA 24141

Length of use: Defendant is without sufficient knowledge or information to state the length of use of this mark by this third party. Defendant does however note that this legal entity has used this name, which contains the mark in question, since November 30, 2006. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Goods and services used in connection with mark: Defendant is without sufficient knowledge or information to state the goods and services used in connection with this mark by this third party. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Basis of contention that use is being permitted without interference by VPI&SU: Defendant is not aware of (a) any license or agreement between VPI&SU and this third-party user that permits this third-party user to use this mark, or (b) any attempt by VPI&SU to prosecute this third-party user for the use of this mark or otherwise to prevent such use by this third-party user. Defendant accordingly presumes (absent any evidence to the contrary) that such use is being permitted without interference by VPI&SU. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Mark: HOKIE TOWERS

Third Party user of the Mark: Hokie Towers, LLC
107 Tazewell Avenue
Richlands, VA 24641

Length of use: Defendant is without sufficient knowledge or information to state the length of use of this mark by this third party. Defendant does however note that this legal entity has used this name, which contains the mark in question, since March 28, 2002. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Goods and services used in connection with mark: Defendant is without sufficient knowledge or information to state the goods and services used in connection with this mark by this third party. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Basis of contention that use is being permitted without interference by VPI&SU: Defendant is not aware of (a) any license or agreement between VPI&SU and this third-party user that permits this third-party user to use this mark, or (b) any attempt by VPI&SU to prosecute this third-party user for the use of this mark or otherwise to prevent such use by this third-party user. Defendant accordingly presumes (absent any evidence to the contrary) that such use is being permitted without interference by VPI&SU. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Mark: HOKIE RENTALS

Third Party user of the Mark: Hokie Rentals, LLC
11832 Rock Landing Drive, Suite 201
Newport News, VA 23606

Length of use: Defendant is without sufficient knowledge or information to state the length of use of this mark by this third party. Defendant does however note that this legal entity has used this name, which contains the mark in question, since July 1, 2008. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Goods and services used in connection with mark: Defendant is without sufficient knowledge or information to state the goods and services used in connection with this mark by this third party. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Basis of contention that use is being permitted without interference by VPI&SU: Defendant is not aware of (a) any license or agreement between VPI&SU and this third-party user that permits this third-party user to use this mark, or (b) any attempt by VPI&SU to prosecute this third-party user for the use of this mark or otherwise to prevent such use by this third-party user. Defendant accordingly presumes (absent any evidence to the contrary) that such use is being permitted without interference by VPI&SU. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Mark: HOKIE RENTALS

Third Party user of the Mark: Hokie Rentals LLC
5520 Holman Drive
Glen Allen, VA 23059

Length of use: Defendant is without sufficient knowledge or information to state the length of use of this mark by this third party. Defendant does however note that this legal entity has used this name, which contains the mark in question, since July 27, 2010. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Goods and services used in connection with mark: Defendant is without sufficient knowledge or information to state the goods and services used in connection with this mark by this third party. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Basis of contention that use is being permitted without interference by VPI&SU: Defendant is not aware of (a) any license or agreement between VPI&SU and this third-party user that permits this third-party user to use this mark, or (b) any attempt by VPI&SU to prosecute this third-party user for the use of this mark or otherwise to prevent such use by this third-party user. Defendant accordingly presumes (absent

any evidence to the contrary) that such use is being permitted without interference by VPI&SU. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Mark: HWH HOKIES

Third Party user of the Mark: HWH Hokies, L.L.C.
412 Lilac Lane
Glade Spring, VA 24340

Length of use: Defendant is without sufficient knowledge or information to state the length of use of this mark by this third party. Defendant does however note that this legal entity has used this name, which contains the mark in question, since November 14, 2006. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Goods and services used in connection with mark: Defendant is without sufficient knowledge or information to state the goods and services used in connection with this mark by this third party. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Basis of contention that use is being permitted without interference by VPI&SU: Defendant is not aware of (a) any license or agreement between VPI&SU and this third-party user that permits this third-party user to use this mark, or (b) any attempt by VPI&SU to prosecute this third-party user for the use of this mark or otherwise to prevent such use by this third-party user. Defendant accordingly presumes (absent any evidence to the contrary) that such use is being permitted without interference by VPI&SU. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Mark: IGUANA HOKIE

Third Party user of the Mark: Iguana Hokie, LLC
105 Dogwood Lane
Radford, VA 24141

Length of use: Defendant is without sufficient knowledge or information to state the length of use of this mark by this third party. Defendant does however note that this legal entity has used this name, which contains the mark in question, since June 26, 2009. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Goods and services used in connection with mark: Defendant is without sufficient knowledge or information to state the goods and services used in connection with this mark by this third party. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Basis of contention that use is being permitted without interference by VPI&SU:

Defendant is not aware of (a) any license or agreement between VPI&SU and this third-party user that permits this third-party user to use this mark, or (b) any attempt by VPI&SU to prosecute this third-party user for the use of this mark or otherwise to prevent such use by this third-party user. Defendant accordingly presumes (absent any evidence to the contrary) that such use is being permitted without interference by VPI&SU. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Mark: HOKIETUDE

Third Party user of the Mark: Know Play Apparel, Inc.
219 Jethro Lane
Yorktown, VA 23692

Length of use: Defendant is without sufficient knowledge or information to state the length of use of this mark by this third party.

Goods and services used in connection with mark: clothing

Basis of contention that use is being permitted without interference by VPI&SU:

This third-party user has filed an intent-to-use application for registration of this mark with the U.S. Patent and Trademark Office. Defendant is not aware of (a) any license or agreement between VPI&SU and this third-party user that permits this third-party user to use this mark, or (b) any attempt by VPI&SU to prosecute this third-party user for the use of this mark or otherwise to prevent such use by this third-party user. Defendant accordingly presumes (absent any evidence to the contrary) that any such use is being permitted without interference by VPI&SU. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Mark: LYNCHBURG HOKIE CLUB

Third Party user of the Mark: Lynchburg Hokie Club, Inc.
1127 Callaway Springs Drive
Forest, VA 24551

Length of use: Defendant is without sufficient knowledge or information to state the length of use of this mark by this third party. Defendant does however note that this legal entity has used this name, which contains the mark in question, since April 29, 2010. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Goods and services used in connection with mark: Membership services, namely, a club to support Virginia Tech athletics.

Basis of contention that use is being permitted without interference by VPI&SU:

Defendant is not aware of (a) any license or agreement between VPI&SU and this third-party user that permits this third-party user to use this mark, or (b) any attempt by VPI&SU to prosecute this third-party user for the use of this mark or otherwise to prevent such use by this third-party user. Defendant accordingly presumes (absent any evidence to the contrary) that such use is being permitted without interference by

VPI&SU. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Mark: HOKIE SPECIAL

Third Party user of the Mark: Main Auto Spa
1401 N. Main Street
Blacksburg, VA 24060

Length of use: Defendant is without sufficient knowledge or information to state the length of use of this mark by this third party.

Goods and services used in connection with mark: Car wash services

Basis of contention that use is being permitted without interference by VPI&SU:

Defendant is not aware of (a) any license or agreement between VPI&SU and this third-party user that permits this third-party user to use this mark, or (b) any attempt by VPI&SU to prosecute this third-party user for the use of this mark or otherwise to prevent such use by this third-party user. Defendant accordingly presumes (absent any evidence to the contrary) that such use is being permitted without interference by VPI&SU. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Mark: HOKIE

Third Party user of the Mark: Our Daily Bread Bakery
1329 South Main Street
Blacksburg, VA 24060

Length of use: Defendant is without sufficient knowledge or information to state the length of use of this mark by this third party.

Goods and services used in connection with mark: turkey flat bread wrap

Basis of contention that use is being permitted without interference by VPI&SU:

Defendant is not aware of (a) any license or agreement between VPI&SU and this third-party user that permits this third-party user to use this mark, or (b) any attempt by VPI&SU to prosecute this third-party user for the use of this mark or otherwise to prevent such use by this third-party user. Defendant accordingly presumes (absent any evidence to the contrary) that such use is being permitted without interference by VPI&SU. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Mark: RICHMOND HOKIE CLUB

Third Party user of the Mark: Richmond Hokie Club, Inc.
1930 Huguenot Road
Richmond, VA 23235

Length of use: Defendant is without sufficient knowledge or information to state the length of use of this mark by this third party. Defendant does however note that this legal entity has used this name, which contains the mark in question, since April

25, 2008. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Goods and services used in connection with mark: Membership services, namely, a club to support Virginia Tech athletics.

Basis of contention that use is being permitted without interference by VPI&SU: Defendant is not aware of (a) any license or agreement between VPI&SU and this third-party user that permits this third-party user to use this mark, or (b) any attempt by VPI&SU to prosecute this third-party user for the use of this mark or otherwise to prevent such use by this third-party user. Defendant accordingly presumes (absent any evidence to the contrary) that such use is being permitted without interference by VPI&SU. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Mark: ROANOKE VALLEY HOKIE CLUB

Third Party user of the Mark: Roanoke Valley Hokie Club, Inc.
f/k/a Roanoke Hokie Foundation, Inc.
4921 Hunting Hills Court
Roanoke, VA 24014

Length of use: Defendant is without sufficient knowledge or information to state the length of use of this mark by this third party. Defendant does however note that this legal entity has used this name, which contains the mark in question, since June 27, 1997. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Goods and services used in connection with mark: Membership services, namely, a club to support Virginia Tech athletics.

Basis of contention that use is being permitted without interference by VPI&SU: Defendant is not aware of (a) any license or agreement between VPI&SU and this third-party user that permits this third-party user to use this mark, or (b) any attempt by VPI&SU to prosecute this third-party user for the use of this mark or otherwise to prevent such use by this third-party user. Defendant accordingly presumes (absent any evidence to the contrary) that such use is being permitted without interference by VPI&SU. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Mark: HOKIES FOR HOOTERS

Third Party user of the Mark: Susan G. Komen Breast Cancer Foundation, Inc.
5005 LBJ Freeway
Dallas, TX 75244

Length of use: Since 2009

Goods and services used in connection with mark: Seeking charitable donations

Basis of contention that use is being permitted without interference by VPI&SU: Documents provided by Plaintiff in discovery indicate that in July 2010 Plaintiff

rejected a request for permission to use this mark. Defendant is not aware of (a) any license or agreement between VPI&SU and this third-party user that permits this third-party user to use this mark, or (b) any attempt by VPI&SU to prosecute this third-party user for the use of this mark or otherwise to prevent such use by this third-party user. Defendant accordingly presumes (absent any evidence to the contrary) that such use is being permitted without interference by VPI&SU. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Mark: TIDEWATER HOKIE CLUB

Third Party user of the Mark: Tidewater Hokie Club, Inc.
104 Stadium Drive
Chesapeake, VA 23322

Length of use: Defendant is without sufficient knowledge or information to state the length of use of this mark by this third party. Defendant does however note that this legal entity has used this name, which contains the mark in question, since July 24, 2008. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Goods and services used in connection with mark: Membership services, namely, a club to support Virginia Tech athletics.

Basis of contention that use is being permitted without interference by VPI&SU: Defendant is not aware of (a) any license or agreement between VPI&SU and this third-party user that permits this third-party user to use this mark, or (b) any attempt by VPI&SU to prosecute this third-party user for the use of this mark or otherwise to prevent such use by this third-party user. Defendant accordingly presumes (absent any evidence to the contrary) that such use is being permitted without interference by VPI&SU. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Mark: HOKIE UPDATE

Third Party user of the Mark: TF Ventures, LLC
f/k/a Tailgate Fever, LLC
2018 N. Monroe St.
Arlington, VA 22207

Length of use: Defendant is without sufficient knowledge or information to state the length of use of this mark by this third party. Defendant does however note that according to documents produced by Plaintiff in discovery, it appears that Plaintiff has been aware of use of this mark by this entity (or persons related to this entity) since at least May 2001. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Goods and services used in connection with mark: Sports information services

Basis of contention that use is being permitted without interference by VPI&SU:

According to documents produced by Plaintiff in discovery, it appears that Plaintiff has been aware of use of this mark by this entity (or persons related to this entity) since at least May 2001. Defendant is not aware of (a) any license or agreement between VPI&SU and this third-party user that permits this third-party user to use this mark, or (b) any attempt by VPI&SU to prosecute this third-party user for the use of this mark or otherwise to prevent such use by this third-party user. Defendant accordingly presumes (absent any evidence to the contrary) that such use is being permitted without interference by VPI&SU. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Mark: HOKIE COLORED DAYLILY

Third Party user of the Mark: Virginia Nurserymen's Association Horticulture
Research Foundation
383 Coal Hollow Road
Christiansburg, VA 24073

Length of use: Defendant is without sufficient knowledge or information to state the length of use of this mark by this third party.

Goods and services used in connection with mark: Flowers

Basis of contention that use is being permitted without interference by VPI&SU:

Defendant is not aware of (a) any license or agreement between VPI&SU and this third-party user that permits this third-party user to use this mark, or (b) any attempt by VPI&SU to prosecute this third-party user for the use of this mark or otherwise to prevent such use by this third-party user. Furthermore, documents produced by Plaintiff in discovery indicate that in the Summer of 2010 Plaintiff refused this third-party user's request to use the HOKIE mark in connection with flowers. Defendant accordingly presumes (absent any evidence to the contrary) that such use is being permitted without interference by VPI&SU. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Mark: HOKIEHAVEN

Third Party user of the Mark: Yahoo, Inc.
701 First Avenue
Sunnyvale, CA 94089

Length of use: Defendant is without sufficient knowledge or information to state the length of use of this mark by this third party. However, Defendant does note that according to domain registrar records, this domain name appears to have been created on December 22, 2001.

Goods and services used in connection with mark: Sports information services

Basis of contention that use is being permitted without interference by VPI&SU:

Defendant is not aware of (a) any license or agreement between VPI&SU and this third-party user that permits this third-party user to use this mark, or (b) any attempt by VPI&SU to prosecute this third-party user for the use of this mark or otherwise to prevent such use by this third-party user. Furthermore, documents produced by

Plaintiff in discovery indicate that Plaintiff was aware of this use by this third-party in 2003. Defendant accordingly presumes (absent any evidence to the contrary) that such use is being permitted without interference by VPI&SU. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

Mark: THERE IS A HOKIE HEAVEN

Third Party user of the Mark: Unknown

Location is between First Piedmont Waste Removal and Disposal and United Rentals at 1202 to 1238 Orange Avenue NE
Roanoke, VA 24012

Length of use: Defendant is without sufficient knowledge or information to state the length of use of this mark by this third party.

Goods and services used in connection with mark: Billboard

Basis of contention that use is being permitted without interference by VPI&SU:

Defendant is not aware of (a) any license or agreement between VPI&SU and this third-party user that permits this third-party user to use this mark, or (b) any attempt by VPI&SU to prosecute this third-party user for the use of this mark or otherwise to prevent such use by this third-party user. Defendant accordingly presumes (absent any evidence to the contrary) that such use is being permitted without interference by VPI&SU. Defendant will supplement its response to this interrogatory as required by Federal Rule of Civil Procedure 26(e) and in compliance with any scheduling order entered in this matter.

16. *Identify all persons not already identified by Defendant's answers to the foregoing interrogatories having knowledge or information relative to the allegations, facts, legal theories, and contentions of Defendant with respect to the issues set forth in the Complaint of Virginia Tech.*

SUPPLEMENTAL ANSWER:

In addition to the persons previously identified, Defendant supplements this interrogatory with additional persons as follows:

Dr. Wayne Massey, Professor
Bluefield College
3000 College Drive
Bluefield, VA 24605
wmassey@bluefield.edu

(From Exhibit B-2 to
Opposer's Third Set of Discovery Requests)

**BLACKSBURG EYE**
ASSOCIATESJohn M. Dovie, O.D., F.A.A.O.
1344 South Main Street, Suite 2
Blacksburg, VA 24060
(540) 953 - 2020[Home](#) [News](#) [About Us](#) [Services](#) [Hours & Directions](#) [Forms](#) [Contact Us](#) [Resources](#) **[Hokies](#)** [Insurance](#) [Survey](#)

Blacksburg Eye Associates was founded by and is 100% owned by a fellow Hokie, Dr. John M. Dovie (1999, Biology). Blacksburg Eye Associates has positioned itself to be convenient for you, your family and friends for all of your eye care and eye wear needs, providing full-scope optometric care. We are available in the evenings and even on the weekends for any eye care related concerns--be it 'routine' eye care for glasses and contact lenses, or emergency/urgent care visits regarding lost contacts, broken glasses, contact-lens over wear, corneal ulcers, trauma, or 'pink eye.' We've also made it easy to get copies of any your records by providing a toll-free number for our fax line. Click [here](#) for our hours.

Location, location, location...

We are located less than a mile away from campus on South Main Street in the Gables Shopping Center (anchored by Kroger), adjacent to the new First and Main Complex. The Gables Shopping Center houses many great attractions, so make it a trip. On your trip to Blacksburg Eye Associates you can also hit Kroger for your groceries, or get a smoothie, get your hair cut/styled, hit The Vintage Cellar or the ABC.

Ok, how am I supposed to get there?

Walk, bike, drive, or BT! We are easily accessible from the Virginia Tech campus (and all of Blacksburg) via the BT, or Blacksburg Transit, Bus System. Click [here](#) for more information on directions.

Name, rank and serial number.

Students and dependents, there are a few things you will need to do prior to your appointment to make sure you are seen on time and that we can fully use your benefits. Feel free to [call](#) with any questions.

1. Find out if you have routine vision coverage and find out who it is through. You can call the toll-free number on the back of your insurance card and ask. For example, many (but not all) Anthem BCBS have EyeMed for their vision coverage, some may have VSP or Davis Vision.
2. If your insurance is through your parents/guardians there are a few important pieces of information we will need for you to use your benefits. Even if we have a copy of the card we will likely need their date of birth, home address, home phone and SSN. Payment (including insurance information) is required at the time of service and if you do not have this information readily available we can take payment and give you an insurance receipt that you may submit to the insurance company for reimbursement.
3. Come in the office early so we can finish any paperwork and address any concerns before your scheduled exam time. Don't forget to bring your card(s) with you.

I have to pay for my contact lenses...how?

Blacksburg Eye Associates accepts many forms of payment, including cash, check, debit card, credit card, and, YES, we even accept the [Hokie Passport!](#)





OAKLEY
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Team SunWear

Blacksburg Eye Associates is the only Blacksburg Oakley dealer providing prescription sun wear in your favorite orange and maroon colors.



Hokie Passport
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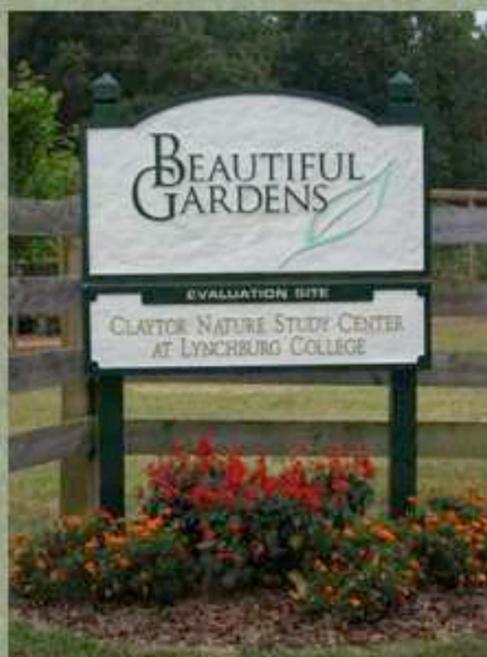
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Beautiful Gardens Plant Introduction Program

Who we are: Beautiful Gardens Grow with Confidence[®] is a broad consortium of Virginia based public and not-for profit private entities.

What we do: Beautiful Gardens tests, and promotes new and underutilized plants with stable performance in USDA hardiness/AHS heat zones 6a/2 to 8a/7, and with excellent ornamental display

Disclaimer: The promotion is not guaranteed - it depends on the overall performance and plant appeal etc. BG does not grow the plants, it does the research, plant evaluation and marketing needed to get the best plants to the market.



Rare azaleas and a Hokie colored Daylily

are in the works for upcoming promotions through the Beautiful Gardens' program.



Growers Needed for Beautiful Gardens Tissue

Cultured Plants

Do you have a unique plant that you'd like to have evaluated?

Contact Lisa Lipsey, llipsey@vt.edu

Recent News Articles on Beautiful Gardens

"Hokie daylily a winner" - in the *Virginia Tech Research* magazine Summer 2009

"Researchers at the Institute for Sustainable and Renewable Resources (ISRR), located at the Institute for Advanced Learning and Research (IALR) in Danville, have developed a triploid daylily that took a blue ribbon at the Richmond Daylily Show and a yellow ribbon at the Tidewater Daylily Show in its first two showings last summer (2008). The winning daylily, known simply as #33....." For complete article, go to:

<http://www.research.vt.edu/resmaq/2009summer/daylily.html>

"Master Plants" in *Virginia Living* magazine

"The Beautiful Gardens program is designed to spur economic growth in southern Virginia through the discovery and promotion of new plant varieties. The first offspring—nine well-tested hybrids—are now hitting the market." By Ann Wright - For complete article, go to:

<http://www.virginaliving.com/articles/master-plants/photos.html>



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Hokies fall short at Boston College



by Hokiehaven.com Staff
 It was a rather dismal shooting performance for both teams and one that saw the Hokies lead just once the entire game. Despite an opportunity to win the game with a three at the end in the final seconds, the shot missed and Boston College beat Virginia Tech 58-56 in Chestnut Hill. [\[details\]](#)

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Manning goes in-depth on decision for Hokies
 The Hokies got a humongous start to the 2012 recruiting class with the addition of two corners, the ... [GO](#)

Basketball Preview: Boston College
 It really is a shame. One of the league's better, and more important, matchups this weekend is not ... [GO](#)

Hokies strike big with No. 2 pledge
 It's an amazing start to the 2012 recruiting class for Virginia Tech. In less than 24 hours after ... [GO](#)

2011 Position Needs: Grades
 National Signing Day closed out the 2011 recruiting class for the Hokies on Wednesday with 19 ... [GO](#)

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- [Video: 2012 DT Sheldon Day Junior Highlights](#)
- [Hokies continue to watch McDonald](#)
- [Coach goes in-depth on Hokies first commit](#)
- [Hokies land first 2012 commit](#)
- [Hite takes official to VT](#)

VIRGINIA TECH VIDEOS

[Play Video](#) Video: 2012 DT Sheldon Day Junior Highlights
 2/4/2011 Views: 12

Video: 2011 LB Griffin Hite Senior Highlights 1/31/2011

Daniel Dingle In Action 2/5/2011

AMP: Final top ten teams 2/4/2011

Corey Smith highlights 4 2/3/2011

[More Virginia Tech Videos](#)

Virginia Tech Football Recruiting

Highest Rated Commitments/Signees

Name	Pos	Ht/Wt	Stars	RR
Kris Harley	DT	6-2/265	★★★★★	5.8
Kyshoen Jarrett	DB	6-1/182	★★★★★	5.8
Corey Marshall	DE	6-2/239	★★★★★	5.8
Ronny Vandyke	DB	6-3/200	★★★★★	5.8
Adeboye Aromire	DB	6-0/192	★★★★	5.7
James Farrow	ATH	6-0/178	★★★★	5.7
Matt Roth	DE	6-4/225	★★★★	5.7
Justin Taylor	DE	6-3/225	★★★★	5.7
Jake Goins	OL	6-5/288	★★★★	5.6
Robert Lockhart	WR	6-1/180	★★★★	5.6

[\[Complete 2011 Commitment List\]](#)

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- [Look Ahead: Class of 2012](#)
- [Position recruiting breakdown: Defense](#)
- [Dingle shapes up to be prized catch](#)

Recruit Search

FOOTBALL | BASKETBALL | BASEBALL

2011 | | |

Quick Search: [QB](#) | [RB](#) | [WR](#) | [TE](#) | [OL](#) | [DL](#) | [LB](#) | [DB](#) | [ATH](#) | [K](#)

Rivals.com 2011 Team Recruiting Rankings | All Teams

School	Total	★★★★★ Commits	★★★★ Commits	Avg.	Total
1 Alabama	21	2	14	3.86	2448
2 Florida State	29	2	13	3.55	2365
3 Texas	22	1	15	3.77	2322
4 USC	29	1	14	3.48	2316
5 Georgia	25	2	11	3.56	2243
6 LSU	22	3	9	3.64	2224
7 Auburn	24	1	13	3.62	2194
8 Clemson	29	4	6	3.34	2173
9 Oregon	23	2	9	3.57	2048
10 Notre Dame	23	2	8	3.48	1976

Last Updated: Thursday, Feb. 3, 2011 | [Complete Team Rankings](#)

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Schedule and Results

VIRGINIA TECH BASKETBALL | Record: 15-7 (5-4)

2010 SCHEDULE | [More Schedules](#) | [TV Times](#)

NOV	DEC	JAN	FEB	MAR/APR
Date	Opponent	Result		
Feb. 2	at NC State	W 77-69		
Feb. 5	at Boston College	L 56-58		
Feb. 13	Georgia Tech	1:00pm		
Feb. 15	Maryland	8:00pm		
Feb. 19	at Virginia	1:00pm		
Feb. 22	at Wake Forest	7:00pm		
Feb. 26	Duke	9:00pm		

the rivals 100
 football rankings

2011 | [\[Full list\]](#)

Jadeveon Clowney
 Defensive end
 6-6/247
 Rock Hill (SC)
 South Pointe

2. Curtis Grant	6-3/222	LB
3. G. Farmer	6-2/192	WR
4. C. Kouandjio	6-6/322	OL
5. D. Thomas	5-9/160	ATH
6. L. Collins	6-5/285	OL
7. H. Clinton-Dix	6-2/190	DB
8. K. Williams	6-2/210	DB
9. Ray Drew	6-5/243	DE
10. M. Brown	6-0/220	RB

COMMITMENTS | [\[More\]](#) | 2011

Signed Letter of Intent

Name	Pos	Ht/Wt	Stars	Rank
C.J. Barksdale	PF	6-7/190	★★★★★	17
Robert Brown	SG	6-4/175	★★★★★	28
Dorian Finney-Smith	SF	6-7/185	★★★★★	11

MyFanPage

Virginia Tech FanPages: 1,392
 Total FanPages: 524,609

[Hokie Ranger](#) Upd:2/4 | [obxhokie](#) Upd:2/3 | [WalkedOn...](#) Upd:2/1

[MyFanPage](#) | [Search Fan Pages](#)

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- Fragrance

Hokie Special for \$19

- Full Service Wash
- Under Body Rust Inhibitor
- Armor All® Triple Foam Polish
- Armor All® Clear Coat Protectant
- Armor All® on Tires
- Fragrance

Main Street Special for \$14

- Full Service Wash
- Armor All® Single Foam Polish
- Fragrance

Full Service Wash for \$11

- Exterior Wash and Towel Dry
- Interior Vacuum and Wipe Down
- Windows and Door Jams Cleaned
- Underbody Flush

Superior Exterior Wash for \$11

- Exterior Wash and Towel Dry
- Under Body Rust Inhibitor
- Armor All® Triple Foam Polish
- Armor All® Clear Coat Protectant

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HOKIE-2011-02-14-000006

"HOKIE"

Flat Bread Wrap

(turkey, provolone
cheese, spring mix,
black beans, roasted
corn and red pepper,
hummus and
pesto/mayo

\$5.25

New!

All Natural Ham,
Swiss Cheese, lettuce,
Mayo + Mustard on
Plain Croissant \$5.25



Archive

Articles in 'Hokie Update'

Hokies vs. Some People From Michigan

October 8th, 2010 The Author 19 comments

There is nothing like a come from behind win to get you excited. That game was fun. Really fun. Suddenly and unexpectedly, we are fired up about football again. A big thank you to the college football god who created the second half. The bad news is we are a terrible first half team. We've[...] Continued Here >>

Hokie Update

Bud Foster: Genius; Hero

October 1st, 2010 The Author 13 comments

Friends, Hokies, Countrymen – we have heard your cries and curses. Where's my Hokie Update? Where is the vitriol? The indignation? Where is the massive irrelevancy? We understand your concern and are grateful for those of you who feared we were either no longer alive or institutionalized pursuant to court order. The answer, of course,[...] Continued Here >>

Hokie Update

Must. Destroy. Pirate.

September 17th, 2010 The Author 28 comments

The college football gods are cruel. It is a game of ups and downs, and that emotional roller coaster (along with tailgates and this girl) are why we care. Heartbreaking losses are just part of the deal. You signed up for this....if you can't take it, go to UVA where losing is a way off[...] Continued Here >>

Hokie Update

We Don't Want To Talk About It Either

September 10th, 2010 The Author 15 comments

If you want someone to blame, blame Jim Weaver. The Boise State game wasn't lost in the fourth quarter. It wasn't even lost in the first quarter. It was lost six months ago when we moved this game from week four to week one because ESPN said so. Weaver says we need to be a[...] Continued Here >>

Hokie Update

Black Is The New Black

September 3rd, 2010 The Author 24 comments

Black seems to be all anyone wants to talk about this week. Which is fine with us, because it is time to beat the Boise State Broncos black and blue. Sure, there will be lots of Lou Holtz-esque double speak about watching out for Boise State later in this column. They are the #5 team[...] Continued Here >>

Hokie Update

The Battle of Burnt Orange

December 30th, 2009 The Author 1 comment

The lull between the end of the regular season and the bowl game is tough and the never ending creation of crappy bowls hasn't helped. So, between suffering through the Marshall vs. Ohio game and not having Al Groh to kick around, this isn't exactly the most wonderful time of the year anymore. On the bowl issue,[...] Continued Here >>

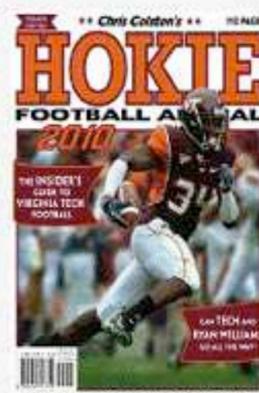
Hokie Update

Al Groh, Please Don't Go

November 27th, 2009 The Author No comments

As we awoke from our tryptophan-induced slumber and rubbed the sleep from our eyes, it dawned on us that this season's Virginia game is a little more fun-natured than usual. In years past, with so much on the line, this game was very serious. Now, it is just an opportunity to drop a good old[...] Continued Here >>

Hokie Update, Uncategorized



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Countdowns

No dates present

Latest Polls

Why does Jim Weaver insist on noon kickoffs?

- He hates you. (56%, 260 Votes)
- He is a robot under the control and influence of ESPN executives. (32%, 151 Votes)
- He covets the prime time European audience. (7%, 32 Votes)
- It secures valuable Saturday morning cartoons lead in. (5%, 24 Votes)

Total Voters: 467

Columns

- Hokie Update
- The OC
- The Guru
- Notorious T.R.E.
- ChrisColston

Features

- Tailgate Fever?
- What is a Hokie?
- Cheering Guide
- No Mere Mortal

Other Information

- About Us
- Bios
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HOKIE-2011-02-14-000008

New Hotel in the

VT INN

ROOM RATES AND CANCELLATION POLICY

Whole House Rates:

Monday - Thursday \$400.00 per night

Friday - Sunday \$650.00 per night

Football Games and Graduation \$900.00 per night

Plus applicable taxes

Nightly Room Rates:

First Floor Room- \$150.00

Maroon Effect Room- \$125.00

Orange Effect Room- \$125.00

White Out Room- \$100.00

Hokie Nest (LOFT) \$200.00

Plus applicable taxes

Game weekend Nightly Room Rates:

First Floor Room- \$200.00

Maroon Effect Room- \$175.00

Orange Effect Room- \$175.00

White Out Room- \$150.00

Hokie Nest (LOFT) \$250.00

Plus applicable taxes

Cancellation Policy:

(Peak reservations include: RU and VT Graduation, Parents Weekend, Football Games and Holidays)

*50% Deposit required for Football game weekends, parents weekend, and RU and VT graduation.

*All peak reservations must be canceled one month (30 days) in advance.

*All other reservation cancellations must be made 7 days in advance for a full refund and 24 hours in advance for 50% refund of your deposit.

*If a reservation is not canceled within the cancellation period the deposit is non-refundable.

2010 Susan G. Komen Washington, DC 3-Day for the Cure

Hokies for Hooters

We're back to do it again in 2010!

In 2009, seven members of the Hokies for Hooters team took on DC, and had such an amazing time, we're already planning for 2010.

Please consider helping one of our teammates reach their minimum fundraising goal of \$2300, but donating to one of the team members below. The amount each person has raised is listed next to their name.

Join us on an amazing journey in the fight to end breast cancer! The Susan G. Komen 3-Day for the Cure is a 60-mile walk over the course of three days. Net proceeds from the Susan G. Komen 3-Day for the Cure™ are invested in breast cancer research and community programs

Hokies for Hooters - Register to join team	Raised
★ Kathleen Werner	\$2,402.00
Hannah Angel	\$2,300.00
Janet Frantz	\$5,405.00
Martha Glass	\$2,665.00
Lynn Hall	\$2,350.00
Ashley Raines	\$3,080.00
Angela Simmons	\$2,438.00

★ Denotes a Team Captain



Seven teams members in 2009

Hokies for Hooters



Goal: \$20,000.00
Achieved: \$20,640.00



Register ▶

Request Info ▶

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Appetizers

Hokie® Cheese Sticks \$4.80

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Hokie® Planks \$5.40

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add Chili \$0.40 add Cheese \$0.35 add Bacon \$0.45

Beverages

Fountain \$1.10 Water \$0.10

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California Burger

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comes on a kaiser roll with onion rings, cheddar and mayo. add pickles.

grilled hamburger with slices of Provolone, Cheddar, Swiss, or American cheese.

topped with melted Swiss, Swiss American cheese, and BBQ sauce.

topped with melted mozzarella and served with guacamole and sour cream.

with bacon and slices of Provolone, Cheddar, Swiss, American, or low cheese.

with southwest sauce and lime juice, grilled to perfection and served on a whole wheat bun.

Portabells

Quesadilla

Chicken or Steak Quesadilla

Vegetable Quesadilla

Nacho Grande

with melted cheese and tomatoes.

slice of flour tortilla filled with melted cheese, chicken or steak, and topped with salsa.

slice of flour tortilla filled with melted cheese, chicken or steak, and topped with salsa.

slice of flour tortilla filled with melted cheese, chicken or steak, and topped with salsa.

three tortilla chips topped with chili, cheese, sauce, and topped with guacamole.

HOKIE-2011-02-14-000011

Appetizers

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Gobbler[®] Fries

1/2 Basket

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Whole Basket

\$3.30

Cheese Fries

\$2.85

\$5.20

HOKIE-2011-02-14-000012

(From Exhibit C to
Opposer's Third Set of Discovery Requests)



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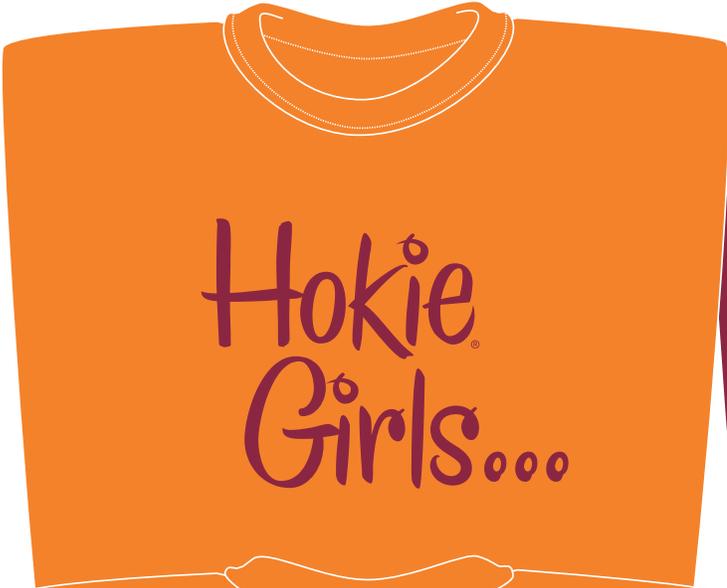


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GARMENT COLOR		Oxford	
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LADIES	*		



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