

BULKY DOCUMENT

(FILED ON PAPER – ENTIRE DOCUMENT EXCEEDS 100 PAGES)

Proceeding No.	91207895
----------------	----------

Filing Date	06/09/2016
-------------	------------

Part	1	of	1
------	---	----	---

91207895

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

-----X	:
HOKIE OBJECTIVE ONOMASTICS	:
SOCIETY LLC,	:
	:
Opposer,	:
	:
v.	:
	:
VIRGINIA POLYTECHNIC INSTITUTE	:
AND STATE UNIVERSITY,	:
	:
Applicant.	:
-----X	:

**TRIAL DEPOSITION TESTIMONY TRANSCRIPT AND EXHIBITS
OF LAWRENCE G. HINCKER FOR APPLICANT VIRGINIA
POLYTECHNIC INSTITUTE AND STATE UNIVERSITY**

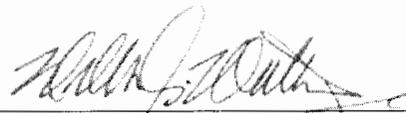

06-09-2016

U.S. Patent & TMO/TM Mail Rcpt Dt. #11

CERTIFICATE OF SERVICE

I hereby certify that a true and complete copy of the following TRIAL DEPOSITION TESTIMONY TRANSCRIPT AND EXHIBITS OF LAWRENCE G. HINCKER FOR APPLICANT VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY was served by first class mail on this 9th day of June, 2016, to Opposer's correspondent of record as follows:

Keith Finch, Esq.
The Creekmore Law Firm PC
318 North Main Street
Blacksburg, VA 24060



WILLIAM S. WALKER, JR.

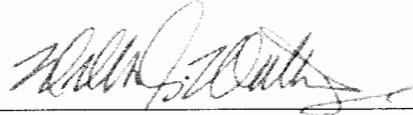
CERTIFICATE OF MAILING UNDER 37 CFR 1.8

I hereby certify that on June 9, 2016 the following document listed below:

TRIAL DEPOSITION TESTIMONY TRANSCRIPT
AND EXHIBITS OF LAWRENCE G. HINCKER FOR
APPLICANT VIRGINIA POLYTECHNIC
INSTITUTE AND STATE UNIVERSITY

is being deposited with the United States Postal Service as Express Mail for overnight delivery
with sufficient postage as Express Mail in an envelope addressed to:

Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451



WILLIAM S. WALKER, JR.

22673

 **Lawrence G. Hincker 05-12-2016_f**
 **06/09/16 02:38 PM**

XEROX

Hokie Objective Onomastics Society LLC v. Virginia Polytechnic Institute, et al.
Lawrence G. Hincker on 05/12/2016

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

3

4

5 HOKIE OBJECTIVE ONOMASTICS :
6 SOCIETY LLC, :
7 Opposer, :
8 v. : Opposition No.
9 VIRGINIA POLYTECHNIC : 91207895
10 INSTITUTE AND STATE :
UNIVERSITY, : Serial No.
11 Applicant. : 85/531,923

12

13

14

15 DEPOSITION OF: LAWRENCE G. HINCKER

16

17

18 DATE: May 12, 2016 (Thursday)

19 TIME: 9:00 a.m.

20 LOCATION: Virginia Tech Electric Service
601 Energy Drive
21 Blacksburg, Virginia 24061

22 REPORTER: Katherine P. Ford, RPR
Registered Professional Reporter #19867

23

24

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

2

3 FOR THE OPPOSER:

4

KEITH FINCH, ESQ.
JAMES R. CREEKMORE, ESQ.
THE CREEKMORE LAW FIRM
318 N. Main Street
Blacksburg, Virginia 24060
(540) 443-9350
Keith@creekmorelaw.com

8

9

10

11 FOR THE APPLICANT:

12

13 ROBERT S. WEISBEIN, ESQ.
FOLEY & LARDNER LLP
14 90 Park Avenue
New York, New York 10016-1314
15 (212) 338-3528
(212) 687-2329
16 Rweisbein@foley.com

17

18

19

20 Also Present: Stephen Capaldo

21

22

23

24

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

I N D E X

WITNESS:	DIRECT	CROSS	REDIRECT	RECROSS
Lawrence Hincker	4	15	--	--

E X H I B I T S

EXHIBIT NO.		PAGE
FOR THE APPLICANT:		
Exhibit 1	Notice of Deposition.....	5
Exhibit 2	Letter 3-30-10to Capaldo.....	9
Exhibit 3	USPTO 2,351,364 Hokies.....	13
FOR THE OPPOSER:		
Exhibit A	Declaration of Hincker.....	16
Exhibit B	About Va. Tech webpage.....	20
Exhibit C	What is a Hokie webpage.....	21
Exhibit D	What is a Hokie webpage.....	22

1 P R O C E E D I N G S

2 Whereupon,

3 LAWRENCE G. HINCKER

4 After having first been duly sworn or affirmed to
5 testify to the truth, the whole truth, and nothing
6 but the truth, was examined and testified under oath
7 as follows:

8 DIRECT EXAMINATION

9 BY MR. WEISBEIN:

10 Q. Good morning, Mr. Hincker. How are you
11 today?

12 A. Fine.

13 Q. Good. So we are going to be asking you
14 some questions today in support of the Applicant's
15 defense of the opposition. You understand that.
16 Correct?

17 A. Yes, I do.

18 Q. I would like to mark as Applicant's
19 Exhibit 1 the notice of taking testimony deposition.

20 (Applicant's Exhibit 1, Notice, marked
21 for identification.)

22 Q. I would like for you to look at
23 Applicant's Exhibit 1, Mr. Hincker. That's the
24 notice of taking testimony by Virginia Tech in

1 connection with this matter. Have you seen that
2 before?

3 A. Yes.

4 Q. And you understand you are here under
5 oath testifying subject to the penalty of perjury?

6 A. Correct.

7 Q. So Mr. Hincker, could you please state
8 your full name and give your residence address for
9 the record?

10 A. Lawrence G. Hincker. I live at 215
11 Deer Croft Drive in Blacksburg, Virginia.

12 Q. By whom are you employed?

13 A. I'm currently part-time employed. I am
14 retired from Virginia Tech but I work part-time at
15 the University.

16 Q. What do you do for them currently?

17 A. My title is Senior Advisor to Beyond
18 Boundaries, a long-range planning foundation.

19 Q. And when did you retire as a full-time
20 employee of Virginia Tech?

21 A. January 1st of this year.

22 Q. Prior to your retirement, what was your
23 position at Virginia Tech?

24 A. I was Associate Vice President for

1 University Relations.

2 Q. And how long had you held that
3 position?

4 A. I held the position since 1989. I held
5 the title since 1996.

6 Q. And as Associate Vice President for
7 University Relations, what were your
8 responsibilities?

9 A. I was the chief communications officer
10 and as a result, I would be responsible for media
11 relations, institutional communications,
12 publications, video productions, public -- the radio
13 station, the website, WBTF, the public radio
14 station, and then a separate department called
15 Trademark and Licensing.

16 Q. You oversaw the Trademark and Licensing
17 Department. Correct?

18 A. Correct.

19 Q. In 2010 through 2013, who managed the
20 Trademark and Licensing Department?

21 A. The director was Locke White.

22 Q. When did he leave the University,
23 approximately, if you know?

24 A. I don't remember. I want to say 2013,

1 something like that.

2 Q. And did you work closely with Mr. White
3 in connection with trademarks and licensing?

4 A. I did. Periodically he reported to me
5 and periodically he reported to somebody else.

6 Q. And to whom did you report?

7 A. Well, I had three vice presidents I
8 reported to. I was hired by a fellow named Charlie
9 Forbes and then later Charles Steiger and then
10 Elizabeth Flanigan, Betsy Flanigan.

11 Q. Are you familiar with a trademark
12 dispute that arose between the University and a
13 company called Hokie Real Estate?

14 A. I am.

15 Q. And what is your knowledge of that
16 dispute?

17 A. We filed a trademark application for
18 the term Hokie and it was opposed by the firm Hoos.

19 Q. But before the trademark application,
20 are you familiar with the dispute involving Hokie
21 Real Estate?

22 A. Correct, I am.

23 Q. Do you know in what year that dispute
24 began?

1 A. I want to say 2010.

2 Q. Did there come a point in time where
3 the University sent a cease and desist letter to
4 Hokie Real Estate?

5 A. We did.

6 Q. That was sent by the in-house legal
7 department of Virginia Tech, was it not?

8 A. Yes, Steve Capaldo was the author of
9 the letter.

10 Q. Was a response to that letter ever
11 received?

12 A. Yes, from Mr. Finch.

13 Q. I would like to mark as Applicant's
14 Exhibit 2 a letter on the Creekmore Law Firm
15 letterhead dated March 30, 2010 addressed to Steve
16 Capaldo at the University and written by Keith
17 Finch.

18 (Applicant's Exhibit 2, Letter 3/30/10,
19 marked for identification.)

20 Q. Is that the letter that you were
21 referring to that Mr. Finch sent?

22 A. Yes.

23 Q. I ask you to look at the third full
24 paragraph of that letter that starts with the word

1 "furthermore." Do you see that?

2 A. Yes.

3 Q. Could you read that sentence into the
4 record?

5 A. Beginning with?

6 Q. Actually the entire paragraph.

7 A. Okay. "Furthermore, even a preliminary
8 investigation into the University's practice of
9 marking its licensed products reveals a number of
10 University licensed products that improperly use the
11 Federal trademark registration symbol, circle R, in
12 connection with the use of unregistered and
13 unprotectible term 'Hokie.' We have also documented
14 such misuse on the University's own website. These
15 practices, coupled with your attempting to leverage
16 concessions or licenses from the legitimate users of
17 the mark 'Hokie' through false assertion of
18 trademark rights in the term not only is a violation
19 of trademark law, but also is actionable as an
20 unfair trade practice. By this letter we place
21 University on notice of its impermissible marking
22 campaign and demand hereby is made that it correct
23 all such mis-markings immediately."

24 Q. Prior to receiving the March 30, 2010

1 letter, what was the University's policy with
2 respect to using the R in a circle registration
3 symbol in connection with the Hokie trademark?

4 A. Well, we would use it with the word
5 Hokies or Hokie. The word Hokies, the plural, is
6 the version that is registered with the PTO. It was
7 our opinion that there really wasn't any difference
8 between the two, and so it never occurred to us that
9 we shouldn't, as Mr. Finch contends in the letter of
10 March 2013, that it was a violation to apply the
11 circle R to the singular version of the word Hokie.

12 Q. Just to correct the record, the date of
13 the letter is March 30, 2010.

14 A. What did I say?

15 Q. 2013.

16 A. Pardon.

17 Q. After the receipt of the March 30, 2010
18 letter from Mr. Finch, did the University change its
19 policy with respect to the use of the R in a circle
20 registration symbol in connection with the trademark
21 Hokie?

22 A. Yes.

23 Q. And what change did it make?

24 A. We made a series of changes beginning

1 that summer. We -- the first thing we did was work
2 with our licensing agent, LRG, which had an online
3 system called Trademarx, it is one word and it ends
4 with an X, Trademarx, and we instructed LRG to no
5 longer have in that online system Hokie singular
6 with a circle R.

7 We also sent letters that fall -- I
8 believe, again, it's been five years now, a lot of
9 water under the bridge for me -- we sent letters to
10 our licensees instructing them to no longer use it.

11 We changed the policy manual for the
12 department. I think the big thing that we did was
13 to develop a matrix, some might call it a
14 spreadsheet, but basically a matrix showing the
15 various registered marks we had, the various marks
16 that we claim as trademark that weren't registered.
17 We showed those against the classifications so that
18 we would instruct the licensees whether to use
19 circle R or whether to use the designation TM on our
20 mark.

21 Q. Thank you. Did there come a point in
22 time that the University actually commenced a
23 trademark litigation, trademark infringement
24 litigation against Hokie Real Estate?

1 A. Yes, we did. I believe it was the fall
2 of that year that we commenced the litigation to
3 prevent Hokie Real Estate from using the term Hokie
4 in its name.

5 Q. Before you testified that the
6 University had a trademark registration for the mark
7 Hokies, and I would like to mark as exhibit,
8 Applicant's Exhibit 3, a copy of the Certificate of
9 Registration.

10 (Applicant's Exhibit 3, Certificate of
11 Registration, marked for identification.)

12 Q. Can you identify the document that I
13 put before you?

14 A. This is the registration certificate
15 from the U.S. Patent and Trademark Office. The
16 registration number?

17 Q. Yes.

18 A. Okay. The Registration No. 2,351,364,
19 registered on May 23, 2000.

20 Q. Thank you. Was the issue of the
21 purported misuse of the R in a circle symbol in
22 connection with the Hokie trademark an issue that
23 arose in the Hokie Real Estate litigation?

24 A. Yes, yes, it was. It was contended by

1 the counsel for the defendant that Hokie and Hokies
2 were two different marks.

3 Q. And is the issue of the misuse or
4 purported misuse of the R in a circle registration
5 symbol in connection with the Hokie mark an issue in
6 this opposition proceeding?

7 A. It is my understanding that it is also
8 a contention on the part of counsel.

9 Q. Now, you said that, I believe in June
10 of 2010, that the University changed its policy in
11 respect of using the R in a circle registration
12 symbol in connection with the Hokie mark. Correct?

13 A. Let's make sure that we understand the
14 difference between policy and action. We took a
15 series of actions. We had a formal policy. Formal
16 policy was ultimately changed later, but we took
17 action in June to no longer basically connect the
18 implementation in that manner. So yes, we took
19 action in June.

20 Q. To your knowledge, is it the -- does
21 the University to this day still direct its
22 licensees to use the TM symbol with the Hokie
23 trademark as opposed to the R in a circle
24 registration symbol?

1 A. Yes, that is the procedure and the
2 policy by the trademark office, and that's why they
3 have that spreadsheet that whenever a licensee
4 presents a product for approval by the trademark
5 office, the administrators use that spreadsheet to
6 determine whether or not it gets the circle R or TM.

7 MR. WEISBEIN: Thank you. I have no
8 further questions for this witness.

9 MR. FINCH: One moment, please. May we
10 step out for just a minute?

11 MR. WEISBEIN: Sure.

12 MR. FINCH: If we could go off the
13 record.

14 (A recess was taken from 9:16 a.m. to
15 9:20 a.m.)

16 MR. WEISBEIN: I want to move into
17 evidence the exhibits that we marked. I
18 would like to move into evidence Exhibits 1
19 through 3. Are there any objections?

20 MR. FINCH: No objections.

21 (Applicant's Exhibit 1-3 were moved
22 into evidence.)

23 ///

24 ///

1 CROSS EXAMINATION

2 BY MR. FINCH:

3 Q. Mr. Hincker, I would like to provide
4 you with a document that has been marked as
5 Opposer's Exhibit A.

6 (Opposer's Exhibit A, Declaration of
7 Hincker, was marked for identification.)

8 Q. If you could take a look at that and if
9 you could let me know when you're done taking a look
10 at that.

11 A. Okay. So be it.

12 Q. Do you recognize this document?

13 A. I do now, yes.

14 Q. What is the document?

15 A. It's a declaration on my part to amend
16 the University's declaration of first use of the
17 term Hokies.

18 Q. And what was the purpose of that
19 amendment?

20 MR. WEISBEIN: Objection. I am going
21 to object under Federal Rule of Evidence 611
22 that this question is beyond the scope of
23 examination of the direct questions.

24 MR. FINCH: I see. Well, we do have

1 the Certificate of Registration in evidence,
2 so it seems to me that questions relating to
3 the Hokies registration are relevant, but I
4 suppose that's to be decided by the Board.
5 We will go ahead and proceed.

6 MR. WEISBEIN: Then I just note for the
7 record that all questions regarding this
8 topic, there will be a standing objection as
9 beyond the scope of direct.

10 MR. FINCH: All right, sir, that's
11 fine. Of course, this is an amendment to the
12 very same registration you've introduced. I
13 don't believe we have received a copy of that
14 registration. Would it be possible for me to
15 see Exhibit 3, Applicant's Exhibit 3?

16 MR. WEISBEIN: Sure, sorry.

17 MR. FINCH: Thank you very much. This
18 appears to be the amended certificate, then,
19 as it contains the date of first use of 1998
20 in International Class 16. Is that correct?

21 MR. WEISBEIN: This is your copy.

22 MR. FINCH: Oh, thank you very much.

23 MR. WEISBEIN: I meant to give you that
24 during the direct. This is the certificate

1 amended August 9, 2011.

2 MR. FINCH: Very well.

3 BY MR. FINCH:

4 Q. Mr. Hincker, what was the purpose of
5 this amendment?

6 A. The purpose of the amendment is stated
7 in No. 2, seeks to amend the first use of Class 16
8 description in the above-referenced registration
9 from November 11, 1896 (as spoken) to quote, as at
10 least as early at October 1, 1998, end quote.

11 Q. Now, this amendment was made because of
12 information that came to light in the Hokie Real
13 Estate lawsuit. Right?

14 A. You know, I honestly don't remember so
15 I'm not going to make an assumption.

16 Q. This was dated after the conclusion of
17 the Hokie Real Estate lawsuit, isn't that so?

18 MR. WEISBEIN: Objection. Assumes
19 facts not in evidence. You can answer the
20 question if you can.

21 A. The Hokie Real Estate lawsuit was
22 settled sometime in 2011, I don't know the exact
23 date.

24 Q. Do you recall the date of first use

1 being an issue in the Hokie Real Estate lawsuit?

2 A. Yes.

3 Q. Do you recall it being one of the
4 subjects of your deposition in that lawsuit?

5 A. Correct.

6 Q. All right. Now, I'm going to show you
7 a document that's been marked as --

8 A. Where does this go, Mr. Finch? Does it
9 stay here?

10 MR. WEISBEIN: Just keep it in front of
11 you.

12 THE WITNESS: Okay.

13 (Opposer's Exhibit B, Screen Shot, was
14 marked for identification.

15 Q. I show you a document that has been
16 marked as Opposer's B for identification. If you
17 could, please, take a look at that and let me know
18 when you're done looking at that.

19 A. Okay.

20 Q. Do you recognize this document?

21 A. It's a screen shot of the University's
22 website in the section About Virginia Tech.

23 Q. And this is dated July 2007?

24 A. That's the date that someone has placed

1 in the upper left-hand corner.

2 Q. On the first page of Opposer's Exhibit
3 B, at the bottom of that main column of text, there
4 is a paragraph that begins "Stull later said that he
5 made up the word as an attention grabber." Do you
6 see that?

7 A. Uh-hmm.

8 Q. All right. Now, I'm going to provide
9 you with a document marked for identification as
10 Opposer's Exhibit C.

11 (Opposer's Exhibit C, Screen shot,
12 marked for identification.)

13 Q. And please, go ahead and take a look at
14 that and let me know when you're done looking at it.

15 A. Okay.

16 Q. Do you recognize this document?

17 A. It appears to be a screen shot from the
18 University's website, again, about Virginia Tech.

19 Q. Now, this is a screen shot from around
20 2010, isn't it?

21 A. It is not dated.

22 Q. Do you recognize it as being a later
23 version of --

24 A. I recognize it as coming from a design

1 that looks like it is a Virginia Tech website. I
2 didn't take the screen shot so I don't know when it
3 was taken.

4 Q. Now, you testified earlier that you had
5 responsibility for the University's website. Is
6 that correct?

7 A. That's correct.

8 MR. WEISBEIN: Mr. Finch, I'm going to
9 raise another Federal rule of evidence 611
10 objection again. I think this is way beyond
11 the scope of direct examination and therefore
12 is improper.

13 MR. FINCH: Well, he did testify that
14 he has responsibility for the University's
15 website.

16 MR. WEISBEIN: Simply as part of his
17 job responsibilities, but his direct
18 examination had nothing to do with that.

19 MR. FINCH: I understand, but we will
20 proceed.

21 BY MR. FINCH:

22 Q. Looking at Opposer's Exhibit C, do you
23 see that same paragraph beginning "Stull later said
24 that he made up the word as an attention grabber,"

1 about midway down?

2 A. Yes, uh-hmm, I do.

3 Q. So this Exhibit C is a later version of
4 the same web page as Exhibit B. Right?

5 A. It appears to be.

6 Q. Now, I'm going to show you a document
7 that's been marked as Opposer's Exhibit D for
8 identification.

9 (Opposer's Exhibit D, Screen shot,
10 marked for identification.)

11 Q. Please take a look and let me know when
12 you're done looking at that.

13 A. Okay.

14 MR. WEISBEIN: And I am just going to
15 state for the record, rather than stating my
16 Rule 611 objection after each question, that
17 I will have the same standing objection
18 throughout this entire line of questions.

19 MR. FINCH: Thanks.

20 BY MR. FINCH:

21 Q. Looking at Opposer's Exhibit D,
22 Mr. Hincker, do you see that same paragraph that we
23 referenced in our discussion of both Opposer's
24 Exhibit B and Opposer's Exhibit C?

1 A. No.

2 Q. In fact, that paragraph has been
3 deleted from Opposer's Exhibit D?

4 A. That's correct.

5 Q. And that deletion occurred after the
6 filing of the Hokie Real Estate lawsuit. Right?

7 A. I don't know when the deletion
8 occurred, but it definitely is no longer in this
9 version.

10 Q. You testified in your direct
11 examination, Mr. Hincker, that after receiving the
12 letter identified as Applicant's Exhibit 2, Virginia
13 Tech took a number of actions relating to the use of
14 the circle R mark in connection with the word Hokie.
15 Is that right?

16 A. Correct.

17 Q. Now, you are aware that after that the
18 University and its licensees continued to use the
19 circle R in connection with the word Hokie on
20 products?

21 A. If it was, it was not as a direct
22 action on our part, that it would have been mistaken
23 usage, that the University had directed sometime
24 subsequent to the receipt of your letter in early

1 2010 that people would no longer use the circle R
2 adjacent to the singular version of our registered
3 mark.

4 Q. But that use continued regardless?

5 MR. WEISBEIN: Objection.

6 A. Some may have used it without our
7 knowledge.

8 Q. You earlier testified that you sent
9 letters to licensees of the University telling them
10 to stop using the circle R mark in connection with
11 the word Hokie. Right?

12 A. For future product use, that's correct.
13 So the continued usage that you are referring would
14 have been for products already out in the
15 distribution stream.

16 Q. Those communications that you sent to
17 licensees didn't actually get sent until 2011, did
18 they?

19 A. Mr. Finch, I don't have any idea. It
20 was somewhere subsequent to our action over the
21 summer of 2010 when we were debating whether or not
22 to file suit, and then in consultation with LRG, who
23 was our licensing agent at the time. And then
24 sometime subsequent to that, and it may have been

1 early 20', I don't have the exact date, that there
2 was a formal correspondence to the licensees.

3 Q. But you didn't recall any of those
4 products from where they were in the --

5 A. No, that was a conscious action on our
6 part.

7 Q. You didn't produce any of these
8 communications to licensees telling them to stop
9 using the circle R in connection with the term Hokie
10 in response to discovery questions?

11 A. What do you mean by "produce"?

12 Q. In the Hokie Real Estate case you may
13 recall that discovery was conducted that included
14 your deposition, the depositions of other persons,
15 and also each side giving documents to the other.
16 Do you remember that?

17 A. Yeah, I remember that there were
18 thousands of documents.

19 Q. Right. And nowhere among any of those
20 thousands of documents was there any communication
21 from Virginia Tech to anybody using Virginia Tech
22 trademarks telling them to stop using the circle R
23 in connection with the term Hokie. Right?

24 MR. WEISBEIN: Objection to the form of

1 the question.

2 Q. You can go ahead and answer the
3 question if you like.

4 A. I have no specific recollection of the
5 assertion that you made in your question of a
6 document of whatever sort it is you are asking
7 about. So if you are asking me did I remember one
8 document in the tens of thousands of documents, no,
9 I don't remember that document.

10 Q. Well, I'm not referring to a specific
11 document. Because counsel for the Applicant
12 objected to the form of the question, I will go
13 ahead and restate it.

14 The documents that Virginia Tech
15 provided to the other side in the Hokie Real Estate
16 case didn't include any of these communications from
17 Virginia Tech to licensees telling them to stop
18 using the circle R in connection with the word
19 Hokie. Right?

20 A. I'm not aware of it.

21 MR. FINCH: I have no further questions.

22 MR. WEISBEIN: I have no questions.

23 You are excused, Mr. Hincker.

24 (The deposition concluded at 9:36 a.m.)

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

2 COMMONWEALTH OF VIRGINIA

3 COUNTY OF ROANOKE

4 I, Katherine P. Ford, Notary Public in and
5 for the Commonwealth of Virginia, at Large, do
6 hereby certify that the Deposition of LAWRENCE G.
7 HINCKER was by me reduced to machine shorthand in
8 the presence of the witness, afterwards transcribed
9 under my direction by means of computer, that
10 reading and signing was not requested, and that to
11 the best of my ability the foregoing is a true and
12 correct transcript of the Deposition as aforesaid.

13 I further certify that this Deposition was
14 taken at the time and place in the foregoing caption
15 specified.

16 I further certify that I am not a
17 relative, counsel or attorney for either party or
18 otherwise interested in the outcome of this action.

19 IN WITNESS WHEREOF, I have hereunto set my
20 hand at Roanoke, Virginia, on this the 19th day of
21 May, 2016.

22

23 Katherine P. Ford, RPR
Notary Public No. 166385

24

My commission expires February 28, 2019.

Hokie Objective Onomastics Society LLC v. Virginia Polytechnic Institute, et al.

Lawrence G. Hincker on 05/12/2016

Index: 1..applicant's

	16 16:20		9:19
Exhibits	17:7	3	actions
HinckerL 1	1896 17:9	3 12:8,10	13:15
3:11 4:19,	1989 6:4	14:19	22:13
20,23	1996 6:5	16:15	address 5:8
HinckerL 2	1998 16:19	3/30/10 8:18	addressed
3:12 8:14,	17:10	30 8:15	8:15
18 22:12	1st 5:21	9:24	adjacent
HinckerL 3		10:13,17	23:2
3:13 12:8,	2		administrators
10 16:15		6	14:5
HinckerL A	2 8:14,18	611 15:21	Advisor 5:17
3:16 15:5,	17:7 22:12	20:9 21:16	affirmed 4:4
6	2,351,364		agent 11:2
HinckerL B	12:18	9	23:23
3:17 18:13	20' 24:1	9 17:1	ahead 16:5
19:2,3	2000 12:19	9:16 a.m	19:13
21:4,24	2007 18:23	14:14	25:2,13
HinckerL C	2010 6:19	9:20 14:15	amend 15:15
3:18	8:1,15	9:36 25:24	17:7
19:10,11	9:24		amended
20:22	10:13,17	A	16:18 17:1
21:3,24	13:10	a.m. 14:15	amendment
HinckerL D	19:20	25:24	15:19
3:19 21:7,	23:1,21	above-	16:11
9,21 22:3	2011 17:1,	referenced	17:5,6,11
	22 23:17	17:8	appears
1	2013 6:19,	action	16:18
1 4:19,20,	24 10:10,	13:14,17,	19:17 21:5
23 14:18	15	19 22:22	Applicant
17:10	215 5:10	23:20 24:5	25:11
1-3 14:21	23 12:19	actionable	applicant's
11 17:9			4:14,18,

Hokie Objective Onomastics Society LLC v. Virginia Polytechnic Institute, et al.
 Lawrence G. Hincker on 05/12/2016 Index: application..contention

20,23		certificate	6:9,11
8:13,18	<hr/> B <hr/>	12:8,10,14	23:16 24:8
12:8,10		16:1,18,24	25:16
14:21	basically		
16:15	11:14	change	company 7:13
22:12	13:17	10:18,23	concessions
application	began 7:24	changed	9:16
7:17,19	beginning	11:11	concluded
apply 10:10	9:5 10:24	13:10,16	25:24
approval	20:23	Charles 7:9	conclusion
14:4	begins 19:4	Charlie 7:8	17:16
approximately	Betsy 7:10	chief 6:9	conducted
6:23	big 11:12	circle 9:11	24:13
arose 7:12	Blacksburg	10:2,11,19	connect
12:23	5:11	11:6,19	13:17
assertion	Board 16:4	12:21	connection
9:17 25:5	bottom 19:3	13:4,11,23	5:1 7:3
Associate	Boundaries	14:6	9:12 10:3,
5:24 6:6	5:18	22:14,19	20 12:22
Assumes	bridge 11:9	23:1,10	13:5,12
17:18		24:9,22	22:14,19
assumption		25:18	23:10
17:15	<hr/> C <hr/>	claim 11:16	24:9,23
attempting	call 11:13	Class 16:20	25:18
9:15	called 6:14	17:7	conscious
attention	7:13 11:3	classification	24:5
19:5 20:24	campaign	s 11:17	consultation
August 17:1	9:22	closely 7:2	23:22
author 8:8	Capaldo 8:8,	column 19:3	contended
aware 22:17	16	commenced	12:24
25:20	case 24:12	11:22 12:2	contends
	25:16	communication	10:9
	cease 8:3	24:20	contention
		communications	13:8

continued	19:21	develop	20 25:8,14
22:18	day 13:21	11:13	Drive 5:11
23:4,13	debating	difference	duly 4:4
copy 12:8	23:21	10:7 13:14	
16:13,21	decided 16:4	direct 4:8	
corner 19:1	declaration	13:21	E
correct 4:16	15:6,15,16	15:23	earlier 20:4
5:6 6:17,	Deer 5:11	16:9,24	23:8
18 7:22	defendant	20:11,17	early 17:10
9:22 10:12	13:1	22:10,21	22:24 24:1
13:12	defense 4:15	directed	Elizabeth
16:20 18:5	deleted 22:3	22:23	7:10
20:6,7	deletion	director	employed
22:4,16	22:5,7	6:21	5:12,13
23:12	demand 9:22	discovery	employee
correspondence	department	24:10,13	5:20
24:2	6:14,17,20	discussion	end 17:10
counsel	8:7 11:12	21:23	ends 11:3
13:1,8	deposition	dispute	entire 9:6
25:11	4:19 18:4	7:12,16,	21:18
coupled 9:15	24:14	20,23	Estate 7:13,
Creekmore	25:24	distribution	21 8:4
8:14	depositions	23:15	11:24
Croft 5:11	24:14	document	12:3,23
CROSS 15:1	description	12:12	17:13,17,
	17:8	15:4,12,14	21 18:1
D	design 19:24	18:7,15,20	22:6 24:12
date 10:12	designation	19:9,16	25:15
16:19	11:19	21:6 25:6,	evidence
17:23,24	desist 8:3	8,9,11	14:17,18,
18:24 24:1	determine	documented	22 15:21
dated 8:15	14:6	9:13	16:1 17:19
17:16	develop	documents	20:9
18:23	24:15,18,	exact 17:22	

24:1	fellow 7:8	5:19	Hokies 10:5
examination	file 23:22	future 23:12	12:7 13:1
4:8 15:1,	filed 7:17		15:17 16:3
23 20:11,	filing 22:6	<hr/> G <hr/>	honestly
18 22:11	Finch 8:12,	give 5:8	17:14
examined 4:6	17,21	16:23	Hoos 7:18
excused	10:9,18	giving 24:15	<hr/> I <hr/>
25:23	14:9,12,20	Good 4:10,	idea 23:19
exhibit	15:2,24	13	identification
4:19,20,23	16:10,17,	grabber 19:5	4:21 8:19
8:14,18	22 17:2,3	20:24	12:11 15:7
12:7,8,10	18:8 20:8,	<hr/> H <hr/>	18:14,16
14:21	13,19,21	held 6:2,4	19:9,12
15:5,6	21:19,20		21:8,10
16:15	23:19	Hincker 4:3,	identified
18:13	25:21	10,23 5:7,	22:12
19:2,10,11	fine 4:12	10 15:3,7	identify
20:22	16:11	17:4 21:22	12:12
21:3,4,7,	firm 7:18	22:11	immediately
9,21,24	8:14	25:23	9:23
22:3,12	Flanigan	hired 7:8	impermissible
exhibits	7:10	Hokie 7:13,	9:21
14:17,18	Forbes 7:9	18,20 8:4	implementation
<hr/> F <hr/>	form 24:24	9:13,17	13:18
fact 22:2	25:12	10:3,5,11,	improper
facts 17:19	formal 13:15	21 11:5,24	20:12
fall 11:7	24:2	12:3,22,23	improperly
12:1	foundation	13:1,5,12,	9:10
false 9:17	5:18	22 17:12,	in-house 8:6
familiar	front 18:10	17,21 18:1	include
7:11,20	full 5:8	22:6,14,19	25:16
Federal 9:11	8:23	23:11	
15:21 20:9	full-time	24:9,12,23	
		25:15,19	

included 24:13		leverage 9:15	23:22
	K		
information 17:12	Keith 8:16	licensed 9:9,10	M
	knowledge 7:15 13:20		made 9:22
infringement 11:23	23:7	licensee 14:3	10:24 17:11 19:5 20:24 25:5
institutional 6:11		licensees 11:10,18	main 19:3
	L	13:22	make 10:23
instruct 11:18	law 8:14 9:19	22:18 23:9,17	13:13 17:15
instructed 11:4	Lawrence 4:3 5:10	24:2,8 25:17	managed 6:19
instructing 11:10	lawsuit 17:13,17,	licenses 9:16	manner 13:18
International 16:20	21 18:1,4 22:6	licensing 6:15,16,20	manual 11:11
introduced 16:12	leave 6:22	7:3 11:2 23:23	March 8:15 9:24 10:10,13, 17
	left-hand 19:1	light 17:12	mark 4:18
investigation 9:8	legal 8:6	litigation 11:23,24	8:13 9:17 11:20
involving 7:20	legitimate 9:16	12:2,23	12:6,7 13:5,12 22:14
issue 12:20, 22 13:3,5 18:1	letter 8:3, 9,10,14, 18,20,24 9:20 10:1, 9,13,18 22:12,24	live 5:10 Locke 6:21 long 6:2 long-range 5:18	23:3,10 marked 4:20 8:19 12:11 14:17 15:4,7 18:7,14,16 19:9,12 21:7,10
	J	longer 11:5, 10 13:17 22:8 23:1	
January 5:21	letterhead 8:15	lot 11:8 LRG 11:2,4	marking 9:9, 21
job 20:17			
July 18:23	letters 11:7,9 23:9		
June 13:9, 17,19			

marks 11:15 13:2	22:13	20:22 21:7,9,21, 23,24 22:3	point 8:2 11:21
matrix 11:13,14	<hr/> 0	opposition 4:15 13:6	policy 10:1, 19 11:11 13:10,14, 15,16 14:2
matter 5:1	oath 4:6 5:5	oversaw 6:16	position 5:23 6:3,4
meant 16:23	object 15:21	<hr/> P	practice 9:8,20
media 6:10	objected 25:12	paragraph 8:24 9:6 19:4 20:23 21:22 22:2	practices 9:15
midway 21:1	objection 15:20 16:8 17:18 20:10 21:16,17 23:5 24:24	Pardon 10:16	preliminary 9:7
minute 14:10	objections 14:19,20	part 13:8 15:15 20:16 22:22 24:6	presents 14:4
mis-markings 9:23	occurred 10:8 22:5, 8	part-time 5:13,14	President 5:24 6:6
mistaken 22:22	October 17:10	Patent 12:15	presidents 7:7
misuse 9:14 12:21 13:3,4	office 12:15 14:2,5	penalty 5:5	prevent 12:3
moment 14:9	officer 6:9	people 23:1	Prior 5:22 9:24
morning 4:10	online 11:2, 5	periodically 7:4,5	procedure 14:1
move 14:16, 18	opinion 10:7	perjury 5:5	proceed 16:5 20:20
moved 14:21	opposed 7:18 13:23	persons 24:14	proceeding 13:6
<hr/> N	opposer's 15:5,6 18:13,16 19:2,10,11	place 9:20	produce 24:7,11
named 7:8		planning 5:18	product 14:4 23:12
note 16:6		plural 10:5	
notice 4:19, 20,24 9:21			
November 17:9			
number 9:9 12:16			

productions 6:12	24:10 25:21,22	recollection 25:4	reported 7:4,5,8
products 9:9,10 22:20 23:14 24:4	quote 17:9, 10 <hr/> R <hr/>	record 5:9 9:4 10:12 14:13 16:7 21:15	residence 5:8 respect 10:2,19 13:11
provide 15:3 19:8	radio 6:12, 13	referenced 21:23	response 8:10 24:10
provided 25:15	raise 20:9	referring 8:21 23:13 25:10	responsibiliti es 6:8 20:17
PTO 10:6	read 9:3	registered 10:6 11:15,16 12:19 23:2	responsibility 20:5,14
public 6:12, 13	Real 7:13, 21 8:4 11:24 12:3,23 17:12,17, 21 18:1 22:6 24:12 25:15	registration 9:11 10:2, 20 12:6,9, 11,14,16, 18 13:4, 11,24 16:1,3,12, 14 17:8	responsible 6:10 restate 25:13
publications 6:12	recall 17:24 18:3 24:3, 13	result 6:10	retire 5:19 retired 5:14
purported 12:21 13:4	receipt 10:17 22:24	relating 16:2 22:13	retirement 5:22 reveals 9:9 rights 9:18
purpose 15:18 17:4,6	received 8:11 16:13	relations 6:1,7,11	rule 15:21 20:9 21:16
put 12:13	receiving 9:24 22:11	relevant 16:3	<hr/> S <hr/>
<hr/> Q <hr/>	recess 14:14	remember 6:24 17:14 24:16,17 25:7,9	scope 15:22 16:9 20:11
question 15:22 17:20 21:16 25:1,3,5, 12	recognize 15:12 18:20 19:16,22, 24	report 7:6	screen
questions 4:14 14:8 15:23 16:2,7 21:18			

18:13,21	specific	suit 23:22	4:6 12:5
19:11,17,	25:4,10	summer 11:1	20:4 22:10
19 20:2	spoken 17:9	23:21	23:8
21:9	spreadsheet	support 4:14	testify 4:5
section	11:14	suppose 16:4	20:13
18:22	14:3,5	sworn 4:4	testifying
seeks 17:7	standing	symbol 9:11	5:5
Senior 5:17	16:8 21:17	10:3,20	testimony
sentence 9:3	starts 8:24	12:21	4:19,24
separate	state 5:7	13:5,12,	text 19:3
6:14	21:15	22,24	thing 11:1,
series 10:24	stated 17:6	system 11:3,	12
13:15	stating	5	thousands
settled	21:15		24:18,20
17:22	station	T	25:8
shot 18:13,	6:13,14	taking 4:19,	time 8:2
21 19:11,	stay 18:9	24 15:9	11:22
17,19 20:2	Steiger 7:9	Tech 4:24	23:23
21:9	step 14:10	5:14,20,23	title 5:17
show 18:6,	Steve 8:8,15	8:7 18:22	6:5
15 21:6	stop 23:10	19:18 20:1	TM 11:19
showed 11:17	24:8,22	22:13	13:22 14:6
showing	25:17	24:21	today 4:11,
11:14	stream 23:15	25:14,17	14
side 24:15	Stull 19:4	telling 23:9	topic 16:8
25:15	20:23	24:8,22	trade 9:20
Simply 20:16	subject 5:5	25:17	trademark
singular	subjects	tens 25:8	6:15,16,20
10:11 11:5	18:4	term 7:18	7:11,17,19
23:2	subsequent	9:13,18	9:11,18,19
sir 16:10	22:24	12:3 15:17	10:3,20
sort 25:6	23:20,24	24:9,23	11:16,23
		testified	12:6,15,22

13:23	18:21	WBTF 6:13
14:2,4	19:18	web 21:4
trademarks	20:5,14	website 6:13
7:3 24:22	unprotectible	9:14 18:22
Trademark	9:13	19:18
11:3,4	unregistered	20:1,5,15
truth 4:5,6	9:12	WEISBEIN 4:9
	upper 19:1	14:7,11,16
<hr/> U <hr/>	usage 22:23	15:20
U.S. 12:15	23:13	16:6,16,
uh-hmm 19:7	users 9:16	21,23
21:2		17:18
ultimately	<hr/> V <hr/>	18:10
13:16	version	20:8,16
understand	10:6,11	21:14 23:5
4:15 5:4	19:23 21:3	24:24
13:13	22:9 23:2	25:22
20:19	vice 5:24	White 6:21
understanding	6:6 7:7	7:2
13:7	video 6:12	word 8:24
unfair 9:20	violation	10:4,5,11
University	9:18 10:10	11:3 19:5
5:15 6:1,	Virginia	20:24
7,22 7:12	4:24 5:11,	22:14,19
8:3,16	14,20,23	23:11
9:10,21	8:7 18:22	25:18
10:18	19:18 20:1	work 5:14
11:22 12:6	22:12	7:2 11:1
13:10,21	24:21	written 8:16
22:18,23	25:14,17	<hr/> Y <hr/>
23:9		year 5:21
University's	<hr/> W <hr/>	7:23 12:2
9:8,14	water 11:9	years 11:8
10:1 15:16		

ERRATA

ERRATA SHEET

Case: Hokie Objective Onomastics Society LLC v. Virginia Polytechnic Institute, et al.
Witness: Lawrence G. Hincker

Page 5 Line 18 Reason for change:
should say "long-range planning project"

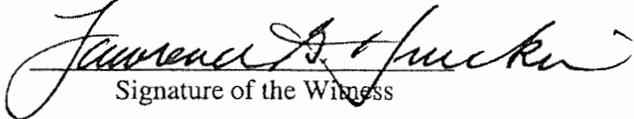
Page 6 Line 13 Reason for change:
WBTF should be WVTF

Page 7 Line 9 Reason for change:
Charles Steiger should be Charles Steger

Page _____ Line _____ Reason for change:

January 12, 2016

Case: Hokie Objective Onomastics Society LLC v. Virginia Polytechnic Institute, et al.
Witness: Lawrence G. Hincker


Signature of the Witness

STATE OF VIRGINIA

COUNTY OF MONTGOMERY

Subscribed and sworn to before me this 3rd day of June, 2016


Notary Public

My Commission Expires: 03.31.2019

(Seal)

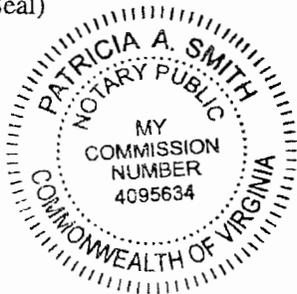


EXHIBIT 1

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

-----X
HOKIE OBJECTIVE ONOMASTICS
SOCIETY LLC,
Opposer,
v.
VIRGINIA POLYTECHNIC INSTITUTE
AND STATE UNIVERSITY,
Applicant.
-----X

Opposition No. 91207895
Serial No.: 85/531,923

**APPLICANT VIRGINIA POLYTECHNIC INSTITUTE AND
STATE UNIVERSITY'S NOTICE OF TAKING TESTIMONY OF
LAWRENCE G. HINCKER AND BOBBIE JEAN NORRIS**

TO: Keith Finch, Esq.
The Creekmore Law Firm PC
318 North Main Street
Blacksburg, VA 24060

PLEASE TAKE NOTICE, that on Thursday, May 12, 2016, Applicant will take the testimony depositions upon oral examination of LAWRENCE G. HINCKER, Associate Vice President for University Relations (Retired), Virginia Polytechnic Institute and State University, beginning at 9:00 a.m., and BOBBIE JEAN NORRIS, Special Assistant to the Senior Associate Vice President for University Relations, Virginia Polytechnic Institute and State University, immediately following the Hincker deposition.

The depositions shall take place at the following location:

Virginia Tech Electric Service
601 Energy Drive
Blacksburg, VA 24061
Conference Room 105

Applicant	EXHIBIT /
WITNESS	<u>L. Hincker</u>
DATE:	<u>5-12-16</u>
KATHERINE P FORD, RPR	

The depositions shall be taken before a court reporter or other such person duly authorized to administer oaths under the laws of the Commonwealth of Virginia. The deposition will be recorded by stenographic means. Applicant reserves the right to record the depositions by audio means as well.

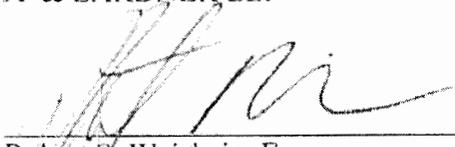
These testimony depositions are for use at trial and/or for such other purposes as are permitted under the rules.

You are invited to attend and cross-examine.

Dated on this 20th day of April, 2016.

Respectfully submitted,

FOLEY & LARDNER LLP

By: 

Robert S. Weisbein, Esq.

Norm J. Rich, Esq.

FOLEY & LARDNER LLP

90 Park Avenue

New York, New York 10016

Telephone: (212) 682-7474

Facsimile: (212) 687-2329

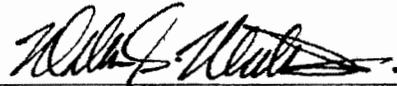
Attorneys for Applicant

*Virginia Polytechnic Institute and State
University*

CERTIFICATE OF SERVICE

I hereby certify that a true and complete copy of APPLICANT VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY'S NOTICE OF TAKING TESTIMONY OF LAWRENCE G. HINCKER AND BOBBIE JEAN NORRIS, was served by First Class United States Mail on this 20th day of April, 2016, to Opposer's correspondent of record as follows:

Keith Finch, Esq.
The Creekmore Law Firm PC
318 North Main Street
Blacksburg, VA 24060



WILLIAM S. WALKER, JR.

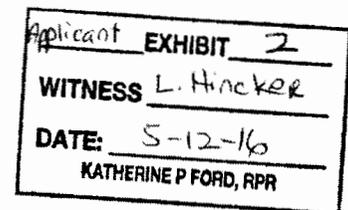
EXHIBIT 2

March 30, 2010

Stephen Capaldo, Esq.
Associate University Legal Counsel
236 Burruss Hall (0121)
Blacksburg, Virginia 24061

Subject: *Your Letters of January 25 and March 8, 2010*

Dear Mr. Capaldo:



I am writing on behalf of Hokie Real Estate, Inc., in response to your letters of January 25 and March 8, 2010, alleging that its use of the term "Hokie" constitutes trademark infringement.

Contrary to your assertions, Virginia Tech (the "University") appears to possess no rights in the term "Hokie." As you must know, the trademark registration to which you point does not cover use of the mark "Hokie." Additionally, whatever purported common law rights the University may once have possessed or asserted in the mark "Hokie" have long since been lost through the University's failure to police those purported rights. Indeed, it appears that nearly a decade ago the University sent cease-and-desist letters to alleged "infringers" but either failed to pursue infringement actions against those refusing to cease and desist from use of the mark, or otherwise entered into naked licenses with other compliant parties. In either case, the result is the same — the University has abandoned any rights it may have had in the mark.

Furthermore, even a preliminary investigation into the University's practice of marking its licensed products reveals a number of University-licensed products that improperly use the Federal Trademark Registration Symbol "®" in connection with the use of the unregistered, and unprotectable, term "Hokie." We also have documented such misuse on the University's own web site. These practices, coupled with your attempting to leverage concessions or licenses from legitimate users of the mark "Hokie" through the false assertion of trademark rights in the term, not only is a violation of trademark law but also is actionable as an unfair trade practice. By this letter, we place the University on notice of its impermissible marking campaign, and demand hereby is made that it correct all such mismarkings immediately.

Inasmuch as there is no possibility whatsoever of confusion between use of the term "Hokie" by Hokie Real Estate and by the University, we believe this is a fight best not continued. Hokie Real Estate provides real estate agency and brokerage services, wholly separate and distinct

from the educational services provided by the University. In using the mark "Hokie," Hokie Real Estate has taken the extra precautionary step of clearly stating that it "is not affiliated with Virginia Polytechnic Institute and State University." Thus there can be no likelihood of confusion about which the University need be concerned.

In sum, Hokie Real Estate will continue to respect the trademark rights and other intellectual property rights of the University, short of ceasing and desisting from its non-infringing use of the mark "Hokie" in its trade name. If the University takes action against Hokie Real Estate to enforce the rights that the University claims in the mark "Hokie," which it has failed to register, police and protect, then the only effect will be to demonstrate to the whole world — including, particularly, all of Hokie Nation, that the University's claim of ownership in the mark is baseless, revealing, in essence, that the Emperor has no clothes. I cannot conceive of a more disastrous public relations campaign for the University than a judicial confirmation of the University's derelict intellectual property policy with respect to a mark it appears now to covet.

Please let me know if I can answer any other questions you may have in this regard.

Very Truly Yours,

THE CREEKMORE LAW FIRM PC



Keith Finch

cc: John Wilburn, Hokie Real Estate, Inc.
James R. Creekmore, Esq.

EXHIBIT 3

United States of America

United States Patent and Trademark Office

HOKIES

Reg. No. 2,351,364

Registered May 23, 2000

Amended Aug. 9, 2011

Int. Cls.: 14, 16, 18, 21
and 25

TRADEMARK

PRINCIPAL REGISTER

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (VIRGINIA STATE AGENCY)
210 BURRUSS HALL
BLACKSBURG, VA 24061

FOR: PRECIOUS METALS, JEWELRY, NAMELY, GOLD PINS, GOLD EARRINGS, TIE TACKS; CHARMS AND RINGS, WATCHES AND CLOCKS, IN CLASS 14 (U.S. CLS. 2, 27, 28 AND 50)

FIRST USE 7-0-1982; IN COMMERCE 7-0-1982.

FOR: PAPER ARTICLES, NAMELY, WRITING PAPER, FOLDERS, NOTE PADS, STATIONERY, LOOSELEAF BINDERS, DECALS, BUMPER STICKERS, NOTE BOOKS, CALENDARS, POST CARDS, POSTERS AND PENS, IN CLASS 16 (U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

FIRST USE 10-1-1998; IN COMMERCE 11-11-1998.

FOR: LEATHER AND IMITATION LEATHER GOODS, NAMELY, BRIEF CASE TYPE PORTFOLIO COVERS AND BRIEF CASES; TRAVEL BAGS, BACKPACKS, WALLETS AND UMBRELLAS, IN CLASS 18 (U.S. CLS. 1, 2, 3, 22 AND 41).

FIRST USE 7-0-1982; IN COMMERCE 7-0-1982.

FOR: DRINKING GLASSES, MUGS, PLASTIC CUPS, INSULATING SLEEVE HOLDERS FOR BEVERAGE CANS AND WASTE PAPER BASKETS, IN CLASS 21 (U.S. CLS. 2, 13, 23, 29, 30, 33, 40 AND 50).

FIRST USE 6-17-1971; IN COMMERCE 6-17-1971.

FOR: CLOTHING, NAMELY, T-SHIRTS, SPORT SHIRTS, SWEAT PANTS, SHORTS, SWEAT SHIRTS, SWEATERS, JERSEYS, PANTS, TIES, BABY BIBS, CAPS, HATS, SHOES, JACKETS AND BATH ROBES, IN CLASS 25 (U.S. CLS. 22 AND 39).

FIRST USE 8-7-1973; IN COMMERCE 8-7-1973.

SER. NO. 75-564,291, FILED 10-2-1998.



David J. Kappas

Director of the United States Patent and Trademark Office

Applicant	EXHIBIT 3
WITNESS	L. Hinckee
DATE:	5-12-16
KATHERINE P FORD, RPP	

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*
What and When to File:

First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.*
See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*
What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or
reminder of these filing requirements.**

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

EXHIBIT A

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK : HOKIES
REG. NO. : 2,351,364
Reg. Date: : May 23, 2000
REGISTRANT : Virginia Polytechnic Institute and State University
Classes : 14, 16, 18, 21, and 25

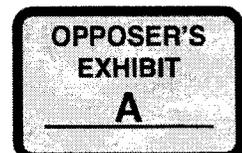
DECLARATION OF LAWRENCE G. HINCKER

1. My name is Lawrence G. Hincker. I am the Associate Vice President for Virginia Polytechnic Institute and State University ("Virginia Tech") and am authorized to execute this declaration.

2. Virginia Tech seeks to amend the date of first use for the Class 16 description in the above-referenced registration from November 11, 1896 to "at least as early as October 1, 1998."

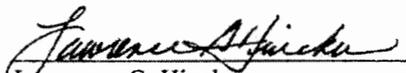
3. Virginia Tech initially listed November 11, 1896 as the date of first use in commerce for goods in Class 16 because this was the date that the HOKIES term was coined to refer to Virginia Tech and its goods or services. Amendment of the Certificate of Registration for the referenced mark is now requested to amend the date of first use.

4. Virginia Tech was operating in good faith and in consultation with counsel when it supplied the prior date of first use, and to the extent there was any error in the prior date of first use, it was unintentional and inadvertent. Virginia Tech seeks correction of the date of first use at this time to avoid any possible suggestion of error in the prior date of first use.



The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that any such willful or false statements may jeopardize the validity of the referenced registration, declares that the facts in this Declaration are all true; all statements made of his own knowledge are true; and all statements made on information and belief are believed to be true.

VIRGINIA POLYTECHNIC INSTITUTE AND
STATE UNIVERSITY

By: 
Lawrence G. Hincker
Associate Vice President

Date: 17 June 2011

EXHIBIT B



● People ● Pages

Search Virginia Tech

▶ VT Home ▶ Webmail ▶ IMAT ▶ News & Events

▶ A to Z Index ▶ Directory

QUICKLINKS

- ▶ Virginia Tech Home
- ▶ About Virginia Tech
- ▶ Principles of Community
- ▶ Administration
- ▶ Applying to Virginia Tech
- ▶ Tuition & Financial Aid
- ▶ Student Life
- ▶ Careers
- ▶ Academic Programs
- ▶ Research
- ▶ Libraries
- ▶ Sports at Virginia Tech
- ▶ Arts at Virginia Tech



Where We Are

- ▶ Outreach / Extension
- ▶ International
- ▶ All About Blacksburg
- ▶ Maps / Directions
- ▶ Visiting Campus
- ▶ Faculty & Staff
- ▶ Alumni & Friends
- ▶ Parents & Family
- ▶ Business & Industry



About Virginia Tech

What Is a Hokie?

A Look at Virginia Tech Traditions

Here is the answer to that oft-posed question, "What's a Hokie?" and an explanation of other Tech traditions.

What is a Hokie? The origin of the word "Hokie" has nothing to do with a turkey. It was coined by O. M. Stull (class of 1896), who used it in a spirit yell he wrote for a competition.

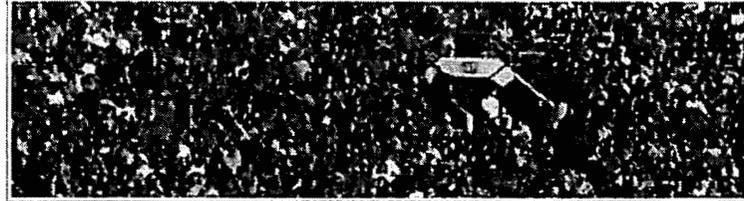
Here's how that competition came to be held. Virginia Tech was founded in 1872 as a land-grant institution and was named Virginia Agricultural and Mechanical College. In 1896, the Virginia General Assembly officially changed the college's name to Virginia Agricultural and Mechanical College and Polytechnic Institute, a name so long that citizens shortened it in popular usage to VPI. The original college cheer, which made reference to the original name of the institution, was no longer suitable. Thus, a contest was held to select a new spirit yell, and Stull won the \$5 top prize for his cheer, now known as Old Hokie:

Hoki, Hoki, Hoki, Hy.
Techs, Techs, V.P.I.
Sola-Rex, Sola-Rah.
Polytechs - Vir-gin-ia.
Rae, Ri, V.P.I.

Later, the phrase "Team! Team! Team!" was added at the end, and an "e" was added to "Hoki."

Stull later said that he made up the word as an attention-grabber. Though he may not have known it, "Hokie" (in its various forms) has been around at least since 1842. According to Johann Norstedt, now a retired Virginia Tech English professor, "[Hokie was] a word that people used to express feeling, approval, excitement, surprise. Hokie, then, is a word like 'hooray,' or 'yeah,' or 'rah.'" Whatever its original meaning, the word in the popular cheer did, as Stull wanted, grab attention and has been a part of Virginia Tech tradition ever since.

**OPPOSER'S
EXHIBIT
B**



Orange and Maroon Colors

Since the university had a new name and a new yell, new college colors seemed to be a desirable next step. During 1896, a committee was formed to find a suitable combination of colors to replace the original colors of black and gray, which appeared in stripes on hats, books, athletic uniforms, and other paraphernalia and presented an image resembling prison uniforms.

The committee selected burnt orange and Chicago maroon after discovering that no other college utilized this particular combination of colors. Burnt orange and Chicago maroon were officially adopted and were first worn during a football game versus nearby Roanoke College on Oct. 26, 1896.

Motto, Seal, and Logos



Also in 1896, the university adopted *Ut Prosim*, Latin for "That I May Serve," as its motto, and a college seal was developed. However, the Virginia Tech Board of Visitors did not officially adopt the seal, which is still used, until 1963.

In 1991, Virginia Tech adopted a university logo, which incorporates an image of the War Memorial with its eight pylons, each representing a different virtue. The inclusion of the numerals "1872," the founding year of the

university, reinforces the traditions of more than a century of service to the Commonwealth of Virginia, the nation, and the world.

The university logo was updated in 2006. The 2006 update followed a yearlong study by a branding consultant, who worked closely with the university community to develop a representative tagline for Virginia Tech. That tagline--*Invent the Future*--expresses the future-altering and future-enhancing work of each facet of the Virginia Tech experience. So usually when you see the updated logo, you'll see the version that incorporates the tagline.

The university also have an athletic logo: a streamlined VT, which is used only for sports and sports merchandise. Unveiled in 1984, the athletic logo is a composite of designs submitted by two Virginia Tech art students--Lisa Eichler of Chesapeake, Va., and Chris Craft of Roanoke, Va.--to a competition sponsored by the university's art department. It replaced an older athletic logo that consisted of a larve V with a T centered inside it, which had debuted in 1957.

From Gobbler to HokieBird

From Gobbler to HokieBird

The origin of the term "Gobblers" is disputed, with one story claiming it was coined in the early 1900s as a description of how student athletes would "gobble" up their more than ample servings of food. Another story attributes it to the fact that the 1909 football coach, Branch Bocock, wanted to stimulate better spirit amongst his players and initiated them into an impromptu and informal "Gobbler Club."

Thus, the name was already popular when Fred Meade, a local resident chosen by the student body to serve as the school's mascot, had a large turkey pull him in a cart at a football game in 1913. The school's president halted the cart pulling after one game because he thought it was cruel to the turkey. Meade continued to parade his mascot, which he had trained to gobble on command, up and down the sidelines--and did so until another "turkey trainer" took over in 1924 to continue the tradition. Enthusiastic fans and sports writers adopted the "Gobbler" nickname and began to use it regularly. In 1936, a costumed Gobbler joined the live gobbler for at least one game. The use of a live gobbler mascot continued into the 1950s, and the first permanent costumed Gobbler took the field in the fall of 1962.



George Wills (right), father of the current HokieBird that we know and love.

But the "Gobbler" was not to last, at least in name. In the late 1970s, the university hired a football coach who heard the theory that the Gobbler mascot was based on athletes gobbling their food down. The coach didn't like the image, so he began promoting the "Hokie" nickname and even removed the gobble from the scoreboard--current football coach Frank Beamer had it reinstated. In 1982, the appearance of the Gobbler mascot costume was changed to one that looked like a maroon cardinal with a snood, and references first appeared to it as "the Hokie mascot," "the Hokie," and "the Hokie bird." The costume worn by today's HokieBird made its first appearance in 1987. HokieBird has won national mascot competitions and has been so popular that the mascot landed an appearance on Animal Planet's "Turkey Secrets," shown annually around Thanksgiving.

Fight Song

Tech Triumph, the university's most popular fight song, was composed in 1919 by Wilfred P. Maddux (class of 1920) and his neighbor, Mattie Eppes. It was officially adopted by the student body in December 1919.

Hokie Stone

Tech exhibits its character and pride every day via its buildings, most of which are made of Hokie Stone. Hokie Stone is actually several types of limestone common in Southwest Virginia and parts of Tennessee and Alabama. No two stones are the same color, varying from grays, browns, and blacks to pinks, oranges, and maroons. Since the mid-1950s, Tech has operated its own quarry, and a resolution passed by the board of visitors during the 1990s decrees that the popular limestone must now appear on every building.

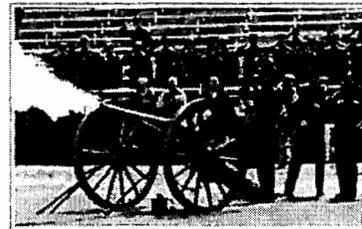
Corps of Cadets

The Virginia Tech Corps of Cadets is another tradition that distinguishes the university, which required corps participation for every able-bodied male for four years until 1923 and then for two years until 1964, when it became voluntary. Virginia Tech remains one of three public universities in the country (Texas A&M and North Georgia College and State University are the others) with both an active corps of cadets and "civilian" lifestyle on its campus.



Skipper

Various cannons have been used off and on for years at Virginia Tech, but in the 1960s one industrious student formally proposed to the student governing body that a cannon be acquired to fire at football games. The proposal was approved but went no further.



About the same time, two cadets from the class of 1964 made a pact at a traditional Thanksgiving Day game with then-rival VMI that they would build a cannon for Virginia Tech (then known as VPI) to outshine--or outblast--VMI's "Little John." The cadets, Alton B. "Butch" Harper Jr. and Homer Hadley "Sonny" Hickam (of October Sky fame), were tired of hearing VMI keydets chant "Where's your cannon?" after firing their own.

Harper and Hickam collected brass from their fellow cadets, added it to metal donated by Hickam's father, collected donations from the corps to purchase other supplies, and used a mold created in one of the engineering departments from Civil War-style plans to make their cannon. They derived the name of the cannon--"Skipper"--from the fact that President John Kennedy, who had just been assassinated, had been the skipper of a PT-boat, and they wanted to do something to honor him.

On its first firing at the next game with VMI, the eager cadets tripled the charge, which blew the hats off half the VMI keydets and shook the glass in the press-box windows of Roanoke's Victory Stadium. They never heard the VMI chant again.

Today, Skipper is fired from outside Lane Stadium when the football team enters the field and when it scores.

Clara B. Cox, B4
csquare@vt.edu

- ▶ For more information, read [Hokie, Hokie, HOKIE, HY!](#) and [a Few Other Virginia Tech Symbols and Traditions](#) (PDF).

EXHIBIT C

What is a Hokie?

A Look at Virginia Tech Traditions

Here is the answer to that oft-posed question, "What's a Hokie?" and an explanation of other Tech traditions.

What is a Hokie? The origin of the word "Hokie" has nothing to do with a turkey. It was coined by O. M. Stull (class of 1896), who used it in a spirit yell he wrote for a competition.

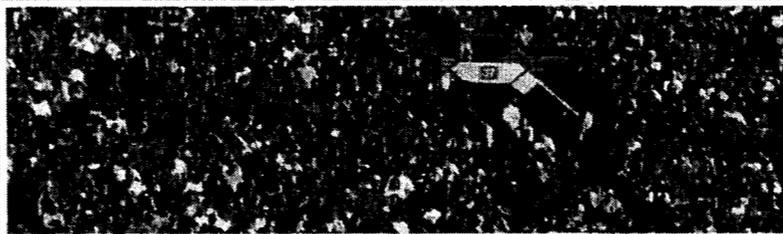
Here's how that competition came to be held. Virginia Tech was founded in 1872 as a land-grant institution and was named Virginia Agricultural and Mechanical College. In 1896, the Virginia General Assembly officially changed the college's name to Virginia Agricultural and Mechanical College and Polytechnic Institute, a name so long that citizens shortened it in popular usage to VPI. The original college cheer, which made reference to the original name of the institution, was no longer suitable. Thus, a contest was held to select a new spirit yell, and Stull won the \$5 top prize for his cheer, now known as Old Hokie:

Hoki, Hoki, Hoki, Hy.
Techs, Techs, V.P.I.
Sola-Rex, Sola-Rah.
Polytechs - Vir-gin-ia.
Rae, Ri, V.P.I.

Later, the phrase "Team! Team! Team!" was added at the end, and an "e" was added to "Hoki."

Stull later said that he made up the word as an attention-grabber. Though he may not have known it, "Hokie" (in its various forms) has been around at least since 1842. According to Johann Norstedt, now a retired Virginia Tech English professor, "[Hokie was] a word that people used to express feeling, approval, excitement, surprise. Hokie, then, is a word like 'hooray,' or 'yeah,' or 'rah.'" Whatever its original meaning, the word in the popular cheer did, as Stull wanted, grab attention and has been a part of Virginia Tech tradition ever since.

Since the university had a new name and a new yell, new college colors seemed to be a desirable next step. During 1896, a committee was formed to find a suitable combination of colors to replace the original colors of black and gray, which appeared in stripes on athletic uniforms and presented an image resembling prison uniforms.



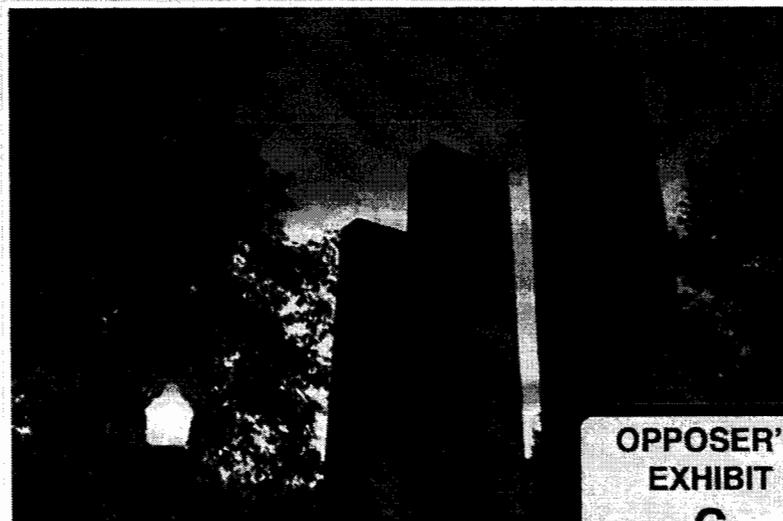
The committee selected burnt orange and Chicago maroon after discovering that no other college utilized this particular combination of colors. Burnt orange and Chicago maroon were officially adopted and were first worn during a football game versus nearby Roanoke College on Oct. 26, 1896.

Motto, Seal, and Logos

Also in 1896, the university adopted *Ut Prosim*, Latin for "That I May Serve," as its motto, and a college seal was developed. However, the Virginia Tech Board of Visitors did not officially adopt the seal, which is still used, until 1963.

In 1991, Virginia Tech adopted a university logo, which incorporates an image of the War Memorial with its eight pylons, each representing a different virtue. The inclusion of the numeral "1872," the founding year of the university, reinforces the traditions of more than a century of service to the Commonwealth of Virginia, the nation, and the world.

The university logo was updated in 2006. The 2006 update followed a yearlong study by a branding consultant, who worked closely with the university community to develop a representative image for Virginia Tech.



OPPOSER'S
EXHIBIT

C

EXHIBIT D

What is a Hokie?

A Look at Virginia Tech Traditions

Here is the answer to that oft-posed question, "What's a Hokie?" and an explanation of other Tech traditions.

What is a Hokie? The origin of the word "Hokie" has nothing to do with a turkey. It was coined by O. M. Stull (class of 1896), who used it in a spirit yell he wrote for a competition.

Here's how that competition came to be held. Virginia Tech was founded in 1872 as a land-grant institution and was named Virginia Agricultural and Mechanical College. In 1896 the Virginia General Assembly officially changed the college's name to Virginia Agricultural and Mechanical College and Polytechnic Institute, a name so long that citizens shortened it in popular usage to VPI. The original college cheer, which made reference to the original name of the institution, was no longer suitable. Thus, a contest was held to select a new spirit yell, and Stull won the \$5 top prize for his cheer, now known as Old Hokie:

Hoki, Hoki, Hoki, Hy.
Techs, Techs, V.P.I.
Sola-Rex, Sola-Rah.
Polytechs - Vir-gin-ia.
Rae, Ri, V.P.I.

Later, the phrase "Team! Team! Team!" was added at the end, and an "e" was added to "Hoki."

Since the university had a new name and a new yell, new college colors seemed to be a desirable next step. During 1896, a committee was formed to find a suitable combination of colors to replace the original colors of black and gray, which appeared in stripes on athletic uniforms and presented an image resembling prison uniforms.



The committee selected burnt orange and Chicago maroon after discovering that no other college utilized this particular combination of colors. Burnt orange and Chicago maroon were officially adopted and were first worn during a football game versus nearby Roanoke College on Oct. 26, 1896.

Motto, Seal, and Logos

Also in 1896, the university adopted *Ut Prosim*, Latin for "That I May Serve," as its motto, and a college seal was developed. However, the Virginia Tech Board of Visitors did not officially adopt the seal, which is still used, until 1963.

In 1991, Virginia Tech adopted a university logo, which incorporates an image of the War Memorial with its eight pylons, each representing a different virtue. The inclusion of the numerals "1872," the founding year of the university, reinforces the traditions of more than a century of service to the Commonwealth of Virginia, the nation, and the world.



The university logo was updated in 2006. The 2006 update followed a yearlong study by a branding consultant, who worked closely with the university community to develop a representative tagline for Virginia Tech. That tagline--*Invent the Future*--expresses the future-altering and

each facet of the Virginia Tech experience. So usually when you see the updated logo, you'll see the vers tagline.

The university also has an athletic logo: a streamlined VT, which is used only for sports and sports merch. The athletic logo is a composite of designs submitted by two Virginia Tech art students--Lisa Eichler of Ch Craft of Roanoke, Va.--to a competition sponsored by the university's art department. It replaced an older of a large V with a T centered inside it, which had debuted in 1957.

**OPPOSER'S
EXHIBIT
D**

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

-----X	:	
HOKIE OBJECTIVE ONOMASTICS	:	
SOCIETY LLC,	:	
	:	
Opposer,	:	Opposition No. 91207895
	:	
v.	:	Serial No.: 85-531,923
	:	
VIRGINIA POLYTECHNIC INSTITUTE	:	
AND STATE UNIVERSITY,	:	
	:	
Applicant.	:	
-----X		

**TRIAL DEPOSITION TESTIMONY TRANSCRIPT AND EXHIBITS
OF BOBBIE JEAN NORRIS FOR APPLICANT VIRGINIA
POLYTECHNIC INSTITUTE AND STATE UNIVERSITY**



06-09-2016

U.S. Patent & TMO/TM Mail Rpt Dt. #11

CERTIFICATE OF SERVICE

I hereby certify that a true and complete copy of the following TRIAL DEPOSITION TESTIMONY TRANSCRIPT AND EXHIBITS OF BOBBIE JEAN NORRIS FOR APPLICANT VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY was served by first class mail on this 9th day of June, 2016, to Opposer's correspondent of record as follows:

Keith Finch, Esq.
The Creekmore Law Firm PC
318 North Main Street
Blacksburg, VA 24060



WILLIAM S. WALKER, JR.

CERTIFICATE OF MAILING UNDER 37 CFR 1.8

I hereby certify that on June 9, 2016 the following document listed below:

TRIAL DEPOSITION TESTIMONY TRANSCRIPT
AND EXHIBITS OF BOBBIE JEAN NORRIS FOR
APPLICANT VIRGINIA POLYTECHNIC
INSTITUTE AND STATE UNIVERSITY

is being deposited with the United States Postal Service as Express Mail for overnight delivery
with sufficient postage as Express Mail in an envelope addressed to:

Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451



WILLIAM S. WALKER, JR.

Hokie Objective Onomastics Society LLC v. Virginia Polytechnic Institute, et al.
Bobbi Jean Norris on 05/12/2016

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

3
4

5 -----
6 HOKIE OBJECTIVE ONOMASTICS :
7 SOCIETY LLC, :
8 :
9 :
10 :
11 :
12 :
13 :
14 :
15 :
16 :
17 :
18 :
19 :
20 :
21 :
22 :
23 :
24 :

Opposer, :
v. :
VIRGINIA POLYTECHNIC :
INSTITUTE AND STATE :
UNIVERSITY, :
Applicant. :

: Opposition No.
: 91207895
: Serial No.
: 85/531,923

12
13
14

15 DEPOSITION OF: BOBBI J. NORRIS

16
17

18 DATE: May 12, 2016 (Thursday)
19 TIME: 9:46 a.m.
20 LOCATION: Virginia Tech Electric Service
21 601 Energy Drive
22 Blacksburg, Virginia 24061
23 REPORTER: Katherine P. Ford, RPR
24 Registered Professional Reporter #19867

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

A P P E A R A N C E S

FOR THE OPPOSER:

KEITH FINCH, ESQ.
JAMES R. CREEKMORE, ESQ.
THE CREEKMORE LAW FIRM
318 N. Main Street
Blacksburg, Virginia 24060
(540) 443-9350
Keith@creekmorelaw.com

FOR THE APPLICANT:

ROBERT S. WEISBEIN, ESQ.
FOLEY & LARDNER LLP
90 Park Avenue
New York, New York 10016-1314
(212) 338-3528
(212) 687-2329
Rweisbein@foley.com

Also Present: Stephen Capaldo

1 I N D E X

2

3 WITNESS:	DIRECT	CROSS	REDIRECT	RECROSS
4 Bobbie J. Norris	5	36	53	--

5

6

7 E X H I B I T S

8

9 EXHIBIT NO.	PAGE
---------------	------

10 FOR THE APPLICANT:

11 Exhibit 4	Email string Sharon Dudding.....	8
12 Exhibit 5A	Charts of Trademarks to 6/2010.....	9
13 Exhibit 5B	Charts of Trademarks 6/2010.....	9
14 Exhibit 6	Email to Licensee from White.....	11
15 Exhibit 7	Spreadsheet.....	14
16 Exhibit 8	Non-Exclusive Trademark.....	15
	Licensing Agreement	
17 Exhibit 9A	Email string Lorraine Watts.....	18
18 Exhibit 9B	Email string Karla Kohlmann.....	19
19 Exhibit 9C	Email string DecWallCreArt.....	21
20 Exhibit 9D	Email string Stacy Zellner.....	22
21 Exhibit 9E	Email string Treasures-Trinkets....	22
22 Exhibit 9F	Email string art@elevenwest.com....	24
23 Exhibit 9G	Email string shollar1@cox.net.....	24
24 Exhibit 10	Color shots of Artwork.....	24

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

E X H I B I T S

EXHIBIT NO.		PAGE
FOR THE APPLICANT:		
Exhibit 11	University Relations..... Policy and Procedures Manual	30
Exhibit 12	Color trademarks.....	31
Exhibit 13	Letter 4-28-16 to Scott Stephens...	33

1 PROCEEDINGS

2 Whereupon,

3 BOBBI J. NORRIS

4 After having first been duly sworn or affirmed to
5 testify to the truth, the whole truth, and nothing
6 but the truth, was examined and testified under oath
7 as follows:

8 DIRECT EXAMINATION

9 BY MR. WEISBEIN:

10 Q. Good morning, Ms. Norris. How are you?

11 A. Good, thanks.

12 Q. Could you state your full name and give
13 your residence address for the record?

14 A. Bobbie Jean Norris, 445 Mill Point
15 Road, Blacksburg, Virginia.

16 Q. And by whom are you employed?

17 A. Virginia Tech.

18 Q. What is your position?

19 A. Special Assistant to the Senior
20 Associate Vice President for University Relations.

21 Q. How long have you held that position?

22 A. Almost eight years.

23 Q. And when did you first start working at
24 Virginia Tech?

1 A. June 2, 2008.

2 Q. And prior to your employment at
3 Virginia Tech, what did you do?

4 A. I was a Federal financial institution
5 regulator for approximately 31 years before I
6 retired.

7 Q. And could you briefly describe your job
8 responsibilities as Special Assistant to the Senior
9 Associate Vice President for University Relations?

10 A. I have oversight for the operational
11 aspects of the division, including budget, finance,
12 human resources. I respond to Freedom of
13 Information Act requests from the public and I have
14 oversight responsibilities for some of the business
15 aspects of the Licensing and Trademark Group, I've
16 worked with Locke White and his successors and
17 Sharon Dunning in that respect.

18 Q. And who did you report to?

19 A. Currently Tracy Vosburgh.

20 Q. Prior to Ms. Vosburgh, whom did you
21 report to?

22 A. Larry Hincker.

23 Q. Is it fair to say that you have direct
24 and personal knowledge of the Virginia Tech

1 licensing operations?

2 A. Yes, it is.

3 Q. Do you have personal knowledge of the
4 steps taken by Virginia Tech to discontinue the use
5 of the trademark registration symbol in connection
6 with the trademark Hokie?

7 A. Yes, I do.

8 Q. Are you familiar with the trademark
9 infringement dispute between Virginia Tech and Hokie
10 Real Estate?

11 A. Yes, I am.

12 Q. And did you play any role in connection
13 with the Hokie Real Estate litigation?

14 A. Yes, I did.

15 Q. What role did you play in connection
16 with that case?

17 A. I oversaw the compilation of the
18 documents that were provided in response to document
19 requests and interrogatories, and I was involved in
20 discussions on actions we would take.

21 Q. In response to Mr. Finch's letter of
22 March 30, 2010, which is Applicant's Exhibit 2, do
23 you know what the first step the University took was
24 to discontinue the use of the R in a circle

1 registration symbol in connection with the Hokie
2 mark?

3 A. Yes, I do. In June of 2010 we
4 instructed LRG, our licensing agent at the time, to
5 revise the artwork that was used in their Trademarx
6 system to include the word Hokie with the TM on it.
7 While we didn't agree with the position stated by
8 The Creekmore Law Firm, we just believed that we
9 should just make it a moot point by going ahead and
10 taking the action.

11 Q. I would like to show you what we will
12 mark as Applicant's Exhibit 4, an email string
13 between Sharon Dudding and Kevin Phillips dated June
14 9, 2010.

15 (Applicant's Exhibit 4, Email, marked
16 for identification.)

17 Q. Can you identify this document for me?

18 A. Yes. This is an email string between
19 Sharon Dudding and our licensing and trademarks
20 office and representatives of LRG instructing them
21 on June 9, 2010, to add Hokie with the TM to the
22 artwork, to the verbiage section of the artwork
23 page.

24 Q. And was that, in fact, done, to your

1 knowledge?

2 A. Yes, it was.

3 Q. Now, I would like to mark as exhibit,
4 Applicant's Exhibit 5A and 5B, two charts or, yeah,
5 I guess charts of Virginia Tech trademarks and then
6 I will ask you some questions about them. Let's
7 make this 5A and 5B.

8 (Applicant's Exhibit 5A, Trademark
9 chart, marked for identification.)

10 (Applicant's Exhibit 5B, Trademark
11 chart, marked for identification.)

12 Q. Ms. Norris, could you tell me what
13 Exhibits 5A and 5B represent?

14 A. These are the artwork sheets used by
15 our agent LRG that are attached to all of our
16 contracts with our licensees and is available in
17 their online system.

18 5A is the one that was in effect up
19 until June of 2010. 5B is the one that was placed
20 in effect in 2010. The difference between the two
21 is on page 13 of both documents and that we
22 instructed them to add Hokie with the TM to it.
23 Prior to that, it only had Hokies with an R.

24 We and all of our vendors viewed Hokie

1 with an R as simply the singular of Hokies and was
2 using it with an R up until then.

3 Q. So looking at Applicant's Exhibit 4, it
4 is my understanding that those are the instructions
5 that Ms. Dudding gave to the LRG representative,
6 Mr. Phillips, to change the artwork page. Correct?

7 A. That's correct.

8 Q. Then Exhibit 5B is the artwork page
9 that was revised as a result of the instructions in
10 Applicant's Exhibit 4. Is that correct?

11 A. Yes.

12 Q. Other than changing the artwork page to
13 reflect the Hokie trademark with the TM designation
14 beside it, did the University take any other steps
15 to implement its decision to no longer use the R in
16 the circle in connection with the Hokie trademark?

17 A. Yes, we did.

18 Q. Could you tell me what the next step
19 that you recall was?

20 A. There were a series of steps in March
21 of 2011 that we took. One of them was to instruct
22 LRG, again our licensing agent, to send an email to
23 our 600-plus vendors, licensees, instructing them
24 that they could no longer use the circle R with

1 Hokie and that Hokie singular would always be
2 accompanied by a TM.

3 Q. Okay. Let's mark as Applicant's
4 Exhibit 6 an email dated March 15, 2011 from Jack
5 Landrigan.

6 (Applicant's Exhibit 6, Email, marked
7 for identification.)

8 Q. Can you tell me what Applicant's
9 Exhibit 6 is?

10 A. This is an email from Jack Landrigan at
11 LRG to all of Virginia Tech's licensees, it would
12 have been about 600 or so at the time, forwarding a
13 message from Locke White to them advising them of
14 our position on using Hokie with the -- always with
15 the TM.

16 Q. Just so the record is clear, who was
17 Locke White?

18 A. Locke White was the director of
19 licensing at the time.

20 Q. Can you read into the record the entire
21 text of what, of the email message that was sent to
22 all of your 600-plus licensees?

23 A. It starts with "Virginia Tech has
24 requested that LRG forward the following update to

1 their graphic identity program on their behalf.
2 Please do not reply to this email notice directly.
3 If you have questions or require further information
4 please direct all inquiries to Sharon Dudding via
5 email at duddings@vt.vdu."

6 And then the message is "Dear licensee,
7 We need to address a couple of questions that have
8 recently been brought to our attention regarding
9 Virginia Tech trademarks and the use of," it is a
10 blank here but it's a circle R, "and TM. The name
11 Hokies in the plural form will continue to be
12 designated with a circle R in connection with the
13 sale of the vast majority of licensed merchandise.
14 The singular form Hokie should now always be
15 designated with TM. This change was made several
16 months ago on our artwork on LRG Trademarx online,
17 but we wanted to bring it to your attention again.
18 Many of the Virginia Tech trademarks are designated
19 as registered with the circle R for a substantial
20 number of different goods as listed on the
21 registrations. However, there are a small number of
22 licensed goods that may not be listed in the
23 registrations. The correct marking on these goods
24 will therefore be TM depending on the nature of the

1 goods."

2 Then in bold, "The Virginia Tech
3 Licensing Department will make the determination of
4 whether the circle R or TM is needed when the
5 product sample and/or artwork are submitted and you
6 will be informed of any required changes. Please
7 remember that you are required to submit all artwork
8 for every production run, even if the artwork has
9 been approved in the past. This will eliminate any
10 possible inadvertently improper marking that might
11 arise in the future. We look forward to working
12 closely with each of you to make the upcoming school
13 year a record-breaking year. Thanks, Locke White,
14 Director of Licensing."

15 Q. Did the University take any other steps
16 to implement this new policy of only using the TM in
17 connection with the Hokie trademark other than what
18 we've already talked about?

19 A. Yes, we did. Sharon Dudding, the
20 licensing technician, put together a spreadsheet
21 that listed all of our registered marks and all of
22 the classes and goods in which they were registered
23 which she could use as a reference on a daily basis
24 whenever artwork came in to make sure she was

1 instructing licensees regarding the proper mark.

2 In addition, we revised our artwork
3 sheet again to include a prominent note advising our
4 licensees about the need for TM versus the R.

5 Q. I would like to mark as Applicant's
6 Exhibit 7 the Dudding, what we will call the Dudding
7 spreadsheet or chart.

8 (Applicant's Exhibit 7, Spreadsheet,
9 was marked for identification.)

10 Q. Ms. Norris, can you explain to me what
11 Applicant's Exhibit 7 is?

12 A. This is an Excel spreadsheet that
13 Sharon Dudding put together that lists all of our
14 registered marks across the top and the classes and
15 the goods for each of those going on the left-hand
16 column. This way she has a reference point whenever
17 artwork comes in that she can look and see if an
18 item is listed on here, it receives an R, the circle
19 R. If it's not, it receives a TM.

20 Q. And do you know approximately when this
21 spreadsheet, Applicant's Exhibit 7, was created?

22 A. It was done March of 2011, in that same
23 general time frame as the email that was sent out to
24 our licensees.

1 Q. And you also testified that you, at
2 around that time or in addition to the steps that
3 you just said, that you also again revised the
4 artwork page. Is that correct?

5 A. Yes, it is.

6 Q. So I would like to mark as Applicant's
7 Exhibit 8 a copy of the Virginia Polytechnic
8 Institute and State University Non-Exclusive
9 Trademark Licensing Agreement.

10 (Applicant's Exhibit 8, Agreement,
11 marked for identification.)

12 Q. Could you please explain to me what
13 Exhibit 8 is?

14 A. This is the standard licensing
15 agreement that LRG used with our licensees. And
16 attached to it, beginning at page 11, is the artwork
17 sheet which, again, goes with all of the licensees'
18 licenses and is placed on the website for reference
19 for all of the licensees.

20 Q. And do you recall what it was in
21 Attachment A that was revised in respect to the new
22 policy to only use TM with respect to the mark
23 Hokie?

24 A. We added the -- a note at the top of

1 the page to bring attention to the fact that some
2 articles use circle R and some use TM.

3 Q. Could you read into the record the
4 sentence beginning "However"?

5 A. "However, there are some licensed goods
6 that may not be listed in the registrations. The
7 correct marking on these goods might therefore be TM
8 depending on the nature of the merchandise. The
9 Virginia Tech Licensing Department will make that
10 determination when the product sample and/or artwork
11 are submitted. Some of the Virginia Tech trademarks
12 are not registered and should be marked with TM as
13 noted below."

14 Q. And could you turn to page 14.

15 A. Okay.

16 Q. And does the trademark Hokie appear
17 anywhere on that page?

18 A. Yes, it does. It appears in the
19 verbiage section about two-thirds of the way down
20 with a TM.

21 Q. Thank you. When, approximately, would
22 this license agreement have been, or not the license
23 agreement per se but Exhibit A, Schedule A have been
24 revised, Attachment A?

1 A. In March of 2011, around the same time
2 as the other two.

3 Q. Now, before you mentioned Ms. Dudding.
4 Who was Ms. Dudding, what is her position with the
5 University, and what are her responsibilities?

6 A. Her title at the time was Licensing
7 Technician, and her primary responsibility or what
8 she spends the vast majority of her time on is
9 reviewing the artwork as it comes in from licensees.
10 Most of it comes in through an online system and she
11 goes online and reviews them and either approves,
12 disapproves, or requires changes.

13 Some of it comes via email because
14 vendors have worked with her over the years and they
15 will send it to her before they actually load it
16 into the online system. But by far the vast
17 majority of her time that we get probably between
18 8,000 and 10,000 pieces of artwork a year that she
19 reviews.

20 Q. Do you work with her in connection with
21 these reviews?

22 A. Intermittently, yes. She has a direct
23 supervisor, but at times there has been a vacancy in
24 the position and on a routine basis if there are

1 questions she will come to me.

2 Q. Now, in exhibit, Applicant's Exhibit 6,
3 which you read into the record, was the email giving
4 notification of the new TM policy. Correct?

5 A. Yes.

6 Q. At the top it said "If you have any
7 questions or require further information please
8 direct all inquiries to Sharon Dudding via email at
9 duddings@vt.vdu.

10 Do you remember reading that into the
11 record?

12 A. Yes, I do.

13 Q. Did Ms. Dudding, in fact, receive
14 inquiries as a result of this email, Applicant's
15 Exhibit 6?

16 A. Yes, she did.

17 Q. I would like to mark as Applicant's
18 Exhibit 9A an email exchange between Sharon Dudding
19 and Lorraine Watts dated March 16, 2011.

20 (Applicant's Exhibit 9A, Email, marked
21 for identification.)

22 Q. Can you tell me what Exhibit 9A is?

23 A. This is an email exchange between one
24 of our licensees, Dolly Hosiery Mill, Inc. and

1 Sharon Dudding dated March 16, 2011, the day after
2 LRG sent out the email advising people, advising our
3 licensees about the R versus the TM.

4 Ms. Watts is writing "Regarding the
5 Virginia Tech trademark, we only use the standing
6 Hokie on our licensed products with the R. Please
7 let me know if this is not correct."

8 And Ms. Dudding responds back "There
9 are certain classifications on categories of
10 products we are registered for and circle R should
11 be used with those goods. With products that do not
12 fall into those categories, a TM should be used.
13 Hokie singular always will get a TM. Hokies plural,
14 depending on the product, will get a circle R or a
15 TM. When you submit our artwork and/or samples you
16 will be told which one you should use. Please just
17 follow our instructions when you submit on
18 Trademarx. Hope this helps."

19 Q. I would like to show you what we will
20 mark as Applicant's 9B, an email exchange dated
21 April 21, 2011 between Ms. Dudding and Karla
22 Kohlmann.

23 (Applicant's Exhibit 9B, Email, marked
24 for identification.)

1 Q. Ms. Norris, can you describe what
2 Exhibit 9B is?

3 A. This is an email exchange between a
4 vendor, Karla Kohlmann, of 4imprint, and Sharon
5 Dudding regarding changes needed to the artwork that
6 they had submitted.

7 Q. And what advice did Ms. Dudding provide
8 to Ms. Kohlmann?

9 A. She asked her to "Please correct
10 artwork. Hokies needs to have a TM, the Hokie Bird
11 needs to have a TM, and Virginia Tech needs to have
12 a TM. There are certain categories of products that
13 we are registered for and circle R should be used
14 with these goods. If products do not fall into
15 these categories a TM should be used. When you
16 submit your artwork on Trademarx you will be told if
17 a change is needed. Please follow our instructions
18 when you submit on Trademarx."

19 And she re-forwards the email that LRG
20 sent out on March 15, 2011.

21 Q. Thank you. I would like to show you
22 what we will mark as Applicant's 9C, which is an
23 email string between Ms. Dudding and DecWallCreArt,
24 dated May 3, 2011.

1 (Applicant's Exhibit 9C, Email, marked
2 for identification.)

3 Q. Ms. Norris, can you please tell me what
4 Applicant's Exhibit 9C is?

5 A. It's an email exchange between Sharon
6 Dudding and Decorative Walls and Creative Arts
7 regarding the use of our marks, in particular the
8 licensee, Decorative Walls, asks "Sharon, I'm
9 ordering the mascot Hokie. Will all future marks be
10 TM or is this just for the sample for the licensing
11 review?"

12 Sharon responds "There are certain
13 categories of products that we are registered for
14 and circle R should be used with those goods. With
15 products that do not fall into those categories, a
16 TM should be used. When you submit your artwork on
17 Trademarx you will be told if a change is needed.
18 Your ottoman table storage unit will need to have a
19 TM. Please let me know if you have any other
20 questions."

21 Q. Thank you. I would like to show you
22 what we will mark as Applicant's 9D, which is an
23 email string between Ms. Dudding and Stacy Zellner
24 dated June 1, 2011.

1 (Applicant's Exhibit 9D, Email, marked
2 for identification.)

3 Q. Could you please tell me what this
4 email reflects?

5 A. This is an email between Sharon Dudding
6 and College Concepts. She is re-forwarding the LRG
7 email from March 15 and is advising her, Stacy
8 Zellner is her name, "There are certain categories
9 of products that we are registered for and circle R
10 should be used with those goods. With products that
11 do not fall into those categories, a TM should be
12 used. When you submit your artwork on Trademarx you
13 will be told if a change is needed. No new artwork
14 page will be added."

15 Ms. Zellner responds "Thank you for
16 your rely. I will forward to our art department so
17 they are aware of these TM and circle R
18 requirements."

19 Q. I would like to show you next what
20 we'll mark as Applicant's Exhibit E, an email string
21 between Ms. Dudding and Debra at Treasures &
22 Trinkets dated June 8, 2011.

23 (Applicant's Exhibit 9E, Email, marked
24 for identification.)

1 Q. Ms. Norris, could you please describe
2 to me what exhibit, Applicant's Exhibit 9E reflects?

3 A. It's an email exchange June 8, 2011
4 between Ms. Dudding and treasure-trinkets.com.
5 Treasure & Trinkets is asking "May I ask why this
6 product needs a TM instead of the circle R? I've
7 looked at the logo in the EPS file posted here and
8 it has a circle R. Other products I've seen out in
9 the marketplace, such as watches, USB sticks,
10 T-shirts, hats, et cetera, all have the circle R."

11 And Sharon responds "There are certain
12 categories of products that we are registered for
13 and circle R should be used with those goods. With
14 products that do not fall within those categories, a
15 TM should be used, in this case is a bracelet. When
16 you submit your artwork on Trademarx you will be
17 told if a change is needed."

18 She goes on to say "There was an email
19 that went out from LRG around March 15th or 16th.
20 Virginia Tech has requested that LRG forward the
21 following update to their graphic identity program
22 on their behalf." And then she forwards, again, the
23 rest of the message that went out on March 15th.

24 Q. Thank you. I will like to show you

1 what we will mark as Applicant's Exhibit 9F, an
2 email exchange between Ms. Dudding and
3 elevenwest.com dated June 9, 2011.

4 (Applicant's Exhibit 9F, Email, marked
5 for identification.)

6 Q. Can you describe for me what is
7 reflected in the June 9th email, which is
8 Applicant's Exhibit 9F?

9 A. This is an email from Sharon Dudding to
10 Eleven West, one of our licensees, and she is
11 forwarding, again, the March 15, 2011 email from LRG
12 and is advising them "There are certain categories
13 of products that we are registered for and circle R
14 should be used with those goods. With products that
15 fall in those categories, a TM should be used. When
16 you submit your artwork on Trademarx, you will be
17 told if a change is needed."

18 Q. Thank you. I would like to show you
19 what we will mark as Applicant's 9G, which is an
20 email string between Locke White and Steve Hollar,
21 dated June 15, 2011.

22 (Applicant's Exhibit 9G, Email, marked
23 for identification.)

24 Q. Could you describe for me what is

1 reflected by Applicant's 9G?

2 A. It's an email exchange between Steve
3 Hollar and Locke White regarding their product and
4 artwork approval. They had several questions to
5 which Locke responded within the email to -- in one
6 place he asks "My products generally fall into two
7 material categories: Glassware and Corian products.
8 I understand that each product needs to have its own
9 TM/R decision, but as a general rule for me to
10 initially produce a product for approval."

11 And Locke responds "The determination
12 as to whether a product needs a circle R or a TM is
13 based on what the product is and not what it is made
14 of. For instance, Hokies is registered for a number
15 of different categories of products like precious
16 metals, paper articles, and clothing. Under each
17 major category there is a specific list of products.
18 For instance, in the category of clothing there are
19 T-shirts, sports shirts, sweat pants, and others.
20 If a product is on the list, like T-shirts, it would
21 get a circle R. If, however, the product was socks,
22 it would get a TM because socks is not listed."

23 He goes down further in No. 3 down the
24 page and Steve Hollar asks "Does Hokies, which

1 normally has the R mark, also have a TM issue? In
2 other words, if I'm instructed to use the TM for the
3 VT logo on a particular product, I can assume that
4 if I use the Hokies phrase on that product should
5 also use the TM with Hokies on that product?"

6 And Locke White responds "The
7 determination of circle R or TM for Hokies is,
8 again, made case by case for each product. However,
9 the name Hokie singular will always get the TM, no
10 matter what the product is."

11 Q. Thank you. To your knowledge, do these
12 sorts of inquiries still come into Ms. Dudding?

13 A. Yes, they do.

14 Q. And does she respond in a similar
15 manner to the way she responded in Applicant's
16 Exhibits 9A through 9G?

17 A. Very much so. I don't think she's
18 routinely forwarding an email that is that old, but
19 she explains to them that the TM should always be
20 used with the singular Hokie.

21 Q. And is that the policy of the
22 University to this day that the use of the Hokie
23 trademark should always be used in connection with
24 the TM designation as opposed to the R in a circle

1 designation?

2 A. Yes, it is.

3 Q. I would like to mark as Exhibit 10,
4 Applicant's Exhibit 10 some screen shots from the
5 MyiCLC artwork page.

6 (Applicant Exhibit 10, Screen shots,
7 marked for identification.)

8 Q. Could you please describe for me what
9 you have in front of you that's identified as
10 Applicant's Exhibit 10?

11 A. These are screen shots of artwork that
12 come through through the MyiCLC system, which is the
13 online system that licensees currently submit their
14 artwork through and that Ms. Dudding approves or
15 disapproves or suggests changes to.

16 Q. Now, before you testified that your
17 licensing agent, LRG, had an online system called
18 Trademarx. Correct?

19 A. Correct.

20 Q. And subsequently you switched licensing
21 agents. Correct?

22 A. Yes, July 1st of 2012 we switched to
23 Collegiate Licensing Company and their system is
24 MyiCLC.

1 Q. And is that similar to the LRG
2 Trademarx system?

3 A. It is similar in that the artwork is
4 submitted there for approval, yes.

5 Q. Can you just describe for us what is
6 shown, for example, on the first page of Applicant
7 Exhibit 10 which is Bates stamped VT-HOOS, period
8 HOOS, H-O-O-S, and then 000001.

9 A. These are screen shots from the artwork
10 system. On the right-hand side is a shot of the
11 artwork as it's been submitted and on the left-hand
12 side are the comments to the vendor as to what needs
13 to be done. In the first case this is artwork with
14 a "VT" inside of a heart and then "Hokie Love."
15 Hokie here has a circle R on it. And Virginia Tech,
16 in this case Sharon Dudding, is telling them to
17 please replace the registered mark on Hokie with a
18 TM.

19 Q. What is the date of those comments?

20 A. September 19, 2012.

21 Q. And can you describe what you see on
22 the second page, Bates page 2?

23 A. It is the same type of page with the
24 artwork on the right-hand side and comments on the

1 left. The artwork has a Hokie with a circle R state
2 of mind with VT under it. And on September 24th,
3 Virginia Tech responded "For the word Hokie, please
4 replace the registered mark with a TM."

5 Q. From your review of Applicant Exhibit
6 10, is it fair to say that, without having to go
7 through each and every page, that the remaining
8 pages of the Applicant Exhibit 10 show similar uses
9 of Hokie by the licensee, and Ms. Dudding asking the
10 licensee to replace the R in a circle with a TM
11 designation?

12 A. Yes. The dates go from 2012 into 2014,
13 excuse me, 2015.

14 Q. And Ms. Dudding is still operating in
15 the same manner where she reviews each of the
16 submissions by the licensees, and if there is an
17 improper use of the TM or R in a circle designation,
18 she corrects it and informs the licensee about the
19 proper usage. Correct?

20 A. Yes, that's correct, her
21 responsibilities are essentially the same.

22 Q. Now, I believe that Mr. Hincker
23 testified that the policies and procedures manual
24 was revised as well as part of implementing this

1 policy to use the TM instead of the R in the circle
2 with the Hokie mark. Is that correct?

3 A. Yes, it was. We did that in the summer
4 of 2011, July, I believe.

5 Q. I would like to mark as Applicant's
6 Exhibit 11 for identification the relevant pages
7 from the Virginia Tech University Relations Policy
8 and Procedure Manual revised July of 2011.

9 (Applicant's Exhibit 11, Manual, marked
10 for identification.)

11 Q. Can you tell me what change was made in
12 the policy and procedures manual as of July 2011?

13 A. As it relates to the licensing section,
14 which is what's presented here, it starts on page 30
15 and goes to 35, I think, yes, top of 36. The most
16 significant changes were on page 32 and 33 where we
17 broke out the registered marks from the trademarks
18 and added the Hokie with the TM into the list of
19 marks.

20 Q. And the Hokie with the TM as shown on
21 page 33. Correct?

22 A. Yes, and it states that "The University
23 also uses the following marks which must always bear
24 the TM trademark symbol." It lists Hokie TM as the

1 first mark.

2 Q. Thank you. Have any other changes been
3 made or steps taken to make sure that TM is always
4 used in connection with the Hokie trademark?

5 A. Yes. We are always trying to make sure
6 we have better communication with our licensees.
7 The most recent change to the artwork sheet was made
8 in September of 2015.

9 Q. Let's mark as Applicant's Exhibit 12
10 the September 15 -- September 2015 artwork page.

11 (Applicant's Exhibit 12, Artwork page,
12 marked for identification.)

13 Q. What was the revision to the artwork
14 page that was made in September of 2015?

15 A. We've previously had two artwork pages,
16 one for the R and one for the TM. And what we did
17 in this case was we put all of the TMs on the first
18 page and we added, changed the second page to
19 include just the registered marks and the classes
20 for which they are registered. That way it is
21 clearer for our licensees to tell which ones need
22 the circle R mark.

23 At the top of the first page in the
24 verbiage section, again, we have Hokie listed with

1 the TM and we have a note on the bottom right-hand
2 side that says "Note, some of Virginia Tech's marks
3 require different designations, TM versus R,
4 depending on the product category. Please consult
5 the chart on the following page for a list of all of
6 the products in which each mark is Federally
7 registered."

8 The artwork page is on CLC's website
9 for vendors and the logos are in their
10 logo-on-demand system so the vendors can go in there
11 and pull off the logos for actual use.

12 Q. Now, from your testimony, it is clear
13 that the University has taken a number of steps to
14 implement the policy that its licensees always use
15 the TM designation in connection with the Hokie
16 trademark as opposed to the R in a circle
17 registration.

18 My question to you, Ms. Norris, is from
19 time to time do you become aware of instances where
20 licensees are not properly using the TM designation
21 in connection with the Hokie trademark?

22 A. Sure, it comes up, and when it does
23 come up we look into it and we take action if it's
24 appropriate. Often it's -- we find that it's old

1 merchandise that has actually been out there since
2 prior 2010 when we find these violations.

3 Other times, recently, for example, we
4 actually suspended a license of someone who had
5 continued to use the R with the Hokie mark, even
6 though we had repeatedly asked them to discontinue
7 it.

8 Q. And I would like to mark as Applicant's
9 Exhibit 13 a letter dated April 28, 2016 from
10 Collegiate Licensing, your licensing agent, to your
11 licensee, Virginia Diner, Inc.

12 (Applicant's Exhibit 13, Letter
13 4/28/16, marked for identification.)

14 Q. Could you tell me what Applicant
15 Exhibit 13 is?

16 A. It's a letter from LaTonya Washington,
17 associate counsel at Collegiate Licensing Company,
18 to Scott Stephens at Virginia Diner, Inc. dated
19 April 28, 2016. It was sent at our request.

20 Q. What was the issue here?

21 A. The issue was they produce and sell a
22 product called Hokie Nuts and Hokie Nuts was using
23 the wrong label. We had talked with them several
24 times and had correspondence with them several times

1 that they needed to discontinue the use. We allowed
2 them to go through the labels that they had at the
3 time, that goes back to probably 2013 or 2014. But
4 they had been instructed that once they went through
5 those they had to stop.

6 At the spring game this year we found
7 that -- we found that they were still selling them
8 with the R instead of the TM. And when contacted,
9 they admitted that they had printed more --
10 inadvertently printed more labels and were using
11 them. We felt we had no choice other than to
12 suspend their license until they corrected the
13 problem.

14 Q. Thank you. I would like to ask you a
15 couple of questions regarding the documents that we
16 looked at this morning, specifically documents
17 Applicant's Exhibit 4 through 13. Were each of
18 these records made in the regular course of
19 business?

20 A. Yes, they were.

21 Q. And to the extent these records were
22 not made by Virginia Tech, were they received by
23 Virginia Tech in the regular course of business?

24 A. Yes, they were.

1 Q. Were the records ones that were
2 routinely made and kept in the regular course of
3 business?

4 A. Yes.

5 Q. To your knowledge, were the records
6 made at or near the time of the events that are
7 recorded in the various emails, et cetera, that we
8 looked at?

9 A. Yes.

10 Q. Were the records made by a person with
11 knowledge of the information that was being
12 transmitted?

13 A. Yes.

14 Q. And are these documents that we looked
15 at, these various exhibits, used and relied upon by
16 Virginia Tech in the transaction of its business?

17 A. Yes.

18 MR. WEISBEIN: I would like to move
19 into evidence all of the exhibits that Ms.
20 Norris testified about, which would be
21 Applicant's Exhibits 4 through 13. Are there
22 any objections?

23 MR. FINCH: No objections.

24 ///

1 (Exhibit 4 - 13 were moved into
2 evidence.)

3 Q. Ms. Norris, I have no further
4 questions.

5 MR. FINCH: Can we take a break and let
6 us confer outside?

7 MR. WEISBEIN: Sure.

8 (A recess was taken from 10:37 a.m. to
9 10:45 a.m.)

10 CROSS EXAMINATION

11 BY MR. FINCH:

12 Q. Ms. Norris, I'm looking at Applicant's
13 Exhibit 8, which is the Non-Exclusive Trademark
14 Licensing Agreement, and I see from Section 7.2 on
15 page 5 that the licensee is supposed to obtain
16 royalties quarterly in April, July, October, and
17 January. Is that right?

18 A. Yes.

19 Q. Did Virginia Tech generate a list of
20 all licensees paying royalties and send
21 communications to them explaining the difference
22 between the TM symbol and the circle R symbol?

23 A. Virginia Tech asked LRG to email them
24 in March of 2011 as it relates to the Hokie mark.

1 Q. Let me phrase the question differently,
2 and with a bit of context.

3 Several of these exhibits, in fact, the
4 majority of the exhibits that were introduced during
5 your direct testimony involve licensees writing to
6 Virginia Tech with questions about using the TM or
7 the circle R. Right?

8 MR. WEISBEIN: I object to the form of
9 the question.

10 Q. I will go ahead and repeat the question
11 and I would like for you to answer it.

12 We've got several emails, mostly in
13 Exhibit 9A and 9B and so forth, in which licensees
14 write to Virginia Tech with questions about using
15 the TM or circle R. Right?

16 A. Yes.

17 Q. These communications were initiated by
18 the licensees?

19 A. Without looking at each one that we
20 presented, most likely.

21 Q. I see. Well, we can, for example, look
22 at Exhibit 9, the first of these, if you can take a
23 look at that.

24 Now, this is a message from Lorraine

1 Watts to Sharon Dudding. Right?

2 MR. WEISBEIN: Just so the record is
3 clear, Applicant's Exhibit 9A, not 9.

4 MR. FINCH: I apologize.

5 Q. So Virginia Tech didn't initiate
6 contact in connection with this issue?

7 A. Not this particular email.

8 Q. In fact, none of the exhibits, Exhibit
9 9A and none of the Exhibit 9 exhibits involve
10 initiation of contact by Virginia Tech related to
11 the circle R versus TM issue. Correct?

12 A. Again, I can't say that without looking
13 at each one of them. Actually the one 9C, the
14 initial email is from Sharon to Decorative Walls and
15 Creative Art, she started the string of emails. And
16 in --

17 Q. But if I may, that related to an
18 insurance certificate. Correct?

19 A. The initial email did, yes.

20 Q. So it was the licensee that wrote back
21 asking about TM versus circle R?

22 A. Actually the initial question is "The
23 Virginia Tech ottoman that I'm building will be
24 constructed without the end caps mark." It is not

1 clear what she's asking about.

2 Q. I understand.

3 A. And the one with Karla Kohlmann dated
4 April 21, 2011, was actually initiated within the
5 Trademarx online system.

6 Q. Which exhibit number is that?

7 A. That is 9B. It was originated within
8 the system. It does appear 4imprint initiated the
9 comment, "Resubmitting again, but there is a TM
10 after Virginia Tech. If you need the Hokie logo TM
11 instead of the circle R please refer to the logo."

12 Q. That was in connection with approval of
13 new artwork?

14 A. I can't tell you if it's new artwork or
15 artwork being resubmitted.

16 Q. But one of those?

17 A. Yes. 9F is an email from Sharon to
18 Eleven West. It's not clear how that originated
19 because there's no email from Eleven West on there.

20 Q. Uh-hmm.

21 A. 9E was initiated by Treasure & Trinkets
22 through the Trademarx online system.

23 Q. Okay.

24 A. 9G, the full email string is not here,

1 but the email from Steve Hollar started with "Yes, I
2 have a few more questions." Steve Hollar was a
3 licensee. I think that's all of them.

4 Q. Now, you also testified with respect to
5 Exhibit 10, which is from the Trademark Approval
6 System online?

7 A. Yes, the MyiCLC.

8 Q. So these involve licensees submitting
9 new artwork or resubmitting old artwork. Is that
10 it?

11 A. It could be either.

12 Q. If a licensee did not write to Virginia
13 Tech like in the email messages that we saw in
14 Exhibit 9 or submit new artwork or resubmit old
15 artwork as we see in Exhibit 10, did Virginia Tech
16 take any action with respect to those licensees?

17 A. I am not sure I understand your
18 question.

19 Q. Suppose a licensee did not write to
20 Sharon or somebody else at Virginia Tech saying,
21 "Should I use the circle R or TM?" And also did not
22 submit new artwork or resubmit old artwork, okay?
23 So the licensee is just silent, they are not doing
24 anything in response to the LRG email, if they

1 received that.

2 Would Virginia Tech take any action
3 with respect to that licensing?

4 A. I think it would depend on the
5 situation.

6 Q. Well, suppose the licensee was paying
7 royalties? If a licensee is paying royalties, then
8 it must be making sales. Right?

9 A. Yes.

10 Q. I am seeing several of these messages,
11 I will just take one at random, Exhibit 9E, which is
12 a message from Sharon Dudding to Treasuries &
13 Trinkets, and it includes the text of the LRG
14 message.

15 The last sentence of the LRG message is
16 "Please remember that you are required to submit all
17 artwork for every production run, even if the
18 artwork has been approved in the past." Right?

19 A. Yes, that's what it says.

20 Q. So any licensee who is paying royalties
21 to Virginia Tech must be making sales. Correct?

22 A. Yes.

23 Q. And Virginia Tech would receive those
24 payments on a quarterly basis?

1 A. Yes.

2 Q. So if Virginia Tech had not received
3 any new artwork or resubmitted artwork from a
4 licensee or if they hadn't communicated to Virginia
5 Tech like in these emails from Exhibit 9, would
6 Virginia Tech contact them and ask them why they
7 hadn't submitted their artwork or resubmitted their
8 artwork?

9 A. Just because they hadn't submitted any
10 artwork did not mean they did not have product out
11 there they were already selling. There would be no
12 way to look at the royalty report unless it was a
13 new licensee and determine whether they submitted
14 work.

15 Q. Did Virginia Tech generate a list of
16 all licensees paying royalties and ask them why they
17 hadn't submitted new artwork or resubmitted old
18 artwork?

19 A. No.

20 Q. The message said: Submit all artwork
21 for every production run even if it had already been
22 approved in the past?

23 A. Yes.

24 Q. So Virginia Tech took no steps to

1 enforce that last sentence of the LRG message.

2 Right?

3 A. I don't believe that's an accurate
4 representation.

5 Q. Well, what did Virginia Tech do to make
6 sure that these people who kept on paying royalties
7 quarter after quarter year after year were in
8 compliance with the new requirement to use the TM
9 symbol instead of the circle R symbol?

10 A. Our licensing agent periodically
11 conducts audits of licensees. If they find problems
12 then they report it to us.

13 Q. And how often does that happen?

14 A. How often does what happen?

15 Q. You said periodically. What's the
16 period?

17 A. It varies depending on the schedule.
18 They have hundreds of universities that they audit
19 for and that they are an agent for. They wrap the
20 audits together, so it varies depending on their
21 schedule.

22 Q. Did they actually audit any of your
23 licensees during the period between the sending of
24 this LRG email in mid March 2011 and now?

1 A. I don't know.

2 Q. Did Virginia Tech go back and look at
3 all the old artwork by licensees who were paying
4 royalties to see if any of those required
5 correction?

6 A. No, we did not.

7 Q. Did anyone from Virginia Tech visit
8 stores on campus to check and see whether any
9 merchandise bearing the term Hokie with a circle R
10 was for sale there?

11 A. Yes, we did.

12 Q. And when did you make those visits?

13 A. I can't give you exact dates, our
14 licensing director goes out periodically and visits
15 with all of the local vendors.

16 Q. Well, I was asking about the stores on
17 campus in particular.

18 A. All of the University bookstores?

19 Q. Yes.

20 A. Yes, she is to go out to those, too. I
21 go out to those periodically.

22 Q. There is more than one place that
23 things are sold on campus besides just the
24 University bookstore. Right? There's like stuff

1 sold at the athletic venues. Right?

2 A. Those are all -- that's from the
3 bookstore.

4 Q. Okay, I am thinking of the building the
5 bookstore, but the bookstore is an entity that runs
6 all of that operation, is that it?

7 A. The bookstore runs the operation in the
8 coliseum and the location outside of the coliseum.

9 Q. Did anyone at Virginia Tech tell the
10 bookstore to stop selling merchandise with Hokie in
11 the circle R mark?

12 A. No, we did not. We didn't tell any of
13 our vendors to stop selling the merchandise that
14 they already had in circulation. It was on a going-
15 forward basis we decided that there was little
16 likelihood of confusion in the market and we didn't
17 agree with the position anyway, so we left it out
18 there and told them they could go through the
19 inventory that they had in stock.

20 Q. Thanks. My question was about the
21 bookstore. I will ask the same question about local
22 vendors here in Blacksburg, that is to say did
23 anybody in Virginia Tech go and check those stores
24 to see whether they were selling merchandise with

1 the circle R and the term Hokie?

2 A. As I said in reference to the
3 bookstore, our licensing director goes out on a
4 regular basis with local vendors and checks.

5 Q. Did that licensing director check to
6 see whether merchandise with Hokie in the circle R
7 was being sold at those locations?

8 A. I don't know if it was done at the
9 time. Again, we didn't think it was really
10 significant because we had told them not to do it
11 going forward.

12 Q. Would it surprise you to know that it
13 was still possible to buy products with Hokie in the
14 circle R on campus in July of 2013?

15 A. Not necessarily. As I mentioned
16 before, some of them had large stocks and we told
17 them they could sell it until it was gone.

18 Q. Would it surprise you to know that
19 products were being manufactured with the term Hokie
20 and the circle R in November of 2012?

21 A. Again, there is human error involved.
22 Even though we tell people, sometimes it happens
23 regardless. We have a very stringent process of
24 following up when we do find it happens.

1 Q. Turning now to Applicant's Exhibit 13,
2 this is a letter from last month to Virginia Diner.
3 When did Virginia Tech first learn that Virginia
4 Diner was selling products with the incorrect
5 labeling?

6 A. I don't know exactly. I know we've had
7 correspondence with them back to probably 2013.

8 Q. Didn't Virginia Tech receive an image
9 of an improperly labeled Hokie Nuts package using
10 the circle R with the word Hokie in January/February
11 2010 in connection with the Hokie Real Estate case?

12 A. I don't recall.

13 Q. Wasn't Hokie Nuts identified as one of
14 these mislabeled products in the discovery response
15 in connection with that case?

16 A. I believe it was.

17 Q. Now, you testified with respect to
18 Exhibit 13 that Virginia Diner initially was
19 notified of the problem with its labeling but was
20 given the opportunity to exhaust its then-existing
21 stocks of product. Right?

22 A. Exhaust its existing stock of labels.

23 Q. Thank you. So when Virginia Tech gave
24 Virginia Diner that permission, how did it inform

1 Virginia Diner that it was giving that permission?

2 A. I don't recall if it was by an email or
3 phone call. There was a lot of back and forth
4 between the two.

5 Q. When that back and forth took place,
6 how many more incorrect labels did Virginia Diner
7 propose to continue using?

8 A. I don't remember. They had two
9 products: One is in a can and one is in the bags.
10 The cans they corrected immediately because they did
11 not have as many of the labels for the cans. It was
12 the bagged product that they had a lot of labels
13 left and they asked permission to sell those
14 through. We told them they could. And we thought
15 they had sold through and we found out that last
16 year they were -- they had not sold them through.

17 Sales were lower than they expected and
18 they were continuing to sell them, at which time we
19 told them that was it. They had to stop
20 immediately. He said he would, but that was in the
21 fall of 2015. And again, when we found them at the
22 spring game after he had committed to us in the fall
23 of 2015 that he would no longer use them, that's
24 when we issued this.

1 Q. You may not remember how many labels
2 there were at the time when you first talked about
3 it, but do you know whether you discussed a
4 particular amount?

5 A. I don't.

6 Q. When you initially gave permission to
7 Virginia Diner to sell out product using its
8 existing stock of labels, was there any kind of
9 deadline by which they had to finish using those
10 labels?

11 A. No specific deadline. It was our
12 understanding that he would be able to sell through
13 them during the sports season because they are sold
14 primarily in the, and maybe only in the coliseum
15 and the stadium. It was our understanding that he
16 would be selling through them that sports season.

17 Q. Which sports season was that?

18 A. That would have been the '14/'15
19 academic year.

20 Q. Did Virginia Tech receive royalties for
21 each of these products that it allowed Virginia
22 Diner to continue selling with the incorrect labels?

23 A. Yes, we received royalties from
24 Virginia Diner.

1 Q. How much were those royalties?

2 A. I don't know.

3 Q. This letter, Exhibit 13, does it
4 terminate Virginia Diner's license?

5 A. No, it suspends it.

6 Q. It is possible that Virginia Tech could
7 continue to do business with Virginia Diner. Right?

8 A. Yes.

9 Q. Did Virginia Diner respond to this
10 letter?

11 A. Not that I have seen, not in writing.

12 Q. Oh, so was there a verbal response?

13 A. My understanding is that our licensing
14 director has talked with him.

15 Q. And what did Virginia Diner say?

16 A. I don't know. I haven't gone into it
17 in any detail with her.

18 Q. Did Virginia Diner re-call the
19 mislabeled products that it had already sent out to
20 retailers?

21 A. I don't know, but what the letter asks
22 them to do is send all retail remaining merchandise
23 to CLC for disposition. I don't know if that's been
24 completed yet.

1 Q. This item 2 on the first page of
2 Exhibit 13 that you just referred to, it seems to me
3 that it only requires Virginia Diner to send back
4 whatever merchandise Virginia Diner has in its
5 possession. Right?

6 A. It says "Send all retail remaining
7 merchandise."

8 Q. So what if Virginia Diner has already
9 sent some nuts on to a third party, what happens
10 then?

11 A. I don't know that it's addressed here.
12 That would be a question to follow up with CLC on.

13 Q. Is Virginia Tech still receiving
14 royalties on bagged nuts from Virginia Diner?

15 A. I'm not sure I follow the question.

16 Q. Well, looking again at Exhibit 8,
17 Section 7.2, royalty payments are supposed to be
18 made in April, July, October, and January. Did
19 Virginia Diner make an April royalty payment?

20 A. This is the LRG contract. We are now
21 under a CLC contract. And I don't know off the top
22 of my head what the CLC contract requires.

23 Q. Do you know if the new contract changes
24 the royalty payment schedule?

1 A. I don't know.

2 Q. Did Virginia Diner send all of its
3 remaining retail merchandise to CLC as directed in
4 Exhibit 13?

5 MR. WEISBEIN: Objection. Asked and
6 answered. You can answer it again.

7 A. I don't know. This is relatively
8 recent. I don't know if they completed any or all
9 of these steps at this time. It is only two weeks
10 old.

11 Q. How many other licensees were treated
12 like Virginia Diner?

13 A. This is the only one we've suspended at
14 this time that I'm aware of. We have sent cease and
15 desist letters to others.

16 Q. Over the circle R versus TM issues?

17 A. I can't say for sure.

18 Q. I have no more questions.

19 MR. WEISBEIN: Okay, let's take a
20 break, I might have a few.

21 (A recess was taken from 11:10 a.m. to
22 11:14 a.m.)

23 ///

24 ///

1 REDIRECT EXAMINATION

2 BY MR. WEISBEIN:

3 Q. I just have a few questions. So
4 Ms. Norris, can you look at Applicant's Exhibit 6,
5 please.

6 A. Sorry, they are out of order.

7 Q. That's okay. Take your time.

8 A. Here it is.

9 Q. And just state for the record what
10 Exhibit 6 is.

11 A. This is the email from LRG to all of
12 our licensees dated March 15, 2011 transmitting a
13 note from Locke White regarding use of the circle R
14 and the TM.

15 Q. And the note was that there -- that the
16 licensees are to use TM in connection with the mark
17 Hokie?

18 A. Yes. It says "The singular form Hokie
19 should now always be designated with TM."

20 Q. At the time this transmission was sent,
21 well, strike that.

22 So the instructions to LRG, were they
23 not, were that this email should be sent to all of
24 Virginia Tech's trademark licensees. Correct?

1 A. Yes, it was.

2 Q. At the time in March of 2011,
3 approximately how many licensees did Virginia Tech
4 have?

5 A. Around 600.

6 Q. And do you have any reason to believe
7 that the email reflected in Applicant's Exhibit 6
8 was not sent by LRG to all 600 or so licensees?

9 A. No. As far as we know it was sent to
10 everyone.

11 Q. In fact, some of the emails that you
12 saw to Ms. Dudding were licensees who had questions
13 about that email. Correct?

14 A. Yes, they were.

15 Q. And how many licensees do you currently
16 have -- does Virginia Tech currently have?

17 A. Between 450 and 500.

18 Q. Could you approximate on an annual
19 basis how many artwork approvals the licensing
20 department receives from its 450 to 500 licensees?

21 A. Between 8,000 and 10,000 annually.

22 Q. Would it be fair to say that the vast
23 majority of your licensees submit artwork as
24 required under the terms of the licensing agreement?

1 A. Yes, they do. And when we find that
2 they haven't, we contact them and take appropriate
3 action.

4 Q. Thank you.

5 MR. WEISBEIN: I have no further
6 questions.

7 MR. FINCH: Okay.

8 (The deposition concluded at 11:16 a.m.)

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

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

2 COMMONWEALTH OF VIRGINIA

3 COUNTY OF ROANOKE

4 I, Katherine P. Ford, Notary Public in and
5 for the Commonwealth of Virginia, at Large, do
6 hereby certify that the Deposition of BOBBI J.
7 NORRIS was by me reduced to machine shorthand in the
8 presence of the witness, afterwards transcribed
9 under my direction by means of computer, that
10 reading and signing was not requested, and that to
11 the best of my ability the foregoing is a true and
12 correct transcript of the Deposition as aforesaid.

13 I further certify that this Deposition was
14 taken at the time and place in the foregoing caption
15 specified.

16 I further certify that I am not a
17 relative, counsel or attorney for either party or
18 otherwise interested in the outcome of this action.

19 IN WITNESS WHEREOF, I have hereunto set my
20 hand at Roanoke, Virginia, on this the 19th day of
21 May, 2016.

22

23 Katherine P. Ford, RPR
Notary Public No. 166385

24

My commission expires February 28, 2019.

Hokie Objective Onomastics Society LLC v. Virginia Polytechnic Institute, et al.

Bobbi Jean Norris on 05/12/2016

Index: 000001..2014

	NorrisB 9D	10 27:3,4,	19:1
Exhibits	3:20 22:1	6,10 28:7	16th 23:19
		29:6,8	
NorrisB 4	NorrisB 9E	40:5,15	19 28:20
3:11 8:12,	3:21 22:23		
15 10:3,10	23:2 41:11	10,000 17:18	1st 27:22
34:17 36:1		54:21	
	NorrisB 9F		
NorrisB 5A	3:22 24:1,	10:37 a.m	
3:12 9:4,8	4,8	36:8	2 6:1 7:22
			28:22 51:1
NorrisB 5B	NorrisB 9G	10:45 36:9	
3:13 9:10	3:23 24:22	11 15:16	2008 6:1
10:8		30:6,9	2010 7:22
NorrisB 6	NorrisB 10		8:3,14,21
3:14 11:4,	3:24 27:3,	11:10 a.m	9:19,20
6,9 18:2,	4,6,10	52:21	33:2 47:11
15 53:4,10	28:7 29:5,	11:14 52:22	
54:7	6,8 40:5,	11:16 55:8	2011 10:21
	15		11:4 14:22
NorrisB 7	NorrisB 11	12 31:9,11	17:1 18:19
3:15 14:6,	4:5 30:6,9	13 9:21	19:1,21
8,11,21		33:9,12,15	20:20,24
NorrisB 8	NorrisB 12	34:17	21:24
3:16 15:7,	4:6 31:9,	35:21 36:1	22:22 23:3
10,13	11	47:1,18	24:3,11,21
36:13		50:3 51:2	30:4,8,12
51:16	NorrisB 13	52:4	36:24 39:4
	47:1,18	14 16:14	43:24
NorrisB 9A	50:3 51:2	14/'15 49:18	53:12 54:2
3:17	52:4	15 11:4	2012 27:22
18:18,20,		20:20 22:7	28:20
22 37:13	0	24:11,21	29:12
38:3,8,9		31:10	46:20
	NorrisB 9B	53:12	2013 34:3
NorrisB 9B	000001 28:8		46:14 47:7
3:18 19:23		15th 23:19,	2014 29:12
20:2	1	23	34:3
		16 18:19	
NorrisB 9C	1 21:24		
3:19 21:1,			
4			

2015	29:13	4imprint	13 22:22	
	31:8,10,14	20:4 39:8	23:3 36:13	A
	48:21,23		51:16	
2016	33:9,	5	8,000 17:18	a.m. 36:9
	19		54:21	52:22 55:8
21	19:21	5 36:15		academic
	39:4	500 54:17,	9	49:19
		20		accompanied
24th	29:2	5A 9:4,7,8,	9 8:14,21	11:2
28	33:9,19	13,18	24:3 37:22	accurate
		5B 9:4,7,	38:3,9	43:3
		10,13,19	40:14 42:5	Act 6:13
	3	10:8	9A 18:18,	action 8:10
3	20:24		20,22	32:23
	25:23	6	26:16	40:16 41:2
30	7:22		37:13	55:3
	30:14	6 11:4,6,9	38:3,9	actions 7:20
31	6:5	18:2,15	9B 19:20,23	actual 32:11
		53:4,10	20:2 37:13	
32	30:16	54:7	39:7	add 8:21
33	30:16,21	600 11:12	9C 20:22	9:22
35	30:15	54:5,8	21:1,4	added 15:24
36	30:15	600-plus	38:13	22:14
		10:23	9D 21:22	30:18
	4	11:22	22:1	31:18
4	8:12,15	7	9E 22:23	addition
	10:3,10		23:2 39:21	14:2 15:2
	34:17	7 14:6,8,	41:11	address 5:13
	35:21 36:1	11,21	9F 24:1,4,8	12:7
4/28/16		7.2 36:14	39:17	addressed
	33:13	51:17	9G 24:19,22	51:11
445	5:14		25:1 26:16	admitted
		8	39:24	34:9
450	54:17,		9th 24:7	advice 20:7
	20	8 15:7,10,		

advising	applicant	42:22	28:3,9,11,
11:13 14:3	27:6 28:6	approves	13,24 29:1
19:2 22:7	29:5,8	17:11	31:7,10,
24:12	33:14	27:14	11,13,15
affirmed 5:4	applicant's	approximate	32:8
agent 8:4	7:22 8:12,	54:18	39:13,14,
9:15 10:22	15 9:4,8,	approximately	15 40:9,
27:17	10 10:3,10	6:5 14:20	14,15,22
33:10	11:3,6,8	16:21 54:3	41:17,18
43:10,19	14:5,8,11,	April 19:21	42:3,7,8,
agents 27:21	21 15:6,10	33:9,19	10,17,18,
agree 8:7	18:2,14,	36:16 39:4	20 44:3
45:17	17,20	51:18,19	54:19,23
agreement	19:20,23	arise 13:11	asks 21:8
15:9,10,15	20:22	art 22:16	25:6,24
16:22,23	21:1,4,22	38:15	50:21
36:14	22:1,20,23	articles	aspects
54:24	23:2 24:1,	16:2 25:16	6:11,15
ahead 8:9	4,8,19,22	Arts 21:6	Assistant
37:10	25:1 26:15	artwork 8:5,	5:19 6:8
allowed 34:1	27:4,10	22 9:14	associate
49:21	30:5,9	10:6,8,12	5:20 6:9
amount 49:4	31:9,11	12:16	33:17
and/or 13:5	33:8,12	13:5,7,8,	assume 26:3
16:10	34:17	24 14:2,17	athletic
19:15	35:21	15:4,16	45:1
annual 54:18	36:12 38:3	16:10	attached
annually	47:1 53:4	17:9,18	9:15 15:16
54:21	54:7	19:15	Attachment
apologize	approval	20:5,10,16	15:21
38:4	25:4,10	21:16	16:24
appears	28:4 39:12	22:12,13	attention
16:18	40:5	23:16	12:8,17
	approvals	24:16 25:4	16:1
	54:19	27:5,11,14	
	approved		
	13:9 41:18		

audit 43:18, 22	Bird 20:10	buy 46:13	change 10:6 12:15
audits 43:11,20	bit 37:2	<hr/> C <hr/>	20:17
aware 22:17 32:19 52:14	Blacksburg 5:15 45:22	call 14:6 48:3	21:17 22:13 23:17
<hr/> B <hr/>	blank 12:10	called 27:17 33:22	24:17 30:11 31:7
back 19:8 34:3 38:20 44:2 47:7 48:3,5 51:3	BOBBI 5:3 Bobbie 5:14	campus 44:8, 17,23 46:14	changed 31:18
bagged 48:12 51:14	bold 13:2	cans 48:10, 11	changing 10:12
bags 48:9	bookstore 44:24 45:3,5,7, 10,21 46:3	caps 38:24	chart 9:9,11 14:7 32:5
based 25:13	bookstores 44:18	case 7:16 23:15 26:8 28:13,16 31:17 47:11,15	charts 9:4,5
basis 13:23 17:24 41:24 45:15 46:4 54:19	bottom 32:1	categories 19:9,12 20:12,15 21:13,15 22:8,11 23:12,14 24:12,15 25:7,15	check 44:8 45:23 46:5
Bates 28:7, 22	bracelet 23:15	category 25:17,18 32:4	checks 46:4
bear 30:23	break 36:5 52:20	cease 52:14	choice 34:11
bearing 44:9	briefly 6:7	certificate 38:18	circle 7:24 10:16,24 12:10,12, 19 13:4 14:18 16:2 19:10,14 20:13 21:14 22:9,17 23:6,8,10, 13 24:13 25:12,21 26:7,24 28:15 29:1,10,17 30:1 31:22
beginning 15:16 16:4	bring 12:17 16:1	cetera 23:10 35:7	
behalf 12:1 23:22	broke 30:17		
believed 8:8	brought 12:8		
	budget 6:11		
	building 38:23 45:4		
	business 6:14 34:19,23 35:3,16 50:7		

32:16	College 22:6	confer 36:6	contracts
36:22	Collegiate	confusion	9:16
37:7,15	27:23	45:16	copy 15:7
38:11,21	33:10,17	connection	Corian 25:7
39:11	column 14:16	7:5,12,15	correct
40:21 43:9	comment 39:9	8:1 10:16	10:6,7,10
44:9 45:11	comments	12:12	12:23 15:4
46:1,6,14,	28:12,19,	13:17	16:7 18:4
20 47:10	24	17:20	19:7 20:9
52:16	committed	26:23 31:4	27:18,19,
53:13	48:22	32:15,21	21 29:19,
circulation	communicated	38:6 39:12	20 30:2,21
45:14	42:4	47:11,15	38:11,18
classes	communication	53:16	41:21
13:22	31:6	constructed	53:24
14:14	communications	38:24	54:13
31:19	36:21	consult 32:4	corrected
classification	37:17	contact	34:12
s 19:9	Company	38:6,10	48:10
CLC 50:23	27:23	42:6 55:2	correction
51:12,21,	33:17	contacted	44:5
22 52:3	compilation	34:8	corrects
CLC'S 32:8	7:17	context 37:2	29:18
clear 11:16	completed	continue	correspondence
32:12 38:3	50:24 52:8	12:11 48:7	33:24 47:7
39:1,18	compliance	49:22 50:7	counsel
clearer	43:8	continued	33:17
31:21	Concepts	33:5	couple 12:7
closely	22:6	continuing	34:15
13:12	concluded	48:18	created
clothing	55:8	contract	14:21
25:16,18	conducts	51:20,21,	Creative
coliseum	43:11	22,23	21:6 38:15
45:8 49:14			

Creekmore	department	difference	discovery
8:8	13:3 16:9	9:20 36:21	47:14
CROSS 36:10	22:16	differently	discussed
	54:20	37:1	49:3
D	depend 41:4	Diner 33:11,	discussions
	depending	18 47:2,4,	7:20
daily 13:23	12:24 16:8	18,24	disposition
date 28:19	19:14 32:4	48:1,6	50:23
dated 8:13	43:17,20	49:7,22,24	dispute 7:9
11:4 18:19	deposition	50:7,9,15,	division
19:1,20	55:8	18 51:3,4,	6:11
20:24	describe 6:7	8,14,19	document
21:24	20:1 23:1	52:2,12	7:18 8:17
22:22	24:6,24	Diner's 50:4	documents
24:3,21	27:8 28:5,	direct 5:8	7:18 9:21
33:9,18	21	6:23 12:4	34:15,16
39:3 53:12	designated	17:22 18:8	35:14
dates 29:12	12:12,15,	37:5	Dolly 18:24
44:13	18 53:19	directed	Dudding
day 19:1	designation	52:3	8:13,19
26:22	10:13	directly	10:5 12:4
deadline	26:24 27:1	12:2	13:19
49:9,11	29:11,17	director	14:6,13
Dear 12:6	32:15,20	11:18	17:3,4
Debra 22:21	designations	13:14	18:8,13,18
	32:3	44:14	19:1,8,21
decided	desist 52:15	46:3,5	20:5,7,23
45:15	detail 50:17	50:14	21:6,23
decision	determination	disapproves	22:5,21
10:15 25:9	13:3 16:10	17:12	23:4 24:2,
Decorative	25:11 26:7	27:15	9 26:12
21:6,8	determine	discontinue	27:14
38:14	42:13	7:4,24	28:16
Decwallcreart		33:6 34:1	29:9,14
20:23			38:1 41:12

54:12	36:23	examined 5:6	39:6 40:5,
duddings@vt.	38:7,14,19	Excel 14:12	14,15
vdu. 12:5	39:17,19,	exchange	41:11 42:5
18:9	24 40:1,	18:18,23	47:1,18
duly 5:4	13,24	19:20 20:3	50:3 51:2,
Dunning 6:17	43:24 48:2	21:5 23:3	16 52:4
	53:11,23	24:2 25:2	53:4,10
	54:7,13		54:7
<hr/>			
E	emails 35:7	excuse 29:13	exhibits
	37:12	exhaust	9:13 26:16
effect 9:18,	38:15 42:5	47:20,22	35:15,19,
20	54:11	exhibit 7:22	21 37:3,4
Eleven 24:10	employed	8:12,15	38:8,9
39:18,19	5:16	9:3,4,8,10	existing
elevenwest.com	employment	10:3,8,10	47:22 49:8
24:3	6:2	11:4,6,9	expected
eliminate	end 38:24	14:6,8,11,	48:17
13:9	enforce 43:1	21 15:7,	explain
email 8:12,	entire 11:20	10,13	14:10
15,18	entity 45:5	16:23	15:12
10:22	EPS 23:7	18:2,15,	explaining
11:4,6,10,	error 46:21	18,20,22	36:21
21 12:2,5	essentially	19:23 20:2	explains
14:23	29:21	21:1,4	26:19
17:13	Estate 7:10,	22:1,20,23	extent 34:21
18:3,8,14,	13 47:11	23:2 24:1,	
18,20,23	events 35:6	4,8,22	<hr/>
19:2,20,23	evidence	27:3,4,6,	F
20:3,19,23	35:19 36:2	10 28:7	
21:1,5,23	exact 44:13	29:5,8	fact 8:24
22:1,4,5,	EXAMINATION	30:6,9	16:1 18:13
7,20,23	5:8 36:10	31:9,11	37:3 38:8
23:3,18	53:1	33:9,12,15	54:11
24:2,4,7,		34:17	fair 6:23
9,11,20,22		36:1,13	29:6 54:22
25:2,5		37:13,22	fall 19:12
26:18		38:3,8,9	

20:14	22:16	give 5:12	held 5:21
21:15	23:20	44:13	helps 19:18
22:11	45:15	giving 18:3	Hincker 6:22
23:14	46:11	48:1	29:22
24:15 25:6	forwarding	Glassware	Hokie 7:6,9,
48:21,22	11:12	25:7	13 8:1,6,
familiar 7:8	24:11	going- 45:14	21 9:22,24
Federal 6:4	26:18	Good 5:10,	10:13,16
Federally	forwards	11	11:1,14
32:6	23:22	goods 12:20,	12:14
felt 34:11	found 34:6,7	22,23	13:17
file 23:7	48:15,21	13:1,22	15:23
finance 6:11	frame 14:23	14:15	16:16
financial	Freedom 6:12	16:5,7	19:6,13
6:4	front 27:9	19:11	20:10 21:9
FINCH 35:23	full 5:12	20:14	26:9,20,22
36:5,11	39:24	21:14	28:14,15,
38:4 55:7	future 13:11	22:10	17 29:1,3,
Finch's 7:21	21:9	23:13	9 30:2,18,
find 32:24		24:14	20,24
33:2 43:11	<hr/>	graphic 12:1	31:4,24
46:24 55:1	G	23:21	32:15,21
finish 49:9	game 34:6	Group 6:15	33:5,22
Firm 8:8	48:22	guess 9:5	36:24
follow 19:17	gave 10:5	<hr/>	39:10 44:9
20:17	47:23 49:6	H	45:10
51:12,15	general	H-o-o-s 28:8	46:1,6,13,
form 12:11,	14:23 25:9	happen	19 47:9,
14 37:8	generally	43:13,14	10,11,13
53:18	25:6	Hokies 9:23	53:17,18
forward	generate	hats 23:10	
11:24	36:19	head 51:22	10:1 12:11
13:11	42:15	heart 28:14	19:13
			20:10
			25:14,24
			26:4,5,7

Hollar 24:20	implement	initial	instructions
25:3,24	10:15	38:14,19,	10:4,9
40:1,2	13:16	22	19:17
	32:14		20:17
HOOS 28:8		initially	53:22
	implementing	25:10	
Hope 19:18	29:24	47:18 49:6	insurance
			38:18
Hosiery	improper	initiate	
18:24	13:10	38:5	Intermittently
human 6:12	29:17		17:22
46:21		initiated	
	improperly	37:17	interrogatorie
hundreds	47:9	39:4,8,21	s 7:19
43:18			
	inadvertently	initiation	introduced
	13:10	38:10	37:4
<hr/>	34:10		
I		inquiries	inventory
		12:4 18:8,	45:19
identification	include 8:6	14 26:12	involve 37:5
8:16 9:9,	14:3 31:19		38:9 40:8
11 11:7		inside 28:14	
14:9 15:11	includes		involved
18:21	41:13	instance	7:19 46:21
19:24 21:2	including	25:14,18	
22:2,24	6:11	instances	issue 26:1
24:5,23	incorrect	32:19	33:20,21
27:7 30:6,	47:4 48:6	Institute	38:6,11
10 31:12	49:22	15:8	issued 48:24
33:13		institution	issues 52:16
	inform 47:24	6:4	
identified	information	instruct	item 14:18
27:9 47:13	6:13 12:3	10:21	51:1
identify	18:7 35:11		
8:17			<hr/>
	informed	instructed	J
identity	13:6	8:4 9:22	
12:1 23:21	informs	26:2 34:4	Jack 11:4,
	29:18		10
image 47:8		instructing	
	infringement	8:20 10:23	January
immediately	7:9	14:1	36:17
48:10,20			51:18

January/february 47:10	labeling 47:5,19	licensee 12:6 21:8	8:4,19 10:22
Jean 5:14	labels 34:2, 10 47:22	29:9,10,18 33:11	11:19 13:3,14,20
job 6:7	48:6,11,12 49:1,8,10, 22	36:15 38:20 40:3,12, 19,23	15:9,14 16:9 17:6 21:10 27:17,20,
July 27:22 30:4,8,12 36:16 46:14 51:18	Landrigan 11:5,10	41:6,7,20 42:4,13	23 30:13 33:10,17 36:14 41:3
June 6:1 8:3,13,21 9:19 21:24 22:22 23:3 24:3,7,21	large 46:16 Larry 6:22	licensees 9:16 10:23 11:11,22 14:1,4,24 15:15,19 17:9 18:24 19:3 24:10	43:10 44:14 46:3,5 50:13 54:19,24
<hr/> K <hr/>	learn 47:3	27:13 29:16 31:6,21 32:14,20 36:20 37:5,13,18 40:8,16 42:16 43:11,23 44:3 52:11 53:12,16, 24 54:3,8, 12,15,20, 23	likelihood 45:16 list 25:17, 20 30:18 32:5 36:19 42:15
Karla 19:21 20:4 39:3	left 29:1 45:17 48:13		
Kevin 8:13	left-hand 14:15 28:11		
kind 49:8	letter 7:21 33:9,12,16 47:2 50:3, 10,21		listed 12:20,22 13:21 14:18 16:6 25:22 31:24
knowledge 6:24 7:3 9:1 26:11 35:5,11	letters 52:15		lists 14:13 30:24
Kohlmann 19:22 20:4,8 39:3	license 16:22 33:4 34:12 50:4	licensees' 15:17	litigation 7:13
<hr/> L <hr/>	licensed 12:13,22 16:5 19:6	licenses 15:18 licensing 6:15 7:1	load 17:15 local 44:15 45:21 46:4
label 33:23			
labeled 47:9			

location	24 12:16	manner	26:15	9:9,11
45:8	15:15 19:2		29:15	11:6 14:9
locations	20:19 22:6	manual	29:23	15:11
46:7	23:19,20		30:8,9,12	16:12
Locke 6:16	24:11	manufactured		18:20
11:13,17,	27:17 28:1		46:19	19:23 21:1
18 13:13	36:23	March	7:22	22:1,23
24:20	40:24		10:20 11:4	24:4,22
25:3,5,11	41:13,15		14:22 17:1	27:7 30:9
26:6 53:13	43:1,24		18:19 19:1	31:12
logo 23:7	51:20		20:20 22:7	33:13
26:3	53:11,22		23:19,23	market 45:16
39:10,11	54:8		24:11	marketplace
logo-on-demand	M		36:24	23:9
32:10	made 12:15		43:24	marking
logos 32:9,	25:13 26:8	mark	53:12 54:2	12:23
11	30:11		8:2,12	13:10 16:7
long 5:21	31:3,7,14		9:3 11:3	marks 13:21
longer	34:18,22		14:1,5	14:14
10:15,24	35:2,6,10		15:6,22	21:7,9
48:23	51:18		18:17	30:17,19,
looked 23:7	major 25:17		19:20	23 31:19
34:16	majority		20:22	32:2
35:8,14	12:13		21:22	mascot 21:9
Lorraine	17:8,17		22:20	material
18:19	37:4 54:23		24:1,19	25:7
37:24	make 8:9		26:1 27:3	matter 26:10
lot 48:3,12	9:7 13:3,		28:17 29:4	mentioned
Love 28:14	12,24 16:9		30:2,5	17:3 46:15
lower 48:17	31:3,5		31:1,9,22	merchandise
LRG 8:4,20	43:5 44:12		32:6 33:5,	12:13 16:8
9:15 10:5,	51:19		8 36:24	33:1 44:9
22 11:11,	making 41:8,		38:24	45:10,13,
	21		45:11	24 46:6
		marked	53:16	50:22
			8:15	

51:4,7	16:8	32:13 39:6	47:20
52:3	necessarily	nuts 33:22	opposed
message	46:15	47:9,13	26:24
11:13,21	needed 13:4	51:9,14	32:16
12:6 23:23	20:5,17	_____	order 53:6
37:24	21:17	o	ordering
41:12,14,	22:13	_____	21:9
15 42:20	23:17	oath 5:6	originated
43:1	24:17 34:1	object 37:8	39:7,18
messages	Non-exclusive	Objection	ottoman
40:13	15:8 36:13	52:5	21:18
41:10	Norris 5:3,	objections	38:23
metals 25:16	10,14 9:12	35:22,23	oversaw 7:17
mid 43:24	14:10 20:1	obtain 36:15	oversight
Mill 5:14	21:3 23:1	October	6:10,14
18:24	32:18	36:16	_____
mind 29:2	35:20	51:18	p
mislabeled	36:3,12	office 8:20	_____
47:14	53:4	online 9:17	package 47:9
50:19	note 14:3	12:16	pages 29:8
month 47:2	15:24	17:10,11,	30:6 31:15
months 12:16	32:1,2	16 27:13,	pants 25:19
moot 8:9	53:13,15	17 39:5,22	paper 25:16
morning 5:10	noted 16:13	40:6	part 29:24
34:16	notice 12:2	operating	party 51:9
move 35:18	notification	29:14	past 13:9
moved 36:1	18:4	operation	41:18
Myiclc 27:5,	notified	45:6,7	42:22
12,24 40:7	47:19	operational	paying 36:20
_____	November	6:10	41:6,7,20
N	46:20	operations	42:16 43:6
_____	number	7:1	44:3
nature 12:24	12:20,21	opportunity	
	25:14		

payment 51:19,24	policies 29:23	problem 34:13 47:19	24:13,14 25:6,7,15, 17 32:6 46:13,19 47:4,14 48:9 49:21 50:19
payments 41:24 51:17	policy 13:16 15:22 18:4 26:21 30:1,7,12 32:14	problems 43:11	
people 19:2 43:6 46:22	Polytechnic 15:7	Procedure 30:8	program 12:1 23:21
period 28:7 43:16,23	position 5:18,21 8:7 11:14 17:4,24 45:17	procedures 29:23 30:12	prominent 14:3
periodically 43:10,15 44:14,21	possession 51:5	process 46:23	proper 14:1 29:19
permission 47:24 48:1,13 49:6	posted 23:7	produce 25:10 33:21	properly 32:20
person 35:10	precious 25:15	product 13:5 16:10 19:14 23:6 25:3,8,10, 12,13,20, 21 26:3,4, 5,8,10 32:4 33:22 42:10 47:21 48:12 49:7	propose 48:7 provide 20:7
personal 6:24 7:3	presented 30:14 37:20		provided 7:18
Phillips 8:13 10:6	President 5:20 6:9		public 6:13
phone 48:3	previously 31:15	production 13:8 41:17 42:21	pull 32:11 put 13:20 14:13 31:17
phrase 26:4 37:1	primarily 49:14		<hr/> Q <hr/>
pieces 17:18	primary 17:7	products 19:6,10,11 20:12,14 21:13,15 22:9,10 23:8,12,14	quarter 43:7
place 25:6 44:22 48:5	printed 34:9,10		quarterly 36:16 41:24
play 7:12, 15	prior 6:2,20 9:23 33:2		question 32:18 37:1,9,10
plural 12:11 19:13			
point 5:14 8:9 14:16			

38:22	41:23 47:8	13:23	35:2 46:4
40:18	49:20	14:16	regulator
45:20,21	received	15:18 46:2	6:5
51:12,15	34:22 41:1	referred	related
questions	42:2 49:23	51:2	38:10,17
9:6 12:3,7	receives	reflect	relates
18:1,7	14:18,19	10:13	30:13
21:20 25:4	54:20	reflected	36:24
34:15 36:4	receiving	24:7 25:1	Relations
37:6,14	51:13	54:7	5:20 6:9
40:2 52:18	recent 31:7	reflects	30:7
53:3 54:12	52:8	22:4 23:2	relevant
55:6	recently	registered	30:6
<hr/>	12:8 33:3	12:19	relied 35:15
R	recess 36:8	13:21,22	rely 22:16
<hr/>	52:21	14:14	remaining
random 41:11	record 5:13	16:12	29:7 50:22
re-call	11:16,20	19:10	51:6 52:3
50:18	16:3 18:3,	20:13	remember
re-forwarding	11 38:2	21:13 22:9	13:7 18:10
22:6	53:9	23:12	41:16 48:8
re-forwards	record-	24:13	49:1
20:19	breaking	25:14	repeat 37:10
read 11:20	13:13	28:17 29:4	repeatedly
16:3 18:3	recorded	30:17	33:6
reading	35:7	31:19,20	replace
18:10	records	32:7	28:17
Real 7:10,	34:18,21	registration	29:4,10
13 47:11	35:1,5,10	7:5 8:1	reply 12:2
reason 54:6	REDIRECT	32:17	report 6:18,
recall 10:19	53:1	registrations	21 42:12
15:20	refer 39:11	12:21,23	43:12
47:12 48:2	reference	16:6	
receive		regular	
18:13		34:18,23	

represent	15:21,22	51:6 52:3	49:20,23
9:13	40:4,16	retailers	50:1 51:14
representation	41:3 47:17	50:20	royalty
43:4	respond 6:12	retired 6:6	42:12
representative	26:14 50:9	review 21:11	51:17,19,
10:5	responded	29:5	24
representative	25:5 26:15	reviewing	rule 25:9
s 8:20	29:3	17:9	run 13:8
request	responds	reviews	41:17
33:19	19:8 21:12	17:11,19,	42:21
requested	22:15	21 29:15	runs 45:5,7
11:24	23:11	revise 8:5	
23:20	25:11 26:6	revised 10:9	s
requests	response	14:2 15:3,	sale 12:13
6:13 7:19	7:18,21	21 16:24	44:10
require 12:3	40:24	29:24 30:8	sales 41:8,
18:7 32:3	47:14	revision	21 48:17
required	50:12	31:13	sample 13:5
13:6,7	responsibiliti	right-hand	16:10
41:16 44:4	es 6:8,14	28:10,24	21:10
54:24	17:5 29:21	32:1	samples
requirement	responsibility	Road 5:15	19:15
43:8	17:7	role 7:12,	schedule
requirements	rest 23:23	15	16:23
22:18	resubmit	routine	43:17,21
requires	40:14,22	17:24	51:24
17:12	resubmitted	routinely	school 13:12
51:3,22	39:15	26:18 35:2	Scott 33:18
residence	42:3,7,17	royalties	screen 27:4,
5:13	resubmitting	36:16,20	6,11 28:9
resources	39:9 40:9	41:7,20	season
6:12	result 10:9	42:16 43:6	49:13,16,
respect 6:17	18:14	44:4	17
	retail 50:22		

Hokie Objective Onomastics Society LLC v. Virginia Polytechnic Institute, et al.
 Bobbi Jean Norris on 05/12/2016

Index: section..steps

section 8:22	14:13	28:1,3	21
16:19	18:8,18	29:8	spring 34:6
30:13	19:1 20:4	simply 10:1	48:22
31:24	21:5,8,12	singular	Stacy 21:23
36:14	22:5 23:11	10:1 11:1	22:7
51:17	24:9 28:16	12:14	stadium
sell 33:21	38:1,14	19:13	49:15
46:17	39:17	26:9,20	stamped 28:7
48:13,18	40:20	53:18	standard
49:7,12	41:12	situation	15:14
selling 34:7	sheet 14:3	41:5	standing
42:11	15:17 31:7	small 12:21	19:5
45:10,13,	sheets 9:14	socks 25:21,	start 5:23
24 47:4	shirts 25:19	22	started
49:16,22	shot 28:10	sold 44:23	38:15 40:1
send 10:22	shots 27:4,	45:1 46:7	starts 11:23
17:15	6,11 28:9	48:15,16	30:14
36:20	show 8:11	49:13	state 5:12
50:22	19:19	sorts 26:12	15:8 29:1
51:3,6	20:21	Special 5:19	53:9
52:2	21:21	6:8	stated 8:7
sending	22:19	specific	states 30:22
43:23	23:24	25:17	step 7:23
Senior 5:19	24:18 29:8	49:11	10:18
6:8	shown 28:6	specifically	45:10
sentence	30:20	34:16	Stephens
16:4 41:15	side 28:10,	spends 17:8	33:18
43:1	12,24 32:2	sports 25:19	steps 7:4
September	significant	49:13,16,	10:14,20
28:20 29:2	30:16	17	13:15 15:2
31:8,10,14	46:10	spreadsheet	31:3 32:13
series 10:20	silent 40:23	13:20	42:24 52:9
Sharon 6:17	similar	14:7,8,12,	
8:13,19	26:14		
12:4 13:19			

Steve 24:20	24:16	suspended	12:9,18
25:2,24	27:13	33:4 52:13	13:2 16:9,
40:1,2	40:14,22	suspends	11 19:5
sticks 23:9	41:16	50:5	20:11
stock 45:19	42:20	sweat 25:19	23:20
47:22 49:8	54:23	switched	28:15 29:3
stocks 46:16	submitted	27:20,22	30:7
47:21	13:5 16:11	sworn 5:4	34:22,23
stop 34:5	20:6 28:4,	symbol 7:5	35:16
45:13	11 42:7,9,	8:1 30:24	36:19,23
48:19	13,17	36:22 43:9	37:6,14
storage	submitting	system 8:6	38:5,10,23
21:18	40:8	9:17	39:10
stores 44:8,	subsequently	17:10,16	40:13,15,
16 45:23	27:20	27:12,13,	20 41:2,
strike 53:21	substantial	17,23	21,23
string 8:12,	12:19	28:2,10	42:2,5,6,
18 20:23	successors	32:10	15,24 43:5
21:23	6:16	39:5,8,22	44:2,7
22:20	suggests	40:6	45:9,23
24:20	27:15	<hr/>	47:3,8,23
38:15	summer 30:3	T	49:20 50:6
39:24	supervisor		51:13
stringent	17:23		54:3,16
46:23	suppose	T-shirts	Tech's 11:11
stuff 44:24	40:19 41:6	23:10	32:2 53:24
submissions	supposed	25:19,20	technician
29:16	36:15	table 21:18	13:20 17:7
submit 13:7	51:17	taking 8:10	telling
19:15,17	surprise	talked 13:18	28:16
20:16,18	46:12,18	33:23 49:2	term 44:9
21:16	suspend	50:14	46:1,19
22:12	34:12	Tech 5:17,	terminate
23:16		24 6:3,24	50:4
		7:4,9 9:5	terms 54:24
		11:23	

Hokie Objective Onomastics Society LLC v. Virginia Polytechnic Institute, et al.

Bobbi Jean Norris on 05/12/2016

Index: testified..type

testified	12:10, 15,	22:13	27:18 28:2
5:6 15:1	24 13:4, 16	23:17	39:5, 22
27:16	14:4, 19	24:17	transaction
29:23	15:22	45:18	35:16
35:20 40:4	16:2, 7, 12,	46:10, 16	transmission
47:17	20 18:4	48:14, 19	53:20
testify 5:5	19:3, 12,	top 14:14	transmitted
testimony	13, 15	15:24 18:6	35:12
32:12 37:5	20:10, 11,	30:15	transmitting
text 11:21	12, 15	31:23	53:12
41:13	21:10, 16,	51:21	Treasure
then-existing	19 22:11,	Tracy 6:19	23:5 39:21
47:20	17 23:6, 15	trademark	treasure-
things 44:23	24:15	6:15 7:5,	trinkets.com.
thinking	25:12, 22	6, 8 9:8, 10	23:4
45:4	26:1, 2, 5,	10:13, 16	Treasures
thought	7, 9, 19, 24	13:17 15:9	22:21
48:14	28:18	16:16 19:5	Treasuries
time 8:4	29:4, 10, 17	26:23	41:12
11:12, 19	30:1, 18,	30:24 31:4	treated
14:23 15:2	20, 24	32:16, 21	52:11
17:1, 6, 8,	31:3, 16	36:13 40:5	Trinkets
17 32:19	32:1, 3, 15,	53:24	22:22 23:5
34:3 35:6	20 34:8	trademarks	39:21
46:9 48:18	36:22	8:19 9:5	41:13
49:2 52:9,	37:6, 15	12:9, 18	truth 5:5, 6
14 53:7, 20	38:11, 21	16:11	turn 16:14
54:2	39:9, 10	30:17	Turning 47:1
times 17:23	40:21 43:8	Trademarx	two-thirds
33:3, 24	52:16	8:5 12:16	16:19
title 17:6	53:14, 16,	19:18	type 28:23
TM 8:6, 21	19	20:16, 18	
9:22 10:13	TM/R 25:9	21:17	
11:2, 15	TMS 31:17	22:12	
	told 19:16	23:16	
	20:16	24:16	
	21:17		

	vast	12:13	19:5 20:11	VT-HOOS	28:7
U		17:8,16	23:20		
		54:22	28:15 29:3	W	
Uh-hmm	39:20		30:7 32:2		
understand		vendor 20:4	33:11,18	Walls	21:6,8
25:8 39:2		28:12	34:22,23	38:14	
40:17		vendors 9:24	35:16	wanted	12:17
understanding		10:23	36:19,23	Washington	
10:4		17:14	37:6,14	33:16	
49:12,15		32:9,10	38:5,10,23	watches	23:9
50:13		44:15	39:10	Watts	18:19
unit	21:18	45:13,22	40:12,15,	19:4 38:1	
		46:4	20 41:2,	website	
universities		venues 45:1	21,23	15:18 32:8	
43:18		verbal 50:12	42:2,4,6,	weeks	52:9
University			15,24 43:5	WEISBEIN	5:9
5:20 6:9		verbiage	44:2,7	35:18 36:7	
7:23 10:14		8:22 16:19	45:9,23	37:8 38:2	
13:15 15:8		31:24	47:2,3,8,	52:5,19	
17:5 26:22		versus 14:4	18,23,24	53:2 55:5	
30:7,22		19:3 32:3	48:1,6	West	24:10
32:13		38:11,21	49:7,20,	39:18,19	
44:18,24		52:16	21,24	White	6:16
upcoming		Vice 5:20	50:4,6,7,	11:13,17,	
13:12		6:9	9,15,18	18 13:13	
update	11:24	viewed 9:24	51:3,4,8,	24:20 25:3	
23:21			13,14,19	26:6 53:13	
usage	29:19	violations	52:2,12	word	8:6
		33:2	53:24	29:3 47:10	
USB	23:9	Virginia	54:3,16	words	26:2
		5:15,17,24	visit 44:7	work	17:20
v		6:3,24	visits	42:14	
		7:4,9 9:5	44:12,14	worked	6:16
vacancy		11:11,23	Vosburgh		
17:23		12:9,18	6:19,20		
varies		13:2 15:7	VT 26:3		
43:17,20		16:9,11	28:14 29:2		

17:14

working 5:23

13:11

wrap 43:19

write 37:14

40:12,19

writing 19:4

37:5 50:11

wrong 33:23

wrote 38:20

Y

year 13:13

17:18 34:6

43:7 48:16

49:19

years 5:22

6:5 17:14

Z

Zellner

21:23

22:8,15

ERRATA

ERRATA SHEET

Case: Hokie Objective Onomastics Society LLC v. Virginia Polytechnic Institute, et al.
Witness: Bobbi Jean Norris

Page 5 Line 3 Reason for change:

Correct spelling "BOBBI" should be "BOBBIE"

Page 5 Line 14 Reason for change:

Correct spelling "Point" should be "Pointe"

Page 8 Line 19 Reason for change:

change "and" to "of"

Page 10 Line 1 Reason for change:

change "was" to "were"

Page 17 Line 16-17 Reason for change:

Delete "But", Capitalize "by", Insert after "time" - "is with artwork"
Capitalize "we"

Page 18 Line 9 Reason for change:

change to "vt.edu" instead of "vt.vdu"

Page 22 Line 16 Reason for change:

change "rely" to "reply"

Page 23 Line 5 Reason for change:

delete "d"

Page 23 Line 15 Reason for change:

change "is" to "it's"

January 12, 2016

Case: Hokie Objective Onomastics Society LLC v. Virginia Polytechnic Institute, et al.
Witness: Bobbi Jean Norris

Page 26 Line 9 Reason for change:

Place () around "singular"

Page 33 Line 2 Reason for change:

Insert "to" after "prior"

Page _____ Line _____ Reason for change:

January 12, 2016

Case: Hokie Objective Onomastics Society LLC v. Virginia Polytechnic Institute, et al.
Witness: Bobbi Jean Norris

Bobbi Jean Norris
Signature of the Witness

STATE OF Virginia

COUNTY OF Montgomery

Subscribed and sworn to before me this 31st day of June, 2016

Patricia A Smith
Notary Public

My Commission Expires: 03.31.2019



EXHIBIT 4

Dudding, Sharon

From: Kevin Phillips <Kevin@lrgusa.com>
Sent: Wednesday, June 09, 2010 11:07 AM
To: Dudding, Sharon
Subject: RE: VT Artwork Request

Okay, I will get this added today.

Kevin Phillips
Marketing Manager
Licensing Resource Group
Phone- 616-395-0676 ext.118
Fax- 616-395-2517
kevin@lrgusa.com

From: Dudding, Sharon [mailto:duddings@vt.edu]
Sent: Wednesday, June 09, 2010 11:02 AM
To: Kevin Phillips
Subject: FW: VT Artwork Request

Thank you Kevin, no "Hokie" without the s will have the TM. "Hokies" with the s has the circle r.
Sharon

~~~~~  
Sharon Dudding  
Virginia Tech  
Licensing Manager  
Southgate Drive 0161  
Blacksburg, VA 24061  
Ph-540-231-3748  
Fax-540-231-3878  
~~~~~

From: Kevin Phillips [mailto:Kevin@lrgusa.com]
Sent: Wednesday, June 09, 2010 9:57 AM
To: Dudding, Sharon
Subject: RE: VT Artwork Request

Sharon,

I would be happy to add "Hokie" to your verbiage section , does this require a Circle R next to it like the others you have listed?

Kevin Phillips
Marketing Manager
Licensing Resource Group
Phone- 616-395-0676 ext.118
Fax- 616-395-2517
kevin@lrgusa.com

Applicant <u>EXHIBIT 4</u>
WITNESS <u>Norris</u>
DATE: <u>5-12-16</u>
KATHERINE P FORD, RPR

From: Tina Olson
Sent: Wednesday, June 09, 2010 9:50 AM
To: Kevin Phillips
Cc: 'Dudding, Sharon'
Subject: VT Artwork Request

Hi Kevin,
Please see the request below from Sharon @ VT. If you have questions, feel free to contact her directly... her # is below.

Tina Olson
Licensing Resource Group
2570 Holiday Road, Suite 250
Coralville, IA 52241
Phone: 319-351-1776 ext. 3
Fax: 319-351-1978

From: Dudding, Sharon [mailto:duddings@vt.edu]
Sent: Wednesday, June 09, 2010 6:56 AM
To: Tina Olson
Subject: trademarkx

Could you please have the person who updates our artwork page on trademarkx to add

Hokie-

Thank you!!

~~~~~  
Sharon Dudding  
Virginia Tech  
Licensing Manager  
Southgate Drive 0161  
Blacksburg, VA 24061  
Ph-540-231-3748  
Fax-540-231-3878  
~~~~~

EXHIBIT 5A

Attachment A
Trademarks of Virginia Tech

UNIVERSITY MARKS



Applicant	EXHIBIT 5A
WITNESS	Norris
DATE:	5-12-16
KATHERINE P FORD, RPR	

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%

Reproduction of any logos or wordmarks is prohibited without the approval of Virginia Tech and the Licensing Resource Group, Inc. For licensing information, please contact LRG at (616) 395-0676.

VIRGINIA TECH

FULL-COLOR REPRESENTATIONS

PRIMARY SPORTS MARKS



SECONDARY SPORTS MARKS



COLOR INFORMATION

The colors shown on this page have not been evaluated by Pantone, Inc. for accuracy and may not match the PANTONE Color Standards. Consult current PANTONE Publications for accurate color. PANTONE® and other Pantone, Inc. trademarks are the property of Pantone, Inc. Portions © Pantone, Inc., 2010.

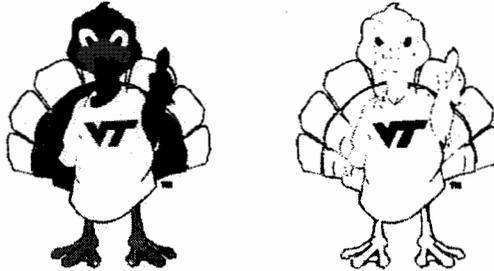
UNIVERSITY COLORS	PANTONE® COLORS	PROCESS COLORS
Virginia Tech Maroon	For Virginia Tech Maroon, use PANTONE® 208	C:40% M:100% Y:50% K:15%
Virginia Tech Orange	For Virginia Tech Orange, use PANTONE® 158	C:0% M:65% Y:90% K:0%

Reproduction of any logos or wordmarks is prohibited without the approval of Virginia Tech and the Licensing Resource Group, Inc. For licensing information, please contact LRG at (616) 395-0676.

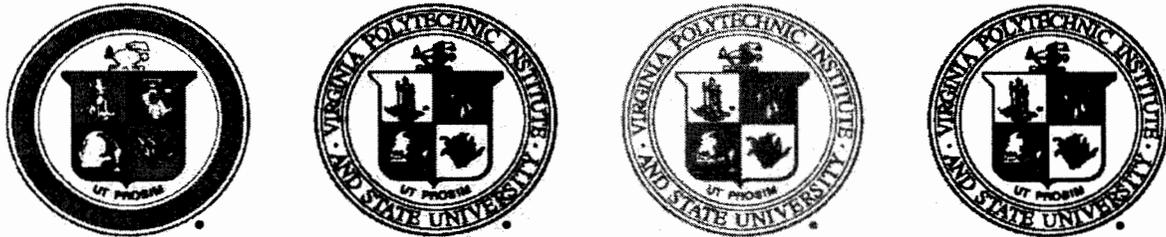
VIRGINIA TECH

FULL-COLOR REPRESENTATIONS

CHILD MARKS



UNIVERSITY SEALS



VERBIAGE

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

COLOR INFORMATION

The colors shown on this page have not been evaluated by Pantone, Inc. for accuracy and may not match the PANTONE Color Standards. Consult current PANTONE Publications for accurate color. PANTONE® and other Pantone, Inc. trademarks are the property of Pantone, Inc. Portions © Pantone, Inc., 2010.

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%

Reproduction of any logos or wordmarks is prohibited without the approval of
 Virginia Tech and the Licensing Resource Group, Inc.
 For licensing information, please contact LRG at (616) 395-0676.

www.trademarkonline.com

Page 3

VIRGINIA TECH

FULL-COLOR REPRESENTATIONS

HOKIE VINTAGE MARKS



COLOR INFORMATION

The colors shown on this page have not been evaluated by Pantone, Inc. for accuracy and may not match the PANTONE Color Standards. Consult current PANTONE Publications for accurate color. PANTONE® and other Pantone, Inc. trademarks are the property of Pantone, Inc. Portion© Pantone, Inc., 2010.

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%

Reproduction of any logos or wordmarks is prohibited without the approval of Virginia Tech and the Licensing Resource Group, Inc.
For licensing information, please contact LRG at (616) 395-0676.

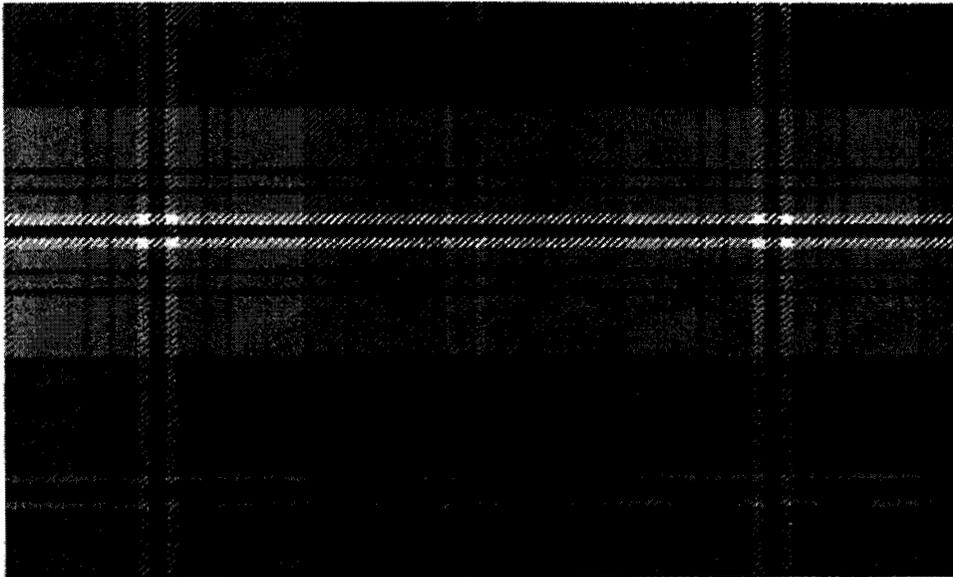
www.trademarkonline.com

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.

COLOR INFORMATION

The colors shown on this page have not been evaluated by Pantone, Inc. for accuracy and may not match the PANTONE Color Standards. Consult current PANTONE Publications for accurate color. PANTONE® and other Pantone, Inc. trademarks are the property of Pantone, Inc. Portions © Pantone, Inc., 2010.

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%

Reproduction of any logos or wordmarks is prohibited without the approval of Virginia Tech and the Licensing Resource Group, Inc. For licensing information, please contact LRG at (616) 395-0676.

www.trademarksonline.com

Page 4

EXHIBIT 5B

Attachment A
Trademarks of Virginia Tech

UNIVERSITY MARKS



appl. EXHIBIT 5B
 WITNESS Norris
 DATE: 5-12-16
 KATHERINE P FORD, RPR

University Colors Pantone® Colors Process Colors

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

Reproduction of any logos or wordmarks is prohibited without the approval of Virginia Tech and the Licensing Resource Group, Inc. For licensing information, please contact LRG at (616) 395-0676.

VIRGINIA TECH

FULL-COLOR REPRESENTATIONS

PRIMARY SPORTS MARKS



SECONDARY SPORTS MARKS



COLOR INFORMATION

The colors shown on this page have not been evaluated by Pantone, Inc. for accuracy and may not match the PANTONE Color Standards. Consult current PANTONE Publications for accurate color. PANTONE® and other Pantone, Inc. trademarks are the property of Pantone, Inc. Portions © Pantone, Inc., 2010.

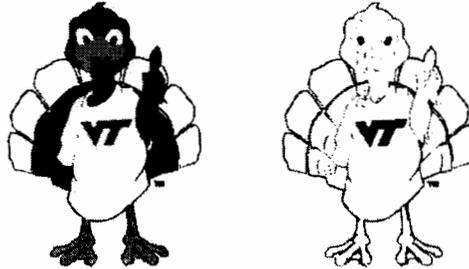
UNIVERSITY COLORS	PANTONE® COLORS	PROCESS COLORS
Virginia Tech Maroon	For Virginia Tech Maroon, use PANTONE® 208	C:40% M:100% Y:50% K:15%
Virginia Tech Orange	For Virginia Tech Orange, use PANTONE® 158	C:0% M:65% Y:90% K:0%

Reproduction of any logos or wordmarks is prohibited without the approval of Virginia Tech and the Licensing Resource Group, Inc.
For licensing information, please contact LRG at (616) 395-0676.

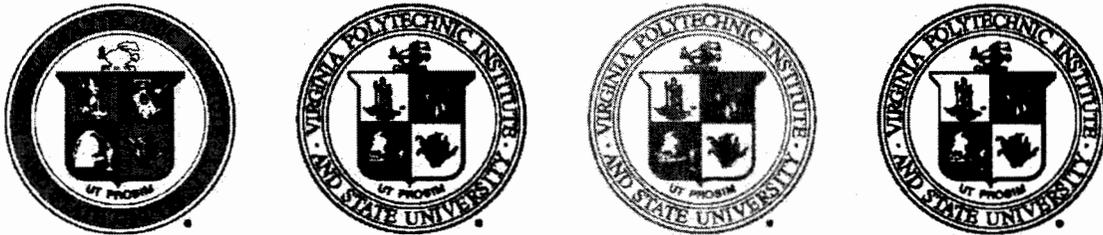
VIRGINIA TECH

FULL-COLOR REPRESENTATIONS

CHILD MARKS



UNIVERSITY SEALS



VERBIAGE

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

COLOR INFORMATION

The colors shown on this page have not been evaluated by Pantone, Inc. for accuracy and may not match the PANTONE Color Standards. Consult current PANTONE Publications for accurate color. PANTONE® and other Pantone, Inc. trademarks are the property of Pantone, Inc. Portions © Pantone, Inc., 2010.

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%

Reproduction of any logos or wordmarks is prohibited without the approval of
 Virginia Tech and the Licensing Resource Group, Inc.
 For licensing information, please contact LRG at (616) 395-0676.

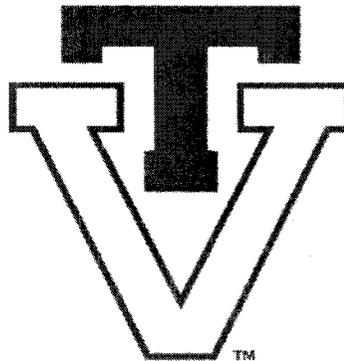
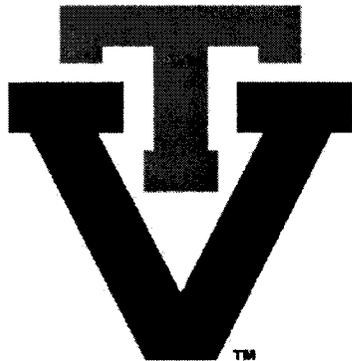
www.trademarkonline.com

Page 3

VIRGINIA TECH

FULL-COLOR REPRESENTATIONS

HOKIE VINTAGE MARKS



COLOR INFORMATION

The colors shown on this page have not been evaluated by Pantone, Inc. for accuracy and may not match the PANTONE Color Standards. Consult current PANTONE Publications for accurate color. PANTONE® and other Pantone, Inc. trademarks are the property of Pantone, Inc. Pantone® Pantone, Inc., 2010.

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%

Reproduction of any logos or wordmarks is prohibited without the approval of Virginia Tech and the Licensing Resource Group, Inc. For licensing information, please contact LRG at (616) 395-0676.

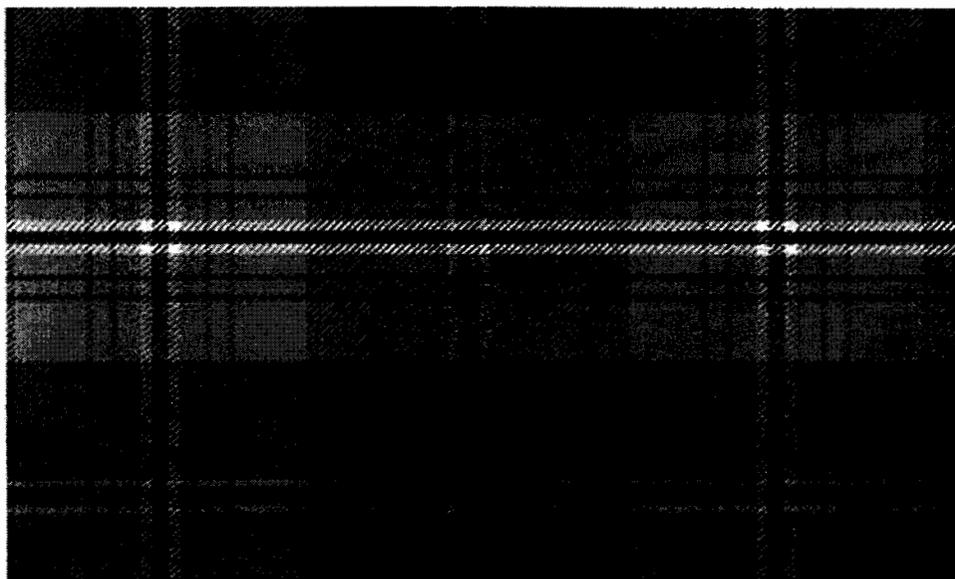
www.trademarkonline.com

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.

COLOR INFORMATION

The colors shown on this page have not been evaluated by Pantone, Inc. for accuracy and may not match the PANTONE Color Standards. Consult current PANTONE Publications for accurate color. PANTONE® and other Pantone, Inc. trademarks are the property of Pantone, Inc. Portions © Pantone, Inc., 2010.

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%

Reproduction of any logos or wordmarks is prohibited without the approval of Virginia Tech and the Licensing Resource Group, Inc.
For licensing information, please contact LRG at (616) 385-0676.

www.trademarkonline.com

Page 4

EXHIBIT 6

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

Subject:IMPORTANT TRADEMARK INFORMATION FROM VIRGINIA TECH

Date:Tue, 15 Mar 2011 11:50:58 -0400

From:Jack Landrigan <Jack@lrgusa.com>

Virginia Tech has requested that LRG forward the following update to their graphic identity program on their behalf. Please do not reply to this email notice directly. If you have questions or require further information, please direct all inquiries to Sharon Dudding via email at duddings@vt.edu

Dear Licensee:

We need to address a couple questions that have recently been brought to our attention regarding Virginia Tech trademarks and the use of ® and TM.

The name Hokies, in the plural form, will continue to be designated with ® in connection with the sale of the vast majority of licensed merchandise. The singular form, Hokie, should now always be designated with TM. This change was made several months ago on our artwork on LRG Trademarx Online but we wanted to bring it to your attention again.

Many of the Virginia Tech trademarks are designated as registered ® for a substantial number of different goods as listed on the registrations. However, there are a small number of licensed goods that may not be listed in the registrations. The correct marking on these goods will therefore be TM depending on the nature of the goods. **The Virginia Tech Licensing Department will make the determination of whether ® or TM is needed when the product sample and/or artwork are submitted, and you will be informed of any required changes.**

Please remember that you are required to submit ALL artwork for every production run even if the artwork has been approved in the past. This will eliminate any possible inadvertently improper marking that might arise in the future.

We look forward to working closely with each of you to make this upcoming school year a record breaking year!

Thanks

Locke White
Director of Licensing
Virginia Tech Licensing & Trademark (0161)
202C Media Building
Blacksburg, VA 24061
(540) 231-3748

Appl. EXHIBIT <u>6</u>
WITNESS <u>Norris</u>
DATE: <u>5-12-16</u>
KATHERINE P FORD, RPR

EXHIBIT 7

Registration Number	2351364	2351365	2370136	2380529	2353306	2389184	2370150	3181946	2694402
Registration Date	5/23/2000	5/23/2000	7/25/2000	8/29/2000 Amended 8-2-2011	5/30/2000	9/26/2000	7/25/2000	12/5/2006	3/11/2003
Class 14: Precious metals, jewelry, namely, gold pins, gold earrings, tie tacks; charms and rings, watches and clocks	X	X	X	X	X	X	X		
Class 16: Paper articles, namely, writing paper, folders, note pads, stationery, loose leaf binders, decals, bumper stickers, note books, calendars, post cards, posters and pens	X	X	X	X	X	X - No Pens	X		
Class 18: Leather and imitation leather goods, namely, brief case type portfolio covers and brief cases, travel bags, backpacks, wallets and umbrellas	X	X	X	NO	NO	NO	NO	NO	NO
Class 21: Drinking glasses, mugs, plastic cups, insulating sleeve holders for beverage cans, plates and waste paper baskets	X - No Plates	X	X	X - No Plates, No Insulated sleeve holders for beverage cans	X - No Plates, No insulated sleeve holders for beverage	X - No Plates, No Insulated sleeve holders for beverage cans	X		
Class 25: Clothing, namely, T-shirts, sport shirts, sweat pants, shorts, sweat shirts, sweaters, jerseys, pants, ties, baby bibs, caps, hats, shoes, jackets, socks and bath robes	X - No Socks	X - No Socks	X - No Shorts, No Socks	X	X - No Socks	X	X - No Socks		
Class 20: Furniture			X				X		
Class 41: For educational and entertainment services, namely conducting courses of study at the university level in various fields of science and technology at colleges, specialized centers, laboratories, institutes and as distributed learning broadcast over the internet; educational research in the fields of engineering, math, politics, sociology, physics, chemistry, pure and applied science, education, humanities and the performing arts; arranging and conducting athletic competitions and sporting events; arranging and conducting educational exhibitions and conferences in the fields of engineering, math, politics, sociology, physics, chemistry, pure and applied science, education, humanities and the performing arts; arranging and conducting live performances and festivals advertised to the general public which feature arts, music, dance, drama, sports, and athletic competition								X	
Class 41: For education and entertainment services, namely, providing courses of instruction at the university level; educational research; arranging and conducting athletic competitions, exhibitions in the nature of scientific shows and school fairs, conducting conferences in the field of math, politics, sociology, physics, chemistry and science and distributing course materials in connection therewith; live performances by a musical band and festivals featuring a variety of activities, namely arts, music, dance, drama sports and athletics,									

APPL EXHIBIT 7
 WITNESS: MORRIS
 DATE: 5-12-16
 KATHLEEN FORD, RPR

Cases ▾ 0021ulc.pdf

Microsoft Word Web App

Smith, Patricia ? X

FILE

EDIT IN WORD



DOWNLOAD

PRINT

SHARE

FIND

Class 18: Leather and imitation leather goods, namely, brief case type portfolio covers and brief cases, travel bags, backpacks, wallets and umbrellas	X	X	X	NO	NO	NO
Class 21: Drinking glasses, mugs, plastic cups, insulating sleeve holders for beverage cans, plates and waste paper baskets	X - No Plates	X	X	X - No Plates, No Insulated sleeve holders for beverage cans	X - No Plates, No insulated sleeve holders for beverage	X - No Plates, No insulated sleeve holder for beverage can:
Class 25: Clothing, namely, T-shirts, sport shirts, sweat pants, shorts, sweat shirts, sweaters, jerseys, pants, ties, baby bibs, caps, hats, shoes, jackets, socks and bath robes	X - No Socks	X - No Socks	X - No Shorts, No Socks	X	X - No Socks	X
Class 20: Furniture			X			
Class 41: For educational and entertainment services, namely conducting courses of study at the university level in various fields of science and technology at colleges, spec institutes and as distributed learning broadcast over the internet; educational research in the fields of engineering, math, politics, sociology, physics, chemistry, pure and a; humanities and the performing arts; arranging and conducting athletic competitions and sporting events; arranging and conducting educational exhibitions and conference math, politics, sociology, physics, chemistry, pure and applied science, education, humanities and the performing arts; arranging and conducting live performances and fes public which feature arts, music, dance, drama, sports, and athletic competition						
Class 41: For education and entertainment services, namely, providing courses of instruction at the university level; educational research; arranging and conducting athletic shows and school fairs, conducting conferences in the field of math, politics, sociology, physics, chemistry and science and distributing course materials in connection there featuring a variety of activities, namely arts, music, dance, drama sports and athletics,						

100%

EXHIBIT 8

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)**, 202C Media Building (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.

Appl. EXHIBIT <u>3</u>
WITNESS <u>Norris</u>
DATE: <u>5-12-16</u>

- 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 wavier 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

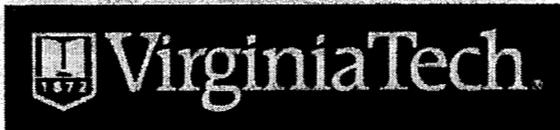
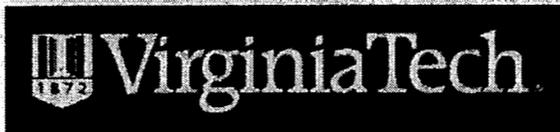
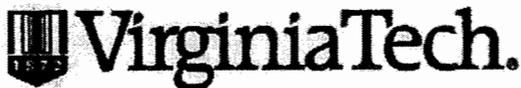
Date

Attachment A

Trademarks of Virginia Tech

IMPORTANT NOTE: Many of the following Virginia Tech trademarks are designated as registered ®, because Virginia Tech holds a number of registrations of its marks in connection with the sale of a broad range of goods as listed on those registrations. However, there are some licensed goods that may not be listed in the registrations. The correct marking on these goods might therefore be TM depending on the nature of the merchandise. The Virginia Tech Licensing Department will make that determination when the product sample and/or artwork are submitted. Some of the Virginia Tech trademarks are not registered and should be marked with TM as noted below.

UNIVERSITY MARKS



COLOR INFORMATION

The colors shown on this page have not been evaluated by Pantone, Inc. for accuracy and may not match the PANTONE Color Standards. Consult current PANTONE Publications for accurate color. PANTONE® and other Pantone, Inc. trademarks are the property of Pantone, Inc. Portions © Pantone, Inc. 2011.

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%

Reproduction of any logos or wordmarks is prohibited without the approval of Virginia Tech and the Licensing Resource Group, Inc. For licensing information, please contact LRG at (616) 395-0676.

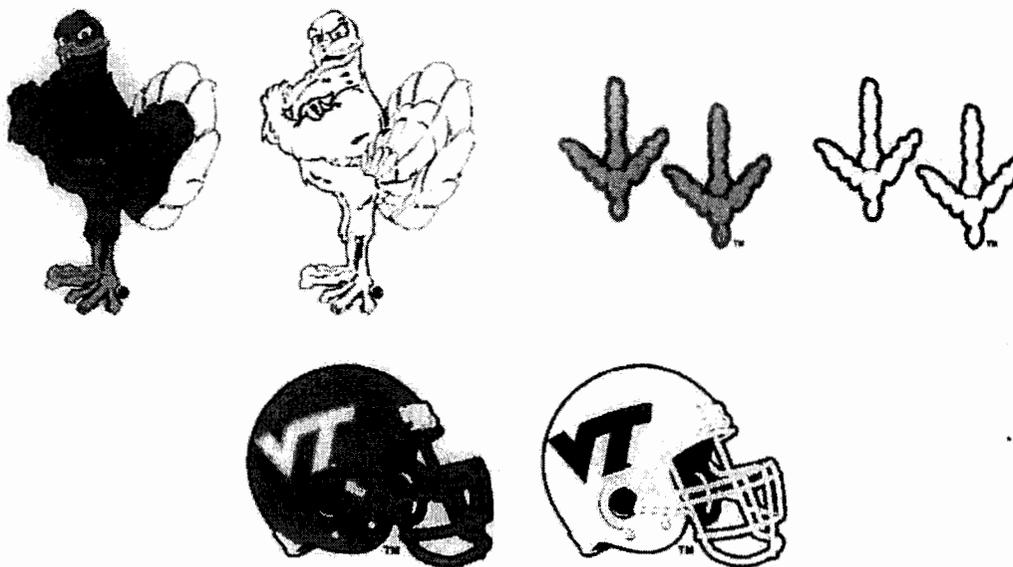
VIRGINIA TECH

FULL-COLOR REPRESENTATIONS

PRIMARY SPORTS MARKS



SECONDARY SPORTS MARKS



COLOR INFORMATION

The colors shown on this page have not been evaluated by Pantone, Inc. for accuracy and may not match the PANTONE Color Standards. Consult current PANTONE Publications for accurate color. PANTONE® and other Pantone, Inc. trademarks are the property of Pantone, Inc. Portions © Pantone, Inc. 2010.

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:63% Y:90% K:0%

Reproduction of any logos or wordmarks is prohibited without the approval of Virginia Tech and the Licensing Resource Group, Inc. For licensing information, please contact LRG at (816) 395-0676.

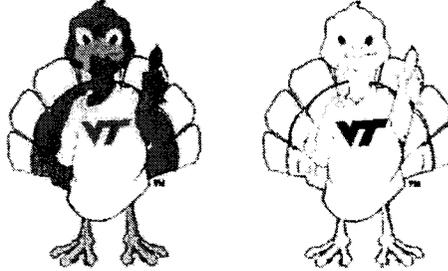
www.trademarkonline.com

Page 1

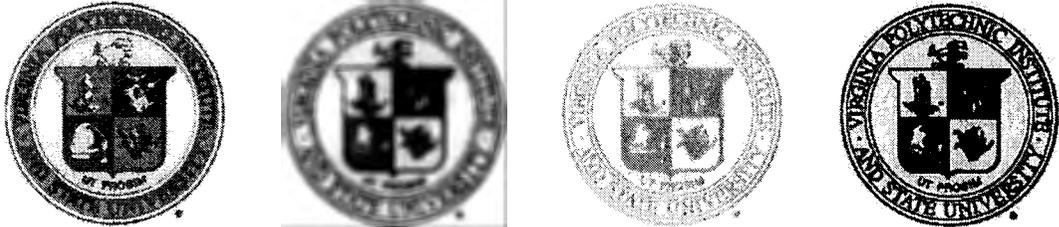
VIRGINIA TECH

FULL-COLOR REPRESENTATIONS

CHILD MARKS



UNIVERSITY SEALS



VERBIAGE

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

Invent the Future®
 Hokie™
 HokieBird™

COLOR INFORMATION

The colors shown on this page have not been evaluated by Pantone, Inc. for accuracy and may not match the PANTONE Color Standards. Consult current PANTONE Publications for accurate color. PANTONE® and other Pantone, Inc. trademarks are the property of Pantone, Inc. Portions © Pantone, Inc., 2011.

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%

Reproduction of any logos or wordmarks is prohibited without the approval of Virginia Tech and the Licensing Resource Group, Inc.
 For licensing information, please contact LRG at (816) 395-0676.

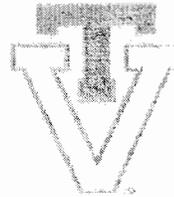
www.trademarxonline.com

Page 3

VIRGINIA TECH

FULL-COLOR REPRESENTATIONS

HOKIE VINTAGE MARKS



Restriction:

Vintage marks may *not* be used in conjunction with current Virginia Tech marks or verbiage other than the name "Virginia Tech".

COLOR INFORMATION

The colors shown on this page have not been evaluated by Pantone, Inc. for accuracy and may not match the PANTONE Color Standards. Consult current PANTONE Publications for accurate color. PANTONE® and other Pantone, Inc. trademarks are the property of Pantone, Inc. Portion © Pantone, Inc., 2011.

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%

Reproduction of any logos or wordmarks is prohibited without the approval of Virginia Tech and the Licensing Resource Group, Inc. For licensing information, please contact LRG at (616) 395-0676.

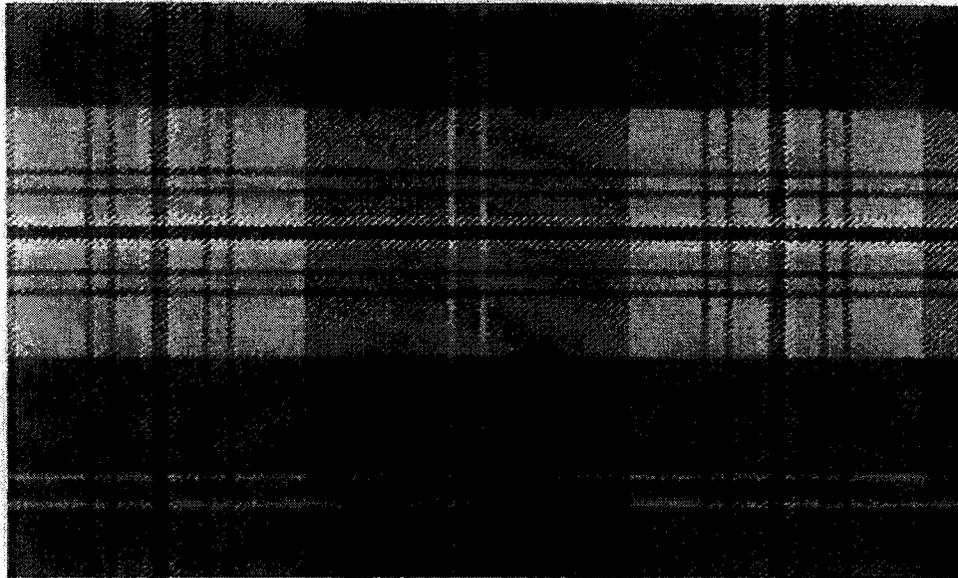
www.trademarkonline.com

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.

COLOR INFORMATION

The colors shown on this page have not been evaluated by Pantone, Inc. for accuracy and may not match the PANTONE Color Standards. Consult current PANTONE Publications for accurate color. PANTONE® and other Pantone, Inc. trademarks are the property of Pantone, Inc. Pantone® Pantone, Inc., 2010.

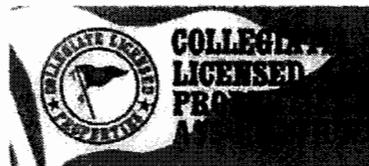
UNIVERSITY COLORS	PANTONE® COLORS	PROCESS COLORS
Virginia Tech Maroon	For Virginia Tech Maroon, use PANTONE® 208	C:40% M:100% Y:50% K:15%
Virginia Tech Orange	For Virginia Tech Orange, use PANTONE® 158	C:0% M:65% Y:90% K:0%

Reproduction of any logos or wordmarks is prohibited without the approval of Virginia Tech and the Licensing Resource Group, Inc. For licensing information, please contact LRG at (816) 395-0676.

www.trademarxonline.com

Page 4

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.

EXHIBIT 9A

Dudding, Sharon

From: Dudding, Sharon
Sent: Wednesday, March 16, 2011 9:09 AM
To: 'Lorraine Watts'
Cc: White, Locke
Subject: RE: Hokie

Lorraine,

There are certain classifications on categories of products we are registered for and ® should be used with those goods. With products that do not fall into those categories a TM should be used. Hokie singular always will get a TM. Hokies plural depending on the product will get a ® or a TM. When you submit your artwork and/or samples you will be told which one you should use. Please just follow our instructions when you submit on trademarx.

Hope this helps.

Thanks,
Sharon

~~~~~  
Sharon Dudding  
Virginia Tech  
Licensing Manager  
202C Media Building 0161  
Blacksburg, VA 24061  
Ph-540-231-3748  
Fax-540-231-3878  
~~~~~

From: Lorraine Watts [mailto:lorraine@dhmkids.com]
Sent: Wednesday, March 16, 2011 9:01 AM
To: Dudding, Sharon
Subject: Hokie

Regarding the Virginia Tech trademark, we only use the standing Hokie on our licensed products with the **R**. Please let me know if this is not correct.

Thank you.

Lorraine Watts
Dolly Hosiery Mill, Inc.
Dba DHM Kids
(828-874-2912)

Appr. EXHIBIT <u>9A</u>
WITNESS <u>Norris</u>
DATE: <u>5-12-16</u>
KATHERINE P FORD, RPR

EXHIBIT 9B

Dudding, Sharon

From: Karla Kohlmann <kkohlmann@4imprint.com>
Sent: Thursday, April 21, 2011 8:54 AM
To: Dudding, Sharon
Subject: RE: Virginia Tech artwork

Thank you Sharon I am sorry for our customer service representative misunderstanding the guidelines and will sit down and talk with them.

Karla

From: Dudding, Sharon [mailto:duddings@vt.edu]
Sent: Thursday, April 21, 2011 7:44 AM
To: Dudding, Sharon
Cc: Karla Kohlmann
Subject: Virginia Tech artwork

Please correct artwork. Hokies needs to have a TM, the Hokie Bird needs to have a TM, and Virginia Tech needs to have a TM. There are certain categories of products that we are registered for and ® should be used with those goods. With products that do not fall into those categories a TM should be used. When you submit your artwork on Trademarx you will be told if a change is needed.

Please just follow our instructions when you submit on Trademarx.

There was an email that went out by LRG around March 15, 2011

Virginia Tech has requested that LRG forward the following update to their graphic identity program on their behalf. Please do not reply to this email notice directly.

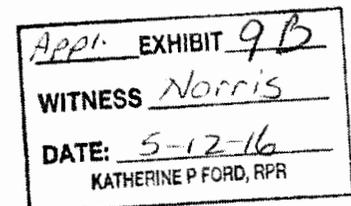
Dear Licensee:

We need to address a couple questions that have recently been brought to our attention regarding Virginia Tech trademarks and the use of ® and TM.

1. The name Hokies, in the plural form, will continue to be designated with ® in connection with the sale of the vast majority of licensed merchandise. The singular form, Hokie, should now always be designated with TM. This change was made several months ago on our artwork on LRG Trademarx Online but we wanted to bring it to your attention again.
2. Many of the Virginia Tech trademarks are designated as registered ® for a substantial number of different goods as listed on the registrations. However, there are a small number of licensed goods that may not be listed in the registrations. The correct marking on these goods will therefore be TM depending on the nature of the goods. **The Virginia Tech Licensing Department will make the determination of whether ® or TM is needed when the product sample and/c artwork are submitted, and you will be informed of any required changes.**

Please remember that you are required to submit ALL artwork for every production run even if the artwork has been approved in the past. This will eliminate any possible inadvertently improper marking that might arise in the future.

Sharon Dudding



Virginia Tech
Licensing Support Tech
202C Media Building 0161
Blacksburg, VA 24061
Ph-540-231-3748
Fax-540-231-3878

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

From: noreply@trademarxonline.com [mailto:noreply@trademarxonline.com]
Sent: Wednesday, April 20, 2011 4:20 PM
To: Dudding, Sharon
Cc: kkohlmann@4imprint.com
Subject: New comment posted

A new comment has been posted on Design Number 5812339-1 by 4imprint, Inc.:

Resubmitting again but there is a tm after Virginia tech. If you need the hokie logo tm instead of circle r please refer to logo. This has been approved in the past on orders.

Click the link below to view the submission.

<http://college.trademarxonline.com/submissions/show/576628>

EXHIBIT 9C

Dudding, Sharon

From: Dudding, Sharon
Sent: Tuesday, May 03, 2011 9:43 AM
To: 'DecWallCreArt@aol.com'
Subject: RE: Virginia Tech Licensing/Information needed

There are certain categories of products that we are registered for and ® should be used with those goods. With products that do not fall into those categories a TM should be used. When you submit your artwork on Trademarx you will be told if a change is needed.

Your Ottoman, Table Storage Unit will need to have a TM.

Please let me know if you have any other questions.

Thank you,
Sharon

~~~~~  
Sharon Dudding  
Virginia Tech  
Licensing Support Tech  
202C Media Building 0161  
Blacksburg, VA 24061  
Ph-540-231-3748  
Fax-540-231-3878  
~~~~~

From: DecWallCreArt@aol.com [mailto:DecWallCreArt@aol.com]
Sent: Tuesday, May 03, 2011 9:40 AM
To: Dudding, Sharon
Subject: Re: Virginia Tech Licensing/Information needed

Sharon, I'm ordering the Mascot "HOKIE". Will all the future marks be TM, or is this just for the sample for the Licensing review.

Thank You

Elizabeth Berryman-Kent
Decorative Walls & Creative Arts LLC
1518 Jacquelin Street
Richmond, Virginia 23220

Appl. EXHIBIT <u>9C</u>
WITNESS <u>Norris</u>
DATE: <u>5-12-16</u>
KATHERINE P FORD, RPR

In a message dated 5/3/2011 9:15:06 A.M. Eastern Daylight Time, duddings@vt.edu writes:

Any Virginia Tech marks that you have should have a TM on them instead of ® for your product.

~~~~~

Sharon Dudding

Virginia Tech

Licensing Support Tech

202C Media Building 0161

Blacksburg, VA 24061

Ph-540-231-3748

Fax-540-231-3878

---

**From:** DecWallCreArt@aol.com [mailto:DecWallCreArt@aol.com]

**Sent:** Monday, May 02, 2011 4:13 PM

**To:** Dudding, Sharon

**Subject:** Re: Virginia Tech Licensing/Information needed

Sharon, The Virginia Tech ottoman that I'm building will be constructed without the MARK?

*thank you*

*Elizabeth Berryman-Kent*

*Decorative Walls & Creative Arts LLC*

*1518 Jacquelin Street*

*Richmond, Virginia 23220*

In a message dated 4/7/2011 10:22:01 A.M. Eastern Daylight Time, duddings@vt.edu writes:

Ms. Kent

I received your information however the insurance certificate is incorrect. Virginia Tech needs to be listed as certificate holder and additional insured. There needs to be some type of statement saying certificate holder is listed as additional insured.

Please update and email or fax 540-231-3878 an update certificate.

Thank you,

Sharon

~~~~~  
Sharon Dudding

Virginia Tech

Licensing Support Tech

202C Media Building 0161

Blacksburg, VA 24061

Ph-540-231-3748

Fax-540-231-3878
~~~~~

=

# **EXHIBIT 9D**

**Dudding, Sharon**

---

**From:** Stacy Zellner <szellner@collegeconcepts.com>  
**Sent:** Wednesday, June 01, 2011 3:01 PM  
**To:** Dudding, Sharon  
**Subject:** RE: Virginia Tech artwork

Sharon,

Thank you for your reply. I will forward to our art department so that they are aware of these TM and ® requirements.

Stacy

---

**From:** Dudding, Sharon [mailto:duddings@vt.edu]  
**Sent:** Wednesday, June 01, 2011 2:46 PM  
**To:** 'szellner@collegeconcepts.com'  
**Cc:** 'sholmes@collegeconcepts.com'  
**Subject:** Virginia Tech artwork

Stacy,

There are certain categories of products that we are registered for and ® should be used with those goods. With products that do not fall into those categories a TM should be used. When you submit your artwork on Trademarx you will be told if a change is needed. No new artwork page will be added.

There was an email sent out around March 15, 16, 2011.

*Virginia Tech has requested that LRG forward the following update to their graphic identity program on their behalf.*  
Dear Licensee:

We need to address a couple questions that have recently been brought to our attention regarding Virginia Tech trademarks and the use of ® and TM.

1. The name Hokies, in the plural form, will continue to be designated with ® in connection with the sale of the vast majority of licensed merchandise. The singular form, Hokie, should now always be designated with TM. This change was made several months ago on our artwork on LRG Trademarx Online but we wanted to bring it to your attention again.
2. Many of the Virginia Tech trademarks are designated as registered ® for a substantial number of different goods as listed on the registrations. However, there are a small number of licensed goods that may not be listed in the registrations. The correct marking on these goods will therefore be TM depending on the nature of the goods. **The Virginia Tech Licensing Department will make the determination of whether ® or TM is needed when the product sample and/o artwork are submitted, and you will be informed of any required changes.**

**Please remember that you are required to submit ALL artwork for every production run even if the artwork has been approved in the past.** This will eliminate any possible inadvertently improper marking that might arise in the future.

~~~~~  
Sharon Dudding
Virginia Tech
Licensing Support Tech
202C Media Building 0161
Blacksburg, VA 24061

Appl. EXHIBIT <u>9D</u>
WITNESS <u>Norris</u>
DATE: <u>5-12-16</u>
KATHERINE P FORD, RPR

Ph-540-231-3748
Fax-540-231-3878

~~~~~

# **EXHIBIT 9E**

## Dudding, Sharon

---

**From:** Dudding, Sharon  
**Sent:** Wednesday, June 08, 2011 3:22 PM  
**To:** debra@treasures-trinkets.com  
**Subject:** Virginia Tech artwork

Debra

There are certain categories of products that we are registered for and ® should be used with those goods. With products that do not fall into those categories a TM should be used. In this case is a bracelet.

When you submit your artwork on Trademarx you will be told if a change is needed.

There was an email that went out from LRG around March 15<sup>th</sup> or 16<sup>th</sup>.

*Virginia Tech has requested that LRG forward the following update to their graphic identity program on their behalf.*

Dear Licensee:

We need to address a couple questions that have recently been brought to our attention regarding Virginia Tech trademarks and the use of ® and TM.

1. The name Hokies, in the plural form, will continue to be designated with ® in connection with the sale of the vast majority of licensed merchandise. The singular form, Hokie, should now always be designated with TM. This change was made several months ago on our artwork on LRG Trademarx Online but we wanted to bring it to your attention again.
2. Many of the Virginia Tech trademarks are designated as registered ® for a substantial number of different goods as listed on the registrations. However, there are a small number of licensed goods that may not be listed in the registrations. The correct marking on these goods will therefore be TM depending on the nature of the goods. **The Virginia Tech Licensing Department will make the determination of whether ® or TM is needed when the product sample and/or artwork are submitted, and you will be informed of any required changes.**

**Please remember that you are required to submit ALL artwork for every production run even if the artwork has been approved in the past.** This will eliminate any possible inadvertently improper marking that might arise in the future.

-----  
Sharon Dudding  
Virginia Tech  
Licensing Support Tech  
202C Media Building 0161  
Blacksburg, VA 24061  
Ph-540-231-3748  
Fax-540-231-3878  
-----

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

From: noreply@trademarxonline.com [mailto:noreply@trademarxonline.com]  
Sent: Wednesday, June 08, 2011 3:15 PM  
To: Dudding, Sharon  
Cc: debra@treasures-trinkets.com  
Subject: New comment posted

|                       |
|-----------------------|
| App: EXHIBIT 9E       |
| WITNESS Norris        |
| DATE: 5-12-16         |
| KATHERINE P FORD, RPR |

A new comment has been posted on Design Number 4733 by Treasures & Trinkets, Inc.:

May I ask why this product needs the TM instead of the ®? I've looked at the logo in the .eps file posted here and it has the circle R. Other products I've seen out in the marketplace, such as watches, usb sticks, t-shirts, hats, etc. all have the circle R.

Click the link below to view the submission.

<http://college.trademarkonline.com/submissions/show/599419>

# **EXHIBIT 9F**

**Dudding, Sharon**

---

**From:** Dudding, Sharon  
**Sent:** Thursday, June 09, 2011 3:30 PM  
**To:** 'art@elevenwest.com'  
**Subject:** Virginia Tech artwork

Jessie,

There are certain categories of products that we are registered for and ® should be used with those goods. With products that do not fall into those categories a TM should be used. When you submit your artwork on Trademarx you will be told if a change is needed

There was an email sent out around March 15, 16, 2011.

*Virginia Tech has requested that LRG forward the following update to their graphic identity program on their behalf.*

Dear Licensee:

We need to address a couple questions that have recently been brought to our attention regarding Virginia Tech trademarks and the use of ® and TM.

1. The name Hokies, in the plural form, will continue to be designated with ® in connection with the sale of the vast majority of licensed merchandise. The singular form, Hokie, should now always be designated with TM. This change was made several months ago on our artwork on LRG Trademarx Online but we wanted to bring it to your attention again.
2. Many of the Virginia Tech trademarks are designated as registered ® for a substantial number of different goods as listed on the registrations. However, there are a small number of licensed goods that may not be listed in the registrations. The correct marking on these goods will therefore be TM depending on the nature of the goods. **The Virginia Tech Licensing Department will make the determination of whether ® or TM is needed when the product sample and/or artwork are submitted, and you will be informed of any required changes.**

**Please remember that you are required to submit ALL artwork for every production run even if the artwork has been approved in the past.** This will eliminate any possible inadvertently improper marking that might arise in the future.

~~~~~  
Sharon Dudding
Virginia Tech
Licensing Support Tech
202C Media Building 0161
Blacksburg, VA 24061
Ph-540-231-3748
Fax-540-231-3878
~~~~~

|                          |
|--------------------------|
| Appt. EXHIBIT <u>9 F</u> |
| WITNESS <u>Norris</u>    |
| DATE: <u>5-12-16</u>     |
| KATHERINE P FORD, RPR    |

# **EXHIBIT 9G**

**Dudding, Sharon**

---

**From:** shollar1@cox.net  
**Sent:** Friday, June 17, 2011 12:01 PM  
**To:** White, Locke  
**Cc:** Dudding, Sharon  
**Subject:** RE: Product/Artwork Approval Question

Thanks Locke,

I think I have a basis now for at least giving it an educated guess whether to go with TM or R, with of course your office having the final say.

thanks again,

steve

---- "White wrote:

- > Steve,
- >
- > See my answers below in red.
- >
- > Locke White
- > Director of Licensing
- > Virginia Tech Licensing & Trademark (0161) 202C Media Building
- > Blacksburg, VA 24061
- > (540) 231-3748
- >
- > [cid:image001.jpg@01CC2CDE.4D869810]
- >
- > From: Steve Hollar [mailto:shollar1@cox.net]
- > Sent: Wednesday, June 15, 2011 8:33 PM
- > To: White, Locke
- > Cc: Dudding, Sharon
- > Subject: Product/Artwork Approval Question
- >
- > Hi Locke, Sharon,
- >
- > And yes, I have a few more questions.
- >

|                        |
|------------------------|
| APPI EXHIBIT <u>96</u> |
| WITNESS <u>Norris</u>  |
| DATE: <u>5-12-16</u>   |
| KATHERINE P FORD, RPR  |

- > I submitted earlier this week through TradeMarx a corian cutting board with VT inlays and the TM mark for artwork approval. You approved and requested a product sample, of which I'll package up a sample this weekend.
- >
- > Based on our discussion in March where you approved a corian napkin holder and corian lazy susan with a note to use the TM instead of the Registered mark on those products, I assumed (apparently correctly) that a TM would be required on the corian cutting board.
- >
- > My products generally fall in 2 material categories, glassware and
- > corian products. I understand that each product needs to have its own
- > TM/R decision, but as a "general" rule for me to initially produce a
- > product for approval;
- >
- >
- > The determination as to whether a product needs a ® or a TM is based on what the product is, and not what it is made of. For instance "Hokies" is registered for a number of different categories of products like precious metals, paper articles, and clothing. Under each major category there is a specific list of products. For instance, under the category of clothing there are t-shirts, sport shirts, sweat pants, and others. If a product is on the list, like t-shirts, then it would get a ®. If however, the product was socks, it would get the TM because socks is not listed.
- >
- > 1) Is this assumption correct?
- >
- > \*
- > glassware should have the R on the VT logo The VT trademark is
- > registered for drinking glasses, mugs, plastic cups, and more, so there is a good likelihood that it would get an ®. To be better safe than sorry however it is always best to check with us first before producing the item.
- >
- > \* corian products should have the TM on the VT logo
- > See answer above.
- > 2) If I had submitted the cutting board as a wood product, would the VT have the TM or R mark? Just trying to get a handle on whether the decision is based on 1) what the product is, or 2) what the product is made from
- >
- > Again, see answer above.
- >
- > 3) Does Hokies which normally has the R mark, also have the TM issue? Another words, if I'm instructed to use the TM for the VT logo on a particular product, I can assume that if I use the Hokies phrase on that product, should also use the TM with Hokies on that product?
- >
- > The determination of ® or TM for Hokies is again made case by case for each product. HOWEVER, the name Hokie (singular) will ALWAYS get the TM no matter what the product is.
- >
- > Hopefully I did not confuse you more. If you ever have a question, just shoot us an email and we will give you an answer usually within 24 hours.

>  
> Locke  
>  
> thanks,  
>  
> Steve  
>  
> Steve Hollar  
> Game Day Designs  
>  
>  
>  
>  
>

**EXHIBIT 10**

Institution Decision: Approved with Changes - 09/19/2012

Tags:

Art Info    Add'l Info    Comments    Ad-hoc R...

Licensee: M3 Safe LLC

|  |                                                                                        |
|--|----------------------------------------------------------------------------------------|
|  | [09/19/12 11:40:00 AM] [VIRGIT]<br>Please replace the register mark on Hokie with a TM |
|  | [09/18/12 1:46:00 PM] [tmcginn]<br>Hokie needs TM                                      |

Drawing Tools

Art Board Zoom Tool

Multi-Page File



154%

PAGE 1 / 1

**SOFFE**

DESIGN # **A1054350**

**MH 720**

Licensing: **CLC ROYALTY**

VIRGINIA TECH

Yvonne Jac

DSN: SR1421 Artist & Date: MH 9/17/2012



ACTUAL DESIGN SIZE: 12" Wide 8" High

PLEASE NOTE - Color copies and Electronic forms are not an exact match to actual production colors.

STYLE/COLOR: 7580V BLACK

SIZE RANGE  MENS  WOMENS  JUNIORS  BOYS  GIRLS  TODDLER  INFANT

Appr. EXHIBIT 10  
 WITNESS Norris  
 DATE: 5-12-16  
 KATHERINE P. FORD, RPR

VT.HOOS 000001

Institution Decision: Approved with Changes - 09/24/2012

Tags:

Art Info    Addtl Info    Comments    Ad-hoc R...

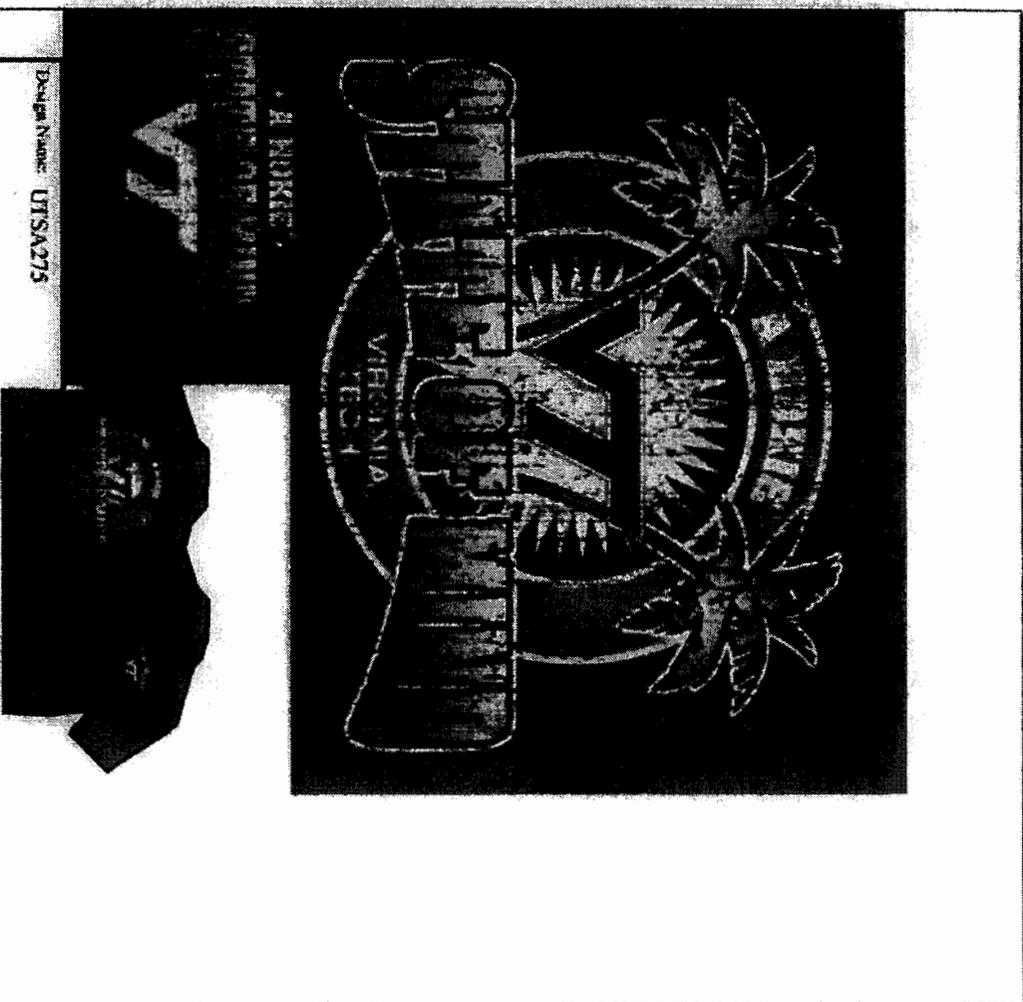
Licensee: Wholesale Screen Printing

|  |                                                                |
|--|----------------------------------------------------------------|
|  | [09/24/12 10:48:00 AM] [VIRGINTI]                              |
|  | For the word HOKIE, please replace the register mark with a TM |
|  | [09/24/12 7:58:00 AM] [VIRGINTI]                               |
|  | other than TM on Hokie, ok?                                    |
|  | [09/21/12 11:47:00 AM] [img/in]                                |
|  | Hokie' needs TM                                                |



Art Board Zoom Tool 100%

Multi-Page File PAGE 1 / 1



Design Name: UTSAC275

Institution Decision: Approved with Changes - 09/24/2012

Tags:

Art Info    Add'l Info    Comments    Ad-hoc R...

Licenses: Wholesale Screen Printing

[09/24/12 10:47:00 AM] [VIRGIT]

For the word Hokie, please replace the register mark (R) with a TM

[09/24/12 7:57:00 AM] [VIRGIT]

OK other than TM on Hokie

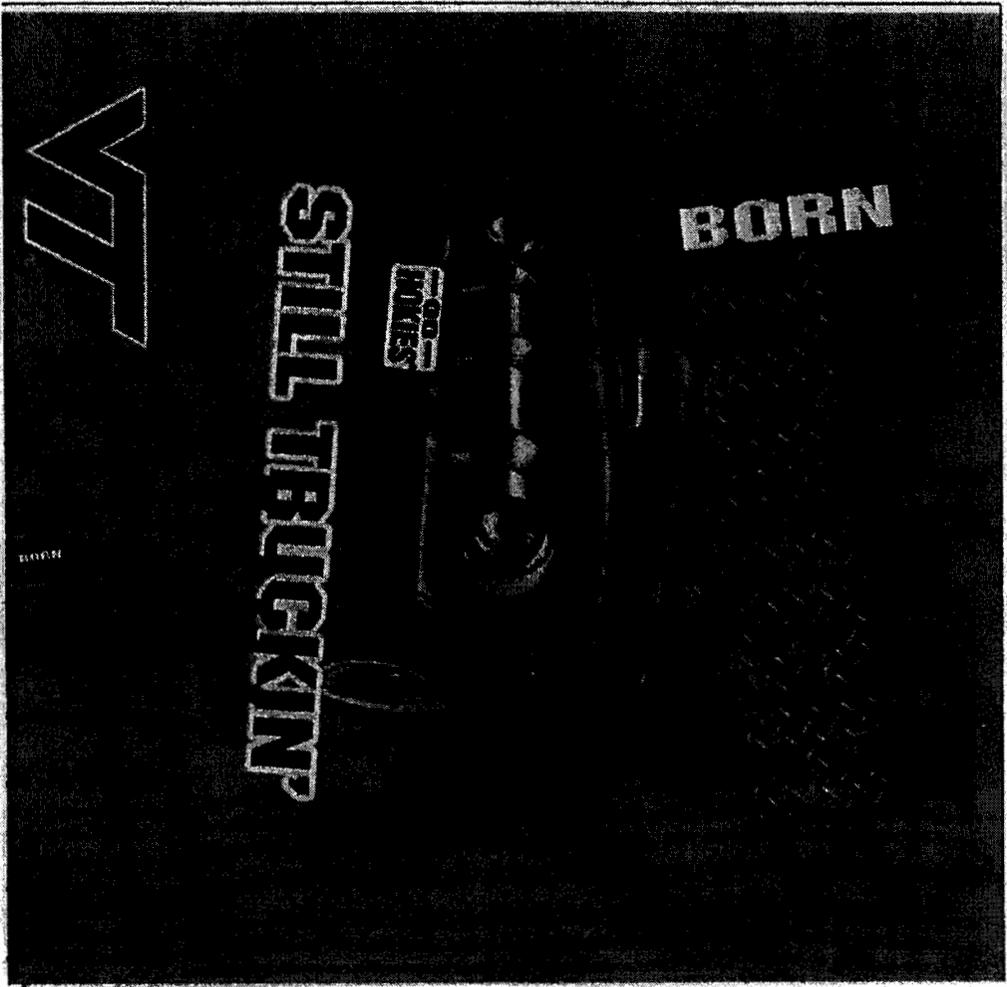
Drawing Tools



Art Board Zoom Tool



Multi-Page File



Institution Decision: Approved with Changes - 08/23/2012

Tags:

Art Info    Adm't Info    Comments    Ad-hoc R...

Licensed: AS

|  |                                                                                                                                                                                                                                            |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>[08/23/12 11:23:00 AM] [VINIGTT]<br/>         Submit sample to Virginia Tech<br/>         Please place a TM on the word Hokie<br/>         Please place the register mark on the VT<br/>         that is in the state. make visible</p> |
|  | <p>[08/23/12 10:19:00 AM] [VINIGTT]<br/>         OK?</p>                                                                                                                                                                                   |
|  | <p>[08/23/12 9:35:00 AM] [bedmondson]<br/>         Hokie needs a TM, VT logo needs a (R)</p>                                                                                                                                               |
|  | <p>[08/21/12 10:01:00 AM] [37575]<br/>         ovd label<br/>         FEATURED IN UPCOMING CATALOG. TRYING<br/>         TO GET AHEAD ON APPROVALS.</p>                                                                                     |

**LOCATION: FRONT**

Drawing Tools

Art Board Zoom Tool 159%

Multi-Page File PAGE 1 / 1

CHANGE

ART DEPARTMENT

APR 2012

Institution Decision: Approved with Changes - 02/26/2013

Tags:

Art Info

Add'l Info

Comments

Ad-hoc R...

Licenses: Legacy Athletic

[02/26/13 8:40:00 AM] [VIRGIT]

For the word "Hokie" only please replace the (R) with a TM

Drawing Tools



Art Board Zoom Tool

225%

Multi-Page File

PAGE 1 / 1

EDUCATION TOWN  
Logo Style Toddler Relaxed T will



Institution Decision: Approved with Changes - 05/17/2013

Tags:

Art Info

Addr: Info

Comments

Ad-hoc R...

Licensee: MJ Softe LLC

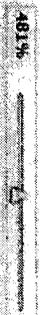
[05/17/13 3:48:00 PM] [VIRGIL]

For the word "Hoke" only please replace the  
register mark with a TM

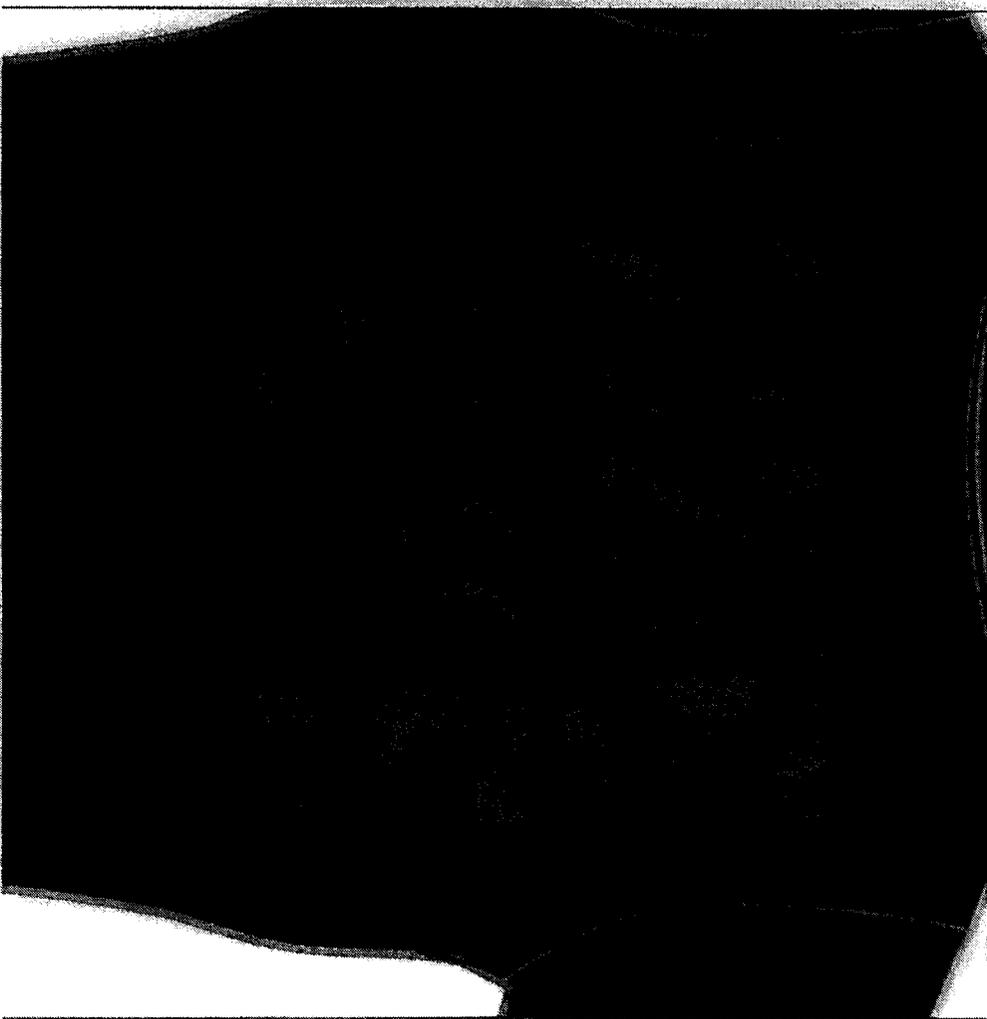
Drawing Tools



Act Board Zoom Tool



Multi-Page File



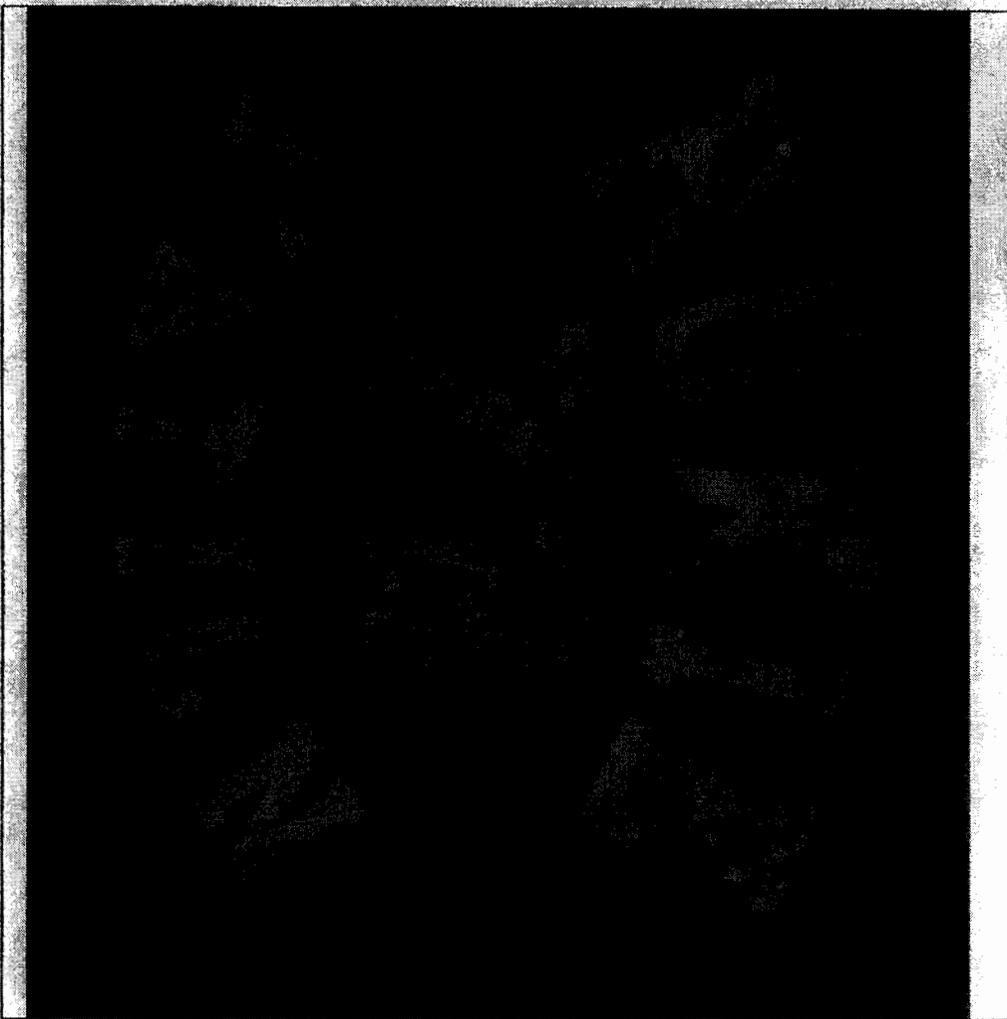
Institution Decision: Disapproved - 07/29/2013

Tags:

Art Info    Add'l Info    Comments    Ad-hoc R...

Licenses: MV Sport

|                                        |                                                                                                                |
|----------------------------------------|----------------------------------------------------------------------------------------------------------------|
| [07/29/13 8:57:00 AM] [VIRGIT]         | For the word "Hokie" a TM needs to be used. Please replace the (R) to a TM and resubmit the corrected artwork. |
| [07/29/13 8:22:00 AM] [lowhite@vt.edu] | Needs TM                                                                                                       |
| [07/29/13 7:39:00 AM] [VIRGIT]         | TM on Hokie                                                                                                    |
| [07/24/13 4:23:00 PM] [11592]          | INK COLOR- PMS158<br>PULL CHEST                                                                                |



Art Board Zoom Tool  
190%

Multi-Page File  
PAGE 1 / 1

Institution Decision: Disapproved - 09/01/2013

Tags:

Art Info    Advt'l Info    Comments    Ad-hoc R...

Licensee: MV Sport

|            |                                                                                             |
|------------|---------------------------------------------------------------------------------------------|
| [REDACTED] | [08/01/13 8:23:00 AM] [VIRGIT]                                                              |
| [REDACTED] | Hokie needs to have a TM. See logos on demand. Please provide artwork with logo on product. |
| [REDACTED] | [07/27/13 9:57:00 AM] [11592]                                                               |
| [REDACTED] | INK COLOR-PMS156<br>FULL CHEST                                                              |

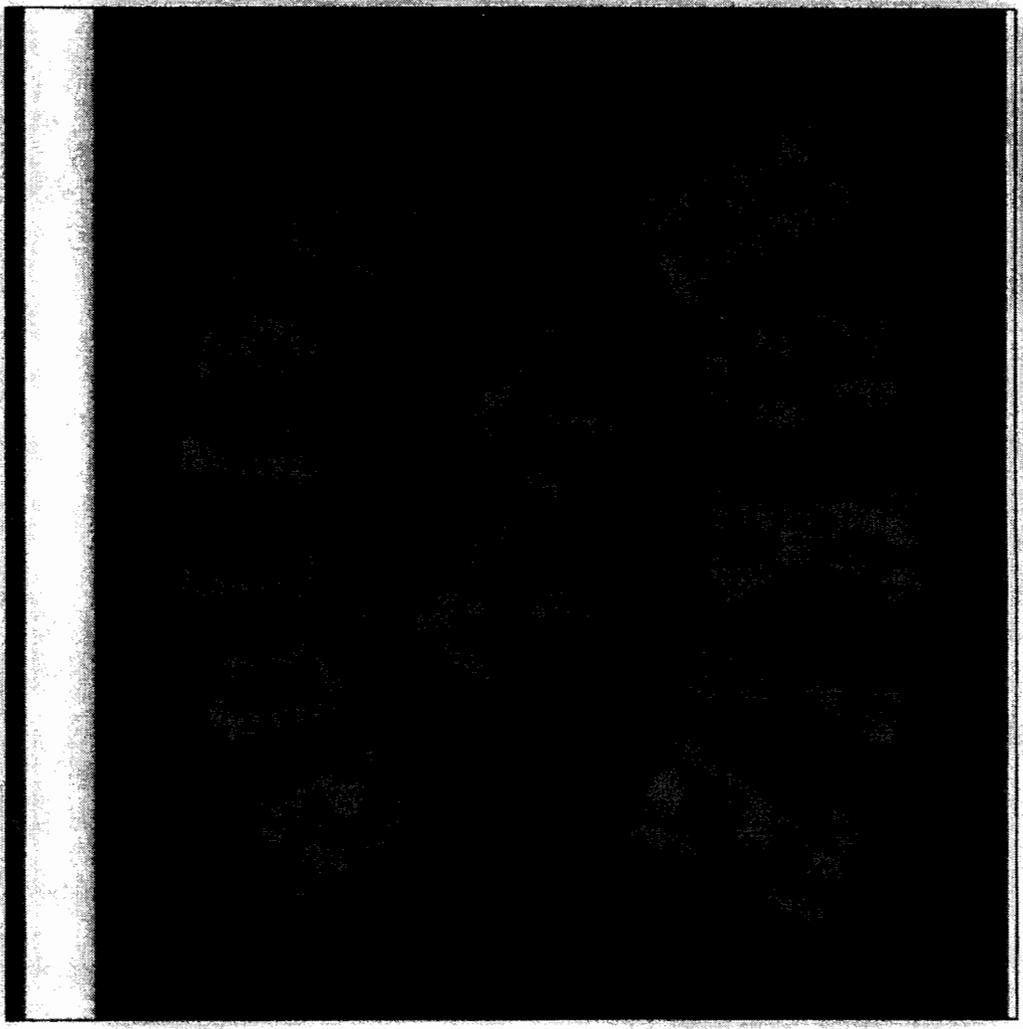
Drawing Tools



Art Board Zoom Tool



Multi-Page File



Institution Decision: Disapproved - 02/05/2014

Tags:

Art Info   Addt'l Info   Comments   Ad-hoc R...

Licensee: New World Graphics

|  |                                                                                                                                    |
|--|------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>[02/05/14 7:54:00 AM] [VIRGIT]<br/>The word "Hokie" needs to have a TM<br/>Please correct and resubmit</p>                      |
|  | <p>[02/03/14 9:03:00 AM] [12892]<br/>Sorry I uploaded the original artwork ---<br/>here is the revised artwork. Thanks Michele</p> |

Drawing Tools

Art Board Zoom Tool

Multi-Page File

140% ◀ PAGE 1 / 1 ▶



VT.HOOS.000011

Institution Decision: Disapproved - 02/20/2014

Tags:

Art Info    Addtl Info    Comments    Ad-hoc R...

Licensed: Knights Apparel Inc.

[02/20/14 8:42:00 AM] [VIRGIT]

Please replace the register mark on "HOKLE" with a TM

Resubmit corrected artwork.

Drawing Tools



Art Board Zoom Tool

145%

Multi-Page File

PAGE 1 / 1

HOKLE NATION

Institution Decision: Disapproved - 02/27/2014

Tags:

Art Info    Adm'l Info    Comments    Ad-Proc R...

Licensee: NIKE USA Inc.

[02/27/14 12:59:06 PM] [VTR611]

Please change the register mark on Hokie to a TM.

Hokies gets a register mark  
Hokie gets a TM

Drawing 1093

Art Board 400m 100f

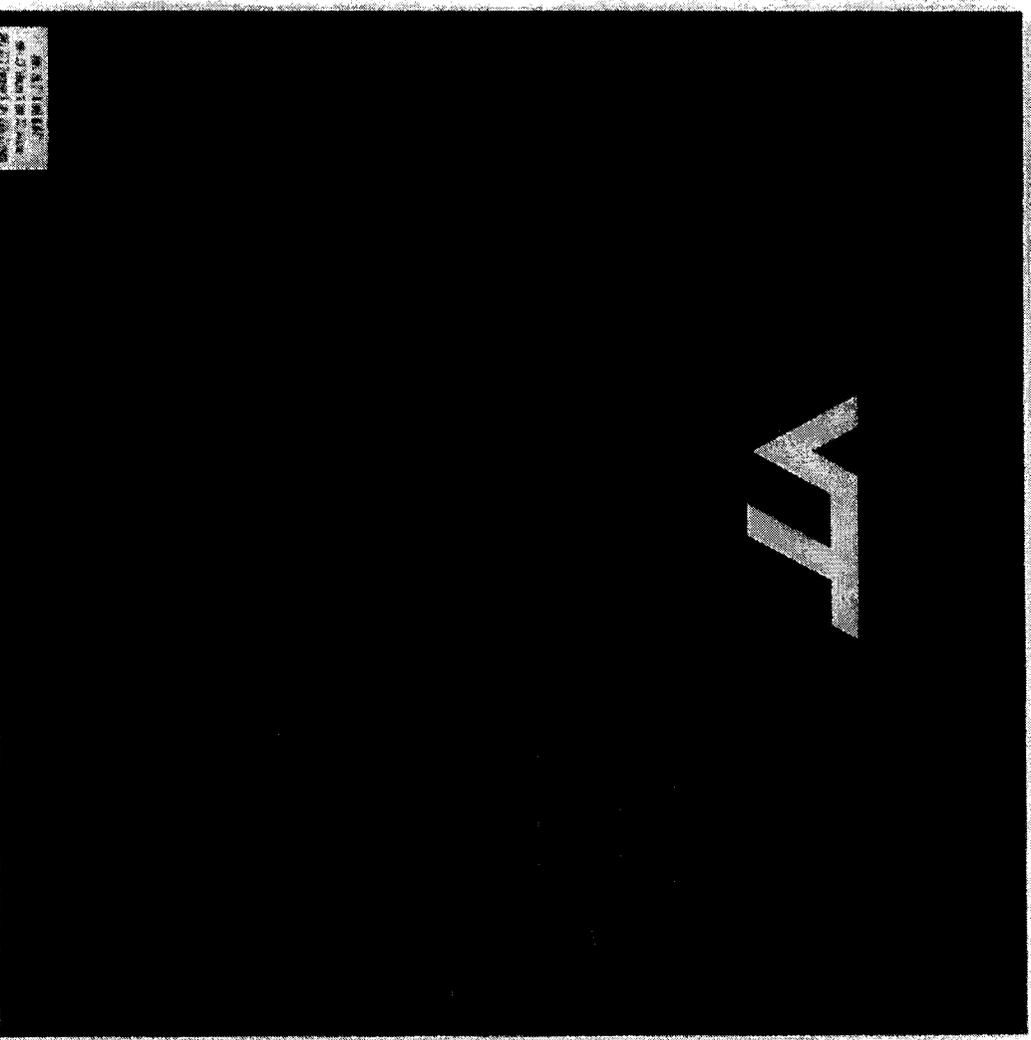


268%



Multi-Page File

PAGE 1 / 1



02/27/2014 12:59:06 PM  
VTR611

Institution Decision: Disapproved - 03/06/2014

Tags:

Art Info    Add'l Info    Comments    Ad-hoc R...

Licensee: Royce Apparel Inc

[03/06/14 12:42:00 PM] [VIRGIT]

Please place a register mark on "Virginia Tech"

Please replace the register mark on "Hokie" with a TM

Resubmit

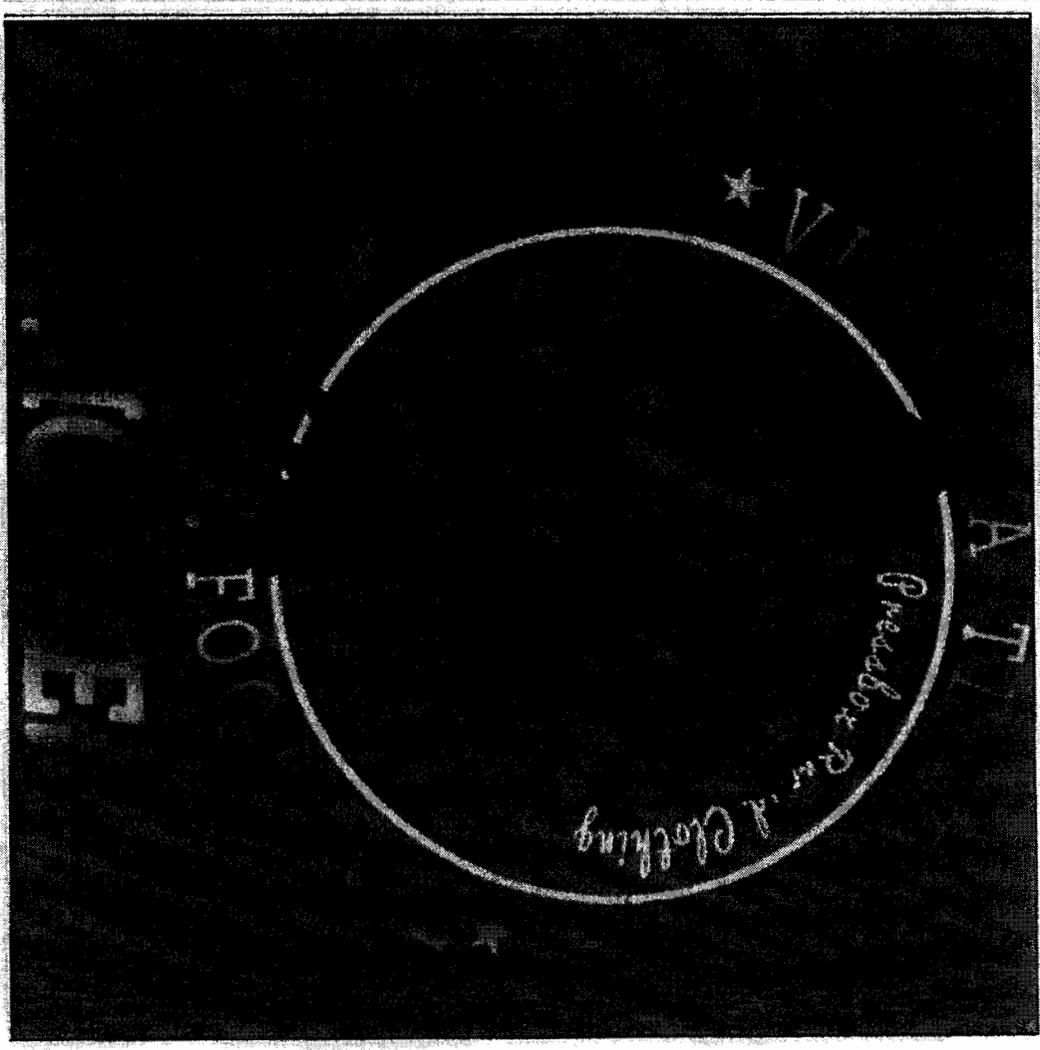
[03/06/14 10:25:00 AM] [imginn]

Virginia Tech needs circle R

Drawing Tools

Art Board Zoom Tool

Multi-Page File



Institution Decision: Disapproved - 04/04/2014

Tags:

Art Info   Addit'l Info   Comments   Ad-hoc R...

Licensee: For The Glory

[04/04/14 11:03:00 AM] [VIRGIT]

Please change the register mark on "Hokie"  
to a TM and resubmit.

[04/01/14 5:29:00 PM] [34656]

screenprint on ladies tshirt

Drawing Tools

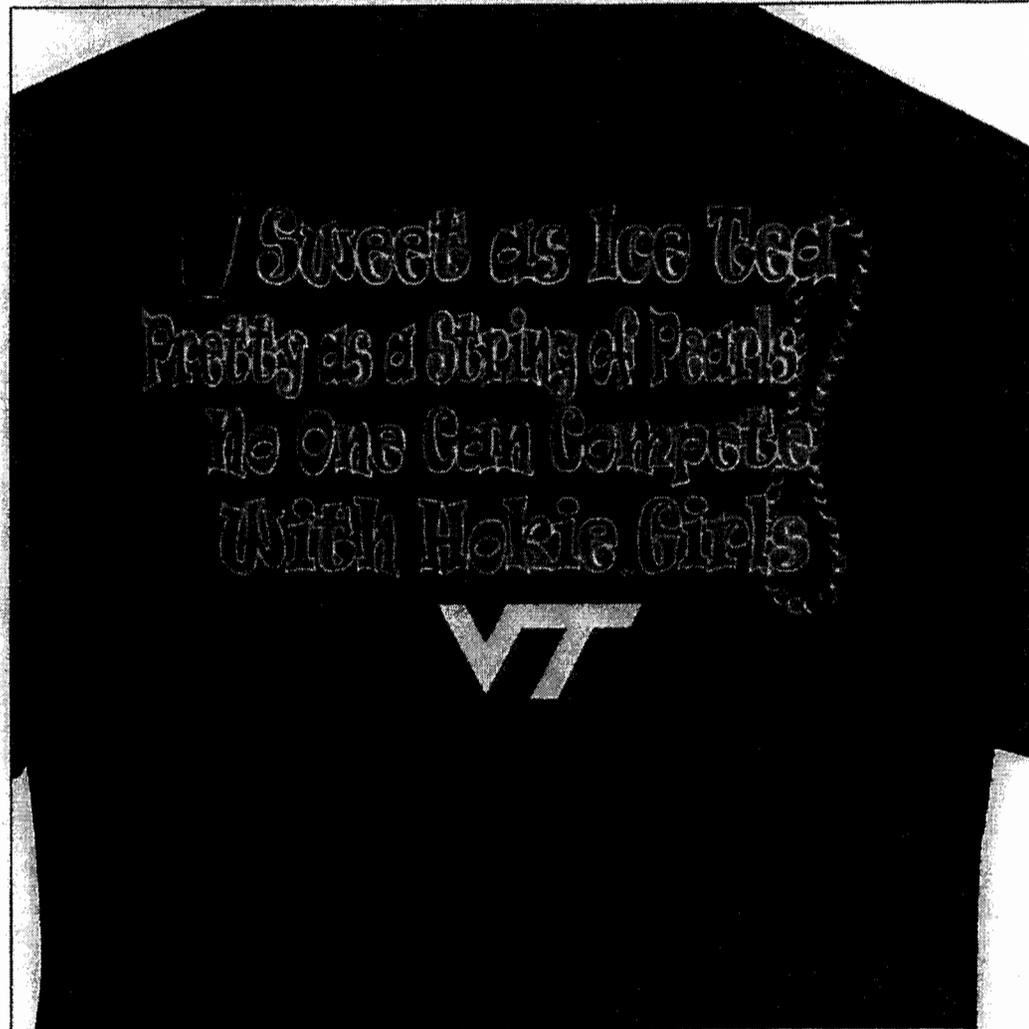
Art Board Zoom Tool

Multi-Page File



346%

PAGE 1 / 1



VT.HOOS.000015

Institution Decision: Approved with Changes - 08/27/2013

Tags:

Art Info    Adm't Info    Comments    Ad-hoc R...

Licensee: Invision Inc. dba Campus Emporium

[08/27/13 7:58:00 AM] [VIRGILI]

Please replace the register mark (R) on the word "Hokie" with a TM

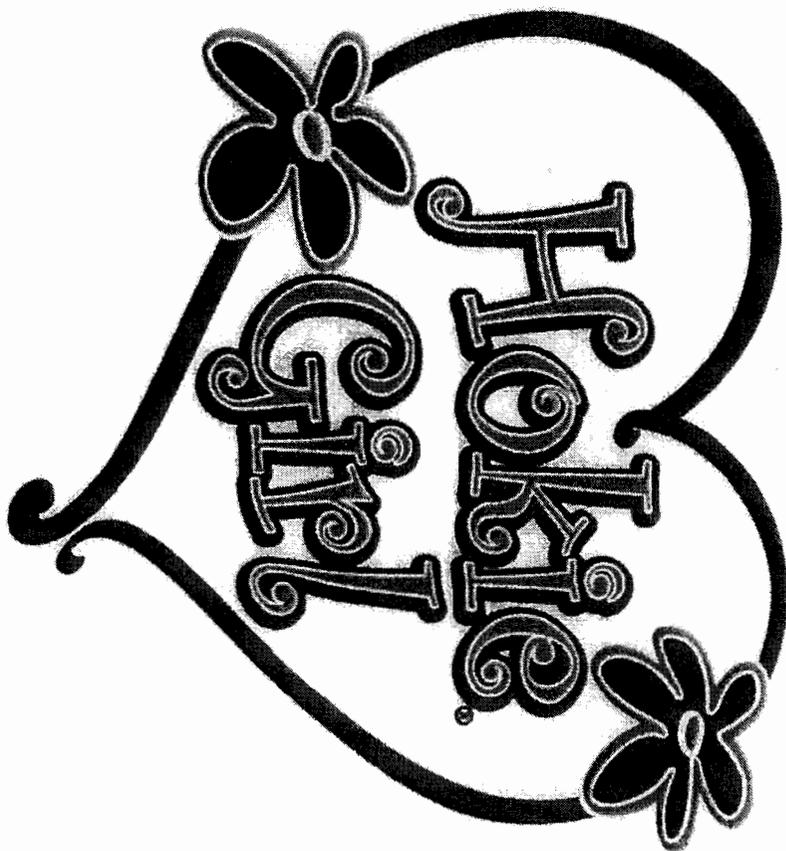


Art Board Zoom Tool

100%

Multi-Page File

PAGE 1 / 1





Tags:

App Info

Advtl Info

Comments

Ad-hoc R...

Licensee: Knights Apparel Inc. (Star Wars)



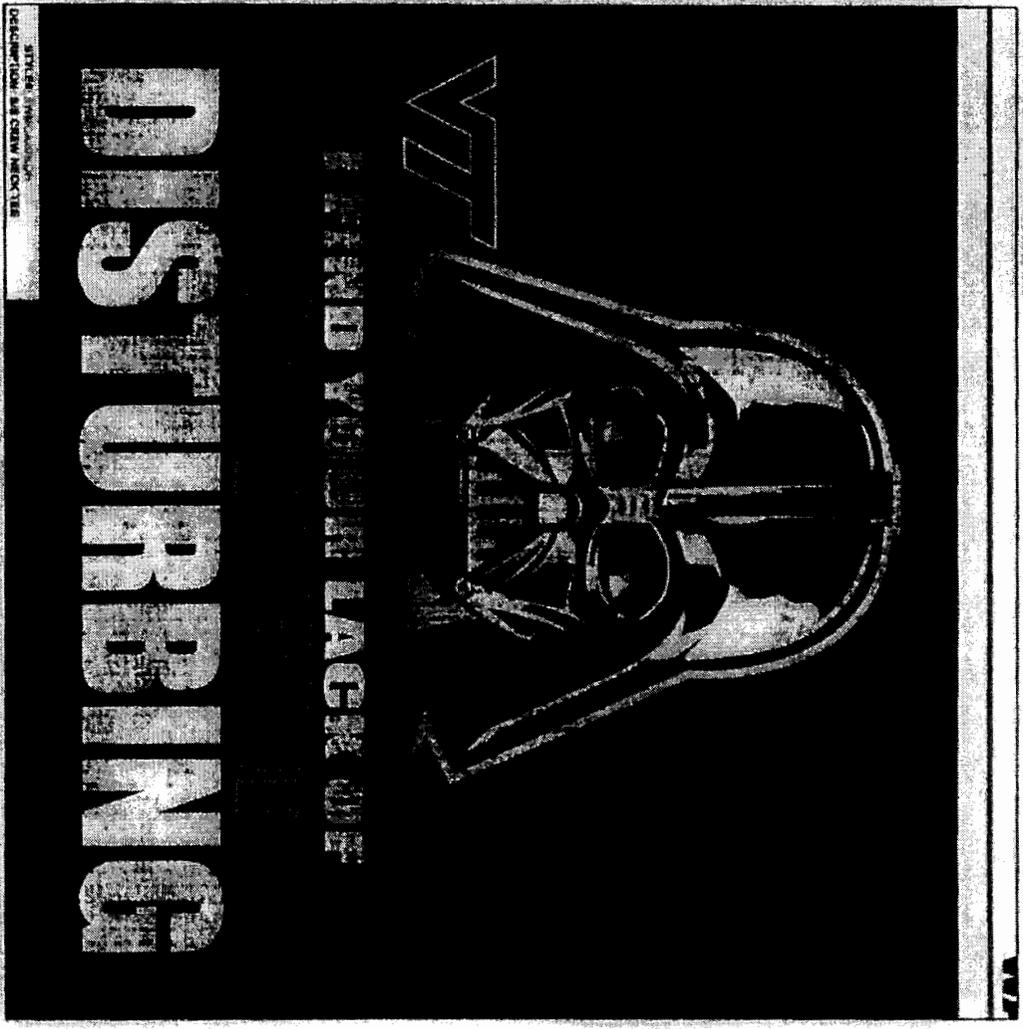
[06/02/15 3:08:00 PM] [VIRGIL]  
Please replace the register mark on "Hokie"  
singular with a TM and resubmit.



154%



PAGE 1 / 1



STYLING INFORMATION  
DESCRIPTION SEE CREW NOTES

Institution Decision: Disapproved - 07/15/2015

Tags:

Art Info Advt' Info Comments Ad-hoc R...

Licensee: High Peak Sportswear

[07/15/15 8:13:00 AM] [VIRGINIA]

For the back design, please replace the register mark on the word "Hokie" with a TM and resubmit.

[07/13/15 5:31:00 PM] [13848]

72 jerseys for High Peak retail. My contact is Faye Smith - fsmith@hipeak.com

Drawing Tools

Art Board Zoom Tool 176%

Multi-Page File PAGE 1 / 1

VIRGINIA TECH

Back design

HOKIE

## **EXHIBIT 11**



**VirginiaTech**  
*Invent the Future*

# UNIVERSITY RELATIONS

## POLICY AND PROCEDURES MANUAL

Revised: July 2011

|                       |                |
|-----------------------|----------------|
| Appl. EXHIBIT         | <u>11</u>      |
| WITNESS               | <u>Norris</u>  |
| DATE:                 | <u>5-12-16</u> |
| KATHERINE P FORD, RPR |                |

All advertising should reflect the established Virginia Tech graphic identity and promote key institutional messages in ways that are consistent across campuses, departments, and units. This will ensure that the university and its campuses and units are presented to the public in a consistent, coherent manner, and that university resources are expended efficiently and effectively.

The areas of primary concern Marketing and Publications may review with units are:

- brand style
- graphic design
- copywriting
- media plan efficiency

If issues are identified, Marketing and Publications will provide free consulting services as needed to address these issues (see *Requests for Assistance* below).

Units requesting advertising consultation or review should contact the brand marketing manager at [branding@vt.edu](mailto:branding@vt.edu) or 540-231-3899.

Marketing and Publications provides its consulting services at no cost.

### **Visitor Center**

Marketing and Publications is responsible for managing and staffing the university's Visitor Center. The unit maintains supplies of a variety of publications, including a university visitor guide.

The Visitor Center issues free visitor parking passes. The center is open 7:30 a.m. to 5:30 p.m. Monday-Friday. Beginning in September 2011, the center will expand its hours to include 8 a.m. to 2:30 p.m. Saturdays, and 1 p.m. to 5 p.m. Sundays. The center is not open weekdays when the university is closed.

### **Licensing and Trademark Administration**

Licensing and Trademark Administration's (Licensing) mission is to ensure that the image and reputation of Virginia Tech is upheld through effective management and protection of the university's trademarks. Licensing policies apply only to products authorized for resale.

Licensing strives to communicate to all organizations, departments, populations, and individuals affiliated or familiar with Virginia Tech the purpose and goals of the licensing program. Licensing Administration will work with other university departments and associations to ensure that all promotional activities involving the use of licensed products are administered in accordance with established licensing policies and procedures.

Licensing seeks to establish relationships with product manufacturers, retailers, and the general public to promote the benefits of producing, selling, and buying officially licensed products. Procedures for becoming a licensee can be found on the university's website at <http://www.unirel.vt.edu/licensing/>.

University Legal Counsel assists Licensing in administering various aspects of the licensing program, including policy development, contract administration, and license enforcement.

### ***Guidelines and Procedures***

#### **U.S. Trademark Laws and Requirements Overview**

The administrative requirements and procedures outlined in this section should be followed in order to achieve effective use and protection of all Virginia Tech trademarks. Non-compliance with the requirements in this section may result in trademark neglect, misuse, abandonment, or infringement.

Licensing adheres to all requirements set forth in The Lanham Act of 1946. This legislation governs trademark use and enforcement at the federal level by reducing unfair competition amongst businesses and protecting consumers from imitation products and services.

#### **Trademark Creation and Design**

Any department, organization, or individual associated with Virginia Tech may develop a design or phrase to be trademarked, usually at the request of the university president or other senior administrative official. The design will be evaluated for style, originality, and ability to portray a positive image.

The following administrative areas must review any trademark that will be registered and used by Virginia Tech:

- Licensing and Trademark Administration
- Legal Counsel
- the associate vice president of university relations
- the president of Virginia Tech

The president of Virginia Tech must give formal approval before any trademark is formally recognized and implemented.

Registration of a trademark will be coordinated by Licensing, in consultation with Legal counsel.

**Use of Virginia Tech's Trademarks****General**

University departments, colleges, organizations, and vendors must obtain written permission from Licensing to use Virginia Tech marks on any products. This includes, but is not limited to, pens, notebooks, caps, shirts, jackets, glassware, pins, and key rings. Licensing will submit an approval letter to the vendor printing the item. The letter will serve as the university's approval to produce Virginia Tech marks and will inform the vendor of royalty requirements. Only licensed vendors may produce items bearing university trademarks.

The university has registered the following marks:

**Virginia Tech®**

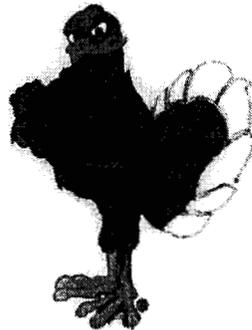
**Hokies®**

**Virginia Polytechnic Institute and State University®**

**Invent the Future®**



®





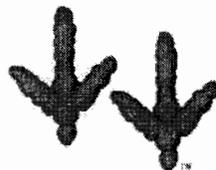
The trademarked HokieBird® and VT® are limited to athletic and informal usage and must not be used for academic applications, academic products, or university websites.

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

Most, but not all, uses of these marks must bear the ® registered mark. Licensing must state in its approval of each use of the mark whether the ® for registered mark or the ™ trademark symbol should be used.

The university also uses the following marks, which must always bear the ™ trademark symbol:

Hokie™





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

**VPI**  
**Va (or VA) Tech**  
**Virginia Polytechnic Institute**  
**Virginia Tech University**

Virginia Tech marks may not be used in conjunction with other trademarks or registered marks without written permission from the owner of the mark.

Licensing 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.

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

Questions about the status of a mark for use with products meant for resale should be referred to Licensing. All other questions about use of university marks should be directed to [branding@vt.edu](mailto:branding@vt.edu) or 540-231-3899.

### **Students and Departments**

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

Departments should adhere to the following guidelines for purchasing items bearing Virginia Tech trademarks with either HokieMart orders or American Express:

- The design being purchased must be submitted to Licensing for approval before the order

is placed (or requisition sent to Purchasing).

- The name of the vendor producing the order should be submitted to Licensing with the design.
- The vendor must be licensed with the university or must sign a one-time limited agreement. If the vendor selected is not licensed, the licensing director will determine whether the vendor may be used.

If the design is approved, Licensing will write an approval allowing the vendor to produce the design and giving the vendor royalty information including whether or not royalties are waived. A copy of the approval should be attached to the requisition package and submitted to Purchasing with the HokieMart order.

Royalties are usually waived for items produced exclusively for a university affiliated 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 university trademarks that are being sold as fundraisers by Registered Student Organizations (RSO) are usually not subject to standard royalty rates. The designs must be submitted for approval by Licensing, who will determine on a case-by-case basis whether royalties apply.

### **Becoming a Licensee**

Licensing protects and controls the use of Virginia Tech's name, nicknames, and other identifying marks for purposes of resale. 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 four phases:

- **Phase I:** The application is completed by the prospective licensee and returned with a \$50.00 administrative fee, generic samples of the products to be licensed, and product specification sheets of 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 then 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 applicant. The applicant also receives artwork, product specification forms, and labeling information.
- **Phase IV:** The applicant creates and submits Virginia Tech artwork. After artwork is approved, final Virginia Tech samples need to be submitted. Once approved, the applicant is fully licensed.

All contracts for Virginia Tech are renewed on July 1 of each year regardless of the date a

licensee becomes licensed.

All designs must be approved by Licensing 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. The complete application and \$50 application fee and samples of products to be licensed should be mailed to:

Virginia Tech Licensing  
202C Media Building (0161)  
Blacksburg, VA 24061

For additional information about Virginia Tech's licensing program, contact [licensing@vt.edu](mailto:licensing@vt.edu) or 540-231-3748.

### **Royalties from Licensed Products**

The university receives royalty payments for use of any of Virginia Tech's trademarks through licensing agreements required of any company producing products bearing Virginia Tech trademarks. All royalty payments received, less department administrative expenses, are allocated by the Budget Office.

See Licensing & Trademarks (<http://www.branding.unirel.vt.edu/licensing.php>) for additional information.

### **Publications**

Marketing and Publications produces publications and other visual media critical to the operation, goals, and mission of Virginia Tech. The unit's publication services are directed at public information, positioning, image-enhancement, fundraising, and recruitment efforts. The unit provides writing, editing, copy-editing, art direction, graphic design, and marketing support for projects generally at the university and college levels.

Among the visual media produced by the unit are:

- *Virginia Tech Magazine*
- *Virginia Issues & Answers*
- *VT NetLetter*
- *Research Magazine*
- *Corps Review*
- *Science Magazine*
- *Spheres*
- university annual report

**EXHIBIT 12**



# Virginia Tech

Current Revision Date: 9/22/15

Established: 1872

Location: Blacksburg, VA

Nickname: Hokies

Mascot Name: HokieBird

Conference: Atlantic Coast Conference (ACC)

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

12  
AD-1 EXHIBIT  
WITNESS Norris  
DATE: 5-12-16  
MATHEWINE P FORD

000500050000

|                                            |                                            |                                                        |                                      |
|--------------------------------------------|--------------------------------------------|--------------------------------------------------------|--------------------------------------|
| Maroon                                     | Orange                                     | Black                                                  | White                                |
| PANTONE 208 C<br>MADEIRA: 2225<br>RA: 2407 | PANTONE 158 C<br>MADEIRA: 1253<br>RA: 2213 | PANTONE Process Black C<br>MADEIRA: Black<br>RA: Black | White<br>MADEIRA: White<br>RA: White |

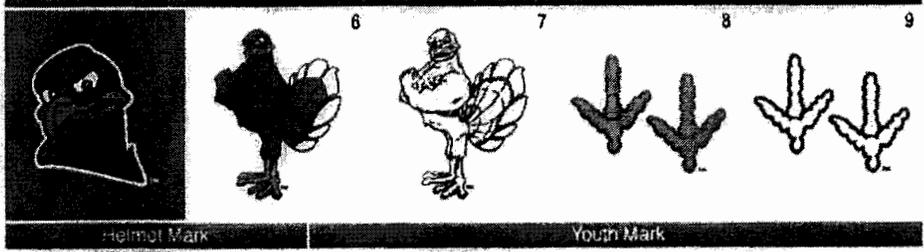
Approved University colors or the "PANTONE" colors listed on this page must be used. The colors on this page are not intended to match PANTONE color standards. For PANTONE color standards, refer to the current editions of the PANTONE color publications. "PANTONE" is a registered trademark of PANTONE, Inc.

### Primary Mark



A clean zone equal to the width of the stem of the "T" is required around the entire primary mark. Additional type, graphics, and images in the clean space that imply a combined logo are also prohibited.

### Secondary Marks

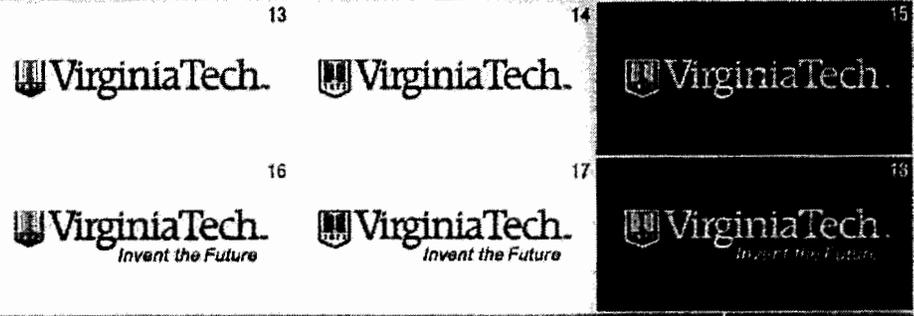


Helmet Mark

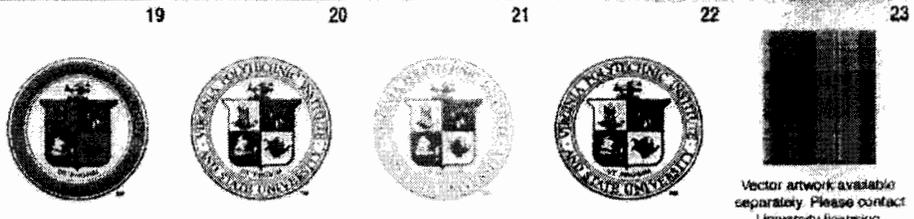
Youth Mark



### Institutional Marks



### School Seal



Vector artwork available separately. Please contact University Licensing.

**NOTE:** Some of Virginia Tech's marks require different designations (TM vs. ®) depending on the product category. Please consult the chart on the following page for a list of all the product categories in which each mark is federally registered.



# Virginia Tech

Current Revision Date: 9/22/15

## VT Mark



**Class 14** - Precious metals, jewelry, namely, gold pins, gold earrings, tie tacks, charms and rings, watches and clocks

**Class 16** - Paper articles, namely, writing paper, folders, note pads, stationery, loose leaf binders, diaries, bumper stickers, note books, calendars, post cards, posters and pens

**Class 18** - Leather and imitation leather goods, namely, brief case type portfolio covers and brief cases, travel bags, backpacks, wallets and umbrellas

**Class 21** - Drinking glasses, mugs, plastic cups, insulating sleeve holders for beverage cans, plates and waste paper baskets

**Class 25** - Clothing, namely, T-shirts, sport shirts, sweat pants, shorts, sweat shirts, sweaters, jerseys, pants, ties, baby bibs, caps, hats, shoes, jackets, and bath robes

## HokieBird Mark



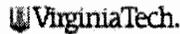
**Class 14** - Precious metals, jewelry, namely, gold pins, gold earrings, tie tacks, charms and rings, watches and clocks

**Class 16** - Paper articles, namely, writing paper, folders, note pads, stationery, loose leaf binders, diaries, bumper stickers, note books, calendars, post cards, posters and pens

**Class 21** - Drinking glasses, mugs, plastic cups, and waste paper baskets

**Class 25** - Clothing, namely, T-shirts, sport shirts, sweat pants, shorts, sweat shirts, sweaters, jerseys, pants, ties, baby bibs, caps, hats, shoes, jackets, and bath robes

## Institutional Mark



**Class 14** - Precious metals, jewelry, namely, gold pins, gold earrings, tie tacks, charms and rings, watches and clocks

**Class 16** - Paper articles, namely, writing paper, folders, note pads, stationery, loose leaf binders, diaries, bumper stickers, note books, calendars, post cards, posters and pens

**Class 21** - Drinking glasses, mugs, plastic cups, and waste paper baskets

**Class 25** - Clothing, namely, T-shirts, sport shirts, sweat pants, shorts, sweat shirts, sweaters, jerseys, pants, ties, baby bibs, caps, hats, shoes, jackets, and bath robes

## Seal Mark



**Class 14** - Precious metals, jewelry, namely, gold pins, gold earrings, tie tacks, charms and rings, watches and clocks

**Class 16** - Paper articles, namely, writing paper, folders, note pads, stationery, loose leaf binders, diaries, bumper stickers, note books, calendars, post cards, posters and pens

**Class 21** - Drinking glasses, mugs, plastic cups, insulating sleeve holders for beverage cans, plates and waste paper baskets

**Class 20** - Furniture

**Class 25** - Clothing, namely, T-shirts, sport shirts, sweat pants, shorts, sweat shirts, sweaters, jerseys, pants, ties, baby bibs, caps, hats, shoes, jackets, and bath robes

## Hokies Word Mark



**Class 14** - Precious metals, jewelry, namely, gold pins, gold earrings, tie tacks, charms and rings, watches and clocks

**Class 16** - Paper articles, namely, writing paper, folders, note pads, stationery, loose leaf binders, diaries, bumper stickers, note books, calendars, post cards, posters and pens

**Class 18** - Leather and imitation leather goods, namely, brief case type portfolio covers and brief cases, travel bags, backpacks, wallets and umbrellas

**Class 21** - Drinking glasses, mugs, plastic cups, insulating sleeve holders for beverage cans, and waste paper baskets

**Class 25** - Clothing, namely, T-shirts, sport shirts, sweat pants, shorts, sweat shirts, sweaters, jerseys, pants, ties, baby bibs, caps, hats, shoes, jackets, and bath robes

## Virginia Tech Word Mark



**Class 14** - Precious metals, jewelry, namely, gold pins, gold earrings, tie tacks, charms and rings, watches and clocks

**Class 16** - Paper articles, namely, writing paper, folders, note pads, stationery, loose leaf binders, diaries, bumper stickers, note books, calendars, post cards, posters and pens

**Class 18** - Leather and imitation leather goods, namely, brief case type portfolio covers and brief cases, travel bags, backpacks, wallets and umbrellas

**Class 20** - Furniture

**Class 21** - Drinking glasses, mugs, plastic cups, insulating sleeve holders for beverage cans, plates and waste paper baskets

**Class 25** - Clothing, namely, T-shirts, sport shirts, sweat pants, shorts, sweat shirts, sweaters, jerseys, pants, ties, baby bibs, caps, hats, shoes, jackets, and bath robes

## Virginia Polytechnic Institute and State University Word Mark



**Class 14** - Precious metals, jewelry, namely, gold pins, gold earrings, tie tacks, charms and rings, watches and clocks

**Class 16** - Paper articles, namely, writing paper, folders, note pads, stationery, loose leaf binders, diaries, bumper stickers, note books, calendars, post cards, and posters

**Class 21** - Drinking glasses, mugs, plastic cups, and waste paper baskets

**Class 25** - Clothing, namely, T-shirts, sport shirts, sweat pants, shorts, sweat shirts, sweaters, jerseys, pants, ties, baby bibs, caps, hats, shoes, jackets, and bath robes

## Tartan Pattern



**Class 25** - Clothing, namely, vests, shirts, sport shirts, trousers, ties, caps, hats, rolled base, scarves

### ADDITIONAL PERTINENT INFORMATION

- University seal permitted on products for resale
- No alterations or overlaying graphics to seal permitted
- University licenses consumables (must have expiration date on packaging)
- University licenses health and beauty products
- Mascot caricatures not permitted
- Cross licensing with other marks may be permitted with an additional agreement

- No use of current players' name, image, or likeness is permitted on commercial products in violation of NCAA rules and regulations
- No references to alcohol, drugs, or tobacco related products may be used in conjunction with University marks

**EXHIBIT 13**



1075 PEACHTREE STREET  
SUITE 3300  
ATLANTA GEORGIA  
30309

P 770 954 0520  
F 770 955 4491  
www.clc.com

AN INC COMPANY

VIA ELECTRONIC MAIL [sstephens@vadiner.com](mailto:sstephens@vadiner.com)

April 28, 2016

Mr. Scott Stephens  
Virginia Diner Inc.  
322 West Main Street  
Wakefield, VA 23888

Re: Virginia Tech

Dear Mr. Stephens:

It has been brought to our attention that Virginia Diner Inc. has produced and distributed merchandise bearing the Licensed Indicia of Virginia Tech containing incorrect trademark designations. Our records indicate the University licensing department notified your company in 2013 to change the incorrect designation from ® to ™. Additionally, your company was notified in the fall of 2015 to correct the designation. During the Spring Game at the University, merchandise was again found containing the incorrect ® designation. Please refer to MyiCLC or your CLC coordinator for proper trademark designations.

As you are aware, trademark designations serve as an important notice of trademark rights. Use of these designations is critical in safeguarding the intellectual property rights of our member schools. Therefore, it is imperative that all licensed merchandise bears the appropriate trademark designations. Please also inform all appropriate staff of the correct trademark designations for future productions to avoid monetary damages.

**To resolve this issue effectively:**

1. **Immediately** cease production and distribution of all merchandise containing the incorrect trademark designation;
2. Send all retail remaining merchandise to CLC for disposition;
3. Provide CLC with a written explanation of the steps your company intends to take to ensure compliance with the design approval process;
4. Provide a detailed accounting for all remaining inventory and sales of this merchandise to date, including profits earned. Damages may be assessed based on the information provided.

As of the date of this correspondence, due to your failure to respond to previous notifications and resolve this matter in a timely manner pursuant to the terms of your license agreement, your licensing agreement with Virginia Tech is suspended pending a final decision by the University. Your company is not permitted to produce and/or distribute merchandise containing the Licensed Indicia of Virginia Tech.

|                       |
|-----------------------|
| App: EXHIBIT 13       |
| WITNESS B. Norris     |
| DATE: 5-12-16         |
| KATHERINE P FORD, RPR |
| VT HOOS 000410        |

Please be reminded that your company is required to resolve any breach of the license agreement within fifteen (15) days of notification. As such, I will expect to receive the requested items no later than May 13, 2016. If you have any questions, please contact Sheldon Shorter [sshorter@clc.com](mailto:sshorter@clc.com) or 770-956-0520.

Sincerely,

A handwritten signature in black ink, appearing to read 'LaTonya Washington', written in a cursive style.

LaTonya Washington  
Associate Counsel

cc: Virginia Tech Licensing Department  
Partner Services, CLC