

ESTTA Tracking number: **ESTTA625007**

Filing date: **09/03/2014**

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

Proceeding.	91217553
Applicant	Defendant J.R. Mats, Inc.
Other Party	Plaintiff Internet Shops, Inc.
Have the parties held their discovery conference as required under Trademark Rules 2.120(a)(1) and (a)(2)?	No

### **Motion for Suspension in View of Civil Proceeding With Consent**

The parties are engaged in a civil action which may have a bearing on this proceeding. Accordingly, J.R. Mats, Inc. hereby requests suspension of this proceeding pending a final determination of the civil action. Trademark Rule 2.117.

J.R. Mats, Inc. has secured the express consent of all other parties to this proceeding for the suspension and resetting of dates requested herein.

J.R. Mats, Inc. has provided an e-mail address herewith for itself and for the opposing party so that any order on this motion may be issued electronically by the Board.

### **Certificate of Service**

The undersigned hereby certifies that a copy of this paper has been served upon all parties, at their address record by Facsimile or email (by agreement only) on this date.

Respectfully submitted,

/John P. Sullivan/

John P. Sullivan

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09/03/2014

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

J.R. MATS, INC.  
1519 McDaniel Drive  
West Chester, Pennsylvania 19380

Plaintiff,

v.

INTERNETSHOPSINC.COM  
d/b/a D.W. QUAIL GOLF  
103 Ashton Farms Drive  
Canton, Georgia 30115

Defendant.

CIVIL ACTION NO.

JURY TRIAL DEMANDED

**COMPLAINT**

This is an action for false advertising, trademark infringement, unfair competition, false designation of origin, unjust enrichment, and declaratory judgment that Plaintiff owns the trademark REAL FEEL GOLF MATS.

**PARTIES**

1. Plaintiff, J.R. Mats, Inc. is a Pennsylvania corporation d/b/a RealFeelGolfMats.com located at 1519 McDaniel Drive, West Chester, Pennsylvania 19380 (hereafter "J.R. Mats" or "Plaintiff").

2. Upon information and belief, Defendant InternetShopsInc.com is a Georgia company d/b/a D.W. Quail Golf (hereafter "D.W. Quail" or "Defendant").

3. Upon information and belief, Defendant has conducted and continues to conduct business within the Commonwealth of Pennsylvania, including within the Eastern District of Pennsylvania (the “District”).

### **JURISDICTION AND VENUE**

4. This action arises under the trademark laws of the United States, 15 U.S.C. § 1051 *et seq.* It also arises under principles of state common and statutory law. Federal question jurisdiction is conferred pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338.

5. This Court has supplemental jurisdiction over the claims brought under state statutory and common law pursuant to 28 U.S.C. §§ 1338(b) and 1367.

6. This Court has personal jurisdiction over Defendant because Defendant, *inter alia*, transacts business in the Commonwealth of Pennsylvania, engages in a persistent course of conduct in the Commonwealth of Pennsylvania, and expects, or reasonably should expect, its acts to have legal consequences in the Commonwealth of Pennsylvania.

7. Venue is proper in the District pursuant to 28 U.S.C. § 1391 because a substantial part of the acts and omissions giving rise to these claims occurred in the District, and Defendant expects, or reasonably should expect, its acts and omissions to have legal consequences in the District.

### **BACKGROUND**

8. J.R. Mats has been a leading designer and manufacturer of high-end commercial golf range mats for more than ten (10) years, offering golf practice mats

and practice mat systems that feature proprietary fiber blends and tufting technology.

9. J.R. Mats has used the “REAL FEEL GOLF MATS” trademark, trade name, and service mark (the “REAL FEEL GOLF MATS Mark”) since at least as early as 2006, doing business under the REAL FEEL GOLF MATS Mark and using the REAL FEEL GOLF MATS Mark in connection with its golf mat products.

10. Since at least as early as 2006, J.R. Mats has been labeling and/or imprinting its golf mat products with the REAL FEEL GOLF MATS Mark, whereby consumers have widely come to associate the REAL FEEL GOLF MATS Mark with J.R. Mats and the high quality golf mat products produced by J.R. Mats. Copies of photographs showing the REAL FEEL GOLF MATS Mark as featured on packaging, labels and imprinted on J.R. Mats’ golf mat products are attached hereto as Exhibit A.

11. J.R. Mats has conducted extensive advertising, marketing and promotion of its REAL FEEL GOLF MATS Mark throughout the United States.

12. Attached hereto as Exhibit B are pages from J.R. Mats’ website “REALFEELGOLFMATS.COM” (the “REAL FEEL Website”). As seen in the attached Exhibits A and B, J.R. Mats promotes its goods and services prominently displaying and emphasizing the REAL FEEL GOLF MATS Mark.

13. J.R. Mats’ use of the REAL FEEL GOLF MATS Mark in connection with its goods and services is unique to J.R. Mats, and has no recognized meaning

in the golf industry except as designating J.R. Mats as the source of its goods and services.

14. J.R. Mats has acquired common law trademark rights from actual use of the mark in U.S. commerce for nearly ten (10) years.

15. J.R. Mats is the owner of the domain name "REALFEELGOLFMATS.COM" ("REAL FEEL Website"). J.R. Mats registered the domain name for the REAL FEEL Website in 2005.

16. J.R. Mats has acquired a valuable goodwill symbolized by and embodied in its REAL FEEL GOLF MATS Mark as used by J.R. Mats and widely recognized by consumers in the golf industry.

17. J.R. Mats' REAL FEEL GOLF MATS Mark has become widely renowned and obtained fame in the golf industry and throughout the Commonwealth of Pennsylvania as being synonymous with high quality golf practice mats.

#### **DEFENDANT'S INFRINGEMENT**

18. Notwithstanding J.R. Mats' well-known and common law rights in its REAL FEEL GOLF MATS Mark, and with at least constructive notice, Defendant has intentionally adopted and used the identical mark REAL FEEL GOLF MATS, as well as confusingly variations thereof, in conjunction with its golf mat products and related advertising in the United States.

19. Defendant is now identifying its golf mat products in advertisements and on its website as "Real Feel Country Club WoodTee Golf Mats" and "Real Feel

Golf Mats” (collectively the ““Real Feel Golf Mats” names”). Attached as Exhibit C is a true and correct screenshot recently captured from Defendant’s website, [www.dwquailgolf.com](http://www.dwquailgolf.com) (“Defendant’s Website”), which shows Defendant’s use of the “Real Feel Golf Mats” names in connection with golf mats advertised and offered for sale thereon.

20. Upon information and belief, Defendant is the current registrant of the domain [www.dwquailgolf.com](http://www.dwquailgolf.com), and has control over or is otherwise responsible for content posted on Defendant’s Website.

21. Defendant is also actively advertising its golf mats through the Google AdWords program by using the name “Reel Feel Golf Mats”, and similar variations thereof. As a result of this advertising, links to Defendant’s website are appearing next to links for J.R. Mats’ REAL FEEL Website in Google search results when Internet users search for the term “Real Feel Golf Mats”. Attached as Exhibit D is a true and correct copy of a screenshot showing results obtained when running a Google search for the name “Real Feel Golf Mats”.

22. J.R. Mats began using the REAL FEEL GOLF MATS Mark in commerce in the United States in connection with golf mat products long before Defendant ever began using the “Real Feel Golf Mats” mark, or similar variations thereof.

23. Defendant’s golf mat products are offered in direct competition to J.R. Mats’ golf mat products.

24. Defendant's recent introduction of the "Real Feel Golf Mats" names, or similar variations thereof, for golf mat products is a willful attempt to palm off J.R. Mats' good will in its REAL FEEL GOLF MATS Mark, and represents a blatant attempt to create consumer confusion.

25. Defendant's usage of the "Real Feel Golf Mats" mark, or similar variations thereof, for golf mat products has caused J.R. Mats grievous and irreparable injury.

26. As a result of Defendant's acts complained of herein, members of the public and the trade are likely to believe that Defendant's golf mat products originate from, or are offered in affiliation with, or sponsored by, or under license from or rendered with the approval of J.R. Mats.

27. Defendant's use of its infringing trademark in conjunction with its golf mat products represents to J.R. Mats' clientele and potential clientele, as well as to the trade and the public, that Defendant operates under the sponsorship or in affiliation with, with a license from or with the approval of J.R. Mats, when in fact it does not.

28. Upon information and belief, Defendant benefitted from the infringement of J.R. Mats' REAL FEEL GOLF MATS Mark through the use of the "Real Feel Golf Mats" names, and similar variations thereof, as well as from the other acts and activities complained of herein.

29. By the acts and activities complained of herein, Defendant has passed off its goods as rendered by or associated with or connected with or sponsored by or under license from or with the approval of J.R. Mats.

30. Defendant's acts complained of herein are likely to cause and/or have caused confusion, subliminal confusion, mistake or deception among the trade or public.

31. Defendant's infringement complained herein has been willful and deliberate and represents an attempt to appropriate to Defendant the goodwill that J.R. Mats has earned for its trademark and goods in issue to give to Defendant a recognition and advantage in the marketplace which Defendant would not otherwise possess.

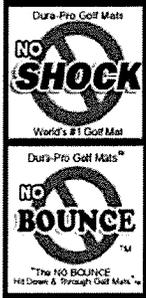
32. Defendant's adoption and use of the infringing "Real Feel Golf Mats" names, or similar variations thereof, in connection with golf mat products, was and is:

- a. With full knowledge of J.R. Mats' use of its REAL FEEL GOLF MATS Mark for golf mat products, and
- b. Was and is with the intent and for the purpose, and has had the effect, of wrongfully infringing upon J.R. Mats' REAL FEEL GOLF MATS Mark.

33. By trading upon the goodwill of J.R. Mats' REAL FEEL GOLF MATS Mark, Defendant has obtained for its goods a salability which they would not have otherwise had.

## DEFENDANT'S FALSE ADVERTISING

34. Defendant's Website describes golf mat product offered under the "Real Feel Golf Mats" names as follows:

<b>Dura-Pro™ Real Feel Country Club WoodTee™ Golf Mats Features &amp; Facts</b>		
<ul style="list-style-type: none"><li>• Use Real Tees</li><li>• Approx. 1¾" Thick</li><li>• 100% MADE IN THE USA NYLON</li><li>• 152oz Face Weight</li><li>• 10 Year UV Protection</li><li>• 30% Denser than Similar Mats</li></ul>		<ul style="list-style-type: none"><li>• Industrial Bonded - Not Glued</li><li>• Will Not Stain Clubs</li><li>• Indoor / Outdoor</li><li>• Real Feel Technology™</li><li>• True Feel Golf Mat™</li><li>• USE ALL CLUBS</li></ul>

35. Defendant's Website expressly states that Defendant's golf mat has a one hundred and sixty-two (162) ounce face weight, as noted above and shown in Exhibit C attached hereto.

36. Tests recently conducted on Defendant's golf mat by an independent laboratory, Commercial Testing Company, determined that Defendant's mat only had a face weight of one hundred and two point four (102.4) ounces. Attached hereto as Exhibit E is a true and correct copy of Commercial Testing Company's laboratory report regarding the face weight of Defendant's golf mat.

37. Defendant's Website expressly states that Defendant's golf mat is approximately 1¾ inches thick, as noted above and shown in Exhibit C attached hereto.

38. Tests recently conducted on Defendant's golf mat by an independent laboratory, Commercial Testing Company, determined that height of Defendant's

mat is only 0.93 inches thick. Attached hereto as Exhibit F is a true and correct copy of Commercial Testing Company's laboratory report regarding the thickness of Defendant's golf mat.

39. Defendant's website expressly states that Defendant's golf mat is "30% Denser than Similar Mats."

40. Upon information and belief, Defendant's claim that its golf mats are 30% denser than similar mats is not based on any independent testing.

41. Defendant's advertising claims regarding the face weight, denseness, and thickness of its golf mats offered under the "Real Feel Golf Mats" names are false and/or misleading, which has deceived consumers and directed sales away from competitors, such as J.R. Mats, in the golf mat industry.

42. J.R. Mats has no control over the quality of goods which are sold by Defendant, with the result that J.R. Mats' valuable goodwill with respect to its trademark may be irreparably damaged by the acts of Defendant.

43. All such conduct by Defendant was and continues to be in bad faith, willful, deliberate and in knowing violation of the law.

44. The activities of Defendant complained of herein have caused, and unless restrained and enjoined by the Court will continue to cause, irreparable harm, damage and injury.

45. Upon information and belief, Defendant will continue its tortious acts, including its infringement, false advertising, and unfair competition, unless restrained by this Court.

**COUNT I**  
**FALSE ADVERTISING UNDER THE LANHAM ACT**

46. The allegations of paragraphs 1 through 45 are incorporated herein by reference as though fully set forth herein.

47. J.R. Mats alleges that Defendant and its agents, distributors, or other persons or entities related to or doing business with Defendant, made false and/or misleading representations in interstate commerce regarding their goods.

48. Defendant's representations that its "Real Feel Golf Mats" product has a face weight of one hundred and sixty-two (162) ounces is false and misleading.

49. Defendant's representations that its "Real Feel Golf Mats" product is approximately 1¼ inches thick is false and misleading.

50. Upon information and belief, Defendant's representations that its golf mats are 30% denser than similar mats is false and misleading.

51. Defendant's aforesaid acts are meant to mislead customers and to usurp legitimate sales from J.R. Mats and other competitors in the golf mat industry.

52. Defendant's aforesaid acts have caused and, unless restrained by this Court, will continue to cause J.R. Mats and the public to suffer great and irreparable damage and injury through false and/or misleading advertising.

53. Defendant's aforesaid acts are willful and deliberate.

54. Such acts constitute false and/or misleading advertising in violation of Section 43(a) of the Lanham Act. 15 U.S.C. § 1125(a)(1)(A) and (B).

**COUNT II**  
**STATUTORY TRADEMARK INFRINGEMENT**

55. The allegations of paragraphs 1 through 54 are incorporated herein by reference as though fully set forth herein.

56. Defendant's use of its infringing "Real Feel Golf Mats" mark, in addition to its use of similar variations thereof, in connection with Defendant's golf mat products, as well as in connection with Defendant's promotion, offering and sale of the same, is an infringement of J.R. Mats' REAL FEEL GOLF MATS Mark under the trademark laws of the United States, Lanham Act § 43(a), 15. U.S.C. § 1125(a).

57. J.R. Mats has no control over the quality of goods which are provided, promoted, advertised and sold by Defendant, with the result that J.R. Mats' valuable goodwill with respect to its trademark may be irreparably injured by the acts of Defendant complained of herein.

58. As a result of said trademark infringement, J.R. Mats has suffered and continues to suffer irreparable injury, for which it has no adequate remedy at law.

**COUNT III**  
**FEDERAL UNFAIR COMPETITION AND**  
**FALSE DESIGNATION OF ORIGIN**

59. The allegations of paragraphs 1 through 58 are incorporated herein by reference as though fully set forth herein.

60. This cause of action arises under the trademark laws of the United States, Lanham Act § 43(a), 15. U.S.C. § 1125(a).

61. Defendant has adopted and is now using a colorable imitation of J.R. Mats' REAL FEEL GOLF MATS Mark, for goods which are substantially similar to those offered by J.R. Mats.

62. Defendant's use of a colorable imitation of J.R. Mats' REAL FEEL GOLF MATS Mark in connection with Defendant's golf mat products have caused and will continue to cause customers, potential customers and past customers to mistakenly attribute the properties and reputation of J.R. Mats' golf mat products to those of the Defendant.

63. The use by Defendant of its infringing "Real Feel Golf Mats" mark, and similar variations thereof, in connection with its golf mat products, and to advertise and promote Defendant's golf mat products, constitutes unfair competition, a false description and representation and a false designation of the origin of Defendant's seasoned golf mat products and constitutes unfair competition, all in violation of Section 43(a) of the Lanham Act, 15 U.S.C. 1125(a).

64. As a result of said unfair competition and false designation of origin, J.R. Mats has suffered and continues to suffer irreparable injury, for which it has no adequate remedy at law.

**COUNT IV**  
**COMMON LAW TRADEMARK INFRINGEMENT**

65. The allegations of paragraphs 1 through 64 are incorporated herein by reference as though fully set forth herein.

66. This cause of action arises under the common law.

67. Defendant's aforementioned conduct constitutes common law trademark infringement.

68. As a result of said infringement, J.R. Mats has suffered and continues to suffer serious and substantial injury, including irreparable injury, for which it has no remedy at law.

**COUNT V**  
**UNFAIR COMPETITION**

69. The allegations of paragraphs 1 through 68 are incorporated herein by reference as though fully set forth herein.

70. This cause of action arises under the common law.

71. Defendant's aforementioned conduct constitutes unfair competition.

72. By means and as a result of said unfair competition, J.R. Mats has suffered and continues to suffer serious and substantial injury, including irreparable injury for which it has no adequate remedy at law.

**COUNT VI**  
**UNJUST ENRICHMENT**

73. The allegations of paragraphs 1 through 72 are incorporated herein by reference.

74. This cause of action arises under the common law.

75. By the acts and activities complained of herein, Defendant has been unjustly enriched.

**COUNT VII**  
**STATE STATUTORY AND COMMON LAW DILUTION;**  
**INJURY TO BUSINESS REPUTATION**

76. The allegations of paragraphs 1 through 75 are incorporated herein by reference.

77. This cause of action arises under the common law and the Pennsylvania state anti-dilution statute, 54 Pa. C.S.A. § 1124.

78. J.R. Mats' REAL FEEL GOLF MATS Mark has become and is famous in the minds of the relevant trade and throughout the Commonwealth of Pennsylvania.

79. J.R. Mats' REAL FEEL GOLF MATS Mark has acquired distinctiveness and fame, through its extensive advertisements and promotional efforts, and by earning millions in revenue from the sale of golf mat products.

80. Defendant's use of the "Real Feel Golf Mats" names began after J.R. Mats' REAL FEEL GOLF MATS Mark became widely known.

81. Defendant, by its wrongful use of J.R. Mats' REAL FEEL GOLF MATS Mark, has wrongfully implied an affiliation between J.R. Mats and Defendant.

82. Defendant's wrongful use of J.R. Mats' REAL FEEL GOLF MATS Mark was intentionally designed to trade upon J.R. Mats' goodwill and business reputation and to injure and dilute the distinctive quality of J.R. Mats' REAL FEEL GOLF MATS Mark in violation of 54 Pa. C.S.A. § 1124.

83. By the acts complained of herein, Defendant has lessened the capacity of the REAL FEEL GOLF MATS Mark to identify and distinguish J.R. Mats' golf mat products.

84. By the acts complained of herein, Defendant has caused and is likely to continue to cause dilution of the distinctive quality of the J.R. Mats' REAL FEEL GOLF MATS Mark.

85. By the acts complained of herein, Defendant has caused dilution of the distinctive quality of the J.R. Mats' REAL FEEL GOLF MATS Mark by blurring and/or tarnishment.

86. By the acts complained of herein, Defendant has caused dilution of the distinctive quality of J.R. Mats' REAL FEEL GOLF MATS Mark.

87. By means and as a result of said dilution, J.R. Mats has suffered and continues to suffer serious and substantial injury, including irreparable injury for which J.R. Mats has no adequate remedy at law.

**COUNT VIII**  
**DECLARATORY JUDGMENT THAT J.R. MATS OWNS**  
**"REAL FEEL GOLF MATS" TRADEMARK**

88. The allegations of paragraphs 1 through 87 are incorporated herein by reference.

89. This is an action for declaratory judgment pursuant to the Federal Declaratory Judgment Act, Title 28 U.S.C. §§ 2201 and 2202. An actual and justiciable controversy exists between the parties.

90. J.R. Mats was the first use mark REAL FEEL GOLF MATS in interstate commerce.

91. J.R. Mats has filed an opposition with the Trademark Trial and Appeal Board against Defendant's U.S. Trademark Application, Serial No. 85/748,439, for the mark DURA-PRO REAL FEEL GOLF MATS, in part, on the grounds that Defendant was not the first to use the mark REAL FEEL GOLF MATS in interstate commerce, but that J.R. Mats was the first to do so and is the exclusive owner of the REAL FEEL GOLF MATS Mark.

92. J.R. Mats seeks a declaration that it was to the first to use REEL FEEL GOLF MATS in in interstate commerce and has been using the REAL FEEL GOLF MATS Mark in interstate commerce in the United States for a longer period of time than Defendant has been using the "Real Feel Golf Mats" names in commerce and for other reasons.

93. Accordingly, based on such priority, J.R. Mats seeks a declaration that it is the exclusive owner of the REAL FEEL GOLF MATS Mark in the United States.

### **PRAYERS FOR RELIEF**

WHEREFORE, J.R. Mats requests that this Court enter judgment:

1. That Defendant, its agents, officers, sales representatives, servants, employees, associates, attorneys, successors and assigns, and any and all persons or entities acting by, through, under or in active concert or in participation with any or

all of them, be enjoined preliminarily and permanently by Order of this Court from doing, abiding, causing or abetting any of the following:

- a. directly or indirectly infringing J.R. Mats' REAL FEEL GOLF MATS Mark;
- b. from passing off, inducing or enabling others to sell or pass off any goods provided by Defendant as originating from Plaintiff, which are not Plaintiff's goods or are not rendered by or under the control or supervision of Plaintiff and approved by Plaintiff;
- c. directly or indirectly engaging in any acts or activities calculated to trade upon and/or dilute and/or tarnish J.R. Mats' REAL FEEL GOLF MATS Mark, and/or the reputation or goodwill of J.R. Mats, or in any manner to compete with J.R. Mats unfairly;
- d. using in the sale, offering for sale, promotion, advertising, marketing and/or distribution of its goods or services the mark "REAL FEEL GOLF MATS", or any mark which is a variant of, simulates, imitates, is substantially similar to, or is confusingly similar to, J.R. Mats' REAL FEEL GOLF MATS Mark;
- e. making false or misleading statements and representations concerning the characteristics of Defendant's golf mat products offered for sale and/or sold by Defendant on Defendant's Website or through other retail and wholesale channels, including statements

and representations concerning the face weight, denseness, and thickness of Defendant's golf mat products;

- f. further violating J.R. Mats' property rights and goodwill; and
- g. from otherwise competing unfairly with J.R. Mats in any manner whatsoever.

2. That J.R. Mats is the rightful and exclusive owner of the REAL FEEL GOLF MATS trademark, trade name, and service mark.

3. That Defendant be required to deliver up to J.R. Mats for destruction, all promotional materials, advertisements, menus, packaging, labeling and other communications to the public in the possession or under its control bearing thereon any material or representations that are or may be false or misleading concerning the source of origin of the services offered by J.R. Mats.

4. That Defendant be required to cease all false advertising.

5. That Defendant take all necessary and appropriate steps to recall for destruction all advertising and other materials, including but not limited to packaging, advertising and promotional materials bearing the "Real Feel Golf Mats" names, or any variant, colorable imitation, simulation, copy, imitation or counterfeit of J.R. Mat's REAL FEEL GOLF MATS Mark, and that Defendant be required to remove such infringing marks from its packaging, promotional materials, advertisements and other documents, in any media.

6. That Defendant be required to disseminate appropriate and corrective advertising and promotional materials throughout the golf industry generally and

to its consumer base, including but not limited to, on the homepage of Defendant's Website ([www.dwquailgolf.com](http://www.dwquailgolf.com)), to correct Defendant's false, misleading and deceptive representations.

7. That Defendant be required to notify its customers and the golf industry generally of the precise face weight, denseness, and thickness of its golf mat products.

8. That Defendant be required to notify each and every customer who purchased golf mats sold under the "Real Feel Golf Mats" names from Defendant's Website that the purchased golf mats were did not possess the face weight, denseness, or thickness claimed on Defendant's Website, and offering such customers the opportunity to return the purchased golf mats for a full and complete refund.

9. That Defendant take all necessary and appropriate steps to immediately remove all references to the "Real Feel Golf Mats" names from Defendant's Website and other locations on the Internet, including, but not limited to, from Google AdWords and any other online advertising channels, as well as immediately remove all false and/or misleading advertising claims regarding Defendant's golf mat products as complained of herein from same.

10. That Defendant be required to pay over to J.R. Mats all profits realized by it from its unlawful acts complained of herein.

11. That Defendant be directed to pay over to J.R. Mats all damages suffered by Plaintiff as a result of Defendant's acts herein complained of, and that such damages be trebled.

12. That the award of J.R. Mats' damages and Defendant's profits be trebled as a result of Defendant's willful and deliberate infringement of J.R. Mats' REAL FEEL GOLF MATS Mark.

13. That the award of J.R. Mats' damages and Defendant's profits be trebled as a result of Defendant's false and/or misleading advertising.

14. That J.R. Mats be awarded punitive damages for the willful and deliberate acts of false advertising, infringement, unfair competition and other unlawful injurious acts of Defendant complained of herein.

15. That J.R. Mats be awarded its reasonable attorneys' fees and the cost of this action in view of Defendant's false advertising and willful and deliberate violation of J.R. Mats' rights.

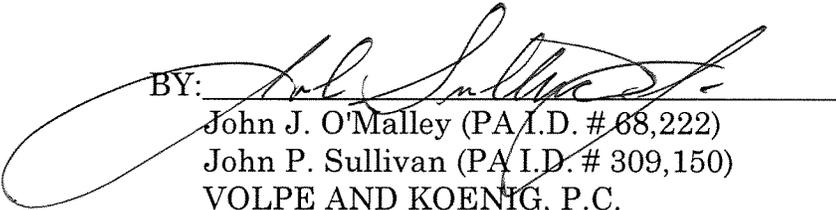
16. That J.R. Mats be awarded such other relief as this Court deems just and proper.

**JURY DEMAND**

Plaintiff demands trial by a jury on all claims to which it is entitled.

J.R. MATS, INC.

DATE: June 11, 2014

BY: 

John J. O'Malley (PA I.D. # 68,222)

John P. Sullivan (PA I.D. # 309,150)

VOLPE AND KOENIG, P.C.

United Plaza

30 S. 17<sup>th</sup> Street  
Philadelphia, Pa 19103

*Attorneys for Plaintiff  
J.R. Mats, Inc.*

# EXHIBIT A

RealFeelGolfmats.com





# EXHIBIT B

# RealfeelGolfmats

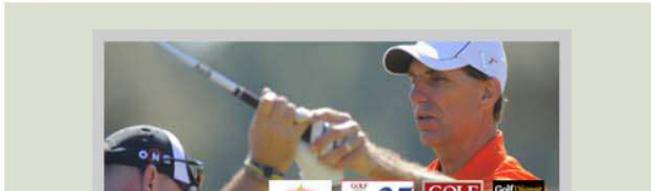
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### “I had Given Up Hope... Until I Saw The Country Club Elite® Golf Mat”

“Dear Mr. McGrath,

It was my pleasure to meet you at this years PGA show. Thank you so much for your help with our custom MEGSA Mats and also introducing me to your new Country Club Elite Mats. As you know we run multiple golf academies and have been looking for an acceptable synthetic hitting turf option for years. I had given up hope until seeing your product. It provides a true feel with true results especially on a “fat-shot”. We plan on installing your product at two of our academies this year with more to come. Best wishes for your continued success.

Sincerely,”

**Mike Bender**

Mike Bender Golf Academy - Lake Mary, FL

- #4 in Golf Digests America’s 50 Greatest Teachers
- PGA Teacher Of The Year
- Top 25 Golf School
- Coach to the pros: Zach Johnson, Seon Hwa, Johnathan Byrd, Robert Damron

[Click here for CCE Golf Mat Sizes and Pricing](#)

### “The Golf Mat Has Surpassed All My Expectations”

“A little over a year ago I invested in one of your Golf Mats. **The product has surpassed all my expectations and then some.** Being a retired person affords me the opportunity of using the mat almost daily hitting several hundred balls at each session. The mat shows zero wear even though I have not rotated it. My sincere thanks and congratulations for giving the golfing public such a marvelous training aid. Continued success with your mats.”

**Nick Cercone**

Waltham, MS

### “The Best Golf Hitting Mat Surface That I’ve Ever Seen”

“KZG is all about quality. We pride ourselves in our award winning equipment and our discerning practice of only working with the elite of the Professional Clubfitters. So, of course we wanted **the best golf mats** for our fitting center where we give advanced club fitting instruction. We ordered The Country Club Elite® Mats and have not been disappointed. The product is quite simply the best artificial golf hitting mat that I’ve ever seen as evidenced by the more accurate reads we are getting from our launch monitor and the enthusiastic response from elite club fitters from all over the globe.”

**Steve Benzin Golf**

Director of Education & Training Center

Dear Friend,

You’ve probably seen a lot of the garbage (literally) that the big retail golf stores are trying to pass off as golf mats. Most of these companies actually use the scrap from football fields or discontinued artificial turf products – chop them down into small mats – put them in glossy 4-color

boxes – and try to pass them off as golf mats.

I started manufacturing golf mats back in 2000 with the help of a patent on combining heavy mono-filament fibers. My first product the Flip-It Mats were extremely durable but hard as #@!! to hit off of. Many clubs refused to use mats at all because the industry offering was so poor.

In 2005 after listening to PGA Members demand for something more realistic and easier on the body to hit off of, I invented the Country Club Elite® Golf Mat and introduced it at the National PGA show in January 2006. It was “the first mat that could take a real tee” and drew a lot of attention.

The buzz about the product was overwhelming and word spread like the old commercial “I’ll tell 2 friends” ... “I’ll tell 2 friends. My sincere thanks to Top Teaching Professional Mike Bender and PGA President Jack Connelly who helped get the ball rolling 9 years ago.

The internet has also been extremely helpful allowing me to bring the industries best golf mats directly to you, so that you can buy the best golf practice mats direct from the manufacturer for your specific needs.

Most golf mats use a rubber tee of a predetermined height forcing you to adjust to it. The New Country Club Elite® Real Feel Long Dense Fiber System-TM accepts a *real wooden tee* allowing you to choose and vary your tee height for various clubs. Rubber tees can obstruct your club-head at the point of impact giving you a different feel than you get off of a real tee.



### **The Long Dense Fiber System-TM can even hold a real wooden tee!**

#### **“The Best Driving Range Mat That We Have Ever Used”**

“Jay, I wanted to update my letter to you. It has been a few years now and I know we were one of the first to start using your Country Club Elite® Mats at our Driving Range. We are elated with our investment. I believe that it is the best golf mat that we ever have used and our customers love the true feel of it.

I knew from the start that the “feel” of your range mat was what we were looking to provide to our customers, but an added benefit has been the incredible durability. We’ve had our first test mat for over three years and it still looks good. I will be ordering more Country Club Elite® Mats this fall to replace our old style driving range mats as soon as we can.

Thanks again for a **great product.**”

**Tom Milton**  
Walther’s Golf Range  
Evansville, IN

[Click here for CCE Real Feel Golf Mat Sizes and Pricing](#)

[Driving Range Mat Inquiries](#)

[International Shipping Inquiries \(Surprisingly Low Rates!\)](#)

#### **“Encourages Effective Ball Striking”**

“Your J.R. Mat has been a pleasure to use. Because of the depth of the artificial turf, I can practice on my deck without any problem or feeling of hurting my left elbow. I can hit down on the ball, thus encouraging effective ball striking.

It has been a joy to practice and get some good exercise without a trip to the driving range.

Thank you for making such a great product that makes it fun to practice.”

**Edward Zeidman**  
Granbury, TX

#### **“Easier On Golfers Wrists and Elbows”**

“Jay, I want to thank you for making these mats available. **I am a foot/ankle surgeon that had developed both a sore left wrist and golfer’s elbow of my right arm that was potentially leading to serious impairment. Both of these injuries were a direct result of using a very poor quality and easily available mat for practicing during our snowy winter months.**

I easily hit 100 balls a day in my garage and won’t follow my own advice and rest. Thanks to your mat I can continue to practice. Within one week my wrist was well and my elbow was almost non-existent and improving daily. Besides the obvious health benefits I find that your mat truly functions as you advertised. **It performs like a fairway in feel and lets you know if you hit it fat, again without my wrist and arm taking the abuse. An added benefit is that it wears like iron.** I wore out my previous mats within weeks yet your mat shows no wear.

Thanks again”

**Dr. Kurt Concilla**  
**Foot & Ankle Surgeon**  
 Cazenovia, NY

**Although taking a real tee was what initially attracted attention (*the sizzle*) —**

**The True Feel when hitting irons and wedges has proven to be the biggest benefit (*the steak*).**

If you ever hit irons off of a Driving Range Mat you know that a “fat shot” will look better off of a typical driving range mat than it ever will on the fairway. This is because the club will bounce and slide across the top of most mats giving false results – especially to fat shots. This is commonly referred to as the “drop-kick” effect problem that most mats have.

I first Started manufacturing high-end commercial golf range mats in 2000 utilizing patented fiber blends and in-house tufting technology. We have displayed annually at the PGA Merchandise Show and I was proud to introduce **The Country Club Elite® Real Feel golf mats** at the 2006 world wide PGA Merchandise Show in Orlando, FL where The Country Club Elite Mat was considered for the number one product featured in the New Product Pavilion. The Country Club Elite® Mat was also overwhelmingly well received that year at the National Golf Industry Show in Atlanta Georgia.



**NO  
BOUNCE!**

**Swing Down and Through**

**- Without The Bounce Other Mats Have.**

**“Country Club Elite® Mats Solve the ‘Bounce Problem’ Other Range Mats Have”**

“Hi Jay,

“I wanted to let you know that I truly believe your new Country Club Elite® Golf Mat is the best artificial surface on the market. This spring we installed 24 of your mats to create a tee line for outings and grass tee relief as needed. The product still looks like new and our members love it. It really does eliminate the problems common with most mats – there is no bounce and the feel really is REAL. I was concerned about forcing members to hit off of mats since we have always had a natural grass practice range. But the response has been so good that some of my membership would prefer to hit off of the mats even when they don’t have too. Please feel free to use me as a reference, I have already recommended you and your product to a number of clubs.



Huntingdon Valley Country Club installed 24 Country Club Elite Golf Mats on crushed stone flush with their grass tee line. [CLICK FOR LARGER IMAGE.](#)

Thanks again for a great product.”

**PGA President Jack Connelly**

Head professional at Huntingdon Valley CC, PA  
(PGA of America President 2001-2003)

Country Club Elite® *Real Feel*'s Long Dense Fiber System solves the “fat shot problem” most mats have. The Long Dense Fiber System approximates the feel of a lush fairway. If you hit down on the ball properly the club passes freely “down and through” the top fibers of the mat. However you will feel the difference on a “fat shot” because if you go too deep the long fiber system will slow the club head down as if you’ve taken a deep divot or “chucked” a shot. Because the fibers are so long and dense they absorb and dissipate the blow for immediate and realistic feedback at the point of impact AND ELIMINATES THE PROBLEMATIC “BOUNCE” OF MOST MATS.

The Country Club Elite's® Long Dense Fiber System is specifically designed to absorb the blow of a golf-shot as true fairway would providing the most realistic feel that a synthetic turf golf mat can.

With a typical golf mat the club would “bounce” on the mat for an unnatural feel and false results. Country Club Elite® *Real Feel* Golf Mat is made from unique “spring-set” grass like fibers that move, absorb, and dissipate the downward blow of a golf-shot simulating the feel of taking a divot. Since the Fiber system is so long it actually lets you **hit down on the ball** so you can practice proper “Ball-Turf” impact which dictates the quality of a golf shot – Better practice means better results. Country Club Elite® *Real Feel* gives you a true feel so that you know if you have struck the ball fat, thin, or just right.

[Click here for CCE \*Real Feel\* Golf Mat Sizes and Pricing](#)

[Driving Range Mat Inquiries](#)

[International Shipping Inquiries](#) (Surprisingly Low Rates!)

**> REALISTIC  
PRACTICE WILL  
IMPROVE YOUR  
SWING!**

This is a brand new and revolutionary design for a golf mat. The unique Long Dense Fiber System incorporates **spring-set heavy denier mono-filament grass fibers packed in so tightly that it can even hold a real wooden tee**. The Long Dense Fiber is **bonded to 5/8” thick polyethylene foam using a specially engineered urethane stabilizing layer. The foam is designed to for added dimensional stability** (As opposed to just using the turf itself). The secret of Country Club Elite® Golf Mat is the combination of these three components resulting in the best golf mat available anywhere. When The Country Club Elite® *Real Feel* Golf Mat is struck during a golf-shot the fibers will absorb and dissipate the blow as if taking a divot. However, if you hit a “fat” shot the fibers will duplicate the resistance you would feel “chucking” some real sod.

**“The Golf Mat is Just As Advertised – Works Great”**

“Hi Jay,

We received the mat and it is just as advertised. Works great. Thanks! We would like to order a second one now that we see that the product is as high quality as it is. Please process another order for another 5×5 mat.

Thank you!”

**Ron Lone**  
Mazama, WA

**“Practice Better and More Productively”**

“Hi Jay,

I’ve been using my new mat it’s AMAZING. (the Other guys fell apart)

Starting last year I decided that during the winter I was going to hit golf balls into a net down in my basement for a minimum of 15 minutes per day to stay prepared for the next season. I bought a mat for \$59 thinking that this mat, which was fairly thick would serve me for several years and give me a fairly true feel of hitting the ball from the fairway. The first problem was with that much use the mat started coming apart and I had to replace it the first winter. The second problem was that I could not tell when I hit the ball fat because the mat unlike natural turf allowed the club to slide across it. Your mat allowed me to feel when I hit the ball fat because it slowed down my club much like natural turf. I can also hit down on the ball with your mat without worrying about damaging the mat. That mat is durable. I’ve used it for a few weeks now and cannot detect any wear. I’m practicing better and more productively.

Thanks,”

**Andre Groves**  
Troy, OH

- **Improve your golf swing in your own back yard with your own Country Club Elite® Golf Mat.**
- **Finally a golf practice mat that lets you “Hit-Down on the golf ball” for a true feel and realistic practice.**
- **Help reduce your risk of golf range practice mat injury with Country Club Elite® Real Feel’s forgiving Long Fiber System.**
- **The Country Club Elite® Mats are built to withstand the punishment of repeated use even by wedges thanks to it’s 100% spring crimped heavy denier nylon fibers with added UV stabilizers and better abrasion resistance.**
- **Lower your score and become a more consistent player by practicing more in your own back yard, garage, shed, or basement.**
- **For less than a brand new driver (do you really need one?) you could have a commercial grade revolutionary Country Club Elite® Golf Mat that will provide you a training tool to help improve your swing.**

**NO BOUNCE!**

**NO “MAT FLINCH”!  
POOR MATS WILL HURT YOUR SWING**

Country Club Elite® Real Feel Mats are typically sold commercially as 5’ x 5’ and larger. I recognize the fact that this size may be larger than necessary for home use, so I’m making some special “consumer sizes” available to you on this web site.

**New Consumer Sizes (same great product ):**

**Hitting Strips from 10” x 30”**

**Mat Sizes 3’x4’, 3’x5’, 4’x4’, 4’x5’, 5’x5’, 5’x10’**

**LIKE TAKING A DIVOT**

For as little as \$ 47.00 you can own a Country Club Elite® *Real Feel* Golf Mat™ and start improving your golf game. You will recoup your investment with the money saved on range balls every time practice with your new Country Club Elite® *Real Feel* Golf Mat™ (Not to mention the money you may win from your friends on the course). More importantly you will practice more since you will be able to hit balls in your own back yard (without taking divots), garage, shed, or basement. If your as busy as I am, I’m sure you don’t practice your golf shots as often as you would like – now you can hit 30 balls in less than 10 minutes at lunch, after work, or on the weekend whenever you can squeeze it in. I know I hit a few hundred balls a week more than I ever have and it is starting to show on the course – Since I started practicing in my backyard i’m scoring better, having more fun, and hitting a lot more “golf-shots”.

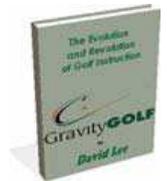


**100% No Hassle Satisfaction Guaranty!**

If you don’t agree that your new Country Club Elite® Golf Mat is the best golf mat that you have ever hit a ball off of and you are not 100% completely satisfied, simply send it back for a courteous, no hassle, prompt refund. No other golf mat manufacturer that I know offers this type of guarantee. You have absolutely nothing to lose.

**SPECIAL BONUS #1**

**David Lee’s “Gravity Golf” (\$29.00 value) eBook on the golf swing.** David Lee pulls back the curtain on how you can teach yourself to golf using his unique drills to find the effortless golf swing inside of you.



**Here’s what the Golfing World has said about David Lee and Gravity Golf®**

“From what I have seen, I believe the teaching method you have developed could be applied with great benefit to all levels of golfers, and I am happy to give it my personal endorsement and full support.”

**Jack Nicklaus**

“Lee’s theory of Gravity Golf... is the method Nicklaus – knowingly or not – has employed throughout his career.”

**Brian Peterson**  
Golfweek

“David Lee would be the only guy I trust... The only reason I played well (at the PGA) is because of him.”

**Lee Trevino**

“David Lee and I have worked together on my golf game for many years. His insight on the mechanics of the golf swing are, in my opinion, second to none... I highly recommend David’s teaching services to people of all ages.”

**Chi Chi Rodriguez**

“David Lee was 100% responsible for me shooting 61 in the final round at Tampa.”

**Rocky Thompson**  
USA Today

**SPECIAL BONUS #2**



I’ll send you a **Free Sleeve of the best limited-flight practice balls that I have ever used.** To hit them is to love them. They feel like a real golf ball at impact but because of the design, they only fly for a short distance (about 40 yards). I couldn’t





even hit a full wedge to my synthetic practice green before Birdie Ball, now I can even hit my driver. The hang time is great, so you can thoroughly enjoy a good shot. They also make a really cool “turbine sound” (kids love them) as they fly. They truly make a wonderful golf training aid because the flight is so true — you will know if you sliced it, hooked it or caught it just right.



**SPECIAL BONUS #3**



**Longer Straighter Drives Guaranteed!** I'll send you one free Launcher Tee plus the Lab Tests to back it up. New Launcher Tee is proven in independent lab tests to out perform standard wooden tees by 8 full yards (*Increased Ball Speed, Increases Launch Angle, Less Ball Spin, Increased Carry and Roll and it's virtually indestructible!*) And yes it's USGA conforming.



**SPECIAL BONUS #4**

**Mike Bender DVD (\$29 value) “One of Americas Top Ten Greatest Teacher’s” – Golf Digest** and CCE Real Feel Golf Mat™ User has generously offered to include one of his Top Selling Golf Instruction DVD “Basics to A world Class Swing” which includes a comprehensive look at the golf swing with golf tips and instruction on: Alignment, Path & Face Angle, Grip, Ball Position, Posture, Body Turn, Takeaway, Transition, Release, Extension, and Finish. Note: DVD Not Included With Hitting Strips.



**SPECIAL BONUS #5 (5'x5', 5'x10' and Deluxe Combo System only)**

**Free Video Swing Analysis By Top Teacher Steven Dresser (\$39 value).** For Golfers of All Skill Levels – More affordable than face-to-face lessons and more personalized than tips from books or a DVD. Steve will help you discover proven techniques to improve your golf swing of JC Video State-of-the-Art Analysis System. The JC Video Analysis software allows for slow motion viewing, frame by frame analysis, and side-by-side comparison of your swing along with being compared to what the pro's do.



**Choose the golf mat size that's right for you**

**SIZING HINTS** – If you want to hit driver we recommend a 5' mat in the heel-to-toe direction (3'x5',4'x5,5x5'). Most golf driving ranges use a 5' x 5' range mat. My daughter is 8-years old and 4' – 2" tall (today) – She can hit every club in her bag off of the 3' x 4'. The advantage of a square mat is that you can rotate it and hit off of all 4 sides to increase the mats' life. Also, if you want to hit to various targets a larger mat will let you shift your stance on top of the mat more easily.

**New Consumer Sizes**



**Buy Now** 3' x 4' @ **\$239** + \$25.00 Shipping Via UPS\*

**Buy Now** 3' x 5' @ **\$299** + \$30.00 Shipping Via UPS\*

**Buy Now** 4' x 4' @ **\$319** + \$30.00 Shipping Via UPS\*



**Buy Now**  
**3 Payment Option** 4' x 5' @ **\$399** + \$35.00 Shipping Via UPS\*

**Buy Now**  
**3 Payment Option** 5' x 5' @ **\$499** + \$40.00 Shipping Via UPS\*

**Buy Now**  
**3 Payment Option** 5' x 10' @ **\$997** + \$100.00 Shipping Via UPS\*

Please feel free to phone in your order if you have any difficulty ordering online or if you have any questions.

(USA) 800.344.2115 (INT'L) 610.344.7225



### Online Payments

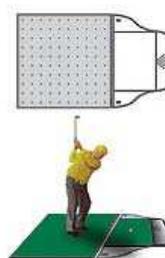
\* Shipping rates quoted above are for the continental US 48 only [Driving Range Mat Inquiries](#) [International Shipping Inquiries](#) (Surprisingly Low Rates!)

## NEW Combo Systems

**New Deluxe Combo System** – 4' x 4' Stance Mat & Rubber Tray – 20" x 36" Country Club Elite Strike Mat & Rubber Tray with attached Ball Tray

\$699.00 + \$100.00 Shipping Via UPS\*

**Buy Now** **3 Payment Option**



**Portable Twin Combo System** – 20" x 36" Country Club Elite Mat with 20" x 36" Stance Mat

\$197.00 + \$25.00 Shipping Via UPS\*

**Buy Now**



\* Shipping rates quoted above are for the continental US 48 only

[Driving Range Mat Inquiries](#)  
[International Shipping Inquiries](#) (Surprisingly Low Rates!)

## NEW Country Club Elite™ Golf Hitting Mat Strips

**Buy Now** 10" x 30" CCE Hitting Strip @ ~~\$47~~ \$37 + \$12.50 Shipping Via UPS\* (sale while supplies last)

**Buy Now** 10" x 36" CCE Hitting Strip @ ~~\$57~~ \$47 + \$12.50 Shipping Via UPS\* (sale while supplies last)

**Buy Now** 10" x 46" CCE Hitting Strip @ ~~\$69~~ + \$13.50 Shipping Via UPS\*

**Buy Now** Stance MAT 20" x 36" @ ~~\$89~~ + \$15.00 Shipping Via UPS\*

**Buy Now** CCE MAT 20" x 36" @ ~~\$109~~ + \$15.00 Shipping Via UPS\*

Note: DVD Not Included With Hitting Strips

Please feel free to phone in your order if you have any difficulty ordering online or if you have any questions.

(USA) 800.344.2115 (INT'L) 610.344.7225



### Online Payments

\* Shipping rates quoted above are for the continental US 48 only

### Driving Range Mat Inquiries

### International Shipping Inquiries (Surprisingly Low Rates!)



### **“The Perfect Practice Mats For Our Training School”**

“Hi Jay,

I did a lot of research looking for the perfect mats for our indoor training center at our golf school. After narrowing my choices to a few companies, it was your testimonials that convinced me to go with your product. After using the mats for over 3 months, I too am a believer and find it necessary to provide my own testimonial. We use the mats every day regardless of weather as we perform all video analysis indoors hitting through 12' X 12' garage doors. Not only do they provide a realistic feel, they still look brand new and we haven't even rotated them yet.

Thanks for making such a great product and best wishes for continued success.”

#### **Steve Dresser**

Steve Dresser Golf Academy  
Golf Magazine Top 25 in America  
2004 PGA Carolinas Section Teacher of the Year



Thank you for taking the time to view our site. I am committed to bringing you quality products and if you try them I'm confident that you'll agree.

Very best regards,

Jay R. McGrath  
President

**P.S.** Remember that the new CC Elite Real Feel Golf Mat™ lets you hit down on the ball for a true feel and realistic practice. 4 great bonuses: David Lee's "Gravity Golf" eBook, a Free Sleeve of limited-flight practice balls, Launcher Tee w/Lab Tests and Mike Bender's "Basics to A World Class Swing" instructional DVD.

### **“I Can Hit Off These Golf Mats All Day Without My Hands and Wrists Getting Sore”**

“Before The Golf Learning Center got your Country Club Elite Golf Mats I couldn't practice much because my hands would get sore. Now I can hit off of the mats all day without my hands and wrists getting sore.”

Belfair Golf Learning Center, SC



### “In Side-By-Side Test Country Club Elite Wins Hands Down”

“Jay,

In the spring of 2007 we ordered one of your Country Club Elite Mats along with one True Strike Golf Mat and one Fiberbuilt Golf Mat. My Members hit off of the three test mats for the full 2007 season and I’m happy to tell you that your mats won the side by side member test hands down.

My members really like the feel of the hitting surface and love the fact that they can use their own tees in it.

Enclosed is the order for 20 more units of your mat system for our range.

Thanks”

**Ken Lallier**  
CGCS

### “Put to the Test Members want more Country Club Elite Mats to keep their swings grooved through the winter months”

“Jay, after putting your Country Club Elite Mat to the test I would like to order some more (order enclosed). We purchased one of your Country Club Elite Mats this past spring and my members have hit off of it for most of the season. The membership is very pleased with the product and insisted that I order more for the off-season so that they can take advantage of the warm spells and practice their swings. Thanks for putting out such a great product.”

**Tom Waters**  
Golf Professional  
Essex County Club

Essex County Club in Manchester-by-the-Sea, Mass., has been selected by the United States Golf Association as the site of the 2010 Curtis Cup Match. The dates of the Match will be June 11-13. Essex County Club, the sixth member club of the USGA, originally opened in 1893. During Donald Ross’ tenure as the club’s head professional, from 1910 to 1913, he completely redesigned the course, finishing in 1917. Since then, the course has remained virtually unchanged.



[Click here for CCE Golf Mat Sizes and Pricing](#)

[Driving Range Mat Inquiries](#)

[International Shipping Inquiries \(Surprisingly Low Rates!\)](#)

[+ MORE](#)

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Like 36

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Share 1

**[VIEW CART](#)**

Mike Bender - PGA Teacher Of the Year  
Golf Digest Top 4 Golf Teachers

**The First Mat That Takes A Real Tee**

## Recent Golf Mat Reviews

- [Sky Golf](#)
- [Country Club Elite Golf Mat Reviews](#)
- [Getting Up And Down Better Than Ever. Great Product!](#)
- [CC Elite Golf Mats vs The Other Guys](#)
- [Range Mat Review – Pocassat Golf Club – MA](#)
- [Brian Manzella Golf "The Best Golf Mat" golf mats review](#)
- [Brian Manzella Golf "The Best Golf Mat" golf mats review](#)
- [Golf Mats Review – Lynn Laird](#)
- [Kirk Triplett Golf Mat Review](#)
- [Almost like taking a divot – replicates what you get on the course](#)
- [We have been very happy with them](#)
- [New Practice Tee](#)
- ["My Golf Buddies Were Surprised to See The Improvement in My Golf Swing"](#)
- [The Country Club Elite Real Feel Golf is Way Better Than Any Other Golf Mat](#)
- [This mat is amazing.](#)

## Being Social



Social Buyers plugin has not been activated...

Almost like taking a divot - replicates what you get on the course.  
Todd Kolb, PGA Professional  
2008 Minnesota PGA Teacher of the Year

Very Realistic. It helps me with my teaching. The best part is that it's exactly the same reward and penalty for accurate ball/turf contact.  
Brian Manzella  
BrianManzella.com

We use Mats for 'Driver Drill' in our golf schools. They have a great feel. I've been incredibly pleased with the product and would recommend it to anybody.

David Lee  
Gravity Golf

The Best Mat for indoors - they are Fantastic! I really like that if you do hit behind the ball - you know that you did.

Steve Dresser  
Dresser Golf

Tremendous feedback - Our Members are using the range more and having more fun. The mats take a real tee and let you go down and get the golf ball.

Jeff Haluner  
PGA

21 years in the range business - This golf mat has the best feel of any we've ever used.

Paul Zadorian  
Sand Bagger Driving Range & Golf Shop

We use the Country Club Elite Golf Mats I'd recommend them. We have been very happy with them and Jay's other products.

Tom Spargo, Spargo Golf, RI

This mat is amazing. I love it. My whole family loves to hit balls on it, as you will see from my son's video attached. I set up a 100 yard golf range, with flags at 20 yards apart each. Your mat now makes it worth using, especially with short iron work.  
Thank you, Keith Hays  
Brentwood, TN



"I can't imagine a better golf mat."

New Practice Tee  
Mike Bender's Golf Academy



We are happy to be using the Country Club Elite Golf Mats at our indoor facility. They are the closest thing to being outside on the fairway. These mats provide a very realistic playing surface and the 'give' helps reduce the shock at impact most driving range mats have.

Tim Norris  
Head Coach K-State Men's Golf



Veronica practicing on Butch Harmon's Personal Golf Mat in Las Vegas



**Congratulations!** Veronica won the 2012 "Las Vegas City Junior Golf Championship" G13-14 Veronica shot nearly even par golf from the regular tees, recording 9 birdies in the two days, and winning by a record 15 shots.



Twenty-four CCE 5' x 5' Golf Mats butted together to create a tee line look. Installed on a crushed stone base, located at Huntington Valley CC, PA



Miami Beach Golf Club



Severna, MD & Jon Fox, TX



90 Yds. to the Pin. CCE Mat set on 2 inches of crusher run rock base for drainage.



The feel on impact of the ball and club is unbelievable. If the contact is good, it feels like the fairways I play on and if contact is too heavy, you will feel the difference...



It looks and feels awesome. You can not even tell that he hits off of it. I thought that you would be able to see scuff marks, but not at all. It feels like a plush fairway on a resort course... not hard on the feet at all...



...because of the depth of the artificial turf, I can practice on my deck without any problem or feeling of hurting my left elbow when I hit down on the ball, thus encouraging effective ball striking.



90 Yds. to the Pin. CCE Mat set on 2" of crusher run rock base for drainage.



Deluxe Combo System at Hillwood Country Club, Louisville, KY



Jay, I am more than pleased with my mat. I was very impressed with the quality. It is so dense, you can bury your fingers in it. It holds tees in different positions very well.



Thanks for the great golf mat Jay! It is as close as I've seen to acting like the real turf. I have added it to my golf teaching bag.



Afghanistan



Thanks To My New Golf Mat I've Lowered My Score by 5 Strokes.

*"The NO CONTEST Best Golf Mat"*  
*"I use it"*  
*"Wouldn't use anything else"*  
Brian Manzella



Brian Manzella 2013 GOLF AWARDS

The NO CONTEST Best Golf Mat. I use it. Wouldn't use anything else.



My personal barefoot beer drinking driving range. I really enjoy the new mat. I am able to hit down & through the mat. It's the same feeling as hitting off a well maintained high end fairway. I am sure to get many years of enjoyment out of this backyard golf upgrade. I started at 9AM and finished about 3PM. I got everything for the install at Home Depot for about \$200. I love it, Thanks for everything.



During the winter months here in Colorado I can now go 'hit the range' regardless of the weather outside. It's very convenient to have the setup right here so I don't waste the time driving to a range and back again. Finally, what I find myself doing now is reading articles or swing tips online, then being able to head right into the garage and practice what I just read. It is as convenient as having a full range in the backyard! I like the feel to stand on and when swinging through the ball. It has the feel of a fairway, and if I hit it fat, I know it. I also love the fact that I can put a tee in the mat and hit my driver. I am very happy I found your site on the web and ordered the mat from you.



Mel Sole  
Director of Instruction,  
Owner of the Ritson-Sole Golf Schools

*"I refused to use mats at the Ritson-Sole Golf Schools until I found the Country Club Elite Mat, If your considering a practice mat this is the one I recommend." -- Mel Sole*



3x5 CC Elite Golf Mat - Selected as the exclusive golf mat at Golf20X

"The Most Innovative Products in Golf".



PGA Tour & Champions Tour Winner Kirk Triplett at home on his 5x5 CCE Golf Mat



Roberto Borgatti's "Sky Golf" Studio with sweeping Manhattan sky-line views. 5x10 Country Club Elite Mat bordered by Quick & True Putting Turf.



We use the CCE Deluxe Combo Units in our fitting centers because their outstanding durability, ease of replacing parts as opposed to the whole unit.

Buddy Christensen, Owner  
Golfdom



I am very happy with my golf mat and the accompanying stance mat. I can use it on my deck with the Birdieballs or I can use it on the grass to hit real balls into the woods behind my house. It has really enabled me to get in an extra half hour of

practice most every day during lunch breaks or in the evenings. The results pay off big time. I have reduced my handicap index 3 strokes to a 10 and now I plan to go down to 6 or 7. The mat has a great feel (not quite like the real thing) and I would recommend it to anyone. You can even feel "fat" shots when they occur. Thanks for a great product.

Jon Sundstrom

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- [Chipping Vs. Pitching 2.0](#)
- [Putting Tips](#)
- [Stop Slicing Your Driver: Best Tip to Fix Sli...](#)
- [Golf chipping tips for your new clubs](#)
- [Discmania Deep in the Game: Ep 3 – Side...](#)
- [Golf Swing Tips Eyeline Golf Putting Aids ...](#)
- [Nike Junior Golf Camps – Chipping](#)
- [Importance of Golf Driving Irons](#)
- [David Leadbetter: Basics Of Your Putting Stro...](#)
- [3 Golf Tips For Better Chipping](#)
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- [Golf Driving Tips – A Different Approac...](#)
- [The Golf Putting Yips – Lesson and Tips](#)
- [Golf Chipping Tips | Hit Better Chip Shots by...](#)
- [Golf Instruction – The Proper Golf Grip](#)
- [Nick Watney: My Putting Drill-Putting Tips-Go...](#)
- [Golf Chipping Tips | The More Conservative Ap...](#)
- [Golf Tips: Driving under pressure](#)

## Recent Golf Mat Reviews

- [Sky Golf](#)
- [Country Club Elite Golf Mat Reviews](#)
- [Getting Up And Down Better Than Ever. Great Product!](#)
- [CC Elite Golf Mats vs The Other Guys](#)
- [Range Mat Review – Pocassat Golf Club – MA](#)
- [Brian Manzella Golf “The Best Golf Mat” golf mats review](#)
- [Brian Manzella Golf "The Best Golf Mat" golf mats review](#)
- [Golf Mats Review – Lynn Laird](#)
- [Kirk Triplett Golf Mat Review](#)
- [Almost like taking a divot – replicates what you get on the course](#)
- [We have been very happy with them](#)
- [New Practice Tee](#)
- ["My Golf Buddies Were Surprised to See The Improvement in My Golf Swing"](#)
- [The Country Club Elite Real Feel Golf is Way Better Than Any Other Golf Mat](#)
- [This mat is amazing.](#)
- ["I can't imagine a nicer golf mat "](#)

## Golf Mat Resources

- [Golf Chipping Mat](#)
- [Golf Driving Mat](#)
- [Golf Practice Mats](#)
- [Golf Pitching Mat](#)
- [Golf Net Mat](#)
- [Golf Practice Mat](#)
- [Golf Training Aid](#)
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Under the Dura-Pro WoodTee™ Real Feel Country Club WoodTee™ Golf Mat

The Ultimate in Commercial WoodTee Golf Mats WITH PRO TURF!™##

**Swing Down & Through      No Bounce      True Divot Action**



**3' x 5' Dura-Pro Plus™ Real Feel  
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**10 Year Warranty  
with UV Protection**



**DURA-PRO "The No Bounce Hit Down & Through Golf Mats"™  
Pay Less! Buy Factory Direct**

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**Out Performs & Makes All Other Mats Obsolete!**

# Use Your Own Wooden Tees



Swing Down and Through  
**NO Bounce!**  
 Easy On Elbows & Wrists  
 Dense Spring Tech Fiber System™  
 Takes a Real Wood Tee  
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 Vary Your Tee Height - Use With All Clubs



## For Use With All Clubs

**FOR HEAVY IRON AND DRIVER USE!**



### Real Feel

DURA-PRO

"The No Bounce

Hit Down & Through Golf Mats"™



- No bounce
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- True Divot Action
- USE ALL CLUBS



Get the Real Feel with a Dura-Pro Plus™ WoodTee™ Golf Mat Today!  
 Dura-Pro Plus™ Golf Mats  
 Out Last Them All™

Everyone is always comparing their mats to a Dura-Pro™ Mat.  
 To be fair, let's ask an impartial 3rd party... STANLEY!

### Dura-Pro™ Real Feel Country Club WoodTee™ Golf Mats Features & Facts

- Use Real Tees

- Industrial Bonded - Not Glued

- Approx. 1¾" Thick
- 100% MADE IN THE USA NYLON
- 162oz Face Weight
- 10 Year UV Protection
- 30% Denser than Similar Mats



- Will Not Stain Clubs
- Indoor / Outdoor
- Real Feel Technology™
- True Feel Golf Mat™
- USE ALL CLUBS

### More about the Dura-Pro™ Spring Tech WoodTee Turf System™ with Real Feel Technology™

- Dura-Pro Golf Mats are constructed with the latest state-of-the-art Spring Tech 3D Fibers.
- The Dura-Pro shock absorbing Spring Tech Fibers™ absorb and solve the typical bounce problem!
- **FAT SHOTS? No Problem! Hit Down & Through! Groove Your Golf Swing! Hit the ball first! Hit down and under, accelerate through the ball, TAKING A DIVOT, just like you are on a real fairway!**
- The Dura-Pro 3D fibers react to give you the feel of a TRUE DIVOT!
- The 3D Fibers are so compact it allows you to set your own tee height. YES! You can use a real wood tee!
- There are several similar mats on the market and some of the mats make you feel like you are standing on a trampoline. When you are standing and hitting on our Dura-Pro 3D Fiber System™, we are sure you will agree that Dura-Pro's stable 3D Fiber System™ feels like a TRUE FAIRWAY providing the perfect stance and feel!
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**For 12 Years, Dura-Pro Plus Golf Mats have out-sold the competition!**  
**Dura-Pro Golf Mats Out Last All Other Mats in QUALITY, PRICE AND DELIVERY!**

**IF IT DOES NOT SAY DURA-PRO... IT IS NOT DURA-PRO QUALITY!**

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**Pay Less - Buy Factory Direct - Better Mat = Better Practice**

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the #1 Mat in Golf™

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**Special Price**  
**FREE Shipping**  
**All Turfs & Sizes**  
**Real Feel Country Club Golf Mats**

**Real Feel Golf Mats**

**At Dura-Pro Sports, We Don't Just Sell Any Golf Mat,  
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**Dura-Pro™ Real Feel Country Club WoodTee™ Golf Mats  
 are for use in high traffic commercial settings  
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 the best mat available!**

**Pay Less! Buy Factory Direct**

We offer a 10 Year Warranty, 10 Year UV Protection  
 Dura-Pro is simply the best golf mat made!

Your Low Price: \$256.00

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Buy this mat with any combination of these golf nets  
**and get all the accessories FREE + FREE Shipping!**

High Velocity Golf Cage +  
 Real Feel Country Club WoodTee Mat

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Create  
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 Practice  
 Center

Golf Cage Measures  
 10'(h) x 10'(w) x 10'(d)

6 Golf Mat Sizes  
 to Choose From

Target Net +  
 Real Feel Country Club WoodTee Mat

**CLICK HERE!**

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Create  
 Your Own  
 Backyard  
 Practice  
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Target Net Measures  
 (11' 10"w x 7'h x 5'd)

6 Golf Mat Sizes  
 to Choose From

High Velocity Golf Net +  
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 Center

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6 Golf Mat Sizes  
 to Choose From



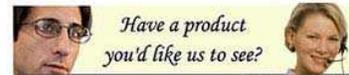
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# EXHIBIT D

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[No Bounce/Shock Golf Mats - New Multi-Club-Real Feel Golf Mats](#)

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 Seen On The Golf Channel - New Multi-Club Mats-Nets

[The Real Feel Golf Mat | Practice How You Play](#)

[www.realfeelgolfmats.com/](#)   
 Improve your game by practicing on your New Country Club Elite® Real Feel Golf Mat™ All year long – at home, in your own back, garage, shed, or basement.   
 The Best Driving Range Mats - Golf Mats - F.A.Q. - How To Install Your Golf Mat

[Amazon.com: Country Club Elite Real Feel Golf Mat 4' X 4 ...](#)

[www.amazon.com/Country-Elite-Real-Feel-Golf/dp/B0048B1ZK6](#)   
 Improve your golf swing in your own back yard with your own Country Club Elite® T-Tuft Mat. Finally a golf practice mat that lets you "Hit-Down on the golf ball" ...

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 Rating: 4.8 - 8 reviews - \$399.00   
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[Country Club Elite Golf Mats® - Costco](#)

[www.costco.com/Country-Club-Elite-Golf-Mats@product.100034931.html](#)   
 Country Club Elite Golf Mats® No Bounce™, Takes A Real Tee™, Swing Down And ...   
 Country Club Elite® Real Feel give you a true feel so that you know if you ...

[At Home on the Range-Golf Net Real Feel Golf Mats - YouTube](#)



[www.youtube.com/watch?v=L8nQFWIXD4](#)   
 Oct 21, 2012 - 9 min - Uploaded by 09HDSofT   
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[Premium CC Elite Real Feel Golf Mat Hitting Strip 10 x 60 Golfmat ...](#)

[www.ebay.com/...Real-Feel-Golf-Mat..GolfMat-Golf-Mat-/110979574325](#)   
 \$114.99 - In stock   
 Premium CC Elite Real Feel Golf Mat Hitting Strip 10 x 60 GolfMat Golf Matt in Sporting Goods, Golf, Training Aids | eBay.

[Real Feel Country Club Elite Golf Mat Review - The Hackers Paradise](#)

[www.thehackersparadise.com/.../showthread.php?...Real-Feel...Golf-Mat...](#)   
 Let me start by saying I am in no way affiliated with Real Feel Mats or even anyone that works for them. I'm just a 22 (ugh) handicapper that is ...

[golf mat - Instruction & Academy - GolfWRX](#)

[www.golfwrx.com/forums/topic/214540-golf-mat/](#)   
 golf mat - posted in Instruction & Academy: Can anyone make a ... I've got the Real Feel mat,had it for about 2 yrs.now,and shows no signs of ...

[Dura-Pro Real Feel Country Club Woodtee Golf Mats - Dura-Pro ...](#)

[duraprologolfmats.com/Dura-Pro-Real-Feel-Country-Club-Woodtee-Golf-Mats.html](#)   
 Dura-Pro™ Real Feel Country Club WoodTee™ Golf Mats The Ultimate in Commercial WoodTee Golf Mats WITH PRO TURF!™ #1 Choice For Driving ...

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[usgolftv.com/special-offer-from-usgolftv-sponsor-real-feel-golf-mats-more-information-about-the-offer-inside-jrmats/](#)   
 Dec 15, 2013 ... The owner of Real Feel Golf Mats to give us a coupon code that we could promote to out list - Limited time discount code for 10% on your entire ...

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[Real Feel Golf Mats](#)

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# EXHIBIT E



# COMMERCIAL TESTING COMPANY

1215 South Hamilton Street • Dalton, Georgia 30720  
Telephone (706) 278-3935 • Facsimile (706) 278-3936

Report Number 14-05071

J.R. Mats, Inc.  
West Chester, Pennsylvania

Test Number 4528-1123  
May 6, 2014

Pile Yarn Weight

**Test Method:** The pile yarn weight was determined as described in ASTM International Test Method D 5848, *Mass per Unit Area of Pile Floor Covering*.

**Material Tested:**

Product Name: Dura-Pro Real Feel Country Club WoodTee Golf Mat  
Construction: Cut Pile Turf  
Secondary Backing: Polyurethane with Attached Cushion

**Test Result:**

Average Pile Yarn Weight — 102.4 ounces per square yard

Commercial Testing Company

(Authorized Signature)

This report is provided for the exclusive use of the client to whom it is addressed. It may be used in its entirety to gain product acceptance from duly constituted authorities. The test results presented in this report apply only to the samples tested and are not necessarily indicative of apparent identical or similar materials. Sample selection and identification were provided by the client. A sampling plan, if described in the referenced standard, was not necessarily followed. This report, or the name of Commercial Testing Company, shall not be used under any circumstance in advertising to the general public.

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# EXHIBIT F



# COMMERCIAL TESTING COMPANY

1215 South Hamilton Street • Dalton, Georgia 30720  
Telephone (706) 278-3935 • Facsimile (706) 278-3936

Report Number 14-04286

J.R. Mats, Inc.  
West Chester, Pennsylvania

Test Number 4528-1124  
April 23, 2014

Pile Height

**Test Method:** The pile height was determined using a graduated steel scale as described in Federal Specification DDD-C-0095A under Section 4.5.3 Pile Height and Tuft Length and Pile Height Differential.

**Material Tested:**

Product Name: Dura-Pro Real Feel Country Club WoodTee Golf Mat  
Construction: Cut Pile Turf  
Secondary Backing: Vinyl with Attached Cushion

**Test Result:**

Pile Height — 0.93 inch

Commercial Testing Company

(Authorized Signature)

*This report is provided for the exclusive use of the client to whom it is addressed. It may be used in its entirety to gain product acceptance from duly constituted authorities. The test results presented in this report apply only to the samples tested and are not necessarily indicative of apparent identical or similar materials. Sample selection and identification were provided by the client. A sampling plan, if described in the referenced standard, was not necessarily followed. This report, or the name of Commercial Testing Company, shall not be used under any circumstance in advertising to the general public.*

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IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA

J.R. Mats, Inc.	:	
Plaintiff	:	
v.	:	Civil Action No:
INTERNETSHOPSINC.COM	:	2:14-cv-03427-TJS
d/b/a D.W. QUAIL GOLF	:	
Defendant	:	
_____	:	
INTERNETSHOPSINC.COM	:	
d/b/a D.W. QUAIL GOLF	:	
Counterclaim Plaintiff	:	
v.	:	
J.R. Mats, Inc.	:	
Counterclaim Defendant	:	
_____	:	
INTERNETSHOPSINC.COM	:	
d/b/a D.W. QUAIL GOLF	:	
Third Party Plaintiff	:	
v.	:	
Jay McGrath	:	
Third Party Defendant	:	
_____	:	

**DEFENDANT’S ANSWER AND AFFIRMATIVE DEFENSES TO PLAINTIFF’S  
COMPLAINT AND COUNTERCLAIMS AND THIRD PARTY COMPLAINT**

Defendant/ Counterclaim Plaintiff/ Third Party Plaintiff, by and through undersigned counsel, hereby submits its Answer and Affirmative Defenses to Plaintiff’s Complaint, and its counterclaims against Counterclaim Defendant J.R. Mats, Inc. and Third Party Complaint against Third Party Defendant Jay McGrath.

## **PARTIES<sup>1</sup>**

1. Admitted.

2. Admitted. By way of further answer, InternetShopsInc.com d/b/a D.W. Quail Golf is a Georgia Corporation duly organized and validly existing under Georgia law.

3. Denied as stated. Defendant offers products through its website and ships products to customers throughout the entire United States, including to customers located in Pennsylvania and the Eastern District of Pennsylvania. Otherwise, Defendant does not have business operations in Pennsylvania.

## **JURISDICTION AND VENUE**

4. Denied. Defendant denies the averments set forth in paragraph 4 of Plaintiff's Complaint because they are conclusions of law requiring no response herein.

5. Denied. Defendant denies the averments set forth in paragraph 5 of Plaintiff's Complaint because they are conclusions of law requiring no response herein.

6. Admitted only that this Court has personal jurisdiction over Defendant; otherwise the remaining allegations are denied.

7. Admitted only that venue is proper in this District; otherwise, the remaining allegations are denied.

## **BACKGROUND**

8. Denied that J.R. Mats has been a leading designer and manufacturer of high-end commercial golf range mats for more than ten (10) years. On information and belief, J.R. Mats, Inc. is merely a reseller, does not design or manufacture anything and

---

<sup>1</sup> For ease of reference only, Defendant has reproduced the headings Plaintiff used in its Complaint. To the extent that the headings Plaintiff used contain any allegations or characterizations, Defendant denies the truth of those allegations or characterizations.

has been in business for less than 10 years. According to the Pennsylvania Department of State Corporation records database, J.R. Mats, Inc. was formed in 2005. Further, on information and belief, there is nothing proprietary with respect to Plaintiff's golf mats. Specifically, the alleged "proprietary fiber blends and tufting technology" is precisely the same as is found in Defendant's golf mats since both Plaintiff and Defendant purchase their product from the same manufacturer.

9. Defendant is without sufficient knowledge or information to admit or deny the allegations set forth in paragraph 9 of Plaintiff's Complaint; accordingly, the allegations are denied. By way of further answer, on information and belief, Plaintiff did not start using the mark "REAL FEEL GOLF MATS" until 2008.

10. Defendant is without sufficient knowledge or information to admit or deny the allegations set forth in paragraph 10 of Plaintiff's Complaint; accordingly, the allegations are denied. By way of further answer, on information and belief, Plaintiff did not start using the mark REAL FEEL GOLF MATS until 2008. Further, the document attached as Exhibit A to Plaintiff's Complaint speaks for itself requiring no response herein.

11. Defendant is without sufficient knowledge or information to admit or deny the allegations set forth in paragraph 11 of Plaintiff's Complaint; accordingly, the allegations are denied.

12. The documents attached as Exhibit A and B to Plaintiff's Complaint speaks for themselves requiring no response herein.

13. Denied. By way of further answer, Defendant began use of the mark REAL FEEL GOLF MATS and similar variations in connection with its golf mats long before any use by Plaintiff and these marks are uniquely associated with Defendant.

14. Denied. Plaintiff has acquired no rights in any mark relevant to this litigation including the mark REAL FEEL GOLF MATS.

15. Defendant is without sufficient knowledge or information to admit or deny the allegations set forth in paragraph 15 of Plaintiff's Complaint; accordingly, the allegations are denied. By way of further answer, Defendant had already acquired rights in the mark REAL FEEL GOLF MATS by 2005 when Plaintiff allegedly registered an infringing domain name.

16. Denied. Defendant is the rightful owner of the mark REAL FEEL GOLF MATS and all associated goodwill and public recognition.

17. Defendant is without sufficient knowledge or information to admit or deny the allegations set forth in paragraph 17 of Plaintiff's Complaint; accordingly the allegations are denied. It is specifically denied that the mark REAL FEEL GOLF MATS is a famous mark anywhere *vis a vis* Plaintiff.

#### **DEFENDANT'S [ALLEGED] INFRINGEMENT**

18. Defendant only admits that it uses the mark REAL FEEL GOLF MATS and similar variations. By way of further answer, Defendant's adoption and use of the mark REAL FEEL GOLF MATS and similar marks predates Plaintiff's use of REAL FEEL GOLF MATS or any similar mark. The remaining allegations are denied.

19. Admitted that Defendant identifies its golf mats product in advertisements and on its website as "REAL FEEL COUNTRY CLUB WOODTEE GOLF MATS" and

“REAL FEEL GOLF MATS.” Denied to the extent Plaintiff is suggesting that Defendant only recently began using these marks- Defendant’s adoption and use of the mark REAL FEEL GOLF MATS and similar marks began at least as early as 2003 and predates Plaintiff’s use of REAL FEEL GOLF MATS or any similar mark. Further, the document attached as Exhibit C to Plaintiff’s Complaint speaks for itself requiring no response herein.

20. Admitted. By way of further answer, Defendant owns numerous other domain names and websites where is sells its products.

21. Admitted only that Defendant is advertising its golf mats through the Google AdWords program using the mark “REAL FEEL GOLF MATS” and similar variations. The remaining allegations are denied. By way of further answer, Defendant is without sufficient knowledge or information to admit or deny the allegations set forth in paragraph 21 of Plaintiff’s Complaint related to what “internet users” experience in their Google search results or why search results appear the way they do which is based on Google’s top secret algorithms; accordingly, the allegation that “[a]s a result of this advertising, links to Defendant’s website are appearing next to links to J.R. Mats’ REAL FEEL Website in Google search results” is denied. Further, the document attached as Exhibit D to Plaintiff’s Complaint speaks for itself requiring no response herein.

22. Denied. To the contrary, Defendant began using the mark REAL FEEL GOLF MATS and similar variations in commerce in the United States in connection with golf mat products long before Plaintiff ever began using the mark REAL FEEL GOLF MATS or any similar variations.

23. Admitted.

24. Denied. Defendant began using the mark REAL FEEL GOLF MATS and similar variations in commerce in the United States in connection with golf mat products long before Plaintiff ever began using the mark REAL FEEL GOLF MATS or any similar variations. Further, Plaintiff's adoption and use of the mark REAL FEEL GOLF MATS and similar variations for golf mat products is a willful attempt to palm off Defendant's goodwill in its marks and represents a blatant attempt to create consumer confusion.

25. Denied. To the contrary, Plaintiff's use of the mark REAL FEEL GOLF MATS and similar variations for golf mat products has caused Defendant grievous and irreparable injury.

26. Denied. To the contrary, as a result of Plaintiff's conduct members of the public and the trade are likely to be confused between Plaintiff's and Defendant's products.

27. Denied. To the contrary, Plaintiff is the infringer and its acts are causing consumer confusion.

28. Denied. To the contrary, Plaintiff is the one who has benefited from the consumer confusion it has created by infringing Defendant's marks and otherwise palming off Defendant's reputation and goodwill.

29. Denied. To the contrary, Plaintiff has passed off its goods as rendered by or associated with or connected with or sponsored by or under license from or with the approval of Defendant.

30. Denied. To the contrary, Plaintiff is the infringer and its acts are causing consumer confusion.

31. Denied. To the contrary, Plaintiff is the willful and deliberate infringer and its acts are resulting in an unfair and unlawful advantage to Plaintiff.

32. Denied. To the contrary, Plaintiff is the willful, wrongful infringer and its adoption and use of the mark REAL FEEL GOLF MATS and similar variations was with full knowledge of Defendant's prior use and rights in the mark REAL FEEL GOLF MATS and similar variations.

33. Denied. To the contrary, Plaintiff is the infringer, and as a result of its infringement, it has unfairly and unlawfully obtained salability for its goods which it would not have otherwise had.

#### **DEFENDANT'S [ALLEGED] FALSE ADVERTISING**

34. Denied as stated. By way of further answer, Defendant's website (dwquailgolf.com) is comprised of hundreds of pages which are updated frequently. It is specifically denied that Defendant's current website describes its "Duro-Pro Real Feel Country Club WoodTee Golf Mats" as having a 162oz face weight. The reference to a 162oz face weight was the result of a typographical error which was promptly corrected upon discovery prior to Defendant having knowledge of this lawsuit and existed for a short time only.

35. Denied as stated. By way of further answer, Defendant's website (dwquailgolf.com) is comprised of hundreds of pages which are updated frequently. It is specifically denied that Defendant's current website describes its "Duro-Pro Real Feel Country Club WoodTee Golf Mats" as having a 162oz face weight. The reference to a 162oz face weight was the result of a typographical error which was promptly corrected upon discovery prior to Defendant having knowledge of this lawsuit and existed for a

short time only. Further, the document attached as Exhibit C to Plaintiff's Complaint speaks for itself requiring no response herein. It is noted that Defendant's website specifically advises customers that due to weather, humidity, and the manufacturing process of golf mats, + or - tolerances apply to specifications.

36. Defendant is without sufficient knowledge or information to admit or deny the allegations set forth in paragraph 36 of Plaintiff's Complaint; accordingly, the allegations are denied. Further, the document attached as Exhibit E to Plaintiff's Complaint speaks for itself requiring no response herein. It is specifically denied that the test results shown in Exhibit E regarding the face weight of Defendant's "Duro-Pro Real Feel Country Club WoodTee Golf Mats" are accurate as they are significantly different from independent test results obtained by Defendant.

37. Denied as stated. By way of further answer, Defendant's website (dwquailgolf.com) is comprised of hundreds of pages which are updated frequently. It is admitted only that Defendant's current website states that its "Duro-Pro Real Feel Country Club WoodTee Golf Mats" is approximately 1 ¾ inches thick. By way of further answer, Defendant's "Duro-Pro Real Feel Country Club WoodTee Golf Mats" are, in fact, approximately 1 ¾ inches thick which is supported by independent testing.

38. Defendant is without sufficient knowledge or information to admit or deny the allegations set forth in paragraph 38 of Plaintiff's Complaint; accordingly, the allegations are denied. Further, the document attached as Exhibit F to Plaintiff's Complaint speaks for itself requiring no response herein. By way of further answer, the document attached as Exhibit F purports to measure pile height which is not a measurement of the thickness of a golf mat.

39. Denied. By way of further answer, Defendant's website (dwquailgolf.com) is comprised of hundreds of pages which are updated frequently. It is admitted only that Defendant's current website states that its "Duro-Pro Real Feel Country Club WoodTee Golf Mats" are 30% denser than similar mats. By way of further answer, Defendant's "Duro-Pro Real Feel Country Club WoodTee Golf Mats" are, in fact, "30% Denser than Similar Mats" which is supported by independent testing.

40. Denied. Defendant's statement that its "Duro-Pro Real Feel Country Club WoodTee Golf Mats" are "30% Denser than Similar Mats" is supported by independent test results.

41. Denied. It is specifically denied that any alleged false and/or misleading advertising claims made by Defendant (which are denied) have been material, have deceived consumers or directed sales away from competitors including J.R. Mats.

42. Admitted only that Plaintiff has no control over the quality of goods which are sold by Defendant; the remaining allegations contained in paragraph 42 of Plaintiff's Complaint are denied.

43. Denied. To the contrary, Plaintiff's conduct has been and continues to be in bad faith, willful, deliberate and in knowing violation of the law.

44. Denied. To the contrary, Plaintiff's conduct has damaged and will continue to damage Defendant and should be enjoined.

45. Denied. To the contrary, upon information and belief, Plaintiff will continue its unlawful conduct unless restrained by the Court.

**COUNT I**  
**[ALLEGED] FALSE ADVERTISING UNDER THE LANHAM ACT**

46. Defendant incorporates its responses to Paragraphs 1-45 set forth above.

47. Denied. Plaintiff's allegations speak for themselves. Defendant specifically denies that it or any related party made false and/or misleading representations in interstate commerce regarding its goods. By way of further answer, and as set forth above, with respect to any statement having to do with "Duro-Pro Real Feel Country Club WoodTee Golf Mats" having a face weight of 162 ounces, this was merely a typographical error which existed for a short time and was promptly corrected upon discovery prior to Defendant having knowledge of this lawsuit.

48. Denied. Paragraph 48 of Plaintiff's Complaint is ambiguous because it references Defendant's "Real Feel Golf Mats product" but does not identify with precision which product is being referenced. Defendant uses its REAL FEEL GOLF MATS mark in connection with different golf mat products. By way of further answer, and as set forth above, with respect to any statement on Defendant's website having to do with Defendant's "Duro-Pro Real Feel Country Club WoodTee Golf Mats" having a face weight of 162 ounces, this was merely a typographical error which existed for a short time and was promptly corrected upon discovery prior to Defendant having knowledge of this lawsuit.

49. Denied. Paragraph 49 of Plaintiff's Complaint is ambiguous because it references Defendant's "Real Feel Golf Mats product" but does not identify with precision which product is being referenced. Defendant uses its REAL FEEL GOLF MATS mark in connection with several different golf mat products. By way of further answer, Defendant's "Duro-Pro Real Feel Country Club WoodTee Golf Mats" are in fact approximately 1  $\frac{3}{4}$  inches thick.

50. Denied. Defendant's "Duro-Pro Real Feel Country Club WoodTee Golf Mats" are in fact "30% Denser than Similar Mats" which is supported by independent testing.

51. Denied.

52. Denied.

53. Denied.

54. Denied. By way of further answer, Defendant denies the averments set forth in paragraph 54 of Plaintiff's Complaint because they are conclusions of law requiring no response herein.

**COUNT II**  
**[ALLEGED] STATUTORY TRADEMARK INFRINGEMENT**

55. Defendant incorporates its responses to Paragraphs 1-54 set forth above.

56. Denied. By way of further answer, Defendant denies the averments set forth in paragraph 54 of Plaintiff's Complaint because they are conclusions of law requiring no response herein.

57. Admitted only that Plaintiff has no control over the quality of goods which are sold by Defendant; the remaining allegations contained in paragraph 57 of Plaintiff's Complaint are denied.

58. Denied. To the contrary, Plaintiff is the infringer and Defendant is the one being damaged.

**COUNT III**  
**[ALLEGED] FEDERAL UNFAIR COMPETITION AND**  
**FALSE DESIGNATION OF ORIGIN**

59. Defendant incorporates its responses to Paragraphs 1-58 set forth above.

60. Admitted only that Count III of Plaintiff's Complaint purports to set forth a cause of action under the United States Lanham Act §43(a), 15 U.S.C. §1125(a). It is specifically denied that Plaintiff can make out such a claim, however.

61. Denied. To the contrary, Defendant began using the mark REAL FEEL GOLF MATS and similar variations in commerce in the United States in connection with golf mat products long before Plaintiff.

62. Denied. To the contrary, Plaintiff is the infringer and its acts are resulting in consumer confusion.

63. Denied. By way of further answer, Defendant denies the averments set forth in paragraph 63 of Plaintiff's Complaint because they are conclusions of law requiring no response herein.

64. Denied. To the contrary, Plaintiff is the infringer and Defendant is the one being damaged.

**COUNT IV**  
**[ALLEGED] COMMON LAW TRADEMARK INFRINGEMENT**

65. Defendant incorporates its responses to Paragraphs 1-64 set forth above.

66. Defendant denies the averments set forth in paragraph 66 of Plaintiff's Complaint because they are conclusions of law requiring no response herein.

67. Defendant denies the averments set forth in paragraph 67 of Plaintiff's Complaint because they are conclusions of law requiring no response herein.

68. Denied. To the contrary, Plaintiff is the infringer and Defendant is the one being damaged.

**COUNT V**  
**[ALLEGED] UNFAIR COMPETITION**

69. Defendant incorporates its responses to Paragraphs 1-68 set forth above.

70. Defendant denies the averments set forth in paragraph 70 of Plaintiff's Complaint because they are conclusions of law requiring no response herein.

71. Defendant denies the averments set forth in paragraph 71 of Plaintiff's Complaint because they are conclusions of law requiring no response herein.

72. Denied. To the contrary, Plaintiff is the infringer and Defendant is the one being damaged.

**COUNT VI**  
**[ALLEGED] UNJUST ENRICHMENT**

73. Defendant incorporates its responses to Paragraphs 1-72 set forth above.

74. Defendant denies the averments set forth in paragraph 74 of Plaintiff's Complaint because they are conclusions of law requiring no response herein.

75. Denied. To the contrary, Plaintiff is the one who has been unjustly enriched.

**COUNT VII**  
**[ALLEGED] STATE STATUTORY AND COMMON LAW DILUTION;**  
**INJURY TO BUSINESS REPUTATION**

76. Defendant incorporates its responses to Paragraphs 1-75 set forth above.

77. Defendant denies the averments set forth in paragraph 77 of Plaintiff's Complaint because they are conclusions of law requiring no response herein.

78. Denied. It is specifically denied that the mark REAL FEEL GOLF MATS or any similar variation as used by Plaintiff has become or is famous anywhere. Further,

the Trademark Dilution Revision Act overruled the concepts of local, statewide and/or niche fame. By way of further answer, the mark is famous in connection with Defendant's use only.

79. Denied. It is specifically denied that the mark REAL FEEL GOLF MATS or any similar variation as used by Plaintiff has acquired distinctiveness or fame *vis a vis* Plaintiff. Further, Defendant is without sufficient knowledge or information to admit or deny the allegations set forth in paragraph 79 of Plaintiff's Complaint regarding the extensiveness of Plaintiff's advertising or revenues; accordingly the allegations are denied.

80. Denied. To the contrary, Defendant began using the mark "REAL FEEL GOLF MATS" and similar variations in commerce in the United States in connection with golf mat products long before Plaintiff ever began using the mark "REAL FEEL GOLF MATS" or any similar variation.

81. Denied. To the contrary, Plaintiff is the wrongful infringer and the one causing consumer confusion.

82. Denied. To the contrary, Plaintiff is the wrongful infringer and the one causing consumer confusion. Further, Defendant denies the averments set forth in paragraph 82 of Plaintiff's Complaint because they are conclusions of law requiring no response herein.

83. Denied. To the contrary, Plaintiff is the infringer and its acts have damaged Defendant's marks.

84. Denied. To the contrary, Plaintiff is the infringer and its acts have damaged Defendant's marks. Further, Defendant denies the averments set forth in

paragraph 84 of Plaintiff's Complaint because they are conclusions of law requiring no response herein.

85. Denied. To the contrary, Plaintiff is the infringer and its acts have damaged Defendant's marks. Further, Defendant denies the averments set forth in paragraph 85 of Plaintiff's Complaint because they are conclusions of law requiring no response herein.

86. Denied. To the contrary, Plaintiff is the infringer and its acts have damaged Defendant's marks. Further, Defendant denies the averments set forth in paragraph 86 of Plaintiff's Complaint because they are conclusions of law requiring no response herein.

87. Denied. To the contrary, Plaintiff is the infringer and its acts have damaged Defendant.

**COUNT VIII**  
**DECLARATORY JUDGMENT THAT J.R. MATS [ALLEGEDLY] OWNS**  
**"REAL FEEL GOLF MATS" TRADEMARK**

88. Defendant incorporates its responses to Paragraphs 1-87 set forth above.

89. Defendant denies the averments set forth in paragraph 89 of Plaintiff's Complaint because they are conclusions of law requiring no response herein.

90. Denied. To the contrary, Defendant began using the mark REAL FEEL GOLF MATS and similar variations in commerce in the United States in connection with golf mat products long before Plaintiff ever began using the mark "REAL FEEL GOLF MATS."

91. Admitted that Plaintiff filed an opposition with the Trademark Trial and Appeal Board (TTAB) against Defendant's U.S. Trademark Application, Serial No.

85/748,439 for the mark “DURA-PRO REAL FEEL GOLF MATS.” Otherwise, the grounds for the opposition are set forth in the Notice of Opposition that was filed and the proceedings speak for themselves; therefore, the remaining allegations are denied. By way of further answer, on information and belief, Plaintiff knew that it could not prove priority in that proceeding and moved to suspend the TTAB proceedings and filed the present action as a delay tactic.

92. Denied. To the contrary, Plaintiff is not entitled to a declaration that it was first to use the mark REAL FEEL GOLF MATS in interstate commerce or that it has been using the mark REAL FEEL GOLF MATS or similar variations in interstate commerce in the United States for a longer period of time than Defendant.

93. Denied. Plaintiff does not have priority over Defendant and is not the owner of the mark REAL FEEL GOLF MATS or any similar variation in the United States and is not entitled to a declaration regarding the same.

### **AFFIRMATIVE DEFENSES**

1. All of the proceeding paragraphs are incorporated herein by reference the same as set forth at length.

2. Plaintiff has failed to state a claim upon which relief may be granted.

3. Plaintiff is not the owner of the mark REAL FEEL GOLF MATS or any similar variation, including but not limited to because Defendant was the first to use and acquire rights in said marks in United States Commerce. Further, the mark REAL FEEL GOLF MATS, as used by Plaintiff, may be determined to be merely descriptive and, in any event, has not acquired distinctiveness for Plaintiff.

4. Defendant did not and does not infringe on Plaintiff's alleged trademarks.
5. Plaintiff's alleged trademarks are not famous, *vis a vis*, Plaintiff. Further, the Trademark Dilution Revision Act overruled the concepts of local, statewide and/or niche fame.
6. Defendant did not make any false statements; the statements were true, or if not true, reasonably believed to be true.
7. The statements alleged to be false advertising are not material and have not influenced any purchasing decisions.
8. The statements alleged to be false advertising are not actionable because no one was actually deceived and the statements did not have a tendency to deceive.
9. Defendant specifically advised customers in its advertising that due to weather, humidity, and the manufacturing process of golf mats, + or - tolerances apply to specifications.
10. Plaintiff's claims are barred and/or limited by the applicable statute of limitations.
11. Defendant did not act willfully or intentionally.
12. Plaintiff's claims are barred and/or limited because it has not been damaged by any act or conduct of Defendant.
13. Plaintiff's claims are barred and/or limited by the doctrine of laches.
14. Plaintiff's claims are bared and/or limited by the doctrines of unclean hands, estoppel and/or waiver.
15. Plaintiff's recovery is barred and/or limited because of mistake and/or mutual mistake.

16. Plaintiff has committed fraud on the United States Patent and Trademark Office.

17. Plaintiff is not entitled to statutory damages or attorney fees under the Lanham Act.

18. Plaintiff has not suffered irreparable harm.

19. Plaintiff's state law claims may be preempted by federal law.

20. Plaintiff may lack proper standing to proceed with these claims.

21. Plaintiff's recovery is barred and/or limited because it failed to act in good faith.

**WHEREFORE**, Defendant demands that Plaintiff's Complaint be dismissed, with prejudice, in its entirety, and that Defendant be awarded its costs and reasonable attorney's fees in defending this action and such other relief as this Court deems just.

### **COUNTERCLAIMS AND THIRD PARTY COMPLAINT**

1. All of the proceeding paragraphs are incorporated herein by reference the same as set forth at length.

2. Counterclaim Plaintiff/Third Party Plaintiff, InternetShopsInc.Com d/b/a D.W. Quail Golf hereby brings its counterclaims against Counterclaim Defendant J.R. Mats, Inc. (hereinafter "J.R. Mats" and/or "Counterclaim Defendant") and its Third Party Complaint against Third Party Defendant Jay McGrath (hereinafter "Jay McGrath" and/or "Third Party Defendant") for declaratory and injunctive relief, damages, and other appropriate relief arising out of their violations of the Lanham Act, 15 U.S.C. §1114(1), 15 U.S.C. §1125(a), (b) and (c), as well as their State and common law unfair

competition, dilution, product disparagement, unfair trade practices and unjust enrichment.

### **Parties, Jurisdiction and Venue**

3. All of the proceeding paragraphs are incorporated herein by reference the same as set forth at length.

4. Counterclaim Plaintiff, InternetShopsInc.Com d/b/a D.W. Quail Golf, is a Georgia corporation having a principal place of business at 1441 Airport Drive, Ball Ground, GA 30107 (hereinafter referred to as “D.W. Quail Golf”). In business for over seventeen years (through its predecessor in interest) and having sold products to customers throughout the entire United States, D.W. Quail Golf is a leading online retailer of residential and commercial grade golf practice mats and numerous other golf-related products.

5. Counterclaim Defendant, J.R. Mats, Inc., is a Pennsylvania Corporation located at 1519 McDaniel Drive, West Chester, PA 19380 (hereinafter “J.R. Mats” and/or “Counterclaim Defendant”). On information and belief, J.R. Mats is a late comer to the golf mat business compared to D.W. Quail Golf having been in business for less than 10 years despite its false claims of having a more extensive history.

6. Third Party Defendant, Jay McGrath, is an individual who, on information and belief, is a Pennsylvania citizen, and resides within the Eastern District of Pennsylvania, and is the sole shareholder, officer and director of J.R. Mats (hereinafter referred to as “Jay McGrath” and/or “Third Party Defendant”). On information and belief, Jay McGrath at all relevant times directed, controlled and ratified the actions of

J.R. Mats including, *inter alia*, the tortious acts of trademark infringement, unfair competition, dilution, false advertising and product disparagement complained of herein.

7. This Court has personal jurisdiction over Jay McGrath by virtue of his transaction of business, his residence and his affiliation and activities with J.R. Mats in this District.

8. This Court has subject matter jurisdiction over these claims by virtue of the Lanham Act, 15 U.S.C. Sections 1051-1141, and particularly on the basis of 15 U.S.C. § 1121, 1114(1)§ and 1125(a) , (b) and (c), the Declaratory Judgment Act, 28 U.S.C. §2201, as well as pursuant to 28 U.S.C. §1331 (Federal Question), 28 U.S.C. §1338 (jurisdiction over civil actions arising under the Trademark Act and supplemental claims of unfair competition) and 28 U.S.C. §1367 (Supplemental Jurisdiction).

9. Venue is proper in this District pursuant to 28 U.S.C. § 1391 (a), (b) and (c) because J.R. Mats transacts business in this District, and Jay McGrath resides in this District, and a substantial part of the events giving rise to D.W. Quail Golf's claims occurred in this District.

### **Background Information**

10. All of the proceeding paragraphs are incorporated herein by reference the same as set forth at length.

11. This case is nothing more than a desperate attempt by J.R. Mats to try to fool the Court and damage a competitor.

12. D.W. Quail Golf has been using its "REAL FEEL GOLF MATS" mark and similar variations on and in connection with the sale of its high quality golf mats since at least as early as 2003.

13. J.R. Mats alleges in paragraph 9 of its Complaint, however, that its use of the mark REAL FEEL GOLF MATS for golf mats did not begin until 2006, as much as three years after D.W. Quail Golf.

14. On information and belief, J.R. Mats actually did not begin using the mark “REAL FEEL GOLF MATS” until sometime in 2008, and only then with full knowledge of D.W. Quail Golf’s prior rights in the mark.

15. Tellingly, J.R. Mats has never produced any evidence showing use of the mark REAL FEEL GOLF MATS as early as its alleged 2006 date of first use (and certainly nothing has been produced to show even earlier use) despite having been requested to “put up or shut up” and knowing this case primarily comes down to the issue of priority.

16. In particular, in the opposition proceeding before the Trademark Trial and Appeal Board (TTAB) filed by J.R. Mats on April 23, 2013 opposing D.W. Quail Golf’s application for “DURA-PRO REAL FEEL GOLF MATS,” J.R. Mats resisted and never produced requested discovery which (if answered truthfully) would have proven that it was not the first to use the mark REAL FEEL GOLF MATS.

17. Rather than comply with discovery requests and conclude the TTAB proceeding that *it started*, J.R. Mats filed this action and filed a motion to suspend the TTAB proceedings. On information and belief, this was done as a delay tactic to avoid having judgment entered against it by the TTAB, which was inevitable.

**D.W. Quail Golf’s Use and Ownership of the “D.W. Quail Golf Marks”**

18. All of the proceeding paragraphs are incorporated herein by reference the same as set forth at length.

19. Long prior to any use by J.R. Mats, D.W. Quail Golf has used its “REAL FEEL GOLF MATS” mark and similar marks including: “REAL FEEL,” “DURA-PRO REAL FEEL GOLF MATS,” “DURO-PRO REAL FEEL COUNTRY CLUB WOODTEE GOLF MATS” and “COUNTRY CLUB REAL FEEL HIGH TECH MAT.”

20. Additionally, long prior to any use by J.R. Mats, D.W. Quail Golf has used other marks in connection with its sale of golf mats including: “NO BOUNCE,” “HIT DOWN AND THROUGH,” “DIVOT ACTION,” “TAKES A REAL TEE” and the “NO BOUNCE” logo mark shown below covered by U.S. Reg. No. 4,193,084, which registration is valid and legally enforceable and owned by InternetShopsInc.Com, a copy of which is attached hereto as Exhibit A:



21. All of the marks described in the above two paragraphs 18 and 19 are hereinafter referred to as the “D.W. Quail Golf Marks.”

22. D.W. Quail Golf has extensively and continuously used and promoted in United States commerce, and throughout the entire United States, its D.W. Quail Golf Marks in connection with its golf mats, including on its various websites from which all customer orders are placed.

23. Advertising dollars spent on promoting the D.W. Quail Golf Marks is estimated to be one and a half million dollars (\$1,500,000) including with respect to extensive internet marketing and national television ads running on the Golf Channel.

24. DW Quail's use of the mark "REAL FEEL GOLF MATS" and similar marks, in particular, dates back at least as early as 2003.

25. Attached hereto as Exhibit B is a true and correct printout of labels that D.W. Quail Golf began attaching to its golf mats in 2003.

26. Attached hereto as Exhibit C is a true and correct copy of an order placed with D.W. Quail Golf on April 29, 2004 for a product sold under the mark "COUNTRY CLUB REAL FEEL HIGH TECH MAT."

27. Attached as Exhibit D is a true and correct copy of another order placed with D.W. Quail Golf on July 8, 2004 for a product sold under the mark "COUNTRY CLUB REAL FEEL HIGH TECH MAT." In addition to the order, Exhibit D contains a true and correct copy of a recent e-mail from the customer who placed the order confirming that he purchased the "Country Club Real Feel High Tech Mat" in 2004.

28. Attached as Exhibit E is a screen shot of a page from D.W. Quail Golf's website hosted at [www.break90golfrainingaids.com](http://www.break90golfrainingaids.com) taken sometime in 2004 showing use by D.W. Quail Golf of the mark "REAL FEEL GOLF MATS."

29. Attached as Exhibit F is a declaration of one of D.W. Quail Golf's customers stating under oath that he "first purchased the DuraPro Reel Feel Golf Mats from the Quails as far back as early 2003" and that "the Quails have consistently used the description since early 2003."

30. D.W. Quail Golf has extensively advertised and promoted all of the D.W. Quail Golf Marks and the D.W. Quail Golf Marks are inherently distinctive and/or have acquired secondary meaning by becoming uniquely associated in the minds of consumers as identifying D.W. Quail Golf's products and D.W. Quail Golf as the source of golf mats and related products offered and sold under and in connection with the D.W. Quail Golf Marks.

31. As a result of its long and extensive use, D.W. Quail Golf is the owner of, and has acquired significant goodwill and public recognition, in and to all of the D.W. Quail Golf Marks for golf mats and related products.

#### **J.R. Mats' Infringement and Unfair Competition**

32. All of the proceeding paragraphs are incorporated herein by reference the same as set forth at length.

33. J.R. Mats is a U.S. competitor of D.W. Quail Golf in the online retail golf mats business who, on information and belief, is intent on damaging D.W. Quail Golf by any means possible, including by the unlawful acts set forth below.

34. Long after D.W. Quail Golf began using the D.W. Quail Golf Marks, and particularly the mark "REAL FEEL GOLF MATS," J.R. Mats adopted and began using the identical mark "REAL FEEL GOLF MATS" and similar marks in connection with its golf mats.

35. Further, long after D.W. Quail Golf began using other marks such as "NO BOUNCE," "HIT DOWN AND THROUGH," "DIVOT ACTION" and "TAKES A REAL TEE," J.R. Mats adopted and began using identical and similar marks including

“NO BOUNCE,” “SWING DOWN AND THROUGH,” “TRUE DIVOT ACTION” and “TAKES A REAL TEE.”

36. On information and belief such adoption and use by J.R. Mats of the marks “REAL FEEL GOLF MATS,” “NO BOUNCE,” “SWING DOWN AND THROUGH,” “TRUE DIVOT ACTION,” “TAKES A REAL TEE” and similar marks and designations (hereinafter referred to as the “J.R. Mats Infringing Marks”) was intentional and with full knowledge of D.W. Quail Golf’s prior rights in the D.W. Quail Golf Marks.

37. On information and belief, J.R. Mats did not begin using any of the J.R. Mats Infringing Marks until 2008 which is literally years after D.W. Quail Golf started using all of its identical or confusingly similar D.W. Quail Golf Marks.

38. Attached as Exhibit G is a printout from the WayBackMachine (an internet resource for viewing archived websites) from September 26, 2008 showing J.R. Mats’ website hosted at [www.realfeelgolfmats.com](http://www.realfeelgolfmats.com) which website does not show any use of the mark “REAL FEEL GOLF MATS” or any similar mark.

39. Attached as Exhibit H is a printout from the United States Patent and Trademark Office Electronic Search System regarding J.R. Mats federal trademark applications for “NO BOUNCE,” “SWING DOWN AND THROUGH,” “TRUE DIVOT ACTION” and “TAKES A REAL TEE,” all of which attest to a date of first use in 2008.

40. At some point long after D.W. Quail Golf adopted, used and had acquired rights in the D.W. Quail Golf Marks, J.R. Mats began using in commerce, including on its website and in various other advertising, and is currently using, the J.R. Mats

Infringing Marks, and the infringing domain name [realfeelgolfmats.com](http://realfeelgolfmats.com), which are identical and/or confusingly similar to the D.W. Quail Golf Marks.

41. On information and belief, the acts complained of are part of an intentional scheme hatched and directed by J.R. Mats' owner Jay McGrath to cause consumer confusion, trade off of and even usurp D.W. Quail Golf's goodwill and more established reputation and otherwise pass his company off as D.W. Quail Golf and pass his products off as genuine D.W. Quail Golf products.

42. Egregiously and fraudulently, despite knowledge of D.W. Quail Golf's exclusive ownership of its marks, J.R. Mats has recently gone so far as to file federal trademark applications for the marks "REAL FEEL GOLF MATS," (U.S. Appl. No. 85/788,689 filed November 27, 2012), "NO BOUNCE" (U.S. Appl. No. 86/183,403 filed February 4, 2014), "SWING DOWN AND THROUGH" (U.S. Appl. No. 86/183,394 filed February 4, 2014), "TRUE DIVOT ACTION" (U.S. Appl. No. 86/183,399 filed February 4, 2014) and "TAKES A REAL TEE" (U.S. Appl. No. 86/183,397 filed February 4, 2014).

43. In particular, the declarations made by Jay McGrath that were submitted as part of each of the above-mentioned trademark applications declare, *inter alia*, that J.R. Mats is the exclusive owner of the applied-for marks, which declarations are intentional and material false statements made to, and relied on by, the United States Patent and Trademark Office and constitute fraud on the U.S.P.T.O.

44. On information and belief, the acts of J.R. Mats have caused, and are likely to continue to cause, consumer confusion as customers and potential customers encountering the J.R. Mats Infringing Marks, and the infringing domain name

realfeelgolfmats.com, are likely to believe that J.R. Mats' golf mats and other products originate from, or are offered in affiliation with, or sponsored by, or under license from or rendered with the approval of D.W Quail Golf.

45. By the acts and activities complained of herein, J.R. Mats has passed off, and is passing off, its goods as sold by or associated with or connected with or sponsored by or under license from or with the approval of D.W. Quail Golf.

### **J.R. Mats' False Advertising and Commercial Disparagement**

46. All of the proceeding paragraphs are incorporated herein by reference the same as set forth at length.

47. To the great detriment of D.W Quail Golf, J.R. Mats has utilized in commerce and in connection with the advertising and promotion of its products, including its golf mats, false or misleading descriptions and representations of fact, in direct and aggressive competition with D.W. Quail Golf.

48. J.R. Mats has been falsely stating in commercial advertising or promotion, including but not limited to on its website and videos posted on the internet promoting its products, that J.R. Mats' golf mats are the only mat that holds a real tee and/or "The First Mat That Takes A Real Tee" and/or that J.R. Mats "invented the first golf mat that takes a real tee."

49. However, numerous commercially available golf mats take real tees, including golf mats offered and sold by D.W. Quail Golf.

50. Further, J.R. Mats was not the first to offer a mat that takes a real tee nor did it "invent the first golf mat to take a real tee." See Ulick v. PC World

Communications, Inc., 230 U.S.P.Q 713 (N.D. Ill. 1986) (*holding that a defendant's claim that it was first in the field constitutes false advertising*).

51. J.R. Mats has been falsely representing in commercial advertising or promotion, including but not limited to on its website and videos posted on the internet promoting its products, that J.R. Mats designed and manufactures its golf mats including the turf or fiber system that is the main component of the mat.

52. However, on information and belief, JR Mats has not designed or manufactured any golf mats and is merely a reseller. In fact, on information and belief, J.R. Mats purchases its mats including the turf/fiber systems which it claims it designed and manufactures from the same manufacturer as D.W. Quail Golf.

53. J.R. Mats has been falsely representing in commercial advertising or promotion, including but not limited to on its website and on videos posted on the internet promoting its products that its mats (or the process for making them) are proprietary and patented and that J.R. Mats invented some aspect of the turf/fiber system component of its mats and “invented the first golf mat to take a real tee.”

54. However, on information and belief, there is nothing proprietary about J.R. Mats' golf mats, they are not covered by any patents and J.R. Mats did not invent the fiber system or the first mat to take a real tee. As stated above, on information and belief, J.R. Mats purchases its mats from the same manufacturer(s) as D.W. Quail Golf.

55. J.R. Mats has also engaged in false comparative advertising by placing on its website and elsewhere advertising comparing J.R. Mats' highest end and most expensive commercial golf mat to one of D.W. Quail Golf's entry level and least expensive, residential golf mats, suggesting that the mats are comparable and that D.W.

Quail Golf's mat is inferior, but failing to disclose that the mats are not comparable. A true and correct copy of the page from J.R. Mat's website showing the false comparative advertising is attached hereto as Exhibit I.

56. J.R. Mats has also sent e-mails to potential customers of D.W. Quail Golf falsely stating that DW Quail "took verbiage from our website but do not offer the same quality mat," referring the customer to the above-mentioned false comparison of J.R. Mats' products to D.W. Quail Golf's products and stating to the customer that "[y]ou will find that [D.W. Quail Golf] are almost impossible to contact."

57. On information and belief, customers or potential customers of D.W. Quail have decided not to do certain business with D.W. Quail Golf or to not deal with D.W. Quail Golf at all as a result of JR Mats' communications.

58. On information and belief, J.R. Mats is fabricating positive reviews about itself and negative and false or misleading reviews regarding D.W. Quail Golf and publishing them on its website and elsewhere on the internet.

59. Generally, J.R. Mats has made numerous advertising statements regarding D.W. Quail Golf's golf mats stating or implying that D.W. Quail Golf's mats are inferior which is false and misleading since, on information and belief, all of the golf mats at issue come from the exact same manufacturers.

#### **ALLEGATIONS COMMON TO ALL ACTS OF J.R. MATS**

60. On information and belief, Jay McGrath has directed the above acts, including but not limited to the acts of infringement, dilution, unfair competition, false advertising and commercial disparagement. In many, if not all cases, the above acts were done personally by Jay McGrath.

61. The above acts, including but not limited to the acts of infringement, dilution, unfair competition, false advertising and product disparagement have affected and been in interstate commerce.

62. The above acts were done without the permission or license of D.W. Quail Golf.

63. The above acts are outrageous and have been done willfully, wantonly and deliberately in conscious disregard for D.W. Quail Golf's rights.

64. D.W. Quail Golf has suffered damage from the above acts.

65. J.R. Mats activities as described herein are causing D.W. Quail Golf immediate and irreparable harm and will continue to damage D.W. Quail Golf unless enjoined by this Court.

66. Plaintiff has no adequate remedy at law.

**FIRST CAUSE OF ACTION FOR A DECLARATORY JUDGMENT THAT D.W. QUAIL GOLF OWNS THE D.W. QUAIL GOLF MARKS AND THAT J.R. MATS' TRADEMARK APPLICATIONS FOR THE INFRINGING MARKS ARE INVALID.**

67. All of the proceeding paragraphs are incorporated herein by reference the same as if set forth at length.

68. This is an action for declaratory judgment under the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202 and an actual case and controversy exists between the parties that may be adjudicated by this Court consistent with U.S. CONST. art. III, § 2, cl.1.

69. D.W. Quail Golf contends that it is the owner of all right, title and interest in and to the D.W. Quail Golf Marks, including but not limited to: “REAL FEEL GOLF MATS,” “NO BOUNCE,” “HIT DOWN AND THROUGH” and “DIVOT ACTION.”

70. J.R. Mats’ use of the J.R. Mats Infringing Marks, including but not limited to: “REAL FEEL GOLF MATS,” “NO BOUNCE,” “SWING DOWN AND THROUGH” and “TRUE DIVOT ACTION,” and also the infringing domain name [realfeelgolfmats.com](http://realfeelgolfmats.com), began after D.W. Quail Golf had begun using its D.W. Quail Golf Marks and had acquired exclusive rights in said marks.

71. D.W. Quail Golf seeks a declaration from this Court that it was first to use the D.W. Quail Golf Marks in interstate commerce and has been using the D.W. Quail Golf Marks in interstate commerce in the United States for a longer period of time than J.R. Mats has been using the confusingly similar J.R. Mats Infringing Marks and domain name.

72. Accordingly, based on such priority, D.W. Quail Golf seeks a declaration that it is the exclusive owner of the D.W. Quail Golf Marks in the United States.

73. Further, D.W. Quail Golf seeks a declaration that, based on priority and the fraud committed on the United States Patent and Trademark Office by J.R. Mats, J.R. Mats’ U.S Trademark Applications for the marks: “REAL FEEL GOLF MATS,” (U.S. Appl. No. 85/788,689 filed November 27, 2012), “NO BOUNCE” (U.S. Appl. No. 86/183,403 filed February 4, 2014), “SWING DOWN AND THROUGH” (U.S. Appl. No. 86/183,394) filed February 4, 2014), “TRUE DIVOT ACTION” (U.S. Appl. No. 86/183,399 filed February 4, 2014) and “TAKES A REAL TEE” (U.S. Appl. No.

86/183,397 filed February 4, 2014) are invalid and shall be cancelled forthwith by the United States Patent and Trademark Office

**SECOND CAUSE OF ACTION FOR INFRINGEMENT**

74. All of the preceding paragraphs are incorporated herein by reference the same as if set forth at length.

75. J.R. Mats' conduct as described herein violates 15 U.S.C. § 1114(1), which specifically forbids:

a. use in commerce any reproduction, counterfeit, copy, or colorable imitation of a registered mark in connection with the sale, offering for sale, distribution, or advertising of any goods or services on or in connection with which such use is likely to cause confusion, or to cause mistake, or to deceive; or

b. reproduce, counterfeit, copy, or colorably imitate a registered mark and apply such reproduction, counterfeit, copy or colorable imitation to labels, signs, prints, packages, wrappers, receptacles or advertisements intended to be used in commerce upon or in connection with the sale, offering for sale, distribution, or advertising of goods or services on or in connection with which such use is likely to cause confusion, or to cause mistake, or to deceive.

76. D.W. Quail Golf owns U.S. Reg. No. No. 4,193,084 for:



77. The registered mark is valid and subsisting.

78. J.R. Mats' unauthorized use in commerce of the J.R. Mats Infringing Marks and infringing domain name as described above in connection with its goods has caused confusion and is likely to cause confusion and mistake and to deceive the public that J.R. Mats golf mats and other products originate from, or are offered in affiliation with, or sponsored by, or under license from or rendered with the approval of D.W Quail.

79. Upon information and belief, J.R. Mats' adoption and use of the J.R. Mats Infringing Marks and infringing domain name was and is willful and wanton and was intended to cause confusion, or to cause mistake, or to deceive and represents a deliberate attempt by J.R. Mats to trade unlawfully upon the goodwill associated with the D.W. Quail Golf Marks.

80. On information and belief, actual confusion of customers and others has resulted from J.R. Mats' actions.

81. D.W. Quail Golf has suffered damage from these acts including but not limited to lost sales and profits and substantial damage to the D.W. Quail Golf Marks.

82. The aforesaid conduct of J.R. Mats is causing immediate and irreparable damage to D.W. Quail Golf and will continue to damage Plaintiffs and deceive the public unless enjoined by this Court.

83. Plaintiffs have no adequate remedy of law.

**THIRD CAUSE OF ACTION FOR FEDERAL UNFAIR COMPETITION**  
**(LANHAM ACT)**

84. All of the preceding paragraphs are incorporated herein by reference the same as if set forth at length.

85. J.R. Mats' conduct as described herein violates 15 U.S.C. § 1125(a)(1)(A), which specifically forbids:

in connection with any goods or services, or any container for goods, uses in commerce any word, term, name, symbol, or device, or any combination thereof, or any false designation of origin, false or misleading description of fact, or false or misleading representation of fact, which

(A) is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association of such person with another person, or as to the origin, sponsorship, or approval of his or her goods, services, or commercial activities by another person....

86. J.R. Mats' conduct as alleged above, including its use in commerce of the J.R. Mats Infringing Marks for golf mat products and an infringing domain name, is an infringement of the D.W. Quail Golf Marks under the trademark laws of the United States, Lanham Act §43(a), 15 U.S.C. § 1125(a)(1)(A).

87. J.R. Mats' conduct is resulting in actual and a likelihood of confusion and resulting in J.R. Mats passing itself and its products off as emanating from, associated with, affiliated with or sponsored or endorsed by D.W. Quail Golf.

88. J.R. Mats' actions of unfair competition have been done willfully and deliberately and were intended to cause confusion, or to cause mistake, or to deceive.

89. Actual confusion of D.W. Quail Golf customers and others has resulted from J.R. Mats' actions.

90. D.W. Quail Golf has suffered damage including but not limited to lost sales from these acts and substantial damage to the D.W. Quail Golf Marks.

91. The aforesaid conduct of J.R. Mats is causing immediate and irreparable damage to D.W. Quail Golf, including but not limited to D.W. Quail Golf's image, good will, relationships with potential and actual customers and business relationships, and will continue to damage both D.W. Quail Golf and deceive the public unless enjoined by this Court.

92. D.W. Quail Golf has no adequate remedy of law.

**FOURTH CAUSE OF ACTION FOR FALSE ADVERTISING (LANHAM ACT)**

93. All of the preceding paragraphs are incorporated herein by reference the same as if set forth at length.

94. J.R. Mats' conduct as described herein violates 15 U.S.C. § 1125(a)(1)(B), which specifically forbids:

(a)(1) in connection with any goods or services, or any container for goods, uses in commerce any word, term, name, symbol, or device, or any combination thereof, or any false designation of origin, false or misleading description of fact, or false or misleading representation of fact, which

(B) in commercial advertising or promotion, misrepresents the nature, characteristics, qualities, or geographic origin of his or her or another person's goods, services, or commercial activities...

95. J.R. Mats has used in connection with its goods and services in interstate commerce false or misleading descriptions and/or representations of fact that in commercial advertising and promotion misrepresent the nature, characteristics and qualities of its and D.W. Quail Golf's goods.

96. J.R. Mats' statements on its website and other advertising stating or implying that 1) J.R. Mats' golf mats are the only mat that holds a real tee and/or "The First Mat That Takes A Real Tee" and/or that J.R. Mats "invented the first golf mat that takes a real tee;" 2) that J.R. Mats has designed and manufactures its golf mats and/or turf/fiber systems; 3) that its mats and/or turf/fiber systems are proprietary and patented; 4) that D.W. Quail Golf's mats are inferior including basing inferiority claims on misleading comparative advertising involving comparing D.W. Quail Golf's entry level, residential mat to its own high end, commercial mat are false and misleading.

97. Further, J.R. Mats' statements to customers and potential customers that D.W. Quail Golf "took verbiage from our website but do not offer the same quality mat," referring the customer to the above-mentioned false comparison of J.R. Mats' products to D.W. Quail Golf's products and stating to the customer that "[y]ou will find that [D.W. Quail Golf] are almost impossible to contact" and other statements presently unknown are false and misleading.

98. On information and belief, J.R. Mats' misleading and false statements have actually deceived, misled and confused and/or have had the tendency to deceive, mislead and confuse a substantial portion of the intended audience and have been material in that they have influenced purchasing decisions including but not limited to purchasing decisions regarding J.R. Mats' products while adversely influencing purchasing decisions regarding D.W. Quail Golf's products.

99. D.W. Quail Golf has likely been commercially injured and damaged and/or has been commercially injured and damaged as a result of J.R. Mats' false or misleading statements in terms of loss of sales, profits and business opportunities and damage to its commercial reputation.

100. The aforesaid conduct of J.R. Mats is causing immediate and irreparable damage to D.W. Quail Golf, including but not limited to D.W. Quail Golf's image, good will, relationships with potential and actual customers and business relationships, and will continue to damage D.W. Quail Golf unless enjoined by this Court.

101. Plaintiff has no adequate remedy of law.

**FIFTH CAUSE OF ACTION FOR FEDERAL DILUTION**

102. All of the preceding paragraphs are incorporated herein by reference the

same as if set forth at length.

103. J.R. Mats' conduct as set forth above violates Section 43(c) of the Lanham Act, 15 U.S.C. §1125(c) in that it is likely to dilute and is diluting the D.W. Quail Golf Marks.

104. The D.W. Quail Golf Marks are famous and distinctive within the meaning of Section 43(c) of the Lanham Act, 15 U.S.C. §1125(c) and D.W. Quail Golf has built up valuable goodwill in the marks. These marks have enjoyed such distinction and fame since long before J.R. Mats began unauthorized use of the D.W. Quail Golf Marks.

105. J.R. Mats' use in commerce of the J.R. Mats Infringing Marks, and especially the mark REAL FEAL GOLF MATS, which are confusingly similar to the D.W. Quail Golf Marks, is likely to dilute, is diluting and/or is likely to tarnish or is tarnishing the distinctiveness of the D.W. Quail Golf Marks and causing harm, tarnishment and injury to D.W. Quail Golf's reputation and the reputation associated with the famous D.W. Quail Golf Marks.

106. On information and belief, J.R. Mats' adoption and use of the J.R. Mats Infringing Marks commenced in commerce after the date of the enactment of the Trademark Dilution Revision Act of 2006 and J.R. Mats intended to harm D.W. Quail Golf by and through their acts of dilution and tarnishment.

107. D.W. Quail Golf has suffered damage from these acts.

108. The aforesaid conduct of J.R. Mats is causing immediate and irreparable damage to D.W. Quail Golf, including but not limited to the D.W. Quail Golf Marks, its image, good will, relationships with potential and actual customers and business

relationships, and will continue to cause damage unless enjoined by this Court.

109. D.W. Quail Golf has no adequate remedy of law.

**SIXTH CAUSE OF ACTION FOR DILUTION UNDER 54 PA.C.S. §1124**

110. All of the preceding paragraphs are incorporated herein by reference the same as if set forth at length.

111. By virtue of J.R. Mats' acts herein above pleaded, J.R. Mats has violated 54 Pa.C.S. §1124.

112. J.R. Mats' conduct was intentional and willful.

113. D.W. Quail Golf has suffered damage.

114. D.W. Quail Golf has suffered and will continue to suffer irreparable harm as a result of such violations of law for which there is no adequate remedy at law.

**SEVENTH CAUSE OF ACTION FOR COMMERCIAL DISPARAGEMENT**

115. All of the preceding paragraphs are incorporated herein by reference the same as if set forth at length.

116. J.R. Mats' false advertising and communications to D.W. Quail Golf's customers and potential customers as described above constitutes the publication of false statements concerning D.W. Quail Golf's business and products.

117. J.R. Mats intended for the publication of its adverting materials and other communications to D.W. Quail Golf's customers and potential customers to cause pecuniary loss or reasonably should have recognized that the publication would result in pecuniary loss to D.W. Quail Golf including but not only from lost sales to its customers and potential customers.

118. At the time of publication J.R. Mats knew that the statements made about D.W. Quail Golf and its products were false or acted in reckless disregard of the truth or falsity of such statements.

119. The publication by J.R. Mats of false statements about D.W. Quail Golf and its products was done with malice and with the intent to injure D.W. Quail Golf.

120. Pecuniary loss to D.W. Quail Golf resulted from J.R. Mats publication of false statements about D.W. Quail Golf and its products.

**EIGHTH CAUSE OF ACTION FOR COMMON LAW UNFAIR COMPETITION**

121. All of the preceding paragraphs are incorporated herein by reference the same as if set forth at length.

122. This Court has jurisdiction for this claim of unfair competition under 28 U.S.C. § 1338.

123. By virtue of J.R. Mats' acts herein above pleaded, J.R. Mats has engaged in unfair competition with D.W. Quail Golf.

124. J.R. Mats' conduct was intentional and willful.

125. D.W. Quail Golf has suffered damage.

126. D.W. Quail Golf has suffered and will continue to suffer irreparable harm as a result of such violations of law for which there is no adequate remedy at law.

**NINTH CAUSE OF ACTION FOR TRADEMARK INFRINGEMENT, UNFAIR COMPETITION AND UNFAIR TRADE PRACTICES UNDER 73 P.S. §201-1 ET SEQ.**

127. All of the preceding paragraphs are incorporated herein by reference the same as if set forth at length.

128. By virtue of J.R. Mats' acts herein above pleaded, J.R. Mats have violated

73 P.S. §201-1 et seq.

129. J.R. Mats' conduct was intentional and willful.

130. D.W. Quail Golf has suffered damage.

131. D.W. Quail Golf has suffered and will continue to suffer irreparable harm as a result of such violations of law for which there is no adequate remedy at law.

**TENTH CAUSE OF ACTION FOR UNJUST ENRICHMENT**

132. All of the preceding paragraphs are incorporated herein by reference the same as if set forth at length.

133. By virtue of the conduct described above, J.R. Mats has benefited at D.W. Quail Golf's expense, and have or will become unjustly enriched.

134. D.W. Quail Golf will suffer an injustice if J.R. Mats is allowed to retain the substantial benefits received without providing restitution to D.W. Quail Golf.

**PRAYER FOR RELIEF**

WHEREFORE, Counterclaim Plaintiff/ Third Party Plaintiff, INTERNETSHOPSINC.COM d/b/a/ D.W. Quail Golf, respectfully requests judgment against Counterclaim Defendant J.R. Mats, Inc. and Third Party Defendant Jay McGrath, jointly as severally, as follows:

A. Preliminarily during the pendency of this case, and thereafter permanently, enjoining J.R. Mats, its agents, servants, directors, principals, officers, employees, successors, assigns, and all those acting under its control or the control of its subsidiaries, affiliates, or divisions and/or on behalf and/or in concert, from:

1. directly or indirectly infringing the D.W. Quail Golf Marks, including the marks: “REAL FEEL GOLF MATS,” “NO BOUNCE,” “HIT DOWN AND THROUGH,” “DIVOT ACTION,” “TAKES A REAL TEE” and any confusingly similar variations;

2. from passing off any goods sold or offered for sale by J.R. Mats as emanating or originating from or being associated or affiliated in any way with D.W. Quail Golf;

3. directly or indirectly engaging in any acts or activities calculated to trade upon, disparage or otherwise damage the D.W. Quail Golf Marks, and/or the reputation or goodwill of D.W. Quail Golf, or in any manner to compete with D.W. Quail Golf unfairly;

4. using in the sale, offering for sale, promotion, advertising, marketing and/or distribution of its goods or services the marks “REAL FEEL GOLF MATS,” “NO BOUNCE,” “SWING DOWN AND THROUGH,” “TRUE DIVOT ACTION,” “TAKES A REAL TEE” or any mark which is a variant of, substantially similar to, or is confusingly similar to, the D.W. Quail Golf Marks including any of the J.R. Mats Infringing Marks;

5. making false or misleading statements stating or implying that J.R. Mats’ golf mats are the only golf mat that holds a real tee or that J.R. Mats golf mats are the first golf mat to take a real tee or that J.R. Mats invented the first golf mat to take a real tee; that J.R. Mats has invented, designed, manufactured or patented any aspect of its golf mat product and/or the turf/fiber system or that any aspect of its golf mat is proprietary; that D.W. Quail Golf’s golf mat products are inferior to those sold by J.R. Mats or that

J.R. Mats' golf mats are superior, including by means of false or misleading comparative advertising or by publishing fabricated reviews; or that otherwise unlawfully disparage D.W. Quail Golf's business or commercial activities;

6. otherwise competing unfairly with D.W. Quail Golf.

B. A Declaration and Judgment that D.W. Quail Golf owns all right, title and interest, including the exclusive rights, to the D.W. Quail Golf Marks and, as between D.W. Quail Golf and J.R. Mats, that D.W. Quail Golf was first to use the marks "REAL FEEL GOLF MATS," "NO BOUNCE," "HIT DOWN AND THROUGH," "DIVOT ACTION" and "TAKES A REAL TEE" and that the J.R. Mats Infringing Marks are infringing.

C. That J.R. Mats be required to cease all use of the domain name realfeelgolfmats.com, and any other domain name containing any of the D.W Quail Marks or any confusingly similar marks, and that such domains names be transferred to D.W. Quail Golf.

D. That J.R. Mats take all necessary and appropriate action to remove the D.W. Quail Golf Marks, and confusingly similar marks and variants, including the J.R. Mats Infringing Marks, from its packaging, promotional materials and advertisements in any media, and its products, including but not limited to, from its internet marketing, and deliver up to D.W. Quail Golf for destruction any such tangible infringing items. Further, that J.R. Mats acquire "negative key words" from the Google Ad Words Program for all of the D.W. Quail Golf Marks, including but not limited a "negative key word" for the search term "Real Feel Golf Mats."

E. That J.R. Mats take all necessary and appropriate action to remove any false or misleading statements or representations concerning its products or concerning D.W. Quail Golf's products, from its packaging, promotional materials and advertisements in any media, including but not limited to, from its internet marketing, and deliver up to D.W. Quail Golf for destruction any tangible items bearing such false or misleading statements.

F. That J.R. Mats be required to notify all of its customers and the golf industry generally that it is not the only mat that hold a wood tee, nor does it offer the first golf mat to hold a real tee nor did it invent the first golf mat to hold a real tee; that it has not invented, designed or manufactured any of its golf mats and there is nothing proprietary or patented about its golf mats; that D.W. Quail Golf's golf mats are not inferior and that it has engaged in false comparative advertising and that it has fabricated internet reviews about itself and its competitors and otherwise falsely communicated to the public regarding D.W. Quail Golf, its products and commercial activities. That J.R. Mats shall further be required to offer its customers the opportunity to return any mat purchased under the mark REAL FEEL GOLF MATS, or purchased while any of J.R. Mats' false and misleading statements and representations were being made, for a full and complete refund.

G. Directing J.R. Mats and their attorneys to file with this Court and serve upon D.W. Quail Golf's counsel within ten (10) days of entry of judgment a report in writing under oath setting forth in detail the manner and form in which J.R. Mats has complied with the requirements of the Court's judgment.

H. For a Declaration and Judgment that the marks “REAL FEEL GOLF MATS,” (U.S. Appl. No. 85/788,689 filed November 27, 2012), “NO BOUNCE” (U.S. Appl. No. 86/183,403 filed February 4, 2014), “SWING DOWN AND THROUGH” (U.S. Appl. No. 86/183,394 filed February 4, 2014), “TRUE DIVOT ACTION” (U.S. Appl. No. 86/183,399 filed February 4, 2014) and “TAKES A REAL TEE” (U.S. Appl. No. 86/183,397 filed February 4, 2014) were applied for fraudulently and lack priority over the confusingly similar D.W. Quail Golf Marks and therefore are invalid. Further, that an Order be entered directing the United States Patent and Trademark Office to cancel all of the above-referenced applications.

I. Ordering that J.R. Mats and Jay McGrath, jointly and severally, be required to pay D.W. Quail Golf such damages as D.W. Quail Golf has sustained as a result of J.R. Mats’ unlawful conduct and account for and pay to D.W. Quail Golf all gains, profits and advantages derived by J.R. Mats from such unlawful activity.

J. Ordering that J.R. Mats and Jay McGrath, jointly and severally, be required to pay D.W. Quail Golf an amount appropriate to cover the cost of corrective advertising to correct the damage to D.W. Quail Golf’s goodwill by reason of J.R. Mats’ unlawful conduct.

K. Pursuant to 15 U.S.C. § 1117, that the Court enter judgment for three times the amount of damages, profits and costs and that the Court award reasonable attorney's fees in favor of D.W. Quail Golf and against J.R. Mats and Jay McGrath, jointly and severally.

L. That J.R. Mats and Jay McGrath, jointly and severally, be required to pay D.W. Quail Golf punitive damages for the outrageous and malicious, wanton, reckless, willful and intentional unlawful conduct.

M. That J.R. Mats and Jay McGrath, jointly and severally, be required to pay Plaintiff's cost of this action and reasonable attorneys' fees.

N. That D.W. Quail Golf be granted such other further relief as may be deemed just by this Honorable Court.

Respectfully submitted,

/Michael C. Petock  
MICHAEL C. PETOCK, ESQUIRE  
Attorney ID No. 93,692  
PETOCK & PETOCK, LLC  
46 The Commons at Valley Forge  
1220 Valley Forge Road  
P.O. Box 856  
Valley Forge, PA 19482-0856  
Telephone No. (610) 935-8600  
Fax No. (610) 933-9300  
mp@iplaw-petock.com

Counsel for Defendant/Counterclaim  
Plaintiff/ Third Party Plaintiff  
INTERNESHOPSINC.COM  
d/b/a D.W. Quail Golf

4475 18

1987

**EXHIBIT A**

# United States of America

United States Patent and Trademark Office



**Reg. No. 4,193,084**

**Registered Aug. 21, 2012**

**Int. Cl.: 28**

**TRADEMARK**

**PRINCIPAL REGISTER**

INTERNET SHOPS INC COM (GEORGIA CORPORATION)  
103 ASHTON FARMS DRIVE  
CANTON, GA 30115

FOR: GOLF HITTING MATS, IN CLASS 28 (U.S. CLS. 22, 23, 38 AND 50).

FIRST USE 11-0-2004; IN COMMERCE 11-0-2004

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "GOLF MATS; NO BOUNCE" AND "HIT DOWN AND THROUGH", APART FROM THE MARK AS SHOWN.

THE MARK CONSISTS OF THE STYLIZED WORDS "DURA-PRO GOLF MATS NO BOUNCE "THE NO BOUNCE HIT DOWN & THROUGH GOLF MATS"". AN IMAGE OF A CIRCLE WITH A LINE GOING THROUGH IT IN THE BACKGROUND OF THE WORDS "NO BOUNCE"

SER. NO. 85-360,406, FILED 6-30-2011

CHRIS WELLS, EXAMINING ATTORNEY

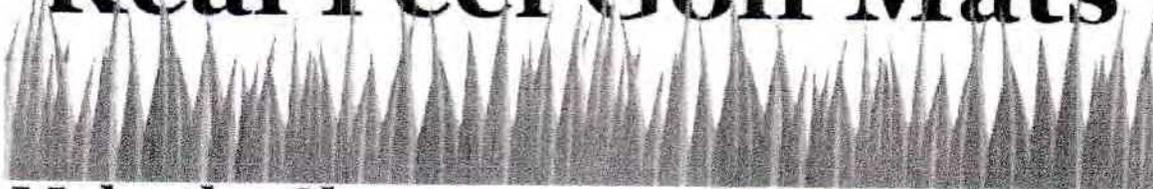


*David J. Kappas*

Director of the United States Patent and Trademark Office

**EXHIBIT B**

---

**Dura-Pro**  
**Real Feel Golf Mats™**  
  
**Make the Change at Your Driving Range™**

Copyright Internet Shops Inc 2003

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**Dura-Pro**  
**Real Feel Golf Mats™**  
  
**Make the Change at Your Driving Range™**

Copyright Internet Shops Inc 2003

01

8-11-14

**EXHIBIT C**

At 11:25 AM 4/29/2004, you

wrote:

Break90GolfTrainingAids.com ORDER

Orderid: 258682  
OrderDate: 4/29/2004  
11:23:45

AM

[REDACTED]

62

[REDACTED]

[REDACTED]

Daytime Phone: [REDACTED]

Evening

Phone: [REDACTED]

Email:

Email:

SPECIAL INSTRUCTIONS

Gift:

True

Target Date: 05/07/04

Delivery

Instructions: ship

asap

ITEM 1

Quantity: 1

Product #:

D-IMPDEC

Product Name:

Impact Decals

(Adult)

Product SubTotal:

\$9.75

ITEM 2

Quantity:

1

Product #:

WT-DRVR-RH  
Product Name: Whippy TempoMaster Driver

RH  
Product SubTotal:  
\$119.00

=====

ITEM 3  
Quantity: 1  
Product #:  
WT-SIRN-RH  
Product Name:  
Whippy TempoMaster  
5 Iron RH  
Product SubTotal:

\$99.00

=====

ITEM  
4  
Quantity: 1  
Product #:  
HTMAT  
Product Name: Country Club Real Feel High Tech Mat 1' x 2'

Product SubTotal:

\$39.95

=====

ITEM  
5  
Quantity: 1  
Product #:  
TEE-FRICT  
Product Name: Friction  
Tees (Set  
of 6)  
Product SubTotal:

\$11.95

=====

**ORDER TOTAL**

Product  
Total:  
\$279.65

Tax:  
\$0.00  
Shipping:

\$10.50  
Total:

\$290.15

**EXHIBIT D**

CUSTOMER  
2004

X-CAA-SPAM: F00000  
X-Authority-Analysis: v=2.1 cv=UYFoFsiN c=1 sm=1 tr=0  
a=8TrIPQjn6OSRRc+ExK07kQ==.117 a=8TrIPQjn6OSRRc+ExK07kQ==.17 a=yMhMjUbAAAA.8  
a=C\_IRinGWA AAAA.8 a=ISOMHidHvS4A:10 a=KHnk-cMIUCIA:10 a=2hAIDWunPrAA:10  
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X-Forefront-Antispam-Report: CIP:65.52.41.190;KIP:(null);UIP:(null);IPV:NLI;H:email.kraft.com;RD:none;EFVD:NLI  
X-SpamScore: -8  
X-BigFish: VPS-8  
(zzbb2d198a198d)9371198b1efbMc85fh7f52hd6e9zz1f42h1ee6h1de0h1tdah1202h1e76h1d1ah1d2ah1fc6hzz17326ah18c673h8275b8275dzh2fh2a8h668h839h8e2h8e3hd25hf0  
From: [redacted]  
To: <quaid@comcast.net>  
Subject: RE: Golf Mat You Father Had- 262675 - Garner Timothy  
Thread-Topic: Golf Mat You Father Had- 262675 - Garner Timothy  
Thread-Index: AQHOT+8VO/CbTt4R0up7LuGVV5hZKEUjw  
Date: Tue, 14 May 2013 11:59:03 +0000  
Accept-Language: en-US  
X-MS-Has-Attach:  
X-MS-TNEF-Correlator:  
x-originating-ip: [146.236.132.125]  
X-OriginatorOrg: midz.com

CUSTOMER  
ORDER

I bought the mat for my father Harry back in 2004 and it is still being used today. This mat is great for the golfer who can't always get to course to practice.

From: David Quail [mailto:quaid@comcast.net]  
Sent: Monday, May 13, 2013 11:32 AM  
To: Garner, Tim S  
Subject: Golf Mat You Father Had- 262675 - Garner Timothy

Hello you brought this mat from us back in 2004 a Country Club Real Feel High Tech Mat 1' x 2' were looking for reviews for the golf channel, did you like the mat? from what you can remember? Here is a link to view the item you purchased, if you could take a moment please click here to view the item. <http://www.break90golftainingaids.com/highTechMat.htm> It is the mat listed on the order below. Any comments would be most helpful, Thanks Timothy, for your time.

At 09:12 AM 7/8/2004, you wrote:

Break90GolfTrainingAids.com ORDER  
Orderid: 262675  
OrderDate: 7/8/2004 10:13:05 AM

Timothy [redacted]

Harry [redacted]

Daytime Phone: [redacted]  
Evening Phone: [redacted]  
Email: [redacted]  
Email: [redacted]

SPECIAL INSTRUCTIONS  
Gift: True  
Target Date: 7/15/04  
Delivery Instructions: Deliver as close to target date as possible

ITEM 1  
Quantity: 1  
Product #: HTMAT  
Product Name: Country Club Real Feel High Tech Mat 1' x 2'  
Product SubTotal: \$39.95

ORDER TOTAL  
Product Total: \$39.95  
Tax: \$0.00  
Shipping: \$7.60  
Total: \$47.55

101

2014-07-19

**EXHIBIT E**

**Break 90 Golf Training Aids.com**

Secure Ordering

Message from webpage

The content of this site is copyright 1997-2004  
Break90GolfTrainingAids.com

OK

Can Lower Your Golf Score

...One Stop Shopping... Why Spin Next?

... stance | Grip | Mats Mats & Drivers | Training Accessories | Books / Videos

full swing training

only from Dura-Pro®

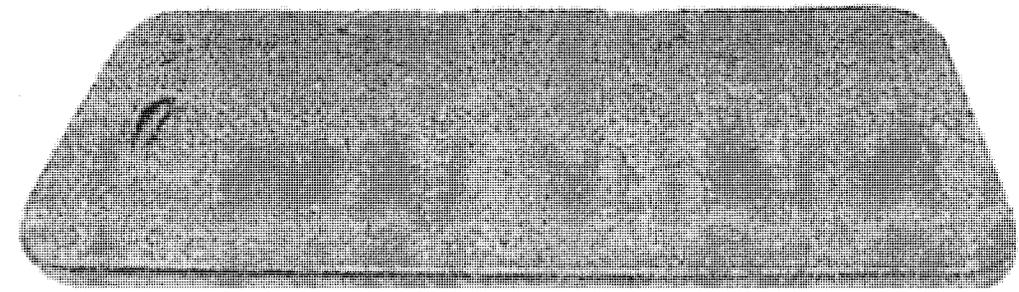
# High Tech Golf Practice Mat

1' x 2'

Country Club NO CLUB SHOCK! Real Feel Golf Mats™

Dura-Pro Plus® Mats Out Last Them All

Swing as hard as you want... as often as you want...



**EXHIBIT F**



5.

I have bought the DuraPro Real Feel Golf Mats from the Quails from early 2003 and have been using them to the present.

6.

In my opinion, the DuraPro Real Feel Golf Mats are of the highest quality and allow the user to practice with the same feel as hitting off grass. Additionally, in my opinion, the DuraPro Real Feel Golf Mats are well-made and last longer than other inferior mats on the market.

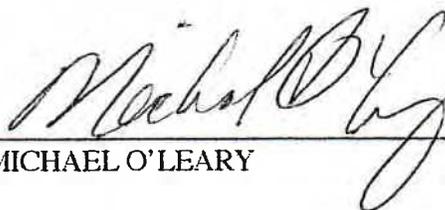
7.

I do not have a financial interest in any of the entities owned or operated by the Quails, and have not been paid or otherwise compensated for providing this affidavit.

8.

Any and all representations made herein are true and correct and based upon the personal knowledge of the affiant.

**FURTHER AFFIANY SAYETH NOT.**

  
MICHAEL O'LEARY

Sworn to and subscribed before me this  
10<sup>th</sup> day of MAY, 2013.

  
Notary Public

My Commission Expires: Aug 16, 2015



**EXHIBIT G**

INTERNET ARCHIVE <http://www.realfeelgolfmats.com/> Go **AUG** **NOV** Close  
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**"Finally, A Golf Mat that Lets You Swing 'Down-and-Through' for realistic practice and Takes a Tee. Get yourself the Premier Commercial Quality Golf Practice Mat today."**

**Improve your game by practicing on your New Country Club Elite T-Turf Golf Mat All year long - at home, in your own back, garage, shed, or basement.**



- ✓ **No Bounce**
- ✓ **Takes A Real Tee**
- ✓ **Swing Down And Through**
- ✓ **True Divot Action**

**Free Report: Sam Snead Swinging For Distance**

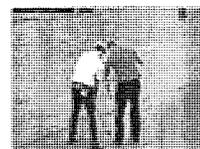
Enter your name and email below and I'll rush your free, 15-page report off immediately!

Learn how to get distance into your own drives from the game's most famous long hitter. His basic secret: timing - the co-ordination of all actions

Full Name:

Email (req'd):

Submit



Twenty-four 608 5' x 7' Golf Mats butted together to create a tee box lock. Installed on a crushed stone base. Located at Farmington Valley C.C., UK.



Maui Beach Golf Club



**"I had Given Up Hope... Until I Saw The Country Club Elite Golf Mat"**

*"Dear Mr. McGrath,*

*It was my pleasure to meet you at this years PGA show. Thank you so much for your help with our custom MEGSA Mats and also introducing me to your new Country Club Elite Mats. As you know we run multiple golf academies and have been looking for an acceptable synthetic hitting turf option for years. I had given up hope until seeing your product. It provides a true feel with true results especially on a "fat-shot". We plan on installing your product at two of our academies this year with more to come. Best wishes for your continued success.*

*Sincerely,"*

**- Mike Bender**  
Mike Bender Golf Academy, Lake Mary FL

**TOP 25**  
TEACHERS OF THE YEAR  
IN AMERICA

**TOP 100**  
TEACHERS IN AMERICA

**50**  
GREATEST TEACHERS

**Mike Bender** is a two time North Florida PGA Teacher of the Year, and is ranked by *Golf Magazine* (by his peers) as one of the Top 100 Instructors and *Golf Digest* as one of the top 10 Instructors in America.

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### Expectations"

"A little over a year ago I invested in one of your Golf Mats. The product has surpassed all my expectations and then some. Being a retired person affords me the opportunity of using the mat almost daily hitting several hundred balls at each session. The mat shows zero wear even though I have not rotated it. My sincere thanks and congratulations for giving the golfing public such a marvelous training aid. Continued success with your mats."

- **Nick Cercone**  
 Waltham Massachusetts



Seymour Park, MD



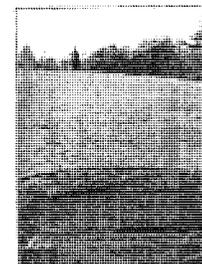
on Fox TV

### "The Best Golf Hitting Mat Surface That I've Ever Seen"

"KZG is all about quality. We pride ourselves in our award winning equipment and our discerning practice of only working with the elite of the Professional Clubfitters. So, of course we wanted the best golf mats for our fitting center where we give advanced club fitting instruction. We ordered Country Club Elite Mats and have not been disappointed. The product is quite simply the best artificial golf hitting mat that I've ever seen as evidenced by the more accurate reads we are getting from our launch monitor and the enthusiastic response from elite club fitters from all over the globe."

- **Steve Benzin**  
 Director of Education & Training Center

Founded in 1998, KZG has quickly become the #1 Custom ProLine by taking an uncompromising approach to golf equipment with over 2,000 dealers worldwide. The KZG Master Club Fitter training and certification program gives professional clubfitters the knowledge and techniques they need to be the best in the business.



30 Yds to the Pro. 1 CE Mat  
 has an 11' x 6' rubber mat and  
 625 for practice

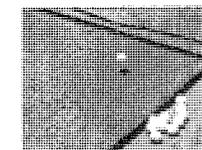


The feel on impact of the ball  
 and club is unbeatable. If  
 the course is good it feels  
 like it's a real tee. If it's  
 not it's a rubber mat and  
 you'll feel the difference...

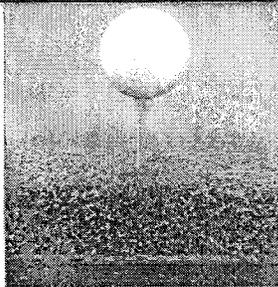
Dear Friend,

You've probably seen a lot of the garbage (literally) that the big retail golf stores are trying to pass off as golf mats. Some of these companies actually use the scrap from football fields or discontinued artificial turf products - chop them down into small mats - put them in glossy 4-color boxes - and try to pass them off as golf mats. That's why I created this web site in an effort to bring quality golf mats direct to you, so that you can buy the best golf practice mats direct from the manufacturer for your specific needs.

Most golf mats use a rubber tee of a predetermined height forcing you to adjust to it. New Country Club Elite T-turf Long Dense Fiber System accepts a *real wooden tee* allowing you to choose and vary your tee height for various clubs. Rubber tees can obstruct your club-head at the point of impact giving you a different feel than you get off of a real tee.



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It looks and feels awesome. You can not even tell that he hit off of it. I thought that you would be able to see your results, but not at all. It feels like a phob fantasy on a super computer not hard on the feet at all.

**The Long Dense Fiber System can even hold a real wooden tee!**

**"The Best Driving Range Mat That We Have Ever Used"**

*"Jay, I wanted to update my letter to you. It has been a few years now and I know we were one of the first to start using your Country Club Elite Mats at our Driving Range. We are elated with our investment in your Country Club Elite Mats for our range. I believe that it is the best mat that we ever have used and our customers love the true feel of it.*

*I knew from the start that the "feel" of your range mat was what we were looking to provide to our customers, but an added benefit has been the incredible durability. We've had our first test mat for over three years and it still looks good. I will be ordering more Country Club Elite Mats this fall to replace our old style driving range mats as soon as we can.*

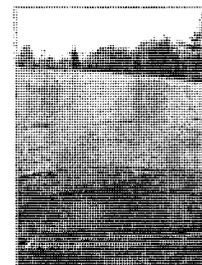
*Thanks again for a great product."*

**- Tom Milton**  
 Walther's Golf Range, Evansville, IN



...because of the depth of the artificial turf, I can practice on my deck without any problem or feeling of hurting my left elbow when I hit down on the ball, thus encouraging effective ball striking.

Edward Zeidman  
 Granbury, TX



50 Yds. to the Tee. JRMat was set on 2" of crushed rock and has no drainage.

Ruth Jay  
 Dallas, TX

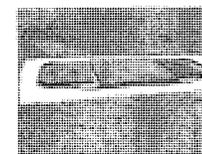
**"Encourages Effective Ball Striking"**

*"Your JRMat has been a pleasure to use. Because of the depth of the artificial turf, I can practice on my deck without any problem or feeling of hurting my left elbow. I can hit down on the ball, thus encouraging effective ball striking.*

*It has been a joy to practice and get some good exercise without a trip to the driving range.*

*Thank you for making such a great product that makes it fun to practice."*

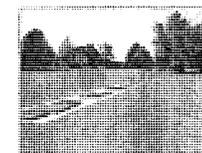
**- Edward Zeidman**  
 Granbury, TX

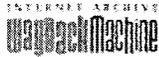


Delores Zeidman  
 Granbury, TX

**"Easier On Golfers Wrists and Elbows"**

*"Jay, I want to thank you for making these mats available. I am a foot/ankle surgeon that had developed both a sore left wrist and golfer's elbow of my right arm that was potentially leading to serious impairment. Both of these injuries were a direct result of using a very poor quality and easily available*





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elbow was almost non-existent and improving daily. Besides the obvious health benefits I find that your mat truly functions as you advertised. It performs like a fairway in feel and lets you know if you hit it fat, again without my wrist and arm taking the abuse. An added benefit is that it wears like iron. I wore out my previous mats within weeks yet your mat shows no wear.

Thanks again,"

- Dr. Kurt Concilla  
Foot & Ankle Surgeon  
Cazenovia, NY



say I am more than pleased with my mat. I was very impressed with the quality. It is so dense, you can buy your fingers in it. It holds head in different positions very well.

In addition, if you ever hit irons off of a Driving Range Mat you know that a fat shot will look better off of a typical range mat than it ever will on the fairway. This is because the club will bounce and slide across the top of most mats giving false results - especially to fat shots. This is commonly referred to as the "drop-kick"effect problem that most mats have.

My company, J.R. Mats, Inc. has been manufacturing high-end commercial golf range mats for over 14 1/2 years utilizing our patented fiber blends and tufting technology. We have displayed annually at the PGA Merchandise Show and I was proud to introduce CC Elite T-turf at this years world wide PGA Merchandise Show in Orlando, FL where CC Elite received a vote for the number one product featured in the New Product Pavilion. And CC Elite was also overwhelmingly well received at the National Golf Industry Show in Atlanta Georgia.

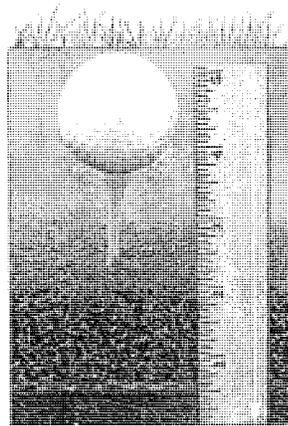
CC Elite T-Turf's Long Dense Fiber System solves the "fat shot problem" most mats have. The Long Dense Fiber System approximates the feel of a lush fairway. If you hit down on the ball properly the club passes freely "down and through" the ball. However you will feel the difference on a fat shot because if you go to deep the long fiber system will slow the club head down as if you've taken a deep divot or "chunked" a shot. Because the fibers are so long and dense they absorb and dissipate the blow for immediate and realistic feedback at the point of impact AND ELLIMINATES THE PROBLEMATIC "BOUNCE" OF MOST MATS.

NO BOUNCE!

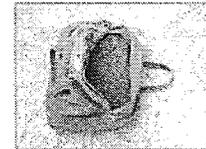
CC Elite's Long Dense Fiber System is specifically designed to absorb the blow of a golf-shot as true fairway would providing the most realistic feel that a full size golf mat can.

With a typical golf mat the club would "bounce" on the mat for an unnatural feel and false results. Country Club Elite T-turf™ is made from unique "spring-set" grass like fibers that move, absorb, and dissipate the downward blow of a golf-shot simulating the feel of taking a divot. Since the Fiber system is so long T-Turf actually lets you **hit down on the ball** so you can practice proper impact which dictates the quality of a golf shot - Better practice means better results.

Country Club Elite T-Turf™ gives you a true feel so that you know if you have struck the ball fat, thin, or just right.

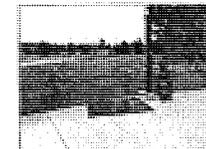


CCE Golf Mats are made to last with over 1" of Long Dense Tangled Fibers for the "Real Feel". A specially engineered urethane layer with the best cut (and longest) wear in the business is responsible for the extreme durability & lasting fibers in place even against wet/ice play. Finally, a 5/8" closed cell polyethylene foam pad is included for added dimensional stability. This is not just a piece of flimsy stuff - it is made to last.



Thanks for the great golf mat! It is as close as I've seen to acting like the real turf. I have added it to my golf teaching bag.

Mark Stennett  
Ligonier, PA



Thanks To My New Golf Mat The Divot Lowered My Score By 5 Strokes.

Click here for CCE Golf Mat Sizes and Pricing

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*PRACTICE  
IMPROVE YOUR  
SWING!*

This is a brand new and revolutionary design for a golf mat. Made in America from the finest components. The unique Long Dense Fiber System incorporates **spring-set heavy denier mono-filament grass fibers packed in so tightly that it can even hold a real wooden tee**. The Long Dense Fiber is over an inch high **bonded to 5/8" thick polyethylene foam using a specially engineered urethane stabilizing layer**. The foam is designed to for **added dimensional stability** (As opposed to just using the turf itself). The secret of Country Club Elite is the combination of these three components resulting in the best golf mat available anywhere. When CCE T-Turf is struck during a golf-shot the fibers will absorb and dissipate the blow as if taking a divot. However, if you hit a "fat" shot the fibers will duplicate the resistance you would feel "chunking" some real sod.

### "The Golf Mat is Just As Advertised - Works Great"

"Hi Jay,

*We received the mat and it is just as advertised. Works great. Thanks! We would like to order a second one now that we see that the product is as high quality as it is. Please process another order for another 5x5 mat.*

*Thank you!"*

**- Ron Lone**  
Mazama, Washington

### "Practice Better and More Productively"

"Hi Jay,

*I've been using my new mat it's AMAZING.*

*Starting last year I decided that during the winter I was going to hit golf balls into a net down in my basement for a minimum of 15 minutes per day to stay prepared for the next season. I bought a mat for \$59 thinking that this mat, which was fairly thick would serve me for several years and give me a fairly true feel of hitting the ball from the fairway. The first problem was with that much use the mat started coming apart and I had to replace it the first winter. The second problem was that I could not tell when I hit the ball fat because the mat unlike natural turf allowed the club to slide across it. Your mat allowed me to feel when I hit the ball fat because it slowed down my club much like natural turf. I can also hit down on the ball with your mat without worrying about damaging the mat. That mat is durable. I've used it for a few weeks now and cannot detect any wear. I'm practicing better and more productively.*

*Thanks,"*

**- Andre Groves**  
Troy, OH

- Improve your golf swing in your own back yard with your own Country Club Elite T-Tuft Mat.
- Finally a golf practice mat that lets you "Hit-Down on the golf ball" for a true feel and realistic practice.

*NO  
BOUNCE!*

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- CC Elite T-Turf is built to withstand the punishment of repeated use even by wedges thanks to it's 100% spring crimped heavy denier nylon fibers with added UV stabilizers and better abrasion resistance.
- Lower your score and become a more consistent player by practicing more in your own back yard, garage, shed, or basement.
- For less than a brand new driver (do you really need one?) you could have a commercial grade revolutionary CC Elite golf mat that will provide you a tool to help improve your swing.

POOR MATS HURT YOUR SWING

LIKE TAKING A DIVOT

Launcher Tee is the preferred golf tee of ESPN Golf Clubs.

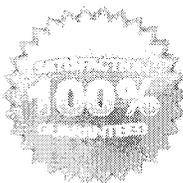
Country Club Elite T-Turf Mats are sold commercially as 5' x 5' and 5' x 10' mats. I recognize the fact that this size may be larger than necessary for home use, so I'm making some special sizes that are only available from this web site. In an effort to provide you with the best price I am not selling this mat through our retailers because they would most likely try to double the price and I believe that you and I would suffer (my sales / your possibly missing out on this great product).

Click here for CCE Golf Mat Sizes and Pricing

**NEW CONSUMER SIZES (same great product): 3' x 4', 3' x 5', 4' x 4', and 4' x 5'**

For as little as \$198.00 you can own a Country Club Elite T-Turf Golf Mat and start improving your golf game. You will recoup your investment with the money saved on range balls every time practice with your new CC Elite T-Turf golf mat (Not to mention the money you may win from your friends on the course). More importantly you will practice more since you will be able to hit balls in your own back yard (without taking divots), garage, shed, or basement. If your as busy as I am, I'm sure you don't practice your golf shots as often as you would like - now you can hit 30 balls in less than 10 minutes at lunch, after work, or on the weekend whenever you can squeeze it in. I don't have the exact number, but I know I hit a few hundred balls a week more than I ever have and it is starting to show on the course. As a matter of fact, I had my first hole-in-one this year and I'm generally hitting a lot more "golf-shots". I still need to put it all together, but I'm getting there.

**Guarantee:**



Take 1 full year to practice your golf game using my Country Club Elite T-Turf Mat - You won't wear it out or I'll send you a new one. That's right -- swing as often as you like, because of its quality construction - I guarantee that you can't wear this mat out right up to the last day of my 365-day guarantee!

**"Country Club Elite Mats Solve the 'Bounce Problem' Other Range Mats Have"**

"Hi Jay,

"I wanted to let you know that I truly believe your new Country Club Elite Golf Mat is the best artificial surface on the market. This spring we installed 24 of your mats to create a tee line for outings and grass tee relief as needed. The product still looks like new and our members love it. It really does eliminate the problems common with most mats - there is no bounce and the feel really is REAL. I was concerned about forcing members to hit off of mats since we have always had a natural grass practice range. But the response has been sooo good that some of my membership would prefer to

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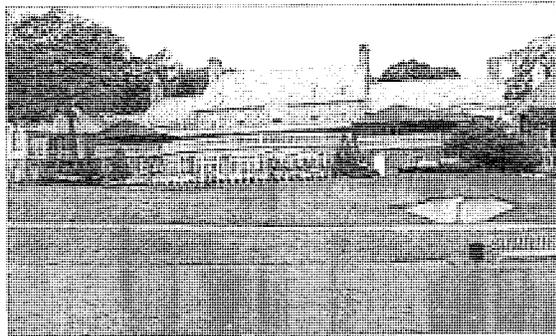
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Huntington Valley Country Club installed 24 Country Club Elite Golf Mats on mowed areas (note: with their grass mix they are QUICKEE P.O.P. LAMINATED MATS).

*Thanks again for a great product."*

**- PGA President Jack Connelly**  
Head professional at Huntington Valley CC, PA  
(PGA of America President 2001-2003)

## SPECIAL BONUS #1

An exclusive interview with David Lee that he describes as one of the best interviews he's ever done.

David Lee has been repeatedly listed by Golf Magazine as one of the top teachers in the country and featured in both Golf Digest and Golf magazine. Over the past twenty-five years, David has developed an unparalleled comprehension of swing mechanics, including the identification of two critical, yet previously unrecognized components of the swing. These new pieces of the puzzle were the motivation for developing a superior approach to teaching the game of golf!

The technical validity and ingenuity of the GRAVITY GOLF® system has earned him the personal written endorsement of Jack Nicklaus, Lee Trevino and Chi Chi Rodriguez, as well as accolades from such stars as J.C. Snead, Rocky Thompson, Hubert Green and many others.

**Here's what the Golfing World has said about David Lee and Gravity Golf®**

*"From what I have seen, I believe the teaching method you have developed could be applied with great benefit to all levels of golfers, and I am happy to give it my personal endorsement and full support."*

**- Jack Nicklaus**

*"Lee's theory of Gravity Golf... is the method Nicklaus - knowingly or not - has employed throughout his career."*

**- Brian Peterson**  
Golfweek

*"David Lee would be the only guy I trust... The only reason I played well (at the PGA) is because of him."*

**- Lee Trevino**

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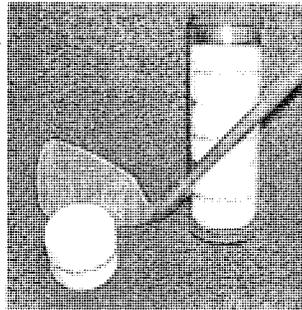
- *Chi Chi Rodriguez*

"David Lee was 100% responsible for me shooting 61 in the final round at Tampa."

- *Rocky Thompson*  
*USA Today*

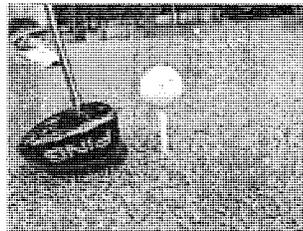
**SPECIAL BONUS #2**

I'll send you a **Free Sleeve of the best limited-flight practice balls that I have ever used.** To hit them is to love them. They feel like a real golf ball at impact but because of the design, they only fly for a short distance (about 40 yards). I couldn't even hit a full wedge to my synthetic practice green before Birdie Ball, now I can even hit my driver. The hang time is great, so you can thoroughly enjoy a good shot. They also make a really cool "turbine sound" (kids love them) as they fly. They truly make a wonderful golf training aid because the flight is so true --- you will know if you sliced it, hooked it or caught it just right.



**SPECIAL BONUS #3**

**Longer Straighter Drives Guaranteed!** I'll send you one free Launcher Tee plus the Lab Tests to back it up. New Launcher Tee is proven in independent lab tests to out perform standard wooden tees by 8 full yards (**Increased Ball Speed, Increases Launch Angle, Less Ball Spin, Increased Carry and Roll and it's virtually indestructible!**) And yes it's **USGA conforming.**

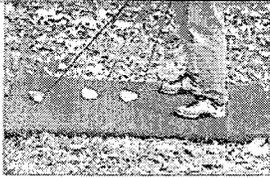


**Choose the golf mat size that's right for you**

**SIZING HINTS** - I'm 6' - 1 1/2" tall and can comfortably hit driver off of my 3' x 5' Country Club Elite Golf Mat. Most golf driving ranges use a 5' x 5' range mat. My daughter is 8-years old and 4' - 2" tall (today) - She can hit every club in her bag off of the 3' x 4'. The advantage of a square mat is that you can rotate it and hit off of all 4 sides to increase the mats' life.

**NEW CONSUMER SIZES:**

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**Buy Now** Shipping Via UPS\*

**Buy Now** 3' x 5' @ \$299 + \$30.00  
 Shipping Via UPS\*

I'm 6-1 1/2" Tall and I can fit every club in my bag off of my 3x5 CCE Golf Mat. I have been holding drivers, 5 iron, and wedges. I could fit all of my irons off a 2x4, so if your only shipping and packing a 3x4 may work for you!

**Buy Now** 4' x 4' @ \$319 + \$30.00  
 Shipping Via UPS\*



**Buy Now** 4' x 5' @ \$399 + \$35.00  
 3 Payment Option Shipping Via UPS\*

**Buy Now** 5' x 5' @ \$499 + \$40.00  
 3 Payment Option Shipping Via UPS\*

**Buy Now** 5' x 10' @ \$997 + \$100.00  
 3 Payment Option Shipping Via UPS\*

Here I am on my 3x5 CCE Golf Mat with my stance at standard driver width, and I have plenty of room.



\* Shipping rates quoted are for the continental US 48 only

**NEW Combo Systems:**

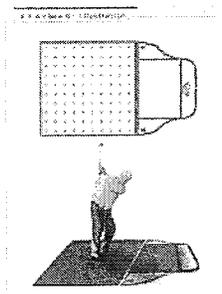
**New Deluxe Combo System**

- 4' x 4' Stance Mat & Rubber Tray
- 20" x 36" Country Club Elite Strike Mat & Rubber Tray with attached Ball

**\$699.00 + \$100.00 Shipping Via UPS\***

**Buy Now**

3 Payment Option



**Portable Twin Combo System**

- 20" x 36" Country Club Elite Mat with 20" x 36" Stance Mat

**\$157.00 + \$25.00 Shipping Via UPS\***

**Buy Now**



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**Buy Now** CCE MAT 10" x 18" @ \$29 + \$9.50 Shipping Via UPS\*

**Buy Now** 10" x 30" Hitting Strip @ \$51 + \$12.50 Shipping Via UPS\*

**Buy Now** Stance MAT 20" x 36" @ \$65 + \$15.00 Shipping Via UPS\*

**Buy Now** CCE MAT 20" x 36" @ \$99 + \$15.00 Shipping Via UPS\*



\* Shipping rates quoted are for the continental US 48 only



### "The Perfect Practice Mats For Our Training School"

"Hi Jay,

*I did a lot of research looking for the perfect mats for our indoor training center at our golf school. After narrowing my choices to a few companies, it was your testimonials that convinced me to go with your product. After using the mats for over 3 months, I too am a believer and find it necessary to provide my own testimonial. We use the mats every day regardless of weather as we perform all video analysis indoors hitting through 12' X 12' garage doors. Not only do they provide a realistic feel, they still look brand new and we haven't even rotated them yet.*

*Thanks for making such a great product and best wishes for continued success."*



**- Steve Dresser**  
Steve Dresser Golf Academy  
Golf Magazine Top 25 in America  
2004 PGA Carolinas Section Teacher of the Year

Thank you for taking the time to view our site. I am committed to bringing you quality products and if you try them I'm confident that you'll agree.

Very best regards,

Jay R. McGrath  
President

**P.S.** Remember that the new CC Elite T-Turf Golf Mat lets you hit down on the ball for a true feel and realistic practice. 3 great bonuses: My exclusive interview with David Lee, a Free Sleeve of limited-flight practice balls and Launcher Tee w/Lab Tests.

INTERNET ARCHIVE  
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### Without My Hands and Wrists Getting Sore"

*Before The Golf Learning Center got your Country Club Elite Golf Mats I couldn't practice much because my hands would get sore. Now I can hit off of the mats all day without my hands and wrists getting sore.*

*Belfair Golf Learning Center, SC*



### "In Side-By-Side Test Country Club Elite Wins Hands Down"

*"Jay,*

*In the spring of 2007 we ordered one of your Country Club Elite Mats along with one **True Strike** Golf Mat and one **Fiberbuilt** Golf Mat. My Members hit*

INTERNET ARCHIVE  
**WayBackMachine**  
 123 captures  
 11 Apr 06 - 13 Jul 14

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they can use their own tees in it.

Enclosed is the order for 20 more units of your mat system for our range.

Thanks,"

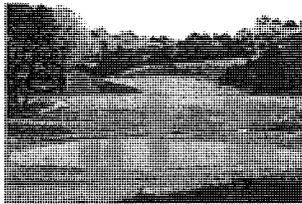
- Ken Lallier  
CGCS

**"Put to the Test Members want more Country Club Elite Mats to keep their swings grooved through the winter months"**

*"Jay, after putting your Country Club Elite Mat to the test I would like to order some more (order enclosed). We purchased one of your Country Club Elite Mats this past spring and my members have hit off of it for most of the season. The membership is very pleased with the product and insisted that I order more for the off-season so that they can take advantage of the warm spells and practice their swings. Thanks for putting out such a great product."*

- Tom Waters  
Golf Professional  
Essex County Club

**Essex County Club** in Manchester-by-the-Sea, Mass., has been selected by the United States Golf Association as the site of the 2010 Curtis Cup Match. The dates of the Match will be June 11-13. Essex County Club, the sixth member club of the USGA, originally opened in 1893. During Donald Ross' tenure as the club's head professional, from 1910 to 1913, he completely redesigned the course, finishing in 1917. Since then, the course has remained virtually unchanged.



[Click here for CCE Golf Mat Sizes and Pricing](#)

01

**EXHIBIT H**



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# Real Feel Golf Mats

**Word Mark** REAL FEEL GOLF MATS

**Goods and Services** IC 028. US 022 023 038 050. G & S: Driving practice mats. FIRST USE: 20051018. FIRST USE IN COMMERCE: 20051018

**Standard Characters Claimed**

**Mark Drawing Code** (4) STANDARD CHARACTER MARK

**Serial Number** 85788689

**Filing Date** November 27, 2012

**Current Basis** 1A

**Original Filing Basis** 1A

**Owner** (APPLICANT) J.R. Mats, Inc. CORPORATION PENNSYLVANIA 1519 Mcdaniel Drive West Chester PENNSYLVANIA 19380

**Disclaimer** NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "GOLF MATS" APART FROM THE MARK AS SHOWN

**Type of Mark** TRADEMARK

**Register** PRINCIPAL

**Live/Dead Indicator LIVE**

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# SWING DOWN AND THROUGH

**Word Mark** SWING DOWN AND THROUGH

**Goods and Services** IC 028. US 022 023 038 050. G & S: Golf driving practice mats. FIRST USE: 20080412. FIRST USE IN COMMERCE: 20080412

**Standard Characters Claimed**

**Mark Drawing Code** (4) STANDARD CHARACTER MARK

**Serial Number** 86183394

**Filing Date** February 4, 2014

**Current Basis** 1A

**Original Filing Basis** 1A

**Published for Opposition** July 1, 2014

**Owner** (APPLICANT) J.R. Mats, Inc. CORPORATION PENNSYLVANIA 1519 McDaniel Drive West Chester PENNSYLVANIA 193807037

**Attorney of Record** John P. Sullivan

**Type of Mark** TRADEMARK

**Register** PRINCIPAL-2(F)  
**Live/Dead Indicator** LIVE

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# TRUE DIVOT ACTION

<b>Word Mark</b>	TRUE DIVOT ACTION
<b>Goods and Services</b>	IC 028. US 022 023 038 050. G & S: golf driving practice mats. FIRST USE: 20080703. FIRST USE IN COMMERCE: 20080703
<b>Standard Characters Claimed</b>	
<b>Mark Drawing Code</b>	(4) STANDARD CHARACTER MARK
<b>Serial Number</b>	86183399
<b>Filing Date</b>	February 4, 2014
<b>Current Basis</b>	1A
<b>Original Filing Basis</b>	1A
<b>Published for Opposition</b>	July 1, 2014
<b>Owner</b>	(APPLICANT) J.R. Mats, Inc. CORPORATION PENNSYLVANIA 1519 McDaniel Drive West Chester PENNSYLVANIA 193807037
<b>Attorney of Record</b>	John P. Sullivan
<b>Type of Mark</b>	TRADEMARK
<b>Register</b>	PRINCIPAL-2(F)
<b>Live/Dead Indicator</b>	LIVE

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# NO BOUNCE

<b>Word Mark</b>	<b>NO BOUNCE</b>
<b>Goods and Services</b>	IC 028. US 022 023 038 050. G & S: golf driving practice mats. FIRST USE: 20080412. FIRST USE IN COMMERCE: 20080412
<b>Standard Characters Claimed</b>	
<b>Mark Drawing Code</b>	(4) STANDARD CHARACTER MARK
<b>Serial Number</b>	86183403
<b>Filing Date</b>	February 4, 2014
<b>Current Basis</b>	1A
<b>Original Filing Basis</b>	1A
<b>Published for Opposition</b>	July 1, 2014
<b>Owner</b>	(APPLICANT) J.R. Mats, Inc. CORPORATION PENNSYLVANIA 1519 McDaniel Drive West Chester PENNSYLVANIA 193807037
<b>Attorney of Record</b>	John P. Sullivan
<b>Type of Mark</b>	TRADEMARK

Register PRINCIPAL-2(F)  
Live/Dead Indicator LIVE

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**EXHIBIT I**



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## The Real Feel Golf Mat

### Archive for 'Golf Mat Reviews'

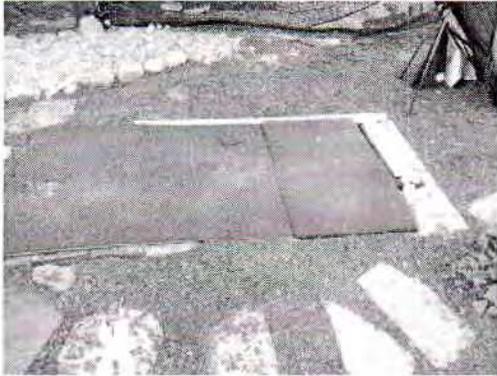
#### CC Elite Golf Mats vs The Other Guys

Posted on 19. Oct, 2012 by [Jay](#).

0

You are selling the best golf mat that I have ever hit off. I have attached a few pictures so you can see how I have my hitting station set-up. My golf swing used to produce a high shot that lacked distance because I didn't compress the ball at

impact. The problem is that most mats can't handle the wear and tear that the average golfer inflicts on them as he tries to develop a swing that compresses the ball. Your mat is very different than other mats out there, much stronger with the professional construction that allows you to swing correctly and aggressively, without hurting yourself or ripping the mat.



20" x 36" CCE Mat with the inferior mat now being used as a stance mat

I purchased a larger mat last year from D W Quail Golf which is also in the picture. That mat started tearing the first week I started using it. You can see the numerous rips and tears on that mat in the picture. I contacted the DW Quail Golf who advertise a warranty on their products, and they ignored my request. Obviously I'll never buy or recommend them to anyone.

Bottom Line: I have dropped my handicap about 5 strokes this spring by using your mat to help me develop a solid, repeatable swing that I can trust ... How much is that worth?

Greg Palmer  
East Greenwich, RI

+++++



CCE Mat Wins When Tested against 5 manufacturers

We tested mats from 5 different manufacturerwrs and consulted with our teaching professionalas well as our golfing clientele – Your Country Club Elite Mats received the most votes. I'd recommend them to anyone. – Chris Hanson, PGA

+++++

Subject: Re: **NOT happy with my D.W. Quail mat purchase**

I had a bad experience ordering a mat from D.W. Quail, and would prefer not to go through it again (product not sold as advertised)!

From: "Buck Endemann"

Subject: Re: The DWQ mat I received was not as advertised – And They didn't care I ordered a mat that DWQ advertised to be 1.5" thick and professional quality. The mat that DWQ delivered was 3/4" thick, and felt light and flimsy despite the high price tag. I emailed DWQ and asked for an explanation as to why the product was not as advertised, and also expressing surprise that such a mat could command such a price.

Rather than explain themselves, attribute the inferior product to a shipping error, or do anything else to maintain my business or restore my confidence in their product, DWQ simply conceded defeat and had UPS pick the mat back up a week later. Thanks Jay. Buck

**And then he got the Country Club Elite Mat .....**

**Hi Jay – I'm Very Impressed with your Country Club Elite Mat.**

I've had a few days to hit off your mat and am very impressed. The nice heavy rubber base does not slip and provides a good cushion, even when I'm hitting off a concrete slab. As promised, you can tell when you hit a clean shot versus when you catch it fat. The pre-drilled tee holes and plastic tee holder are another unexpected bonus. Unlike your competitors, your product shipped quickly, arrived as-advertised, and your customer service has been first-rate. Thanks for the bonus DVD, too. Keep up the great work and I look forward to doing business with your company again.

Thanks, Buck

+++++ who else uses the Country Club Elite Mat +++++

I truly believe that we make the finest Golf Mat in the industry and it's not just me saying it.

Below is a list of some of our more acclaimed users:

- 1. Mike Bender Golf Academy #4 in Golf Digest 50 Greatest teachers
- 2. Ritson-Sole Golf Schools -longest running Top 25 Golf School
- 3. Martin Hall, previous PGA Teacher of The Year
- 4. Jim McLean – Golf Academy at Miami Beach Golf Club
- 5. Annika Academy at Reunion
- 6. Shawn Clement – #1 golf teacher on youtube
- 7. Brian Manzella - Top 100 Teacher
- 8. Golf Enthusiasts from over \* countries world wide
- 9. PGA Pros Sean O'Hair, Shaun Micheel, and Jeff Costons

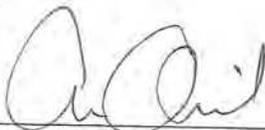
"I can't imagine a better golf mat" – Mike Bender - #4 Teacher In Golf Digest Top 50

"The Best Investment I ever made in golf" Doug Joels Father of Veronica Joels US Kids Golf Foundation 2012 "Player of the Year" in the Girls 12-14 division

VERIFICATION

Pursuant to 28 U.S.C. Section 1746, I verify under penalty of perjury that the facts in the forgoing Counterclaims and Third Party Complaint of INTERNESHOPSINC.COM d/b/a D.W. Quail Golf are true and correct to the best of my knowledge and belief.

Executed this 19<sup>th</sup> day of July, 2014.

  
\_\_\_\_\_  
Ava Quail

**CERTIFICATE OF SERVICE**

I hereby certify that on this 19<sup>th</sup> day of July, 2014, the foregoing Defendant's Answer and Affirmative Defenses to Plaintiff's Complaint and Plaintiff's Counterclaims and Third Party Complaint was filed electronically, is available for viewing and downloading from the ECF system and has been served via the Court's ECF system and U.S. mail, to the following:

John J. O'Malley, Esq.  
John P. Sullivan, Esq.  
Volpe and Koenig, P.C.  
United Plaza  
30 S. 17<sup>th</sup> Street  
Philadelphia, PA 19103  
Attorney for Plaintiff /  
Counter Claim Defendant J.R. Mats, Inc.

/s Michael C. Petock  
MICHAEL C. PETOCK, ESQUIRE  
Attorney ID No. 93,692  
PETOCK & PETOCK, LLC  
46 The Commons at Valley Forge  
1220 Valley Forge Road  
P.O. Box 856  
Valley Forge, PA 19482-0856  
Telephone No. (610) 935-8600  
mp@iplaw-petock.com

Counsel for Defendant/Counterclaim Plaintiff/  
Third Party Plaintiff INTERNETSHOPSINC.COM  
d/b/a D.W. Quail Golf

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

J.R. Mats, Inc.  
Plaintiff

:

v.

:

Civil Action

INTERNETSHOPSINC.COM  
d/b/a D. W. Quail Golf  
Defendant

:

2:14-CV-03427-TJS

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INTERNETSHOPSINC.COM  
d/b/a D. W. Quail Golf  
Counterclaim Plaintiff

:

:

v.

:

J.R. Mats, Inc.  
Counterclaim Defendant

:

---

INTERNETSHOPSINC.COM  
d/b/a D. W. Quail Golf  
Third Party Plaintiff

:

v.

:

Jay McGrath  
Third Party Defendant

:

---

**COUNTERCLAIM DEFENDANT, J. R. MATS, INC.'S  
ANSWER AND AFFIRMATIVE DEFENSES TO  
COUNTERCLAIM PLAINTIFF, INTERNETSHOPSINC.COM d/b/a D.W. QUAIL'S  
COUNTERCLAIMS AND THIRD PARTY COMPLAINT**

1. Denied. This paragraph does not make any allegations against the Answering Defendants to which a response is required. Strict proof is demanded at trial. Further, to the extent that this paragraph contains legal conclusions, no response is required.

2. The allegations in paragraph 2 set forth a legal conclusion to which no response is required. To the extent the paragraph 2 contains factual allegations, the allegations in paragraph 2 are denied.

### **Parties, Jurisdiction and Venue**

3. Counterclaim Defendant reasserts and realleges its responses to Paragraphs 1 through 2 above as if fully set forth herein and incorporates same by reference.

4. The first sentence of this paragraph is admitted. Counterclaim Defendant is without knowledge or information to form a belief as to the truth of the allegations contained in the remainder of Paragraph 5 and therefore denies same.

5. The first sentence of this paragraph is admitted. The remaining allegations of this paragraph are denied.

6. The first sentence of this paragraph is admitted. The remaining allegations of this paragraph are denied.

7. The allegations in paragraph 7 set forth a legal conclusion to which no response is required. To the extent the paragraph 7 contains factual allegations, the allegations in paragraph 7 are denied.

8. The allegations in paragraph 8 set forth a legal conclusion to which no response is required. To the extent the paragraph 8 contains factual allegations, the allegations in paragraph 8 are denied.

9. Admitted.

### **Background Information**

10. Counterclaim Defendant reasserts and realleges its responses to Paragraphs 1 through 9 above as if fully set forth herein and incorporates same by reference.

11. Denied.

12. Denied.

13. The allegations in paragraph 13 refer to a writing which speaks for itself. To the extent a response may be required, the remaining allegations in paragraph 13 are denied.

14. Denied.

15. Denied.

16. Denied.

17. Admitted in part; denied in part. It is admitted that Counterclaim Defendant filed this action and filed a motion to suspend a related proceeding at the Trademark Trial and Appeal Board. The remaining allegations in paragraph 17 are denied.

**D. W. Quail Golf's Use and Ownership of the "D.W. Quail Golf Marks"**

18. Counterclaim Defendant reasserts and realleges its responses to Paragraphs 1 through 17 above as if fully set forth herein and incorporates same by reference

19. Denied.

20. It is admitted that U.S. Registration No. 4,193,084 issued in the name of Counterclaim Plaintiff. The remaining allegations in paragraph 20 are denied.

21. Denied. This paragraph does not make any allegations against the Answering Defendants to which a response is required.

22. Denied.

23. Counterclaim Defendant is without knowledge or information to form a belief as to the truth of the allegations contained in paragraph 23 and therefore denies same.

24. Denied.

25. It is admitted that a document marked Exhibit B is attached to the counterclaim. The remaining allegations in paragraph 25 are denied.

26. It is admitted that a document marked Exhibit C is attached to the counterclaim. The remaining allegations in paragraph 26 are denied.

27. It is admitted that a document marked Exhibit D is attached to the counterclaim. The remaining allegations in paragraph 27 are denied.

28. It is admitted that a document marked Exhibit E is attached to the counterclaim. The remaining allegations in paragraph 28 are denied.

29. It is admitted that a document marked Exhibit F is attached to the counterclaim. The remaining allegations in paragraph 29 refer to a writing which speaks for itself. To the extent a response may be required, the remaining allegations in paragraph 29 are denied.

30. The allegations in paragraph 30 set forth a legal conclusion to which no response is required. To the extent the paragraph 30 contains factual allegations, the allegations in paragraph 30 are denied.

31. The allegations in paragraph 31 set forth a legal conclusion to which no response is required. To the extent the paragraph 31 contains factual allegations, the allegations in paragraph 31 are denied.

**J.R. Mats' Infringement and Unfair Competition**

32. Counterclaim Defendant reasserts and realleges its responses to Paragraphs 1 through 31 above as if fully set forth herein and incorporates same by reference.

33. Admitted in part; denied in part. It is admitted that Counterclaim Defendant and Counterclaim Plaintiff are competitors in the online retail golf mat business. The remaining allegations of paragraph 33 are denied.

34. Denied.

35. Denied.

36. Denied.

37. Denied.

38. It is admitted that a document marked Exhibit G is attached to the counterclaim. The remaining allegations in paragraph 38 refer to a writing which speaks for itself.

39. It is admitted that a document marked Exhibit H is attached to the counterclaim. The remaining allegations in paragraph 39 refer to a writing which speaks for itself.

40. Denied.

41. Denied.

42. It is admitted that Counterclaim Defendant has filed trademark applications for the marks "REAL FEEL GOLF MATS", "SWING DOWN AND THROUGH", "TRUE DIVOT ACTION", "TAKES A REAL TEE", "COUNTRY CLUB ELITE", and "NO BOUNCE". The remaining allegations of paragraph 42 are denied.

43. The allegations in paragraph 43 refer to multiple writings which speak for themselves. The remaining allegations in paragraph 43 set forth a legal conclusion to which no response is required. To the extent the paragraph 43 contains factual allegations, the allegations in paragraph 43 are denied.

44. Denied.

45. Denied.

#### **J.R. Mats' False Advertising and Commercial Disparagement**

46. Counterclaim Defendant reasserts and realleges its responses to Paragraphs 1 through 45 above as if fully set forth herein and incorporates same by reference.

47. Denied.

48. Denied. By way of further response, the allegations in paragraph 48 refer to multiple writings which speak for themselves.

49. It is admitted that there are other commercially available golf mats that take real tees that are currently available in the market, including some offered by Counterclaim Plaintiff. The remaining allegations of paragraph 49 are denied.

50. Denied. The remaining allegations in paragraph 50 set forth a legal conclusion to which no response is required. To the extent the paragraph 50 contains factual allegations, the allegations in paragraph 50 are denied.

51. Denied. By way of further response, the allegations in paragraph 51 refer to multiple writings which speak for themselves.

52. Admitted in part; denied in part. It is admitted that Counterclaim Defendant purchases some turf/fiber systems from the same company that Counterclaim Plaintiff claims manufactures its golf practice mats. The remaining allegations of paragraph 52 are denied.

53. Denied. By way of further response, the allegations in paragraph 53 refer to multiple writings which speak for themselves.

54. Admitted in part; denied in part. It is admitted that Counterclaim Defendant does not have any patents which cover its golf practice mats and that Counterclaim Defendant purchases some turf/fiber systems from the same company that Counterclaim Plaintiff claims manufactures its golf practice mats. The remaining allegations of paragraph 54 are denied.

55. It is admitted that a document marked Exhibit I is attached to the counterclaim. It is denied that Counterclaim Defendant has engaged in false comparative advertising. The remaining allegations in paragraph 55 refer to a writing which speaks for itself.

56. The allegations in paragraph 56 refer to multiple writings which speak for themselves. Counterclaim Defendant is without knowledge or information to form a belief as to the truth of the remaining allegations contained in Paragraph 56 and therefore denies same.

57. Counterclaim Defendant is without knowledge or information to form a belief as to the truth of the remaining allegations contained in Paragraph 57 and therefore denies same.

58. Denied.

59. The allegations in paragraph 59 refer to multiple writings which speak for themselves. By way of further response, it is admitted Counterclaim Defendant purchases some turf/fiber systems from the same company that Counterclaim Plaintiff claims manufactures its golf practice mats. Counterclaim Defendant is without knowledge or information to form a belief as to the truth of the remaining allegations contained in Paragraph 59 and therefore denies same.

**Allegations Common to All Acts of J. R. Mats**

60. Denied.

61. Denied.

62. Denied.

63. Denied.

64. Denied.

65. Denied.

66. Denied.

**First Cause of Action for a Declaratory Judgment That D. W. Quail Golf Owns the D. W. Quail Golf Marks and that J. R. Mats' Trademark Applications for the Infringing Marks are Invalid**

67. Counterclaim Defendant reasserts and realleges its responses to Paragraphs 1 through 66 above as if fully set forth herein and incorporates same by reference.

68. Denied. This paragraph does not make any allegations against the Answering Defendants to which a response is required. Strict proof is demanded at trial. Further, to the extent that this paragraph contains legal conclusions, no response is required.

69. It is admitted that Counterclaim Plaintiff contends that it is the owner of all right, title and interest in and to the D.W. Quail Golf Marks. By way of further response, Counterclaim Defendant denies Counterclaim Plaintiff's claim to any right, title and interest in and to the D.W. Quail Golf Marks. The remaining allegations of paragraph 69 are denied.

70. Denied.

71. Denied. This paragraph does not make any allegations against the Answering Defendants to which a response is required. Strict proof is demanded at trial. Further, to the extent that this paragraph contains legal conclusions, no response is required.

72. Denied. This paragraph does not make any allegations against the Answering Defendants to which a response is required. Strict proof is demanded at trial. Further, to the extent that this paragraph contains legal conclusions, no response is required.

73. Denied. This paragraph does not make any allegations against the Answering Defendants to which a response is required. Strict proof is demanded at trial. Further, to the extent that this paragraph contains legal conclusions, no response is required.

### **Second Cause of Action for Infringement**

74. Counterclaim Defendant reasserts and realleges its responses to Paragraphs 1 through 73 above as if fully set forth hereon and incorporates same by reference.

75. Denied.

76. It is admitted that Counterclaim Defendant was granted U.S. Registration No. 4,193,084. The remaining allegations of paragraph 76 are denied.

77. It is admitted that Counterclaim Defendant U.S. Registration No. 4,193,084 is subsisting. The remaining allegations of paragraph 77 are denied.

78. Denied.

79. Denied.

80. Denied.

81. Denied.

82. Denied.

83. Denied.

**Third Cause of Action for Federal Unfair Competition (Lanham Act)**

84. Counterclaim Defendant reasserts and realleges its responses to Paragraphs 1 through 83 above as if fully set forth herein and incorporates same by reference.

85. Denied.

86. Denied.

87. Denied.

88. Denied.

89. Denied.

90. Denied.

91. Denied.

92. Denied.

**Fourth Cause of Action for False Advertising (Lanham Act)**

93. Counterclaim Defendant reasserts and realleges its responses to Paragraphs 1 through 92 above as if fully set forth hereon and incorporates same by reference.

94. Denied.

95. Denied.

96. Denied. By way of further response, the allegations in paragraph 96 refer to multiple writings which speak for themselves.

97. Denied.

98. Denied.

99. Denied.

100. Denied.

101. Denied.

**Fifth Cause of Action for Federal Dilution**

102. Counterclaim Defendant reasserts and realleges its responses to Paragraphs 1 through 101 above as if fully set forth herein and incorporates same by reference.

103. Denied.

104. Denied.

105. Denied.

106. Denied.

107. Denied.

108. Denied.

109. Denied.

**Sixth Cause of Action for Dilution Under 54 Pa. C.S. §1124**

110. Counterclaim Defendant reasserts and realleges its responses to Paragraphs 1 through 109 above as if fully set forth herein and incorporates same by reference.

111. Denied.

112. Denied.

113. Denied.

114. Denied.

**Seventh Cause of Action for Commercial Disparagement**

115. Counterclaim Defendant reasserts and realleges its responses to Paragraphs 1 through 114 above as if fully set forth herein and incorporates same by reference.

116. Denied.

117. Denied.

118. Denied.

119. Denied.

120. Denied.

**Eighth Cause of Action for Common Law Unfair Competition**

121. Counterclaim Defendant reasserts and realleges its responses to Paragraphs 1 through 120 above as if fully set forth herein and incorporates same by reference.

122. This paragraph does not make any allegations against the Answering Defendants to which a response is required. Strict proof is demanded at trial. Further, to the extent that this paragraph contains legal conclusions, no response is required.

123. Denied.

124. Denied.

125. Denied.

126. Denied.

**Ninth Cause of Action for Trademark Infringement, Unfair Competition and Unfair Trade Practices Under 73, P.S. §201-1 Et Seq.**

127. Counterclaim Defendant reasserts and realleges its responses to Paragraphs 1 through 126 above as if fully set forth herein and incorporates same by reference.

128. Denied.

129. Denied.

130. Denied.

131. Denied.

**Tenth Cause of Action for Unjust Enrichment**

132. Counterclaim Defendant reasserts and realleges its responses to Paragraphs 1 through 131 above as if fully set forth herein and incorporates same by reference.

133. Denied.

134. Denied.

**WHEREFORE**, Counterclaim Defendant, J. R. Mats, Inc., respectfully requests that Counterclaim Plaintiff, Internetshopsinc.com d/b/a D.W. Quail Golf's Counterclaim be dismissed, with prejudice, in its entirety, and that Counterclaim Defendant, J.R. Mats, Inc. be awarded its costs and reasonable attorney's fees in defending this action and such other relief as this Court deems just.

### **AFFIRMATIVE DEFENSES**

1. Counterclaim Plaintiff has failed to state a claim upon which relief may be granted.
2. Counterclaim Plaintiff's claims are barred by the Statute of Limitations.
3. Counterclaim Plaintiff's claims are barred because the commercial speech of Counterclaim Defendant was not false or misleading and is protected by the First Amendment of the United States Constitution and the Pennsylvania Constitution.
4. Any of the Counterclaim Plaintiff's Claims are barred by the privilege of competition in that Counterclaim Defendant did not use wrongful means to advance the legitimate interest in competing in the free market.
5. Counterclaim Plaintiff's fails to state a claim for misleading or false advertising because Defendant's advertising, statements and marketing were not false and did not deceive or have the tendency to deceive the public.
6. Counterclaim Defendant's statements and advertisements were made in good faith to protect Counterclaim Defendant's legitimate business interests.
7. The general public did not rely on the complained of marketing or advertising by Counterclaim Defendant.
8. The statements made by Counterclaim Defendant were not material to any purchasing decisions.
9. Any statements made by Counterclaim Defendant were reasonably believed to be true.

10. To the extent Counterclaim Plaintiff suffered any losses or damages, those losses or damages were not caused by Counterclaim Defendant.

11. Counterclaim Plaintiff fails to state a claim against Counterclaim Defendant upon which relief may be granted as to costs, attorney's fees, or enhanced damages.

12. Counterclaim Plaintiff's claims are barred by the doctrine of estoppel.

13. Counterclaim Plaintiff's claims are barred by the doctrine of waiver.

14. Counterclaim Plaintiff's claims are barred by the doctrine of unclean hands.

15. Counterclaim Plaintiff's claims are barred by the doctrine of laches.

16. Counterclaim Plaintiff has superior rights in the D.W. Quail Golf Marks by virtue of it being the first person or entity to use said marks in commerce and interstate commerce.

17. Counterclaim Plaintiff does not have rights in the D.W. Quail Golf Marks to the extent the marks are descriptive, and Counterclaim Plaintiff's marks have not acquired secondary meaning.

**WHEREFORE**, Counterclaim Defendant, J. R. Mats, Inc., respectfully requests that Counterclaim Plaintiff, Internetshopsinc.com d/b/a D.W. Quail Golf's Counterclaim be dismissed, with prejudice, in its entirety, and that Counterclaim Defendant, J.R. Mats, Inc. be awarded its costs and reasonable attorney's fees in defending this action and such other relief as this Court deems just.

By: /s/ Kevin M. Durkan, Esquire  
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**Attorneys for Counterclaim Defendant,  
J.R. Mats, Inc. and  
Third Party Defendant, Jay McGrath**

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

J.R. MATS, INC.,

Plaintiff,

v.

INTERNETSHOPSINC.COM  
d/b/a D.W. QUAIL GOLF,

Defendant/Third Party Plaintiff,

v.

JAY R. MCGRATH,

Third Party Defendant.

CIVIL ACTION NO.:  
2:14-cv-03427-TJS

**[PROPOSED] ORDER**

AND NOW, this \_\_\_ day of \_\_\_\_\_ 2014, upon consideration of Plaintiff's Motion to Amend its Complaint, and Defendant's response thereto, it is hereby ORDERED that the Motion to Amend is GRANTED and J.R. Mats, Inc. shall have \_\_\_ days in which to file its amended complaint.

\_\_\_\_\_  
Hon. Timothy J. Savage

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

J.R. MATS, INC.,

Plaintiff,

v.

INTERNETSHOPSINC.COM  
d/b/a D.W. QUAIL GOLF,

Defendant/Third Party Plaintiff,

v.

JAY R. MCGRATH,

Third Party Defendant.

CIVIL ACTION NO.:  
2:14-cv-03427-TJS

FILED ELECTRONICALLY

**PLAINTIFF'S MOTION TO AMEND ITS COMPLAINT**

For the reasons set forth in the accompanying Memorandum of Law, Plaintiff, J.R. Mats, Inc. ("J.R. Mats" or "Plaintiff"), by its undersigned attorneys, hereby moves the Court to grant its Motion to Amend its Complaint in the above-referenced matter to specifically add trademark infringement claims against Defendant, InternetShopsInc.com doing business as "D.W. Quail Golf" ("D.W. Quail" or "Defendant"), concerning J.R. Mats' trademarks COUNTRY CLUB ELITE, SWING DOWN AND THROUGH, TRUE DIVOT ACTION, TAKES A REAL TEE, and NO BOUNCE, as well as to add newly obtained factual information supporting J.R. Mats' false advertising claims against Defendant.

Respectfully submitted,

DATE: August 19, 2014

BY: s/John P. Sullivan

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*Attorneys for Plaintiff,  
J.R. Mats, Inc.*

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

J.R. MATS, INC.,

Plaintiff,

v.

INTERNETSHOPSINC.COM

d/b/a D.W. QUAIL GOLF,

Defendant/Third Party Plaintiff,

v.

JAY R. MCGRATH,

Third Party Defendant.

CIVIL ACTION NO.:

2:14-cv-03427-TJS

ELECTRONICALLY FILED

**MEMORANDUM OF LAW IN SUPPORT OF  
PLAINTIFF'S MOTION TO AMEND ITS COMPLAINT**

Plaintiff, J.R. Mats, Inc. ("J.R. Mats" or "Plaintiff") submits this Memorandum of Law in support of its Motion to Amend its Complaint against Defendant, InternetShopsInc.com d/b/a D.W. Quail Golf ("D.W. Quail" or "Defendant"). J.R. Mats seeks to amend its Complaint to specifically assert additional claims of trademark infringement and provide additional information concerning its false advertising claims against D.W. Quail related to the same golf mat products addressed in the Complaint. (ECF No. 1). A copy of the proposed First Amended Complaint is attached hereto as Exhibit A, and a redlined copy of same comparing the document with the original Complaint as filed is attached

hereto as Exhibit B. The requested amendment serves not only the interest of judicial economy, but also the parties' interests because it will fully define the scope of this controversy. Furthermore, the amendment will not prejudice D.W. Quail because D.W. Quail's Counterclaims against J.R. Mats (ECF No. 3) directly call into question the very same issues of trademark ownership and infringement concerning the same trademarks targeted by J.R. Mats' proposed First Amended Complaint. Namely, contrary to D.W. Quail's Counterclaims, J.R. Mats contends that it has priority to and valid ownership of the trademarks COUNTRY CLUB ELITE, TRUE DIVOT ACTION, SWING DOWN AND THROUGH, TAKES A REAL TEE, and NO BOUNCE in connection with golf practice mats. In addition, since the original Complaint was filed, J.R. Mats has obtained additional factual evidence in support of its false advertising claims. Accordingly, as outlined more fully herein, J.R. Mats respectfully submits that it's proposed First Amended Complaint properly consolidates the issues at hand to the benefit of both parties and the Court, and should be allowed accordingly.

#### PROCEDURAL BACKGROUND

J.R. Mats filed its Complaint in this matter on June 11, 2014, asserting claims against D.W. Quail for infringement of its trademark REAL FEEL GOLF MATS, unfair competition, and false advertising. (ECF No. 1). Prior to filing its Complaint, J.R. Mats engaged D.W. Quail in an Opposition proceeding before the U.S. Patent & Trademark Office's ("USPTO") Trademark Trial and Appeal Board ("TTAB" or "Board"), opposing D.W. Quail's registration of the mark DURA-PRO REAL FEEL GOLF MATS. In the Opposition, assigned TTAB Proceeding No.

91210353, J.R. Mats argues that it has priority to and is the valid owner of the mark REAL FEEL GOLF MATS. J.R. Mats only initiated the TTAB Opposition after conducting extensive investigations into D.W. Quail's claimed prior use of the REAL FEEL GOLF MATS name. Numerous investigations did not reveal any evidence supporting D.W. Quail's claimed date of first use for the mark extending back to 2003. To the contrary, no such use of the applied-for mark DURA-PRO REAL FEEL GOLF MATS or the name REAL FEEL GOLF MATS was uncovered dating that far back or pre-dating J.R. Mats legitimate date of first use. In reviewing D.W. Quail's websites and other document production, J.R. Mats learned that D.W. Quail was using a number of false advertising claims to promote and sell its golf practice mats without authorization under the REAL FEEL GOLF MATS name. These false advertising claims concerned false and misleading statements made by D.W. Quail regarding material characteristics of its golf practice mats likely to impact consumers' purchasing decisions, including, but not limited, to false statements regarding face weight. In light of D.W. Quail's flagrant false advertising and persistent reliance on priority claims wholly unsupported by the available evidence, J.R. Mats moved forward with filing the original Complaint.<sup>1</sup>

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<sup>1</sup> Upon filing the original Complaint with the Court in the subject action, J.R. Mats timely moved to suspend the Opposition proceeding against D.W. Quail with the TTAB on June 11, 2014. It is the general policy of the TTAB to suspend proceedings when the parties are involved in a civil action that is dispositive of or will have a bearing on the TTAB case. Black Box Corp. v. Better Box Communications Ltd., 2002 TTAB LEXIS 253, \*4 (TTAB 2002); TBMP § 510.02(a). "Judicial economy lies in the suspension of Board proceedings because, inter alia, the Board has limited jurisdiction involving the issue of registrability only; the Board decision is advisory to the Court, while a U.S. District Court decision is binding on the parties before the

On July 19, 2014, D.W. Quail filed its Answer, Counterclaims Against J.R. Mats, and Third-Party Complaint Against Jay R. McGrath. (ECF No. 3, hereinafter the “Counterclaims”). In the Counterclaims, D.W. Quail alleges that it has priority to and is the owner of the additional trademarks NO BOUNCE, HIT DOWN AND THROUGH, DIVOT ACTION, TAKES A REAL, DURA-PRO REAL FEEL COUNTRY CLUB WOODTEE GOLF MATS, and COUNTRY CLUB REAL FEEL HIGH TECH MAT. (ECF No. 3 at p. 22, ¶¶19-20). Similar to its specious claims regarding J.R. Mats’ REAL FEEL GOLF MATS trademark, D.W. Quail alleges that J.R. Mats is infringing these additional trademarks. J.R. Mats contends that it is the senior user and rightful owner of the marks COUNTRY CLUB ELITE, SWING DOWN AND THROUGH, TRUE DIVOT ACTION, TAKES A REAL TEE, and NO BOUNCE, whereby it is actually D.W. Quail who represents the infringing party. J.R. Mats created and uses these additional trademarks in connection with the same golf practice mats offered under its legitimate REAL FEEL GOLF MATS trademark.

D.W. Quail’s claims are consistent with its brazen pattern of infringing J.R. Mats’ intellectual property. They began with copying paragraphs of marketing text from J.R. Mats’ website ([www.realfeelgolfmats.com](http://www.realfeelgolfmats.com)), next stealing and combining various key terms featured in J.R. Mats’ legitimate trademarks (i.e., COUNTRY CLUB REAL FEEL HIGH TECH MAT), and most recently pirating and illegitimately claiming ownership of J.R. Mats’ trademarks in their entirety and

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Board and the Board decision is appealable to the U.S. District Court.” *Id.*; *Goya Foods Inc. v. Tropicana Products Inc.*, 846 F.2d 848 (2d Cir. 1988).

making false advertising claims. D.W. Quail's actions represent a persistent campaign of infringement and unfair competition intended to illegitimately draft off of the goodwill associated with J.R. Mats' trademarks and well-respected reputation in the golf industry.

Accordingly, J.R. Mats seeks to amend the Complaint to fully address the other trademarks brought to issue in this case by D.W. Quail in its Counterclaims, as well as to fully defend and assert its ownership rights to the trademarks and bring an end to D.W. Quail's infringement. J.R. Mats owns active U.S. Registration No. 4,497,140 for the trademark COUNTRY CLUB ELITE. A copy of the registration certificate is attached hereto as Exhibit C. J.R. Mats is also the owner of the following active U.S. trademark applications for its other aforementioned trademarks as follows: (1) TRUE DIVOT ACTION (Serial No. 86/183,399); (2) SWING DOWN AND THROUGH (Serial No. 86/183,394); (3) TAKES A REAL TEE (Serial No. 86/183,397); and (4) NO BOUNCE (Serial No. 86/183,403). Each of these applications was approved and published for opposition by the USPTO. In an effort to create yet another smokescreen and further harass J.R. Mats, D.W. Quail filed Notices of Opposition against each of J.R. Mats' four pending trademark applications on July 25, 2014.<sup>2</sup>

Further, J.R. Mats also wishes to amend the Complaint to add recently obtained factual information which supports its false advertising claims. In

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<sup>2</sup> If the Court grants this Motion and permits J.R. Mats to file its proposed First Amended Complaint, J.R. Mats will move to suspend these four additional TTAB opposition proceedings in the interests of judicial economy

particular, in the Counterclaims, D.W. Quail admits that its claim that its golf practice mats have a face weight of one hundred and sixty-two ounces (162 oz.) was false. (ECF No. 3 at p. 5, ¶35). D.W. Quail attempts to excuse this literal falsity by feebly claiming that it was the result of the typo. (ECF No. 3 at p. 5, ¶35). However, J.R. Mats has obtained archived screen captures taken from D.W. Quail's website [www.duraprologolfmats.com](http://www.duraprologolfmats.com) dating back at least as early as 2012 which advertise D.W. Quail's golf practice mats as having a face weight of one hundred and forty ounces (140 oz.). Copies of these screen captures are attached as Exhibit D. This 140 oz. claim is still substantially different from the actual face weight, established by independent third-party testing, of approximately one hundred and two ounces (102 oz.), as more fully explained in J.R. Mats' original Complaint. (ECF No. 1 at p. 8, ¶36).

Additionally, in its Counterclaims, D.W. Quail also attempts to justify its advertising claim regarding the thickness and pile height of its golf practice mats by alleging that its claimed measurement of 1¾ inches represents a combination of pile height and the rubber backing of the mat. However, J.R. Mats has obtained archived screen captures taken from D.W. Quail's website <http://duraprologolfmats.com> dating back to 2012 that expressly claim that D.W. Quail's golf practice mats have "Long Dense Fiber approximate thickness is 2". A copy of this screen capture is attached as Exhibit E. In the golf industry, pile height is widely recognized to mean the height of the artificial fabric on a mat. With respect to D.W. Quail's advertising claim, therefore, the reference to fiber means

pile. Yet again, this claimed measurement marketed by D.W. Quail is significantly embellished. As noted in J.R. Mats original Complaint, independent third-party testing revealed that the pile or fabric height of D.W. Quail's golf practice mats is approximately 0.93 inches, much less than the two inch thickness figure previously claimed by D.W. Quail. (ECF No. 1 at p. 8, ¶38). Collectively, such recently obtained factual information shows that D.W. Quail's false advertising claims are not the result of a typo and certainly not the product of any legitimate measurements. Instead, they demonstrate that D.W. Quail has engaged in a pattern of false advertising, whereby numbers are steadily inflated without any credible support in an attempt to gain an illegitimate commercial advantage to the detriment of competitors conducting business with integrity and in good faith like J.R. Mats.

### ARGUMENT

Federal Rule of Civil Procedure 15(a) provides, in pertinent part: “[A] party may amend [its] pleadings only by leave of court or by written consent of the adverse party; and leave shall be freely given when justice so requires.” Fed. R. Civ. P. 15(a). Accordingly, leave to amend should be liberally granted. See Dole v. Arco Chem. Co., 921 F.2d 484, 486-87 (3d Cir. 1990) (citing cases); Elsevier Inc. v. Comprehensive Microfilm & Scanning Servs., Civil Action No. 3:10-cv-2513, 2011 U.S. Dist. LEXIS 52409, \*7-8 (M.D. Pa. May 17, 2011) (granting plaintiff's motion to amend complaint).

The Supreme Court has identified several factors to consider when applying Rule 15(a):

If the underlying facts or circumstances relied upon by the plaintiff may be a proper subject of relief, he ought to be afforded an opportunity to test his claims on the merits. In the absence of any apparent or declared reason—such as undue delay, bad faith or dilatory motive on the part of the movant, repeated failure to cure deficiencies by amendments previously allowed, undue prejudice to the opposing party by virtue of the allowance of the amendment, futility of amendment, etc.—the leave sought should, as the rules require, be “freely given.”

Foman v. Davis, 371 U.S. 178, 182 (1962). The Third Circuit, interpreting the Foman factors, has repeatedly held that “prejudice to the non-moving party is the touchstone for the denial of an amendment.” Lorenz v. CSX Corp., 1 F.3d 1406, 1413-14 (3d Cir. 1993) (citing Cornell & Co. v. Occupational Safety & Health Review Comm’n, 573 F.2d 820, 823 (3d Cir. 1978)).

D.W. Quail will not be prejudiced by J.R. Mats’ proposed amendments of its Complaint. The proposed amendment seeks to more fully identify issues raised in the original Complaint and/or D.W. Quail’s very own Counterclaims. The proposed amendments, therefore, will serve the interests of justice and allow for a more efficient resolution of the instant dispute by combining all related claim in one action. J.R. Mats contacted D.W. Quail’s counsel on August 4, 2014 to request their consent to J.R. Mats’ filing of a First Amended Complaint for the reasons outlined herein. D.W. Quail refused to provide its consent. It is entirely unclear how D.W. Quail can raise the additional trademarks and false advertising claims outlined in its Counterclaims, only

to then object to J.R. Mats' reasonable request to amend its Complaint at this time to include its claims and facts regarding the very same trademarks and issues.

Further, J.R. Mats also highlights that this represents its first request to amend the Complaint, and the request is being made in the early stages of this litigation and within the time prescribed in the Court's Scheduling Order. (ECF No. 7). Clearly, there is no prejudice to Defendant.

J.R. Mats desires to resolve all of the issues detailed herein and in its original Complaint as expediently as possible for once and for all with D.W. Quail.

### III. CONCLUSION

In view of the foregoing, J.R. Mats respectfully submits that its proposed amendments to its original Complaint are reasonable and will not cause any undue prejudice to D.W. Quail. Instead, such amendments will consolidate the related trademark infringement and false advertising issues raised by both parties in their initial pleadings and allow for resolution of the dispute in its entirety as efficiently as possible. Therefore, J.R. Mats respectfully asserts that its proposed First Amended Complaint is warranted in this instance and requests the Court to grant its Motion concerning same.

Respectfully submitted,

DATE: August 19, 2014

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*Attorneys for Plaintiff,  
J.R. Mats, Inc.*

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the forgoing Plaintiff's Motion to Amend Its Complaint was filed and served electronically, and is available for viewing and downloading through the Court's ECF system.

Date: August 19, 2014

By: s/ John P. Sullivan  
John J. O'Malley  
John P. Sullivan  
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*Attorneys for Plaintiff,  
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# EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

J.R. MATS, INC.,

Plaintiff,

v.

INTERNETSHOPSINC.COM  
d/b/a D.W. QUAIL GOLF,

Defendant/Third Party Plaintiff,

v.

JAY R. MCGRATH,

Third Party Defendant.

CIVIL ACTION NO.:

2:14-cv-03427-TJS

JURY TRIAL DEMANDED

**FIRST AMENDED COMPLAINT**

This is an action for false advertising, trademark infringement, unfair competition, false designation of origin, unjust enrichment, and declaratory judgment that Plaintiff owns certain trademarks as said forth herein.

**PARTIES**

1. Plaintiff, J.R. Mats, Inc. is a Pennsylvania corporation d/b/a RealFeelGolfMats.com located at 1519 McDaniel Drive, West Chester, Pennsylvania 19380 (hereafter “J.R. Mats” or “Plaintiff”).

2. Upon information and belief, Defendant InternetShopsInc.com is a Georgia company d/b/a D.W. Quail Golf (hereafter “D.W. Quail” or “Defendant”).

3. Upon information and belief, Defendant has conducted and continues to conduct business within the Commonwealth of Pennsylvania, including within the Eastern District of Pennsylvania (the “District”).

### **JURISDICTION AND VENUE**

4. This action arises under the trademark laws of the United States, 15 U.S.C. § 1051 et seq. It also arises under principles of state common and statutory law. Federal question jurisdiction is conferred pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338.

5. This Court has supplemental jurisdiction over the claims brought under state statutory and common law pursuant to 28 U.S.C. §§ 1338(b) and 1367.

6. This Court has personal jurisdiction over Defendant because Defendant, *inter alia*, transacts business in the Commonwealth of Pennsylvania, engages in a persistent course of conduct in the Commonwealth of Pennsylvania, and expects, or reasonably should expect, its acts to have legal consequences in the Commonwealth of Pennsylvania.

7. Venue is proper in the District pursuant to 28 U.S.C. § 1391 because a substantial part of the acts and omissions giving rise to these claims occurred in the District, and Defendant expects, or reasonably should expect, its acts and omissions to have legal consequences in the District.

### **BACKGROUND**

8. J.R. Mats has been a leading designer and manufacturer of high-end commercial golf range mats for more than ten (10) years, offering golf practice mats

and practice mat systems that feature proprietary fiber blends and tufting technology.

### GOLF MAT TRADEMARKS

9. J.R. Mats has developed a family of marks that it uses in connection with its golf mat products and includes the following trademarks, trade names and service marks, all of which are actively used in commerce, as identified below, in connection J.R. Mats' golf practice mats (J.R. Mats golf practice mat trademarks collectively referred to hereinafter as "Golf Mat Trademarks").

<u>Trademark</u>	<u>Date of First Use in U.S. Commerce</u>	<u>Application/Registration Number</u>
COUNTRY CLUB ELITE	Apr. 11, 2006	85/906,440
TRUE DIVOT ACTION	Jul. 03, 2008	86/183,399
SWING DOWN AND THROUGH	Apr. 12, 2008	86/183,394
TAKES A REAL TEE	Apr. 12, 2008	86/183,397
NO BOUNCE	Apr. 12, 2008	86/183,403
REAL FEEL GOLF MATS	Oct. 18, 2005	85/788,689

10. J.R. Mat's golf practice mats under Golf Mat Trademarks are sold and promoted throughout the United States, including within this District.

11. By virtue of its use of the Golf Mat Trademarks in connection with golf practice mats, J.R. Mats possesses nationwide common law trademark rights in and to the Golf Mat Trademarks.

12. J.R. Mats' golf practice mats are and have been offered for sale, marketed, promoted and sold under J.R. Mats' Golf Mat Trademarks through country clubs, professional golf instructors, and are widely available for purchase over the Internet.

13. As a result of the sales and marketing activities, J.R. Mats has acquired substantial valuable goodwill symbolized by and embodied in its Golf Mat Trademarks.

14. Since long prior to the acts of Defendant complained of herein, the public has come to associate Golf Mat Trademarks as source designators for J.R. Mats' golf practice mats.

**J.R. MATS' "REAL FEEL GOLF MATS"**

15. J.R. Mats has used the "REAL FEEL GOLF MATS" trademark, trade name, and service mark (the "REAL FEEL GOLF MATS Mark") since at least as early as 2006, doing business under the REAL FEEL GOLF MATS Mark and using the REAL FEEL GOLF MATS Mark in connection with its golf practice mat products.

16. Since at least as early as 2006, J.R. Mats has been labeling and/or imprinting its golf mat products with the REAL FEEL GOLF MATS Mark, whereby consumers have widely come to associate the REAL FEEL GOLF MATS Mark with J.R. Mats and the high quality golf mat products produced by J.R. Mats. Copies of photographs showing the REAL FEEL GOLF MATS Mark as featured on packaging, labels and imprinted on J.R. Mats' golf mat products are attached hereto as Exhibit A.

17. J.R. Mats has conducted extensive advertising, marketing and promotion of its REAL FEEL GOLF MATS Mark throughout the United States.

18. Attached hereto as Exhibit B are pages from J.R. Mats' website "REALFEELGOLFMATS.COM" (the "REAL FEEL Website"). As seen in the attached Exhibits A and B, J.R. Mats promotes its goods and services prominently displaying and emphasizing the REAL FEEL GOLF MATS Mark.

19. J.R. Mats' use of the REAL FEEL GOLF MATS Mark in connection with its goods and services is unique to J.R. Mats, and has no recognized meaning in the golf industry except as designating J.R. Mats as the source of its goods and services.

20. J.R. Mats has acquired common law trademark rights from actual use of the mark in U.S. commerce for nearly ten (10) years.

21. J.R. Mats is the owner of the domain name "REALFEELGOLFMATS.COM" ("REAL FEEL Website"). J.R. Mats registered the domain name for the REAL FEEL Website in 2005.

22. J.R. Mats has acquired a valuable goodwill symbolized by and embodied in its REAL FEEL GOLF MATS Mark as used by J.R. Mats and widely recognized by consumers in the golf industry.

23. J.R. Mats' REAL FEEL GOLF MATS Mark has become widely renowned and obtained fame in the golf industry and throughout the Commonwealth of Pennsylvania as being synonymous with high quality golf practice mats.

**DEFENDANT'S INFRINGEMENT**

24. Notwithstanding J.R. Mats' well-known and common law rights in its Golf Mat Trademarks intentionally adopted and used the identical marks, as well as confusingly variations thereof, in conjunction with its golf practice mat products and related advertising in the United States.

25. Defendant is now identifying its golf practice mat products in advertisements and on its website using the Golf Mat Trademarks. Attached as Exhibits C and D are true and correct copies of documents evidencing Defendant's ongoing infringement of the Golf Mat Trademarks.

26. Defendant's golf practice mat products are offered in direct competition to J.R. Mats' golf practice mat products.

27. Defendant's copying and use of J.R. Mats' Golf Mat Trademarks, or similar variations thereof, for golf practice mat products is a willful attempt to palm off J.R. Mats' good will in its trademarks, and represents a blatant attempt to create consumer confusion.

28. J.R. Mats began using the J.R. Mats' Golf Mat Trademarks in commerce in the United States in connection with golf practice mat products long before Defendant ever began using the Golf Mat Trademarks or similar variations thereof.

29. Defendant's usage of the Golf Mat Trademarks, or similar variations thereof, for golf practice mat products has caused J.R. Mats grievous and irreparable injury.

30. As a result of Defendant's acts complained of herein, members of the public and the trade are likely to believe that Defendant's golf practice mat products originate from, or are offered in affiliation with, or sponsored by, or under license from or rendered with the approval of J.R. Mats.

31. Defendant's use of its infringing trademark in conjunction with its golf practice mat products represents to J.R. Mats' clientele and potential clientele, as well as to the trade and the public, that Defendant operates under the sponsorship or in affiliation with, with a license from or with the approval of J.R. Mats, when in fact it does not.

32. Upon information and belief, Defendant benefitted from the infringement of J.R. Mats' trademark's through the use of the J.R. Mats' Golf Mat Trademarks, names, and similar variations thereof, as well as from the other acts and activities complained of herein.

33. By the acts and activities complained of herein, Defendant has passed off its goods as rendered by or associated with or connected with or sponsored by or under license from or with the approval of J.R. Mats.

34. Defendant's acts complained of herein are likely to cause and/or have caused confusion, subliminal confusion, mistake or deception among the trade or public.

35. Defendant's infringement complained herein has been willful and deliberate and represents an attempt to appropriate to Defendant the goodwill that J.R. Mats has earned for its trademark and goods in issue to give to Defendant a

recognition and advantage in the marketplace which Defendant would not otherwise possess.

36. Defendant's adoption and use of the infringing Golf Mat Trademarks, names, or similar variations thereof, in connection with golf practice mat products, was and is:

- a. With full knowledge of J.R. Mats' prior first use of the Golf Mat Trademarks for golf practice mat products, and
- b. Was and is with the intent and for the purpose, and has had the effect, of wrongfully infringing upon Golf Mat Trademarks.

37. By trading upon the goodwill of J.R. Mats' REAL FEEL GOLF MATS Mark, Defendant has obtained for its goods a salability which they would not have otherwise had.

#### **DEFENDANT'S INFRINGEMENT OF REAL FEEL GOLF MATS**

38. Defendant is now identifying its golf practice mat products in advertisements and on its website as "Real Feel Country Club WoodTee Golf Mats" and "Real Feel Golf Mats" (collectively the "Real Feel Golf Mats" names"). Attached as Exhibit E is a true and correct screenshots recently captured from Defendant's websites, [www.dwquailgolf.com](http://www.dwquailgolf.com) and <http://duraprologolfmats.com> (collectively referenced herein as "Defendant's Website", and include, but are not limited to, all other websites registered, operated, or otherwise controlled by Defendant where Defendant markets, advertises, offers for sale, or otherwise promotes its golf mat products), which shows Defendant's use of the "Real Feel Golf

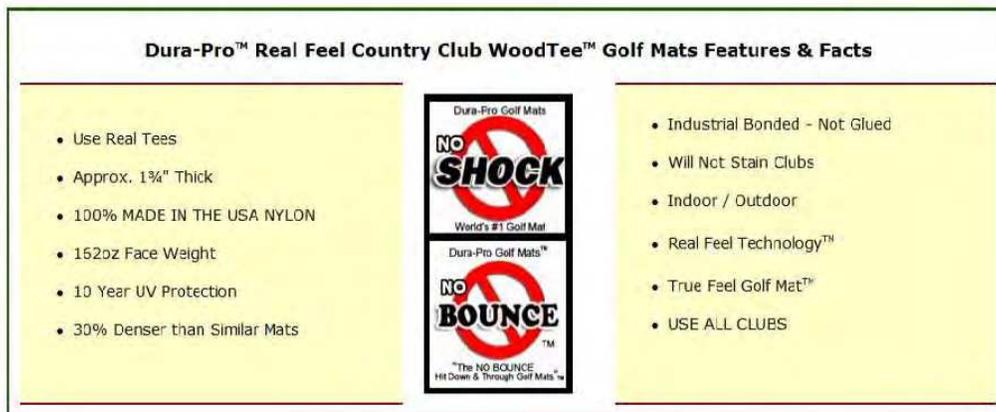
Mats” names in connection with golf practice mats advertised and offered for sale thereon.

39. Upon information and belief, Defendant is the current registrant of the domains [www.dwquailgolf.com](http://www.dwquailgolf.com) and <http://duraprogolfmats.com>, and has control over or is otherwise responsible for content posted on Defendant’s Website.

40. Defendant is also actively advertising its golf practice mats through the Google AdWords program by using the name “Reel Feel Golf Mats”, and similar variations thereof. As a result of this advertising, links to Defendant’s website are appearing next to links for J.R. Mats’ REAL FEEL Website in Google search results when Internet users search for the term “Real Feel Golf Mats”. Attached as Exhibit D is a true and correct copy of a screenshot showing results obtained when running a Google search for the name “Real Feel Golf Mats”.

**DEFENDANT’S FALSE ADVERTISING**

41. Defendant’s Website describes golf practice mat product offered under the “Real Feel Golf Mats” names as follows:



42. As of June 11, 2014, Defendant's Website expressly stated that Defendant's golf practice mat had one hundred and sixty-two (162) ounce face weight, as noted above and shown in Exhibit C attached hereto.

43. At least as early as 2012, Defendant was actively claiming that its golf practice mat had a face weight of one hundred and forty (140) ounces. Attached hereto as Exhibit F is an archived screenshot of Defendant's website captured by the Wayback Machine in December, 2012 showing Defendant's face weight claim as displayed to consumers at that time.

44. Tests recently conducted on Defendant's golf practice mat by an independent laboratory, Commercial Testing Company, determined that Defendant's mat only had a face weight of one hundred and two point four (102.4) ounces. Attached hereto as Exhibit G is a true and correct copy of Commercial Testing Company's laboratory report regarding the face weight of Defendant's golf mat.

45. Prior versions of Defendant's websites, including at least <http://duraprogolfmats.com>, have expressly claimed false measures of thickness with respect to the fiber or pile height of Defendant's golf practice mats. For example, as of December, 2012, Defendant was claiming that its golf practice mats "Long Dense Fiber approximate thickness is 2". Attached hereto as Exhibit H is an archived screenshot of Defendant's website captured by the Wayback Machine in December, 2012 showing Defendant's express claim regarding the fiber thickness of

its golf practice mats as being 2” or two inches as displayed to consumers at that time.

46. In the golf practice mat industry, the terms fiber and pile are used interchangeably and reference the artificial grass surface found on the golf practice mats. As used in the industry, “fiber height” or “pile height” only refers to the height of the artificial grass surface, and does not include any backing bonded to that artificial grass surface.

47. Tests recently conducted on Defendant’s golf practice mat by an independent laboratory, Commercial Testing Company, determined that height of Defendant’s mat is only 0.93 inches thick. Attached hereto as Exhibit I is a true and correct copy of Commercial Testing Company’s laboratory report regarding the thickness of Defendant’s golf mat.

48. Defendant’s website expressly states that Defendant’s golf practice mat is “30% Denser than Similar Mats.”

49. Upon information and belief, Defendant’s claim that its golf practice mats are 30% denser than similar mats is not based on any independent testing.

50. Defendant’s advertising claims regarding the face weight, denseness, and thickness of its golf practice mats offered under the “Real Feel Golf Mats” names are false and/or misleading, which has deceived consumers and directed sales away from competitors, such as J.R. Mats, in the golf practice mat industry.

51. J.R. Mats has no control over the quality of goods which are sold by Defendant, with the result that J.R. Mats' valuable goodwill with respect to its trademark may be irreparably damaged by the acts of Defendant.

52. All such conduct by Defendant was and continues to be in bad faith, willful, deliberate and in knowing violation of the law.

53. The activities of Defendant complained of herein have caused, and unless restrained and enjoined by the Court will continue to cause, irreparable harm, damage and injury.

54. Upon information and belief, Defendant will continue its tortious acts, including its infringement, false advertising, and unfair competition, unless restrained by this Court.

**COUNT I**  
**FALSE ADVERTISING UNDER THE LANHAM ACT**

55. The allegations of paragraphs 1 through 54 are incorporated herein by reference as though fully set forth herein.

56. J.R. Mats alleges that Defendant and its agents, distributors, or other persons or entities related to or doing business with Defendant, made false and/or misleading representations in interstate commerce regarding their goods.

57. Defendant's representations that its "Real Feel Golf Mats" product had and/or has a face weight of one hundred and sixty-two (162) ounces was and remains false and misleading.

58. Defendant's representations that its "Real Feel Golf Mats" product had and/or has a face weight of one hundred and forty (140) ounces was and remains false and misleading.

59. Prior versions of Defendant's websites have expressly claimed false measures of thickness with respect to the fiber or pile height of Defendant's golf practice mats.

60. Defendant's representations that its "Real Feel Golf Mats" product had and/or has "Long Dense Fiber" with an approximate thickness of two (2) inches was and remains false and misleading.

61. Upon information and belief, Defendant's representations that its golf practice mats are 30% denser than similar mats is false and misleading.

62. Defendant's aforesaid acts are meant to mislead customers and to usurp legitimate sales from J.R. Mats and other competitors in the golf practice mat industry.

63. Defendant's aforesaid acts have caused and, unless restrained by this Court, will continue to cause J.R. Mats and the public to suffer great and irreparable damage and injury through false and/or misleading advertising.

64. Defendant's aforesaid acts are willful and deliberate.

65. Such acts constitute false and/or misleading advertising in violation of Section 43(a) of the Lanham Act. 15 U.S.C. § 1125(a)(1)(A) and (B).

**COUNT II**  
**STATUTORY TRADEMARK INFRINGEMENT**

66. The allegations of paragraphs 1 through 65 are incorporated herein by reference as though fully set forth herein.

67. Defendant's use of the infringing Golf Mat Trademarks mark, in addition to its use of similar variations thereof, in connection with Defendant's golf practice mat products, as well as in connection with Defendant's promotion, offering and sale of the same, is an infringement of J.R. Mats' Golf Mat Trademarks under the trademark laws of the United States, Lanham Act § 43(a), 15. U.S.C. § 1125(a).

68. J.R. Mats has no control over the quality of goods which are provided, promoted, advertised and sold by Defendant, with the result that J.R. Mats' valuable goodwill with respect to its trademark may be irreparably injured by the acts of Defendant complained of herein.

69. As a result of said trademark infringement, J.R. Mats has suffered and continues to suffer irreparable injury, for which it has no adequate remedy at law.

**COUNT III**  
**FEDERAL UNFAIR COMPETITION AND**  
**FALSE DESIGNATION OF ORIGIN**

70. The allegations of paragraphs 1 through 69 are incorporated herein by reference as though fully set forth herein.

71. This cause of action arises under the trademark laws of the United States, Lanham Act § 43(a), 15. U.S.C. § 1125(a).

72. Defendant has adopted and is now using a colorable imitation of J.R. Mats' Golf Mat Trademarks, for goods which are substantially similar to those offered by J.R. Mats.

73. Defendant's use of a colorable imitation of J.R. Mats' Golf Mat Trademarks in connection with Defendant's golf practice mat products have caused and will continue to cause customers, potential customers and past customers to mistakenly attribute the properties and reputation of J.R. Mats' golf practice mat products to those of the Defendant.

74. The use by Defendant of its infringing Golf Mat Trademarks and similar variations thereof, in connection with its golf practice mat products, and to advertise and promote Defendant's golf practice mat products, constitutes unfair competition, a false description and representation and a false designation of the origin of Defendant's seasoned golf practice mat products and constitutes unfair competition, all in violation of Section 43(a) of the Lanham Act, 15 U.S.C. 1125(a).

75. As a result of said unfair competition and false designation of origin, J.R. Mats has suffered and continues to suffer irreparable injury, for which it has no adequate remedy at law.

**COUNT IV**  
**COMMON LAW TRADEMARK INFRINGEMENT**

76. The allegations of paragraphs 1 through 75 are incorporated herein by reference as though fully set forth herein.

77. This cause of action arises under the common law.

78. Defendant's aforementioned conduct constitutes common law trademark infringement.

79. As a result of said infringement, J.R. Mats has suffered and continues to suffer serious and substantial injury, including irreparable injury, for which it has no remedy at law.

**COUNT V**  
**UNFAIR COMPETITION**

80. The allegations of paragraphs 1 through 79 are incorporated herein by reference as though fully set forth herein.

81. This cause of action arises under the common law.

82. Defendant's aforementioned conduct constitutes unfair competition.

83. By means and as a result of said unfair competition, J.R. Mats has suffered and continues to suffer serious and substantial injury, including irreparable injury for which it has no adequate remedy at law.

**COUNT VI**  
**UNJUST ENRICHMENT**

84. The allegations of paragraphs 1 through 83 are incorporated herein by reference.

85. This cause of action arises under the common law.

86. By the acts and activities complained of herein, Defendant has been unjustly enriched.

**COUNT VII**  
**STATE STATUTORY AND COMMON LAW DILUTION;**  
**INJURY TO BUSINESS REPUTATION**

87. The allegations of paragraphs 1 through 86 are incorporated herein by reference.

88. This cause of action arises under the common law and the Pennsylvania state anti-dilution statute, 54 Pa. C.S.A. § 1124.

89. J.R. Mats' Golf Mat Trademarks have become and is famous in the minds of the relevant trade and throughout the Commonwealth of Pennsylvania.

90. J.R. Mats' Golf Mat Trademarks have acquired distinctiveness and fame, through its extensive advertisements and promotional efforts, and by earning millions in revenue from the sale of golf practice mat products.

91. Defendant's use of the Golf Mat Trademarks names began after J.R. Mats' Golf Mat Trademarks became widely known.

92. Defendant, by its wrongful use of J.R. Mats' Golf Mat Trademarks, has wrongfully implied an affiliation between J.R. Mats and Defendant.

93. Defendant's wrongful use of J.R. Mats' Golf Mat Trademarks was intentionally designed to trade upon J.R. Mats' goodwill and business reputation and to injure and dilute the distinctive quality of J.R. Mats' Golf Mat Trademarks in violation of 54 Pa. C.S.A. § 1124.

94. By the acts complained of herein, Defendant has lessened the capacity of the Golf Mat Trademarks to identify and distinguish J.R. Mats' golf practice mat products.

95. By the acts complained of herein, Defendant has caused and is likely to continue to cause dilution of the distinctive quality of the J.R. Mats' Golf Mat Trademarks .

96. By the acts complained of herein, Defendant has caused dilution of the distinctive quality of the J.R. Mats' Golf Mat Trademarks by blurring and/or tarnishment.

97. By the acts complained of herein, Defendant has caused dilution of the distinctive quality of J.R. Mats' Golf Mat Trademarks.

98. By means and as a result of said dilution, J.R. Mats has suffered and continues to suffer serious and substantial injury, including irreparable injury for which J.R. Mats has no adequate remedy at law.

**COUNT VIII**  
**DECLARATORY JUDGMENT THAT J.R. MATS OWNS**  
**“REAL FEEL GOLF MATS” TRADEMARK**

99. The allegations of paragraphs 1 through 98 are incorporated herein by reference.

100. This is an action for declaratory judgment pursuant to the Federal Declaratory Judgment Act, Title 28 U.S.C. §§ 2201 and 2202. An actual and justiciable controversy exists between the parties.

101. J.R. Mats was the first use mark REAL FEEL GOLF MATS in interstate commerce.

102. J.R. Mats has filed an opposition with the Trademark Trial and Appeal Board against Defendant's U.S. Trademark Application, Serial No. 85/748,439, for

the mark DURA-PRO REAL FEEL GOLF MATS, in part, on the grounds that Defendant was not the first to use the mark REAL FEEL GOLF MATS in interstate commerce, but that J.R. Mats was the first to do so and is the exclusive owner of the REAL FEEL GOLF MATS Mark.

103. Defendant has filed oppositions with the Trademark Trial and Appeal Board of the USPTO against the following J.R. Mats' U.S. Trademark Applications (hereinafter "J.R. Mats Opposed Mark").

<u>Trademark</u>	<u>Application/Registration Number</u>	<u>Opposition Number</u>
TRUE DIVOT ACTION	86/183,399	91217553
SWING DOWN AND THROUGH	86/183,394	91217551
TAKES A REAL TEE	86/183,397	91217552
NO BOUNCE	86/183,403	91217550

104. Defendant has opposed J.R. Mats' Opposed Marks, in part, on the grounds that J.R. Mats was not the first to use the marks in interstate commerce, but that Defendant was the first to do so and is the exclusive owner of the marks covered by J.R. Mats Opposed Applications.

105. J.R. Mats seeks a declaration that it was the first to use REEL FEEL GOLF MATS and J.R. Mats Opposed Applications in interstate commerce and has been using the REAL FEEL GOLF MATS mark and J.R. Mats' Opposed Marks in interstate commerce in the United States for a longer period of time than Defendant has been using the marks in commerce and for other reasons.

106. Accordingly, based on such priority, J.R. Mats seeks a declaration that it is the exclusive owner of the REAL FEEL GOLF MATS and J.R. Mats' Opposed Marks in the United States.

**COUNT IX**  
**STATUTORY TRADEMARK INFRINGEMENT - 15 U.S.C. 1114.**

107. The allegations of paragraphs 1 through 106 are incorporated herein by reference as though fully set forth herein.

108. J.R. Mats filed a trademark application on the Principal Register of the United States Patent and Trademark Office ("USPTO") for the trademark COUNTRY CLUB ELITE for golf practice mats.

109. The USPTO granted J.R. Mats Registration No. 4,497,140 (hereinafter "the '140 COUNTRY CLUB ELITE for golf practice mats. A true and correct of the '140 registration is attached as Exhibit J.

110. Defendants' use of its infringing COUNTRY CLUB REAL FEEL mark in connection with Defendants' golf practice mats, as well as in connection with Defendants' promotion, offering and sale of the same, is an infringement of J.R. Mats' COUNTRY CLUB ELITE trademark registration No. 4,497,140, all in violation of § 32 of the Lanham Act, 15 U.S.C. 1114.

111. J.R. Mats has no control over the quality of goods which are provided, promoted, advertised and sold by Defendants, with the result that Plaintiffs' valuable goodwill with respect to its trademark may be irreparably injured by the acts of Defendants complained of herein.

112. As a result of said trademark infringement, J.R. Mats has suffered and continues to suffer irreparable injury, for which it has no adequate remedy at law.

**COUNT X**  
**CANCELLATION OF U.S. TRADEMARK REGISTRATION NO. UNDER 15**  
**U.S.C. §§ 1052(d) and 1119**

113. The allegations of paragraphs 1 through 112 are incorporated herein by reference as though fully set forth herein.

114. Defendant's use of DURA-PRO GOLF MATS NO BOUNCE 'The NO BOUNCE HIT DOWN & THROUGH GOLF MATS is likely to cause, and is causing, confusion concerning the source, sponsorship and/or affiliation, of Defendant's golf practice mats sold under the name DURA-PRO GOLF MATS NO BOUNCE 'The NO BOUNCE HIT DOWN & THROUGH GOLF MATS and J.R. Mats golf practice mats sold under J.R. Mats' NO BOUNCE trademarks.

115. Upon information and belief, on or about June 30, 2011, Defendant filed the trademark application with the USPTO to register the mark DURA-PRO GOLF MATS NO BOUNCE 'THE NO BOUNCE HIT DOWN & THROUGH GOLF MATS.'

116. Upon information and belief, the application was granted and issued as U.S. Registration No. 4,193,084 ("The '084 Registration"). A true and correct copy of the registration is attached as Exhibit K.

117. J.R. Mats has valid grounds for cancelling the '937 Registration and the '084 Registration pursuant to 15 U.S.C. § 1052(d).

118. The '084 Registration is causing or is likely to cause harm to J.R. Mats and its business.

119. J.R. Mats' rights in the NO BOUNCE mark predate and are superior to any rights the Defendant may have.

120. If the '084 Registration is not canceled, J.R. Mats will continue to be subject to irreparable damage and harm and Defendant will enjoy unlawful gain an advantage to which it is not entitled under the Lanham Act.

**PRAYERS FOR RELIEF**

WHEREFORE, J.R. Mats requests that this Court enter judgment:

1. That Defendant, its agents, officers, sales representatives, servants, employees, associates, attorneys, successors and assigns, and any and all persons or entities acting by, through, under or in active concert or in participation with any or all of them, be enjoined preliminarily and permanently by Order of this Court from doing, abiding, causing or abetting any of the following:

- a. directly or indirectly infringing J.R. Mats' Golf Mat Trademarks;
- b. from passing off, inducing or enabling others to sell or pass off any goods provided by Defendant as originating from Plaintiff, which are not Plaintiff's goods or are not rendered by or under the control or supervision of Plaintiff and approved by Plaintiff;
- c. directly or indirectly engaging in any acts or activities calculated to trade upon and/or dilute and/or tarnish J.R. Mats' Golf Mat

Trademarks, and/or the reputation or goodwill of J.R. Mats, or in any manner to compete with J.R. Mats unfairly;

- d. using in the sale, offering for sale, promotion, advertising, marketing and/or distribution of its goods or services J.R. Mats' Golf Mat Trademarks, or any mark which is a variant of, simulates, imitates, is substantially similar to, or is confusingly similar to, Golf Mat Trademarks;
- e. making false or misleading statements and representations concerning the characteristics of Defendant's golf practice mat products offered for sale and/or sold by Defendant on Defendant's Website or through other retail and wholesale channels, including statements and representations concerning the face weight, denseness, and thickness of Defendant's golf practice mat products;
- f. further violating J.R. Mats' property rights and goodwill; and
- g. from otherwise competing unfairly with J.R. Mats in any manner whatsoever.

2. That J.R. Mats is the rightful and exclusive owner of the Golf Mat Trademarks, trade name, and service mark.

3. That Defendant be required to deliver up to J.R. Mats for destruction, all promotional materials, advertisements, menus, packaging, labeling and other communications to the public in the possession or under its control bearing thereon

any material or representations that are or may be false or misleading concerning the source of origin of the services offered by J.R. Mats.

4. That Defendant be required to cease all false advertising.

5. That Defendant take all necessary and appropriate steps to recall for destruction all advertising and other materials, including but not limited to packaging, advertising and promotional materials bearing the Golf Mat Trademark's, names, or any variant, colorable imitation, simulation, copy, imitation or counterfeit of J.R. Mat's Golf Mat Trademarks, and that Defendant be required to remove such infringing marks from its packaging, promotional materials, advertisements and other documents, in any media.

6. That Defendant be required to disseminate appropriate and corrective advertising and promotional materials throughout the golf industry generally and to its consumer base, including but not limited to, on the homepage of Defendant's Website ([www.dwquailgolf.com](http://www.dwquailgolf.com)), to correct Defendant's false, misleading and deceptive representations.

7. That Defendant be required to notify its customers and the golf industry generally of the precise face weight, denseness, and thickness of its golf practice mat products.

8. That Defendant be required to notify each and every customer who purchased golf mats sold under the Golf Mat Trademarks, names from Defendant's Website that the purchased golf mats were did not possess the face weight, denseness, or thickness claimed on Defendant's Website, and offering such

customers the opportunity to return the purchased golf mats for a full and complete refund.

9. That Defendant take all necessary and appropriate steps to immediately remove all references to the J.R. Mats' Golf Mat Trademarks from Defendant's Website and other locations on the Internet, including, but not limited to, from Google AdWords and any other online advertising channels, as well as immediately remove all false and/or misleading advertising claims regarding Defendant's golf practice mat products as complained of herein from same.

10. That Defendant be required to pay over to J.R. Mats all profits realized by it from its unlawful acts complained of herein.

11. That Defendant be directed to pay over to J.R. Mats all damages suffered by Plaintiff as a result of Defendant's acts herein complained of, and that such damages be trebled.

12. That Plaintiff be declared owner of the Golf Mat Trademarks.

13. That U.S. Registration No. 4,193,084 be cancelled.

14. That the award of J.R. Mats' damages and Defendant's profits be trebled as a result of Defendant's willful and deliberate infringement of J.R. Mats' Golf Mat Trademarks.

15. That the award of J.R. Mats' damages and Defendant's profits be trebled as a result of Defendant's false and/or misleading advertising.

16. That J.R. Mats be awarded punitive damages for the willful and deliberate acts of false advertising, infringement, unfair competition and other unlawful injurious acts of Defendant complained of herein.

17. That J.R. Mats be awarded its reasonable attorneys' fees and the cost of this action in view of Defendant's false advertising and willful and deliberate violation of J.R. Mats' rights.

18. That J.R. Mats be awarded such other relief as this Court deems just and proper.

**JURY DEMAND**

Plaintiff demands trial by a jury on all claims to which it is entitled.

J.R. MATS, INC.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

John J. O'Malley (PA I.D. # 68,222)  
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United Plaza  
30 S. 17<sup>th</sup> Street  
Philadelphia, Pa 19103

*Attorneys for Plaintiff  
J.R. Mats, Inc.*

# EXHIBIT A

RealFeelGolfmats.com





# EXHIBIT B

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# RealfeelGolfmats

Call Toll-Free: (800) 344-2115 .COM

**“Finally, A Golf Mat that Lets You Swing ‘Down-and-Through’ with True Divot Action For Realistic Practice – And It Even Takes A Real Tee!”**

**Improve your game by practicing on your New Country Club Elite® Real Feel Golf Mat™ All year long – at home, in your own back, garage, shed, or basement.**

- ✓ No Bounce™
- ✓ Takes A Real Tee™
- ✓ Swing Down And Through™
- ✓ True Divot Action™



[VIEW CART](#)

Golf Mat Review by Top Teacher Mike Bender



Mike Bender - PGA Teacher Of the Year  
Golf Digest Top 4 Golf Teachers

**The First Mat That Takes A Real Tee**

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**“Finally, A Golf Mat that Lets You Swing ‘Down-and-Through’ with True Divot Action For Realistic Practice – And It Even Takes A Real Tee!”**

**Improve your game by practicing on your New Country Club Elite® *Real Feel* Golf Mat™ All year long – at home, in your own back, garage, shed, or basement.**



- No Bounce™
- Takes A Real Tee™
- Swing Down And Through™
- True Divot Action™



### “I had Given Up Hope... Until I Saw The Country Club Elite® Golf Mat”

“Dear Mr. McGrath,

It was my pleasure to meet you at this years PGA show. Thank you so much for your help with our custom MEGSA Mats and also introducing me to your new Country Club Elite Mats. As you know we run multiple golf academies and have been looking for an acceptable synthetic hitting turf option for years. I had given up hope until seeing your product. It provides a true feel with true results especially on a “fat-shot”. We plan on installing your product at two of our academies this year with more to come. Best wishes for your continued success.

Sincerely,”

**Mike Bender**

Mike Bender Golf Academy - Lake Mary, FL

- #4 in Golf Digests America’s 50 Greatest Teachers
- PGA Teacher Of The Year
- Top 25 Golf School
- Coach to the pros: Zach Johnson, Seon Hwa, Johnathan Byrd, Robert Damron

[Click here for CCE Golf Mat Sizes and Pricing](#)

### “The Golf Mat Has Surpassed All My Expectations”

“A little over a year ago I invested in one of your Golf Mats. **The product has surpassed all my expectations and then some.** Being a retired person affords me the opportunity of using the mat almost daily hitting several hundred balls at each session. The mat shows zero wear even though I have not rotated it. My sincere thanks and congratulations for giving the golfing public such a marvelous training aid. Continued success with your mats.”

**Nick Cercone**

Waltham, MS

### “The Best Golf Hitting Mat Surface That I’ve Ever Seen”

“KZG is all about quality. We pride ourselves in our award winning equipment and our discerning practice of only working with the elite of the Professional Clubfitters. So, of course we wanted **the best golf mats** for our fitting center where we give advanced club fitting instruction. We ordered The Country Club Elite® Mats and have not been disappointed. The product is quite simply the best artificial golf hitting mat that I’ve ever seen as evidenced by the more accurate reads we are getting from our launch monitor and the enthusiastic response from elite club fitters from all over the globe.”

**Steve Benzin Golf**

Director of Education & Training Center

Dear Friend,

You’ve probably seen a lot of the garbage (literally) that the big retail golf stores are trying to pass off as golf mats. Most of these companies actually use the scrap from football fields or discontinued artificial turf products – chop them down into small mats – put them in glossy 4-color

boxes – and try to pass them off as golf mats.

I started manufacturing golf mats back in 2000 with the help of a patent on combining heavy mono-filament fibers. My first product the Flip-It Mats were extremely durable but hard as #@!! to hit off of. Many clubs refused to use mats at all because the industry offering was so poor.

In 2005 after listening to PGA Members demand for something more realistic and easier on the body to hit off of, I invented the Country Club Elite® Golf Mat and introduced it at the National PGA show in January 2006. It was “the first mat that could take a real tee” and drew a lot of attention.

The buzz about the product was overwhelming and word spread like the old commercial “I’ll tell 2 friends” ... “I’ll tell 2 friends. My sincere thanks to Top Teaching Professional Mike Bender and PGA President Jack Connelly who helped get the ball rolling 9 years ago.

The internet has also been extremely helpful allowing me to bring the industries best golf mats directly to you, so that you can buy the best golf practice mats direct from the manufacturer for your specific needs.

Most golf mats use a rubber tee of a predetermined height forcing you to adjust to it. The New Country Club Elite® Real Feel Long Dense Fiber System-TM accepts a *real wooden tee* allowing you to choose and vary your tee height for various clubs. Rubber tees can obstruct your club-head at the point of impact giving you a different feel than you get off of a real tee.



### **The Long Dense Fiber System-TM can even hold a real wooden tee!**

#### **“The Best Driving Range Mat That We Have Ever Used”**

“Jay, I wanted to update my letter to you. It has been a few years now and I know we were one of the first to start using your Country Club Elite® Mats at our Driving Range. We are elated with our investment. I believe that it is the best golf mat that we ever have used and our customers love the true feel of it.

I knew from the start that the “feel” of your range mat was what we were looking to provide to our customers, but an added benefit has been the incredible durability. We’ve had our first test mat for over three years and it still looks good. I will be ordering more Country Club Elite® Mats this fall to replace our old style driving range mats as soon as we can.

Thanks again for a **great product.**”

**Tom Milton**  
Walther’s Golf Range  
Evansville, IN

[Click here for CCE Real Feel Golf Mat Sizes and Pricing](#)

[Driving Range Mat Inquiries](#)

[International Shipping Inquiries \(Surprisingly Low Rates!\)](#)

#### **“Encourages Effective Ball Striking”**

“Your J.R. Mat has been a pleasure to use. Because of the depth of the artificial turf, I can practice on my deck without any problem or feeling of hurting my left elbow. I can hit down on the ball, thus encouraging effective ball striking.

It has been a joy to practice and get some good exercise without a trip to the driving range.

Thank you for making such a great product that makes it fun to practice.”

**Edward Zeidman**  
Granbury, TX

#### **“Easier On Golfers Wrists and Elbows”**

“Jay, I want to thank you for making these mats available. **I am a foot/ankle surgeon that had developed both a sore left wrist and golfer’s elbow of my right arm that was potentially leading to serious impairment. Both of these injuries were a direct result of using a very poor quality and easily available mat for practicing during our snowy winter months.**

I easily hit 100 balls a day in my garage and won’t follow my own advice and rest. Thanks to your mat I can continue to practice. Within one week my wrist was well and my elbow was almost non-existent and improving daily. Besides the obvious health benefits I find that your mat truly functions as you advertised. **It performs like a fairway in feel and lets you know if you hit it fat, again without my wrist and arm taking the abuse. An added benefit is that it wears like iron.** I wore out my previous mats within weeks yet your mat shows no wear.

Thanks again”

**Dr. Kurt Concilla**  
**Foot & Ankle Surgeon**  
 Cazenovia, NY

**Although taking a real tee was what initially attracted attention (*the sizzle*) —**

**The True Feel when hitting irons and wedges has proven to be the biggest benefit (*the steak*).**

If you ever hit irons off of a Driving Range Mat you know that a “fat shot” will look better off of a typical driving range mat than it ever will on the fairway. This is because the club will bounce and slide across the top of most mats giving false results – especially to fat shots. This is commonly referred to as the “drop-kick” effect problem that most mats have.

I first Started manufacturing high-end commercial golf range mats in 2000 utilizing patented fiber blends and in-house tufting technology. We have displayed annually at the PGA Merchandise Show and I was proud to introduce **The Country Club Elite® Real Feel golf mats** at the 2006 world wide PGA Merchandise Show in Orlando, FL where The Country Club Elite Mat was considered for the number one product featured in the New Product Pavilion. The Country Club Elite® Mat was also overwhelmingly well received that year at the National Golf Industry Show in Atlanta Georgia.



**NO  
BOUNCE!**

**Swing Down and Through**

**- Without The Bounce Other Mats Have.**

**“Country Club Elite® Mats Solve the ‘Bounce Problem’ Other Range Mats Have”**

“Hi Jay,

“I wanted to let you know that I truly believe your new Country Club Elite® Golf Mat is the best artificial surface on the market. This spring we installed 24 of your mats to create a tee line for outings and grass tee relief as needed. The product still looks like new and our members love it. It really does eliminate the problems common with most mats – there is no bounce and the feel really is REAL. I was concerned about forcing members to hit off of mats since we have always had a natural grass practice range. But the response has been so good that some of my membership would prefer to hit off of the mats even when they don’t have too. Please feel free to use me as a reference, I have already recommended you and your product to a number of clubs.



Huntingdon Valley Country Club installed 24 Country Club Elite Golf Mats on crushed stone flush with their grass tee line. [CLICK FOR LARGER IMAGE.](#)

Thanks again for a great product.”

**PGA President Jack Connelly**

Head professional at Huntingdon Valley CC, PA  
(PGA of America President 2001-2003)

Country Club Elite® *Real Feel*'s Long Dense Fiber System solves the “fat shot problem” most mats have. The Long Dense Fiber System approximates the feel of a lush fairway. If you hit down on the ball properly the club passes freely “down and through” the top fibers of the mat. However you will feel the difference on a “fat shot” because if you go too deep the long fiber system will slow the club head down as if you’ve taken a deep divot or “chucked” a shot. Because the fibers are so long and dense they absorb and dissipate the blow for immediate and realistic feedback at the point of impact AND ELIMINATES THE PROBLEMATIC “BOUNCE” OF MOST MATS.

The Country Club Elite's® Long Dense Fiber System is specifically designed to absorb the blow of a golf-shot as true fairway would providing the most realistic feel that a synthetic turf golf mat can.

With a typical golf mat the club would “bounce” on the mat for an unnatural feel and false results. Country Club Elite® *Real Feel* Golf Mat is made from unique “spring-set” grass like fibers that move, absorb, and dissipate the downward blow of a golf-shot simulating the feel of taking a divot. Since the Fiber system is so long it actually lets you **hit down on the ball** so you can practice proper “Ball-Turf” impact which dictates the quality of a golf shot – Better practice means better results. Country Club Elite® *Real Feel* gives you a true feel so that you know if you have struck the ball fat, thin, or just right.

[Click here for CCE \*Real Feel\* Golf Mat Sizes and Pricing](#)

[Driving Range Mat Inquiries](#)

[International Shipping Inquiries](#) (Surprisingly Low Rates!)

**> REALISTIC  
PRACTICE WILL  
IMPROVE YOUR  
SWING!**

This is a brand new and revolutionary design for a golf mat. The unique Long Dense Fiber System incorporates **spring-set heavy denier mono-filament grass fibers packed in so tightly that it can even hold a real wooden tee**. The Long Dense Fiber is **bonded to 5/8” thick polyethylene foam using a specially engineered urethane stabilizing layer**. The foam is designed to for **added dimensional stability** (As opposed to just using the turf itself). The secret of Country Club Elite® Golf Mat is the combination of these three components resulting in the best golf mat available anywhere. When The Country Club Elite® *Real Feel* Golf Mat is struck during a golf-shot the fibers will absorb and dissipate the blow as if taking a divot. However, if you hit a “fat” shot the fibers will duplicate the resistance you would feel “chucking” some real sod.

**“The Golf Mat is Just As Advertised – Works Great”**

“Hi Jay,

We received the mat and it is just as advertised. Works great. Thanks! We would like to order a second one now that we see that the product is as high quality as it is. Please process another order for another 5x5 mat.

Thank you!”

**Ron Lone**  
Mazama, WA

**“Practice Better and More Productively”**

“Hi Jay,

I’ve been using my new mat it’s AMAZING. (the Other guys fell apart)

Starting last year I decided that during the winter I was going to hit golf balls into a net down in my basement for a minimum of 15 minutes per day to stay prepared for the next season. I bought a mat for \$59 thinking that this mat, which was fairly thick would serve me for several years and give me a fairly true feel of hitting the ball from the fairway. The first problem was with that much use the mat started coming apart and I had to replace it the first winter. The second problem was that I could not tell when I hit the ball fat because the mat unlike natural turf allowed the club to slide across it. Your mat allowed me to feel when I hit the ball fat because it slowed down my club much like natural turf. I can also hit down on the ball with your mat without worrying about damaging the mat. That mat is durable. I’ve used it for a few weeks now and cannot detect any wear. I’m practicing better and more productively.

Thanks,”

**Andre Groves**  
Troy, OH

- **Improve your golf swing in your own back yard with your own Country Club Elite® Golf Mat.**
- **Finally a golf practice mat that lets you “Hit-Down on the golf ball” for a true feel and realistic practice.**
- **Help reduce your risk of golf range practice mat injury with Country Club Elite® Real Feel’s forgiving Long Fiber System.**
- **The Country Club Elite® Mats are built to withstand the punishment of repeated use even by wedges thanks to it’s 100% spring crimped heavy denier nylon fibers with added UV stabilizers and better abrasion resistance.**
- **Lower your score and become a more consistent player by practicing more in your own back yard, garage, shed, or basement.**
- **For less than a brand new driver (do you really need one?) you could have a commercial grade revolutionary Country Club Elite® Golf Mat that will provide you a training tool to help improve your swing.**

**NO  
BOUNCE!**

**NO “MAT FLINCH”!  
POOR MATS WILL  
HURT YOUR SWING**

Country Club Elite® Real Feel Mats are typically sold commercially as 5' x 5' and larger. I recognize the fact that this size may be larger than necessary for home use, so I'm making some special “consumer sizes” available to you on this web site.

### **New Consumer Sizes (same great product):**

**Hitting Strips from 10" x 30"**

**Mat Sizes 3'x4', 3'x5', 4'x4', 4'x5', 5'x5', 5'x10'**

**LIKE TAKING A DIVOT**

For as little as \$ 47.00 you can own a Country Club Elite® *Real Feel* Golf Mat™ and start improving your golf game. You will recoup your investment with the money saved on range balls every time practice with your new Country Club Elite® *Real Feel* Golf Mat™ (Not to mention the money you may win from your friends on the course). More importantly you will practice more since you will be able to hit balls in your own back yard (without taking divots), garage, shed, or basement. If your as busy as I am, I'm sure you don't practice your golf shots as often as you would like – now you can hit 30 balls in less than 10 minutes at lunch, after work, or on the weekend whenever you can squeeze it in. I know I hit a few hundred balls a week more than I ever have and it is starting to show on the course – Since I started practicing in my backyard i'm scoring better, having more fun, and hitting a lot more “golf-shots”.



### **100% No Hassle Satisfaction Guaranty!**

If you don't agree that your new Country Club Elite® Golf Mat is the best golf mat that you have ever hit a ball off of and you are not 100% completely satisfied, simply send it back for a courteous, no hassle, prompt refund. No other golf mat manufacturer that I know offers this type of guarantee. You have absolutely nothing to lose.

### **SPECIAL BONUS #1**

**David Lee's “Gravity Golf” (\$29.00 value)** eBook on the golf swing. David Lee pulls back the curtain on how you can teach yourself to golf using his unique drills to find the effortless golf swing inside of you.



### **Here's what the Golfing World has said about David Lee and Gravity Golf®**

“From what I have seen, I believe the teaching method you have developed could be applied with great benefit to all levels of golfers, and I am happy to give it my personal endorsement and full support.”

**Jack Nicklaus**

“Lee's theory of Gravity Golf... is the method Nicklaus – knowingly or not – has employed throughout his career.”

**Brian Peterson**

Golfweek

“David Lee would be the only guy I trust... The only reason I played well (at the PGA) is because of him.”

**Lee Trevino**

“David Lee and I have worked together on my golf game for many years. His insight on the mechanics of the golf swing are, in my opinion, second to none... I highly recommend David's teaching services to people of all ages.”

**Chi Chi Rodriguez**

“David Lee was 100% responsible for me shooting 61 in the final round at Tampa.”

**Rocky Thompson**

USA Today

### **SPECIAL BONUS #2**



I'll send you a **Free Sleeve of the best limited-flight practice balls that I have ever used.** To hit them is to love them. They feel like a real golf ball at impact but because of the design, they only fly for a short distance (about 40 yards). I couldn't



PERFECT PRACTICE



"One of the best products of the year!"

even hit a full wedge to my synthetic practice green before Birdie Ball, now I can even hit my driver. The hang time is great, so you can thoroughly enjoy a good shot. They also make a really cool "turbine sound" (kids love them) as they fly. They truly make a wonderful golf training aid because the flight is so true — you will know if you sliced it, hooked it or caught it just right.



**SPECIAL BONUS #3**



Launcher Tee is the preferred golf tee of ESPN Golf Schools.

**Longer Straighter Drives Guaranteed!** I'll send you one free Launcher Tee plus the Lab Tests to back it up. New Launcher Tee is proven in independent lab tests to out perform standard wooden tees by 8 full yards (*Increased Ball Speed, Increases Launch Angle, Less Ball Spin, Increased Carry and Roll and it's virtually indestructible!*) And yes it's **USGA conforming.**



**SPECIAL BONUS #4**

**Mike Bender DVD (\$29 value)** "One of Americas Top Ten Greatest Teacher's" – Golf Digest and CCE Real Feel Golf Mat™ User has generously offered to include one of his Top Selling Golf Instruction DVD "Basics to A world Class Swing" which includes a comprehensive look at the golf swing with golf tips and instruction on: Alignment, Path & Face Angle, Grip, Ball Position, Posture, Body Turn, Takeaway, Transition, Release, Extension, and Finish. Note: DVD Not Included With Hitting Strips.



**SPECIAL BONUS #5**

(5'x5', 5'x10' and Deluxe Combo System only)

**Free Video Swing Analysis By Top Teacher Steven Dresser (\$39 value).** For Golfers of All Skill Levels – More affordable than face-to-face lessons and more personalized than tips from books or a DVD. Steve will help you discover proven techniques to improve your golf swing of JC Video State-of-the-Art Analysis System. The JC Video Analysis software allows for slow motion viewing, frame by frame analysis, and side-by-side comparison of your swing along with being compared to what the pro's do.



**Choose the golf mat size that's right for you**

**SIZING HINTS** – If you want to hit driver we recommend a 5' mat in the heel-to-toe direction (3'x5',4'x5,5x5').Most golf driving ranges use a 5' x 5' range mat. My daughter is 8-years old and 4' – 2" tall (today) – She can hit every club in her bag off of the 3' x 4'. The advantage of a square mat is that you can rotate it and hit off of all 4 sides to increase the mats' life. Also, if you want to hit to various targets a larger mat will let you shift your stance on top of the mat more easily.

**New Consumer Sizes**



**Buy Now** 3' x 4' @ **\$239** + \$25.00 Shipping Via UPS\*

**Buy Now** 3' x 5' @ **\$299** + \$30.00 Shipping Via UPS\*

**Buy Now** 4' x 4' @ **\$319** + \$30.00 Shipping Via UPS\*



**Buy Now**  
**3 Payment Option** 4' x 5' @ **\$399** + \$35.00 Shipping Via UPS\*

**Buy Now**  
**3 Payment Option** 5' x 5' @ **\$499** + \$40.00 Shipping Via UPS\*

**Buy Now**  
**3 Payment Option** 5' x 10' @ **\$997** + \$100.00 Shipping Via UPS\*

Please feel free to phone in your order if you have any difficulty ordering online or if you have any questions.

(USA) 800.344.2115 (INT'L) 610.344.7225



### [Online Payments](#)

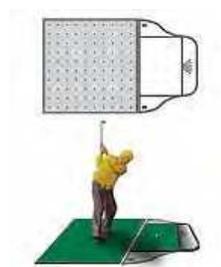
\* Shipping rates quoted above are for the continental US 48 only [Driving Range Mat Inquiries](#) [International Shipping Inquiries](#) (Surprisingly Low Rates!)

## NEW Combo Systems

**New Deluxe Combo System** – 4' x 4' Stance Mat & Rubber Tray – 20" x 36" Country Club Elite Strike Mat & Rubber Tray with attached Ball Tray

**\$699.00** + \$100.00 Shipping Via UPS\*

**Buy Now** **3 Payment Option**



**Portable Twin Combo System** – 20" x 36" Country Club Elite Mat with 20" x 36" Stance Mat

**\$197.00** + \$25.00 Shipping Via UPS\*

**Buy Now**



\* Shipping rates quoted above are for the continental US 48 only

[Driving Range Mat Inquiries](#)

[International Shipping Inquiries](#) (Surprisingly Low Rates!)

## NEW Country Club Elite™ Golf Hitting Mat Strips

**Buy Now** 10" x 30" CCE Hitting Strip @ ~~\$47~~ \$37 + \$12.50 Shipping Via UPS\* (sale while supplies last)

**Buy Now** 10" x 36" CCE Hitting Strip @ ~~\$57~~ \$47 + \$12.50 Shipping Via UPS\* (sale while supplies last)

**Buy Now** 10" x 46" CCE Hitting Strip @ ~~\$69~~ + \$13.50 Shipping Via UPS\*

**Buy Now** Stance MAT 20" x 36" @ ~~\$89~~ + \$15.00 Shipping Via UPS\*

**Buy Now** CCE MAT 20" x 36" @ ~~\$109~~ + \$15.00 Shipping Via UPS\*

Note: DVD Not Included With Hitting Strips

Please feel free to phone in your order if you have any difficulty ordering online or if you have any questions.

(USA) 800.344.2115 (INT'L) 610.344.7225



### Online Payments

\* Shipping rates quoted above are for the continental US 48 only

### Driving Range Mat Inquiries

**International Shipping Inquiries (Surprisingly Low Rates!)**



### **“The Perfect Practice Mats For Our Training School”**

“Hi Jay,

I did a lot of research looking for the perfect mats for our indoor training center at our golf school. After narrowing my choices to a few companies, it was your testimonials that convinced me to go with your product. After using the mats for over 3 months, I too am a believer and find it necessary to provide my own testimonial. We use the mats every day regardless of weather as we perform all video analysis indoors hitting through 12' X 12' garage doors. Not only do they provide a realistic feel, they still look brand new and we haven't even rotated them yet.

Thanks for making such a great product and best wishes for continued success.”

#### **Steve Dresser**

Steve Dresser Golf Academy  
Golf Magazine Top 25 in America  
2004 PGA Carolinas Section Teacher of the Year



Thank you for taking the time to view our site. I am committed to bringing you quality products and if you try them I'm confident that you'll agree.

Very best regards,

Jay R. McGrath  
President

**P.S.** Remember that the new CC Elite Real Feel Golf Mat™ lets you hit down on the ball for a true feel and realistic practice. 4 great bonuses: David Lee's "Gravity Golf" eBook, a Free Sleeve of limited-flight practice balls, Launcher Tee w/Lab Tests and Mike Bender's "Basics to A World Class Swing" instructional DVD.

### **“I Can Hit Off These Golf Mats All Day Without My Hands and Wrists Getting Sore”**

“Before The Golf Learning Center got your Country Club Elite Golf Mats I couldn't practice much because my hands would get sore. Now I can hit off of the mats all day without my hands and wrists getting sore.”

Belfair Golf Learning Center, SC



### “In Side-By-Side Test Country Club Elite Wins Hands Down”

“Jay,

In the spring of 2007 we ordered one of your Country Club Elite Mats along with one True Strike Golf Mat and one Fiberbuilt Golf Mat. My Members hit off of the three test mats for the full 2007 season and I’m happy to tell you that your mats won the side by side member test hands down.

My members really like the feel of the hitting surface and love the fact that they can use their own tees in it.

Enclosed is the order for 20 more units of your mat system for our range.

Thanks”

**Ken Lallier**  
CGCS

### “Put to the Test Members want more Country Club Elite Mats to keep their swings grooved through the winter months”

“Jay, after putting your Country Club Elite Mat to the test I would like to order some more (order enclosed). We purchased one of your Country Club Elite Mats this past spring and my members have hit off of it for most of the season. The membership is very pleased with the product and insisted that I order more for the off-season so that they can take advantage of the warm spells and practice their swings. Thanks for putting out such a great product.”

**Tom Waters**  
Golf Professional  
Essex County Club

Essex County Club in Manchester-by-the-Sea, Mass., has been selected by the United States Golf Association as the site of the 2010 Curtis Cup Match. The dates of the Match will be June 11-13. Essex County Club, the sixth member club of the USGA, originally opened in 1893. During Donald Ross’ tenure as the club’s head professional, from 1910 to 1913, he completely redesigned the course, finishing in 1917. Since then, the course has remained virtually unchanged.



[Click here for CCE Golf Mat Sizes and Pricing](#)

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[International Shipping Inquiries \(Surprisingly Low Rates!\)](#)



Tweet 12 Like 36 +1 8 Share 1

**VIEW CART**

Mike Bender - PGA Teacher Of the Year  
Golf Digest Top 4 Golf Teachers

**The First Mat That Takes A Real Tee**

## Recent Golf Mat Reviews

- [Sky Golf](#)
- [Country Club Elite Golf Mat Reviews](#)
- [Getting Up And Down Better Than Ever. Great Product!](#)
- [CC Elite Golf Mats vs The Other Guys](#)
- [Range Mat Review – Pocassat Golf Club – MA](#)
- [Brian Manzella Golf "The Best Golf Mat" golf mats review](#)
- [Brian Manzella Golf "The Best Golf Mat" golf mats review](#)
- [Golf Mats Review – Lynn Laird](#)
- [Kirk Triplett Golf Mat Review](#)
- [Almost like taking a divot – replicates what you get on the course](#)
- [We have been very happy with them](#)
- [New Practice Tee](#)
- ["My Golf Buddies Were Surprised to See The Improvement in My Golf Swing"](#)
- [The Country Club Elite Real Feel Golf is Way Better Than Any Other Golf Mat](#)
- [This mat is amazing.](#)

## Being Social



Social Buyers plugin has not been activated...

Almost like taking a divot - replicates what you get on the course.  
Todd Kolb, PGA Professional  
2008 Minnesota PGA Teacher of the Year

Very Realistic. It helps me with my teaching. The best part is that it's exactly the same reward and penalty for accurate ball/turf contact.  
Brian Manzella  
BrianManzella.com

We use Mats for 'Driver Drill' in our golf schools. They have a great feel. I've been incredibly pleased with the product and would recommend it to anybody.

David Lee  
Gravity Golf

The Best Mat for indoors - they are Fantastic! I really like that if you do hit behind the ball - you know that you did.

Steve Dresser  
Dresser Golf

Tremendous feedback - Our Members are using the range more and having more fun. The mats take a real tee and let you go down and get the golf ball.

Jeff Haluner  
PGA

21 years in the range business - This golf mat has the best feel of any we've ever used.

Paul Zadorian  
Sand Bagger Driving Range & Golf Shop

We use the Country Club Elite Golf Mats I'd recommend them. We have been very happy with them and Jay's other products.

Tom Spargo, Spargo Golf, RI

This mat is amazing. I love it. My whole family loves to hit balls on it, as you will see from my son's video attached. I set up a 100 yard golf range, with flags at 20 yards apart each. Your mat now makes it worth using, especially with short iron work.

Thank you, Keith Hays  
Brentwood, TN



"I can't imagine a better golf mat."

New Practice Tee  
Mike Bender's Golf Academy



We are happy to be using the Country Club Elite Golf Mats at our indoor facility. They are the closest thing to being outside on the fairway. These mats provide a very realistic playing surface and the 'give' helps reduce the shock at impact most driving range mats have.

Tim Norris  
Head Coach K-State Men's Golf



Veronica practicing on Butch Harmon's Personal Golf Mat in Las Vegas



**Congratulations!** Veronica won the 2012 "Las Vegas City Junior Golf Championship" G13-14 Veronica shot nearly even par golf from the regular tees, recording 9 birdies in the two days, and winning by a record 15 shots.



Twenty-four CCE 5' x 5' Golf Mats butted together to create a tee line look. Installed on a crushed stone base, located at Huntington Valley CC, PA



Miami Beach Golf Club



Severna, MD & Jon Fox, TX



90 Yds. to the Pin. CCE Mat set on 2 inches of crusher run rock base for drainage.



The feel on impact of the ball and club is unbelievable. If the contact is good, it feels like the fairways I play on and if contact is too heavy, you will feel the difference...



It looks and feels awesome. You can not even tell that he hits off of it. I thought that you would be able to see scuff marks, but not at all. It feels like a plush fairway on a resort course... not hard on the feet at all...



...because of the depth of the artificial turf, I can practice on my deck without any problem or feeling of hurting my left elbow when I hit down on the ball, thus encouraging effective ball striking.



90 Yds. to the Pin. CCE Mat set on 2" of crusher run rock base for drainage.



Deluxe Combo System at Hillwood Country Club, Louisville, KY



Jay, I am more than pleased with my mat. I was very impressed with the quality. It is so dense, you can bury your fingers in it. It holds tees in different positions very well.



Thanks for the great golf mat Jay! It is as close as I've seen to acting like the real turf. I have added it to my golf teaching bag.



Afghanistan



Thanks To My New Golf Mat I've Lowered My Score by 5 Strokes.

*"The NO CONTEST Best Golf Mat"  
"I use it"  
"Wouldn't use anything else"  
Brian Manzella*



Brian Manzella 2009 All Star

The NO CONTEST Best Golf Mat. I use it. Wouldn't use anything else.



My personal barefoot beer drinking driving range. I really enjoy the new mat. I am able to hit down & through the mat. It's the same feeling as hitting off a well maintained high end fairway. I am sure to get many years of enjoyment out of this backyard golf upgrade. I started at 9AM and finished about 3PM. I got everything for the install at Home Depot for about \$200. I love it, Thanks for everything.



During the winter months here in Colorado I can now go 'hit the range' regardless of the weather outside. It's very convenient to have the setup right here so I don't waste the time driving to a range and back again. Finally, what I find myself doing now is reading articles or swing tips online, then being able to head right into the garage and practice what I just read. It is as convenient as having a full range in the backyard! I like the feel to stand on and when swinging through the ball. It has the feel of a fairway, and if I hit it fat, I know it. I also love the fact that I can put a tee in the mat and hit my driver. I am very happy I found your site on the web and ordered the mat from you.



Mel Sole  
 Director of Instruction,  
 Owner of the Ritson-Sole Golf Schools

*"I refused to use mats at the Ritson-Sole Golf Schools until I found the Country Club Elite Mat, If your considering a practice mat this is the one I recommend." -- Mel Sole*



**GOLF20X**

3x5 CC Elite Golf Mat - Selected as the exclusive golf mat at Golf20X

"The Most Innovative Products in Golf".



PGA Tour & Champions Tour Winner Kirk Triplett at home on his 5x5 CCE Golf Mat



Roberto Borgatti's "Sky Golf" Studio with sweeping Manhattan sky-line views. 5x10 Country Club Elite Mat bordered by Quick & True Putting Turf.



We use the CCE Deluxe Combo Units in our fitting centers because their outstanding durability, ease of replacing parts as opposed to the whole unit.

Buddy Christensen, Owner  
Golfdom



I am very happy with my golf mat and the accompanying stance mat. I can use it on my deck with the Birdieballs or I can use it on the grass to hit real balls into the woods behind my house. It has really enabled me to get in an extra half hour of

practice most every day during lunch breaks or in the evenings. The results pay off big time. I have reduced my handicap index 3 strokes to a 10 and now I plan to go down to 6 or 7. The mat has a great feel (not quite like the real thing) and I would recommend it to anyone. You can even feel "fat" shots when they occur. Thanks for a great product.

Jon Sundstrom

## Video Golf Tips

- [Chipping Vs. Pitching 2.0](#)
- [Putting Tips](#)
- [Stop Slicing Your Driver: Best Tip to Fix Sli...](#)
- [Golf chipping tips for your new clubs](#)
- [Discmania Deep in the Game: Ep 3 – Side...](#)
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- [David Leadbetter: Basics Of Your Putting Stro...](#)
- [3 Golf Tips For Better Chipping](#)
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- [Golf Chipping Tips | Hit Better Chip Shots by...](#)
- [Golf Instruction – The Proper Golf Grip](#)
- [Nick Watney: My Putting Drill-Putting Tips-Go...](#)
- [Golf Chipping Tips | The More Conservative Ap...](#)
- [Golf Tips: Driving under pressure](#)

## Recent Golf Mat Reviews

- [Sky Golf](#)
- [Country Club Elite Golf Mat Reviews](#)
- [Getting Up And Down Better Than Ever. Great Product!](#)
- [CC Elite Golf Mats vs The Other Guys](#)
- [Range Mat Review – Pocassat Golf Club – MA](#)
- [Brian Manzella Golf "The Best Golf Mat" golf mats review](#)
- [Brian Manzella Golf "The Best Golf Mat" golf mats review](#)
- [Golf Mats Review – Lynn Laird](#)
- [Kirk Triplett Golf Mat Review](#)
- [Almost like taking a divot – replicates what you get on the course](#)
- [We have been very happy with them](#)
- [New Practice Tee](#)
- ["My Golf Buddies Were Surprised to See The Improvement in My Golf Swing"](#)
- [The Country Club Elite Real Feel Golf is Way Better Than Any Other Golf Mat](#)
- [This mat is amazing.](#)
- ["I can't imagine a nicer golf mat "](#)

## Golf Mat Resources

- [Golf Chipping Mat](#)
- [Golf Driving Mat](#)
- [Golf Practice Mats](#)
- [Golf Pitching Mat](#)
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The Ultimate in Commercial WoodTee Golf Mats WITH PRO TURF!™##

**Swing Down & Through      No Bounce      True Divot Action**



**3' x 5' Dura-Pro Plus™ Real Feel  
Country Club WoodTee™ Golf Mat**

**10 Year Warranty  
with UV Protection**



**DURA-PRO "The No Bounce Hit Down & Through Golf Mats"™  
Pay Less! Buy Factory Direct**

Perfect For

**Driving Ranges**

**Tee Lines**

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 **As Seen on the Golf Channel**



**Out Performs & Makes All Other Mats Obsolete!**

# Use Your Own Wooden Tees



Swing Down and Through  
**NO Bounce!**  
 Easy On Elbows & Wrists  
 Dense Spring Tech Fiber System™  
 Takes a Real Wood Tee  
 True Divot Action  
 Vary Your Tee Height - Use With All Clubs



## For Use With All Clubs

**FOR HEAVY IRON AND DRIVER USE!**



### Real Feel

DURA-PRO

"The No Bounce

Hit Down & Through Golf Mats"™



- No bounce
- Swing Down & Through
- True Divot Action
- USE ALL CLUBS



Get the Real Feel with a Dura-Pro Plus™ WoodTee™ Golf Mat Today!

Dura-Pro Plus™ Golf Mats Out Last Them All™

Everyone is always comparing their mats to a Dura-Pro™ Mat. To be fair, let's ask an impartial 3rd party... STANLEY!

### Dura-Pro™ Real Feel Country Club WoodTee™ Golf Mats Features & Facts

- Use Real Tees

- Industrial Bonded - Not Glued

- Approx. 1 3/4" Thick
- 100% MADE IN THE USA NYLON
- 162oz Face Weight
- 10 Year UV Protection
- 30% Denser than Similar Mats



- Will Not Stain Clubs
- Indoor / Outdoor
- Real Feel Technology™
- True Feel Golf Mat™
- USE ALL CLUBS

**More about the Dura-Pro™ Spring Tech WoodTee Turf System™ with Real Feel Technology™**

- Dura-Pro Golf Mats are constructed with the latest state-of-the-art Spring Tech 3D Fibers.
- The Dura-Pro shock absorbing Spring Tech Fibers™ absorb and solve the typical bounce problem!
- **FAT SHOTS? No Problem! Hit Down & Through! Groove Your Golf Swing! Hit the ball first! Hit down and under, accelerate through the ball, TAKING A DIVOT, just like you are on a real fairway!**
- The Dura-Pro 3D fibers react to give you the feel of a TRUE DIVOT!
- The 3D Fibers are so compact it allows you to set your own tee height. YES! You can use a real wood tee!
- There are several similar mats on the market and some of the mats make you feel like you are standing on a trampoline. When you are standing and hitting on our Dura-Pro 3D Fiber System™, we are sure you will agree that Dura-Pro's stable 3D Fiber System™ feels like a TRUE FAIRWAY providing the perfect stance and feel!
- **Great Golf Practice Starts With A Great Golf Mat!™**  
**For 12 Years, Dura-Pro Plus Golf Mats have out-sold the competition!**  
**Dura-Pro Golf Mats Out Last All Other Mats in QUALITY, PRICE AND DELIVERY!**

**IF IT DOES NOT SAY DURA-PRO... IT IS NOT DURA-PRO QUALITY!**

**Dura-Pro the Most Respected Name in Golf Mats**

**Pay Less - Buy Factory Direct - Better Mat = Better Practice**

**Real Feel Golf Mats**

**At Dura-Pro Sports, We Don't Just Sell Any Golf Mat, WE ENGINEER THEM!**

**Dura-Pro™ Real Feel Country Club WoodTee™ Golf Mats are for use in high traffic commercial settings or for the home owner who demands the best mat available!**

### Pay Less! Buy Factory Direct

We offer a 10 Year Warranty, 10 Year UV Protection  
Dura-Pro is simply the best golf mat made!

Your Low Price: \$256.00

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### Dura-Pro™ Offers Commercial Driving Range Discounts



#### We offer discounts

when shipping  
6 or more golf mats  
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### Do you need a GOLF NET to go with your GOLF MAT?

Buy this mat with any combination of these golf nets  
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To Create Your Dura-Pro Practice Center



Create  
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Practice  
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Golf Cage Measures  
10'(h) x 10'(w) x 10'(d)

6 Golf Mat Sizes  
to Choose From

Target Net +  
Real Feel Country Club WoodTee Mat

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To Create You Dura-Pro Practice Center



Create  
Your Own  
Backyard  
Practice  
Center

Target Net Measures  
(11' 10"w x 7'h x 5'd)

6 Golf Mat Sizes  
to Choose From

High Velocity Golf Net +  
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To Create Your Dura-Pro Practice Center



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High Velocity Measures  
8'(h) x 7'(w)

6 Golf Mat Sizes  
to Choose From



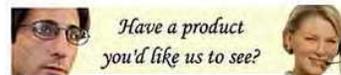
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Seen On The Golf Channel - New Multi-Club Mats-Nets

**The Real Feel Golf Mat | Practice How You Play**

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Improve your game by practicing on your New Country Club Elite® Real Feel Golf Mat™ All year long – at home, in your own back, garage, shed, or basement.  
The Best Driving Range Mats - Golf Mats - F.A.Q. - How To Install Your Golf Mat

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Rating: 4.8 - 8 reviews - \$399.00  
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Country Club Elite Golf Mats® No Bounce™, Takes A Real Tee™, Swing Down And ...  
Country Club Elite® Real Feel give you a true feel so that you know if you ...

**At Home on the Range-Golf Net Real Feel Golf Mats - YouTube**



[www.youtube.com/watch?v=L8nQFWIXD4](http://www.youtube.com/watch?v=L8nQFWIXD4)   
Oct 21, 2012 - 9 min - Uploaded by 09HDSofT  
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\$114.99 - In stock  
Premium CC Elite Real Feel Golf Mat Hitting Strip 10 x 60 GolfMat Golf Matt in Sporting Goods, Golf, Training Aids | eBay.

**Real Feel Country Club Elite Golf Mat Review - The Hackers Paradise**

[www.thehackersparadise.com/.../showthread.php?...Real-Feel...Golf-Mat...](http://www.thehackersparadise.com/.../showthread.php?...Real-Feel...Golf-Mat...)   
Let me start by saying I am in no way affiliated with Real Feel Mats or even anyone that works for them. I'm just a 22 (ugh) handicapper that is ...

**golf mat - Instruction & Academy - GolfWRX**

[www.golfwrx.com/forums/topic/214540-golf-mat/](http://www.golfwrx.com/forums/topic/214540-golf-mat/)   
golf mat - posted in Instruction & Academy: Can anyone make a ... I've got the Real Feel mat,had it for about 2 yrs.now,and shows no signs of ...

**Dura-Pro Real Feel Country Club Woodtee Golf Mats - Dura-Pro ...**

[duraprologolfmats.com/Dura-Pro-Real-Feel-Country-Club-Woodtee-Golf-Mats.html](http://duraprologolfmats.com/Dura-Pro-Real-Feel-Country-Club-Woodtee-Golf-Mats.html)   
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## Dura-Pro™ Golf Mats Make All Other Mats Obsolete!™

**Before You Buy ANY Golf Mat Other Than A Dura-Pro**

**CLICK HERE**

**Get The Facts Before You Buy!**

Dura-Pro™ is a registered trademark of D W Quail Golf

Dura-Pro™ is the # 1 Mat in Golf!™

**MADE IN THE USA**

Dura-Pro Plus™ offers the **largest variety** of golf mats available

Made from the **highest quality materials** right in Georgia, the golf mat capital of the world

**FREE Almost Golf Balls & Tees**

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with select Dura-Pro™ Plus Golf Mat orders!

## As Seen on the Golf Channel

**Buy Direct and SAVE!**

**100% Virgin Nylon NOT POLY!**

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 Choose the mat that is right for you!

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**Makes All Other Residential Golf Mats Obsolete!**

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See them all!



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**World's Only Residential Multi-Club Golf Mat of its kind**

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**World's Best Commercial Golf Mat**

**Out Performs & Makes All Other Mats Obsolete!**

**Use Your Own Wooden Tees**



- Swing Down and Through
- NO Bounce!**
- Easy On Elbows & Wrists
- Dense Spring Tech Fiber System™
- Takes a Real Wood Tee
- True Divot Action
- Vary Your Tee Height - Use With All Clubs

**For Use With All Clubs**

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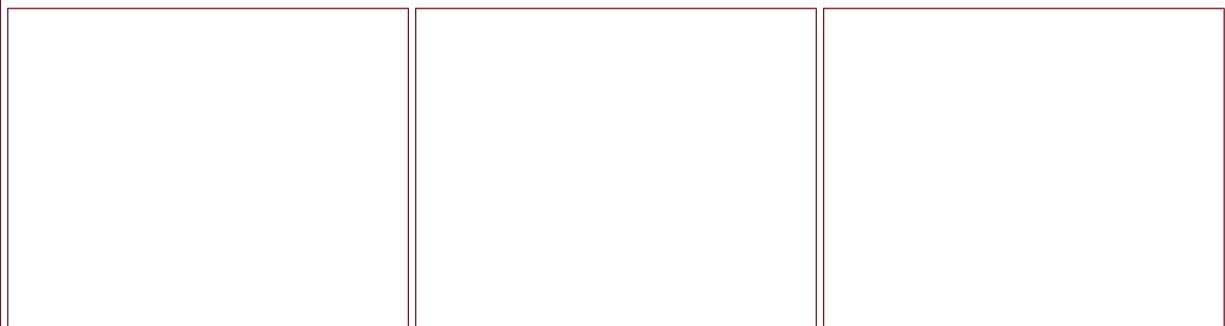
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See them all!

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**Dura-Pro Real~Feel™** Indoor/Outdoor  
 2-4 tee holes depending on size of mat  
 Rubber tees included



**Our turf is 30% more dense!**

**Dura-Pro Plus™ Residential Golf Mats**

Dura-Pro™ Plus Tough Turf™ outlasts the competition™!

**FREE Almost Golf Practice Balls!**



Dura-Pro™ exclusive OLaOM-20-29 NO-SHOCK Super Tough Basepad!

Use Woods, Drivers, & Irons

Makes All Other Mats Obsolete!™

**8 Year UV Protection**

**Quality Guarantee**

**Warranty with 8 Year UV Protection**

**Free Shipping**

**1' x 2' High Tech™ Irons-Wedges Golf Mat**

**#1 Mat for Irons-Wedges**



**Super Shock Absorption**

**200,000 Swings & Still Just Like NEW!**

FREE Balls & Tees *WITHOUT* Golf Ball Tray

**CLICK PICTURE FOR MORE INFO**

**1' x 2' High Tech™ Irons-Wedges Golf Mat**

**#1 Mat for Irons-Wedges**



**Super Shock Absorption**

**200,000 Swings & Still Just Like NEW!**

FREE Balls & Tees *With* Golf Ball Tray

**CLICK PICTURE FOR MORE INFO**

**1' x 2' Residential Golf Mat**



FREE Balls & Tees *WITHOUT* Golf Ball Tray

**CLICK PICTURE FOR MORE INFO**

**1' x 2' Residential Golf Mat with Ball Tray**



**FREE SHIPPING!**  
 FREE Balls & Tees *With* Golf Ball Tray

**CLICK PICTURE FOR MORE INFO**

**3' x 4' Residential Golf Mat**



**FREE SHIPPING!**  
 FREE Balls & Tees  
 FREE Golf Ball Tray

**CLICK PICTURE FOR MORE INFO**

**3' x 5' Residential Golf Mat**



**FREE SHIPPING!**  
 FREE Balls & Tees  
 FREE Golf Ball Tray

**CLICK PICTURE FOR MORE INFO**

**4' x 4' Residential Golf Mat**



**FREE SHIPPING!**  
 FREE Balls & Tees  
 FREE Golf Ball Tray

**CLICK PICTURE FOR MORE INFO**

**4' x 5' Residential Golf Mat**



**FREE SHIPPING!**  
 FREE Balls & Tees  
 FREE Golf Ball Tray

**CLICK PICTURE FOR MORE INFO**

**4' x 6' Residential Golf Mat**

**5' x 5' Residential Golf Mat**

**5' x 5' OCTAGON Residential Golf Mat**

**Dura-Pro™ Fairway/ Rough Mat Golf Mat**

 <p><b>FREE SHIPPING!</b>          FREE Balls &amp; Tees          FREE Golf Ball Tray</p> <p>CLICK PICTURE FOR MORE INFO</p>	 <p><b>FREE SHIPPING!</b>          FREE Balls &amp; Tees          FREE Golf Ball Tray</p> <p>CLICK PICTURE FOR MORE INFO</p>	 <p><b>FREE SHIPPING!</b>          FREE Balls &amp; Tees          FREE Golf Ball Tray</p> <p>CLICK PICTURE FOR MORE INFO</p>	 <p><b>FREE Balls &amp; Tees</b></p> <p>CLICK PICTURE FOR MORE INFO</p>
<p><b>Dura-Pro Golf Ball Tray</b></p>  <p>CLICK PICTURE FOR MORE INFO</p>	<p><b>Professional Quality Deluxe Rubber Golf Ball Tray</b></p>  <p>Extreme Durability</p> <p>CLICK PICTURE FOR MORE INFO</p>	<p><b>Dura-Pro™ Target Net</b></p>  <p>11' 10" wide x 7' tall x 5' deep</p>	
<p>Before you buy any mat consider this:</p> <div style="display: flex; align-items: center;">  <div> <p><b>Dura-Pro™ Plus Golf Mats with Tough Turf Out Last the Competition!™</b></p> <p>We only sell quality mats.</p> <p>You can get a cheap mat for a few dollars less, however, they won't last!</p> <p>Buying a Dura-Pro™ Plus Mat Guarantees Years of Use!</p> </div> </div>			



**Each Dura-Pro™ Plus Mat comes with Rubber Tees**

[Buy extra tees by clicking here!](#)



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<p><b>FREE GOLF BALL TRAY</b>          Holds 40 Golf Balls</p>  <p><b>Quality GUARANTEE</b></p>  <p><i>IN USE AT DRIVING RANGES EVERYWHERE AND USED BY DISCRIMINATING HOME OWNERS WHO DEMAND THE BEST!</i></p>	<p><b>Dura-Pro Plus™ Commercial Driving Range Golf Mats</b></p> <p>Dura-Pro™ Plus Tough Turf™ outlasts the competition™!</p> <p><b>FREE Almost Golf Practice Balls!</b></p>	 <p>Indoor/Outdoor          2-4 tee holes depending on size of mat          Rubber tees included          Use Woods/Drivers/Irons</p> <p><b>100% Nylon Tough Turf™</b>  <b>30% More Dense Than Other Mats!</b></p> <p><b>Warranty with 8 Year UV Protection</b></p>
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<p><b>Quality Guarantee</b></p> <p>1' x 2' High Tech™ Irons-Wedges Golf Mats  <b>#1 Mat for Irons-Wedges</b></p>  <p>Super Shock Absorption</p> <p><b>200,000 Swings &amp; Still Just Like NEW!</b></p> <p>FREE Balls &amp; Tees WITHOUT Golf Ball Tray</p>	<p><b>Warranty with 8 Year UV Protection</b></p> <p>15" x 30" Commercial Driving Range Golf Mat</p>  <p><b>FREE SHIPPING!</b>          FREE Balls &amp; Tees WITHOUT Golf Ball Tray</p>	<p><b>Free Shipping</b></p> <p>15" x 30" Commercial Driving Range Golf Mat with Ball Tray</p>  <p><b>FREE SHIPPING!</b></p>	<p><b>Free Shipping</b></p> <p>1' x 4' Commercial Driving Range Golf Mat with Ball Tray</p>  <p><b>FREE SHIPPING!</b></p>
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<p><a href="#">CLICK PICTURE FOR MORE INFO</a></p>	<p><a href="#">CLICK PICTURE FOR MORE INFO</a></p>	<p><b>FREE Balls &amp; Tees With Golf Ball Tray</b> <a href="#">CLICK PICTURE FOR MORE INFO</a></p>	<p><b>FREE Balls &amp; Tees FREE Golf Ball Tray</b> <a href="#">CLICK PICTURE FOR MORE INFO</a></p>
<p><b>3' x 4' Commercial Driving Range Golf Mat</b></p>  <p><b>FREE SHIPPING!</b> FREE Balls &amp; Tees FREE Golf Ball Tray <a href="#">CLICK PICTURE FOR MORE INFO</a></p>	<p><b>3' x 5' Commercial Driving Range Golf Mat</b></p>  <p><b>FREE SHIPPING!</b> FREE Balls &amp; Tees FREE Golf Ball Tray <a href="#">CLICK PICTURE FOR MORE INFO</a></p>	<p><b>4' x 4' Commercial Driving Range Golf Mat</b></p>  <p><b>FREE SHIPPING!</b> FREE Balls &amp; Tees FREE Golf Ball Tray <a href="#">CLICK PICTURE FOR MORE INFO</a></p>	<p><b>4' x 5' Commercial Driving Range Golf Mat</b></p>  <p><b>FREE SHIPPING!</b> FREE Balls &amp; Tees FREE Golf Ball Tray <a href="#">CLICK PICTURE FOR MORE INFO</a></p>
<p><b>4' x 6' Commercial Driving Range Golf Mat</b></p>  <p><b>FREE SHIPPING!</b> FREE Balls &amp; Tees FREE Golf Ball Tray <a href="#">CLICK PICTURE FOR MORE INFO</a></p>	<p><b>5' x 5' Commercial Driving Range Golf Mat</b></p>  <p><b>FREE SHIPPING!</b> FREE Balls &amp; Tees FREE Golf Ball Tray <a href="#">CLICK PICTURE FOR MORE INFO</a></p>	<p><b>5' x 5' Octagon Commercial Driving Range Golf Mat</b></p>  <p>Lasts 8 Times Longer!</p> <p><b>FREE SHIPPING!</b> FREE Balls &amp; Tees FREE Golf Ball Tray <a href="#">CLICK PICTURE FOR MORE INFO</a></p>	<p><b>Professional Quality Deluxe Rubber Golf Ball Tray</b></p>  <p>Extreme Durability</p> <p><a href="#">CLICK PICTURE FOR MORE INFO</a></p>

**We offer special pricing when you buy large quantities of any mat!**

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 <p><b>Adjustable Wood Tee Plug</b></p> <p><b>Multi-Club Practice</b></p>	<p><b>Dura-Pro™ Multi-Club Champion WoodTee™ Driver - Iron - Fairway Wood Golf Mat</b></p> <p>Premium Nylon Golf Mats With Dura-Turf™</p> <p><b>World's Only Residential Multi-Club Golf Mat of its kind</b></p> <p><i>Exclusively By Dura-Pro™</i></p> <p><b>FREE SHIPPING!</b></p>	<p><b>For Heavy Iron &amp; Driver Use</b></p> <p>Dura-Pro Golf Mats™</p>  <p><b>NO BOUNCE</b></p> <p><small>™The NO BOUNCE Hit Down &amp; Through Golf Mats™</small></p> <p><b>Use With All Clubs!</b></p>
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**Quality Guarantee**

**8 Year Warranty**

**Free Shipping**

<p><b>The No Bounce Hit Down &amp; Through Golf Mats™</b></p>  <p><b>Dura-Pro Real~Feel™ Technology</b></p> <p><b>True Divot Action™</b></p>	<p><b>Dura-Pro Multi-Club 1' x 2' Champion WoodTee Driver - Iron - Fairway Golf Mat</b></p>  <p><b>FREE SHIPPING!</b> FREE Balls &amp; Tees FREE Golf Ball Tray <a href="#">CLICK PICTURE FOR MORE INFO</a></p>	<p><b>Dura-Pro Multi-Club 3' x 4' Champion WoodTee Driver - Iron - Fairway Golf Mat</b></p>  <p><b>FREE SHIPPING!</b> FREE Balls &amp; Tees FREE Golf Ball Tray <a href="#">CLICK PICTURE FOR MORE INFO</a></p>	<p><b>Dura-Pro Multi-Club 3' x 5' Champion WoodTee Driver - Iron - Fairway Golf Mat</b></p>  <p><b>FREE SHIPPING!</b> FREE Balls &amp; Tees FREE Golf Ball Tray <a href="#">CLICK PICTURE FOR MORE INFO</a></p>
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**# 1 Choice For Home Owners Who Want The BEST!**

<p>Dura-Pro Multi-Club 4' x 4' Champion WoodTee Driver - Iron - Fairway Golf Mat</p>  <p><b>FREE SHIPPING!</b> FREE Balls &amp; Tees FREE Golf Ball Tray</p> <p>CLICK PICTURE FOR MORE INFO</p>	<p>Dura-Pro Multi-Club 4' x 5' Champion WoodTee Driver - Iron - Fairway Golf Mat</p>  <p><b>FREE SHIPPING!</b> FREE Balls &amp; Tees FREE Golf Ball Tray</p> <p>CLICK PICTURE FOR MORE INFO</p>	<p>Dura-Pro Multi-Club 4' x 6' Champion WoodTee Driver - Iron - Fairway Golf Mat</p>  <p><b>FREE SHIPPING!</b> FREE Balls &amp; Tees FREE Golf Ball Tray</p> <p>CLICK PICTURE FOR MORE INFO</p>	<p>Dura-Pro Multi-Club 5' x 5' Champion WoodTee Driver - Iron - Fairway Golf Mat</p>  <p><b>FREE SHIPPING!</b> FREE Balls &amp; Tees FREE Golf Ball Tray</p> <p>CLICK PICTURE FOR MORE INFO</p>
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D W Quail Golf has the largest selection of golf mats available!  
 Your Golf Mat Experts!™

**Buy Direct and Save!**

The Ultimate in Commercial WoodTee Golf Mats WITH PRO TURF!™

Swing Down & Through



No Bounce



True Divot Action

**Out Performs & Makes All Other Mats Obsolete!**

**Use Your Own Wooden Tees**  
 10 Year Warranty UV Protection

- Swing Down and Through
- NO Bounce!**
- Easy On Elbows & Wrists
- Dense Spring Tech Fiber System™
- Takes a Real Wood Tee
- True Divot Action
- Vary Your Tee Height - Use With All Clubs

**For Use With All Clubs**



Perfect For

**Driving Ranges**

**Tee Lines**

**Golf Courses**

3' x 4' Real Feel  
Country Club WoodTee  
by Dura-Pro



CLICK PICTURE FOR MORE INFO

3' x 5' Real Feel  
Country Club WoodTee  
by Dura-Pro



CLICK PICTURE FOR MORE INFO

4' x 4' Real Feel  
Country Club WoodTee  
by Dura-Pro



CLICK PICTURE FOR MORE INFO

		CLICK PICTURE FOR MORE INFO
<p>4' x 5' Real Feel Country Club WoodTee by Dura-Pro</p>  <p>CLICK PICTURE FOR MORE INFO</p>	<p>5' x 5' Real Feel Country Club WoodTee by Dura-Pro</p>  <p>CLICK PICTURE FOR MORE INFO</p>	<p>5' x 10' Real Feel Country Club WoodTee by Dura-Pro</p>  <p>CLICK PICTURE FOR MORE INFO</p>

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 <p><b>Ultra Tall</b>  <b>Commercial Turf</b></p>	<p>Ultra-Premium Commercial Grade  <b>Dura-Pro Plus™ Zoysia Fairway Ultimate Driving Range Golf Mats</b>                  With Ultra-Tall Dura-Turf™                  Dura-Pro™ Plus Tough Turf™ outlasts the competition!™</p>	 <ul style="list-style-type: none"> <li>Indoor/Outdoor</li> <li>2-4 tee holes depending on size of mat</li> <li>Rubber tees included</li> <li>Use Woods/Drivers/Irons</li> <li>100% Nylon</li> <li>8 Year UV Protection</li> </ul>
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Quality Guarantee

8 Year Warranty

Free Shipping

<p>1'x2' Zoysia Fairway Golf Mat COMMERCIAL</p>   <p>FREE Balls &amp; Tees</p> <p>CLICK PICTURE FOR MORE INFO</p>	<p>1'x4' Zoysia Fairway Golf Mat COMMERCIAL</p>   <p>FREE Balls &amp; Tees With Golf Ball Tray</p> <p>CLICK PICTURE FOR MORE INFO</p>	<p>3'x4' Zoysia Fairway Golf Mat COMMERCIAL</p>   <p>FREE Balls &amp; Tees With Golf Ball Tray</p> <p>CLICK PICTURE FOR MORE INFO</p>	<p>3'x5' Zoysia Fairway Golf Mat COMMERCIAL</p>   <p>FREE Balls &amp; Tees With Golf Ball Tray</p> <p>CLICK PICTURE FOR MORE INFO</p>
<p>4'x4' Zoysia Fairway Golf Mat COMMERCIAL</p>   <p>FREE Balls &amp; Tees With Golf Ball Tray</p> <p>CLICK PICTURE FOR MORE INFO</p>	<p>4'x5' Zoysia Fairway Golf Mat COMMERCIAL</p>   <p>FREE Balls &amp; Tees With Golf Ball Tray</p> <p>CLICK PICTURE FOR MORE INFO</p>	<p>4'x6' Zoysia Fairway Golf Mat COMMERCIAL</p>   <p>FREE Balls &amp; Tees With Golf Ball Tray</p> <p>CLICK PICTURE FOR MORE INFO</p>	<p>5'x5' Zoysia Fairway Golf Mat COMMERCIAL</p>   <p>FREE Balls &amp; Tees With Golf Ball Tray</p> <p>CLICK PICTURE FOR MORE INFO</p>

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Perfect fairway impact feel

Hit down and through

**FairwayPro Divot Simulator**



Experience the feeling of hitting off the fairway and properly taking a divot!

[CLICK PICTURES FOR MORE INFO](#)

**High Tech™ with Dura-Pro™ Shock Elimination Technology!™**

#1 Mat for Irons-Wedges



200,000 Swings & Still Just Like NEW!

[CLICK PICTURE FOR MORE INFO](#)

Eliminate shock to the body and club shafts

Consistent down and through swing

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**Accurate Swing Analyzer**  
**Play Up To 4 People**  
**Live Feedback**  
**Play Championship Courses**



[CLICK PICTURE FOR MORE INFO](#)

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**We offer many styles of high quality mats**  
**Each tested and proven to offer unique benefits to your game**



**Fiberbuilt 3x5 Golf Mat**



Includes Ball Tray  
**FREE SHIPPING**

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**Fiberbuilt 4x5 Golf Mat**



Includes Ball Tray  
**FREE SHIPPING**

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**Fiberbuilt 5x5 Golf Mat**



Includes Ball Tray  
**FREE SHIPPING**

[CLICK PICTURE FOR MORE INFO](#)

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**We offer many styles of high quality mats**  
**Each tested and proven to offer unique benefits to your game**



<p><b>Divot Hit Fairway Mat</b></p>  <p>CLICK PICTURE FOR MORE INFO</p>	<p><b>Golfer's Footprint Hitting Mat</b></p>  <p>CLICK PICTURE FOR MORE INFO</p>	<p><b>Dura-Pro™ Fairway/ Rough Mat Golf Mat</b></p>  <p>FREE Balls &amp; Tees</p> <p>CLICK PICTURE FOR MORE INFO</p>	<p><b>Rope-It Backyard Practice Range</b></p>  <p>CLICK PICTURE FOR MORE INFO</p>
<p><b>Swing Path ST</b></p>  <p>CLICK PICTURE FOR MORE INFO</p>	<p><b>Swing Path ST Deluxe</b></p>  <p>CLICK PICTURE FOR MORE INFO</p>		
<p><b>Take 10-12 Strokes Off Your Game</b></p> <p>Select one of Mike's Award Winning DVD's Coming Soon to the Golf Channel</p> <p>Click Here</p>  <p><b>Play Better Golf!</b></p> <p>Mike O'Leary Coach to the Stars</p>		<p><b>Get Your Swing Ready For Spring!</b></p> <p><b>Dura-Pro Impact Recording Decals</b></p>  <p>Click Here</p> <p><b>SEE Your Swing - FIX Your Swing</b></p>	

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**FREE SHIPPING On All Mat/ Net Combos!**  
**Build Your Own Dura-Pro™ Backyard Practice Center**  
**Choose Your Mat / Choose Your Net**  
 Click below to see more information and to order!

<p><b>Golf Cage / Golf Mat Combos</b></p>  <p>Click Here</p> <p>10'x10'x10' Cage Golf Mat of Your Choice</p>	<p><b>Target Net / Golf Mat Combos</b></p>  <p>Click Here</p> <p>11' 10" x 7' x 5' Net Golf Mat of Your Choice</p>	<p><b>High Velocity Net / Golf Mat Combos</b></p>  <p>Click Here</p> <p>7' x 8' Golf Net Golf Mat of Your Choice</p>	<p><b>Impact Panel/ Golf Mat Combos</b></p>  <p>Click Here</p> <p>Golf Impact Panel and Golf Mat of Your Choice</p>
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Customer Service

# Dura-Pro™

the #1 Mat in Golf



Residential Golf Mats	Commercial Driving Range Mats	Multi-Club Champion WoodTee Golf Mats	Real Feel Country Club WoodTee Golf Mats	Zoysia Ultimate Fairway Driving Range Mats	Opti-Turf Optishot Golf Mats	High Velocity Golf Nets
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**Dura-Pro™ Real Feel Country Club WoodTee™ Golf Mats**  
*The Ultimate in Commercial WoodTee Golf Mats WITH PRO TURF!™*  
**# 1 Choice For Driving Ranges & Home Owners Who Want the BEST!**



**Swing Down & Through    No Bounce    True Divot Action**



**Commercial Country Real Feel™  
Commercial WoodTee Golf Mat**

**10 Year UV Protection**

**DURA-PRO "The No Bounce Hit Down & Through Golf Mats"™**

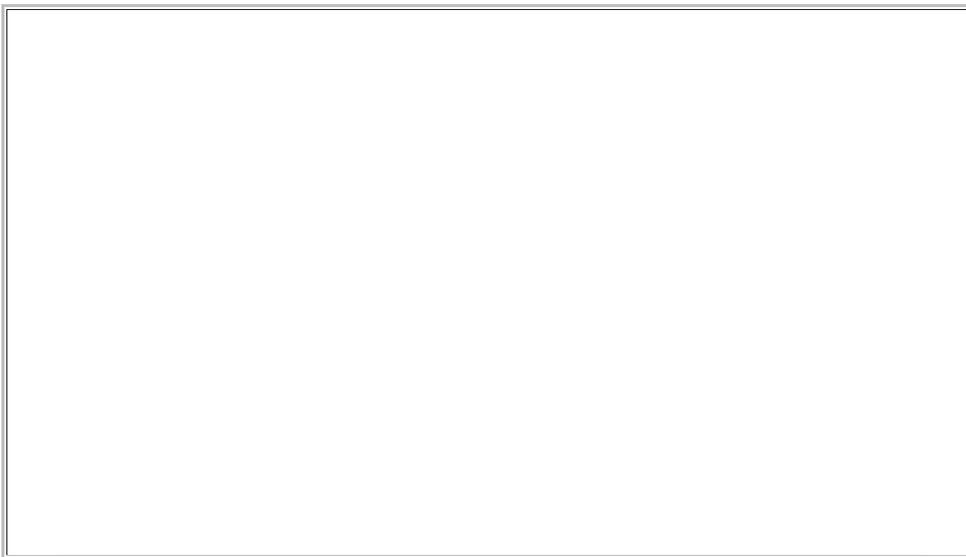


Perfect For

**Driving Ranges**

**Tee Lines**

**Golf Courses**



Out Performs & Makes All Other Mats Obsolete!

# Use Your Own Wooden Tees



Swing Down and Through  
**NO Bounce!**  
 Easy On Elbows & Wrists  
 Dense Spring Tech Fiber System™  
 Takes a Real Wood Tee  
 True Divot Action  
 Vary Your Tee Height - Use With All Clubs



## For Use With All Clubs

Dura-Pro Golf Mats

**NO SHOCK**

World's #1 Golf Mat

**FOR HEAVY IRON AND DRIVER USE!**

**DURA-PRO**

"The No Bounce

Hit Down & Through Golf Mats"™

Dura-Pro Golf Mats™

**NO BOUNCE**

™

"The NO BOUNCE Hit Down & Through Golf Mats"™



- No bounce
- Swing Down & Through
- True Divot Action
- USE ALL CLUBS

**Dura-Pro Real~Feel™**

Get the Real Feel with a Dura-Pro Plus™ WoodTee™ Golf Mat Today!

Dura-Pro Plus™ Golf Mats Out Last Them All™

Everyone is always comparing their mats to a Dura-Pro™ Mat.  
 To be fair, let's ask an impartial 3rd party... STANLEY!

**Dura-Pro™ Real Feel Country Club WoodTee™ Golf Mats Features & Facts**

- Use Real Tees
- Approx. 1¾" Thick
- 100% MADE IN THE USA NYLON
- 110oz Face Weight
- 10 Year UV Protection



- Industrial Bonded - Not Glued
- Will Not Stain Clubs
- Indoor / Outdoor
- Real Feel Technology™
- True Feel Golf Mat™
- USE ALL CLUBS

### **More about the Dura-Pro™ Spring Tech WoodTee Turf System™ with Real Feel Technology™**

#### **DURA-PRO Real Feel Country Club WoodTee™ Golf Mats (COMMERCIAL GRADE)**

#### **SINCE 1997 Dura-Pro Plus Golf Mats have out-sold the competition!**

- Use all Clubs. Drivers, Irons / Wedges,... Set Your Own Tee Height.
- EASY ON THE WRISTS - HELPS AVOID BOUNCE AND INJURY - NO CLUB SHOCK.

#### **Great Golf Practice Starts With a Great Golf Mat!**

Dura-Pro Golf Mats out last all other Golf Mats in Quality, Price and Delivery! IF IT DOES NOT SAY DURA-PRO... IT'S NOT DURA-PRO QUALITY!

- Dura-Pro Golf Mats are constructed with the latest state-of-the-art Spring Tech 3D Fibers.
- The Dura-Pro shock absorbing Spring Tech Fibers will absorb and SOLVE THE BOUNCE PROBLEM you experience with standard golf mats!
- Our Dura-Pro Real Feel Country Club WoodTee™ Golf Mats Are perfect for ALL CLUBS....No Bounce Hit Down and Through.

#### **IRONS AND WEDGES**

- You Will Feel The FAT SHOTS.. No Problem!
- Hit Down & Through! Groove Your Golf Swing!
- Hit Down On the Ball, Swing and Accelerate through the ball
- You will feel the Fat Shot if you swing to far down, just like you are on a real fairway taking a Divot.
- Perfect for Irons and wedges!
- The Dura-Pro 3D fibers react to give you the feel of taking a TRUE DIVOT. YOU WILL FEEL INSTANT FEEDBACK , FAT, THIN OR A PERFECT SWING.

#### **DRIVERS**

- USE YOUR OWN WOOD TEES, SET YOUR DESIRED TEE HEIGHT, WILL HOLD YOUR WOOD TEE ANY PLACE ON THE MAT.
- There are several similar mats on the market and some of the mats make you feel like you were standing on a trampoline. When you are standing and hitting on our Dura-Pro 3D Fiber System , we are sure you will agree that Dura-Pro's stable 3D Fiber System feels like a TRUE FAIRWAY providing the perfect stance and feel!
- The Base Pad is designed to give the mat a good solid feel & stable stance.

**IF YOU PLAN TO PUT YOUR GOLF MAT IN A WOODEN FRAME:** Manufacturing tolerances + or - apply. Please wait for your golf mat to arrive before constructing your wooden frame. (Wooden frames are not required, but are an optional personal preference.)

**Dura-Pro the Most Respected Name in Golf Mats.**

**Dura-Pro™ Golf Mats**  
the #1 Mat in Golf™



As Seen On  
**THE GOLF CHANNEL**

**Special Price**

**FREE Shipping**

**All Turfs & Sizes**

**Real Feel Country Club  
Golf Mats**

**Real Feel Golf Mats**

**At Dura-Pro Sports, We Don't Just Sell Any Golf Mat,  
WE ENGINEER THEM!**

**Dura-Pro™ Real Feel Country Club WoodTee™ Golf Mats  
are for use in high traffic commercial settings  
or for the home owner who demands  
the best mat available!**

**Pay Less! Buy Factory Direct**

Dura-Pro 3' x 4' Real Feel Country Club WoodTee Golf Mat Package	Only \$218.00 <a href="#">Add to Cart</a> <a href="#">Check Out</a>
Dura-Pro 3' x 5' Real Feel Country Club WoodTee Golf Mat Package	Only \$256.00 <a href="#">Add to Cart</a> <a href="#">Check Out</a>
Dura-Pro 4' x 4' Real Feel Country Club WoodTee Golf Mat Package	Only \$289.00 <a href="#">Add to Cart</a> <a href="#">Check Out</a>
Dura-Pro 4' x 5' Real Feel Country Club WoodTee Golf Mat Package	Only \$325.00 <a href="#">Add to Cart</a> <a href="#">Check Out</a>
Dura-Pro 5' x 5' Real Feel Country Club WoodTee Golf Mat Package	Only \$385.00 <a href="#">Add to Cart</a> <a href="#">Check Out</a>
Dura-Pro 5' x 10' Real Feel Country Club WoodTee Golf Mat Package	Only \$835.00 <a href="#">Add to Cart</a> <a href="#">Check Out</a>

Residential Golf Mats	Commercial Driving Range Mats	Multi-Club Champion WoodTee Golf Mats	Real Feel Country Club WoodTee Golf Mats	Zoysia Ultimate Fairway Driving Range Mats	Opti-Turf Optishot Golf Mats	High Velocity Golf Nets
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10 captures  
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http://www.duraprogolfmats.com/Dura-Pro-Real-Feel-Country-Club-Woodtee-Golf-I Go

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Customer Service

# Dura-Pro™

## the #1 Mat in Golf



Residential Golf Mats	Commercial Driving Range Mats	Multi-Club Champion WoodTee Golf Mats	Real Feel Country Club WoodTee Golf Mats	Zoysia Ultimate Fairway Driving Range Mats	Opti-Turf Optishot Golf Mats	High Velocity Golf Nets
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**Dura-Pro™ Real Feel Country Club WoodTee™ Golf Mats**  
*The Ultimate in Commercial WoodTee Golf Mats WITH PRO TURF!™*  
**# 1 Choice For Driving Ranges & Home Owners Who Want the BEST!**



**Swing Down & Through    No Bounce    True Divot Action**



**Commercial Country Real Feel™  
Commercial WoodTee Golf Mat**

**10 Year UV Protection**

**DURA-PRO "The No Bounce Hit Down & Through Golf Mats"™**

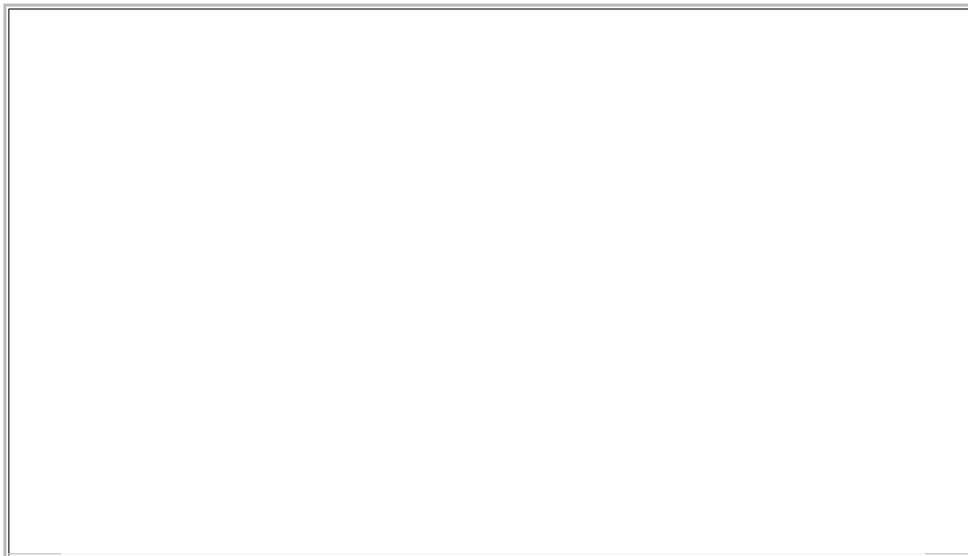


Perfect For

**Driving Ranges**

**Tee Lines**

**Golf Courses**



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# Use Your Own Wooden Tees



Swing Down and Through  
**NO Bounce!**  
 Easy On Elbows & Wrists  
 Dense Spring Tech Fiber System™  
 Takes a Real Wood Tee  
 True Divot Action  
 Vary Your Tee Height - Use With All Clubs



## For Use With All Clubs

Dura-Pro Golf Mats™

**NO SHOCK**

World's #1 Golf Mat

### FOR HEAVY IRON AND DRIVER USE!

**DURA-PRO**

"The No Bounce

Hit Down & Through Golf Mats"™

Dura-Pro Golf Mats™

**NO BOUNCE**

"The NO BOUNCE Hit Down & Through Golf Mats"™



- No bounce
- Swing Down & Through
- True Divot Action
- USE ALL CLUBS

**Dura-Pro Real~Feel™**

Get the Real Feel with a Dura-Pro Plus™ WoodTee™ Golf Mat Today!

Dura-Pro Plus™ Golf Mats Out Last Them All™

Everyone is always comparing their mats to a Dura-Pro™ Mat.  
 To be fair, let's ask an impartial 3rd party... STANLEY!

**Dura-Pro™ Real Feel Country Club WoodTee™ Golf Mats Features & Facts**

INTERNET ARCHIVE  
**Wayback Machine**

10 captures  
19 Aug 12 - 6 Dec 13

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19

2011 2012 2013 Help

- Use Real Tees
- Approx. 2" Thick
- 100% MADE IN THE USA NYLON
- 140oz Face Weight
- 10 Year UV Protection



- Will Not Stain Clubs
- Indoor / Outdoor
- Real Feel Technology™
- True Feel Golf Mat™
- USE ALL CLUBS

### About the Dura-Pro™ Spring Tech Commercial WoodTee Fiber System

Dura-Pro WoodTee long dense Dura-Turf™ fiber system allows you to hit down on the ball without the "bounce" that other golf mats have.

Most golf mats use a rubber tee and you have to adjust to it. WoodTee Tour Turf™ accepts a real wooden tee allowing you to chose your tee hight for various clubs. Rubber tees can obstruct your club-head at the point of impact giving you a different feel than you get off a real tee.

WoodTee Tour Turf™ Long Dense Fiber System solves the "fat shot problem" most mats have. If you hit down on the ball properly, the club passes freely "down and through" the ball. You will feel the difference in a fat shot because the long fiber system will slow the club head down as if you have taken a deep divot.

With a typical golf mat, the club would "bounce" on the mat for an unnatural feel and false results. WoodTee Tour Turf™ is made of spring-set grass-like fibers that move, absorb and dissipate the downward blow of a golf shot simulating the feel of taking a divot.

WoodTee Tour Turf™ actually lets you **hit down on the ball** so you can practice proper impact, which dictates the quality of a good shot. With WoodTee Tour Turf™, you get a true feel so that you know if you have struck the ball fat, think or just right.

Long Dense Fiber approximate thickness is 2" - high bonded to a reinforced foam pad. The foam is designed to give the mat a good feel as well as weight it down.

**Dura-Pro™ Golf Mats** **As Seen On THE GOLF CHANNEL**

**the #1 Mat in Golf™**



**Special Price**

**FREE Shipping**

**All Turfs & Sizes**

**Real Feel Country Club Golf Mats**

**Real Feel Golf Mats**

**At Dura-Pro Sports, We Don't Just Sell Any Golf Mat, WE ENGINEER THEM!**

Dura-Pro™ Real Feel Country Club WoodTee™ Golf Mats

are for use in high traffic commercial settings  
or for the home owner who demands  
the best mat available!

Pay Less! Buy Factory Direct

<b>Dura-Pro 3' x 4' Real Feel Country Club WoodTee Golf Mat Package</b>	<b>Only \$218.00</b> <a href="#">Add to Cart</a> <a href="#">Check Out</a>
<b>Dura-Pro 3' x 5' Real Feel Country Club WoodTee Golf Mat Package</b>	<b>Only \$256.00</b> <a href="#">Add to Cart</a> <a href="#">Check Out</a>
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INTERNET ARCHIVE  
**Wayback Machine**  
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 19 Aug 12 - 6 Dec 13

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 2011 2013 Help

[Check Out](#)

**Package**

**Dura-Pro 5' x 5' Real Feel Country Club WoodTee Golf Mat Package** **Only \$385.00** [Add to Cart](#) [Check Out](#)

**Dura-Pro 5' x 10' Real Feel Country Club WoodTee Golf Mat Package** **Only \$835.00** [Add to Cart](#) [Check Out](#)

Residential Golf Mats	Commercial Driving Range Mats	Multi-Club Champion WoodTee Golf Mats	Real Feel Country Club WoodTee Golf Mats	Zoysia Ultimate Fairway Driving Range Mats	Opti-Turf Optishot Golf Mats	High Velocity Golf Nets
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© 1997-2012 DuraProGolfMats.com

# EXHIBIT G



# COMMERCIAL TESTING COMPANY

1215 South Hamilton Street • Dalton, Georgia 30720  
Telephone (706) 278-3935 • Facsimile (706) 278-3936

Report Number 14-05071

J.R. Mats, Inc.  
West Chester, Pennsylvania

Test Number 4528-1123  
May 6, 2014

Pile Yarn Weight

**Test Method:** The pile yarn weight was determined as described in ASTM International Test Method D 5848, *Mass per Unit Area of Pile Floor Covering*.

**Material Tested:**

Product Name: Dura-Pro Real Feel Country Club WoodTee Golf Mat  
Construction: Cut Pile Turf  
Secondary Backing: Polyurethane with Attached Cushion

**Test Result:**

Average Pile Yarn Weight — 102.4 ounces per square yard

Commercial Testing Company

(Authorized Signature)

*This report is provided for the exclusive use of the client to whom it is addressed. It may be used in its entirety to gain product acceptance from duly constituted authorities. The test results presented in this report apply only to the samples tested and are not necessarily indicative of apparent identical or similar materials. Sample selection and identification were provided by the client. A sampling plan, if described in the referenced standard, was not necessarily followed. This report, or the name of Commercial Testing Company, shall not be used under any circumstance in advertising to the general public.*

TESTED TO BE SURE® Since 1974

# EXHIBIT H

INTERNET ARCHIVE  
WayBackMachine

http://www.duraprogolfmats.com/Dura-Pro-Real-Feel-Country-Club-Woodtee-Golf-I Go

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Customer Service

# Dura-Pro™

## the #1 Mat in Golf



Residential Golf Mats	Commercial Driving Range Mats	Multi-Club Champion WoodTee Golf Mats	Real Feel Country Club WoodTee Golf Mats	Zoysia Ultimate Fairway Driving Range Mats	Opti-Turf Optishot Golf Mats	High Velocity Golf Nets
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**Dura-Pro™ Real Feel Country Club WoodTee™ Golf Mats**  
*The Ultimate in Commercial WoodTee Golf Mats WITH PRO TURF!™*  
**# 1 Choice For Driving Ranges & Home Owners Who Want the BEST!**



**Swing Down & Through    No Bounce    True Divot Action**



**Commercial Country Real Feel™  
Commercial WoodTee Golf Mat**

**10 Year UV Protection**

**DURA-PRO "The No Bounce Hit Down & Through Golf Mats"™**

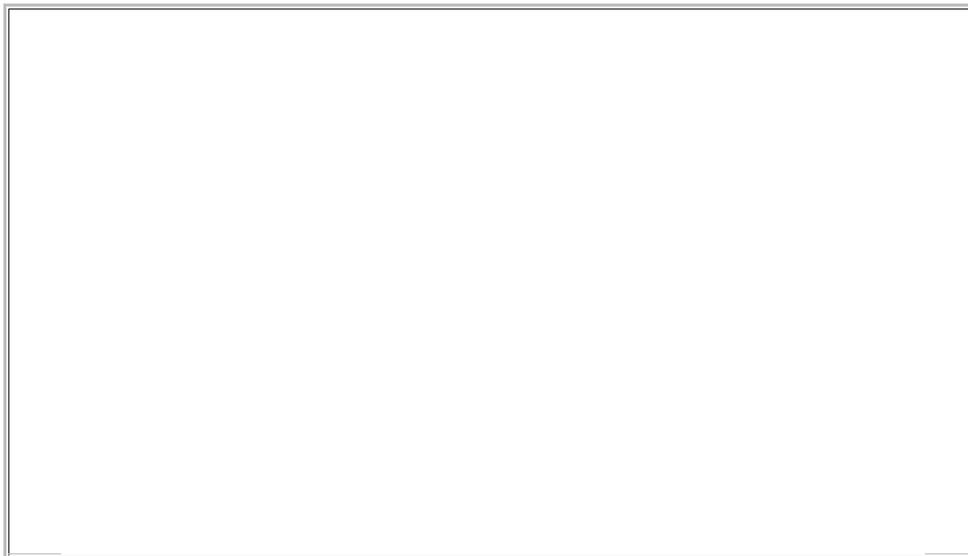


Perfect For

**Driving Ranges**

**Tee Lines**

**Golf Courses**



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# Use Your Own Wooden Tees



Swing Down and Through  
**NO Bounce!**  
 Easy On Elbows & Wrists  
 Dense Spring Tech Fiber System™  
 Takes a Real Wood Tee  
 True Divot Action  
 Vary Your Tee Height - Use With All Clubs



## For Use With All Clubs

Dura-Pro Golf Mats

**NO SHOCK**

World's #1 Golf Mat

### FOR HEAVY IRON AND DRIVER USE!

**DURA-PRO**

"The No Bounce

Hit Down & Through Golf Mats"™

Dura-Pro Golf Mats™

**NO BOUNCE**

"The NO BOUNCE  
 Hit Down & Through Golf Mats"™



- No bounce
- Swing Down & Through
- True Divot Action
- USE ALL CLUBS

**Dura-Pro Real~Feel™**

Get the Real Feel with a Dura-Pro Plus™ WoodTee™ Golf Mat Today!

Dura-Pro Plus™ Golf Mats Out Last Them All™

Everyone is always comparing their mats to a Dura-Pro™ Mat.  
 To be fair, let's ask an impartial 3rd party... STANLEY!

**Dura-Pro™ Real Feel Country Club WoodTee™ Golf Mats Features & Facts**

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**Special Price**

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**All Turfs & Sizes**

**Real Feel Country Club Golf Mats**

**Dura-Pro™**  
the #1 Mat in Golf

**Real Feel Golf Mats**

**At Dura-Pro Sports, We Don't Just Sell Any Golf Mat, WE ENGINEER THEM!**

Dura-Pro™ Real Feel Country Club WoodTee™ Golf Mats

are for use in high traffic commercial settings  
or for the home owner who demands  
the best mat available!

Pay Less! Buy Factory Direct

<b>Dura-Pro 3' x 4' Real Feel Country Club WoodTee Golf Mat Package</b>	<b>Only \$218.00</b> <a href="#">Add to Cart</a> <a href="#">Check Out</a>
<b>Dura-Pro 3' x 5' Real Feel Country Club WoodTee Golf Mat Package</b>	<b>Only \$256.00</b> <a href="#">Add to Cart</a> <a href="#">Check Out</a>
<b>Dura-Pro 4' x 4' Real Feel Country Club WoodTee Golf Mat</b>	<b>Only \$289.00</b> <a href="#">Add to Cart</a> <a href="#">Check Out</a>

INTERNET ARCHIVE  
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**Package** [Check Out](#)

**Dura-Pro 5' x 5' Real Feel Country Club WoodTee Golf Mat Package** **Only \$385.00** [Add to Cart](#) [Check Out](#)

**Dura-Pro 5' x 10' Real Feel Country Club WoodTee Golf Mat Package** **Only \$835.00** [Add to Cart](#) [Check Out](#)

Residential Golf Mats	Commercial Driving Range Mats	Multi-Club Champion WoodTee Golf Mats	Real Feel Country Club WoodTee Golf Mats	Zoysia Ultimate Fairway Driving Range Mats	Opti-Turf Optishot Golf Mats	High Velocity Golf Nets
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© 1997-2012 DuraProGolfMats.com

# EXHIBIT I



# COMMERCIAL TESTING COMPANY

1215 South Hamilton Street • Dalton, Georgia 30720  
Telephone (706) 278-3935 • Facsimile (706) 278-3936

Report Number 14-04286

J.R. Mats, Inc.  
West Chester, Pennsylvania

Test Number 4528-1124  
April 23, 2014

Pile Height

**Test Method:** The pile height was determined using a graduated steel scale as described in Federal Specification DDD-C-0095A under Section 4.5.3 Pile Height and Tuft Length and Pile Height Differential.

**Material Tested:**

Product Name: Dura-Pro Real Feel Country Club WoodTee Golf Mat  
Construction: Cut Pile Turf  
Secondary Backing: Vinyl with Attached Cushion

**Test Result:**

Pile Height — 0.93 inch

Commercial Testing Company

(Authorized Signature)

*This report is provided for the exclusive use of the client to whom it is addressed. It may be used in its entirety to gain product acceptance from duly constituted authorities. The test results presented in this report apply only to the samples tested and are not necessarily indicative of apparent identical or similar materials. Sample selection and identification were provided by the client. A sampling plan, if described in the referenced standard, was not necessarily followed. This report, or the name of Commercial Testing Company, shall not be used under any circumstance in advertising to the general public.*

TESTED TO BE SURE® Since 1974

# EXHIBIT J

# United States of America

United States Patent and Trademark Office

## COUNTRY CLUB ELITE

**Reg. No. 4,497,140**

**Registered Mar. 18, 2014**

**Int. Cl.: 28**

**TRADEMARK**

**PRINCIPAL REGISTER**

J.R. MATS, INC. (PENNSYLVANIA CORPORATION)  
1519 MACDANIEL DRIVE  
WEST CHESTER, PA 193807037

FOR: GOLF PRACTICE MATS, IN CLASS 28 (U.S. CLS. 22, 23, 38 AND 50).

FIRST USE 4-11-2006; IN COMMERCE 4-11-2006.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 85-906,440, FILED 4-17-2013.

KATHLEEN M. VANSTON, EXAMINING ATTORNEY



*Michelle K. Lee*

Deputy Director of the United States  
Patent and Trademark Office

**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 K

# United States of America

United States Patent and Trademark Office



**Reg. No. 4,193,084**

**Registered Aug. 21, 2012**

**Int. Cl.: 28**

**TRADEMARK**

**PRINCIPAL REGISTER**

INTERNET SHOPS INC . COM (GEORGIA CORPORATION)  
103 ASHTON FARMS DRIVE  
CANTON, GA 30115

FOR: GOLF HITTING MATS, IN CLASS 28 (U.S. CLS. 22, 23, 38 AND 50).

FIRST USE 11-0-2004; IN COMMERCE 11-0-2004.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "GOLF MATS; NO BOUNCE" AND "HIT DOWN AND THROUGH", APART FROM THE MARK AS SHOWN.

THE MARK CONSISTS OF THE STYLIZED WORDS "DURA-PRO GOLF MATS NO BOUNCE "THE NO BOUNCE HIT DOWN & THROUGH GOLF MATS"". AN IMAGE OF A CIRCLE WITH A LINE GOING THROUGH IT IN THE BACKGROUND OF THE WORDS "NO BOUNCE".

SER. NO. 85-360,406, FILED 6-30-2011.

CHRIS WELLS, EXAMINING ATTORNEY



*David J. Kyfos*

Director of the United States Patent and Trademark Office

**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  
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**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 B

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

J.R. MATS, INC.,  
~~1519 McDaniel Drive~~  
~~West Chester, Pennsylvania 19380~~

Plaintiff,

v.

INTERNETSHOPSINC.COM  
d/b/a D.W. QUAIL GOLF,  
~~103 Ashton Farms Drive~~  
~~Canton, Georgia 30115~~

Defendant/Third Party Plaintiff,

v.

JAY R. MCGRATH,

Third Party Defendant.

CIVIL ACTION NO.:

2:14-cv-03427-TJS

JURY TRIAL DEMANDED

**FIRST AMENDED COMPLAINT**

This is an action for false advertising, trademark infringement, unfair competition, false designation of origin, unjust enrichment, and declaratory judgment that Plaintiff owns ~~the trademark REAL FEEL GOLF MATS~~certain trademarks as said forth herein.

**PARTIES**

1. Plaintiff, J.R. Mats, Inc. is a Pennsylvania corporation d/b/a RealFeelGolfMats.com located at 1519 McDaniel Drive, West Chester, Pennsylvania 19380 (hereafter “J.R. Mats” or “Plaintiff”).

2. Upon information and belief, Defendant InternetShopsInc.com is a Georgia company d/b/a D.W. Quail Golf (hereafter “D.W. Quail” or “Defendant”).

3. Upon information and belief, Defendant has conducted and continues to conduct business within the Commonwealth of Pennsylvania, including within the Eastern District of Pennsylvania (the “District”).

### **JURISDICTION AND VENUE**

4. This action arises under the trademark laws of the United States, 15 U.S.C. § 1051 *et seq.* It also arises under principles of state common and statutory law. Federal question jurisdiction is conferred pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338.

5. This Court has supplemental jurisdiction over the claims brought under state statutory and common law pursuant to 28 U.S.C. §§ 1338(b) and 1367.

6. This Court has personal jurisdiction over Defendant because Defendant, *inter alia*, transacts business in the Commonwealth of Pennsylvania, engages in a persistent course of conduct in the Commonwealth of Pennsylvania, and expects, or reasonably should expect, its acts to have legal consequences in the Commonwealth of Pennsylvania.

7. Venue is proper in the District pursuant to 28 U.S.C. § 1391 because a substantial part of the acts and omissions giving rise to these claims occurred in the District, and Defendant expects, or reasonably should expect, its acts and omissions to have legal consequences in the District.

### **BACKGROUND**

8. J.R. Mats has been a leading designer and manufacturer of high-end commercial golf range mats for more than ten (10) years, offering golf practice mats and practice mat systems that feature proprietary fiber blends and tufting technology.

### GOLF MAT TRADEMARKS

9. J.R. Mats has developed a family of marks that it uses in connection with its golf mat products and includes the following trademarks, trade names and service marks, all of which are actively used in commerce, as identified below, in connection J.R. Mats' golf practice mats (J.R. Mats golf practice mat trademarks collectively referred to hereinafter as "Golf Mat Trademarks").

<u>Trademark</u>	<u>Date of First Use in U.S. Commerce</u>	<u>Application/Registration Number</u>
<u>COUNTRY CLUB ELITE</u>	<u>Apr. 11, 2006</u>	<u>85/906,440</u>
<u>TRUE DIVOT ACTION</u>	<u>Jul. 03, 2008</u>	<u>86/183,399</u>
<u>SWING DOWN AND THROUGH</u>	<u>Apr. 12, 2008</u>	<u>86/183,394</u>
<u>TAKES A REAL TEE</u>	<u>Apr. 12, 2008</u>	<u>86/183,397</u>
<u>NO BOUNCE</u>	<u>Apr. 12, 2008</u>	<u>86/183,403</u>
<u>REAL FEEL GOLF MATS</u>	<u>Oct. 18, 2005</u>	<u>85/788,689</u>

10. J.R. Mat's golf practice mats under Golf Mat Trademarks are sold and promoted throughout the United States, including within this District.

11. By virtue of its use of the Golf Mat Trademarks in connection with golf practice mats, J.R. Mats possesses nationwide common law trademark rights in and to the Golf Mat Trademarks.

12. J.R. Mats' golf practice mats are and have been offered for sale, marketed, promoted and sold under J.R. Mats' Golf Mat Trademarks through

country clubs, professional golf instructors, and are widely available for purchase over the Internet.

13. As a result of the sales and marketing activities, J.R. Mats has acquired substantial valuable goodwill symbolized by and embodied in its Golf Mat Trademarks.

14. Since long prior to the acts of Defendant complained of herein, the public has come to associate Golf Mat Trademarks as source designators for J.R. Mats' golf practice mats.

### **J.R. MATS' "REAL FEEL GOLF MATS"**

15. ~~9.~~ J.R. Mats has used the "REAL FEEL GOLF MATS" trademark, trade name, and service mark (the "REAL FEEL GOLF MATS Mark") since at least as early as 2006, doing business under the REAL FEEL GOLF MATS Mark and using the REAL FEEL GOLF MATS Mark in connection with its golf practice mat products.

16. ~~10.~~ Since at least as early as 2006, J.R. Mats has been labeling and/or imprinting its golf mat products with the REAL FEEL GOLF MATS Mark, whereby consumers have widely come to associate the REAL FEEL GOLF MATS Mark with J.R. Mats and the high quality golf mat products produced by J.R. Mats. Copies of photographs showing the REAL FEEL GOLF MATS Mark as featured on packaging, labels and imprinted on J.R. Mats' golf mat products are attached hereto as Exhibit A.

17. ~~41.~~ J.R. Mats has conducted extensive advertising, marketing and promotion of its REAL FEEL GOLF MATS Mark throughout the United States.

18. ~~42.~~ Attached hereto as Exhibit B are pages from J.R. Mats' website "REALFEELGOLFMATS.COM" (the "REAL FEEL Website"). As seen in the attached Exhibits A and B, J.R. Mats promotes its goods and services prominently displaying and emphasizing the REAL FEEL GOLF MATS Mark.

19. ~~43.~~ J.R. Mats' use of the REAL FEEL GOLF MATS Mark in connection with its goods and services is unique to J.R. Mats, and has no recognized meaning in the golf industry except as designating J.R. Mats as the source of its goods and services.

20. ~~44.~~ J.R. Mats has acquired common law trademark rights from actual use of the mark in U.S. commerce for nearly ten (10) years.

21. ~~45.~~ J.R. Mats is the owner of the domain name "REALFEELGOLFMATS.COM" ("REAL FEEL Website"). J.R. Mats registered the domain name for the REAL FEEL Website in 2005.

22. ~~46.~~ J.R. Mats has acquired a valuable goodwill symbolized by and embodied in its REAL FEEL GOLF MATS Mark as used by J.R. Mats and widely recognized by consumers in the golf industry.

23. ~~47.~~ J.R. Mats' REAL FEEL GOLF MATS Mark has become widely renowned and obtained fame in the golf industry and throughout the Commonwealth of Pennsylvania as being synonymous with high quality golf practice mats.

### DEFENDANT'S INFRINGEMENT

24. ~~18.~~ Notwithstanding J.R. Mats' well-known and common law rights in its ~~REAL FEEL GOLF MATS Mark, and with at least constructive notice, Defendant has~~ Golf Mat Trademarks intentionally adopted and used the identical ~~mark REAL FEEL GOLF MATS~~ marks, as well as confusingly variations thereof, in conjunction with its golf practice mat products and related advertising in the United States.

25. ~~19.~~ Defendant is now identifying its golf practice mat products in advertisements and on its website ~~as "Real Feel Country Club Wood Tee Golf Mats" and "Real Feel Golf Mats" (collectively the "Real Feel Golf Mats" names).~~ Attached as Exhibit C is a ~~using the Golf Mat Trademarks. Attached as Exhibits C and D are~~ true and correct ~~screenshot recently captured from Defendant's website, www.dwquailgolf.com ("Defendant's Website"), which shows Defendant's use of the "Real Feel Golf Mats" names in connection with golf mats advertised and offered for sale thereon.~~ copies of documents evidencing Defendant's ongoing infringement of the Golf Mat Trademarks.

~~20.~~ ~~Upon information and belief, Defendant is the current registrant of the domain www.dwquailgolf.com, and has control over or is otherwise responsible for content posted on Defendant's Website.~~

~~21.~~ ~~Defendant is also actively advertising its golf mats through the Google AdWords program by using the name "Reel Feel Golf Mats", and similar variations thereof. As a result of this advertising, links to Defendant's website are appearing next to links for J.R. Mats' REAL FEEL Website in Google search results~~

~~when Internet users search for the term “Real Feel Golf Mats”. Attached as Exhibit D is a true and correct copy of a screenshot showing results obtained when running a Google search for the name “Real Feel Golf Mats”.~~

~~22. J.R. Mats began using the REAL FEEL GOLF MATS Mark in commerce in the United States in connection with golf mat products long before Defendant ever began using the “Real Feel Golf Mats” mark, or similar variations thereof.~~

26. ~~23.~~ Defendant’s golf practice mat products are offered in direct competition to J.R. Mats’ golf practice mat products.

27. ~~24.~~ Defendant’s ~~recent introduction of the “Real Feel Golf Mats”~~ ~~names~~ copying and use of J.R. Mats’ Golf Mat Trademarks, or similar variations thereof, for golf practice mat products is a willful attempt to palm off J.R. Mats’ good will in its ~~REAL FEEL GOLF MATS Mark~~ trademarks, and represents a blatant attempt to create consumer confusion.

28. ~~J.R. Mats began using the J.R. Mats’ Golf Mat Trademarks in commerce in the United States in connection with golf practice mat products long before Defendant ever began using the Golf Mat Trademarks or similar variations thereof.~~

29. ~~25.~~ Defendant’s usage of the ~~“Real Feel Golf Mats” mark~~ Mat Trademarks, or similar variations thereof, for golf practice mat products has caused J.R. Mats grievous and irreparable injury.

30. ~~26.~~ As a result of Defendant’s acts complained of herein, members of the public and the trade are likely to believe that Defendant’s golf practice mat

products originate from, or are offered in affiliation with, or sponsored by, or under license from or rendered with the approval of J.R. Mats.

31. ~~27.~~ Defendant's use of its infringing trademark in conjunction with its golf practice mat products represents to J.R. Mats' clientele and potential clientele, as well as to the trade and the public, that Defendant operates under the sponsorship or in affiliation with, with a license from or with the approval of J.R. Mats, when in fact it does not.

32. ~~28.~~ Upon information and belief, Defendant benefitted from the infringement of J.R. Mats' ~~REAL-FEEL-GOLF MATS~~ ~~Mark~~ trademark's through the use of the "~~Real-Feel~~ J.R. Mats' Golf ~~Mats~~" Mat Trademarks, names, and similar variations thereof, as well as from the other acts and activities complained of herein.

33. ~~29.~~ By the acts and activities complained of herein, Defendant has passed off its goods as rendered by or associated with or connected with or sponsored by or under license from or with the approval of J.R. Mats.

34. ~~30.~~ Defendant's acts complained of herein are likely to cause and/or have caused confusion, subliminal confusion, mistake or deception among the trade or public.

35. ~~31.~~ Defendant's infringement complained herein has been willful and deliberate and represents an attempt to appropriate to Defendant the goodwill that J.R. Mats has earned for its trademark and goods in issue to give to Defendant a recognition and advantage in the marketplace which Defendant would not otherwise possess.

36. ~~32.~~ Defendant's adoption and use of the infringing "~~Real Feel~~ Golf Mats" Mat Trademarks, names, or similar variations thereof, in connection with golf practice mat products, was and is:

- a. With full knowledge of J.R. Mats' prior first use of ~~its REAL FEEL GOLF MATS Mark~~ the Golf Mat Trademarks for golf practice mat products, and
- b. Was and is with the intent and for the purpose, and has had the effect, of wrongfully infringing upon ~~J.R. Mats' REAL FEEL GOLF MATS Mark~~ Golf Mat Trademarks.

37. ~~33.~~ By trading upon the goodwill of J.R. Mats' REAL FEEL GOLF MATS Mark, Defendant has obtained for its goods a salability which they would not have otherwise had.

#### DEFENDANT'S INFRINGEMENT OF REAL FEEL GOLF MATS

38. Defendant is now identifying its golf practice mat products in advertisements and on its website as "Real Feel Country Club WoodTee Golf Mats" and "Real Feel Golf Mats" (collectively the "Real Feel Golf Mats" names). Attached as Exhibit E is a true and correct screenshots recently captured from Defendant's websites, [www.dwquailgolf.com](http://www.dwquailgolf.com) and <http://duraprogolfmats.com> (collectively referenced herein as "Defendant's Website", and include, but are not limited to, all other websites registered, operated, or otherwise controlled by Defendant where Defendant markets, advertises, offers for sale, or otherwise promotes its golf mat

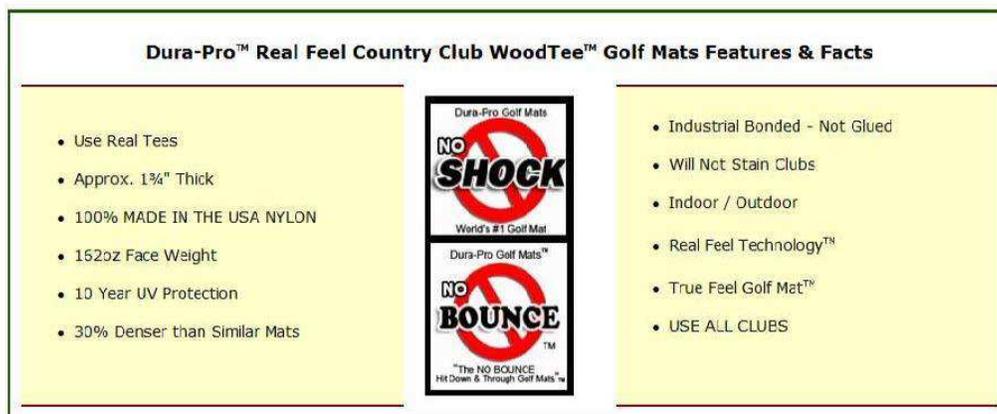
products), which shows Defendant's use of the "Real Feel Golf Mats" names in connection with golf practice mats advertised and offered for sale thereon.

39. Upon information and belief, Defendant is the current registrant of the domains [www.dwquailgolf.com](http://www.dwquailgolf.com) and <http://duraprogolfmats.com>, and has control over or is otherwise responsible for content posted on Defendant's Website.

40. Defendant is also actively advertising its golf practice mats through the Google AdWords program by using the name "Reel Feel Golf Mats", and similar variations thereof. As a result of this advertising, links to Defendant's website are appearing next to links for J.R. Mats' REAL FEEL Website in Google search results when Internet users search for the term "Real Feel Golf Mats". Attached as Exhibit D is a true and correct copy of a screenshot showing results obtained when running a Google search for the name "Real Feel Golf Mats".

### **DEFENDANT'S FALSE ADVERTISING**

41. ~~34.~~ Defendant's Website describes golf practice mat product offered under the "Real Feel Golf Mats" names as follows:



42. ~~35.~~ As of June 11, 2014, Defendant's Website expressly ~~states~~stated that Defendant's golf practice mat ~~has a~~had one hundred and sixty-two (162) ounce face weight, as noted above and shown in Exhibit C attached hereto.

43. At least as early as 2012, Defendant was actively claiming that its golf practice mat had a face weight of one hundred and forty (140) ounces. Attached hereto as Exhibit F is an archived screenshot of Defendant's website captured by the Wayback Machine in December, 2012 showing Defendant's face weight claim as displayed to consumers at that time.

44. ~~36.~~ Tests recently conducted on Defendant's golf practice mat by an independent laboratory, Commercial Testing Company, determined that Defendant's mat only had a face weight of one hundred and two point four (102.4) ounces. Attached hereto as Exhibit ~~E~~G is a true and correct copy of Commercial Testing Company's laboratory report regarding the face weight of Defendant's golf mat.

45. ~~37. Defendant's Website expressly states that Defendant's golf mat is approximately 1¾ inches thick, as noted above and shown in Exhibit C attached hereto.~~ Prior versions of Defendant's websites, including at least <http://duraprogolfmats.com>, have expressly claimed false measures of thickness with respect to the fiber or pile height of Defendant's golf practice mats. For example, as of December, 2012, Defendant was claiming that its golf practice mats "Long Dense Fiber approximate thickness is 2". Attached hereto as Exhibit H is an archived screenshot of Defendant's website captured by the Wayback Machine in December,

2012 showing Defendant's express claim regarding the fiber thickness of its golf practice mats as being 2" or two inches as displayed to consumers at that time.

46. In the golf practice mat industry, the terms fiber and pile are used interchangeably and reference the artificial grass surface found on the golf practice mats. As used in the industry, "fiber height" or "pile height" only refers to the height of the artificial grass surface, and does not include any backing bonded to that artificial grass surface.

47. ~~38.~~ Tests recently conducted on Defendant's golf practice mat by an independent laboratory, Commercial Testing Company, determined that height of Defendant's mat is only 0.93 inches thick. Attached hereto as Exhibit ~~F~~I is a true and correct copy of Commercial Testing Company's laboratory report regarding the thickness of Defendant's golf mat.

48. ~~39.~~ Defendant's website expressly states that Defendant's golf practice mat is "30% Denser than Similar Mats."

49. ~~40.~~ Upon information and belief, Defendant's claim that its golf practice mats are 30% denser than similar mats is not based on any independent testing.

50. ~~41.~~ Defendant's advertising claims regarding the face weight, denseness, and thickness of its golf practice mats offered under the "Real Feel Golf Mats" names are false and/or misleading, which has deceived consumers and directed sales away from competitors, such as J.R. Mats, in the golf practice mat industry.

51. ~~42.~~ J.R. Mats has no control over the quality of goods which are sold by Defendant, with the result that J.R. Mats' valuable goodwill with respect to its trademark may be irreparably damaged by the acts of Defendant.

52. ~~43.~~ All such conduct by Defendant was and continues to be in bad faith, willful, deliberate and in knowing violation of the law.

53. ~~44.~~ The activities of Defendant complained of herein have caused, and unless restrained and enjoined by the Court will continue to cause, irreparable harm, damage and injury.

54. ~~45.~~ Upon information and belief, Defendant will continue its tortious acts, including its infringement, false advertising, and unfair competition, unless restrained by this Court.

**COUNT I**  
**FALSE ADVERTISING UNDER THE LANHAM ACT**

55. ~~46.~~ The allegations of paragraphs 1 through ~~45~~54 are incorporated herein by reference as though fully set forth herein.

56. ~~47.~~ J.R. Mats alleges that Defendant and its agents, distributors, or other persons or entities related to or doing business with Defendant, made false and/or misleading representations in interstate commerce regarding their goods.

57. ~~48.~~ Defendant's representations that its "Real Feel Golf Mats" product had and/or has a face weight of one hundred and sixty-two (162) ounces ~~is~~was and remains false and misleading.

58. ~~49.~~ Defendant's representations that its "Real Feel Golf Mats" product ~~is approximately 1<sup>3</sup>/<sub>4</sub> inches thick is~~ had and/or has a face weight of one hundred and forty (140) ounces was and remains false and misleading.

59. Prior versions of Defendant's websites have expressly claimed false measures of thickness with respect to the fiber or pile height of Defendant's golf practice mats.

60. Defendant's representations that its "Real Feel Golf Mats" product had and/or has "Long Dense Fiber" with an approximate thickness of two (2) inches was and remains false and misleading.

61. ~~50.~~ Upon information and belief, Defendant's representations that its golf practice mats are 30% denser than similar mats is false and misleading.

62. ~~51.~~ Defendant's aforesaid acts are meant to mislead customers and to usurp legitimate sales from J.R. Mats and other competitors in the golf practice mat industry.

63. ~~52.~~ Defendant's aforesaid acts have caused and, unless restrained by this Court, will continue to cause J.R. Mats and the public to suffer great and irreparable damage and injury through false and/or misleading advertising.

64. ~~53.~~ Defendant's aforesaid acts are willful and deliberate.

65. ~~54.~~ Such acts constitute false and/or misleading advertising in violation of Section 43(a) of the Lanham Act. 15 U.S.C. § 1125(a)(1)(A) and (B).

**COUNT II**  
**STATUTORY TRADEMARK INFRINGEMENT**

66.        ~~55.~~—The allegations of paragraphs 1 through ~~54~~65 are incorporated herein by reference as though fully set forth herein.

67.        ~~56.~~—Defendant’s use of ~~its~~the infringing “~~Real Feel Golf Mats~~”Mat Trademarks mark, in addition to its use of similar variations thereof, in connection with Defendant’s golf practice mat products, as well as in connection with Defendant’s promotion, offering and sale of the same, is an infringement of J.R. Mats’ ~~REAL FEEL GOLF MATS Mark~~Golf Mat Trademarks under the trademark laws of the United States, Lanham Act § 43(a), 15. U.S.C. § 1125(a).

68.        ~~57.~~—J.R. Mats has no control over the quality of goods which are provided, promoted, advertised and sold by Defendant, with the result that J.R. Mats’ valuable goodwill with respect to its trademark may be irreparably injured by the acts of Defendant complained of herein.

69.        ~~58.~~—As a result of said trademark infringement, J.R. Mats has suffered and continues to suffer irreparable injury, for which it has no adequate remedy at law.

**COUNT III**  
**FEDERAL UNFAIR COMPETITION AND**  
**FALSE DESIGNATION OF ORIGIN**

70.        ~~59.~~—The allegations of paragraphs 1 through ~~58~~69 are incorporated herein by reference as though fully set forth herein.

71.        ~~60.~~—This cause of action arises under the trademark laws of the United States, Lanham Act § 43(a), 15. U.S.C. § 1125(a).

72. ~~61.~~ Defendant has adopted and is now using a colorable imitation of J.R. Mats' ~~REAL FEEL GOLF MATS Mark~~ Golf Mat Trademarks, for goods which are substantially similar to those offered by J.R. Mats.

73. ~~62.~~ Defendant's use of a colorable imitation of J.R. Mats' ~~REAL FEEL GOLF MATS Mark~~ Golf Mat Trademarks in connection with Defendant's golf practice mat products have caused and will continue to cause customers, potential customers and past customers to mistakenly attribute the properties and reputation of J.R. Mats' golf practice mat products to those of the Defendant.

74. ~~63.~~ The use by Defendant of its infringing "~~Real Feel Golf Mats~~" ~~mark~~, Mat Trademarks and similar variations thereof, in connection with its golf practice mat products, and to advertise and promote Defendant's golf practice mat products, constitutes unfair competition, a false description and representation and a false designation of the origin of Defendant's seasoned golf practice mat products and constitutes unfair competition, all in violation of Section 43(a) of the Lanham Act, 15 U.S.C. 1125(a).

75. ~~64.~~ As a result of said unfair competition and false designation of origin, J.R. Mats has suffered and continues to suffer irreparable injury, for which it has no adequate remedy at law.

**COUNT IV**  
**COMMON LAW TRADEMARK INFRINGEMENT**

76. ~~65.~~ The allegations of paragraphs 1 through ~~64~~75 are incorporated herein by reference as though fully set forth herein.

77. ~~66.~~ This cause of action arises under the common law.

78. ~~67.~~ Defendant's aforementioned conduct constitutes common law trademark infringement.

79. ~~68.~~ As a result of said infringement, J.R. Mats has suffered and continues to suffer serious and substantial injury, including irreparable injury, for which it has no remedy at law.

**COUNT V**  
**UNFAIR COMPETITION**

80. ~~69.~~ The allegations of paragraphs 1 through ~~68~~79 are incorporated herein by reference as though fully set forth herein.

81. ~~70.~~ This cause of action arises under the common law.

82. ~~71.~~ Defendant's aforementioned conduct constitutes unfair competition.

83. ~~72.~~ By means and as a result of said unfair competition, J.R. Mats has suffered and continues to suffer serious and substantial injury, including irreparable injury for which it has no adequate remedy at law.

**COUNT VI**  
**UNJUST ENRICHMENT**

84. ~~73.~~ The allegations of paragraphs 1 through ~~72~~83 are incorporated herein by reference.

85. ~~74.~~ This cause of action arises under the common law.

86. ~~75.~~ By the acts and activities complained of herein, Defendant has been unjustly enriched.



**COUNT VII**  
**STATE STATUTORY AND COMMON LAW DILUTION;**  
**INJURY TO BUSINESS REPUTATION**

87. ~~76.~~—The allegations of paragraphs 1 through ~~75~~86 are incorporated herein by reference.

88. ~~77.~~—This cause of action arises under the common law and the Pennsylvania state anti-dilution statute, 54 Pa. C.S.A. § 1124.

89. ~~78.~~—J.R. Mats’ ~~REAL-FEEL-GOLF-MATS-Mark~~ has Golf Mat Trademarks have become and is famous in the minds of the relevant trade and throughout the Commonwealth of Pennsylvania.

90. ~~79.~~—J.R. Mats’ ~~REAL-FEEL-GOLF-MATS-Mark~~ has Golf Mat Trademarks have acquired distinctiveness and fame, through its extensive advertisements and promotional efforts, and by earning millions in revenue from the sale of golf practice mat products.

91. ~~80.~~—Defendant’s use of the “~~Real Feel Golf Mats~~” Mat Trademarks names began after J.R. Mats’ ~~REAL-FEEL-GOLF-MATS-Mark~~ Golf Mat Trademarks became widely known.

92. ~~81.~~—Defendant, by its wrongful use of J.R. Mats’ ~~REAL-FEEL-GOLF-MATS-Mark~~ Golf Mat Trademarks, has wrongfully implied an affiliation between J.R. Mats and Defendant.

93. ~~82.~~—Defendant’s wrongful use of J.R. Mats’ ~~REAL-FEEL-GOLF-MATS-Mark~~ Golf Mat Trademarks was intentionally designed to trade upon J.R. Mats’ goodwill and business reputation and to injure and dilute the distinctive

quality of J.R. Mats' ~~REAL FEEL GOLF MATS~~ MarkGolf Mat Trademarks in violation of 54 Pa. C.S.A. § 1124.

94. ~~83.~~ By the acts complained of herein, Defendant has lessened the capacity of the ~~REAL FEEL GOLF MATS~~ MarkGolf Mat Trademarks to identify and distinguish J.R. Mats' golf practice mat products.

95. ~~84.~~ By the acts complained of herein, Defendant has caused and is likely to continue to cause dilution of the distinctive quality of the J.R. Mats' ~~REAL FEEL GOLF MATS~~ MarkGolf Mat Trademarks.

96. ~~85.~~ By the acts complained of herein, Defendant has caused dilution of the distinctive quality of the J.R. Mats' ~~REAL FEEL GOLF MATS~~ MarkGolf Mat Trademarks by blurring and/or tarnishment.

97. ~~86.~~ By the acts complained of herein, Defendant has caused dilution of the distinctive quality of J.R. Mats' ~~REAL FEEL GOLF MATS~~ MarkGolf Mat Trademarks.

98. ~~87.~~ By means and as a result of said dilution, J.R. Mats has suffered and continues to suffer serious and substantial injury, including irreparable injury for which J.R. Mats has no adequate remedy at law.

**COUNT VIII**  
**DECLARATORY JUDGMENT THAT J.R. MATS OWNS**  
**“REAL FEEL GOLF MATS” TRADEMARK**

99. ~~88.~~ The allegations of paragraphs 1 through ~~87~~98 are incorporated herein by reference.

100. ~~89.~~ This is an action for declaratory judgment pursuant to the Federal Declaratory Judgment Act, Title 28 U.S.C. §§ 2201 and 2202. An actual and justiciable controversy exists between the parties.

101. ~~90.~~ J.R. Mats was the first use mark REAL FEEL GOLF MATS in interstate commerce.

102. ~~91.~~ J.R. Mats has filed an opposition with the Trademark Trial and Appeal Board against Defendant’s U.S. Trademark Application, Serial No. 85/748,439, for the mark DURA-PRO REAL FEEL GOLF MATS, in part, on the grounds that Defendant was not the first to use the mark REAL FEEL GOLF MATS in interstate commerce, but that J.R. Mats was the first to do so and is the exclusive owner of the REAL FEEL GOLF MATS Mark.

103. Defendant has filed oppositions with the Trademark Trial and Appeal Board of the USPTO against the following J.R. Mats’ U.S. Trademark Applications (hereinafter “J.R. Mats Opposed Mark”).

<u>Trademark</u>	<u>Application/Registration Number</u>	<u>Opposition Number</u>
<u>TRUE DIVOT ACTION</u>	<u>86/183,399</u>	<u>91217553</u>
<u>SWING DOWN AND THROUGH</u>	<u>86/183,394</u>	<u>91217551</u>
<u>TAKES A REAL TEE</u>	<u>86/183,397</u>	<u>91217552</u>
<u>NO BOUNCE</u>	<u>86/183,403</u>	<u>91217550</u>

104. Defendant has opposed J.R. Mats’ Opposed Marks, in part, on the grounds that J.R. Mats was not the first to use the marks in interstate commerce, but

that Defendant was the first to do so and is the exclusive owner of the marks covered by J.R. Mats Opposed Applications.

105. ~~92.~~ J.R. Mats seeks a declaration that it was ~~to~~ the first to use REEL FEEL GOLF MATS ~~in~~ and J.R. Mats Opposed Applications in interstate commerce and has been using the REAL FEEL GOLF MATS ~~Mark~~ mark and J.R. Mats' Opposed Marks in interstate commerce in the United States for a longer period of time than Defendant has been using the ~~"Real Feel Golf Mats"~~ ~~names~~ marks in commerce and for other reasons.

106. ~~93.~~ Accordingly, based on such priority, J.R. Mats seeks a declaration that it is the exclusive owner of the REAL FEEL GOLF MATS ~~Mark~~ and J.R. Mats' Opposed Marks in the United States.

**COUNT IX**  
**STATUTORY TRADEMARK INFRINGEMENT - 15 U.S.C. 1114.**

107. The allegations of paragraphs 1 through 106 are incorporated herein by reference as though fully set forth herein.

108. J.R. Mats filed a trademark application on the Principal Register of the United States Patent and Trademark Office ("USPTO") for the trademark COUNTRY CLUB ELITE for golf practice mats.

109. The USPTO granted J.R. Mats Registration No. 4,497,140 (hereinafter "the '140 COUNTRY CLUB ELITE for golf practice mats. A true and correct of the '140 registration is attached as Exhibit J.

110. Defendants' use of its infringing COUNTRY CLUB REAL FEEL mark in connection with Defendants' golf practice mats, as well as in connection with

Defendants' promotion, offering and sale of the same, is an infringement of J.R. Mats' COUNTRY CLUB ELITE trademark registration No. 4,497,140, all in violation of § 32 of the Lanham Act, 15 U.S.C. 1114.

111. J.R. Mats has no control over the quality of goods which are provided, promoted, advertised and sold by Defendants, with the result that Plaintiffs' valuable goodwill with respect to its trademark may be irreparably injured by the acts of Defendants complained of herein.

112. As a result of said trademark infringement, J.R. Mats has suffered and continues to suffer irreparable injury, for which it has no adequate remedy at law.

**COUNT X**  
**CANCELLATION OF U.S. TRADEMARK REGISTRATION NO. UNDER 15**  
**U.S.C. §§ 1052(d) and 1119**

113. The allegations of paragraphs 1 through 112 are incorporated herein by reference as though fully set forth herein.

114. Defendant's use of DURA-PRO GOLF MATS NO BOUNCE 'The NO BOUNCE HIT DOWN & THROUGH GOLF MATS is likely to cause, and is causing, confusion concerning the source, sponsorship and/or affiliation, of Defendant's golf practice mats sold under the name DURA-PRO GOLF MATS NO BOUNCE 'The NO BOUNCE HIT DOWN & THROUGH GOLF MATS and J.R. Mats golf practice mats sold under J.R. Mats' NO BOUNCE trademarks.

115. Upon information and belief, on or about June 30, 2011, Defendant filed the trademark application with the USPTO to register the mark

DURA-PRO GOLF MATS NO BOUNCE ‘THE NO BOUNCE HIT DOWN & THROUGH GOLF MATS.’

116. Upon information and belief, the application was granted and issued as U.S. Registration No. 4,193,084 (“The ‘084 Registration”). A true and correct copy of the registration is attached as Exhibit K.

117. J.R. Mats has valid grounds for cancelling the ‘937 Registration and the ‘084 Registration pursuant to 15 U.S.C. § 1052(d).

118. The ‘084 Registration is causing or is likely to cause harm to J.R. Mats and its business.

119. J.R. Mats’ rights in the NO BOUNCE mark predate and are superior to any rights the Defendant may have.

120. If the ‘084 Registration is not canceled, J.R. Mats will continue to be subject to irreparable damage and harm and Defendant will enjoy unlawful gain an advantage to which it is not entitled under the Lanham Act.

**PRAYERS FOR RELIEF**

WHEREFORE, J.R. Mats requests that this Court enter judgment:

1. That Defendant, its agents, officers, sales representatives, servants, employees, associates, attorneys, successors and assigns, and any and all persons or entities acting by, through, under or in active concert or in participation with any or all of them, be enjoined preliminarily and permanently by Order of this Court from doing, abiding, causing or abetting any of the following:

- a. directly or indirectly infringing J.R. Mats' ~~REAL-FEEL-GOLF MATS~~ ~~Mark~~ Golf Mat Trademarks;
- b. from passing off, inducing or enabling others to sell or pass off any goods provided by Defendant as originating from Plaintiff, which are not Plaintiff's goods or are not rendered by or under the control or supervision of Plaintiff and approved by Plaintiff;
- c. directly or indirectly engaging in any acts or activities calculated to trade upon and/or dilute and/or tarnish J.R. Mats' ~~REAL-FEEL-GOLF MATS~~ ~~Mark~~ Golf Mat Trademarks, and/or the reputation or goodwill of J.R. Mats, or in any manner to compete with J.R. Mats unfairly;
- d. using in the sale, offering for sale, promotion, advertising, marketing and/or distribution of its goods or services ~~the mark "REAL-FEEL-GOLF MATS"~~ J.R. Mats' Golf Mat Trademarks, or any mark which is a variant of, simulates, imitates, is substantially similar to, or is confusingly similar to, ~~J.R. Mats' REAL-FEEL-GOLF MATS~~ ~~Mark~~ Golf Mat Trademarks;
- e. making false or misleading statements and representations concerning the characteristics of Defendant's golf practice mat products offered for sale and/or sold by Defendant on Defendant's Website or through other retail and wholesale channels, including

statements and representations concerning the face weight, denseness, and thickness of Defendant's golf practice mat products;

- f. further violating J.R. Mats' property rights and goodwill; and
- g. from otherwise competing unfairly with J.R. Mats in any manner whatsoever.

2. That J.R. Mats is the rightful and exclusive owner of the ~~REAL FEEL GOLF MATS trademark~~ Golf Mat Trademarks, trade name, and service mark.

3. That Defendant be required to deliver up to J.R. Mats for destruction, all promotional materials, advertisements, menus, packaging, labeling and other communications to the public in the possession or under its control bearing thereon any material or representations that are or may be false or misleading concerning the source of origin of the services offered by J.R. Mats.

4. That Defendant be required to cease all false advertising.

5. That Defendant take all necessary and appropriate steps to recall for destruction all advertising and other materials, including but not limited to packaging, advertising and promotional materials bearing the "~~Real Feel Golf Mats~~" Mat Trademark's, names, or any variant, colorable imitation, simulation, copy, imitation or counterfeit of J.R. Mat's ~~REAL FEEL GOLF MATS Mark~~ Golf Mat Trademarks, and that Defendant be required to remove such infringing marks from its packaging, promotional materials, advertisements and other documents, in any media.

6. That Defendant be required to disseminate appropriate and corrective advertising and promotional materials throughout the golf industry generally and to its consumer base, including but not limited to, on the homepage of Defendant's Website ([www.dwquailgolf.com](http://www.dwquailgolf.com)), to correct Defendant's false, misleading and deceptive representations.

7. That Defendant be required to notify its customers and the golf industry generally of the precise face weight, denseness, and thickness of its golf practice mat products.

8. That Defendant be required to notify each and every customer who purchased golf mats sold under the "~~Real Feel~~ Golf ~~Mats~~" Mat Trademarks, names from Defendant's Website that the purchased golf mats were did not possess the face weight, denseness, or thickness claimed on Defendant's Website, and offering such customers the opportunity to return the purchased golf mats for a full and complete refund.

9. That Defendant take all necessary and appropriate steps to immediately remove all references to the "~~Real Feel~~ J.R. Mats' Golf ~~Mats~~" names Mat Trademarks from Defendant's Website and other locations on the Internet, including, but not limited to, from Google AdWords and any other online advertising channels, as well as immediately remove all false and/or misleading advertising claims regarding Defendant's golf practice mat products as complained of herein from same.

10. That Defendant be required to pay over to J.R. Mats all profits realized by it from its unlawful acts complained of herein.

11. That Defendant be directed to pay over to J.R. Mats all damages suffered by Plaintiff as a result of Defendant's acts herein complained of, and that such damages be trebled.

12. That Plaintiff be declared owner of the Golf Mat Trademarks.

13. That U.S. Registration No. 4,193,084 be cancelled.

14. That the award of J.R. Mats' damages and Defendant's profits be trebled as a result of Defendant's willful and deliberate infringement of J.R. Mats' ~~REAL FEEL GOLF MATS~~ Mark Golf Mat Trademarks.

~~13-15.~~ That the award of J.R. Mats' damages and Defendant's profits be trebled as a result of Defendant's false and/or misleading advertising.

~~14-16.~~ That J.R. Mats be awarded punitive damages for the willful and deliberate acts of false advertising, infringement, unfair competition and other unlawful injurious acts of Defendant complained of herein.

~~15-17.~~ That J.R. Mats be awarded its reasonable attorneys' fees and the cost of this action in view of Defendant's false advertising and willful and deliberate violation of J.R. Mats' rights.

~~16-18.~~ That J.R. Mats be awarded such other relief as this Court deems just and proper.

### **JURY DEMAND**

Plaintiff demands trial by a jury on all claims to which it is entitled.

J.R. MATS, INC.

DATE: ~~June 11, 2014~~ \_\_\_\_\_

BY: \_\_\_\_\_

John J. O'Malley (PA I.D. # 68,222)  
John P. Sullivan (PA I.D. # 309,150)  
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Document comparison by Workshare Compare on Tuesday, August 19, 2014  
6:32:19 PM

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Style change	0
Format changed	0
Total changes	430

# EXHIBIT C

# United States of America

United States Patent and Trademark Office

## COUNTRY CLUB ELITE

**Reg. No. 4,497,140**

**Registered Mar. 18, 2014**

**Int. Cl.: 28**

**TRADEMARK**

**PRINCIPAL REGISTER**

J.R. MATS, INC. (PENNSYLVANIA CORPORATION)  
1519 MACDANIEL DRIVE  
WEST CHESTER, PA 193807037

FOR: GOLF PRACTICE MATS, IN CLASS 28 (U.S. CLS. 22, 23, 38 AND 50).

FIRST USE 4-11-2006; IN COMMERCE 4-11-2006.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 85-906,440, FILED 4-17-2013.

KATHLEEN M. VANSTON, EXAMINING ATTORNEY



*Michelle K. Lee*

Deputy Director of the United States  
Patent and Trademark Office

**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 D

INTERNET ARCHIVE  
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http://www.duraprogolfmats.com/Dura-Pro-Real-Feel-Country-Club-Woodtee-Golf-I Go

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Customer Service

# Dura-Pro™

## the #1 Mat in Golf



Residential Golf Mats	Commercial Driving Range Mats	Multi-Club Champion WoodTee Golf Mats	Real Feel Country Club WoodTee Golf Mats	Zoysia Ultimate Fairway Driving Range Mats	Opti-Turf Optishot Golf Mats	High Velocity Golf Nets
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**Dura-Pro™ Real Feel Country Club WoodTee™ Golf Mats**  
*The Ultimate in Commercial WoodTee Golf Mats WITH PRO TURF!™*  
**# 1 Choice For Driving Ranges & Home Owners Who Want the BEST!**



**Swing Down & Through    No Bounce    True Divot Action**



**Commercial Country Real Feel™  
Commercial WoodTee Golf Mat**

**10 Year UV Protection**

**DURA-PRO "The No Bounce Hit Down & Through Golf Mats"™**

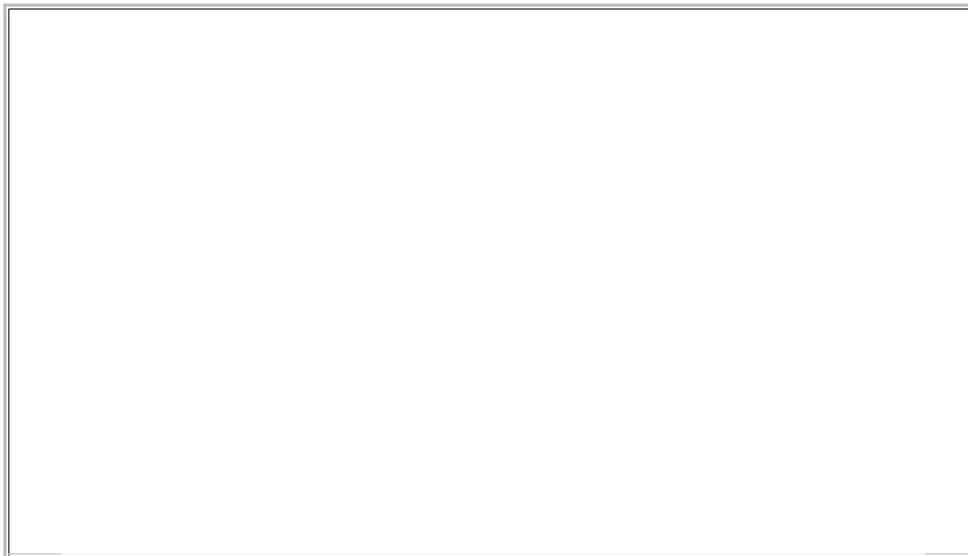


Perfect For

**Driving Ranges**

**Tee Lines**

**Golf Courses**



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# Use Your Own Wooden Tees



Swing Down and Through

**NO Bounce!**

Easy On Elbows & Wrists

Dense Spring Tech Fiber System™

Takes a Real Wood Tee

True Divot Action

Vary Your Tee Height - Use With All Clubs

## For Use With All Clubs

Dura-Pro Golf Mats

**NO SHOCK**

World's #1 Golf Mat

**FOR HEAVY IRON AND DRIVER USE!**

DURA-PRO

"The No Bounce

Hit Down & Through Golf Mats"™

Dura-Pro Golf Mats™

**NO BOUNCE**

"The NO BOUNCE Hit Down & Through Golf Mats"™



**Ours**      **Theirs**

- No bounce
- Swing Down & Through
- True Divot Action
- USE ALL CLUBS

**Dura-Pro Real~Feel™**

Get the Real Feel with a Dura-Pro Plus™ WoodTee™ Golf Mat Today!

Dura-Pro Plus™ Golf Mats Out Last Them All™

Everyone is always comparing their mats to a Dura-Pro™ Mat. To be fair, let's ask an impartial 3rd party... STANLEY!

Dura-Pro™ Real Feel Country Club WoodTee™ Golf Mats Features & Facts

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- Use Real Tees
- Approx. 2" Thick
- 100% MADE IN THE USA NYLON
- 140oz Face Weight
- 10 Year UV Protection



- Will Not Stain Clubs
- Indoor / Outdoor
- Real Feel Technology™
- True Feel Golf Mat™
- USE ALL CLUBS

### About the Dura-Pro™ Spring Tech Commercial WoodTee Fiber System

Dura-Pro WoodTee long dense Dura-Turf™ fiber system allows you to hit down on the ball without the "bounce" that other golf mats have.

Most golf mats use a rubber tee and you have to adjust to it. WoodTee Tour Turf™ accepts a real wooden tee allowing you to chose your tee hight for various clubs. Rubber tees can obstruct your club-head at the point of impact giving you a different feel than you get off a real tee.

WoodTee Tour Turf™ Long Dense Fiber System solves the "fat shot problem" most mats have. If you hit down on the ball properly, the club passes freely "down and through" the ball. You will feel the difference in a fat shot because the long fiber system will slow the club head down as if you have taken a deep divot.

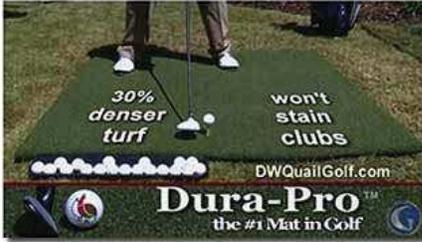
With a typical golf mat, the club would "bounce" on the mat for an unnatural feel and false results. WoodTee Tour Turf™ is made of spring-set grass-like fibers that move, absorb and dissipate the downward blow of a golf shot simulating the feel of taking a divot.

WoodTee Tour Turf™ actually lets you **hit down on the ball** so you can practice proper impact, which dictates the quality of a good shot. With WoodTee Tour Turf™, you get a true feel so that you know if you have struck the ball fat, think or just right.

Long Dense Fiber approximate thickness is 2" - high bonded to a reinforced foam pad. The foam is designed to give the mat a good feel as well as weight it down.

**Dura-Pro™ Golf Mats** the #1 Mat in Golf™

As Seen On THE GOLF CHANNEL



**Special Price**  
**FREE Shipping**  
**All Turfs & Sizes**  
**Real Feel Country Club Golf Mats**

**Real Feel Golf Mats**

**At Dura-Pro Sports, We Don't Just Sell Any Golf Mat, WE ENGINEER THEM!**

Dura-Pro™ Real Feel Country Club WoodTee™ Golf Mats  
**are for use in high traffic commercial settings or for the home owner who demands the best mat available!**

Pay Less! Buy Factory Direct

Dura-Pro 3' x 4' Real Feel Country Club WoodTee Golf Mat Package	Only \$218.00 <a href="#">Add to Cart</a> <a href="#">Check Out</a>
Dura-Pro 3' x 5' Real Feel Country Club WoodTee Golf Mat Package	Only \$256.00 <a href="#">Add to Cart</a> <a href="#">Check Out</a>
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**Package**

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Residential Golf Mats	Commercial Driving Range Mats	Multi-Club Champion WoodTee Golf Mats	Real Feel Country Club WoodTee Golf Mats	Zoysia Ultimate Fairway Driving Range Mats	Opti-Turf Optishot Golf Mats	High Velocity Golf Nets
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**Swing Down & Through    No Bounce    True Divot Action**



**Commercial Country Real Feel™  
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**10 Year UV Protection**



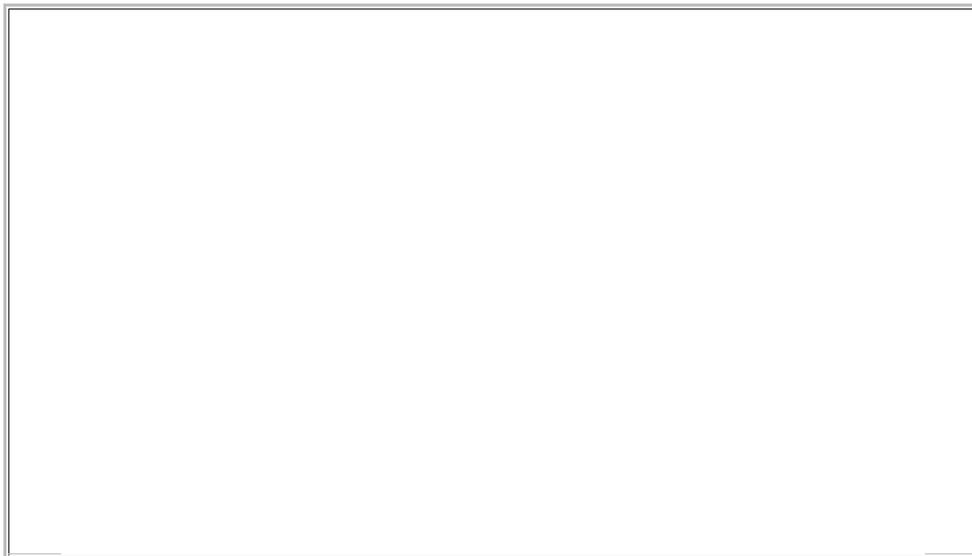
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Perfect For

**Driving Ranges**

**Tee Lines**

**Golf Courses**



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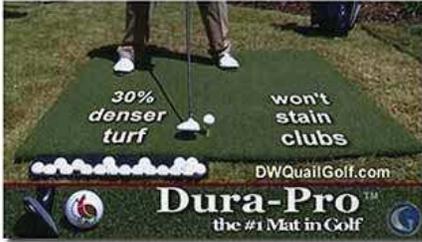
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