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Proceeding No.	91217630
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Part	1	of	1
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91217630

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

_____) Opposition No. 91217630
Sturgis Motorcycle Rally, Inc.,)
)
Opposer,)
)
vs.) Deposition of:
) **CLINTON BRENGLE**
Gary St. Martin Hansen,)
)
Applicant.) **ORIGINAL**
_____)

BEFORE: Jeanne Speck Quinn
Court Reporter and Notary Public
Rapid City, South Dakota

DATE: April 6, 2016 at 10:06 a.m.

PLACE: Clayborne, Loos & Sabers, LLP
2834 Jackson Boulevard
Suite 201
Rapid City, South Dakota

APPEARANCES:

Representing the Opposer:

MR. JASON M. SNEED
Sneed PLLC
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Davidson, North Carolina

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* * * *

1 (Exhibits 1 through 22 previously marked for
2 identification by Counsel for Opposer.)

3 **CLINTON BRENGLE,**

4 called as a witness, being first duly sworn, testified as
5 follows:

6 **EXAMINATION BY MR. SNEED:**

7 **Q** Mr. Brengle, good morning. How are you?

8 **A** Good.

9 **Q** Please state your full name for the record.

10 **A** Clinton James Brengle.

11 **Q** Okay. And where do you live?

12 **A** Sturgis.

13 **Q** Mr. Brengle, have you been deposed before?

14 **A** No.

15 **Q** Okay. Since this is your first time being deposed,
16 maybe we could talk about a few, you know, ground rules
17 to make this go smoothly today.

18 **A** Okay.

19 **Q** Are you familiar with Sturgis Motorcycle Rally, Inc.?

20 **A** I am.

21 **Q** Okay. And you understand that I am an attorney for
22 SMRI?

23 **A** Yes.

24 **Q** And we can call Sturgis Motorcycle Rally, Inc., SMRI;
25 is that fine?

1 **A** Yep.

2 **Q** Okay. During the deposition, if you need a break at
3 anytime, feel free to speak up and we'll go ahead and
4 take a break.

5 **A** Okay.

6 **Q** If you don't understand a question I've asked, feel free
7 to ask me for clarification or to restate it.

8 **A** Okay.

9 **Q** And another thing that we can do to be helpful to the
10 court reporter and to make a clean record is to avoid
11 talking over each other, letting each other finish our
12 sentences before the other person answers.

13 **A** Sounds good.

14 **Q** Okay, good. Finally, as you've been doing, we'll ask
15 that you give verbal or audible responses, "yes," "no,"
16 or an answer to a question, rather than nodding your
17 head, since the court reporter can't pick up nods of the
18 head.

19 **A** Okay.

20 **Q** All right. Mr. Brengle, who is your employer?

21 **A** The HomeSlice Group; HomeSlice, Incorporated.

22 **Q** Okay. What is your position with HomeSlice?

23 **A** I'm the vice president.

24 **Q** Okay. Are you one of the owners of the business?

25 **A** I am.

1 **Q** We met with Mr. Kinney earlier and received testimony
2 from him. Are your partners Mark Bruch and Dean Kinney?

3 **A** Yes.

4 **Q** Okay. How would you describe the business of HomeSlice?

5 **A** There's -- it's a typical small business, several
6 different entities. It's a -- marketing and advertising
7 is one branch of it, firm. We own a commercial
8 property, the Loud American Roadhouse. It's a
9 restaurant on Main Street in Sturgis. And we have a
10 radio group. We own six different signals in the Rapid
11 City market.

12 **Q** Okay.

13 **A** And then my part in it is I'm a software consultant.

14 **Q** Part of HomeSlice's business is providing consulting in
15 the software field?

16 **A** Yes.

17 **Q** And what type of consulting or software consultant
18 services do you and HomeSlice provide?

19 **A** The majority of it's avionics software, black box type
20 things.

21 **Q** That leads us to the next question, which is what is
22 your educational background?

23 **A** I have a Bachelor's degree in computer science from the
24 South Dakota School of Mines.

25 **Q** And when did you receive that?

1 **A** May of '93.

2 **Q** And do you have any additional education or training?

3 **A** No. Not -- no.

4 **Q** And what kind of -- when you're providing software
5 consulting services, what kinds of software are you
6 designing?

7 **A** It's kind of -- well, a lot of it all over the avionics.
8 Flight management systems is the majority of it. It's
9 the computer that helps the pilot fly safely and
10 efficiently, but I've worked on several different LRU's
11 they're called, from autopilots to engine controllers to
12 different types of things.

13 **Q** What's an LRU?

14 **A** Line replaceable unit.

15 **Q** Are you familiar with my client and the Opposer in this
16 opposition proceeding, Sturgis Motorcycle Rally, Inc.?

17 **A** I am.

18 **Q** Okay. And what does your relationship or familiarity
19 with SMRI consist of?

20 **A** We're the acting licensing agent for SMRI, and we were
21 previously with the Sturgis Chamber licensing agent for
22 several years. I can't remember how long.

23 **Q** When you say "we," are you referring to HomeSlice?

24 **A** I am.

25 **Q** Okay. And what has your particular focus or involvement

1 been with SMRI through its agent relationship with
2 HomeSlice?

3 **A** It's mostly on the licensing end working with
4 Jerry Berkowitz from the licensing standpoint and
5 through design approvals, anything on that type of -- on
6 that end of things, I guess.

7 **Q** How long have you been involved in the licensing issues
8 pertaining to SMRI?

9 **A** SMRI?

10 **Q** Yes.

11 **A** Since the beginning, in 2010, or whatever, when they
12 bought the marks.

13 **Q** And you understand that the marks of SMRI were acquired
14 from the Sturgis Area Chamber of Commerce?

15 **A** Correct.

16 **Q** Okay. And did you have some role with HomeSlice as
17 pertaining to the trademarks of the Sturgis Chamber
18 before they were acquired by SMRI?

19 **A** Yes.

20 **Q** And what was your involvement then?

21 **A** Typically, the same thing. I handled all the licensing,
22 a lot of the communication with the licensees, handled
23 all the design approvals, you know, the quality control
24 type things from a licensing standpoint.

25 **Q** Is one of the trademarks that was used and owned by the

1 Sturgis Chamber prior to 2010 the Black Hills trademark?

2 **A** Yes.

3 **Q** Okay. And was the Black Hills trademark acquired by
4 SMRI in 2010?

5 **A** Yes.

6 **Q** Okay. Does SMRI continue to own the Black Hills
7 trademark to this day?

8 **A** Yes.

9 **Q** Okay. Has SMRI, and before it the Sturgis Chamber,
10 engaged in licensing of the Black Hills trademark?

11 **A** Yes.

12 **Q** And what is the general subject matter of the licensing
13 that has been done with the Black Hills trademark? You
14 can speak generally.

15 **A** Well, it's as it relates to the motorcycle rally, and on
16 dozens of different products.

17 **Q** And when you refer to the "motorcycle rally," are you
18 referring to the Sturgis Motorcycle Rally that has also
19 been called the Black Hills Motor Classic over the
20 years?

21 **A** Yes.

22 **Q** Okay. And approximately -- well, first of all, is there
23 a particular time that the annual motorcycle rally is
24 held?

25 **A** Yes. It's --

1 Q When is that?

2 A It's always the first -- it's the first week in August
3 after the first full weekend, which means the very
4 earliest it can start is the third of August.

5 Q And how many people attend the Sturgis Motorcycle Rally
6 or the Black Hills Motor Classic?

7 A That's a good question. I think they do -- they do some
8 different types of things to pretty much guess at that,
9 but it's hundreds of thousands, I guess, is -- it's 600
10 plus, probably.

11 Q Okay. 600,000 plus?

12 A Yes.

13 Q Okay. And that is over a, roughly, 7 to 10-day time
14 period?

15 A Yes.

16 Q Okay. And, again, generally speaking, on what types of
17 products is the Black Hills trademark used in
18 conjunction with the annual motorcycle rally?

19 A It's dozens. It's any kind of apparel, T-shirts,
20 sweatshirts, women's clothing, shot glasses, patches,
21 pins, any kind of glassware, headwear. I've seen it on
22 golf balls. I've seen it on pens, pencils. I mean,
23 it's, literally, almost anything you can think of.

24 Q How does SMRI authorize the use of the Black Hills
25 trademark with respect to that wide variety of goods you

1 just described?

2 **A** Through a license.

3 **Q** Does SMRI maintain license agreements with companies
4 that sell all those types of products?

5 **A** Sell and manufacture, yes.

6 **Q** And are you involved in the process for managing the
7 quality of the products that are sold using the Black
8 Hills trademark?

9 **A** Yes.

10 **Q** And what has your -- if you would describe generally,
11 what has your involvement in quality control been over
12 the years?

13 **A** Initially, it starts off with the design. Make sure the
14 design is using the marks and designating the marks
15 correctly, and then after that approval is done, then we
16 require the licensee to send us samples, and, obviously,
17 have discussions with them. Apparel, for example, make
18 sure it's on the -- not on a reject garment or something
19 like that.

20 **Q** So do I hear you correctly to be testifying that there
21 are really two components to quality control with
22 respect to the Black Hills trademark, there's the
23 initial review of a design to ensure the proper use of
24 the trademark; and then there's a second review of the
25 product, itself, on which the Black Hills mark is used?

1 **A** Correct.

2 **Q** Okay. And have you had instances in which you have
3 rejected designs because they don't comport with SMRI's
4 brand standards?

5 **A** Oh, yeah.

6 **Q** Okay. And what does SMRI do when it has a design of a
7 product cross your desk, for example, that doesn't
8 comport with brand standards?

9 **A** Communicate that back to the licensee and tell them
10 what's wrong with it and why we won't approve it.

11 **Q** And does SMRI require the licensee to change the design
12 so that it does ultimately does comport with SMRI's
13 brand standards?

14 **A** Yes.

15 **Q** And have you had instances in which the product, itself,
16 when you're reviewing a sample, doesn't meet with SMRI's
17 standards?

18 **A** Yeah.

19 **Q** And what happens in those instances?

20 **A** Discussion, another discussion with the licensee,
21 communicating what the problem is.

22 **Q** Okay. I'm handing you what has been marked as Opposer's
23 Exhibit 1, and I'll ask if you recognize Exhibit 1.

24 **A** Yeah. It's my deposition Notice.

25 **Q** Okay. That's the Notice that has sought your testimony

1 at this deposition today?

2 **A** Correct.

3 **Q** Okay. And do you have an understanding of the nature of
4 the proceeding in which you're testifying today?

5 **A** Yeah.

6 **Q** Now what is the proceeding or what is SMRI seeking to
7 stop from happening in this proceeding?

8 **A** Registration at the Patent and Trademark Office.

9 **Q** And it would be against Mr. Hansen's IT'S A BLACK HILLS
10 THING! YOU WOULDN'T UNDERSTAND, 'TILL YOU BEEN HERE! --

11 **A** Correct.

12 **Q** -- trademark?

13 **A** Correct.

14 **Q** We're going to get back to the licensing issues in a
15 little bit, Mr. Brengle, but first I'd like to talk
16 about trademark enforcement matters with respect to the
17 Black Hills trademark; okay?

18 **A** Okay.

19 **Q** Are you or -- are you involved or have you had
20 involvement in SMRI or before the Sturgis Chamber's
21 activities to enforce the Black Hills trademark to make
22 sure that it's not being misused by others?

23 **A** Yes.

24 **Q** Okay. Describe, generally, your role in trademark
25 enforcement.

1 **A** Typically, I would be the one that was out in the
2 market, or, if we had a call from a licensee that had
3 noticed some product in question, if you will, I would
4 be the one to go look at it, wherever it might be.

5 Also, interfacing with the ICE agents that we've
6 used on occasion, things like that.

7 **Q** Okay. ICE agents, referring to Immigrations and Customs
8 Enforcement?

9 **A** Correct.

10 **Q** Those are federal government officials?

11 **A** Yep.

12 **Q** Okay. I'm handing you what has been marked as
13 Exhibit 2, and I'll ask if you recognize Exhibit 2.

14 Take your time, if you need it, to look through
15 Exhibit 2 and it's various exhibits.

16 **A** (Reviewing Exhibit 2.) Yeah, I recognize it.

17 **Q** What is Exhibit 2?

18 **A** It's a cease and desist letter to Bar Meltzer and
19 Ravaye Meltzer from 2011.

20 **Q** And does the cease and desist letter at Exhibit 2 have
21 anything to do with the Black Hills trademark owned by
22 SMRI?

23 **A** Yes.

24 **Q** And was SMRI, pursuant to Exhibit 2, seeking to enforce
25 its rights and its registered trademark Black Hills?

1 **A** Yes.

2 **Q** Okay. If you'd look at the attachments to Exhibit 2, do
3 you see any products or use by Mr. and Mrs. Meltzer that
4 gave rise to the concern about misuse of the Black Hills
5 trademark?

6 **A** Yes.

7 **Q** I see you paused on the page that has a number on the
8 bottom SMRI00039459; do you see that?

9 **A** Yep.

10 **Q** And what do you see on Page 39459 that gives you
11 concern?

12 **A** Right at the top of the design it says, Black Hills
13 Rally.

14 **Q** Okay. And was that use by Mr. and Mrs. Meltzer
15 authorized or approved by SMRI?

16 **A** No.

17 **Q** And did SMRI then send this cease and desist letter
18 through its counsel to bring about the cessation of use
19 of the Black Hills trademark by Mr. and Mrs. Meltzer?

20 **A** Yes.

21 **Q** Did that use eventually cease after SMRI sent this cease
22 and desist letter?

23 **A** Yes.

24 **Q** And do you also have any understanding as to whether
25 Mr. and Mrs. Meltzer ran afoul of any other federal

1 laws?

2 **A** Yeah. I don't know the specifics, but I know, speaking
3 of the ICE agents, they got involved with this business,
4 same business.

5 **Q** Okay. And there was a -- so there was a government
6 enforcement activity also related to Mr. and
7 Mrs. Meltzer?

8 **A** Correct.

9 **Q** Okay. Let's also look at the last page of Exhibit 2.
10 Do you see any product that's relevant on that page?

11 **A** Yeah. Again, at the top it says, Black Hills Rally.

12 **Q** What kind of a product is that?

13 **A** Appears to be a lady's garment, and, I don't know, looks
14 like maybe a bling design, for lack of a better word.

15 **Q** Uh-huh.

16 **A** I can't think of what they call it, but rhinestones,
17 basically, is the design.

18 **Q** Certainly. Now did Mr. and Ms. Meltzer cease that use
19 of the Black Hills term on the product shown at the last
20 page of Exhibit 2 after receiving the cease and desist
21 letter from SMRI?

22 **A** Yes.

23 **Q** Okay. Mr. Brengle, I'm handing you now what has been
24 marked as Exhibit 3, Opposer's Exhibit 3. Do you
25 recognize Exhibit 3?

1 **A** Yep.

2 **Q** What is it?

3 **A** It's a cease and desist letter to a company called
4 Coyote Claw.

5 **Q** Okay. What was your involvement in the Coyote Claw
6 cease and desist letter?

7 **A** In the actual letter?

8 **Q** Or in obtaining information related to the letter, if
9 you know?

10 **A** It's a retailer in Rapid City, and, again, my
11 involvement was looking at the product they were
12 carrying in the store.

13 **Q** And are example -- is there an example of the Coyote
14 Claw's misuse of the SMRI Black Hills mark shown on the
15 page numbered SMRI00039480?

16 **A** Yes.

17 **Q** And what about the use on that page gave you concern as
18 the brand enforcement person for SMRI?

19 **A** Right at the top of the design it says, Black Hills
20 Rally.

21 **Q** Was that use authorized or approved by SMRI?

22 **A** No.

23 **Q** Okay. Do you also see anything related to the nature of
24 the tag that gives you concern?

25 **A** Yeah, it's a cut-tag shirt.

1 Q What does that mean, cut-tag shirt?

2 A It means it's a second. It's a reject.

3 Q When you say a "reject" shirt, how does that work or how
4 does that result from a cut tag?

5 A Either it's a -- there's some blemish on the garment.
6 Either it's, like, a seam isn't sewn straight or the
7 weight of the shirt isn't right, or it's not consistent.
8 Something is wrong with the garment.

9 Q Does SMRI approve of the use of its Black Hills
10 trademark in conjunction with imperfect or blemished
11 garments?

12 A No.

13 Q Okay. And is this an example of the type of quality
14 control that you would engage in if you saw a product
15 proposed to be used with SMRI's marks with a tag of this
16 nature?

17 A Yeah.

18 Q Okay. You would stop that from being sold to the
19 public?

20 A Yes.

21 Q Okay. Why does SMRI have a policy like that with
22 respect to inferior garments with respect to its Black
23 Hills trademark?

24 A One of the criteria of keeping your trademarks is
25 quality control, so we have to enforce on quality to

1 keep our mark.

2 **Q** And do you believe there would be some affect on the
3 consuming public if garments of inferior quality were
4 sold under the Black Hills trademark?

5 **A** Yes.

6 **Q** And what would that effect be?

7 **A** It cheapens your brand, I guess, for lack of a better
8 word. You know, we're trying to build a brand, not put
9 it on inferior products.

10 **Q** All right. Looking at the next three pages, starting
11 with Page 39481 and ending with 39483, do you see other
12 items that gave you concern with respect to SMRI's Black
13 Hills trademark?

14 **A** Yes.

15 **Q** And what are those?

16 **A** 481, it says, Black Hills Rally on the design. As does
17 482. As does 483.

18 **Q** Okay. And were those uses approved of by SMRI at the
19 time?

20 **A** No.

21 **Q** Okay. And do you have an understanding of whether
22 SMRI's enforcement against Coyote Claw was successful?

23 **A** Yes, it was.

24 **Q** Okay. As part of the enforcement activities of SMRI
25 with respect to its Black Hills mark, does SMRI monitor

1 trademark filings at the Patent and Trademark Office?

2 **A** Yeah.

3 **Q** Okay. And has SMRI ever instigated any opposition
4 proceedings to stop the registration of a trademark at
5 the PTO having the Black Hills term as part of it?

6 **A** I believe so, yes.

7 **Q** Okay. I'm going to hand you what has been marked as
8 Opposer's Exhibit 4 and ask if you recognize Exhibit 4.

9 **A** I do.

10 **Q** What is Exhibit 4?

11 **A** It's a Notice of Opposition at the Patent and Trademark
12 Office against a company called Sturgis Black Hills
13 Rally S.D., LLC.

14 **Q** And where is that company located?

15 **A** Ormond Beach, Florida.

16 **Q** And do you have an understanding of who is the principal
17 behind the company that filed this particular
18 application that was opposed by SMRI?

19 **A** Yes.

20 **Q** And who is that?

21 **A** It's Nir Giist.

22 **Q** Could you spell Giist?

23 **A** G-I-S-T, I think.

24 **Q** Okay. And if you flip through, you'll see the Notice of
25 Opposition, and do you have an understanding of what is

1 the trademark that was being sought for registration
2 that SMRI opposed?

3 **A** Here we go. Sturgis Black Hills Rally -- or Sturgis --
4 yeah, Sturgis Black Hills Rally S.D.

5 **Q** The company Sturgis Black Hills Rally S.D., LLC, was
6 applying to register Sturgis Black Hills Rally S.D. at
7 the PTO?

8 **A** Correct.

9 **Q** And SMRI opposed that application?

10 **A** Correct.

11 **Q** Okay. Has that application been concluded?

12 **A** No.

13 **Q** Okay. It's still pending?

14 **A** Correct.

15 **Q** Okay. Good.

16 All right. Would the current opposition
17 proceeding that you're here for today against
18 Mr. Hansen's application also be an application to
19 register a trademark including the Black Hills term that
20 SMRI is opposing?

21 **A** Yes.

22 **Q** Okay. We spoke a little bit earlier about licensing
23 activities. Who are -- well, actually, let me --

24 I'm going to show you Exhibit 31, which was marked
25 previously in the Kinney deposition, and I'll ask if you

1 recognize Exhibit 31.

2 **A** It appears to be the application by Mr. Hansen.

3 **Q** And it's a PTO printout describing his mark and the
4 goods and services for which it is applied to be
5 registered?

6 **A** Yes.

7 **Q** Okay. And do you see there under the Goods and Services
8 section on first page of Exhibit 31 the description of
9 his services for which he's applying to register his
10 IT'S A BLACK HILLS THING! mark?

11 **A** Yep.

12 **Q** And would you read those, that description, into the
13 record, please.

14 **A** Custom imprinting of T-shirts, custom imprinting of
15 bumper sticker with decorative designs, custom
16 imprinting of slogan with messages, imprinting messages
17 on T-shirts, imprinting messages on wearing apparel and
18 mugs, imprinting of decorative designs on T-shirts,
19 silkscreen printing, T-shirt embroidering services.

20 **Q** Okay. Given your familiarity with SMRI's licensing
21 activities, Mr. Brengle, do you have an understanding as
22 to whether SMRI has licensed to others the right to do
23 those types of services listed in Mr. Hansen's
24 application?

25 **A** We have.

1 **Q** Okay. Has SMRI licensed, in your understanding, all of
2 those types of things to others to be able to do using
3 the Black Hills trademark?

4 **A** Yes.

5 **Q** And has SMRI licensed those activities to others to be
6 able to do with respect to the Black Hills trademark
7 since at least before Mr. Hansen's filing date of
8 November 6, 2013?

9 **A** Yes.

10 **Q** Okay. Do you have an understanding of how long SMRI, or
11 its predecessor, the Sturgis Chamber, have been engaged
12 in licensing of those imprinting services using the
13 Black Hills trademark?

14 **A** Yeah, it would be back in the mid-'80s.

15 **Q** Okay. Going back 30 years?

16 **A** Yeah.

17 **Q** Okay, you can set Exhibit 31 aside now. Thank you.

18 Who are you -- who, or what, companies are you
19 familiar with that are licensees of SMRI that are
20 engaged in the printing services that we've just talked
21 about as applied for by Mr. Hansen for his mark?

22 **A** Tom's T's, Good Sports, Nova Wear, Black Hills Rally &
23 Gold, Express Marketing. There would be others, too.

24 **Q** Okay. Do any of those print T-shirts for others
25 utilizing the Black Hills trademark?

1 **A** Yes.

2 **Q** Okay, which ones?

3 **A** All of them.

4 **Q** Okay. Do any of those print or engage in the practice
5 of embroidering goods for others using the Black Hills
6 trademark?

7 **A** Yes.

8 **Q** And which ones?

9 **A** Good Sports, and Nova Wear, and I believe Express
10 Marketing does some embroidery, too.

11 **Q** Have those businesses that you listed that are the
12 licensees of SMRI engaged in those printing and
13 embroidery services since at least November of 2013?

14 **A** Yes.

15 **Q** I'm handing you what has been marked as Opposer's
16 Exhibit 5, and I'll ask if you recognize Exhibit 5.

17 **A** I do.

18 **Q** Okay. What is it?

19 **A** It's a licensing agreement with Tom's T's.

20 **Q** Is Tom's T's one of those licensees of SMRI that you
21 mentioned?

22 **A** Yes.

23 **Q** And does this License Agreement pertain, at least in
24 part, to SMRI's Black Hills trademark?

25 **A** Yes.

1 **Q** Does it identify the types of products that have been
2 licensed to Tom T's -- Tom's T's to manufacture and
3 resell or sell?

4 **A** Yes.

5 **Q** Okay. Now where would you find the licensed products
6 identified in this license?

7 **A** Under Paragraph 1b.

8 **Q** Okay. Is this license with SMRI in effect to this day?

9 **A** Yes.

10 **Q** Okay. Why does SMRI engage in licensing its Black Hills
11 trademark to others to use in connection with
12 manufacture and sale of products?

13 **A** That's their revenue source, is licensing.

14 **Q** The licensees pay royalties to SMRI for the use of
15 SMRI's Black Hills trademark?

16 **A** Correct.

17 **Q** And what does SMRI do with the proceeds that it receives
18 in the form of royalties from licensees?

19 **A** A large majority of them go back to Sturgis Rally
20 charities and are donated back to the community.

21 **Q** Okay, good.

22 I'd like to talk with you now, Mr. Brengle, about
23 a number of products that are sold by SMRI and its
24 licensees utilizing the Black Hills trademark. But,
25 first of all, are you familiar with the products of SMRI

1 and its licensees pertaining to the Black Hills
2 trademark?

3 **A** Yes.

4 **Q** Okay. Handing you what has been marked as Opposer's
5 Exhibit 6. Do you recognize Exhibit 6?

6 **A** Yes.

7 **Q** What is Exhibit 6?

8 **A** It's a travel mug.

9 **Q** And does this have SMRI's Black Hills trademark used on
10 the product?

11 **A** Yes.

12 **Q** Okay. And who is the licensee that is licensed to use
13 the Black Hills trademark in conjunction with this
14 product?

15 **A** Good Sports, Hot Leathers.

16 **Q** Okay. And what is Hot Leathers?

17 **A** Hot Leathers is their retail arm of their business.

18 **Q** Of the Good Sports business?

19 **A** Yes.

20 **Q** And SMRI has a license with the Good Sports company?

21 **A** Correct.

22 **Q** Okay. Now I'm handing you what has been marked as
23 Opposer's Exhibit Number 7. Do you recognize Exhibit 7?

24 **A** I do.

25 **Q** What is Exhibit 7?

1 **A** It's a patch.

2 **Q** Okay. And do you find SMRI's Black Hills trademark used
3 on this patch?

4 **A** I do.

5 **Q** And where is that located?

6 **A** It's along the bottom. It says, Black Hills Rally.

7 **Q** Is this patch considered an embroidered good?

8 **A** Yeah. It says right on the card it's stuck to is
9 Embroidered Patch.

10 **Q** Okay. That would be on the top, right corner of the
11 card that comes with the patch, itself?

12 **A** Correct.

13 **Q** And does the patch identify SMRI as the source of the
14 product?

15 **A** It does.

16 **Q** Yeah.

17 **A** It says, Sturgis Motorcycle Rally, Inc., All Rights
18 Reserved.

19 **Q** Okay.

20 **A** And it's got a hologram on it.

21 **Q** Yeah, talk about the hologram, if you would. What is
22 the point of having a hologram on SMRI's licensed goods?

23 **A** It designates to the consumer that it is an officially
24 licensed product.

25 **Q** Okay.

1 **A** And, obviously, the source of that is SMRI.

2 **Q** And what company is the licensee that sold this product?

3 **A** Good Sports.

4 **Q** Okay. Now I'm handing you what's been marked as
5 Opposer's Exhibit 8. Do you recognize Exhibit 8?

6 **A** I do.

7 **Q** And do you see the use of SMRI's Black Hills mark on
8 Exhibit 8?

9 **A** I do.

10 **Q** Where do you see that?

11 **A** It's in the composite design on the right side of the
12 bumper sticker.

13 **Q** Is this a licensed product?

14 **A** It is.

15 **Q** And do you know which company is the licensee that had
16 that product manufactured and distributed?

17 **A** Black Hills Rally & Gold.

18 **Q** And where do you see that reference?

19 **A** It's on the, I guess, left-hand side there's a little
20 additional piece to hang it on that it says, Black Hills
21 Rally & Gold, Inc., Sturgis, South Dakota.

22 **Q** And this product also bears a hologram?

23 **A** Correct.

24 **Q** All right. Now I'm handing you what's been marked as
25 Exhibit 9. And I'll ask if you recognize what Exhibit 9

1 is.

2 **A** I do.

3 **Q** And what is it?

4 **A** It's a very large poster that was produced at the 50th
5 anniversary rally of a picture of Main Street.

6 **Q** So this is a photocopy of a big poster?

7 **A** Uh-huh.

8 **Q** How big is the poster?

9 **A** It's large. I would guess probably 5 or -- probably 5
10 or 6-feet wide by 4-foot tall-ish.

11 **Q** Okay. And does this carry SMRI's registered Black Hills
12 mark?

13 **A** It does.

14 **Q** And when we see a product that identifies the 50th
15 anniversary of the Sturgis Motorcycle Rally or the Black
16 Hills Motor Classic, as it's used here, what does that
17 tell us about the date of the annual event? What year
18 was that event held?

19 **A** 1990.

20 **Q** Okay. And what year -- what anniversary of the event
21 are we at currently?

22 **A** Just had the 75th.

23 **Q** So this is a 25-year-old poster?

24 **A** Correct.

25 **Q** Has SMRI used the Black Hills mark continuously, at

1 least since 1990, in conjunction and with the sale of
2 Black Hills merchandise?

3 **A** Yes.

4 **Q** I'm handing you now what's been marked as Exhibit 10 and
5 I'll ask if you recognize Exhibit 10. There's four
6 pages to it.

7 **A** I do.

8 **Q** Okay. And what is Exhibit 10?

9 **A** It's a T-shirt from 2013.

10 **Q** And do the T-shirts shown in Exhibit 10 use SMRI's Black
11 Hills trademark?

12 **A** Yes.

13 **Q** Okay. And do you see any indicia of registration in
14 conjunction with the use of Black Hills on this product?

15 **A** One more time.

16 **Q** Excuse me. Do you see any references to SMRI's having
17 registered the Black Hills trademark on this product?

18 **A** There's a registration mark after Black Hills; is that
19 what you're --

20 **Q** Yeah. So you're referring now, you're pointing to the R
21 in a circle after the word "Hills"?

22 **A** Yes, on the bottom of the design.

23 **Q** And you can see that R in a circle in each of the four
24 designs shown in Exhibit 10 after the word "Hills"?

25 **A** Yes.

1 **Q** On the first page of Exhibit 10 there's a -- not a
2 hologram, but there's a tag shown; do you see that?

3 **A** I do.

4 **Q** What is the significance of that tag?

5 **A** Again, that's what we have our licensees -- that's part
6 of the packaging requirements of a licensed product is
7 garments have the hangtag from SMRI on them.

8 **Q** Okay. Whereas a product like a bumper sticker or a
9 travel mug might have a hologram on that product, the
10 apparel products tend to have this card stock tag
11 attached?

12 **A** Yes.

13 **Q** All right. And what does SMRI intend to convey to
14 consumers by use of holograms or tags identifying SMRI
15 as the source?

16 **A** Well, first, that it's a licensed product, which would
17 mean that it's on a high-quality product.

18 **Q** All right. Mr. Brengle, now I am handing you what has
19 been marked as Exhibit 11. Do you recognize Exhibit 11?

20 **A** Yes.

21 **Q** And what is it?

22 **A** It's a hoodie sweatshirt.

23 **Q** And does the hoodie sweatshirt contain on it SMRI's
24 Black Hills trademark?

25 **A** It does.

1 Q Okay. Here -- and is this a product that has been sold
2 by SMRI or its licensees?

3 A Yes.

4 Q Does SMRI use any indicia of registration after the
5 phrase "Black Hills" on the sweatshirt?

6 A Yes.

7 Q Okay. And on this product there's an image of the front
8 a tag; do you see that?

9 A Yep.

10 Q Is that the reverse side of the tag we just saw on
11 Exhibit 10?

12 A It is.

13 Q Okay. And is there also a holographic image on the
14 front of the tag, itself?

15 A Yes.

16 Q Okay. Do you know which company is the licensee that
17 sells and has manufactured this product?

18 A I believe it's Good Sports.

19 Q Okay. Mr. Brengle, next I'm handing you what has been
20 marked as Exhibit 12. What is shown in Exhibit 12?

21 A It's a bottle koozie.

22 Q Is this another example of SMRI's licensed Black Hills
23 products?

24 A Yes.

25 Q Are you able to identify the company that has licensed

1 Black Hills for use on bottle koozies?

2 **A** I believe it's Good Sports. If not, it's probably Black
3 Hills Rally & Gold. They both produce bottle koozies.

4 **Q** And both subject to licenses with SMRI?

5 **A** Correct.

6 **Q** Now you're being handed what has been marked as
7 Exhibit 13. Do you recognize that?

8 **A** I do.

9 **Q** Does Exhibit 13 -- well, first of all, what product is
10 Exhibit 13?

11 **A** It's a pair of fingerless gloves, or, I think they call
12 them riding gloves maybe.

13 **Q** Made for riding motorcycles?

14 **A** Yes.

15 **Q** And does SMRI's Black Hills trademark appear on these
16 fingerless riding gloves?

17 **A** Yes.

18 **Q** Okay. What's the company that has been licensed to
19 manufacture and sell and distribute the riding gloves?

20 **A** Good Sports.

21 **Q** Okay. Now I'm showing you what has been marked as
22 Exhibit 14, and I'll ask if you recognize that.

23 **A** I do.

24 **Q** What is it?

25 **A** It's the hangtag that we used at the 75th anniversary

1 rally.

2 **Q** And, again, this hangtag signifies what?

3 **A** That the product is officially licensed.

4 **Q** Okay. And is the Black Hills trademark used and
5 identified prominently on the hangtag?

6 **A** Yes.

7 **Q** Very good.

8 All right. Next you're being handed what's been
9 marked as Exhibit 15. Do you recognize this?

10 **A** I do.

11 **Q** What is this product?

12 **A** It's a magnet.

13 **Q** Okay. Is SMRI's Black Hills trademark used within this
14 magnet?

15 **A** It is.

16 **Q** In what way?

17 **A** Across the top of the composite it says, Black Hills
18 Motorcycle Classic.

19 **Q** Okay. And when was this product used in commerce
20 containing the Black Hills mark?

21 **A** 1997. This is the 57th anniversary.

22 **Q** All right. Do you have an understanding of which
23 company is the licensee with respect to this product?

24 **A** Black Hills Rally & Gold.

25 **Q** And are they -- where is Black Hills Rally & Gold

1 located?

2 **A** Sturgis.

3 **Q** Okay. Next you're being handed what has been marked as
4 Exhibit 16. Do you recognize this?

5 **A** I do.

6 **Q** And what does Exhibit 16 show?

7 **A** It's a bandanna with the composite mark on it.

8 **Q** And is the Black Hills trademark used within the design
9 shown on Exhibit 16?

10 **A** It is.

11 **Q** Okay. What does the company -- well, is there a company
12 that was licensed to have manufactured and to sell
13 bandanas containing these marks and designs in commerce?

14 **A** Yes.

15 **Q** Which company is that?

16 **A** Tom's T's.

17 **Q** Okay. And how do you see that?

18 **A** At the bottom, right-hand corner of the design they have
19 a -- their company logo there.

20 **Q** Okay. Next you're being handed what has been marked as
21 Exhibit 17. Do you recognize Exhibit 17?

22 **A** I do.

23 **Q** What is it?

24 **A** It's a collection of a bunch of licensed patches going
25 back to 1989.

1 Q Do you know who the licensee is pertaining to these
2 products?

3 A I do.

4 Q Who is that?

5 A Black Hills Rally & Gold.

6 Q Very good. And is the Black Hills trademark used within
7 the patches shown on Exhibit 17?

8 A They are.

9 Q Okay. Next, Mr. Brengle, you're being handed what has
10 been marked as Exhibit 18. Do you recognize that?

11 A I do.

12 Q What is it?

13 A It's a collection of decals or stickers.

14 Q Okay. What are the dates that this goes back to?

15 A 2002.

16 Q Okay. And were these products sold by an authorized
17 licensee of SMRI going back to 2002?

18 A Yes.

19 Q Okay. And which company is the licensee with respect to
20 these products, if you know?

21 A Black Hills Rally & Gold.

22 Q Okay. Now I'm showing you what's been marked as
23 Opposer's Exhibit 19. Do you recognize this?

24 A Yes.

25 Q And what is it?

1 **A** It's a garage poster.

2 **Q** Okay. And is there a particular licensee that put out
3 this garage poster?

4 **A** Yes, Tom's T's.

5 **Q** Okay. And is the Black Hills mark used within the
6 design on the garage poster?

7 **A** Yes.

8 **Q** What is the date of this garage poster?

9 **A** 2003.

10 **Q** Okay. Now you're being handed what has been marked as
11 Exhibit 20, and I'll ask if you recognize Exhibit 20.

12 **A** I do.

13 **Q** What is it?

14 **A** It's a coffee mug.

15 **Q** And does the coffee mug use the SMRI's Black Hills
16 trademark on it?

17 **A** It does.

18 **Q** Okay. And what's the date in which this coffee mug was
19 sold to the public?

20 **A** 2004.

21 **Q** Okay. Do you have any idea which company is the
22 licensee that sold this product to the public?

23 **A** It's probably Black Hills Rally & Gold. It's possible
24 it was Matt Steiner also. He does some mugs. I'm not
25 sure exactly.

1 **Q** Is Mr. Steiner with M & J Distributing?

2 **A** M & J Distributing, yes.

3 **Q** Very good. Okay.

4 All right, Mr. Brengle, you're being handed what
5 has been marked as Exhibit 21. And what is shown in
6 Exhibit 21?

7 There may be a number of things here. You can
8 take a minute to look through it.

9 **A** (Reviewing Exhibit 21.) So there's some advertisements
10 on papers, and then a couple catalogs of licensed
11 product.

12 **Q** Are the first three pages of Exhibit 21 examples of
13 advertising that have been run by SMRI or its
14 predecessor, the Sturgis Chamber, to promote the Black
15 Hills Motor Classic, also called the Sturgis Motorcycle
16 Rally?

17 **A** Yes.

18 **Q** Okay. And can you identify the dates of these three
19 promotional materials or advertising?

20 **A** First one appears to be from 1987. The second one is
21 1989. The third one, the Cycle News is 1992.

22 **Q** Has SMRI, and the Chamber before it, continued to run
23 advertising and placed promotional materials in various
24 media and publication and catalogs since 1992 utilizing
25 the Black Hills trademark?

1 **A** Yes.

2 **Q** Okay. Then we also see in Exhibit 21 what you mentioned
3 as a catalog or several catalog pages?

4 **A** Uh-huh.

5 **Q** Do you see that?

6 **A** Uh-huh.

7 **Q** And do these catalogs display and reference the Black
8 Hills trademark?

9 **A** Yes.

10 **Q** Are you able to date these catalogs?

11 **A** The first one looks like it ran in the Journal in 1992.

12 **Q** When you refer to the "Journal," you're referring to the
13 Rapid City Journal?

14 **A** Yeah. Sorry.

15 **Q** The local newspaper?

16 **A** Yep, Rapid City Journal.

17 The second one is 1994 for the advertising
18 packages.

19 **Q** Okay.

20 **A** And the last one is 2003.

21 **Q** And then the last page of Exhibit 21, what does that
22 show, at least, in part?

23 **A** It's a previous hangtag that we used.

24 **Q** An older version of a hangtag used to convey to the
25 public the authentic nature of a licensed product that

1 was being sold pursuant to the Black Hills Motor
2 Classic, Sturgis Motorcycle Rally?

3 **A** Correct.

4 **Q** Okay. Finally, I'm showing you, Mr. Brengle, what we've
5 marked as Exhibit 22. Do you recognize Exhibit 22?

6 **A** Yes.

7 **Q** And what is it?

8 **A** It's a screen shot of one of the pages of SMRI's
9 website.

10 **Q** Okay. Does SMRI maintain a website?

11 **A** Yes.

12 **Q** And what does it do or intend to do with respect to such
13 website?

14 **A** This page is showing all the intellectual property that
15 SMRI owns.

16 **Q** Okay. And, in particular, is the Black Hills trademark
17 shown on the website page contained in Exhibit 22?

18 **A** Yes.

19 **Q** Good.

20 Mr. Brengle, now considering, again, Mr. Hansen's
21 application to register IT'S A BLACK HILLS THING! YOU
22 WOULDN'T UNDERSTAND, 'TILL YOU BEEN HERE!, in the
23 context of SMRI's rights and its usage of the Black
24 Hills trademark, do you have a concern with Mr. Hansen's
25 application if it were registered by the PTO?

1 **A** Yes.

2 **Q** Okay. And what are you concerned about with respect to
3 that application?

4 **A** Well, the categories it's in, it will dilute our Black
5 Hills mark.

6 **Q** Do you have an understanding of how consumers might
7 perceive that trademark, if used in conjunction with the
8 printing services identified in Mr. Hansen's
9 application?

10 **A** Yeah.

11 **Q** And what is your understanding?

12 **A** Well, it could cause confusion because we have licensees
13 that use that mark and wrap other designs and words
14 around it, so I'm sure they would be confused of what
15 the source of that product is.

16 **Q** Okay. And what, if any effect, do you believe that
17 would -- that that dilution that you described and the
18 confusion you described would have on SMRI's goodwill
19 that it has in the Black Hills trademark?

20 **A** It would hurt it.

21 **Q** Okay. Good.

22 MR. SNEED: Let's take a very short break.

23 (A recess taken at this time, 11:05 a.m.)

24 The deposition resumed at 11:09 a.m.)

25 MR. SNEED: Okay, we're back on the record.

1 Mr. Brengle, I have no further questions for you on
2 behalf of Sturgis Motorcycle Rally, Inc., and I thank
3 you for your time.

4 I now pass the witness to the Applicant.

5 I'll let the record reflect that the Applicant is
6 not present, either personally or through counsel, so
7 that Mr. Brengle's testimonial deposition is now
8 concluded.

9 (The deposition concluded at 11:10 a.m.)

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DEPONENT'S SIGNATURE PAGE

ORIGINAL

I, Clinton Brengle, the undersigned deponent, have this 24 day of June, 2016 read the foregoing pages 1 through 43, inclusive, have made the following change(s) (if any) to said testimony, have stated my reason(s) for each change or correction, and have signed below.

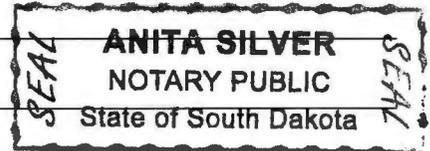
Clinton Brengle
Clinton Brengle

Changes/Corrections

Page Line Desired change and reason therefor:

Subscribed & Sworn to before me this 24th day of June, 2016

Anita Silver
Notary Public



My Commission Expires: 2/11/17

(Use a separate sheet similarly designated for additional changes, with signature of deponent on each sheet.)

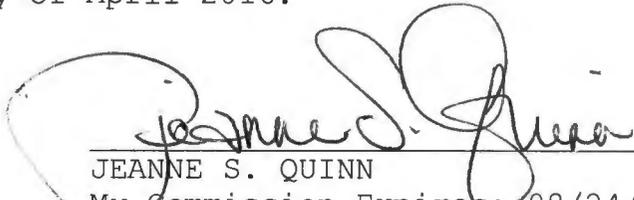
1 STATE OF SOUTH DAKOTA)
 2 COUNTY OF PENNINGTON) SS. CERTIFICATE

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I, JEANNE S. QUINN, Court Reporter and Notary Public, South Dakota, duly commissioned to administer oaths, certify that I placed the witness under oath before the witness testified; that the foregoing testimony of said witness was taken by me in shorthand, and that the same has been reduced to typewritten form under my supervision; that the foregoing transcript is a true and correct transcript of the questions asked, of the testimony given, and of the proceedings had.

I further certify that I am not related to, employed by, or in any way associated with any of the parties to this action, or their counsel, and have no interest in its event.

Witness my hand and seal at Rapid City, South Dakota, this 19th day of April 2016.


 JEANNE S. QUINN
 My Commission Expires: 08/24/18

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

In the matter of Trademark Application Serial No. 86/112,261
Trademark: IT'S A BLACK HILLS THING! YOU WOULDN'T UNDERSTAND, 'TILL YOU
BEEN HERE!
Filed: November 6, 2013
Published: April 1, 2014

Sturgis Motorcycle Rally, Inc.,)	
)	
Opposer,)	
)	
v.)	Opposition No. 91217630
)	
Gary St. Martin Hansen,)	
)	
Applicant.)	

OPPOSER

Sturgis Motorcycle Rally, Inc.

EXHIBIT 1

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

Sturgis Motorcycle Rally, Inc.,)
)
)
Opposer,)
)
v.) Opposition No. 91217630
)
)
Gary St. Martin Hansen,)
)
)
Applicant.)

**NOTICE OF TESTIMONIAL DEPOSITION OF
CLINT BRENGLE UPON ORAL EXAMINATION**

YOU ARE HEREBY NOTIFIED THAT pursuant to 37 C.F.R. § 2.124, Opposer Sturgis Motorcycle Rally, Inc. ("SMRi" or "Opposer"), by and through its counsel, will take the testimonial deposition upon oral testimony of Clint Brengle, HomeSlice Corporation, 1612 Junction Ave., Suite #4, Sturgis, South Dakota 57785. The examination will take place at the offices of Clayborne, Loos & Sabers LLP, 2834 Jackson Blvd., Suite 201, Rapid City, SD 57709-9129 on April 6, 2016 at 10:00 a.m. The examination shall take place before a certified court reporter, shall be recorded by stenographic and/or video means, and shall continue from day to day until completed. You are invited to attend and cross-examine.

Dated: March 17, 2016

Respectfully Submitted,

/s/ Jason M. Sneed
Jason M. Sneed, Esq.
SNEED PLLC
610 Jetton St., Suite 120-107
Davidson, North Carolina 28036
Tel: 704-779-3611
JSneed@SneedLegal.com
*Attorneys for Opposer, Sturgis
Motorcycle Rally, Inc.*

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

In the matter of Trademark Application Serial No. 86/112,261
Trademark: IT'S A BLACK HILLS THING! YOU WOULDN'T UNDERSTAND, "TILL YOU
BEEN HERE!
Filed: November 6, 2013
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Sturgis Motorcycle Rally, Inc.,)	
)	
Opposer,)	
)	
v.)	Opposition No. 91217630
)	
Gary St. Martin Hansen,)	
)	
Applicant.)	

OPPOSER

Sturgis Motorcycle Rally, Inc.

EXHIBIT 2

August 2, 2011

via Hand-Delivery

Bar Meltzer & Ravaye Meltzer
1626 Evergreen Dr., Apt. 9
Rapid City, SD 57702

Re: Sturgis Motorcycle Rally, Inc. / Bar & Ravaye Meltzer

Dear Mr. and Ms. Meltzer,

We hereby give you notice of a serious legal matter and ask that you give it your immediate attention. This law firm represents Sturgis Motorcycle Rally, Inc. ("SMRI") in its intellectual property matters, and we have become aware that you, by and through approximately a dozen retail locations and the Internet website SturgisApparel.com, are promoting, offering for sale, selling, distributing and/or otherwise transferring unauthorized and counterfeit goods. As a result, you are deceiving customers with respect to the origin, sponsorship and approval of such goods. As set forth below, we require that you immediately cease and desist from such unlawful activities and provide us with the information requested so that we may determine the extent of the harm caused by your acts.

The Rights of Sturgis Motorcycle Rally, Inc.

SMRI owns all right, title and interest in and to the marks STURGIS®, when used in conjunction with a wide variety of goods and services pertaining to the STURGIS® Motorcycle Rally, BLACK HILLS®, when used in conjunction with a wide variety of goods and services pertaining to the STURGIS® Motorcycle Rally, STURGIS RALLY & RACES™, STURGIS MOTORCYCLE RALLY™, STURGIS BIKE WEEK®, BLACK HILLS MOTOR CLASSIC STURGIS RALLY & RACES BLACK HILLS S.D. & Design® (depicted below), and the following trademark and service mark registrations and applications in the United States (collectively, the "STURGIS Marks"), together with various state trademark registrations and related rights:

- STURGIS®, U.S. Reg. No. 3,923,284, for use in connection with an extensive array of goods and services relating to the STURGIS® Motorcycle Rally, including "decals; iron-on and plastic transfers" and "clothing, namely, shirts";
- STURGIS™, U.S. Appl. Serial No. 76/201,759, for use in connection with an extensive array of goods and services relating to the STURGIS® Motorcycle Rally;

- BLACK HILLS®, U.S. Reg. No. 3,955,170, for use in connection with an extensive array of goods and services relating to the STURGIS® Motorcycle Rally;
- BLACK HILLS MOTOR CLASSIC STURGIS RALLY & RACES BLACK HILLS S.D. & Design®, U.S. Reg. No. 1,948,097, for use in connection with, *inter alia*, “promoting sports competitions and/or events of others, namely motorcycle rallies, exhibits and competitions”;



and

- STURGIS BIKE WEEK®, U.S. Reg. Nos. 2,070,955; 3,825,398; 3,818,703; 3,838,171; 3,383,171; 3,911,270; 3,923,236 for use in connection with a wide variety of merchandise.

The foregoing marks and accompanying registrations convey tremendous goodwill to SMRI and serve to identify SMRI as the official source for authentic STURGIS® Motorcycle Rally merchandise. SMRI, a non-profit entity, and its predecessors-in-interest have made substantial investments of time and money to acquire and expand such goodwill and to protect and enforce such rights.

The Unlawful Acts of Bar and Ravaye Meltzer

It has come to our attention that you are promoting, offering for sale, selling, distributing and/or otherwise transferring unauthorized and counterfeit goods displaying one or more of the STURGIS Marks. You also are using false, misleading and infringing designations in conjunction with the sale of your products, at numerous retail outlets in South Dakota (such as through those identified at the attached website printout) and over the Internet at www.SturgisApparel.com.

Examples of some of those goods acquired from your retail locations in South Dakota in recent weeks are shown in the attachments to this correspondence, and include t-shirts bearing counterfeits of SMRI's federally-registered STURGIS® and BLACK HILLS® marks. Some of those goods are of inferior quality, as shown by the cut-tag label on some shirts (example attached), and some of those goods contain iron-on or pressed transfers of SMRI's registered marks, despite SMRI's federal registration to the term STURGIS® in conjunction with “decals; iron-on and plastic transfers” and “clothing, namely, shirts”. You have no permission or license from SMRI to use any of the STURGIS Marks on or in conjunction with any of the goods or services covered by SMRI's registrations (this merchandise shall be referred to herein as “Meltzer's Infringing Goods”).

Your advertising, sale and distribution of Meltzer's Infringing Goods are likely to cause consumers to be confused, misled and deceived into believing that Meltzer's Infringing Goods are related to, sponsored by, or endorsed by SMRI. The offering, sale, distribution and marketing of Meltzer's Infringing Goods constitutes, *inter alia*, trademark infringement and unfair competition under the Lanham Act, 15 U.S.C. § 1051 et seq., among other violations of federal and state law.

The Lanham Act provides, in pertinent part:

(a) Civil action

(1) Any person who, on or 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, or

(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, shall be liable in a civil action by any person who believes that he or she is or is likely to be damaged by such act.

15 U.S.C. § 1125.

Your actions, including the offering, sale and distribution of Meltzer's Infringing Goods, are injurious to SMRI and the STURGIS Marks, and entitle SMRI to remedies against you including, *inter alia*, monetary remedies, injunctive relief, and seizure of infringing goods in your possession and in possession of your stores. Accordingly, we hereby require that you cease and desist from the further advertising, sale and distribution of any and all of Meltzer's Infringing Goods, and any goods which bear any of SMRI's STURGIS Marks, including at retail and including over the Internet.

Remedial Action Required

SMRI requires that you, and all persons and entities acting in concert with you, take the following actions to prevent further marketplace confusion and account for the extent of your unlawful acts:

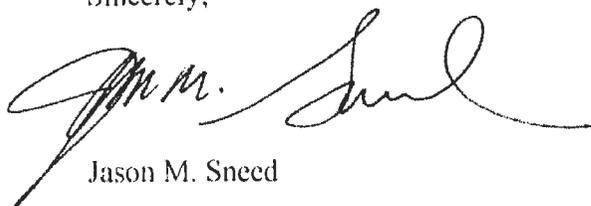
1. Immediately cease the marketing, advertising, sale and distribution of any and all materials, including marketing, brochures, merchandise, and accompanying hangtags and packaging, bearing any of the STURGIS Marks;

2. Immediately cease the offering, sale, distribution and advertising of the Meltzer Infringing Goods, and any and all goods which bear any of SMRI's STURGIS Marks, including at retail and including over the Internet;
3. Immediately transfer the domain name, SturgisApparel.com, and any and all other domain names bearing any of the STURGIS Marks which are used to offer, sell, distribute, advertise or market any of Meltzer's Infringing Goods;
4. Provide the following information to SMRI:
 - a. The source of all products sold to you in conjunction with any of Meltzer's Infringing Goods;
 - b. The location of all places where any of Meltzer's Infringing Goods are sold, including temporary locations;
 - c. The identity of all customers of yours who have purchased any of Meltzer's Infringing Goods for resale, including the nature of all goods sold, the number of units sold, and the revenues generated from each sale;
 - d. Any and all inquiries received by you or any of your retail outlets, including letters, emails and other communications and comments, about Meltzer's Infringing Goods, or your right to advertise, offer, sell or distribute any of Meltzer's Infringing Goods, or any connection, relationship or association with SMRI or any of its predecessors to the STURGIS Marks or any of its licensees.

Please also be advised that you are required to retain, and you are forbidden from destroying or allowing the automatic destruction of, any and all documents and materials, including emails and electronic documents and records, relating to any of Meltzer's Infringing Goods, the STURGIS Marks, SMRI or any of the activities described above, in anticipation of ~~potential~~ litigation or other legal activities with respect to this matter.

We require that the activities described in numbered paragraphs (1) and (2) above take place within 48 hours of your receipt of this letter. We require that the transfer identified in (3) above and the information identified in (4) above, and any response you have to this letter, be completed within 14 days of your receipt of this letter.

Sincerely,



Jason M. Sneed

STURGIS APPAREL CO.



MY SHOPPING CART
0 Items in the cart
Show cart

Home | Sign Up | Contact Us | Store Locations | Wholesale | Shipping

Categories

All

Search

Categories

T-SHIRTS

Men

Ladies

Kids

Gift & Souvenirs

Accessories

Black Hills Gold by Landstroms

Shipping & Handling

we use FedEx, usps
and ups service.

Store Locations

- Goldberg's- 670 & 672 Main street Deadwood, SD, 57732
- Jackpot souvenirs - 574 Main street Deadwood SD,57732
- Maverick Trading Post- 684 Main street Deadwood SD 57732
- Big Dipper Main st. Deadwood SD 57732
- Sturgis Black Hills Rally SD- 1020 Main st, Sturgis SD 57785
- Blazing Saddles- 232 Main st. Hill City SD 57745
- Mangy Moose- (gift store)-240 Main st. Hill City SD 57745
- Emporium (t's stand)- 160 winter street Keystone SD 57751
- Biker Design - 206 1/2 winter street Keystone SD 57751
- Extra- 2200 N Maple Ave (Rushmore Mall) Rapid City SD, 57701

Home | Store Locations | Wholesale | Shipping | Contact Us | Sign Up
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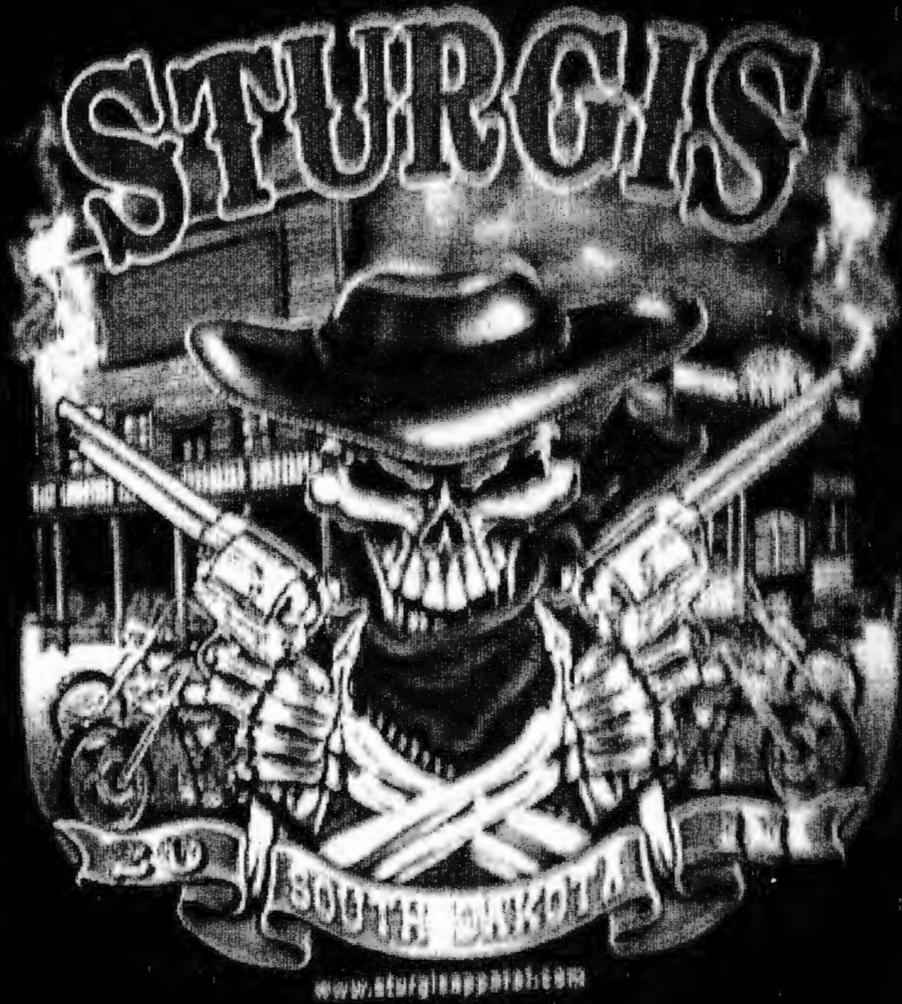


SMR100039460

STURGIS



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LA BROS
T-SHIRT

Black Hills
Rally
STURGIS
July 2011

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

In the matter of Trademark Application Serial No. 86/112,261

Trademark: IT'S A BLACK HILLS THING! YOU WOULDN'T UNDERSTAND, 'TILL YOU
BEEN HERE!

Filed: November 6, 2013

Published: April 1, 2014

Sturgis Motorcycle Rally, Inc.,)	
)	
Opposer,)	
)	
v.)	Opposition No. 91217630
)	
Gary St. Martin Hansen,)	
)	
Applicant.)	

OPPOSER

Sturgis Motorcycle Rally, Inc.

EXHIBIT 3

August 9, 2011

via Hand-Delivery

Coyote Claw
2209 Mount Rushmore Road
Rapid City, SD 57701

Re: Sturgis Motorcycle Rally, Inc. / Coyote Claw

Dear Sir or Madam:

We hereby give you notice of a serious legal matter and ask that you give it your immediate attention. This law firm represents Sturgis Motorcycle Rally, Inc. ("SMRI") in its intellectual property matters, and we have become aware that you are promoting, offering for sale, selling, distributing and/or otherwise transferring unauthorized and counterfeit goods. As a result, you are deceiving customers with respect to the origin, sponsorship and approval of such goods. As set forth below, we require that you immediately cease and desist from such unlawful activities and provide us with the information requested so that we may determine the extent of the harm caused by your acts.

The Rights of Sturgis Motorcycle Rally, Inc.

SMRI owns all right, title and interest in and to the marks STURGIS®, when used in conjunction with a wide variety of goods and services pertaining to the STURGIS® Motorcycle Rally, BLACK HILLS®, when used in conjunction with a wide variety of goods and services pertaining to the STURGIS® Motorcycle Rally, STURGIS RALLY & RACES™, STURGIS MOTORCYCLE RALLY™, STURGIS BIKE WEEK®, BLACK HILLS MOTOR CLASSIC STURGIS RALLY & RACES BLACK HILLS S.D. & Design® (depicted below), and the following trademark and service mark registrations and applications in the United States (collectively, the "STURGIS Marks"), together with various state trademark registrations and related rights:

- STURGIS®, U.S. Reg. No. 3,923,284, for use in connection with an extensive array of goods and services relating to the STURGIS® Motorcycle Rally, including "decals; iron-on and plastic transfers" and "clothing, namely, shirts";
- STURGIS™, U.S. Appl. Serial No. 76/201,759, for use in connection with an extensive array of goods and services relating to the STURGIS® Motorcycle Rally;

- BLACK HILLS®, U.S. Reg. No. 3,955,170, for use in connection with an extensive array of goods and services relating to the STURGIS® Motorcycle Rally;
- BLACK HILLS MOTOR CLASSIC STURGIS RALLY & RACES BLACK HILLS S.D. & Design®, U.S. Reg. No. 1,948,097, for use in connection with, *inter alia*, “promoting sports competitions and/or events of others, namely motorcycle rallies, exhibits and competitions”;



and

- STURGIS BIKE WEEK®, U.S. Reg. Nos. 2,070,955; 3,825,398; 3,818,703; 3,838,171; 3,383,171; 3,911,270; 3,923,236 for use in connection with a wide variety of merchandise.

The foregoing marks and accompanying registrations convey tremendous goodwill to SMRI and serve to identify SMRI as the official source for authentic STURGIS® Motorcycle Rally merchandise. SMRI, a non-profit entity, and its predecessors-in-interest have made substantial investments of time and money to acquire and expand such goodwill and to protect and enforce such rights.

The Unlawful Acts of Coyote Claw

It has come to our attention that you are promoting, offering for sale, selling, distributing and/or otherwise transferring unauthorized and counterfeit goods displaying one or more of the STURGIS Marks. You also are using false, misleading and infringing designations in conjunction with the sale of your products, which goods are located in your store at the above-referenced address and offered for sale over the Internet such as at your Internet website, www.sturgisbiker.org and through your Facebook page.

Examples of some of those goods displayed for sale at your retail location and on the Internet are shown in the attachments to this correspondence, and include t-shirts and shot glasses bearing counterfeits of SMRI's federally-registered STURGIS® mark. Some of those goods are of inferior quality, as shown by the cut-tag label on some shirts (example attached) (this merchandise shall be referred to herein as your “Infringing Goods”).

Your advertising, sale and distribution of your Infringing Goods are likely to cause consumers to be confused, misled and deceived into believing that your Infringing Goods are related to, sponsored by, or endorsed by SMRI. The offering, sale, distribution and marketing of your Infringing Goods constitutes, *inter alia*, trademark infringement and unfair competition under the Lanham Act, 15 U.S.C. § 1051 et seq., among other violations of federal and state law.

The Lanham Act provides, in pertinent part:

(a) Civil action

(1) Any person who, on or 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, or

(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, shall be liable in a civil action by any person who believes that he or she is or is likely to be damaged by such act.

15 U.S.C. § 1125.

Your actions, including the offering, sale and distribution of your Infringing Goods, are injurious to SMRI and the STURGIS Marks, and entitle SMRI to remedies against you including, *inter alia*, monetary remedies, injunctive relief, and seizure of infringing goods in your possession and in possession of your stores. Accordingly, we hereby require that you cease and desist from the further advertising, sale and distribution of any and all of your Infringing Goods, and any goods which bear any of SMRI's STURGIS Marks, including at retail and including over the Internet.

Remedial Action Required

SMRI requires that you, and all persons and entities acting in concert with you, take the following actions to prevent further marketplace confusion and account for the extent of your unlawful acts:

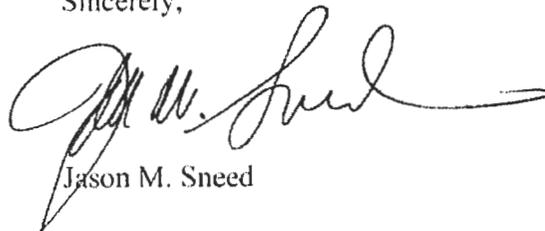
1. Immediately cease the marketing, advertising, sale and distribution of any and all materials, including marketing, brochures, merchandise, and accompanying hangtags and packaging, bearing any of the STURGIS Marks;
2. Immediately cease the offering, sale, distribution and advertising of your Infringing Goods, and any and all goods which bear any of SMRI's STURGIS Marks, including at retail and including over the Internet;
3. Provide the following information to SMRI:

- a. The source of all products sold to you in conjunction with any of your Infringing Goods;
- b. The location of all places where any of your Infringing Goods are sold, including temporary locations;
- c. The identity of all customers of yours who have purchased any of your Infringing Goods for resale, including the nature of all goods sold, the number of units sold, and the revenues generated from each sale;
- d. Any and all inquiries received by you or any of your retail outlets, including letters, emails and other communications and comments, about your Infringing Goods, or your right to advertise, offer, sell or distribute any of your Infringing Goods, or any connection, relationship or association with SMRI or any of its predecessors to the STURGIS Marks or any of its licensees.

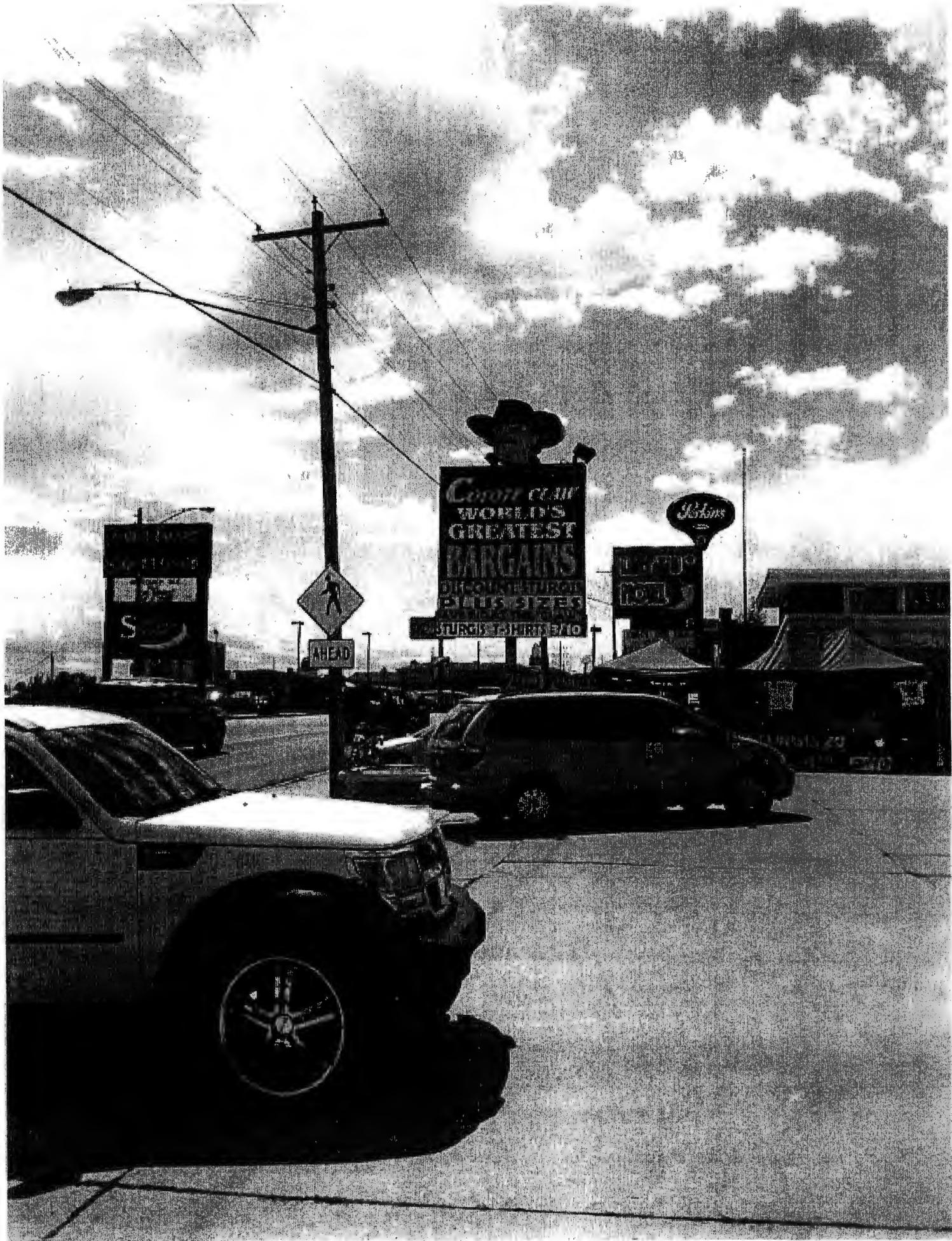
Please also be advised that you are required to retain, and you are forbidden from destroying or allowing the automatic destruction of, any and all documents and materials, including emails and electronic documents and records, relating to any of your Infringing Goods, the STURGIS Marks, SMRI or any of the activities described above, in anticipation of potential litigation or other legal activities with respect to this matter.

We require that the activities described in numbered paragraphs (1) and (2) above take place within 12 hours of your receipt of this letter. We require that the transfer identified in (3) above, and any response you have to this letter, be completed within 10 days of your receipt of this letter.

Sincerely,



Jason M. Sneed





SMR100039479

Confidential

779

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 by [coyoteclaw](#) 3 of 25

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 By cody claw · 1 of 8

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By coyote claw (Albums) Updated



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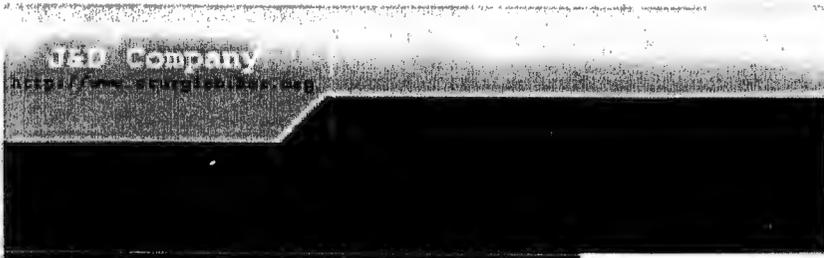
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coyote claw OVER 300 DESIGNS
August 30, 2010 at 10:00pm

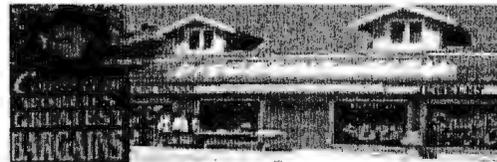
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**STURGIS
BLACK HILLS**

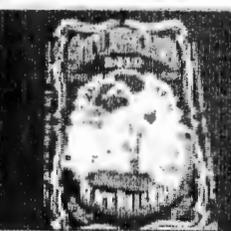


Get Your 2010 Rally Gear Right Now !!!

To Email Order, Email us at sturgis@vdenet.com We do accept credit cards, all orders will be handled over the phone.

Also Email us For Prices or Call 1-605-341-8686

<p>2209 Mt. Rushmore Rd Store Location</p>	<p>2a</p>	<p>3a</p>	<p>4a</p>
			<p>Four tshirt Colors To Choose From</p>
<p>11a</p>	<p>12a</p>	<p>13a</p>	<p>14a</p>

<p>Order Now</p>	 <p>15a</p>	 <p>16a</p>	 <p>17a</p>
 <p>19a</p>	 <p>20a</p>	 <p>21a</p>	 <p>22a</p>
 <p>23a</p>	 <p>24a \$9.99</p>	 <p>25a 16 oz neon bottom glass \$7.99</p>	<p>Order Now 605-737-4780</p>
 <p>26a</p>	 <p>27a</p>	 <p>28a</p>	
 <p>29a</p>	<p>30a</p>	<p>31a</p>	<p>Order Now 605-737-4780</p>

Sturgis Shirts, Sturgis T-shirts, Sturgis Knives, Sturgis Glassware, Sturgis Biker, Mt Rushmore Sturgis Sturgis 2007, Black Hills Rally Shirts, Sturgis Shots

013861

Free Counter

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

In the matter of Trademark Application Serial No. 86/112,261
Trademark: IT'S A BLACK HILLS THING! YOU WOULDN'T UNDERSTAND, "TILL YOU
BEEN HERE!
Filed: November 6, 2013
Published: April 1, 2014

Sturgis Motorcycle Rally, Inc.,)	
)	
Opposer,)	
)	
v.)	Opposition No. 91217630
)	
Gary St. Martin Hansen,)	
)	
Applicant.)	

OPPOSER

Sturgis Motorcycle Rally, Inc.

EXHIBIT 4

ESTTA Tracking number: **ESTTA446183**

Filing date: **12/14/2011**

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

Notice of Opposition

Notice is hereby given that the following party opposes registration of the indicated application.

Opposer Information

Name	Sturgis Motorcycle Rally, Inc.
Granted to Date of previous extension	12/14/2011
Address	1612 Junction Ave.Suite 4 Sturgis, SD 57785 UNITED STATES

Attorney information	Jason M. Sneed SNEED PLLC 610 Jetton St., Suite 120-107 Davidson, NC 28036 UNITED STATES JSneed@SneedLegal.com Phone:704-779-3611
----------------------	--

Applicant Information

Application No	85163971	Publication date	08/16/2011
Opposition Filing Date	12/14/2011	Opposition Period Ends	12/14/2011
Applicant	Sturgis Black Hills Rally S.D., LLC 18 Moss Point Dr. Ormand Beach, FL 32174 UNITED STATES		

Goods/Services Affected by Opposition

<p>Class 025. First Use: 2009/05/11 First Use In Commerce: 2009/05/11 All goods and services in the class are opposed, namely: Athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; Bandanas; Baseball caps and hats; Bermuda shorts; Boxer shorts; Button down shirts; Caps with visors; Children's and infant's apparel, namely, jumpers, overall sleepwear, pajamas, rompers and one-piece garments; Collared shirts; Crop tops; Fleece tops; Gloves; Golf caps; Golf shirts; Golf shorts; Gym shorts; Halter tops; Headbands; Hooded sweat shirts; Knit shirts; Knit tops; Leather shirts; Long-sleeved shirts; Night shirts; Polo shirts; Shirts; Shirts and short-sleeved shirts; Shirts for infants, babies, toddlers and children; Short-sleeved or long-sleeved t-shirts; Short-sleeved shirts; Sport shirts; Sun visors; Sweat shirts; T-shirts; Tank-tops; Tube tops</p>
--

Grounds for Opposition

False suggestion of a connection	Trademark Act section 2(a)
Priority and likelihood of confusion	Trademark Act section 2(d)
Dilution	Trademark Act section 43(c)

Marks Cited by Opposer as Basis for Opposition

U.S. Registration No.	3923284	Application Date	01/30/2001
Registration Date	02/22/2011	Foreign Priority Date	NONE
Word Mark	STURGIS		
Design Mark			
Description of Mark	NONE		
Goods/Services	<p>Class 006. First use: First Use: 2006/08/31 First Use In Commerce: 2006/08/31 Metal key rings, all of the aforementioned goods relating to the STURGIS motorcycle rally</p> <p>Class 008. First use: First Use: 1985/05/31 First Use In Commerce: 1985/05/31 Hand-operated hand tools, namely, hunting knives, pocket knives, sidearm knives, folding knives, sport knives, knives made of precious metal, all of the aforementioned goods relating to the STURGIS motorcycle rally</p> <p>Class 009. First use: First Use: 1995/08/31 First Use In Commerce: 1995/08/31 Sunglasses, magnets and motorcycle helmets, all of the aforementioned goods relating to the STURGIS motorcycle rally</p> <p>Class 013. First use: First Use: 1998/06/30 First Use In Commerce: 1998/06/30 Firearms, all of the aforementioned goods relating to the STURGIS motorcycle rally</p> <p>Class 016. First use: First Use: 1987/08/31 First Use In Commerce: 1987/08/31 Pens; and paper goods and printed matter, namely, posters; bumper stickers; decals; iron-on and plastic transfers; window stickers; note pads; mounted photographs, and unmounted photographs; prints, namely, color prints, photographic prints, and pictorial prints; paper and plastic bags for packaging; and postcards; all of the aforementioned goods relating to the STURGIS motorcycle rally</p> <p>Class 020. First use: First Use: 2002/08/31 First Use In Commerce: 2002/08/31 Non-metal key rings and jewelry boxes not of metal, all of the aforementioned goods relating to the STURGIS motorcycle rally</p> <p>Class 021. First use: First Use: 1995/08/31 First Use In Commerce: 1995/08/31 Glassware, namely, shot glasses, drinking glasses, drinking cups, and drinking mugs; insulating sleeve holders made of rubber, plastic or foam for beverage cans; insulating sleeve holders made of rubber, plastic or foam for beverage bottles; coasters not of paper and not being table linen; bottle openers; and beer steins; all of the aforementioned goods relating to the STURGIS motorcycle rally</p> <p>Class 024. First use: First Use: 2004/08/31 First Use In Commerce: 2004/08/31 Cloth flags, cloth banners, and quilts, all of the aforementioned goods relating to the STURGIS motorcycle rally</p> <p>Class 025. First use: First Use: 1984/08/31 First Use In Commerce: 1984/08/31 Clothing, namely, shirts, T-shirts, long sleeve T-shirts, sleeveless T-shirts, denim shirts, golf shirts, jackets, coats, tank tops, polo shirts, sweatshirts, pullovers,</p>		

	<p>women's tops, chemises, cloth wraps, head wear, bandannas, caps, cloth headwraps, hats, scarves, belts, chaps, gloves, and sun visors, all of the aforementioned goods relating to the STURGIS motorcycle rally</p> <p>Class 026. First use: First Use: 1986/08/31 First Use In Commerce: 1986/08/31 Cloth and embroidered patches for clothing, ornamental cloth patches, hat pins for securing hats, belt buckles not of precious metal, and novelty ornamental pins, all of the aforementioned goods relating to the STURGIS motorcycle rally</p> <p>Class 028. First use: First Use: 2001/06/30 First Use In Commerce: 2001/06/30 Christmas tree ornaments and gaming chips, all of the aforementioned goods relating to the STURGIS motorcycle rally</p> <p>Class 032. First use: First Use: 2005/06/30 First Use In Commerce: 2005/06/30 Bottled spring water and beer, all of the aforementioned goods relating to the STURGIS motorcycle rally</p> <p>Class 033. First use: First Use: 2002/06/30 First Use In Commerce: 2002/06/30 Distilled liquor, all of the aforementioned goods relating to the STURGIS motorcycle rally</p> <p>Class 035. First use: First Use: 2002/06/30 First Use In Commerce: 2002/06/30 Promoting sports competitions of others, namely, motorcycle and vehicle rallies, exhibits, and competitions; promoting the goods and services of others by arranging for sponsors to affiliate their goods and services with the STURGIS motorcycle rally; promoting economic development in the City of Sturgis and the Black Hills area of South Dakota and Wyoming; and on-line retail store services relating to the STURGIS motorcycle rally</p> <p>Class 041. First use: First Use: 2002/06/30 First Use In Commerce: 2002/06/30 Entertainment services in the nature of organizing and conducting motorcycle and vehicle exhibitions and rallies; organizing and conducting the entertainment events of others, namely, motorcycle and vehicle exhibitions, rallies, and competitions; and entertainment services in the nature of live civic productions</p>
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U.S. Registration No.	3955170	Application Date	01/30/2001
Registration Date	05/03/2011	Foreign Priority Date	NONE
Word Mark	BLACK HILLS		
Design Mark			
Description of Mark	NONE		
Goods/Services	<p>Class 006. First use: First Use: 2006/08/31 First Use In Commerce: 2006/08/31 Metal key rings, all of the aforementioned goods relating to the STURGIS motorcycle rally</p> <p>Class 009. First use: First Use: 1995/08/31 First Use In Commerce: 1995/08/31 Sunglasses, magnets and protective helmets, all of the aforementioned goods</p>		

relating to the STURGIS motorcycle rally

Class 013. First use: First Use: 1998/06/30 First Use In Commerce: 1998/06/30
Firearms, all of the aforementioned goods relating to the STURGIS motorcycle rally

Class 014. First use: First Use: 2010/06/30 First Use In Commerce: 2010/06/30
Jewelry and clocks, all of the aforementioned goods relating to the STURGIS motorcycle rally

Class 016. First use: First Use: 1987/08/31 First Use In Commerce: 1987/08/31
Pens; and paper goods and printed matter, namely, posters; bumper stickers; decals; iron-on and plastic transfers; window stickers; note pads; mounted photographs; unmounted photographs; prints, namely, color prints, photographic prints, and pictorial prints; paper and plastic bags for packaging; and postcards; all of the aforementioned goods relating to the STURGIS motorcycle rally

Class 020. First use: First Use: 2002/08/31 First Use In Commerce: 2002/08/31
Non-metal key rings and jewelry boxes not of metal, all of the aforementioned goods relating to the STURGIS motorcycle rally

Class 021. First use: First Use: 1995/08/31 First Use In Commerce: 1995/08/31
Glassware, namely, shot glasses, drinking glasses, drinking cups, and drinking mugs; insulating sleeve holders made of rubber, plastic or foam for beverage cans; insulating sleeve holders made of rubber, plastic or foam for beverage bottles; coasters not of paper and not being table linen; bottle openers; and beer steins; all of the aforementioned goods relating to the STURGIS motorcycle rally

Class 024. First use: First Use: 2004/08/30 First Use In Commerce: 2004/08/30
Cloth flags and quilts, all of the aforementioned goods relating to the STURGIS motorcycle rally

Class 025. First use: First Use: 1986/08/31 First Use In Commerce: 1986/08/31
Clothing, namely, shirts, T-shirts, long sleeve T-shirts, sleeveless T-shirts, denim shirts, henley shirts, knit shirts, sport shirts, golf shirts, jackets, coats, tank tops, polo shirts, sweatshirts, pullovers, women's tops, chemises, cloth wraps, head wear, bandannas, caps, cloth headwraps, hats, scarves, belts, chaps, gloves, and sun visors, all of the aforementioned goods relating to the STURGIS motorcycle rally

Class 026. First use: First Use: 1986/08/31 First Use In Commerce: 1986/08/31
Cloth and embroidered patches for clothing, ornamental cloth patches, hat pins for securing hats, belt buckles not of precious metal, and novelty pins, all of the aforementioned goods relating to the STURGIS motorcycle rally

Class 028. First use: First Use: 2001/06/30 First Use In Commerce: 2001/06/30
Christmas tree ornaments and gaming chips, all of the aforementioned goods relating to the STURGIS motorcycle rally

Class 032. First use: First Use: 2005/06/30 First Use In Commerce: 2005/06/30
Bottled water and beer, all of the aforementioned goods relating to the STURGIS motorcycle rally

Class 033. First use: First Use: 2002/06/30 First Use In Commerce: 2002/06/30
Distilled liquor, all of the aforementioned goods relating to the STURGIS motorcycle rally

Class 034. First use: First Use: 2007/06/30 First Use In Commerce: 2007/06/30
Ashtrays not of precious metal and cigarette lighters not of precious metal, all of the aforementioned goods relating to the STURGIS motorcycle rally

Class 035. First use: First Use: 2002/06/30 First Use In Commerce: 2002/06/30
Promoting sports competitions and conducting events of others, namely, motorcycle and vehicle rallies, exhibits, and competitions; promoting economic development in the city of Sturgis and the Black Hills area of South Dakota and Wyoming; and on-line retail store services

	Class 041. First use: First Use: 2002/06/30 First Use In Commerce: 2002/06/30 Entertainment services in the nature of organizing, sponsoring, and conducting a motorcycle and vehicle exhibitions and rallies		
--	--	--	--

U.S. Registration No.	3818703	Application Date	03/29/2000
Registration Date	07/13/2010	Foreign Priority Date	NONE
Word Mark	STURGIS BIKE WEEK		
Design Mark	STURGIS BIKE WEEK		
Description of Mark	NONE		
Goods/Services	Class 025. First use: First Use: 2000/09/00 First Use In Commerce: 2000/09/00 Clothing, namely, shirts, sweatshirts, bandanas, embroidered clothing, namely, shirts, sweatshirts		

U.S. Registration No.	2698677	Application Date	06/01/2000
Registration Date	03/18/2003	Foreign Priority Date	NONE
Word Mark	TAKE THE RIDE TO STURGIS		
Design Mark	TAKE THE RIDE TO STURGIS		
Description of Mark	NONE		
Goods/Services	Class 025. First use: First Use: 1996/08/05 First Use In Commerce: 1996/08/05 Clothing - Namely, T-Shirts and Sweatshirts and Caps		

U.S. Registration No.	1948097	Application Date	06/06/1994
Registration Date	01/16/1996	Foreign Priority Date	NONE
Word Mark	BLACK HILLS MOTOR CLASSIC STURGIS RALLY & RACES BLACK HILLS S.D.		

Design Mark	
Description of Mark	NONE
Goods/Services	Class 035. First use: First Use: 1986/07/01 First Use In Commerce: 1986/07/01 promoting sports competitions and/or events of others, namely motorcycle rallies, exhibits and competitions; and promoting economic development in the city of Sturgis and the Black Hills area of South Dakota and Wyoming

U.S. Application/Registration No.	NONE	Application Date	NONE
Registration Date	NONE		
Word Mark	STURGIS RALLY & RACES		
Goods/Services	Clothing, including shirts		

U.S. Application/Registration No.	NONE	Application Date	NONE
Registration Date	NONE		
Word Mark	STURGIS MOTORCYCLE RALLY		
Goods/Services	Clothing, including shirts		

Attachments	76979104#TMSN.gif (1 page)(bytes) 76979109#TMSN.gif (1 page)(bytes) 76012841#TMSN.gif (1 page)(bytes) 78010763#TMSN.gif (1 page)(bytes) 74533873#TMSN.gif (1 page)(bytes) 2011-12-14 Notice of Opposition SMRI v Sturgis Black Hills Rally S.D., LLC.pdf (7 pages)(337148 bytes)
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Certificate of Service

The undersigned hereby certifies that a copy of this paper has been served upon all parties, at their address record by First Class Mail on this date.

Signature	/Jason M. Sneed/
Name	Jason M. Sneed
Date	12/14/2011

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

In the matter of U.S. Trademark Application
Serial No. 85/163,971
Mark: STURGIS BLACK HILLS RALLY S.D.
Filed: October 28, 2010
Published: August 16, 2011

_____)	
Sturgis Motorcycle Rally, Inc.,)	
)	
Opposer,)	
)	Opposition No. _____
v.)	
)	
Sturgis Black Hills Rally S.D., LLC,)	
)	
Applicant.)	
_____)	

NOTICE OF OPPOSITION

Sturgis Motorcycle Rally, Inc., a South Dakota not-for-profit company having a principal place of business at 1612 Junction Ave., Suite 4, Sturgis, South Dakota 57785 (“Opposer” or “SMRI”), believes that it will be damaged by the mark shown in Application Serial No. 85/163,971, filed October 28, 2010 by Sturgis Black Hills Rally S.D., LLC, a limited liability company having an address of 18 Moss Point Dr., Ormand Beach, Florida 32174 (“Applicant”), and hereby opposes the registration of said mark.

As grounds for the opposition, SMRI alleges that:

1. Since long prior to the earlier of May 11, 2009, the claimed first use date set forth by Applicant in the opposed application, or the actual date of first use of the STURGIS BLACK HILLS RALLY S.D. mark by Applicant, Opposer, its predecessors, related companies and licensees (“Opposer and its Affiliates”) continuously have been in the business in this country of offering for sale and selling clothing and other products, including a wide variety of goods

covered in International Class 25, in conjunction with the marks STURGIS®, BLACK HILLS®, STURGIS BIKE WEEK®, TAKE THE ROAD TO STURGIS®, STURGIS RALLY & RACES™, STURGIS MOTORCYCLE RALLY™, and a design mark referred to as the STURGIS Composite Design Mark of which the most prominent component is the word “STURGIS” (collectively, the “SMRI Marks”).

2. By reason of the adoption and continuous use of the SMRI Marks, these designations have a distinctive quality and have acquired special and particular significance and very valuable goodwill as identifying Opposer and its goods and services.

3. Opposer and its licensee, the City of Sturgis, South Dakota, are the official organizers and promoters for the STURGIS Motorcycle Rally, which is the largest and most famous motorcycle enthusiast event in the world, and which annually draws approximately half a million motorcycle enthusiasts and tourists to the City of Sturgis, South Dakota and surrounding Black Hills region of South Dakota and Wyoming. Opposer and its Affiliates use the SMRI Marks in the organization, operation, sponsorship, promotion and administration of the Sturgis Motorcycle Rally, which event also has become famous and known to the public as “STURGIS” for short.

4. Consequently, through such usage and recognition, Opposer has acquired common law rights in and to the SMRI Marks as proprietary trademarks and service marks, which rights extend, without limitation, to the exclusive right to use such designations nationwide in conjunction with Opposer’s goods and services offered and sold under the SMRI Marks.

5. Further, the STURGIS mark is a famous mark that is distinctive, inherently or through acquired distinctiveness, in conjunction with, *inter alia*, clothing products and event promotion relating to the STURGIS Motorcycle Rally.

6. Opposer also is the owner of several U.S. registrations and applications for the SMRI Marks, including:

- a. Registration No. 3,923,284 for the mark STURGIS, in connection with, *inter alia*, “Clothing, namely, shirts, T-shirts, long sleeve T-shirts, sleeveless T-shirts, denim shirts, golf shirts, jackets, coats, tank tops, polo shirts, sweatshirts, pullovers, women's tops, chemises, cloth wraps, head wear, bandannas, caps, cloth headwraps, hats, scarves, belts, chaps, gloves, and sun visors, all of the aforementioned goods relating to the STURGIS motorcycle rally” in International Class 25, with use as early as 1984;
- b. Registration No. 3,955,170 for the mark BLACK HILLS, in connection with, *inter alia*, “Clothing, namely, shirts, T-shirts, long sleeve T-shirts, sleeveless T-shirts, denim shirts, henley shirts, knit shirts, sport shirts, golf shirts, jackets, coats, tank tops, polo shirts, sweatshirts, pullovers, women's tops, chemises, cloth wraps, head wear, bandannas, caps, cloth headwraps, hats, scarves, belts, chaps, gloves, and sun visors, all of the aforementioned goods relating to the STURGIS motorcycle rally” in International Class 25, with use as early as 1986;
- c. Registration No. 3,818,703 for the mark STURGIS BIKE WEEK, in connection with “Clothing, namely, shirts, sweatshirts, bandanas, embroidered clothing, namely, shirts, sweatshirts” in International Class 25, with use as early as September 2000;
- d. Registration No. 2,698,677 for the mark TAKE THE RIDE TO STURGIS in connection with “Clothing – Namely, T-Shirts and Sweatshirts and Caps” in International Class 25, with use as early as August 1996;
- e. Registration No. 1,948,097 for the STURGIS Composite Design Mark, in connection with “promoting sports competitions and/or events of others, namely motorcycle rallies, exhibits and competitions; and promoting economic development in the city of Sturgis and the Black Hills area of South Dakota and Wyoming” in International Class 35, with use as early as July 1986.

(the above-listed registrations shall be referred to herein as “Opposer’s Registrations”).

7. Opposer’s Registrations are valid, subsisting and in full force and effect.

8. On October 28, 2010, Applicant filed the application at issue to register the term STURGIS BLACK HILLS RALLY S.D. in connection with “Athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; Bandanas; Baseball caps and hats; Bermuda shorts; Boxer shorts; Button down shirts; Caps with visors; Children's and infant's apparel, namely, jumpers, overall sleepwear, pajamas, rompers and one-piece garments; Collared shirts; Crop tops; Fleece tops; Gloves; Golf caps; Golf shirts; Golf shorts; Gym shorts; Halter tops; Headbands; Hooded sweat shirts; Knit shirts; Knit tops; Leather shirts; Long-sleeved shirts; Night shirts; Polo shirts; Shirts; Shirts and short-sleeved shirts; Shirts for infants, babies, toddlers and children; Short-sleeved or long-sleeved t-shirts; Short-sleeved shirts; Sport shirts; Sun visors; Sweat shirts; T-shirts; Tank-tops; Tube tops” in International Class 25.

9. Applicant's mark contains five words, the first and most prominent of which is identical to Opposer's STURGIS® mark, the first of the three words of Opposer's STURGIS BIKE WEEK® mark and the most prominent component of Opposer's TAKE THE RIDE TO STURGIS® mark and STURGIS Composite Design Mark. The second and third words of the Applicant's mark are BLACK HILLS, which is identical to Opposer's BLACK HILLS® mark used in conjunction with Class 25 and other goods and services pertaining to the STURGIS Motorcycle Rally, and which term also is prominent in Opposer's STURGIS Composite Design Mark. The RALLY term in Applicant's mark conveys that the Applicant's mark pertains to the STURGIS Motorcycle Rally, further enhancing the association with Opposer, Opposer's SMRI Marks and Opposer's Registrations. Finally, the “S.D.” component does nothing to distinguish Applicant's mark from Opposer and Opposer's Marks, as it is, on information and belief, a reference to the state where the STURGIS Motorcycle Rally takes place, namely, South Dakota. These characteristics of Applicant's Mark create a false impression or connotation that Applicant

and its goods are associated, affiliated, approved, connected, or sponsored by Opposer and/or the STURGIS Motorcycle Rally, and, moreover, these characteristics create a likelihood of confusion with Opposer and its SMRI Marks and the goods and services offered and sold thereunder.

10. Applicant's goods and services are identical or substantially related to the goods and services offered and sold under and in conjunction with Opposer's SMRI Marks and described in Opposer's Registrations.

11. Accordingly, the Applicant's mark, when used in connection with the goods and services listed in the application at issue, is likely to deceive or cause consumer confusion or mistake among members of the public and potential purchasers of the parties' respective goods and services as to the source or sponsorship of Applicant's goods and services in relation to Opposer and its goods and services.

12. Applicant's application for registration should be refused on the basis that it creates, in violation of 15 U.S.C. § 1125(a), a false designation of origin, or a false or misleading description of fact, or a false or misleading representation of fact, which is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection or association of the Applicant with the Opposer, the STURGIS Motorcycle Rally and Opposer's goods, services and commercial activities.

13. Applicant's application for registration should be refused on the basis that it consists of or comprises, in violation of 15 U.S.C. § 1052(d):

A mark which so resembles a mark registered in the Patent and Trademark Office, or a mark or trade name previously used in the United States by another and not abandoned, as to be likely, when used on or in connection with the goods of the applicant, to cause confusion, or to cause mistake, or to deceive.

14. Applicant's application for registration also should be refused on the basis that it consists of or comprises, in violation of 15 U.S.C. § 1125(c), a mark or trade name used or to be used in commerce that is likely to cause dilution by blurring of the distinctive and famous STURGIS mark.

15. Opposer asserts, pursuant to 15 U.S.C. § 1063, that it will be damaged by the issuance of a registration for the STURGIS BLACK HILLS RALLY S.D. mark to Applicant as sought in U.S. Application Serial No. 85/163,971.

WHEREFORE, Opposer, Sturgis Motorcycle Rally, Inc., requests that the application for registration of Applicant's mark be rejected, that no registration be issued thereon to Applicant, and that this opposition be sustained in favor of Opposer.

Dated: December 14, 2011

Respectfully Submitted,

/s/ Jason M. Sneed
Jason M. Sneed, Esq.
SNEED PLLC
610 Jetton St., Suite 120-107
Davidson, North Carolina 28036
Tel: 704-779-3611
JSneed@SneedLegal.com

*Attorney for Opposer, Sturgis Motorcycle
Rally, Inc.*

Certificate of Filing

The undersigned certifies that this correspondence is being filed via electronic means by filing with the Electronic System for Trademark Trial and Appeals.

/s/ Jason M. Sneed
An Attorney for Opposer
Date of Signature: December 14, 2011

Certificate of Service

The undersigned counsel of record hereby certifies that a copy of the foregoing *Notice of Opposition* was served by placing a copy in U.S. Mail, postage prepaid, this 14th day of December, 2011 and addressed to the following:

Judith K. Zeigler
Judith K. Zeigler Law, P.C.
PO Box 7253
Pierre, SD 57501-7253
Attorney of Record for Applicant

/s/ Jason M. Sneed
An Attorney for Opposer

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

In the matter of Trademark Application Serial No. 86/112,261
Trademark: IT'S A BLACK HILLS THING! YOU WOULDN'T UNDERSTAND, 'TILL YOU
BEEN HERE!
Filed: November 6, 2013
Published: April 1, 2014

Sturgis Motorcycle Rally, Inc.,)	
)	
Opposer,)	
)	
v.)	Opposition No. 91217630
)	
Gary St. Martin Hansen,)	
)	
Applicant.)	

OPPOSER

Sturgis Motorcycle Rally, Inc.

EXHIBIT 5

LICENSE AGREEMENT

THIS AGREEMENT, effective as of the ____ day of June 2010, by and between the Sturgis Area Chamber of Commerce, a South Dakota non-profit corporation, whose address is 2040 Junction Avenue, Sturgis, South Dakota 57785, (hereinafter referred to as the "CHAMBER") and, Tom's T's, Inc, whose address is 601 Lazelle, Sturgis, SD 57785 (hereinafter referred to as "LICENSEE"),

WHEREAS, the CHAMBER is the owner (1) under the Trademark Laws of the United States of U.S. Service Mark Registration No. 1,948,097 for the mark BLACK HILLS MOTOR CLASSIC STURGIS RALLY & RACES BLACK HILLS S.D. & Design (hereinafter "the STURGIS Composite"), which registration is directed to promoting sports competitions and/or events of others, namely motorcycle rallies, exhibits and competitions; and promoting economic development in the City of Sturgis and the Black Hills area of South Dakota and Wyoming; (2) under the Trademark Laws of the United States of U.S. Service Mark Registration No. 2,070,955 for the mark STURGIS BIKE WEEK (3) under the Trademark Laws of the United States and the State of South Dakota of the common-law trademark and service mark rights in the marks STURGIS, STURGIS RALLY AND RACES, STURGIS MOTORCYCLE RALLY, BLACK HILLS, BLACK HILLS RALLY AND RACES, BLACK HILLS MOTOR CLASSIC, STURGIS MOTORCYCLE RALLY LOGO, STURGIS RALLY LOGO, among others, as used in connection with the marketing and distribution of merchandise and services associated with the STURGIS Motorcycle Rally; and (4) all goodwill connected with these marks as used in conjunction with the aforesaid merchandise and services;

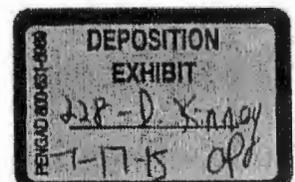
WHEREAS, the CHAMBER desires to grant to LICENSEE a license to use certain Licensed Marks in connection with certain Licensed Products as further described below;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

As used in this License Agreement, the following terms will have the meaning indicated:

- a. "Licensed Mark(s)" will refer to any of the following marks: (i) the STURGIS mark, whenever it is used in a manner to designate, connote or relate to the Sturgis Motorcycle Rally; (ii) the BLACK HILLS mark, whenever it is used in a manner to designate, connote or relate to the Sturgis Motorcycle Rally; (iii) the STURGIS Composite.
- b. "Licensed Product" will refer to:
 - i. The STURGIS Composite on a bandana, bumper sticker, cloth cap, cloth head wrap, computer mouse pad, garage poster, Henley shirt, polo jersey shirt, scarf, screen-printed long-sleeve t-shirt, short-sleeve t-shirt, sleeveless t-shirt, sweatshirt, tank top, women's cloth top.
 - ii. The STURGIS and/or BLACK HILLS Marks on a bumper sticker, cloth cap, computer mouse pad, garage poster, Henley shirt, scarf, screen-printed long-sleeve t-shirt, short-sleeve t-shirt, sleeveless t-shirt, tank top.



- c. "Calendar Year" will refer to the time period from January 1st to December 31st.
- d. "Promotions" will refer to any programs intended to increase sales of, promote, or otherwise publicize the Licensed Product, including, but not limited to, combination sales; giveaways; or incentives for LICENSEE's sales personnel and/or wholesale customers.
- e. "Established Wholesale Sales Price" will refer to the **higher of (1) the wholesale price the Licensed Product will be sold for by LICENSEE to others, and that was approved by the CHAMBER or (2) the actual-wholesale price.**
- f. "Total Wholesale Sales" will refer to the Established Wholesale Sales Price multiplied by the total number of Licensed Product sold or otherwise distributed by LICENSEE, including, but not limited to, Licensed Product distributed for no charge as part of a Promotion by LICENSEE, but excluding Licensed Product distributed at cost or for no charge to the CHAMBER.
- g. "Territory" will refer to the United States and its territories.
- h. "the Sturgis Chamber's Marks" will refer to all the Licensed Marks including the marks STURGIS and BLACK HILLS, as used in connection with the marketing and distribution of goods and services associated with the Sturgis Motorcycle Rally, and the marks STURGIS RALLY AND RACES, STURGIS MOTORCYCLE RALLY, STURGIS BIKE WEEK, BLACK HILLS RALLY AND RACES, BLACK HILLS MOTOR CLASSIC, TAKE THE RIDE TO STURGIS, together with design marks used by the Sturgis Chamber containing any of the foregoing terms, including the STURGIS Composite design mark.
- i. "Sturgis Motorcycle Rally" and "the Rally" will refer to the gathering and series of events directed to motorcycle enthusiasts and tourists taking place in and around Sturgis, South Dakota annually during the month of August, also known from time to time as the "Black Hills Motor Classic," the "Black Hills Rally," "Sturgis Bike Week" and other designations.
- j. "Non-Rally Goods" will refer to goods other than those using the Licensed Marks or the Sturgis Chamber's Marks that are directed to attendees of the Sturgis Motorcycle Rally and which are neither subject to any Sturgis Chamber license agreement nor sought or intended by the Sturgis Chamber to be subject to license agreement.

2. Grant of License.

Subject to the terms and conditions of this Agreement, the CHAMBER hereby grants to LICENSEE a license, without the right to grant sublicenses, to manufacture, have manufactured for sale and distribution by LICENSEE, promote, market, distribute and sell the Licensed Product bearing a Licensed Mark within the Territory during the Term of this Agreement. The license granted to LICENSEE herein is not transferable without the express written approval of the CHAMBER.

3. Limited Exclusivity of Licence

- a. Exclusivity: With respect to the STURGIS Composite on short-sleeve and long-sleeve screen-printed t-shirts where the STURGIS Composite is more than 50% of the total overall

art design on the front of the shirt, the LICENSEE's license granted herein is exclusive during the term of this Agreement, such that the CHAMBER will not extend or grant additional licenses during the term of this agreement provided that LICENSEE satisfies the terms and conditions set forth herein.

b. Non-Exclusive But Limited: With respect to the Licensed Mark in connection with all other Licensed Product, the LICENSEE'S license granted herein will be non-exclusive until December 31, 2012, and thereafter LICENSEE'S license granted herein shall be exclusive except as pertains to the following Licensees:

- i. Good Sports, Inc
- ii. Black Hills Rally & Gold, Inc
- iii. Three Marketeers, Inc d/b/a "Buckle Tree" (Limited Retail Only and no STURGIS Composite License)
- iv. Virginia Rhodes, Cycle Shirts (Limited Retail Only and limited to "Sturgis Bike Week" mark.)

c. Reservation of Rights -- Co-Branded Products: The Parties agree that the CHAMBER explicitly retains the right to grant, and that nothing in this Agreement including the exclusivity and non-exclusive but limited terms in this Paragraph 3 shall prohibit the CHAMBER from granting, one or more co-branding licenses to owners of famous brands (e.g., Jack Daniels®, Ford®) for any of the CHAMBER'S Marks, including but not limited to the Licensed Marks, for any product or service, including but not limited to any of the Licensed Products, during the Term of this Agreement, pursuant to which the famous brand owner would receive the right to advertise and promote, offer, sell and distribute goods and/or services, including but not limited to the Licensed Products, in connection with or bearing one or more of the CHAMBER'S Marks together with the famous brand.

d. Reserved Rights: The CHAMBER further retains the right to manufacture, promote, market, distribute and sell any goods or services bearing the Licensed Mark on its own behalf for promotional purposes.

4. Non-Transferability of License.

LICENSEE may not transfer any right granted by this License Agreement. This Agreement and all rights and duties herein are personal to LICENSEE and shall not be assigned, mortgaged, sublicensed or otherwise encumbered by LICENSEE, either voluntarily or by operation of law. Any attempt by LICENSEE to assign, mortgage, sublicense, or otherwise encumber this Agreement or any change, direct or indirect, in the ownership or management of the LICENSEE (except to the LICENSEE's respective issue) will be void ab initio and shall result in immediate termination of this Agreement.

5. Officially Licensed Product.

LICENSEE may advertise the Licensed Product bearing the Licensed Mark as "An officially licensed product of the Sturgis Motorcycle Rally."

6. Restrictions on Use of Licensed Mark.

- a. The Licensed Mark, or any portion thereof, may not be displayed on, applied to or used in conjunction with any goods, packaging, advertising or promotional

materials, or any other materials, concurrently with any other trademark or notation intended to state, imply or convey, or having the effect of stating, implying or conveying the impression that use of the Licensed Mark, or any portion thereof, is authorized or licensed by anyone other than the CHAMBER.

- b. No license is granted hereunder to use the Licensed Mark for any purpose other than upon or in connection with the manufacture, marketing, promoting, distribution and/or sale of the Licensed Product, as provided for under the terms of this Agreement. Without limitation, LICENSEE shall not manufacture, promote, market, distribute and/or sell a product bearing the Licensed Mark that varies in any way from the use of the Licensed Mark in the form of the Licensed Product that was identified by the LICENSEE according to the approval process set forth in this Agreement.

7. Term.

This License Agreement is effective as of the date of the last signature of the parties, and will expire automatically on the 31st Day of December 2020, unless terminated sooner in accordance with the provisions of this Agreement.

8. Approvals.

- a. The rights granted LICENSEE pursuant to Paragraphs 2-3 above may be exercised only with respect to each Licensed Product after obtaining the CHAMBER'S written approval of each Licensed Product and any authorized use of the Licensed Mark on each Licensed Product and on any packaging or promotional materials bearing the Licensed Mark. Approval as set forth above will be obtained by LICENSEE only by requesting approval in writing along with submission of production samples or photographs of each Licensed Product and associated packaging and promotional materials bearing the Licensed Mark. Such requests for approval, along with production samples or photographs, must be sent to Dean Kinney, HomeSlice Corporation, 1612 Junction Ave Suite 4, Sturgis, SD 57785. LICENSEE shall not be required to seek approval for every size, color and style of a given product after approval has been received for one sample of a product. No approval shall be deemed to have been given until LICENSEE receives such approval in writing. The CHAMBER may provide written approval via facsimile or other electronic means, including email. Samples submitted by LICENSEE to the CHAMBER for approval shall be the property of the CHAMBER and will not be returned to LICENSEE.
- b. All packaging for a Licensed Product, unless deemed impracticable by the CHAMBER, shall contain a hang-tag or other approved label or reference provided and/or approved by the CHAMBER. The labeling shall indicate the Licensed Product is an officially licensed product of the Sturgis Motorcycle Rally. LICENSEE shall also be required, unless deemed impracticable by the CHAMBER, to display at any point of sale banners, stickers, placards or other identifiers provided by the CHAMBER identifying the Licensed Product as an officially licensed product of the Sturgis Motorcycle Rally.
- c. In the event a Licensed Product or the use of the Licensed Mark on a Licensed Product or on packaging or promotional materials bearing the Licensed Mark is materially changed, LICENSEE immediately shall cease all use, and cause its agents

and representatives to resubmit such items to the CHAMBER for approval pursuant to this Paragraph.

9. Modifications by the CHAMBER.

The CHAMBER reserves the right to request LICENSEE to make changes or corrections to any Licensed Product or other item bearing the Licensed Mark, and, in such event, LICENSEE must resubmit such items for approval pursuant to this Paragraph and will not exercise the rights granted in this License Agreement with respect to such items until such items have been approved by the CHAMBER pursuant to this Paragraph. The CHAMBER will not unreasonably withhold its approval pursuant to this Paragraph.

10. Quality Control.

- a. LICENSEE will maintain the highest standards respecting the nature and quality of each Licensed Product which it manufactures, promotes, markets, distributes and/or sells, and all packaging promotional materials bearing the Licensed Mark.
- b. If the CHAMBER determines that LICENSEE has failed to maintain the nature and quality of a Licensed Product or the packaging or promotional material bearing the Licensed Mark, then LICENSEE will, upon written notification from the CHAMBER, immediately cease and terminate manufacturing, promoting, marketing, distributing, selling or offering for sale such Licensed Product. In such event, LICENSEE may not resume manufacturing, promoting, marketing, distributing, selling or offering for sale such Licensed Product, or the packaging or promotional material bearing the Licensed Mark until LICENSEE has submitted a written request for approval along with revised samples and has received written approval from the CHAMBER to resume manufacturing, promoting, marketing, distributing, selling or offering for sale such Licensed Product or the packaging promotional material bearing the Licensed Mark.

11. Best Efforts.

LICENSEE will use its best efforts to market, promote, distribute and sell each Licensed Product.

12. Wholesale Sales.

- a. Established Wholesale Price: At least on an annual basis, the CHAMBER shall establish for each Licensed Product the Established Wholesale Price, which the CHAMBER shall require the licensees identified in paragraphs 3(b)(i) and 3(b)(ii) to adopt. The LICENSEE is prohibited from selling merchandise at wholesale at a price that is lower than the Established Wholesale Price on undated merchandise at any time. With regard to Dated Licensed Product, the LICENSEE is prohibited from selling merchandise at wholesale at a price that is lower than the Established Wholesale Price prior to the final Sunday of the annual Sturgis Motorcycle Rally, after which time the Established Wholesale Price shall not apply. Dated Licensed Product is Licensed Product bearing indicia, such as a date or anniversary, signifying the year of the Rally.
- b. Alteration or Modification: The LICENSEE agrees to make a good faith effort to prevent the alteration or modification of the Licensed Product by any person or entity purchasing the Licensed Product from LICENSEE for wholesale. It is the intent and

agreement of the parties hereto that the Licensed Product will be sold to the ultimate consumer without any alterations or modifications being made by any third party. In the event that the LICENSEE becomes aware of any alteration or modification of the Licensed Product after a sale by it at wholesale, it will immediately notify the CHAMBER in writing and make a reasonable attempt to restrain the sale of the altered or modified Licensed Product.

13. Royalty and Terms of Payment.

- a. For each Calendar Year of this Agreement, LICENSEE shall pay to the CHAMBER a royalty consisting of a percentage (hereinafter the "Royalty Rate") of LICENSEE's Established Wholesale Price for LICENSEE's Total Wholesale Sales for each Licensed Product, excluding from Total Wholesale Sales, sales of Dated Licensed Product occurring on or after the closing Sunday of the Rally (Excluded Sales). For the Excluded Sales, Licensee shall pay to the CHAMBER a royalty that is calculated as the Royalty Rate applied to the actual sale price of the Excluded Sales. The Royalty Rate and factors for computing the royalties are as follows:

Royalty Rate	Total Wholesale Sales / Excluded Sales
8%	Based on Total Wholesale Sales or Excluded Sales, whichever is applicable.

- b. For Calendar Year 2010 LICENSEE will pay to the CHAMBER as total royalties not less than \$6,000 (hereinafter the "Minimum Annual Royalty"). For Calendar Year 2010 the Minimum Annual Royalty has been paid and the Royalty Rate for 2010 only shall be the same as those called for in the License Agreements that had been in effect immediately preceding this License.
- c. For each Calendar Year of this Agreement beginning with the year 2011 and for 2012, 2013, 2014 and 2015 LICENSEE will pay to the CHAMBER as total royalties not less than \$10,000 (hereinafter the "Minimum Annual Royalty"). For each Calendar Year during the term of this Agreement for which a Minimum Annual Royalty must be paid, LICENSEE must pay to the CHAMBER royalties for the Calendar year totaling not less than the Minimum Annual Royalty on or before the 15th day of January for that Calendar Year.
- d. For each Calendar Year of this Agreement beginning with the year 2016 and for 2017, 2018, 2019 and 2020 LICENSEE will pay to the CHAMBER as total royalties not less than \$20,000 (hereinafter the "Minimum Annual Royalty"). For each Calendar Year during the term of this Agreement for which a Minimum Annual Royalty must be paid, LICENSEE must pay to the CHAMBER royalties for the Calendar year totaling not less than the Minimum Annual Royalty on or before the 15th day of January for that Calendar Year.

14. Statements and Payments.

- a. Regardless of whether LICENSEE has made any sales of the Licensed Product, (1) on or before the 30th day of May, during each Calendar Year of the term hereof, LICENSEE must submit to the CHAMBER a full and accurate statement showing the quantity, description and sales of the Licensed Product manufactured, distributed and/or sold by LICENSEE during the preceding January 1st through April 30th time period and (2) on or before the 30th day of October during each Calendar Year of the term of this Agreement, LICENSEE must submit to the CHAMBER a full and accurate statement showing the quantity, description and sales of the Licensed Product manufactured, distributed and/or sold by LICENSEE for the preceding May 1st through September 30 time period and (3) on or before the 30th day of January during each Calendar Year of the term of this Agreement, LICENSEE must submit to the CHAMBER a full and accurate statement showing the quantity, description and sales of the Licensed Product manufactured, distributed and/or sold by LICENSEE for the preceding October 1st through December 31st time period (collectively the "Accounting Statements").
- b. Simultaneous with the submission of each of the Accounting Statements, LICENSEE must pay the Annual Royalty owing to the CHAMBER on account of such distribution and sales, together with any other payments required by this Agreement. The Accounting Statements must be provided to the CHAMBER only on the forms provided to LICENSEE by the CHAMBER.
- c. The Accounting Statements, Minimum Payment, Annual Royalty, and any other payments referred to herein will be deemed to have been filed or paid on the date that they were mailed to the CHAMBER by first-class mail, postage prepaid.
- d. LICENSEE agrees to pay to the CHAMBER all costs and expenses, including attorney's fees, incurred by the CHAMBER in collecting any past due Minimum Payment, Annual Royalty, and any other payments referred to herein and in obtaining any past due Accounting Statements.
- e. In the event that LICENSEE fails to pay any Minimum Payment, Annual Royalty, and any other payments referred to herein on or before its due date, or fails to file any Accounting Statement on or before its due date, LICENSEE will be in material breach of the terms of this Agreement, which breach will continue until all past-due Minimum Payment, Annual Royalty, and any other payments referred to herein have been paid to the CHAMBER, and all required Accounting Statements have been submitted to the CHAMBER.
15. Sales to the CHAMBER.
LICENSEE agrees to provide the CHAMBER a reasonable number of each Licensed Product per Calendar year, free of charge, for promotional use. In addition, LICENSEE agrees to provide the CHAMBER with additional Licensed Product at LICENSEE's cost. The CHAMBER agrees that it will not sell Licensed Product given to it or sold to it at LICENSEE's cost. The determination of a "reasonable number" of each Licensed Product shall be subject to the mutual consent of the parties, and will comport with the standards of commercial practicability.
16. Inspections and Audits.

The CHAMBER will have the right to inspect and audit LICENSEE's records, including sales journals, invoices, and manufacturing reports, pertaining to Licensed Product that are manufactured, distributed, promoted, marketed, and/or sold by LICENSEE. LICENSEE will maintain, in accordance with generally accepted accounting practices, all of its records, including, but not limited to, sales journals, invoices and manufacturing reports pertaining to Licensed Product that are manufactured, distributed, promoted, marketed, and/or sold by LICENSEE for at least two (2) years following the expiration or termination of this License Agreement. Should an audit and inspection by the CHAMBER pursuant to this paragraph disclose a payment deficiency of five percent (5%) or more between the amount found to be due the CHAMBER and the amount LICENSEE actually paid or reported, the cost of the audit and inspection will be paid by LICENSEE along with the amount of the deficiency, together with interest thereon at the prime rate in effect from the date of such deficiency until the date payment is made. Payment of such deficiency will be due within fifteen (15) days after notification and verification of any such deficiency. Any confidential or proprietary information garnered by the CHAMBER during such inspection and audit will be maintained in the strictest of confidence.

17. Termination.

- a. The CHAMBER will have the right, but not the obligation, to terminate this Agreement at any time prior to its expiration upon written notice to LICENSEE: if LICENSEE fails to make any Minimum Payment, Annual Royalty, or any other payments referred to herein when due or to deliver any Accounting Statements, projected production schedule, or other reports or statements referred to herein, and if such failure continues for a period of ten (10) days after written notice of such failure is sent by the CHAMBER to LICENSEE;
 - (i) for any transfer or attempt to transfer by LICENSEE of any interest in, or right, privilege or obligation under this Agreement, or transfer by operation of law or otherwise, of any of the principal assets of LICENSEE that are required for the conduct of its business;
 - (ii) for any change, however accomplished, in the direct or indirect ownership or operating management of LICENSEE without the CHAMBER'S prior written consent;
 - (iii) if LICENSEE fails to comply with or perform any other term or condition of this Agreement and such failure continues for a period of ten (10) days after written notice of such failure is sent by the CHAMBER to LICENSEE; or
 - (iv) if LICENSEE, in the opinion of the CHAMBER, fails to use its best efforts to sell, distribute, supply, advertise and promote the Licensed Product during the term of this Agreement.
- b. The CHAMBER reserves the right to terminate this Agreement if the royalties received by it for any Calendar Year during the term of this Agreement do not equal the Minimum Royalty established pursuant to Paragraph 13(a).

- c. This Agreement will terminate automatically if LICENSEE files a petition in bankruptcy, is adjudicated a bankrupt or files a petition or otherwise seeks relief under or pursuant to any bankruptcy, insolvency or reorganization statute or proceeding, or if a petition in bankruptcy is filed against it or it becomes insolvent or makes an assignment for the benefit of its creditors or a custodian, receiver or trustee is appointed for all or a substantial portion of its business or assets, provided such circumstance are not cured within thirty (30) days of the commencement of the above-stated event. No assignee for the benefit of creditors, custodian, receiver, trustee in bankruptcy, sheriff or any other officer of the court or official charged with taking over custody of LICENSEE's assets or business will have any right to continue this Agreement or to exploit or in anyway use the Licensed Mark if this Agreement terminates pursuant to this Paragraph. Nothing contained herein will be deemed to preclude or impair any rights that the CHAMBER may have as a creditor in any bankruptcy proceeding.
- d. The CHAMBER is under no obligation to terminate this Agreement on the occurrence of any or all of the events set forth in this Paragraph 17(a), and its failure to do so in any instance will not be deemed a waiver of its right to do so. The CHAMBER'S rights under this Paragraph 17 are in addition to all rights which the CHAMBER otherwise may have against LICENSEE.

18. Rights after Termination.

- a. Upon expiration or termination of this Agreement for any reason other than (1) nonpayment of any amounts due the CHAMBER pursuant to Paragraph 13 hereof; (2) LICENSEE's failure to submit Accounting Statements pursuant to Paragraph 14; (3) and/or for noncompliance with Paragraph 10, LICENSEE may sell Licensed Product that is on hand at the time of such expiration or termination, for a period of ninety (90) days thereafter, provided all payments with respect to such sales during this (90) day period are made in accordance with Paragraph 13 hereof.
- b. If this Agreement is terminated by the CHAMBER for (1) nonpayment of any amounts due the CHAMBER pursuant to Paragraph 13; (2) LICENSEE's failure to submit Accounting Statements pursuant to Paragraph 14; or (3) LICENSEE's failure to comply with the requirements of Paragraph 10, then LICENSEE may not promote, market, distribute, sell, transfer or otherwise liquidate any Licensed Product after termination of this License Agreement for any reason and LICENSEE agrees to immediately ship and deliver to the CHAMBER, with out charge to the CHAMBER, all existing inventory and related materials, including, but not limited to, artwork, transparencies, negatives, dies, molds and screens, and all collateral materials, for disposition by the CHAMBER, along with a written report certified by an officer of LICENSEE listing the nature and quantity of the Licensed Product and other items, including all associated packaging and promotional materials and displays, bearing the Licensed Mark, in LICENSEE's possession, custody or control on the date of termination. The CHAMBER'S receipt of such inventory, written report and other materials will not constitute a waiver by the CHAMBER of its right to recover any amounts due the CHAMBER pursuant to Paragraph 13 hereof or a waiver of its right to exercise any other remedies that are provided by law or this Agreement.

19. Remedies.

- a. Termination of this Agreement shall be LICENSEE's sole and exclusive remedy for any breach by the CHAMBER.
- b. LICENSEE acknowledges that its failure (except as otherwise provided herein) to cease the manufacture, sale, distribution, advertising or promotion of the Licensed Product, upon the termination or expiration of this Agreement, will result in immediate and irreparable damage to the CHAMBER. LICENSEE acknowledges and admits that there is no adequate remedy at law for such failure to cease manufacture, sale, distribution, advertising or promotion, and LICENSEE agrees that, in the event of such failure, the Licensed Product and any related materials will be deemed counterfeit and the CHAMBER will be entitled to equitable relief including, without limitation, temporary and permanent injunctions, at nominal bond, to restrain such manufacture, sale, distribution, advertising or promotion and such other and further relief as any court with jurisdiction may deem just and proper. Resort to any remedy referred to hereinabove will not be construed as a waiver of any other rights and remedies to which the CHAMBER is entitled under this Agreement or otherwise.

20. Notice.

Upon execution of this Agreement, the CHAMBER shall provide to the LICENSEE notice certificates containing the following language:

The STURGIS, BLACK HILLS and STURGIS Composite marks are used under the license and authority of the Sturgis Area Chamber of Commerce. The, STURGIS, STURGIS RALLY & RACES, STURGIS MOTORCYCLE RALLY, STURGIS BIKE WEEK, BLACK HILLS, BLACK HILLS RALLY & RACES, and BLACK HILLS MOTOR CLASSIC trademarks and service marks, as used in connection with the marketing and distribution of STURGIS™ Motorcycle Rally related merchandise and services, are the exclusive property of the Sturgis Area Chamber of Commerce. All Rights Reserved.

This notice shall be displayed by LICENSEE wherever the Licensed Product is sold, and shall be displayed prominently and in a commercially practicable fashion.

21. Acknowledgement and No Contest.

LICENSEE acknowledges the existence, validity, enforceability, and CHAMBER's ownership of the CHAMBER's Marks, and any trademark, service mark and copyright rights therein and related thereto, and that the CHAMBER have the rights in the CHAMBER's Marks set forth hereinabove, and any trademark, service mark and copyright rights therein and related thereto. LICENSEE will not contest or oppose in any fashion the existence, validity, enforceability, or ownership of the CHAMBER's Marks, any portion thereof, or any trademark, service mark or copyright rights therein or related thereto. LICENSEE further acknowledges that any unauthorized use of the CHAMBER's Marks, or any trademark, service mark or copyright rights therein or related thereto, by LICENSEE, or

its agents or representatives, will result in irreparable harm to the CHAMBER, and the CHAMBER will be entitled to injunctive relief from any such unauthorized use by LICENSEE, or its agents or representatives.

22. Infringements.

- a. LICENSEE will promptly notify the CHAMBER of any use of the CHAMBER's Marks that LICENSEE reasonably believes may infringe the rights or property of the CHAMBER. The CHAMBER will have the sole right to determine whether or not any action will be taken on account of any such infringements or imitations. The CHAMBER reserves the right to settle any infringement disputes concerning use of the Licensed Mark with any third parties, without receiving the concurrence of LICENSEE, and the CHAMBER reserves the right to retain any and all payments made by any third parties to the CHAMBER as a result of any infringement enforcement action by the CHAMBER. LICENSEE will not have any rights against the CHAMBER by reason of the CHAMBER'S failure to prosecute any alleged infringements or imitations of the Licensed Mark by third parties.
- b. In the event the rights of CHAMBER in the Licensed Mark are, for any reason, determined to be void and not the sole property of the CHAMBER, then the CHAMBER reserves the right to terminate this Agreement upon ten (10) days written notice. The CHAMBER will not be liable or responsible to the LICENSEE for any damages, including, but not limited to, indirect, incidental or consequential damages, arising out of any action that affects the rights of the CHAMBER pertaining to the Licensed Mark or that results in the CHAMBER losing its right to exclusively license the Licensed Mark or any portion thereof.

23. Further Assistance.

LICENSEE agrees to cooperate with and to assist the CHAMBER to the extent reasonably necessary in the procurement of protection for the CHAMBER's Marks, in the enforcement and defense of the CHAMBER's Marks, including, but not limited to, the filing and processing of any trademark or service marks application or applications, the recording of this Agreement or any other agreements, the publication of any notices or the doing of any other act or acts with respect to the CHAMBER's Marks or any proceedings pertaining to the CHAMBER's Marks. Nothing in this provision, however, requires LICENSEE to contribute money for the payment of legal fees or costs associated with enforcement proceedings.

24. Government Approvals.

LICENSEE agrees to make or obtain, at its expense, all necessary or appropriate governmental filings, approvals and/or registrations with respect to LICENSEE's manufacture, distribution, sales, promotion or advertising of the Licensed Product. LICENSEE will promptly furnish copies of all such filings, approvals and/or registrations to the CHAMBER, upon written request.

25. Compliance with Government Standards.

LICENSEE will take all steps to insure that all Licensed Product conforms at all times to all applicable federal, state, and local laws, ordinances, codes, rules and regulations, including, but not limited to, the Consumer Product Safety Act, Magnuson - Moss Warranty - Federal Trade Commission Improvement Act, Wool Products Labeling Act, Federal Food, Drug and Cosmetics Act, Federal Hazardous Substances Act.

26. Proprietary Property of Others.

The parties acknowledge that this License Agreement does not grant LICENSEE the right to use any trademarks or logos except as set out herein.

27. Insurance.

LICENSEE must provide the CHAMBER with proof of general commercial and products liability insurance, which includes coverage for advertising injury, in an amount of not less than \$1,000,000 and said insurance shall name HomeSlice Corporation, the CHAMBER, and the City of Sturgis as additional insured. LICENSEE must maintain said coverage for the term of this License Agreement. A copy of the proof of insurance naming HomeSlice Corporation, the CHAMBER, and the City of Sturgis, as insured must be sent to **Dean Kinney, HomeSlice Corporation, 1612 Junction Ave Suite 4, Sturgis, SD 57785**, within thirty (30) days following complete execution of this Agreement.

28. LICENSEE's Indemnity.

LICENSEE agrees to indemnify and hold harmless HomeSlice Corporation, the CHAMBER, and the City of Sturgis from any and all loss, claim, suit, or liability arising out of or otherwise connected with LICENSEE's design, manufacture, promotion, distribution or sale of the Licensed Product, including, but not limited to, claims arising out of or alleging negligence in LICENSEE's design, manufacture, distribution or sale of the Licensed Product, claims arising out of or alleging infringement of any patent, copyright or trade dress rights relating to the Licensed Product, or claims based upon a theory of strict products liability. This indemnity by LICENSEE will include, without limitation, payment of HomeSlice Corporation's, the CHAMBER's, and the City of Sturgis's attorneys' fees, costs and expenses and any amounts that HomeSlice Corporation, the CHAMBER, and the City of Sturgis pay by way of settlement, judgement, or otherwise. This indemnity will survive termination of this License Agreement.

29. CHAMBER Warranty.

The CHAMBER warrants that it has the authority to grant the license granted herein through the term of this License Agreement. The CHAMBER makes no other warranties or indemnities, express or implied. The CHAMBER, its employees, representatives or agents will not be liable for indirect, incidental or consequential damages, even if the CHAMBER has been negligent or has been advised of the possibility of such damages.

30. Independent Contractors.

No joint venture, association, partnership, franchise or business opportunity is created by this License Agreement. The CHAMBER and LICENSEE are independent contractors working at arms length with respect to each other and neither will have any power, nor will either party represent that it has any power, to bind the other party or to assume or

create any obligation, express or implied, on behalf of the other party or in the other party's name.

31. Confidentiality.

The CHAMBER agrees that it will treat the information provided to it by the LICENSEE, pursuant to Paragraphs 14 and 16 of this Agreement, as confidential and will use reasonable efforts not to knowingly disclose this information to any third party, unless ordered to do so by a court of competent jurisdiction. The CHAMBER shall not, however, be responsible or liable to the LICENSEE for any damages, including, but not limited to, direct, incidental or consequential damages, arising out of an inadvertent disclosure of said information by the CHAMBER. LICENSEE agrees not to disclose the terms and conditions of the Agreement to any third party, unless ordered to do so by a court of competent jurisdiction, or except as required to LICENSEE's tax, legal and accounting advisors. Unauthorized disclosure of the terms of this Agreement by LICENSEE may result in termination pursuant to Paragraph 17.

32. Communications.

All communications from LICENSEE to the CHAMBER pursuant to this License Agreement will be addressed to:

Dean Kinney
HomeSlice Corporation
1612 Junction Ave Sulte 4
Sturgis, SD 57785
Phone: (605) 347-5336
Fax: (605) 347-3345
Email: dean@thehomeslicegroup.com

All communications from HSC to LICENSEE pursuant to this License Agreement will be addressed to:

Tom's T's, Inc.
Tom Monahan
601 Lazelle Street
Sturgis, SD 57785
(605) 347-6169

33. Entire Agreement.

This License Agreement constitutes the entire understanding between the parties and supersedes any and all previous oral or written representations, communications or agreements, including all previous License Agreements between Tom's T's, Inc and/or Schwartz and Monahan, Inc and/or Thomas L. Monahan and the CHAMBER and/or HomeSlice Consulting and/or HomeSlice Corporation.

34. Modification.

This License Agreement may be modified only in a writing executed on behalf of both the CHAMBER and LICENSEE.

35. Forum and Choice of Laws.

By execution of this License Agreement, the parties expressly submit to the jurisdiction of the federal and state courts for Meade County, South Dakota, for resolution of any claim arising out of this License Agreement or based on any use by LICENSEE of the Licensed Product. This License Agreement is governed by and construed, to the extent applicable, in accordance with the laws of the United States of America, and otherwise in accordance with the laws of the State of South Dakota.

36. Binding Effect.

This License Agreement will be binding upon the parties hereto, their personal representatives, successors, assigns or heirs; however, this License Agreement may not be assigned by LICENSEE without the express written consent of the CHAMBER. The CHAMBER has the right to assign this License Agreement without the consent of LICENSEE.

37. Survival.

All obligations imposed by this License Agreement on LICENSEE, including, but not limited to, LICENSEE's indemnity, will survive the termination of this License Agreement.

38. Severability.

If for any reason any of the provisions, or portions thereof, of this License Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision, or portion thereof, will be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and the remaining portions of this License Agreement will not be affected and will be valid and enforceable.

39. Paragraph Headings.

The captions of paragraphs have been inserted for convenience only and will not be given any legal effect.

IN WITNESS WHEREOF, the parties have executed this License Agreement effective the date first written above.

STURGIS AREA CHAMBER of COMMERCE TOM'S T'S, INC.

By: _____

By: Tom's T's Inc

Name: _____

Name: Tom Monahan

Title: _____

Title: Pres, Tom's T's Inc.

Date: _____

Date: 6/28/10

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

In the matter of Trademark Application Serial No. 86/112,261

Trademark: IT'S A BLACK HILLS THING! YOU WOULDN'T UNDERSTAND, 'TILL YOU
BEEN HERE!

Filed: November 6, 2013

Published: April 1, 2014

Sturgis Motorcycle Rally, Inc.,)	
)	
Opposer,)	
)	
v.)	Opposition No. 91217630
)	
Gary St. Martin Hansen,)	
)	
Applicant.)	

OPPOSER

Sturgis Motorcycle Rally, Inc.

EXHIBIT 6

BLACK HILLS

WELCOME RIDER





20.95
SPAS193 MULTI
7652
QSSI MAIN ST TRAVEL



Hotle Athers
Original Unbranded Europe Products

MADE IN CHINA

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

In the matter of Trademark Application Serial No. 86/112,261
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Sturgis Motorcycle Rally, Inc.,)	
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Opposer,)	
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v.)	Opposition No. 91217630
)	
Gary St. Martin Hansen,)	
)	
Applicant.)	

OPPOSER

Sturgis Motorcycle Rally, Inc.

EXHIBIT 7



EMBROIDERED PATCH

USED **Sturgis**™ PRODUCT

DISTRIBUTED BY: **HOT LEATHERS**®
STURGIS MOTORCYCLE RALLY INC. ALL RIGHTS RESERVED



MADE IN CHINA

HOT LEATHERS

Size:

4H



14601

MULT

GSSIDOWN FLAGS PATCH

SPA3007

\$6.95



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

In the matter of Trademark Application Serial No. 86/112,261
Trademark: IT'S A BLACK HILLS THING! YOU WOULDN'T UNDERSTAND, 'TILL YOU
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Opposer,)	
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v.)	Opposition No. 91217630
)	
Gary St. Martin Hansen,)	
)	
Applicant.)	

OPPOSER

Sturgis Motorcycle Rally, Inc.

EXHIBIT 8



OFFICIALLY LICENSED

Sturgis
PRODUCTS

\$2.99

Black Hills Rally & Gold, Inc. • Sturgis, SD • 605-347-3564

2013 *Sturgis*®

MOTORCYCLE RALLY



gila
RALLY



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

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v.)	Opposition No. 91217630
)	
Gary St. Martin Hansen,)	
)	
Applicant.)	

OPPOSER

Sturgis Motorcycle Rally, Inc.

EXHIBIT 9



Hills Motor Classic • Sturgis, SD 1990

© 1990

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

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Gary St. Martin Hansen,)	
)	
Applicant.)	

OPPOSER

Sturgis Motorcycle Rally, Inc.

EXHIBIT 10

Sturgis
PLEASE RECYCLE
CLOTHING MADE IN THE U.S.A.
BY THE SAME MANUFACTURER
FOR THE SAME USE TO PREVENT
YOUR CLOTHING FROM GOING
TO LANDFILL





Sturgis

2013

BLACK
HILLS
RALLY

BLACK HILLS MOTOR CLASSIC
STURGIS
3RD ANNUAL
2013





2013

BLACK HILLS MOTOR CLASSIC

STURGIS

3RD ANNUAL

2013

RADES BY

®

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

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Gary St. Martin Hansen,)	
)	
Applicant.)	

OPPOSER

Sturgis Motorcycle Rally, Inc.

EXHIBIT 11

OFFICIALLY LICENSED
Sturgis

BLACK HILLS RALLY



STURGIS

THE LEGEND LIVES ON
1938 & 2016

THE LEGEND OF
STURGIS



76th
BLACK HILLS RALLY
South Dakota
ESTABLISHED 1938

OFFICIALLY LICENSED
Sturgis
PRODUCT

BLACK HILLS® RALLY



STURGIS

THE LEGEND LIVES
1938 - 2016

OFFICIALLY
TOMMY HILF
PROD.

BLACK HILLS

BLACK HILLS RALLY

South Dakota

BLACK HILLS
LIVES ON
2016

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

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Gary St. Martin Hansen,)	
)	
Applicant.)	

OPPOSER

Sturgis Motorcycle Rally, Inc.

EXHIBIT 12

OFFICIALLY LICENSED

Sturgis
PRODUCT



BLACK HILLS RALLY



STURGIS
BLACK HILLS RALLY



OFFICIALLY LICENSED
PRODUCT

Sturgis

80-08

Sturgis

2014
LAGER



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

In the matter of Trademark Application Serial No. 86/112,261
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v.)	
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Gary St. Martin Hansen,)	
)	
Applicant.)	

OPPOSER

Sturgis Motorcycle Rally, Inc.

EXHIBIT 13

HOT LEATHERS
THE LEADER IN MOTORCYCLE APPAREL

STURGIS
BLACK HILLS RALLY
SINCE 1938

HOT LEATHERS
25420
SPA1101 BLK XL

\$14.95

STURGIS
BLACK HILLS RALLY
SINCE 1936

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

In the matter of Trademark Application Serial No. 86/112,261
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Gary St. Martin Hansen,)	
)	
Applicant.)	

OPPOSER

Sturgis Motorcycle Rally, Inc.

EXHIBIT 14

OFFICIALLY LICENSED



PRODUCT

STURGIS MOTORCYCLE RALLY, INC. ALL RIGHTS RESERVED

OFFICIALLY LICENSED



PRODUCT

THE FOLLOWING IS THE INTELLECTUAL PROPERTY OF STURGIS MOTORCYCLE RALLY, INC. ALL RIGHTS RESERVED

STURGIS[®] MOTORCYCLE RALLY[™]

STURGIS[®] BLACK HILLS[®] RALLY

STURGIS[®] BIKE WEEK[®]

TAKE THE RIDE TO STURGIS[®]

THE LEGEND LIVES ON[®]



HOT LEATHERS



22666

BLACK

HAT

10

\$15.95

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

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v.)	Opposition No. 91217630
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Gary St. Martin Hansen,)	
)	
Applicant.)	

OPPOSER

Sturgis Motorcycle Rally, Inc.

EXHIBIT 15

BLACK HILLS MOTOR CLASSIC



STURGISTM

57th Annual
1997

RALLY & RACES STURGIS, S.D.



Sturgis

PRINTED IN STURGIS
STURGIS



BLACK HILLS MOTOR CLASSIC

STURGIS™

73RD ANNUAL
RALLY & RACES BLACK HILLS S.D.

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

In the matter of Trademark Application Serial No. 86/112,261

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)	
Gary St. Martin Hansen,)	
)	
Applicant.)	

OPPOSER

Sturgis Motorcycle Rally, Inc.

EXHIBIT 17

	1992		1998		2004		2010			
1989			1993		1999		2005		2011	
1990			1994		2000		2006		2012	
	1995		2001		2007		2013			
1991			1996		2002		2008		2014	
	1997		2003		2009		2015			

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

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Applicant.)	

OPPOSER

Sturgis Motorcycle Rally, Inc.

EXHIBIT 18



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
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Applicant.)	

OPPOSER

Sturgis Motorcycle Rally, Inc.

EXHIBIT 19

BLACK HILLS MOTOR CLASSIC



STURGIS

2003



TAKE THE RIDE TO
STURGIS
63rd Anniversary

August 4-10, 2003

See You Next Year! • August 9-15, 2004

• **Official Rally Garage Poster - 8TH Edition** •

www.tomsts.com

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

In the matter of Trademark Application Serial No. 86/112,261
Trademark: IT'S A BLACK HILLS THING! YOU WOULDN'T UNDERSTAND, 'TILL YOU
BEEN HERE!
Filed: November 6, 2013
Published: April 1, 2014

Sturgis Motorcycle Rally, Inc.,)	
)	
Opposer,)	
)	Opposition No. 91217630
v.)	
)	
Gary St. Martin Hansen,)	
)	
Applicant.)	

OPPOSER

Sturgis Motorcycle Rally, Inc.

EXHIBIT 20



SMR100039524



SMR100039525



OFFICIALLY LICENSED PRODUCT OF THE
Sturgis
MOTORCYCLE RALLY
STURGISMOTORCYCLERALLY.COM

4094-12
Sturgis
\$17.99

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

In the matter of Trademark Application Serial No. 86/112,261
Trademark: IT'S A BLACK HILLS THING! YOU WOULDN'T UNDERSTAND, 'TILL YOU
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Sturgis Motorcycle Rally, Inc.,)	
)	
Opposer,)	
)	
v.)	Opposition No. 91217630
)	
Gary St. Martin Hansen,)	
)	
Applicant.)	

OPPOSER

Sturgis Motorcycle Rally, Inc.

EXHIBIT 21

Exhibit A-1

merce:

"With some four hundred riders of the A.M.A. who were here for their Gypsy Tour and motorcycle races, we had the finest relationship that anyone could possibly ask for. There has not been one complaint from any individual or group, and the people of this community are high in their praise concerning the manner in which these young people conducted themselves. They will be welcome

1947 Gypsy Tour, and has been associated with the event ever since. A member of both the Jackpine Gypsies and the Motor Classic Board, he has been president of both, has worked as race referee and as race manager.

In his second year as Rally coordinator, Hultman recalls the earlier Classics as being more "family oriented" and says that he'd like that to become the distinguishing mark of the event again.



Look for this symbol—
It marks an
official licensed product

BE A RALLY BOOSTER

The Black Hills Motor Classic is offering Rally Booster-ships for the first time in the history of the Classic. Preliminary plans are to offer a numbered certificate, Rally decal, and mailings of the *Rally News*.

Memberships will run from August to August, and may be renewed by mail or in person at the Rally Headquarters.

Proceeds from the \$5.00 Booster donation will be used to fund new Classic events and programs. "We hope that this will catch on with everyone, and that we'll have Rally Boosters nationwide," said Neil Hultman, Rally Coordinator.

To become one of the first Rally Boosters, complete the form below and return it with \$5.00 to:

The Black Hills Motor Classic
P.O. Box 504
Sturgis, SD 57785

YOU BET!! Enroll me as a charter Rally Booster!!
Enclosed is \$5.00 for one year.

Name _____
(Please Print)

Address _____

SACC000236

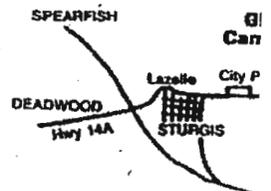


BIKE DECAL

AUG

Street Circuit Top 10

Sturgis Dr



3 Miles East of
(605)347-3571

The S

TAKE THIS VIDEO AND STUFF IT*

* IN YOUR HOME VCR

THE
SIGHTS

THE
SOUNDS

Broadcast
Quality
VIDEO

Digital
Stereo Sound



THE
RACES

THE
FACES

See our
"DAILIES"
at our
Two Sales
Locations:

Sturgis Rally HQ &
Jackpine Gypsies
Club House

The Official Video
of the
1989 Black Hills Motor Classic
By Award Winning Documentary Producer
Greg Licht

RELIVE STURGIS ALL YEAR LONG !!!
The Perfect Gift for the Friend who couldn't make it!
RALLY SPECIAL - \$19.95 plus \$3.50 S&H plus \$1.20 SD Sales Tax

Clip this Coupon and Mail to:



STURGIS '89, THE VIDEO

Pocatello Media Group
P.O. Box 4074
Pocatello, Idaho
83021

THE VIDEO	\$19.95
Shp./Hand.	3.50
SD Sales Tax	1.20*
	\$24.65

Please send _____ copies
(VHS ONLY) to:

Name _____

Address _____

Amount Enclosed \$ _____

Please check method of payment:

Check M.O. VISA Mastercard Discover

(Don't Send Cash!)

Make Checks Payable To: Pocatello Media Group

(*Idaho Residents Substitute \$1.00 ID Sales Tax)

Please Allow 6 to 8 Weeks Delivery

SACC000239

N

CYCLE NEWS

America's weekly motorcycle newspaper

October 14, 1992: Number 40



STURGIS RACES & RALLY
AUGUST 9-15, 1993

Further Information
 STURGIS RACES & RALLY
 P.O. 189
 STURGIS, S.D. 57785
 (605) 347-6570

(Calendar Section)

SACC000237

J



A

CLASSIC SILVER CO.
 ORIGINATORS OF THE BLACK HILLS MOTOR CLASSIC SILVER MEDALLIONS

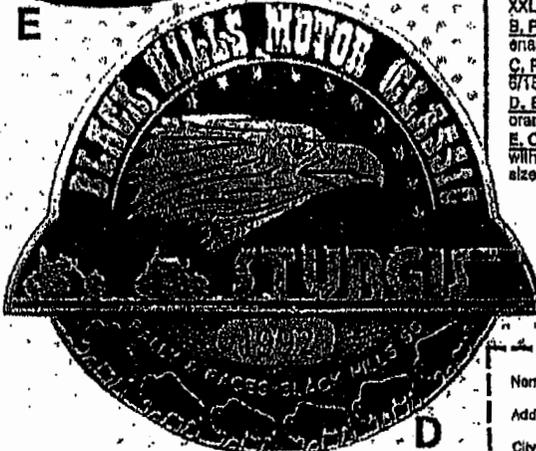
**DON'T SETTLE FOR LESS...
 THESE ARE THE
 REAL THINGS**



E



B



D



H

Help support the Sturgis Rally & Races by purchasing officially licensed products bearing the Black Hills Motor Classic logo.

1-800-654-9784

1992 STURGIS RALLY OFFICIALLY LICENSED PRODUCTS

(Official BHMC logo on all items)

A. T-SHIRTS: 100% preshrunk cotton, made in USA. Black only with red-orange & light gold screen print. Adult sizes: S, M, L, XL. XXL

F. SHOT GLASSES*: (Not pictured). Clear w/red logo imprint, 2 oz. size. \$6.00

B. PINS: Gold color with red-orange enamel. \$4.00

G. PLAYING CARDS*: (Not pictured) Beige w/red logo imprint, black w/gold imprint, black w/silver imprint, white w/black imprint. please state choice of color. \$8.00

C. PATCHES: (Not pictured) Available 5/15. \$3.25

H. PILLOWS: Black w/screen print logo. 13" \$10.00 18" \$12.00

D. BELT BUCKLES*: Brass w/red-orange enamel. \$16.00

* (Other years' items available at rally)

E. COFFEE MUGS*: Black ceramic with logo imprinted in 22K gold, 11 oz. size. \$7.50

SHIPPING CHARGES

\$1.50 per item except Pins & Patches - 50¢ each
 Please allow 3 to 4 weeks delivery.

P.O. Box 615
 Sturgis, SD 57785
 (605) 347-2661
 1-800-654-9784

Name _____
 Address _____
 City _____ State _____ Zip _____
 Phone (Day) _____ (Evening) _____

Quan.	Item #	Description	Size	Price Ea.	Total

Method of Payment _____ Shipping _____
 Cashiers Check _____ Sub-Total _____
 Money order SD Res. add State/Local Tax _____ Sales Tax _____
 Money order MN Residents add 6 1/2% Tax _____
 MasterCard Visa Discover _____ Total Due _____

Card No. _____ Exp. Date _____
 Signature _____
 (Required on Credit Orders)

\$15.00 minimum credit card order please.

SACC000238



STURGIS *Rally '94*

OFFICIAL BLACK HILLS MOTOR CLASSIC ADVERTISING PACKAGE

THE RALLY MAGAZINE

The Official Rally Magazine direct mailed to a 30,000 member mailing list including Harley dealerships across the nation, select HOG chapter members throughout the U.S. and prospective 1994 Rally goers. Four color magazine format; advertising, advertorial, b/w photo can be used. (Color photos at additional charge).

Double Truck (15 1/4" x 10")	\$2500
Full Page (7 1/8" x 10")	\$1300
Half Page Horizontal (7 1/8" x 4 7/8")	\$ 675
Half Page Vertical (3 1/2" x 10")	\$ 675
Quarter Page (3 1/2" x 4 7/8")	\$ 350
Red, Yellow, or Blue Color: \$50 • All Other Colors: \$85	

Publication Date: April 15, 1994

Deadline: March 30, 1994

THE RALLY DAILY NEWS

The Official Rally Daily Newspaper published August 8-August 14, 1994, featuring national news briefs, local features, Rally profiles and Rally event updates in a four color tabloid format. The Rally Daily News will be distributed in over 100 Free Distribution Rack Locations in Sturgis, Rapid City, and throughout the Black Hills.

	1 DAY	2 OR MORE DAYS
Double Truck (21 1/4" x 13")	\$1325	\$1075 per day
Full Page (10 3/8" x 13")	\$ 690	\$ 515 per day
Half Page/H (10 3/8" x 6 3/8")	\$ 375	\$ 280 per day
Half Page/V (5 1/8" x 13")	\$ 375	\$ 280 per day
Quarter Page (5 1/8" x 6 3/8")	\$ 195	\$ 150 per day
Red, Yellow or Blue Color: \$50 • All Other Colors: \$85		

Publication Dates: August 8-14, 1994

Deadline: July 28, 1994

THE RALLY COMBO BUY

Rally Magazine Full Page & Rally Daily News Full Page (1 Day)	\$1800
Rally Magazine Half Page & Rally Daily News Half Page (1 Day)	\$ 960
Rally Magazine Quarter Page & Rally Daily Quarter Page (1 Day)	\$ 480

**To Reserve Your Advertisement
 In These Official Rally Publications**
 Phone 605/394-8317 or
 Toll Free 1-800-843-2300
 Ext. 8317 and ask for Renee Vevea

Sturgis
Rally Products Catalog
 P.O. Box 193 • Sturgis, SD 57785
 Return Service Requested

PRESORTED
 STANDARD
 US POSTAGE PAID
 PERMIT #618
 RAPID CITY, SD

Coin Number(s) _____
 Have Been Reserved In the Name of:

SACC000288



14. Official Logo Teddy Bears
 Small - \$9.99
 Large - \$13.99



45. Official Sturgis Embroidered Patch
 3 3/4" x 2 5/8"
 ONLY \$5.00



46. Official Sturgis Collector Pin
 1" x 3/4" • ONLY \$5.00



47. Official Sturgis Sticker
 2 1/2" x 2 1/8"
 ONLY \$1.00

49. Sturgis Eagle Embroidered Patch
 4 1/2" x 2"
 ONLY \$5.00



51. Sturgis Eagle Sticker
 2 1/8" x 1 1/2"
 ONLY \$1.00



50. Sturgis Eagle Collector Pin
 1" x 1" • ONLY \$5.00

57. Sturgis Buffalo Wing Patch
 5" x 2" - \$5.00
 10" x 4" - \$19.00



53. Sturgis Buffalo Wing Coffee Mug
 ONLY \$6.00



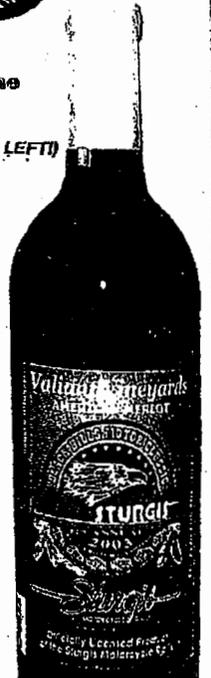
55. 16 Oz. Sturgis Motorcycle Rally Cup
 ONLY \$1.00



54. Official Sturgis Insulated Mugs
 Small - \$6.99
 Large - \$7.99



58. Official Sturgis Wine Bottled by Valiant Vineyards
 2000 - \$129.95 (ONLY 30 LEFT!)
 2001 - \$29.95
 2002 - \$14.95
 2003 - \$14.95
 (Minimum order of 2-750 ML. Bottles Please)



56. Official Sturgis Can Cooler
 Foam or Collapsible
 Available In Orange or Black
 Choice - \$3.50



Contact Us ...
 If you're looking for these products from previous years.
 800-689-7469



20. Mesh Eagle Cap
Only \$9.95

19. Official Sturgis
Logo Cap
Only \$15.95

18. Eagle Caps
Brushed Denim & Khaki
Only \$12.95

All Official Logo
garments are printed
with the Sturgis Rally
back design unless
otherwise noted.

ORDER NOW
for only \$29.95

Coins will NOT be available
at the rally. Please order
by August 1st, 2003.



2003
Back Design

05. Official Sturgis T-Shirt
Colors: Black, White, Orange, Grey & Pine
Kids: Black & Grey Only
Kids XS-L - \$13.95 • Adult S-XL - \$20.95
2X - \$22.95 • 3X - \$24.95 • 4X - \$26.95

06. Official Sturgis
Long Sleeve Sweatshirt
M-XL - \$26.95 • 2X - \$28.95

07. Official Sturgis
Hooded Sweatshirt (Not Shown)
M-XL - \$30.95 • 2X - \$32.95



08. Official Sturgis Long
Sleeve T-Shirt
M-XL - \$23.95 • 2X - \$25.95



26. Official Sturgis Tin Sign
10 1/2" x 8 3/8" • ONLY \$15.95

27. Thin Sturgis Motorcycle Rally Pen
ONLY \$1.00

28. Sturgis Motorcycle Rally Pencil
ONLY \$0.50

29. Thick Sturgis Motorcycle Rally Pen
ONLY \$1.50

09. Official Sturg
Long Sleeve
Henley
Black, Grey & Wt
M-XL - \$26.95

31. Official S
2 3/4" x 2"

30. Official Sturgis Magnet
3 1/4" • ONLY \$4.50



Item	Description	Price	Color	Size	Quantity	Total	Item	Description	Price
25.	Chopper Guy Short Sleeve (S-XL)	\$16.95	N/A				45.	Official Sturgis Embroidered Patch	\$5.00
	Chopper Guy Short Sleeve (2X-3X)	\$17.95	N/A				46.	Official Sturgis Collector Pin	\$5.00
	Chopper Guy Long Sleeve (S-XL)	\$27.95	N/A				47.	Official Sturgis Sticker	\$1.00
	Chopper Guy Long Sleeve (2X)	\$29.95	N/A				48.	Official Logo Package (Pin, Patch & Sticker)	\$10.00
26.	Official Sturgis Tin Sign	\$15.95	N/A	N/A			49.	Sturgis Eagle Embroidered Patch	\$5.00
27.	Thin Sturgis Motorcycle Rally Pen	\$1.00	N/A	N/A			50.	Sturgis Eagle Collector Pin	\$5.00
28.	Sturgis Motorcycle Rally Pencil	\$0.50	N/A	N/A			51.	Sturgis Eagle Sticker	\$1.00
29.	Thick Sturgis Motorcycle Rally Pen	\$1.50	N/A	N/A			52.	Sturgis Eagle Package (Patch, Pin Sticker)	\$10.00
30.	Official Sturgis Motorcycle Rally Magnet	\$4.50	N/A	N/A			53.	Sturgis Buffalo Wing Coffee Mug	\$6.00
31.	Official Sturgis Motorcycle Rally Belt Buckle	\$20.00	N/A	N/A			54.	Official Sturgis Insulated Mug (Small)	\$6.99
32.	Official Sturgis Bumper Sticker	\$1.00	N/A	N/A				Official Sturgis Insulated Mug (Large)	\$7.99
33.	Official Sturgis Decal	\$3.00	N/A	N/A			55.	16 Oz. Sturgis Motorcycle Rally Cup	\$1.00
34.	Official Sturgis Motorcycle Rally Mousepad	\$10.95		N/A			56.	Official Sturgis Foam Can Cooler	\$3.50
35.	Sturgis Motorcycle Rally Beads	\$1.50		N/A				Official Sturgis Collapsible Can Cooler	\$3.50
36.	Official Sturgis Motorcycle Rally Key Chain	\$2.49	N/A	N/A			57.	Sturgis Buffalo Patch 5"	\$5.00
37.	Official Sturgis Motorcycle Rally Golf Ball	\$3.50	N/A	N/A				Sturgis Buffalo Patch 10"	\$19.00
38.	Rally Map Bandanna (Black, Red, Orange, Tan)	\$5.95		N/A			58.	2000 - 750ML Official Sturgis Rally Wine (Ships July 1st!)	\$129.95
39.	Black Flame Beanie 8"	\$12.95	N/A	N/A				2001 - 750ML Official Sturgis Rally Wine (Ships July 1st!)	\$29.95
	Iron Cross Beanie 8"	\$12.95	N/A	N/A				2002 - 750ML Official Sturgis Rally Wine (Ships July 1st!)	\$14.95
	Iron Cross Beanie 12"	\$12.95	N/A	N/A				2003 - 750ML Official Sturgis Rally Wine (Ships July 1st!)	\$14.95
40.	Ladies Iron Cross Tank (White)(M-XL)	\$14.95	N/A				Celebrate Freedom Medallion		
41.	Ladies Sturgis Rally Tank (White)(M-XL)	\$14.95	N/A				"Soldier's Story" Silver Medallion		\$29.95
42.	Buffalo Wing Short Sleeve (Black)(S-XL)	\$18.95	N/A				- Second in the series		
	Buffalo Wing Short Sleeve (Black)(2X-3X)	\$18.95	N/A				- Number preference if available _____		
	Buffalo Wing Short Sleeve (Black)(4X)	\$19.95	N/A				Medallion Display Albums		\$15.00
	Buffalo Wing Long Sleeve (Black)(S-XL)	\$27.95	N/A				TOTAL PAGE TWO		
	Buffalo Wing Long Sleeve (Black)(2X-3X)	\$29.95	N/A				SHIPPING CHARGES:		
	Buffalo Wing Tank (Black)(S-XL)	\$16.95	N/A				Total Sale \$0.01-25.00 Add \$4.95 S/H		
	Buffalo Wing Tank (Black)(2X)	\$18.95	N/A				Total Sale \$25.01-50.00 Add \$6.95 S/H		
43.	I Rode Mine (Black)(S-XL)	\$16.95	N/A				Total Sale \$50.01-100.00 Add \$8.95 S/H		
	I Rode Mine (Black)(2X-3X)	\$18.95	N/A				Total Sale \$100.01-150.00 Add \$10.95 S/H		
44.	Official Logo Teddy Bear (Small)	\$9.99		N/A			Total Sale \$150.01+ Add \$12.95 S/H		
	Official Logo Teddy Bear (Large)	\$13.99		N/A			Wine - Add \$8 S/H for Each 2 Bottle Order (Not included in total sale)		
							Coin Insurance please add \$1.50 per coin		

Method of Payment: Check Money Order Visa Mastercard

30 Day Money Back Guarantee!

Name: _____

SACC000287

Card Number: _____ Expires: _____

Signature: (Required for all Credit Card Purchases) _____

PAGE 22 - RCVD AT 4:22:03 9/22/08 PM Eastern Daylight Time - STCJ3 - INTR-1307 - CSJD:2005 247 2363 - PARATION (mm-spf-01-14)

SACC000234



Sturgis
MOTORCYCLE RALLY

AUTHENTIC

**Officially Licensed
Product of the
Sturgis Motorcycle Rally**

www.SturgisMotorcycleRally.com

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

In the matter of Trademark Application Serial No. 86/112,261

Trademark: IT'S A BLACK HILLS THING! YOU WOULDN'T UNDERSTAND, 'TILL YOU
BEEN HERE!

Filed: November 6, 2013

Published: April 1, 2014

Sturgis Motorcycle Rally, Inc.,)	
)	
Opposer,)	
)	
v.)	Opposition No. 91217630
)	
Gary St. Martin Hansen,)	
)	
Applicant.)	

OPPOSER

Sturgis Motorcycle Rally, Inc.

EXHIBIT 22



HOME

ABOUT US

CAUSES WE SUPPORT

OFFICIAL PRODUCTS

LICENSING

CONTACT US

INTELLECTUAL PROPERTY:

Sturgis®

Black Hills®

Sturgis® Motorcycle Rally™

The Legend Lives On®

Sturgis Bike Week®

Take the Ride to Sturgis®

Sturgis Rally & Races™



Subscribe to our newsletter to receive updates on the Sturgis® Motorcycle Rally and related events

SUBMIT

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

In the matter of Trademark Application Serial No. 86/112,261
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Gary St. Martin Hansen,)	
)	
Applicant.)	

OPPOSER

Sturgis Motorcycle Rally, Inc.

EXHIBIT 31

Generated on: This page was generated by TSDR on 2016-04-03 12:23:33 EDT

Mark: IT'S A BLACK HILLS THING ! YOU WOULDN'T UNDERSTAND , 'TILL YOU BEEN HERE !

It's a Black Hills Thing !
You wouldn't understand ,
'Till you been here !

US Serial Number: 86112261

Application Filing Date: Nov. 06, 2013

Filed as TEAS Plus: Yes

Currently TEAS Plus: Yes

Register: Principal

Mark Type: Service Mark

Status: An opposition after publication is pending at the Trademark Trial and Appeal Board. For further information, see TTABVue on the Trademark Trial and Appeal Board web page.

Status Date: Jul. 30, 2014

Publication Date: Apr. 01, 2014

Mark Information

Mark Literal Elements: IT'S A BLACK HILLS THING ! YOU WOULDN'T UNDERSTAND , 'TILL YOU BEEN HERE !

Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type: 4 - STANDARD CHARACTER MARK

Goods and Services

Note: The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [] indicate deleted goods/services;
- Double parenthesis (()) identify any goods/services not claimed in a Section 15 affidavit of incontestability, and
- Asterisks * identify additional (new) wording in the goods/services.

For: Custom imprinting of T-shirts; Custom imprinting of bumper sticker with decorative designs; Custom imprinting of slogan with messages; Imprinting messages on T-shirts; Imprinting messages on wearing apparel and mugs; Imprinting of decorative designs on T-shirts; Silk screen printing; T-shirt embroidering services

International Class(es): 040 - Primary Class

U.S Class(es): 100, 103, 106

Class Status: ACTIVE

Basis: 1(b)

Basis Information (Case Level)

Filed Use: No	Currently Use: No	Amended Use: No
Filed ITU: Yes	Currently ITU: Yes	Amended ITU: No
Filed 44D: No	Currently 44D: No	Amended 44D: No
Filed 44E: No	Currently 44E: No	Amended 44E: No
Filed 66A: No	Currently 66A: No	
Filed No Basis: No	Currently No Basis: No	

Current Owner(s) Information

Owner Name: Hansen, Gary, St. Martin

DBA, AKA, Formerly: AKA Gary Kimble St. Martin

Owner Address: 10079 Valley Rd. NE
Bainbridge Island, WASHINGTON 98110

UNITED STATES

Legal Entity Type: INDIVIDUAL

Citizenship: UNITED STATES

Attorney/Correspondence Information

Attorney of Record - None
Correspondent

Correspondent Name/Address: GARY ST MARTIN HANSEN
399 LOWER MAIN WEST
JOHNSON, VERMONT 05656-9636
UNITED STATES

Phone: 206 319 8158

Correspondent e-mail: stdrumr@gmail.com

Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

Date	Description	Proceeding Number
Jul. 30, 2014	OPPOSITION INSTITUTED NO. 999999	217630
Apr. 25, 2014	EXTENSION OF TIME TO OPPOSE RECEIVED	
Apr. 02, 2014	NOTICE OF PUBLICATION	
Apr. 01, 2014	OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED	
Apr. 01, 2014	PUBLISHED FOR OPPOSITION	
Mar. 12, 2014	NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED	
Feb. 22, 2014	APPROVED FOR PUB - PRINCIPAL REGISTER	
Feb. 22, 2014	ASSIGNED TO EXAMINER	76734
Nov. 19, 2013	NOTICE OF PSEUDO MARK E-MAILED	
Nov. 18, 2013	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM	
Nov. 09, 2013	NEW APPLICATION ENTERED IN TRAM	

TM Staff and Location Information

TM Staff Information

TM Attorney: HAYES, GINA CLARK

Law Office Assigned: LAW OFFICE 103

File Location

Current Location: PUBLICATION AND ISSUE SECTION

Date in Location: Feb. 24, 2014

Proceedings

Summary

Number of Proceedings: 2

Type of Proceeding: Opposition

Proceeding Number: 91217630

Filing Date: Jul 30, 2014

Status: Pending

Status Date: Jul 30, 2014

Interlocutory Attorney: WENDY COHEN

Defendant

Name: Hansen, Gary, St. Martin

Correspondent Address: GARY ST MARTIN HANSEN
399 LOWER MAIN WEST
JOHNSON VT , 05656-9636
UNITED STATES

Correspondent e-mail: stdrumr@gmail.com

Associated marks

Mark	Application Status	Serial Number	Registration Number
IT'S A BLACK HILLS THING ! YOU WOULDN'T UNDERSTAND	Opposition Pending	86112261	

Plaintiff(s)

Name: Sturgis Motorcycle Rally, Inc.

Correspondent Address: JASON M SNEED
SNEED PLLC
610 JETTON ST, STE 120-107
DAVIDSON NC , 28036
UNITED STATES

Correspondent e-mail: JSneed@SneedLegal.com , Glacona@SneedLegal.com , litigation@SneedLegal.com , admin@sneedlegal.com

Mark	Application Status	Serial Number	Registration Number
BLACK HILLS	Cancellation Pending	76979109	3955170
BLACK HILLS	Registered	76979154	4301562

Prosecution History				
Entry Number	History Text	Date	Due Date	
1	FILED AND FEE	Jul 30, 2014		
2	NOTICE AND TRIAL DATES SENT, ANSWER DUE:	Jul 30, 2014	Sep 08, 2014	
3	PENDING, INSTITUTED	Jul 30, 2014		
4	ANSWER	Sep 04, 2014		
5	MOT TO AMEND APPLICATION	Oct 01, 2014		
6	D'S COMMUNICATION RE: SERVICE	Oct 02, 2014		
7	RESPONSE DUE 30 DAYS (DUE DATE)	Nov 19, 2014	Dec 19, 2014	
8	MOT TO AMEND APPLICATION	Nov 21, 2014		
9	MOT TO AMEND APPLICATION	Nov 21, 2014		
10	MOT TO AMEND APPLICATION	Nov 21, 2014		
11	MOT TO AMEND APPLICATION	Nov 21, 2014		
12	P OPP/RESP TO MOTION	Dec 12, 2014		
13	D OPP/RESP TO MOTION	Jan 09, 2015		
14	RESPONSE DUE TWENTY DAYS	Feb 02, 2015		
15	MOT TO AMEND APPLICATION	Feb 16, 2015		
16	MOT TO AMEND APPLICATION	Feb 17, 2015		
17	P OPP/RESP TO MOTION	Mar 10, 2015		
18	SUSP PEND DISP OF OUTSTNDNG MOT	Mar 27, 2015		
19	D OPP/RESP TO MOTION	May 01, 2015		
20	MOTION TO AMEND DENIED TRIAL DATES RESET	May 08, 2015		
21	P'S MT TO SUSPEND TO RETAIN COUNSEL	Feb 23, 2016		
22	D OPP/RESP TO MOTION	Feb 26, 2016		
23	DUPLICATE FILING (NOT CONSIDERED)	Feb 26, 2016		
24	D'S SUPPL TO #22 IN RESP TO P'S #21	Feb 27, 2016		
25	P MOT FOR EXT W/O CONSENT	Mar 02, 2016		
26	SUSPENDED	Mar 04, 2016		
27	PAPER RECEIVED AT TTAB	Apr 02, 2016		

Type of Proceeding: Extension of Time

Proceeding Number: 86112261

Filing Date: Apr 25, 2014

Status: Terminated

Status Date: Jul 30, 2014

Interlocutory Attorney:

Defendant

Name: Hansen, Gary, St. Martin

Correspondent Address: HANSEN, GARY, ST. MARTIN
10079 NE VALLEY RD
BAINBRIDGE ISLAND WA . 98110-4309

Associated marks		Application Status	Serial Number	Registration Number
Mark				
IT'S A BLACK HILLS THING ! YOU WOULDN'T UNDERSTAND		Opposition Pending	86112261	
Potential Opposer(s)				

Name: Sturgis Motorcycle Rally, Inc.

Correspondent Address: Jason Sneed; Gina Iacona
 SNEED PLLC
 610 Jetton Street Suite 120-107
 Davidson NC , 28036
 UNITED STATES

Correspondent e-mail: JSneed@SneedLegal.com , Glacona@SneedLegal.com , litigation@SneedLegal.com

Associated marks		Application Status	Serial Number	Registration Number
Mark				
Prosecution History				
Entry Number	History Text		Date	Due Date
1	INCOMING - EXT TIME TO OPPOSE FILED		Apr 25, 2014	
2	EXTENSION OF TIME GRANTED		Apr 25, 2014	
3	INCOMING - EXT TIME TO OPPOSE FILED		May 31, 2014	
4	EXTENSION OF TIME GRANTED		May 31, 2014	



UNITED STATES PATENT AND TRADEMARK OFFICE

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

Apr 2, 2014

NOTICE OF PUBLICATION

1. Serial No.:
86-112,261
2. Mark:
IT'S A BLACK HILLS THING ! YOU WOULDN'T
Etc. (STANDARD CHARACTER MARK)
3. International Class(es):
40
4. Publication Date:
Apr 1, 2014
5. Applicant:
Hansen, Gary, St. Martin

The mark of the application identified appears to be entitled to registration. The mark will, in accordance with Section 12(a) of the Trademark Act of 1946, as amended, be published in the *Official Gazette* on the date indicated above for the purpose of opposition by any person who believes he will be damaged by the registration of the mark. If no opposition is filed within the time specified by Section 13(a) of the Statute or by rules 2.101 or 2.102 of the Trademark Rules, the Commissioner of Patents and Trademarks may issue a notice of allowance pursuant to section 13(b) of the Statute.

Copies of the trademark portion of the *Official Gazette* containing the publication of the mark may be obtained from:

The Superintendent of Documents
U.S. Government Printing Office
PO Box 371954
Pittsburgh, PA 15250-7954
Phone: 202-512-1800

By direction of the Commissioner.

To view this notice and other documents for this application on-line, go to <http://tdr.uspto.gov/search.action?sn=86112261>.

Correspondence Address:

HANSEN, GARY, ST. MARTIN
10079 NE VALLEY RD
BAINBRIDGE ISLAND, WA 98110-4309

From: TMOOfficialNotices@USPTO.GOV
Sent: Tuesday, April 1, 2014 00:42 AM
To: stdrumr@gmail.com
Subject: Official USPTO Notice of Publication Confirmation: U.S. Trademark SN 86112261: IT'S A BLACK HILLS THING ! YOU WOULDN'T etc.

TRADEMARK OFFICIAL GAZETTE PUBLICATION CONFIRMATION

U.S. Serial Number: 86-112,261
Mark: IT'S A BLACK HILLS THING ! YOU WOULDN'T etc.
International Class(es): 040
Owner: Hansen, Gary, St. Martin
Docket/Reference Number:

The mark identified above has been published in the Trademark Official Gazette (TMOG) on Apr 01, 2014.

To View the Mark in the Next Generation TMOG (eOG):

Click on the following link or paste the URL into an internet browser: <http://tmoq.uspto.gov/#date=2014-04-01&serial=86112261>

To View the Mark in the Legacy format TMOG:

1. Click on the following link or paste the URL into an internet browser: http://www.uspto.gov/web/trademarks/tmog/20140401_OG.pdf#page=00001163
2. Locate your mark on the displayed page.

If the TMOG PDF file does not open to the page containing your mark (you must have an Adobe Reader installed on your workstation), click on the following link or paste the URL into an internet browser to review the Frequently Asked Questions about the Trademark Official Gazette: http://www.uspto.gov/trademarks/resources/tm_og_faqs.jsp

On the publication date or shortly thereafter, the applicant should carefully review the information that appears in the TMOG for accuracy. If any information is incorrect due to USPTO error, the applicant should immediately email the requested correction to TMPostPubQuery@uspto.gov. For applicant corrections or amendments after publication, please file a post publication amendment using the form available at <http://teasroa.uspto.gov/ppa/>. For general information about this notice, please contact the Trademark Assistance Center at 1-800-786-9199.

Significance of Publication for Opposition:

Any party who believes it will be damaged by the registration of the mark may file a notice of opposition (or extension of time therefor) with the Trademark Trial and Appeal Board. If no party files an opposition or extension request within thirty (30) days after the publication date, then eleven (11) weeks after the publication date a notice of allowance (NOA) should issue. (Note: The applicant must file a Statement of Use or Extension Request within six (6) months after the NOA issues.)

To view this notice and other documents for this application on-line, go to <http://tsdr.uspto.gov/search.action?sn=86112261>. NOTE: This notice will only become available on-line the next business day after receipt of this e-mail.



UNITED STATES PATENT AND TRADEMARK OFFICE

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

Mar 12, 2014

NOTICE OF PUBLICATION

1. Serial No.:
86-112,261
2. Mark:
IT'S A BLACK HILLS THING ! YOU WOULDN'T
Etc. (STANDARD CHARACTER MARK)
3. International Class(es):
40
4. Publication Date:
Apr 1, 2014
5. Applicant:
Hansen, Gary, St. Martin

The mark of the application identified appears to be entitled to registration. The mark will, in accordance with Section 12(a) of the Trademark Act of 1946, as amended, be published in the *Official Gazette* on the date indicated above for the purpose of opposition by any person who believes he will be damaged by the registration of the mark. If no opposition is filed within the time specified by Section 13(a) of the Statute or by rules 2.101 or 2.102 of the Trademark Rules, the Commissioner of Patents and Trademarks may issue a notice of allowance pursuant to section 13(b) of the Statute.

Copies of the trademark portion of the *Official Gazette* containing the publication of the mark may be obtained from:

The Superintendent of Documents
U.S. Government Printing Office
PO Box 371954
Pittsburgh, PA 15250-7954
Phone: 202-512-1800

By direction of the Commissioner.

Email Address(es):

stdrumr@gmail.com

From: TMOfficialNotices@USPTO.GOV
Sent: Wednesday, March 12, 2014 03:35 AM
To: stdrumr@gmail.com
Subject: Official USPTO Notification of Notice of Publication: U.S. Trademark SN 86112261: IT'S A BLACK HILLS THING ! YOU WOULDN'T etc.

NOTIFICATION OF "NOTICE OF PUBLICATION"

Your trademark application (Serial No. 86112261) is scheduled to publish in the *Official Gazette* on Apr 1, 2014 . To preview the Notice of Publication, go to <http://tdr.uspto.gov/search.action?sn=86112261>. If you have difficulty accessing the Notice of Publication, contact TDR@uspto.gov.

PLEASE NOTE:

1. The Notice of Publication may not be immediately available but will be viewable within 24 hours of this e-mail notification.
2. You will receive a second e-mail on the actual "Publication Date," which will include a link to the issue of the *Official Gazette* in which the mark has published.

Do NOT hit "Reply" to this e-mail notification. If you have any questions about the content of the Notice of Publication, contact TMPostPubQuery@uspto.gov.

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Trademark Snap Shot Publication Stylesheet
(Table presents the data on Publication Approval)

OVERVIEW

SERIAL NUMBER	86112261	FILING DATE	11/06/2013
REG NUMBER	0000000	REG DATE	N/A
REGISTER	PRINCIPAL	MARK TYPE	SERVICE MARK
INTL REG #	N/A	INTL REG DATE	N/A
TM ATTORNEY	HAYES, GINA CLARK	L.O. ASSIGNED	103

PUB INFORMATION

RUN DATE	02/25/2014
PUB DATE	04/01/2014
STATUS	681-PUBLICATION/ISSUE REVIEW COMPLETE
STATUS DATE	02/24/2014
LITERAL MARK ELEMENT	IT'S A BLACK HILLS THING ! YOU WOULDN'T UNDERSTAND , 'TILL YOU BEEN HERE !

DATE ABANDONED	N/A	DATE CANCELLED	N/A
SECTION 2F	NO	SECTION 2F IN PART	NO
SECTION 8	NO	SECTION 8 IN PART	NO
SECTION 15	NO	REPUB 12C	N/A
RENEWAL FILED	NO	RENEWAL DATE	N/A
DATE AMEND REG	N/A		

FILING BASIS

FILED BASIS		CURRENT BASIS		AMENDED BASIS	
1 (a)	NO	1 (a)	NO	1 (a)	NO
1 (b)	YES	1 (b)	YES	1 (b)	NO
44D	NO	44D	NO	44D	NO
44E	NO	44E	NO	44E	NO
66A	NO	66A	NO		
NO BASIS	NO	NO BASIS	NO		

MARK DATA

STANDARD CHARACTER MARK	YES
LITERAL MARK ELEMENT	IT'S A BLACK HILLS THING ! YOU WOULDN'T UNDERSTAND , 'TILL YOU BEEN HERE !
MARK DRAWING CODE	4-STANDARD CHARACTER MARK
COLOR DRAWING FLAG	NO

CURRENT OWNER INFORMATION

PARTY TYPE	10-ORIGINAL APPLICANT
NAME	Hansen, Gary, St. Martin
ADDRESS	10079 Valley Rd. NE Bainbridge Island, WA 98110
ENTITY	01-INDIVIDUAL

CITIZENSHIP	United States of America
DBA/AKA	AKA Gary Kimble St. Martin
GOODS AND SERVICES	
INTERNATIONAL CLASS	040
DESCRIPTION TEXT	Custom imprinting of T-shirts; Custom imprinting of bumper sticker with decorative designs; Custom imprinting of slogan with messages; Imprinting messages on T-shirts; Imprinting messages on wearing apparel and mugs; Imprinting of decorative designs on T-shirts; Silk screen printing; T-shirt embroidering services

GOODS AND SERVICES CLASSIFICATION							
INTERNATIONAL CLASS	040	FIRST USE DATE	NONE	FIRST USE IN COMMERCE DATE	NONE	CLASS STATUS	6-ACTIVE

MISCELLANEOUS INFORMATION/STATEMENTS	
CHANGE IN REGISTRATION	NO
PSEUDO MARK	IT IS A BLACK HILLS THING YOU WOULD NOT UNDERSTAND UNTIL YOU BEEN HERE

PROSECUTION HISTORY				
DATE	ENT CD	ENT TYPE	DESCRIPTION	ENT NUM
02/22/2014	CNSA	P	APPROVED FOR PUB - PRINCIPAL REGISTER	005
02/22/2014	DOCK	D	ASSIGNED TO EXAMINER	004
11/19/2013	MPMK	E	NOTICE OF PSEUDO MARK E-MAILED	003
11/18/2013	NWOS	I	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM	002
11/09/2013	NWAP	I	NEW APPLICATION ENTERED IN TRAM	001

CURRENT CORRESPONDENCE INFORMATION	
ATTORNEY	NONE
CORRESPONDENCE ADDRESS	HANSEN, GARY, ST. MARTIN 10079 NE VALLEY RD BAINBRIDGE ISLAND, WA 98110-4309
DOMESTIC REPRESENTATIVE	NONE

It's a Black Hills Thing !
You wouldn't
understand ,
'Till you been here !

*** User:ghayes1 ***

#	Total Marks	Dead Marks	Live Viewed Docs	Live Viewed Images	Status/ Search Duration	Search
01	1	0	1	0	0:01	86112261 SN
02	123	81	42	0	0:01	*bla{"ckqx"}*[bi,ti] and *hill*[bi,ti]
03	17	11	2	0	0:02	"you wouldn't" bi,ti]
04	757	N/A	0	0	0:01	*understand*[bi,ti]
05	82	55	27	0	0:02	"been there" bi,ti]
06	14836	N/A	0	0	0:01	*black*[bi,ti]
07	11781	N/A	0	0	0:01	*hill*[bi,ti]
08	1	0	1	0	0:01	4 and (6 7)

Session started 2/22/2014 4:58:05 PM

Session finished 2/22/2014 5:02:13 PM

Total search duration 0 minutes 10 seconds

Session duration 4 minutes 8 seconds

Default NEAR limit=1 ADJ limit=1

Sent to TICRS as Serial Number: 86112261

*** User:ghayes1 ***

#	Total Marks	Dead Marks	Live Viewed Docs	Live Viewed Images	Status/ Search Duration	Search
01	1	0	1	0	0:01	86112261[SN]
02	123	81	42	0	0:01	*bla{"ckqx"}* bi,ti and *hill* bi,ti
03	17	11	2	0	0:02	"you wouldn't" bi,ti
04	757	N/A	0	0	0:01	*understand* bi,ti
05	82	55	27	0	0:02	"been there" bi,ti

Session started 2/22/2014 4:58:05 PM

Session finished 2/22/2014 5:01:15 PM

Total search duration 0 minutes 7 seconds

Session duration 3 minutes 10 seconds

Default NEAR limit=1 ADJ limit=1

Sent to TICRS as Serial Number: 86112261

From: TMDesignCodeComments
Sent: Tuesday, November 19, 2013 00:23 AM
To: stdrumr@gmail.com
Subject: Notice of Pseudo Mark for Serial Number: 86112261

Docket/Reference Number:

The USPTO may assign pseudo marks, as appropriate, to new applications to assist in searching the USPTO database for conflicting marks. They have no legal significance and will not appear on the registration certificate.

A PSEUDO MARK may be assigned to marks that include words, numbers, compound words, symbols, or acronyms that can have alternative spellings or meanings. For example, if the mark comprises the words 'YOU ARE' surrounded by a design of a box, the pseudo mark field in the USPTO database would display the mark as 'YOU ARE SQUARE'. A mark filed as 'URGR8' would receive a pseudo mark of 'YOU ARE GREAT'.

Response to this notice is not required; however, to suggest additions or changes to the pseudo mark assigned to your mark, please e-mail TMDesignCodeComments@USPTO.GOV. You **must** reference your application serial number within your request. The USPTO will review the proposal and update the record, if appropriate. For questions, please call 1-800-786-9199 to speak to a Customer Service representative.

The USPTO will not send any further response to your e-mail. Check TESS in approximately two weeks to see if the requested changes have been entered. Requests deemed unnecessary or inappropriate will not be entered.

To view this notice and other documents for this application on-line, go to <http://tdr.uspto.gov/search.action?sn=86112261>. NOTE: This notice will only be available on-line the next business day after receipt of this e-mail.

Pseudo marks assigned to the referenced serial number are listed below.

PSEUDO MARK:

IT IS A BLACK HILLS THING YOU WOULD NOT UNDERSTAND UNTIL YOU BEEN HERE

It's a Black Hills Thing !
You wouldn't
understand ,
'Till you been here !

Trademark/Service Mark Application, Principal Register

TEAS Plus Application

Serial Number: 86112261

Filing Date: 11/06/2013

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

The table below presents the data as entered.

Input Field	Entered
TEAS Plus	YES
MARK INFORMATION	
*MARK	It's a Black Hills Thing ! You wouldn't understand , 'Till you been here !
*STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	It's a Black Hills Thing ! You wouldn't understand , 'Till you been here !
*MARK STATEMENT	The mark consists of standard characters, without claim to any particular font, style, size, or color.
REGISTER	Principal
APPLICANT INFORMATION	
*OWNER OF MARK	Hansen, Gary, St. Martin
DBA/AKA/TA/FORMERLY	AKA Gary Kimble St. Martin
*STREET	10079 Valley Rd. NE
*CITY	Bainbridge Island
*STATE (Required for U.S. applicants)	Washington
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants only)	98110
PHONE	206 319 8158
EMAIL ADDRESS	stdrumr@gmail.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
WEBSITE ADDRESS	www.garystmartin.com
LEGAL ENTITY INFORMATION	
*TYPE	INDIVIDUAL
*COUNTRY OF CITIZENSHIP	United States

GOODS AND/OR SERVICES AND BASIS INFORMATION

* INTERNATIONAL CLASS	040
* IDENTIFICATION	Custom imprinting of T-shirts; Custom imprinting of bumper sticker with decorative designs; Custom imprinting of slogan with messages; Imprinting messages on T-shirts; Imprinting messages on wearing apparel and mugs; Imprinting of decorative designs on T-shirts; Silk screen printing; T-shirt embroidering services
* FILING BASIS	SECTION 1(b)

ADDITIONAL STATEMENTS INFORMATION

* TRANSLATION (if applicable)	
* TRANSLITERATION (if applicable)	
* CLAIMED PRIOR REGISTRATION (if applicable)	
* CONSENT (NAME/LIKENESS) (if applicable)	
* CONCURRENT USE CLAIM (if applicable)	

CORRESPONDENCE INFORMATION

* NAME	Hansen, Gary, St. Martin
* STREET	10079 Valley Rd. NE
* CITY	Bainbridge Island
* STATE (Required for U.S. applicants)	Washington
* COUNTRY	United States
* ZIP/POSTAL CODE	98110
PHONE	206 319 8158
* EMAIL ADDRESS	stdrumr@gmail.com
* AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes

FEE INFORMATION

NUMBER OF CLASSES	1
FEE PER CLASS	275
* TOTAL FEE PAID	275

SIGNATURE INFORMATION

* SIGNATURE	/Black Hills Thing/
* SIGNATORY'S NAME	Gary St Martin Hansen
* SIGNATORY'S POSITION	Owner
SIGNATORY'S PHONE NUMBER	(206)319-8158
* DATE SIGNED	11/06/2013

Trademark/Service Mark Application, Principal Register

TEAS Plus Application

Serial Number: 86112261

Filing Date: 11/06/2013

To the Commissioner for Trademarks:

MARK: It's a Black Hills Thing ! You wouldn't understand , 'Till you been here ! (Standard Characters, see mark)
The literal element of the mark consists of It's a Black Hills Thing ! You wouldn't understand , 'Till you been here !.
The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, Gary, St. Martin Hansen, AKA Gary Kimble St. Martin, a citizen of United States, having an address of
10079 Valley Rd. NE
Bainbridge Island, Washington 98110
United States

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

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

International Class 040: Custom imprinting of T-shirts; Custom imprinting of bumper sticker with decorative designs; Custom imprinting of slogan with messages; Imprinting messages on T-shirts; Imprinting messages on wearing apparel and mugs; Imprinting of decorative designs on T-shirts; Silk screen printing; T-shirt embroidering services

Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. (15 U.S.C. Section 1051(b)).

For informational purposes only, applicant's website address is: www.garystmartin.com

The applicant's current Correspondence Information:

Hansen, Gary, St. Martin
10079 Valley Rd. NE
Bainbridge Island, Washington 98110
206 319 8158(phone)
stdrumr@Gmail.om (authorized)

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

Declaration

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

Signature: /Black Hills Thing/ Date Signed: 11/06/2013

Signatory's Name: Gary St Martin Hansen

Signatory's Position: Owner

RAM Sale Number: 86112261
RAM Accounting Date: 11/07/2013

Serial Number: 86112261
Internet Transmission Date: Wed Nov 06 18:40:13 EST 2013
TEAS Stamp: USPTO/FTK-XX.XX.XXX.XXX-2013110618401375
9976-86112261-50085515ef2e216910e2db9762
4c342d65d6c9e871a2bd9f93749fc14ec93eaad-
CC-6187-20131106154127980699

It's a Black Hills Thing !
You wouldn't
understand ,
'Till you been here !

RAPID REPORTING

Registered Professional Reporters

KIMBERLY K. MORRISON JOHNSON, RPR
JEANNE R. SPECK QUINN
TINA R. PRUSS
JEAN M. CARLSON, ASSOC.

3213 W. MAIN STREET - #199
RAPID CITY, SD 57702
OFFICE: (605)343-0066
FAX: (605)342-0554

June 28, 2016

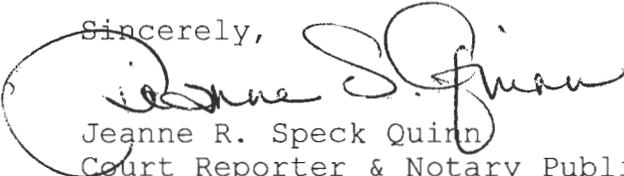
MR. JASON M. SNEED
Sneed PLLC
610 Jetton Street
Suite 120-107
Davidson, North Carolina

Re: SMRI v. St. Martin Hansen

Counsel:

Enclosed please find a copy of the correction sheets for the depositions of Clint Brengle, Dean Kinney, and Karen Simmons taken in the above-entitled matter. The original transcripts are being sealed and filed at this time with you, Mr. Sneed. If there are any questions or anything I can further assist with regarding this matter, please do not hesitate to contact me.

Sincerely,



Jeanne R. Speck Quinn
Court Reporter & Notary Public

Enclosure
cc: Original transcripts