

UNITED STATES PATENT & TRADEMARK OFFICE
Trademark Trial and Appeal Board
PO Box 1451
Alexandria, VA 22313-1451

10/14
TTAB

FEB 7, 2006

RE:
Cancellation No. 92040459

LOUIS K. MEISEL, JOHN T. DILLARD ET AL

VS.

VANCAS, J. DANIEL

LETTER AND RESPONSE TO JANUARY 20, 2006 NOTICE

I, J. Daniel Vancas object to the Boards presumption that my trademarks are released from the automatic Bankruptcy Stay; and also strongly object that the proceedings to cancel my trademarks may resume. The reasons for my objections are as follows:

1. PETITIONERS CLAIMS ARE REDUNDANT, HAVE BEEN DENIED PRIOR AND BELIEVED IN VIOLATION OF FEDERAL COURT STAY & ORDER:

This entire claim of the Petitioners is redundant. In effect this places me and my Intellectual Property unfairly in Double Jeopardy, when this matter has already been decided on in Federal Court. These Petitioners are all licensed with and have connections with a company called Brown & Bigelow (B&B).

The actions of the Petitioners are believed to be an extension of B&B policy and are serving the best interest of B&B, despite B&B having settled this matter with me fully in Binding Arbitration and Federal Court Order. As the artist Elvgren having sold all rights to B&B, including the right to trademark, B&B granted me the right, permission and ownership of these Elvgren trademarks, and was made Court Order in a Settlement Agreement in March of 2001.



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U.S. Patent & TMOtc/TM Mail Rcpt Dt. #26

2 of 4

In disregard to the B&B Agreements and Court Order, these same Petitioners claims to cancel and/or force the sell of my Trademarks motioned with an extensive file and supporting document submissions, at a hearing in Federal Court, Bankruptcy Ch 7, in 2003. This was to REQUEST either cancellation my Trademark by Federal Bankruptcy Court and/or force the sell of the same trademarks for pennies on the dollar, to the same Petitioners.

After extensive review and hearing by the Federal Bankruptcy Court, these requests were denied. The final Petition and hearing in my Ch 7 Bankruptcy was June 11, 2003. Judge James Grube DENIED the Petitioners request and issued an Order stating that I, the debtor may retain the rights and use of these trademarks. This Order was signed and was entered on June 23, 2003.

This was not the first time such action or similar action was repeatedly denied in Bankruptcy Court, and also at Federal Court in Minnesota, where B&B attempted to have that Court cancel my Trademark Registrations. This also was denied by the court in B&B Vs Vancas, 2000. The matter of ownership of the Elvgren trademark came to rest in the B&B Vs Vancas Settlement and Order of 2001 resolving and ending the case of B&B Vs Vancas, which also grants the permanent right of ownership of these two Elvgren trademarks to me, Vancas. This agreement also bars further post settlement actions by licensee and agents of B&B, such as the Petitioners.

2. MY BANKRUPTCY IS IN FULL FORCE AND EFFECT:

Chapter 7 Bankruptcy: My CONVERSION to a Ch. 7 Bankruptcy was approved and cleared for Discharge was July 1, 2003, shortly after the Petitioners Hearing and request was denied in this matter. My Bankruptcy was and is NOT canceled, and the automatic stay of these same listed Petitioners, as listed Debtors still is in full force and effect.

3. B&B SETTLEMENT & ORDER - HISTORY 1995 THROUGH 2001 - CORE ISSUES - MY ELVGREN TRADEMARKS RETAINED:

I was in contract with B&B (Brown & Bigelow) from 1995 to 2000. In 2001 we ended our contract and trademark dispute. I had license to produce with exclusive world license Elvgren art, prints and hand painted reproductions, copyright images of B&B. The Petitioner Meisel and other

associated with him were also licensed with B&B, however it was later, since 1996 for book and product publishing. A dispute between B&B and myself arose when the Petitioner, Meisel, a licensee of B&B, and others associated with him began to produce art products of images that I had world exclusive licensing copyrights with B&B prior. Petitioner Meisel, and Charles Martignette and including their book publisher named Taschen, then claimed copyright on these products and images at a time when having no license to produce these additional products of Elvgren images owned by B&B. Then the Petitioner Meisel, Martignette and Taschen distributed these products world wide with such saturation that it harmed the I.P. and value of my already fully licensed world exclusive products, paintings and prints. My exclusive Elvgren fine art promotions, and products had lost credibility because of the false and misleading claims on these products that had violated the copyright and license agreements with B&B.

By 1996 I had already opened three art galleries for the purpose of promoting and displaying my B&B licensed Elvgren portfolio of fine art limited editions, prints and hand painted original replicas of Elvgren work, I was at a disadvantage, and my exclusive license and products was greatly diminished. To increase credibility and customer confidence in the underlying Intellectual Property, I asked B&B in 1996 if I could trademark Elvgren to add additional value and protection. This was agreed and in 1996 I made my first Application for the Elvgren trademarks to the PTO. In 1997 I received these two Elvgren registrations, they were not disputed. I promptly faxed a copy of the newly registered trademarks with a cover letter to B&B and the Petitioners in September and October of 1997. There was no response from B&B. B&B for the next two years ignored all my communications and attorney letters and phone calls. There was no immediate response from the Petitioner Meisel. I made no further communications to the Petitioner Meisel. Much Later I received a threatening demand letter from the Petitioners, that I close my gallery, give up my Elvgren trademarks, burn my paintings, or else they would send to me someone who would make me listen to this threatening demand, signed "your worst nightmare"; and also received a rambling death threat email from Petitioner Dillard stating that he loves to kill people and was responsible for killing 4 people and enjoyed it, loving nothing more than to kill someone who deserves it. He also stated in this and other email that he like to visit my gallery, Vanguard Gallery in Carmel, Ca., where I work, with me unaware of who he is and his, dangerous intentions. At that time (1997 and 1998) I was completely unaware of his affiliations to Petitioner Meisel, Martignette and B&B. However by 1998 and 1999, I had received many numerous reports that both Meisel and Martignette were

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threatening to kill me because I retained the Elvgren trademarks, remained in business, kept my Vanguard Galley open, was still producing the Elvgren art and products.

With a undisclosed and new settlement with B&B, sometime in 1997, B&B and the Petitioner Meisel, Martignette and Taschen had made a new business alliance. That despite what B&B promised me to the contrary, now excluded me from the Elvgren art market and sought to cancel my exclusive Elvgren art contracts with B&B, in favor of their new relationship with the Petitioners and their new license agreements with them. This opened the door to the threatening and hostile intent of the Petitioner and his associates. From 1998 on, I started receiving more threats, death threats, personal intimidations, prank phone calls, my property was vandalized, I had art thefts, business interference and hostile disruptions, client intimidation, attorney intimidation, my private lender was intimidated, Internet hacking, web site take over and Internet account take overs. Several emails and witness reports identified Petitioner Meisel, Petitioner Dillard, Martignette and others as the responsible parties. Concurrently B&B file suit to close my licensing contract with them, later they sought to cancel my trademark, in late 2000 the Federal Court denied B&B's request to cancel my Elvgren trademarks. The same court ruled that I had still valid B&B contracts in 1999 and 2000, despite the litigation.

ARBITRATION SETTLEMENT WITH B&B IN 2001 DETERMINES STATUS AND OWNERSHIP OF ELVGREN TRADEMARKS

To settle a dispute over the B&B/Vancas contract and the matter of these same Elvgren Trademarks with B&B, that were issued in 1997, in March of 2001 B&B entered to Binding Arbitration, only after many threats, by the Petitioners to give up or else, which was followed by at least one failed attempt on my life, in which I was injured after leaving the Federal Court in November of 2000, in which my attorney instructed me to give up and not to file papers in Federal Court San Jose. A month later I collapsed unconscious and paramedic called to rush me to the hospital. Because I survived, and these threats were confirmed I was asked what I wanted and I said, that I wanted Arbitration, to keep my Elvgren trademarks, to be allowed to continue, to ^{use} separate Elvgren images, isolate those Elvgren images of my I.P. development since 1994, that were formally called Public Domain, for B&B to identify a list of what is owned by B&B, to be free of harassment and threat, and finally for B&B and it's licensees to be licensed with my Elvgren trademarks. All of these conditions were met within the scope of the working agreements, oral recitals and the final

written agreements that were made Court Order. B&B was paid a large settlement at my direction, and we ended our contract relationship with a promise that we both would abide within the new boundaries of these agreements.

B&B AND PETITIONERS ARE MY LICENSEE'S BY AGREEMENT AND COURT ORDER

With this new agreement, B&B under the conditions of this Agreement and Order became licensee of mine, when in this agreement they accepted the validity of the trademarks and my exclusive ownership. As part of this settlement agreements, I then licensed the limited use of these Elvgren Trademarks, conditionally on their select Elvgren art of 292 titles/images that they retained and maintained copyright to, with extension for use by all B&B licensees. This includes the Petitioners products then and now as are licensed with B&B.

Therefore the Petitioners claims are self serving and disruptive to this Federal Order between B&B and myself. This action could be serving the interest of B&B, to continue the conflict outside of the Federal Court Settlement Agreement, and rob me of my rights, as the Petitioners are in fact a licensee to my Elvgren trademarks, by the very description as signed by B&B of the Binding Agreement of March 2001, which was made permanent Order and Injunction.

CORE BASIS FOR TRADEMARK DEVELOPMENT & RIGHTS

As Elvgren, the artist, when alive having sold "all rights", including the right to Trademark to B&B and B&B having give me the right to register the Elvgren trademarks is at the "Core Issue".

First as early as 1995, to use the Elvgren marks when I by necessity had to re-create painted and graphic originals of many lost artworks. B&B did not at that time have good reproducible Elvgren art of many images. They had thrown away, sold and given away ALL Elvgren original paintings. Later in 1996, B&B Granted the right for me to apply, retrain, use and keep these same Elvgren trademarks, as well as, continue my Elvgren work, painting, reproducing and publications on a list of separate 100 + Elvgren images since 1994, of all images that B&B did not own and were declared Public Domain by a B&B. A document called Lisa Joyce Exhibit "A" submitted to me at the March 21, 2001 B&B/Vancas Arbitration and made part of the Federal Court record and Order identified what Elvgren images they claimed copyright to. As Elvgren the artist sold all

6 of 7

rights to his clients, including B&B, B&B had the first, last and final word on whether or not I could retain these Elvgren trademarks and or copyrights. As many of the copyrights of Elvgren images had gone public domain, and many of the original paintings lost, I had worked hard to recover the missing images, recovering and repairing original P.D. paintings and then made hand painted replicas and hybrid graphic reproductions to create new reproducible art, archives and I.P. I personally signed the Elvgren art trademarks to paintings, prints and products, thus creating new Elvgren TM I.P. continually since 1995.

The issue of the Elvgren trademarks came to a head in 1999 over a year after the trademarks were registered. Due to past and recent harassments and death threats by licensees and agents of B&B, which are the Petitioners Meisel and Dillard, among others, to intimidate me to give up my Elvgren trademarks "or else we will send someone you will listen to...", it was also agreed that all agents, licensees and/or third parties representing B&B shall not hinder, disrupt, discourage business, nor slander, threaten or harass me and/or my business clients and associates again. On this basis I granted the company B&B limited Elvgren license rights on their select copyright images, which extended licensing to the Petitioners.

As this was a serious and most troublesome matter for me during this litigation, I didn't want my clients, associates or myself ever to be intimidated again. The Petitioners Meisel and Dillard among others identified as responsible for threats, business disruption by intimidation and other acts were confirmed during the March 21, 2001 Arbitration Meeting and identified as Licensees of B&B.

Because of their direct association and/or affiliation to B&B and their unique motivation to take over the Elvgren market that I had first created, they were identified by name in oral agreements. Their full names are Louis K. Meisel, John T. Dillard and Charles Martignette, among others. As the nature these offenses were growing more dangerous and threatening the closer we got to hearing dates, there was great concern by attorneys representing me at the time and still to this day. These parties were using harassments and intimidations, even intimidating clients. The Binding Agreement and Federal Court Order, sought to end all conflict, to head off future conflict, and to give me, my business, my clients and business associates, and even my Trademarks security and protection. All three named were Identified as having licenses with and/or business association with B&B at this the B&B Arbitration Meeting in 2001.

7 of 11

Therefore this NEW separate action taken by these Petitioners at the PTO is in direct conflict with the B&B/Vancas Settlement Order and Elvgren trademark License. Their actions are improper and calculated only to disrupt and harass my business, cost me loss of money, financial harm, loss of credibility, create greater insecurity with my clients and business partners, devalue my authorized products, and devalue my Elvgren Trademarks and my Elvgren Intellectual Property of now established rights and history with developed use by me of more than 11 years.

I believe that this separate action in a different venue outside of Federal Court is merely an incorrigible defiance and avoidance of the Federal Court Orders of the B&B Binding Arbitration and Settlement of 2001, a well as defiance of the Final Ch 7 & Bankruptcy Order and Stay. All of this misbehavior forces me into double or triple jeopardy, unfairly defending the same Trademarks at several venues, with the same association of Petitioners using different venues as avoidance of the prior rulings and Court Orders to my favor. All these supporting documents and even signed witness statements to this effect were tendered to the PTO, in prior pleadings to the PTO Trademark Trial and Appeal Board.

4. THIS MATTER IS MOOT AS TRADEMARK REGISTRATIONS WERE CANCELED IN 2004 - PETITIONERS MADE FALSE AND MISLEADING STATEMENTS REPRESENTING THE PTO'S TRIAL AND APPEALS BOARD TO DISCREDIT THE RESPONDENT, VANCAS:

As this matter was now believed close and I had reasonable protection for both the Settlement Agreements and the Bankruptcy Stay; In 2004 I notice that Petitioners Meisel public web site was boldly claiming that:

FROM 2004 THROUGH FEB. 2006 THE PETITIONERS SLANDEROUS WEB SITE FALSELY CLAIMED THAT:

THE FEDERAL TRADEMARK OFFICE AT THE REQUEST OF MEISEL ET AL, HAD AGREED WITH THE PETITIONERS REQUEST TO CANCEL MY ELVGREN TRADEMARKS.

As proof it offered a link to what it called "SECTION 8" and "FRAUDULENT TRADEMARKS CANCELED", this link was the PTO web site of my Elvgren trademarks showing that the trademarks were indeed CANCELED on a Section 8, without explanation, other than an implication that Meisel et al had convinced the PTO to "Agree" with the Petitioners and

8 of 16

Cancel the Elvgren trademarks because they were "Fraudulent". Clearly this could be the farthest from the truth of what really happened.

I had signed and instructed my attorney's office to send in the 5 year trademark use, and this mailed document disappeared. We were never notified, I had no history of what happened. The "Section 8 cancellation was only the result of this missing document and NOT a ruling by the PTO's Trial and Appeal Board, as stated and implied by the Petitioners public web site of almost 2 years.

I contacted my attorney Mark Oconnor, who stated that he was not aware of any such independent action, and had not received any written notice of the PTO action. I stated that I did not receive any notice, letter or call from the PTO and asked what I "Section 8" was. When it was explained to me, I reminded he that the 5 year form was indeed signed and believed sent to the PTO timely. I also called the PTO that I did and asked them to look for it. The PTO attorney was informed he stated to me that much of my original files were missing and could not be found. He seemed to be disturbed by this fact and recommended that I re-file my TM.

I found it curious, confusing and very unsettling that files were missing and that my adversaries knew of the Section 8 cancellation before I and my listed attorney did. I lost work and sales income from additional slander posted on their web site, as a litigation success claimed against me and my business. This falsely implied as a ruling granted by the PTO to their credit on their request. This was on public view through their web sites, even a domain that I once owned, that was taken from me in an unfair account take over by the Petitioner, called www.elvgren.com, and with links to many other web sites on the Internet selling Elvgren art related products. Often slanderous and meant to discredit me and discourage my sales, the false and misleading information was posted well BEFORE I knew or even my Attorney knew of any such Section 8 cancellation by the PTO. When calling the PTO the first time, they reported to me that my trademarks were still registered, when checking the second time they said it was not.

In fact I was never formally notified by the PTO of this cancellation in writing. We only learned of this PTO action because of the Meisel web site was seen by a client who told us; and that we never received any such notice of pending Cancellation from the PTO, is disturbing given the level of ongoing communication and litigation at the PTO office over the pending cancellation pleading and proceedings of the same trademarks since 2002.

9 of 4

**5. CANCELLATION OF ALREADY CANCELED TRADEMARKS
REGISTRATION IS MOOT, REQUEST FOR SECURITY & CRIMINAL
INVESTIGATION :**

As both of these registrations were indeed canceled, reviewed and then reissues, the continuation of such a hearing is a waste of the public time and money. Please cancel all further proceedings. Due to safety and security issues close, seal and secure these files.

Please understand that I as well as several others have been threatened and intimidated by the Petitioners. Please protect my file from further tampering. Please initiate at once an investigation with the Department of Justice, on the charges of Misrepresenting of PTO files and Trademark Trial and Appeals Rulings to the Public; for investigation of misuse and file tampering, threats, harassments and racketeering among other complaints, as perpetrated by the Petitioners, Louis K. Meisel, John T. Dillard and others associated with the company B&B and identified in case files and history.

**PETITIONERS PUBLIC WEB POSTING OF MISREPRESENTED AND
FALSIFIED PTO ACTIONS TO DISCREDIT MY I.P. AND TRADEMARKS
ON RESPONDENTS FORMER COMMERCIAL ELVGREN WEB SITE
THOUGHT TO BE AN ILLEGAL ACT**

I contend that the petitioner stole, by takeover and cyber squatting my original web address of www.elvgren.com, which I first created and registered about 1996. With my protest, the Petitioner took over my registration web address from me that was a popular web address for anyone interested in any "Elvgren". My web site ~~was~~ popular and listed top of the class and search engines. Many had visited my web site first and often ~~came~~ here to Carmel. For several years what was once my very own web address have been used to unlawfully post misinformation to damage my reputation, the value of my Elvgren products and creations and Elvgren rights and trademarks. This public Posting even included intentional misrepresentation of the PTO actions. I believe that this is unlawful, and also violates the 2001 agreements with B&B and the proper behavior and conduct of it's licensees.

**GALLERY, INTERNET, EBAY MARKET PLACE DISRUPTION -
RACKETEERING AND MARKET EXCLUSION BY PETITIONER**

Since late 1998 and early 1999 continually through 2006 the Petitioner and his associate have sought to continually disrupt the lawful sales of legal products, prints and painting as produced by me or through representation of my selected art dealers. Their aggressive acts, unsolicited calls and emails to my clients, dealers and their potential buyers was disruptive, discrediting, slanderous and sometimes intimidating. Several of my clients were told that my gallery would be burned down, they were warned to remove their consigned Elvgren original paintings and sell these Elvgren originals only to the Petitioner, Meisel. Several of my clients were told that I would be killed if I didn't give up my Elvgren trademarks and close my gallery. My clients believed that our private emails were intercepted and accounts hacked by the Petitioners and their associates. They said that they feared for their life and safety. They broke contracts and agreements with me. One even fearing that Meisel was " a mobster", did what Meisel said and then pulled the art from my consignment contract and then sold for less money (50% of consigned price) to Meisel so that he could be out and disconnected from a dangerous situation. I received no fee only a broken contract and a shaken apology from my client. On several occasions from 1996 through 2005 I have had several gallery disruptions even by strong arm, shake down operators, thugs and toughs.

They were told that no one will do business with me and that my reputation ruined by them. Open auction conducted on Ebay of rare and valuable vintage originals paintings were disrupted. The Petitioners' actions served to discredit, devalue, ~~impair~~ and even forced retractions of committed and high value bids, offers and even payments on contract of closed auctions. Further more, other competing sellers, some even offering cheap items that infringed, were encouraged to do so and to openly discredit me and my I.P. rights and Elvgren trademarks. The Petitioner and B&B told them to Igor my Elvgren I.P. and trademarks. Furthermore those that I actively encouraged to license, and/or who those who sought to license with me were then discouraged not to do so by the Petitioner and B&B. I lost opportunity and money. I lost valued reputation, My Elvgren I.P. rights finished, my 2001 B&B agreements were diminished, I lost sales and income. I lost licensing opportunities and gallery display contracts and commitments. All this was from the slander and misrepresentation and even the insistence that my Elvgren I.P. and trademarks be ignored, despite what the Federal Court of 2001 between B&B and myself, provided.

6. OWNERSHIP AND CONTINUOUS USE OF ELVGREN TRADEMARKS, I.P. DEVELOPMENT AND IMAGES SINCE 1994

11 of 4

As the originating Elvgren artist, art publisher, promoter, art dealer of the new revival in Elvgren pinup art I have been using selected and authorized images (Based on the 2001 Binding Arbitration agreements with B&B of which images I may use) since 1994. I was licensed by B&B before any of the Petitioners were. I published Elvgren art before any of the Petitioners have. Since 1995, Without stopping, I have continually used these Elvgren images and trademarks. I have been recreating hand made paintings of more than 100 images, making prints and products of all kinds, selling them retail and wholesale at art shows, at stores, at art galleries and opened my own art galleries through out the United States. Since 1992, I opened and maintained 3 Vanguard art galleries. Without cessation my Vanguard Gallery display has been maintained in my area since 1992. The focus and display is prominently Elvgren art and my Elvgren art products since 1994. My 1994 web sites promoting Elvgren art was the first ever web site before any of the Petitioners web site. My cost has exceeded \$1,000,000 in promotions, payments to B&B and creation of these Elvgren art images, Elvgren I.P., paintings and products.

I utilize the Elvgren trademarks every day in my work, since 1994/95. The Elvgren trademarks are my primary living and lively hood since 1994. I have painted more than 230 recreation paintings of Elvgren works utilizing the Elvgren trademarks. I even use the artist Elvgren only easel to paint these Elvgren re-creations on. I re-create, paint, print, publish, promote and license Elvgren art works since 1994. B&B and it's licensee's, the Petitioners have been licensed by me, with my Elvgren trademark since 2001.

RESPONDENT CONTINUAL USE OF TRADEMARKS

At no time since 1994 have I ceased or stopped my Elvgren work and production in my studio despite aggressive and mean spirited conflict, intimidations or even Bankruptcy. The Ch 7 Bankruptcy Order of 2003, and well as my permanent binding agreements with B&B provided that these Elvgren trademarks are my exclusive property for my lively hood and a reasonable and required ~~exemption~~ for my exclusive use. My final agreements, made permanent Order, with B&B allow me to continue my work with over 100 separate Elvgren images that B&B does not own and agrees in the 2001 agreement is P.D. and that they do not own. 9825

PETITIONER AS LICENSEE WITH LIMITED AND RESTRICTED USE OF VANCAS ELVGREN TRADEMARKS

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The restrictions and very limited conditions of the Petitioners license to use my Elvgren trademarks under this B&B master license is as follows: **Only for the use of the 292 listed B&B claimed copyright owned images and that my Elvgren trademark, when reproduced, must appear where is and as is when the original artist, Elvgren signed the art. To utilize and/or copy this mark using other images and/or to abstract, recreate, move or alter it in any way, including on any B&B owned copyright would be a violation of B&B and it's licensee's agreements with me. This restriction would also apply to reproducing artificial "plate signed" trademark reproduction.**

This permanent and binding agreement with B&B was made a Court Order, since March 2001.

7. RIGHTS, HISTORY OF USE AND OWNERSHIP OF TRADEMARKS:

CONTINUALLY Since 1994 to the present, I have been producing, publishing, buying, selling, displaying, promoting, licensing and making hand painted recreations, replicas and graphic original art of "Elvgren". I was the first to do so. I have hand painted apx 230 "Elvgren" paintings, signing each one with the Elvgren trademark. I also sign, date, (c) and stamp the back of each one. I have owned, cleaned, repaired, many Elvgren vintage originals thought to be lost, and then I signed the Elvgren trademark signature logo, often stamping the reverse before selling these paintings with restrictions on the reproduction of the same Elvgren trademark I own, if a public domain image.

For the past 11 years I have continually painted in my gallery, in front of an open public storefront window. I live and paint in my gallery which is in Carmel, Ca. population only 2500, which is often listed as the 3rd largest art market in the United States. There are about 85 art galleries within 4 blocks of my gallery. ^{People} Please come to Carmel from all over the U.S and the world. In 1994 I opened the first commercial Elvgren and pin-up art web site in the world. My ^{new} web site address is www.elvgrenart.com, I have maintained commercial and promotional web sites continually since 1994 utilizing my Elvgren I.P. and trademarks.

To this day I paint "Elvgren" paintings using the original artists very own easel that all original Elvgren art was painted on. It is estimated that up to 40% and maybe 50% of all vintage Elvgren original painting were thrown away. I have personally interviewed several people who were at B&B in 1950's and another closed advertising company in 1960 who were

responsible for throwing away thousands of paintings, many were Elvgren paintings. My Elvgren replica painting have sold for as much as \$5000. Fine art limited editions, each hand signed with the Elvgren trademark, that I have produced since 1995 have sold for as much as \$1500. I have produced thousands of collector prints, each and all have been personally signed and stamped by me with my Elvgren trademark. All of this development and creation for such a business was established well before the petitioners Elvgren licensing with B&B. It was well before the petitioners production of infringing items. My work and the preservation of the valuable underlying Intellectual Property and Trademarks is of great value to the public and kept viable by the PTO to preserves a valued archive now 11 years in the making.

ELVGREN TRADEMARK CONTINUAL USE FOR MORE THAN 11 YEARS BY RESPONDENT

Including my earlier B&B Elvgren contract, I have also utilized the two unique Elvgren Trademarks continually and without cessation for over 11 years. Even on over 100 Elvgren image/titles that were determined to be P.D. before my recreations and publications. These titles and my independent use of these images, my use of my Elvgren trademarks associated with these images and development of new I.P. in the form of copyright and trademark use are specifically allowed under the oral and written agreements of the B&B Arbitration Agreements and Court Order of 2001, of which the Petitioners are identified and licensee's of B&B.

For this and many good reasons please deny any and all further frivolous claims by the Petitioners, B&B and anyone associated with the same, that seeks to destroy or devalue my hard earned and valued Elvgren rights and right of use, my trademarks, my artist and publisher rights all that I have openly, honestly and publicly developed in the last 12 years.

Dated this 7th day of February, 2006

Yours most truly,



J. Daniel Vancas
Respondent

EXHIBITS ATTACHED

- ② CH 7 FINAL ORDER SUSTAINING OBJECTION TO EXEMPTIONS - MEISEL & DILLARD ET AL VS VANCAS - JUNE 11, 2003
- ③ PARTIAL COPY OF B&B / VANCAS SETTLEMENT AGREEMENT & ORDER MARCH 23/24, 2001 - OWNERSHIP OF TRADEMARKS & LICENSE TRADEMARK TO B&B & IT'S LICENSEE - SEPARATION OF ELVGREN IMAGES
- ④ MARK OCONNOR/VANCAS EMAIL - SECTION 8 CANCELLATION 2004 & NOTICE OF USE FILED 2002/03 - 9/02/04
- ⑤ PTO TRADEMARK TRIAL & APPEAL BOARD NOTICE FROM AMY MATELSKI # 92040459 - JANUARY 20, 2006
- ⑥ DECLARATIONS OF JANIS FITZGERALD, JANET ANDERSON & J. DANIEL VANCAS - 2003
- ⑦ VANCAS/ELVGREN ARCHIVE (C) AUTHORIZED ART USE LIST SINCE 1995
- ⑧ B&B LIST OF COPYRIGHT ELVGREN
- ⑨ PHOTO FILE OF RESPONDENT AT THE ELVGREN EASEL AND AT WORK PAINTING AND SIGNING - USING THE ELVGREN TRADEMARKS ON PAINTING, PRINTS AND PUBLICATIONS
- ⑩ MEISEL WEB SITE WWW.ELVGREN.COM WITH LINKS VERSION PRINTED ON FEB 5TH 2006

⑪ B & B LETTERS 1995 THRU 97 - PLUS "SHERIFF" EMAIL 2004

L ETTER OCONNOR	10-1-02	HISTORY MEISEL & RACKETEERING
MEISEL EMAIL	6-17-03	MEISEL HARASSMENT - <u>STALKING</u>
EBAY SECURITY	1-4-04	RACKETEERING & HARASSMENT
ORAN KULURAN	6-27-03	REQUEST FOR CONFLICT RESOLUTION - <u>NO RESPONSE</u>
DILLARD ON EBAY	6-23-03	SELLING © B & B ELVGREN'S HIS MADE & LANDERS ELVGREN TRADE MARK

SHERIFF EMAIL 2004

PHOTO OF NEW B.B OWNERS - AFTER BIGELOW'S DEATH & MURDER
DROPPED INDICTMENT OF CHARLIE WARD (CENTER) ELVGREN & NORMAN ROCKWELL

1. CH 7 FINAL DISCHARGE
&

2. ORDER SUSTAINING OBJECTIONS
TO EXEMPTIONS
MEISEL & DILLARD ^{BY} VS VANCAS

1 Charles P. Maher, State Bar No. 124748
LUCE, FORWARD, HAMILTON & SCRIPPS LLP
2 Rincon Center II, 121 Spear Street, Suite 200
San Francisco, California 94105-1582
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4

5 Proposed Attorneys for John W. Richardson
Trustee in bankruptcy
6
7

FILED

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U.S. BANKRUPTCY COURT
NORTHERN DIST. OF CA.
SAN JOSE, CA.

8 UNITED STATES BANKRUPTCY COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10

11 In re JAMES DANIEL VANCAS aka DAN
VANCAS fdba VANGUARD GALLERY,

Case No. 03-51248 JRG
Chapter 7

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13 Debtor.

Date: June 11, 2003
Time: 2:00 p.m.
Place: 280 South First Street, San Jose
Court: Hon. James R. Grube
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16 **ORDER SUSTAINING OBJECTION TO EXEMPTIONS**
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18 On June 11, 2003, a hearing was held on the objections of the Trustee and Drake Elvgren,
19 John T. Dillard, and Louis K. Miesel to the Debtor's claims of exemption in "copyrights and
20 licenses to art" and "trademarks on art signature for produced art products, originals, and misc."

21 Charles P. Maher of Luce, Forward, Hamilton & Scripps, LLP, appeared on behalf of the
22 Trustee. Mark W. Good of Davis & Schroeder, a professional corporation, appeared on behalf of
23 Drake Elvgren, John T. Dillard, and Louis K. Miesel. Mark O'Connor specially appeared for the
24 Debtor. The Debtor also appeared.

25 Based on the objections, the Debtor's response, the Debtor's schedule of exemptions on
26 file, and it appearing from the exemption schedule that the Debtor has already exempted \$6,025 in
27
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1 assets under 703.140(b)(1) and (b)(5) of the California Code of Civil Procedure ("CCP"), and
2 \$1,500 under Section 703.140(b)(6) of the California Code of Civil Procedure, it is

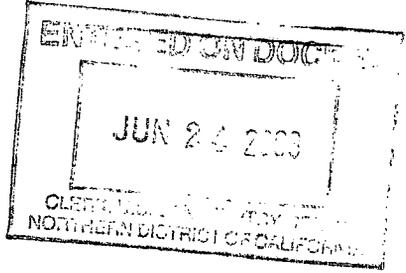
3 ORDERED that the Debtor shall have an allowed exemption of \$12,325 under CCP
4 Section 703.140(b)(1) and \$250 under CCP Section 703.140(b)(6) in the copyrights and licenses
5 to art and trademark on art signature for produced art products, originals and miscellaneous
6 identified in his schedule C.

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Dated:

JAMES R. GRUBE
UNITED STATES BANKRUPTCY JUDGE

147748.1



UNITED STATES BANKRUPTCY COURT
Northern District of California (San Jose)

In re: James Daniel Vancas aka Dan Vancas fdba Vanguard Gallery 26544 Carmel Rancho Blvd. #1 Carmel, CA 93923	Case Number: 03-51248 JRG 7 Chapter: 7
Debtor(s)	
Debtor/Joint Debtor Social Security Number(s): 9488	

DISCHARGE OF DEBTOR

It appearing that the debtor(s) is/are entitled to a discharge, **IT IS ORDERED :**
The debtor(s) is/are granted a discharge under section 727 of title 11, United States Code, (the Bankruptcy Code).

Dated: 7/1/03

By the Court:

James R. Grube
United States Bankruptcy Judge

SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION.

Doc # 17

3 & 6

3. B & B vs VANCA'S SETTLEMENT ORDER
2001

6. DECLARATIONS of DANIEL VANCA'S
2003

B. THREAT & INTIMIDATION EMAILS
of MEISEL & DILLARD

FILED

1 JAMES DANIEL VANCAS
In Pro Se
2 26544 Carmel Rancho Boulevard, #1
Carmel, CA 93923
3 Telephone: (831) 625-0225

03 JUN -9 PM 12: 34

U.S. BANKRUPTCY COURT
NORTHERN DIST. OF CA.
SAN JOSE, CA.

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8 UNITED STATES BANKRUPTCY COURT
9 FOR THE NORTHERN DISTRICT OF CALIFORNIA
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11 In re
12 JAMES DANIEL VANCAS;
DAN VANCAS; VANGUARD GALLERY
13 Debtor.

Case No. 03-51248-JRG
CHAPER 7

**DECLARATION OF DEBTOR
IN SUPPORT OF EXEMPTION
AND IN OPPOSITION TO
OBJECTION TO
CLAIM OF EXEMPTION**

16 Date of
Hearing: June 11, 2003

18 Time of
Hearing: 2:00 p.m.

19 Judge: The Honorable
James R. Grube

20 Location: United States
21 Federal Courthouse
22 280 South First St.
Room 3020
23 San Jose, CA 95113

24 I, JAMES DANIEL VANCAS, declare:

25 1. I am an artist who paints Elvgren style images and has developed a reputation in the
26 art community as being an authority on Elvgren artwork with the skills and ability to paint original
27 versions of the "Elvgren girls" first painted by the now deceased Gil Elvgren. The "Elvgren"
28 trademark is a logo which allows me to sign my name and place the logo on my work of

1 reproductions. Attached hereto as Exhibit 1 is an example of my work which bears my signature on
2 the lower left and the Elvgren logo on the lower right.

3 2. My right to the trademark logo was confirmed in litigation with the publishing entity
4 Brown & Bigelow and memorialized in the Settlement Agreement attached as Exhibit 2 which binds
5 Brown & Bigelow and its licensees, among others. The value of the logo is unique to me as a tool
6 in my trade and does not have independent value in the general market. Brown & Bigelow also has
7 the right to use the Elvgren logo and allows its licensees among others to use the logo. The persons
8 objecting to my claim of exemption, Louis K. Meisel, John T. Dillard and Drake Elvgren, are within
9 Brown & Bigelow's pool of licensees and have used the Elvgren logo on products they circulate in
10 the market.

11 3. The persons objecting to my claim of exemption are not objecting because my limited
12 rights of trademark have independent value which could be realized for the benefit of creditors.
13 They are objecting in a further and ongoing effort to harm me. Through various e-mails and
14 otherwise, Meisel has said the trademark and my artwork is worthless but that his real intention is
15 to harm me and eliminate me from the market. By example, in the e-mail attached as Exhibit 3
16 Louis Meisel wrote: "I am waiting for you to withdraw those foolish trademark applications so I
17 don't have to waste time getting them canceled. Oh, and I want to see a picture of that bonfire. Ta
18 Ta". Meisel followed this message with the e-mail attached as Exhibit 4 saying the trademark
19 products were "worthless crap" and "detrimental to the market and name of Gil Elvgren". In this
20 same Exhibit 4, Meisel threatened that he would send "someone with a much bigger stick" after me
21 if I did not do as he said and forever withdraw from the Elvgren art market. Louis K. Meisel closed
22 by saying: "LKM you[r] friend or your worst nightmare. YOUR CHOICE."

23 4. John Dillard, Meisel's "bigger stick", made threats against my life. By example, in
24 the e-mail I received attached as Exhibit 5, Dillard writes:

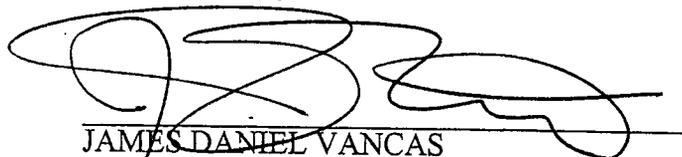
25 There's no exhilaration by killing someone who needs it and
26 there's no place like California. Ha. Man, I've only touched an
27 original once in my life—Elvgren was a genius. Carmel is close to
28 Salinas. That's where Vanguard Gallery is suppose to be. I haven't
 been back there since '89. But I'll visit this summer.

5. Denying my claim of exemption will not benefit creditors but will only harm me and

1 further the evil conduct of the Louis Meisel group. Because of the ongoing harm they have caused
2 me over these past years, I no longer have the full rights to the trademark and had to relinquish them
3 as security well before this bankruptcy.

4 I declare under penalty of perjury under the laws of the State of California that the foregoing
5 is true and correct, and if called as a witness would competently testify thereto.

6 Executed this 6 day of June, 2003, at Monterey, California.

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9 JAMES DANIEL VANCAS
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Chogren ©

SETTLEMENT AGREEMENT
AND
MUTUAL RELEASE OF CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS ("this Agreement") is made by and among Brown & Bigelow, Inc. ("B&B"), J. Daniel Vancas ("Daniel Vancas") and Hillary Vancas ("Hillary Vancas"). Daniel Vancas and Hillary Vancas are sometimes collectively referred to in this agreement as "Vancas."

WHEREAS, Gil Elvgren ("Elvgren") was an artist who became famous for his paintings of pin-up girls;

WHEREAS, Elvgren created art for B&B;

WHEREAS, B&B currently owns valid and enforceable copyrights with respect to some of the art that Elvgren created for B&B;

WHEREAS, the two hundred and ninety-two (292) separate pieces of Elvgren art with respect to which B&B currently owns valid and enforceable copyrights are identified in Exhibit A to this Agreement and the Affidavit that Lisa Joyce filed with the Minnesota Court (defined below) in support of B&B's motion for partial summary judgment and permanent injunction, which art is hereafter referred to in this Agreement as "Elvgren Art";

WHEREAS, on March 1, 1995 and April 1, 1996, B&B and Vancas entered into License Agreements ("the License Agreements"), pursuant to which B&B, subject to certain defined restrictions, granted Vancas a license to reproduce and use certain specified Elvgren Art on canvas and water color paper ("Licensed Illustrations");

WHEREAS, the License Agreements have expired, and Vancas no longer has any rights pursuant to the License Agreements or with respect to the Elvgren Art;

WHEREAS, Vancas applied for and obtained Trademark Registration Nos. 2,095,296 and 2,097,819 ("the Trademark Registrations") from the United States Patent and Trademark Office ("PTO"), the subject of which are block letter and script versions of Elvgren's signature;

WHEREAS, B&B claims that Vancas, individually and doing business as Vanguard Gallery International and Elvgren Fine Art Publishing, have violated the terms of the License Agreements, infringed upon B&B's copyrights to Elvgren Art, and engaged in a variety of other unlawful, unfair and deceptive competitive practices;

WHEREAS, B&B has asserted its claims against Vancas in a lawsuit currently pending before the United States District Court for the District of Minnesota ("the Court") as Case No. 98-2281 JRT/FLN ("the Action");

WHEREAS, Fireman's Fund Insurance Company ("Fireman's Fund") issued an insurance policy to Vancas;

WHEREAS, Vancas has alleged that B&B violated the License Agreements and otherwise engaged in improper conduct;

WHEREAS, B&B and Vancas each deny the claims and allegations that have been asserted against them in the Action or otherwise;

WHEREAS, on December 14, 2000, the Court issued its Memorandum Opinion and Order on Plaintiff's Motion For Partial Summary Judgment and Permanent Injunction ("the Permanent Injunction Order") [a true and correct copy of which is attached to this Agreement as Exhibit B]; and

WHEREAS, B&B and Vancas have, in the interests of settlement and compromise, and in order to avoid the costs and expenses of further litigation, agreed to settle amicably any and all disputes between them.

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NOW THEREFORE, in consideration of the promises and mutual covenants set forth in this Agreement, the receipt and sufficiency of which is hereby expressly acknowledged, B&B and Vancas agree as follows:

1. For purposes of this Agreement, the following definitions shall apply:
 - A. All terms defined in the preceding recitals shall have the same meaning throughout this Agreement.
 - B. "B&B" means the entity known as Brown & Bigelow, Inc.
 - C. "Vancas" means: (1) J. Daniel Vancas; (2) Hillary Vancas; (3) any assumed names under which J. Daniel Vancas and/or Hillary Vancas have or will, in the future, ever conduct business, including without limitation "Vanguard Gallery International" and "Elvgren Fine Art Publishing"; (4) all corporations, joint ventures, partnerships, employers or other entities which, now or in the future, have any relationship or affiliation with J. Daniel Vancas and/or Hillary Vancas; (5) any individual with whom J. Daniel Vancas and/or Hillary Vancas, now or in the future, have any relationship or affiliation, including without limitation any and all of the respective past, present and future directors, officers, employers, employees, independent contractors, agents or other representatives of any of the individuals or entities described in Sections (3) and (4) of this paragraph; and (6) any past, present and future successors, assigns or heirs of any of the individuals or entities described in Sections (1) through (5) of this paragraph.

2. Within seven (7) days after execution of this Agreement, Fireman's Fund shall pay B&B the sum of Two Hundred Thousand Dollars (\$200,000). By signing this Agreement, Daniel Vancas acknowledges and represents that the funds Fireman's Fund will pay to B&B are not his property and he has no entitlement to any portion of those funds.

3. By signing this Agreement, Daniel Vancas and Hillary Vancas, individually and doing business as Vanguard Gallery International and Elvgren Fine Art Publishing, acknowledge and agree that: (a) B&B owns valid and enforceable copyrights to the Elvgren Art; (b) the License Agreements constituted licenses only and did not transfer or assign to Vancas any ownership or other rights with respect to any Elvgren Art; (c) the License Agreements have expired and are no longer in force or effect; (d) Vancas no longer has a license or any other rights pursuant to the License Agreements; and (e) Vancas no longer has any license or other rights with respect to the Elvgren Art.

4. Vancas hereby represents that the Trademark Registrations are valid and enforceable, and that he is the sole owner of the Trademark Registrations. B&B acknowledges that the Trademark Registrations are valid and legally enforceable. Vancas hereby assigns and conveys to B&B a perpetual, royalty free and non-exclusive license to the Trademark Registrations, but solely to the extent needed to allow B&B and its successors, assigns, licensees or others who derive their rights to Elvgren Art from B&B to use, reproduce, copy, license, advertise, sell or otherwise use in any other way the Elvgren Art, and provided that the Elvgren signature on any Elvgren Art is reproduced as it appears, and where it appears, on the Elvgren Art. If Vancas ever has any reason to believe that B&B or any of its successors, assigns, licensees or others who derive their rights to Elvgren Art from B&B have used the Elvgren signatures subject to the Trademark Registrations in any manner other than as permitted by this

TRADEMARK
VALID
TM OWNER

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paragraph, Vancas shall promptly provide B&B with written notice of the alleged improper use before raising the subject of the alleged improper use with any individual or entity other than B&B or otherwise taking any action with respect to the alleged improper use. That notice shall be delivered by facsimile mail to William D. Smith, President of B&B at 345 Plato Boulevard East, St. Paul, MN 55107 at 651-293-7589 (or any other then current facsimile telephone number and address for B&B), with copy to Lawrence M. Shapiro of Shapiro Professional Association, 1060 The Colonnade, 5500 Wayzata Boulevard, Minneapolis, MN 55416. From the date upon which B&B receives actual notice of the alleged improper use, it shall have thirty (30) days to cure the alleged improper use, during which Vancas shall refrain from discussing or otherwise raising the alleged improper use with any successor, assignee, licensee or other individual or entity of derives rights to Elvgren Art from B&B.

5. By executing this Agreement, Daniel Vancas and Hillary Vancas do, for themselves and all other individuals or entities included within the definition of "Vancas" that is set forth at Paragraph 1(C) of this Agreement, including without limitation any and all agents, servants, employees or other representatives acting in active concert or participation with Vancas, agree to abide by the following standards of future conduct:

- A. Immediately and permanently refrain from producing any art, reproductions, replicas or other materials which contain or are derived from all or any part of the Elvgren Art.
- B. Immediately and permanently refrain from selling, advertising, offering for sale or otherwise using in any way any Elvgren Art or reproductions, replicas or other materials which contain or are derived from all or any portion of any Elvgren Art.

- C. Immediately and permanently refrain from advertising, offering for sale, or otherwise using any art, reproductions, replicas, or other materials which contain or are derived from all or part of the Elvgren Art.
- D. Immediately and permanently refrain from representing, through affirmative action or omission, that they have any association or relationship with B&B and/or the Elvgren Art.
- E. Immediately and permanently refrain from making any false, misleading or defamatory statements about B&B and/or any individual associated with B&B.
- F. Immediately and permanently refrain from asserting any trademark rights, including those associated with the Trademark Registrations, that would limit, alter, impair or interfere in any way with the use of Elvgren Art, as ^{ABB} _{OLIST} discussed in Paragraph 4 of this Agreement, by B&B or any others who derive their rights through B&B.
- G. Representing, through affirmative action or omission, that they own the rights to or are licensed to sell, publish or replicate all or any portion of the Elvgren Art.

Notwithstanding any other provision of this paragraph, the permanent injunction shall provide that Vancas will have total freedom to reproduce, offer for sale and sell any art of Elvgren (other than Elvgren Art) with respect to which B&B has no copyright and that is in the public domain, even if that non-copyrighted public domain art is substantially similar to the Elvgren Art, provided that any modifications, changes or other alterations of any kind that Vancas makes to the non-copyrighted public domain art (such as changes to hair, clothing, colors, background,

*Vancas
ELVGREN
ARCHIVE
FREE
TO
USE*

props, signature block, image, hue, shade, etc...) make it more dissimilar to, and not more similar to, any work of Elvgren Art. In addition, notwithstanding any other provision of this paragraph, Vancas shall have the right to buy, sell, resell and trade original and authentic Elvgren paintings, calendars or playing cards ("the Original Items"), even if those Original Items are of images included within the definition of Elvgren Art, provided that: (a) Vancas has no reason to believe that the Original Items are copies, replicas or reproductions; and (b) Vancas does not take any action to copy, reproduce or replicate all or any portion of the Original Items, make any transparencies, chromalins or other images of the Original Items, or otherwise violate any of the restrictions of the permanent injunction.

6. Within fourteen (14) days after execution of this Agreement, Vancas shall deliver to B&B all labels, signs, art, reproductions, replicas, transparencies, chromalins, prints, packages, wrappers, receptacles, advertisements, plates, molds, matrices, and other means of making the same, which use all or any portion of the Elvgren Art, any reproduction, replica, counterfeit, copy or colorable imitation of Elvgren Art, or any other aspect of the Elvgren Art, along with a written representation by Vancas that he has "delivered to B&B all labels, signs, art, reproductions, replicas, transparencies, chromalins, prints, packages, wrappers, receptacles, advertisements, plates, molds, matrices, and other means of making the same, which use all or any portion of the Elvgren Art defined in the Settlement Agreement entered into with Brown & Bigelow, any reproduction, replica, counterfeit, copy or colorable imitation of that Elvgren Art, or any other aspect of that Elvgren Art, and that he no longer has any such items in his possession, custody or control." All such transparencies and chromalins that Vancas received originally from B&B shall be delivered to B&B in their original condition, except for any reasonable wear and tear through normal use. All other items described in this paragraph may, at

the option of Vancas, be delivered to B&B with the words "Not For Sale" placed on the item in a conspicuous manner.

7. Vancas consents to the entry by the Court of a permanent injunction which shall include, among other things, the prohibitions and requirements described in Paragraphs 5 and 6 of this Agreement. The parties agree that the permanent injunction will be accomplished by filing with the Court a Stipulation and Order for Permanent Injunction in a form identical to that attached to this Agreement as Exhibit C ("the Stipulated Injunction"). B&B and Vancas agree that they will execute, and hereby authorize their respective legal counsel to execute, the Stipulated Injunction, as well as any additional documents that may be necessary to accomplish the prompt entry of the permanent injunction contemplated by the Stipulated Injunction and this paragraph. If, within ten (10) days after execution of this Agreement, and as discussed more fully in Paragraph 20 of this Agreement, Hillary Vancas fails or refuses to sign this Agreement or any of its exhibits, B&B will move the Court for entry of the permanent injunction as it relates to Vancas (as defined hereinabove), and Daniel Vancas shall join that motion and not take any action to oppose the motion.

8. Daniel Vancas consents to the entry by the United States Bankruptcy Court for the Northern District of California of an Order granting B&B relief from any and all automatic stays imposed under 11 U.S.C. § 362, now and in the future, as a result of petitions in bankruptcy filed by Vancas, for all purposes related to the Action and enforcement of this Agreement. The parties agree that prospective relief from any automatic stays imposed under 11 U.S.C. § 362 will be accomplished by filing with the Court a Stipulation and Order Granting Relief from Automatic Stay in a form identical to that attached to this Agreement as Exhibit D ("the Stipulated Relief From Automatic Stay"). B&B and Vancas agree that they will execute and

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hereby authorize their respective legal counsel to execute the Stipulated Relief From Automatic Stay, as well as any additional documents that may be necessary to promptly accomplish the relief from automatic stay contemplated by this paragraph. If all or any portion of this Agreement is deemed to require approval by the Bankruptcy Court, B&B and Vancas will promptly take whatever action is necessary to obtain that approval, and Vancas will not do anything to oppose or frustrate that approval.

9. By executing this Agreement, Daniel Vancas and Hillary Vancas do, for themselves and any of their respective agents, representatives, attorneys, insurers, indemnitors, successors, heirs and assigns, as well as any others included within the definition of "Vancas" that is set forth in Paragraph 1(C) of this Agreement, hereby absolutely and unconditionally release, acquit and forever discharge B&B, and any of its parent, subsidiary and affiliated corporations, as well as their respective present and former shareholders, officers, directors, employees, agents, representatives, licensees, attorneys, insurers, indemnitors, successors and assigns, of and from any and all claims for relief, actions, suits, damages, debts, liabilities, judgments, executions or other claims of every kind and nature whatsoever, whether in law or equity, contract or tort, liquidated or unliquidated, absolute or contingent, known or unknown, suspected or unsuspected and whether asserted or unasserted in the Action, including without limitation: (a) Any and all claims of every kind and nature whatsoever that were asserted, or could have been asserted, in the Action; (b) any and all claims of every kind and nature whatsoever that relate in any way to the License Agreements; (c) any and all claims of every kind and nature whatsoever that relate in any way to the Elvgren Art; and (d) any and all claims of every kind and nature whatsoever that relate in any way to the Trademark Registrations prior to the date of this Agreement. The release set forth in this paragraph, however, shall not include

or apply in any way to any such claims for relief, actions, suits, damages, demands, debts, liabilities, warranties, judgments, executions, awards or other claims of every kind or nature whatsoever that Vancas may have against B&B for any future violations of this Agreement.

10. By executing this Agreement, B&B does, for itself and any of its parent and subsidiary and affiliated corporations, as well as their respective present and former shareholders, officers, directors, employees, agents, representatives, attorneys, insurers, indemnitors, successors and assigns, hereby absolutely and unconditionally release, acquit and forever discharge Daniel Vancas and Hillary Vancas, as well as any of their respective agents, representatives, attorneys, insurers, indemnitors, successors, heirs and assigns, of and from any and all claims for relief, actions, suits, damages, debts, liabilities, judgments, executions and other claims of every kind and nature whatsoever, whether in law or equity, contract or tort, liquidated or unliquidated, absolute or contingent, known or unknown, suspected or unsuspected, and whether asserted or unasserted in the Action, including without limitation: (a) Any and all claims of every kind and nature whatsoever that were asserted, or could have been asserted, in the Action; (b) any and all claims of every kind and nature whatsoever that relate in any way to the License Agreements; (c) any and all claims of every kind and nature whatsoever that relate in any way to the Elvgren Art; and (d) any and all claims of every kind and nature whatsoever that relate in any way to any alleged use of the Trademark Registrations. The release set forth in this paragraph, however, shall not include or apply in any way to any such claims for relief, actions, suits, damages, demands, debts, liabilities, warranties, judgments, executions, awards or other claims of every kind or nature whatsoever that B&B may have against Vancas (as defined above) for any future violations of this Agreement or the Stipulated Injunction.

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11. Any and all disputes, demands or other claims that Vancas may have against B&B with respect to this Agreement or otherwise shall be resolved in the United States District Court for the District of Minnesota, which shall be the sole and exclusive forum for resolution of any and all such disputes, demands or claims of any kind. Any and all disputes, demands or other claims that B&B may have against Vancas with respect to this Agreement or otherwise may, at the sole option of B&B, be brought in the United States District Court for the District of Minnesota or any other court with jurisdiction over Vancas. By signing this Agreement, Vancas consents to the jurisdiction of the United States District Court for the District of Minnesota and waives any defense that the United States District Court for the District of Minnesota lacks personal jurisdiction over Vancas. However, in the event that B&B asserts a claim against Vancas in the United States District Court for the District of Minnesota, Vancas retains the right to move that Court for an order transferring venue to California pursuant to the doctrine of forum non convenience, and only that doctrine. Vancas shall have no such right, and hereby expressly waives any such right, to so move the United States District Court of the District of Minnesota for transfer of venue from Minnesota in any action that he commences against B&B.

12. Promptly after delivery of the payment described in Paragraph 2 of this Agreement, B&B and Vancas shall take any and all action necessary to accomplish the dismissal with prejudice of the Action. The parties agree that the dismissal of the Action with prejudice will be accomplished by filing with the Court a Stipulation of Dismissal with Prejudice in a form identical to that attached to this Agreement as Exhibit E ("the Dismissal Stipulation"). B&B and Vancas agree that they will execute, and hereby authorize their respective legal counsel to execute, the Dismissal Stipulation, as well as any additional documents that may be necessary to accomplish the prompt dismissal with prejudice that is contemplated by this paragraph. If,

within ten (10) days after execution of this Agreement, and as discussed more fully in Paragraph 20 of this Agreement, Hillary Vancas fails or refuses to sign this Agreement or any of its exhibits, B&B will move the Court for dismissal of the Action as it relates to Daniel Vancas, but not Hillary Vancas, and Daniel Vancas shall join that motion and not take any action to oppose the motion.

13. B&B and Vancas agree that they will not make any false, misleading or defamatory statements about one another and/or any individual or entity associated with one another. *PROLETARIANS*

14. Within five (5) days after delivery of the payment described in Paragraph 2 of this Agreement, B&B will, through an authorized officer of B&B, execute and deliver to Vancas (the "to whom it may concern letter"), eBay Inc, Yahoo!, City Auction c/o Ticketmaster Online - Citysearch, Inc., and Amazon.com, Inc., at the addresses set forth in Exhibit F, letters (on B&B letterhead) in a form identical to those attached to this Agreement at Exhibit F.

15. Vancas may post an announcement about this Settlement Agreement on his web site, provided that: (a) the announcement must include a statement that "the lawsuit that Brown & Bigelow, Inc. commenced against Vancas [or Vanguard Gallery] has been resolved"; (b) "Vancas has acknowledged that B&B owns the copyright to 292 Elvgren images, none of which Vancas [or Vanguard Gallery] has the right to reproduce or sell"; (c) "B&B has acknowledged that Vancas owns the trademark rights to the stylized Elvgren block and script signatures"; (d) the words of the announcement must conform exactly to the quotations in subparagraphs (a) - (c) of this paragraph; and (e) that the announcement must be removed from the web site, with no further announcements, after September 1, 2001.

16. In the event that B&B or Vancas are required to enforce their respective rights under this Agreement or any of exhibits, by way of demand, claim or otherwise, the party determined by a court of law or other dispute resolution officer (e.g. arbitrator) shall order reimbursement to the prevailing party of all costs, expenses and attorneys' fees incurred reasonably incurred in the enforcement proceedings.

17. B&B and Vancas explicitly acknowledge that they are entering into this Agreement entirely of their own free will, uninfluenced by any duress, economic coercion or other factors that might have the effect of negating the free will with which they each enter into this Agreement. The parties hereby represent, promise and covenant that they will not take any action whatsoever that is designed to challenge the validity or effect of the releases set forth in Paragraphs 9 and 10 of this Agreement, or any other provision of this Agreement.

18. B&B, Vancas and their respective legal counsel have reviewed this Agreement, and the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

19. This Agreement shall be governed and interpreted in accordance with the laws of the State of Minnesota.

20. Daniel Vancas will present this Agreement and its exhibits to Hillary Vancas, along with a request that she sign the Agreement and its exhibits. If Hillary Vancas fails or refuses to sign this Agreement and/or any of its exhibits, the Agreement and its exhibits shall all still be enforceable as between Daniel Vancas and B&B, both of whom hereby expressly waive any argument that the Agreement and its exhibits should not be enforceable by virtue of the failure or refusal of Hillary Vancas to sign this Agreement or any of its exhibits. In the event that Hillary Vancas fails or refuses to sign this Agreement or any of its exhibits, Daniel Vancas

will still honor all of the terms and conditions of this Agreement and its exhibits, and he will not undertake to do anything through Hillary Vancas or any of her agents or representatives that he would not otherwise be permitted by this Agreement to do himself. In the event that, within ten (10) days after execution of this Agreement, Hillary Vancas fails or refuses to sign this Agreement or any of its exhibits, she shall not receive the benefit of any of the terms or conditions of this Agreement and any such terms and conditions, and only those terms and conditions as they apply to Hillary Vancas, shall be null and void. The balance of the Agreement, including all terms and conditions relating to Daniel Vancas, shall nonetheless be valid and enforceable as between Daniel Vancas and B&B.

21. This Agreement was reached during a mediation conducted on March 20 and 21, 2001, and the parties hereby acknowledge that this Agreement was reached with all of the disclosures required by Minn. Stat. §572.35, Subd. 1, which disclosures are hereby incorporated in this Agreement as if recited in full.

22. This Agreement may be signed in multiple counterparts, and facsimile signatures shall have the same legal effect as an original signature.

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL TERMS, CONDITIONS AND EXHIBITS OF THIS AGREEMENT; THAT THEY HAVE BEEN REPRESENTED BY THEIR OWN LEGAL COUNSEL IN CONNECTION WITH THIS MATTER; THAT THEY HAVE CONSULTED WITH THEIR OWN LEGAL COUNSEL BEFORE SIGNING THIS AGREEMENT; AND THAT THEY KNOWINGLY AND FREELY AGREED TO ALL TERMS, CONDITIONS AND EXHIBITS OF THIS AGREEMENT.

Dated: March 21, 2001.

BROWN & BIGELOW, INC.

By: Philip J. Longworth
Its: Senior Vice President

Dated: March 21, 2001.

By: J. Daniel Vancas
J. DANIEL VANCAS, BOTH
INDIVIDUALLY AND DOING
BUSINESS AS VANGUARD
GALLERY INTERNATIONAL
AND ELVGREN FINE ART
PUBLISHING

Dated: March , 2001.

By: Hillary Vancas
HILLARY VANCAS, BOTH
INDIVIDUALLY AND DOING
BUSINESS AS VANGUARD
GALLERY INTERNATIONAL
AND ELVGREN FINE ART
PUBLISHING

**AS TO THE PAYMENT OBLIGATIONS
DESCRIBED IN PARAGRAPH 2 OF
THIS AGREEMENT**

Dated: March 21, 2001.

FIREMAN'S FUND INSURANCE
COMPANY

By: Barbara J. Knapp
Its: Assistant Vice President

Subj: Fwd: GLAD LKM
Date: 98-04-15 11:42:57 EDT
From: Elvgren
To: Elvgren, pinupart@redshift.com

Forwarded Message:

Subj: GLAD
Date: 98-03-20 00:46:20 EST
From: LKMgallery@worldnet.att.net (Louis K. Meisel)
To: elvgren@aol.com

I am truly glad, happy and overjoyed that you took my advise and got the HELL off of EBAY. What took you so long to get the point and withdraw(You did withdraw didn't you)? Now, just stay far away and half the problem is solved. I still expect all those apologies. And I am waiting for you to withdraw those foolish trademark applications so I don't have to waste time getting them cancelled. Oh, and I want to see a picture of that bonfire. TA TA. L.

Headers

Return-Path: <LKMgallery@worldnet.att.net>
Received: from rly-za02.mx.aol.com (rly-za02.mail.aol.com [172.31.36.98]) by air-za05.mail.aol.com (v40.16) with SMTP; Fri, 20 Mar 1998 00:46:19 -0500
Received: from mtigwc04.worldnet.att.net (mtigwc04.worldnet.att.net [204.127.131.33]) by rly-za02.mx.aol.com (8.8.5/8.8.5/AOL-4.0.0) with ESMTMP id AAA28290 for <elvgren@aol.com>; Fri, 20 Mar 1998 00:46:19 -0500 (EST)
Received: from worldnet.att.net ([12.68.131.59]) by mtigwc04.worldnet.att.net (post.office MTA v2.0 0613) with ESMTMP id AAA6724 for <elvgren@aol.com>; Fri, 20 Mar 1998 05:46:17 +0000
Message-ID: <351202BF.584317B5@worldnet.att.net>
Date: Fri, 20 Mar 1998 00:46:39 -0500
From: "Louis K. Meisel" <LKMgallery@worldnet.att.net>
X-Mailer: Mozilla 4.02 [en]C-DIAL (Win95; U)
MIME-Version: 1.0
To: elvgren@aol.com
Subject: GLAD
Content-Type: text/plain; charset=us-ascii
Content-Transfer-Encoding: 7bit

Subj: Fwd: LKMEISEL
Date: 98-04-09 15:01:09 EDT
From: Elvgren
To: pinupart@redshift.com, Elvgren

Forwarded Message:

Subj: (no subject)
Date: 98-03-14 00:16:43 EST
From: LKMgallery@worldnet.att.net (Louis K. Meisel)
To: elvgren@aol.com

In September you began attacking me through my publishers and distributors. From information provided by others, you have been slandering and libeling me and my partner and some of my friends for a lot longer than that. It has always surprised me that you never slithered out from under your rock to contact me or actually attack me personally. You are obviously afraid of and in awe of me, and for VERY good reason.

ALL and I do mean ALL of the people you contacted, threatened, attempted to intimidate and harassed have told me they think you are: a fool...deranged...a madman...a jerk. a nincompoop... an asshole...a lizard. a stalker... on and on, I can't remember all and won't go through 300 pages of letters, notes and email for any more now. How does it feel to be the object of such scorn, hatred and ridicule ALL BROUGHT ON BY YOUR OWN BULLSHIT SHENANIGANS.????

You tried to interfere with the legitimate sales of my book, which has now topped 150,000 in sales in the first year (you did not succeed.....much). You badmouthed me to lots of people for no reason and to no avail. Be aware that in the last year or so it has been virtually impossible for you to talk to anyone even remotely serious about ANY pinups without everything coming right back to me within hours in most cases. If I began to rattle off names you would slide back through your own slime and under your paranoid rock. You'd never be able to talk to anyone ever again without knowing where it was going. Of course it wouldn't matter if you were being truthful and honest, but then you'd never sell a thing. In due time it will become clear to you what I have said is true. I know everyone of your consignors and what their beefs are. I know everyone of your hoped for customers and what they think of you. I have heard many times about that total commercial tourist mess of a place you call a gallery. (ROMANTIC ha ha ha you fool).

WHEN you began attacking the buyers and sellers on Ebay, My email began going crazy. Because I AM THE TRUE authority and leader in the pinup field, and my website is so attractive honest and well known, I began getting many calls for assistance, clarification, and outright help. You actually panicked a few innocent ladies there for a day or two until I calmed them down. By the way, it was pointed out by some of them after a major group was formed against you, that you only seemed to only go after women. Why is that danny boy,? Are you a misogynist too? or is that you are a coward and afraid to pick on someone your own size?

Any way I HAVE helped any and all comers who have been your victims. WHY??? because I don't really take you very seriously and can not help myself against you any more than in helping everyone you have wronged. I know I can't get any money from you (I certainly don't want to take food from your kids....nor HILLARY who thankfully has kept her mouth shut and out of all of this). I also guess you know that I

Subj: Re: Pin-up collection
Date: 98-03-22 17:20:04 EST
From: dillard@pa.net (John and Fran Dillard)
To: Bidfixer@aol.com (Bidfixer)

DILLARD
INTIMIDATION
EMAIL

John,
Sorry to be so late getting back. I'm wheel-chair bound and the PC's kind of "upstairs."
Hard to believe I was once a hard chargin' Army Sniper! (before the Gulf War fixed that)
Was off the net for last few weeks for another operation - got back up and around enough yesterday to put some listings on for some playing cards and stuff. I've seen the Vanguard site - beautiful! Yep the guy's doing quite a business - I don't make enough from the VA to be able to afford his stuff, but he's an expert. As far as I know he's still on-line. Call him for sure. Like 800 Elvgren I think. or ask information. You could spend \$3k there quick because the guy not only sells oils but has older stuff too. Haven't heard any complaints, but I'm not into a lot of ways of hearing. I get to log-on twice a day and that's just to see what I can pick up for my own collection and sell some extras. Sorry I don't have more to offer. I always say folks should e-mail me for whatever they want but it's just to talk. My friend Marianne Phillips (search for MOP at eBay) sells lots of Elvgren's too - the biggest expert I guess. She gave me lots of stuff 'cause she feels sorry for me. Ha. She's helped me get up to over 500 total individual full-size (what I call full-size is about 5x7" or larger) Elvgren images - each one different. But you know there's probably another 100 or so out there. I have them all in a set of notebooks and cataloged by their multiple titles, along with an incredible collection of these 3D nude photos we got from Elvgren's estate - check my eBay listings for prints we've made from them. You can actually see inside his home and some of the gals were models in his paintings (Janet Rae and Myrna Hanson and even young Donna Reed). Would you believe 1800 of them? I won't let go of my 3D slides, but Marianne is selling some of hers. I'll just sell prints from them that we had made professionally. No copyrights on any of them. We don't reprint anything that's copyrighted cause that's illegal. Do you know the difference between Louis Dow and Brown and Bigelow Elvgren's? Just remember the Louis Dows are the older ones. Older ones are public domain. You need to buy a good book on pin-up too "The Great American Pin-up" is only about \$40 and has lots of artists. I hear that eBay was on Good Morning America last week with people talking about scams. But I never had a bad experience there. Don't look for me on the net much longer tho: This summer I move out to Salinas, California to live with my folks again. I'll get back into shootin' at Laguna Seca range and practice pluggin heads at 200 yards - I used to be pretty good and shot at Camp Perry for the Army team in 1989 (my Fort Benning, GA days). You ever serve? I got 4 confirmed kills in the Gulf (confirmed is when your buddy sees them go down and stay there. I'd like to do that again. There's no exhilaration like killing someone who needs it and there's no place like California. Ha. Man, I've only touched an original once in my life - Elvgren was a genius. Carmel is close to Salinas. That's where Vanguard Gallery is supposed to be. I haven't been back there since '89. But I'll visit this summer. Northern California is different from Southern California. Down there they all got fancy cars and plastic hair. Time to eat, gotta go. Good luck with your collecting, and write anytime. Better yet, buy my stuff, I need the bucks!

NOTE:
DILLARD
LIVES IN
CARMEL
"LOUERS TO KILL"

Elvgren was a genius. Camel is close to Salinas. That's where Vanguard Gallery is supposed to be. I haven't been back there since '89. But I'll visit this summer. Northern California is different from Southern California. Down there they all got fancy cars and plastic hair. Time to eat, gotta go. Good luck with your collecting, and write anytime. Better yet, buy my stuff, I need the bucks!

jd

> From: Bidfixer <Bidfixer@aol.com>

> To: dillard@pa.net

> Subject: Pin-up collection

> Date: Sunday, March 22, 1998 10:30 AM

>

> Vanguard was on ebay. But I heard the guy was a crook and a scam artist.

What

> do you know about that? I wanted to buy one of those repo's on canvas,

do you

> were I can get one?

>

> I read your auctions and you said you have a lot of repos prints. How many

> different titles do you have? I have about \$3,000 to start my collection off.

> I have to wait a few months then I can start looking for an original.

> John - pin-up fan!

headers

Return-Path: <dillard@pa.net>

Received: from relay01.mx.aol.com (relay01.mail.aol.com [172.31.106.125]) by air29.mail.aol.com (v40.16) with SMTP; Sun, 22 Mar 1998 17:20:04 -0500

Received: from emh1.pa.net (emh1.pa.net [205.166.61.145])

by relay01.mx.aol.com (8.8.5/8.8.5/AOL-4.0.0)

with ESMTP id RAA21046 for <Bidfixer@aol.com>;

Sun, 22 Mar 1998 17:20:03 -0500 (EST)

Received: from dillard.pa.net (duppp34.cr3.Cumberland.pa.net [205.166.61.99])

by emh1.pa.net (8.8.7/8.8.8) with ESMTP id RAA28097

for <Bidfixer@aol.com>; Sun, 22 Mar 1998 17:18:27 -0500

Message-Id: <199803222218.RAA28097@emh1.pa.net>

From: "John and Fran Dillard" <dillard@pa.net>

To: "Bidfixer" <Bidfixer@aol.com>

Subject: Re: Pin-up collection

Date: Sun, 22 Mar 1998 17:18:09 -0500

X-MSMail-Priority: Normal

X-Priority: 3

X-Mailer: Microsoft Internet Mail 4.70.1162

MIME-Version: 1.0

Content-Type: text/plain; charset=ISO-8859-1

Content-Transfer-Encoding: 7bit

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3 PROOF OF SERVICE

4 I am over the age of 18 and not a party to the within action. My business address is 499 Van
5 Buren Street, Post Office Box 3350, Monterey, CA 93942-3350.

6 On this date I caused to be served the within:

7 **DECLARATION OF DEBTOR IN SUPPORT OF EXEMPTION AND IN**
8 **OPPOSITION TO OBJECTION TO CLAIM OF EXEMPTION**

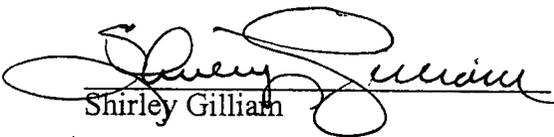
9 on the parties in this action, by placing copies of same in envelopes, addressed as follows and
10 delivered in the manner indicated:

11 John W. Richardson
12 Trustee in Bankruptcy
13 2901 Park Avenue, Suite C2
14 Soquel, CA 95073-2831

Eric Bakri Boustani, Esq.
Mark W. Good, Esq.
Davis and Schroeder
215 West Franklin Street, 4th Floor
Monterey, CA 93940

15 XX (By Mail) I caused each envelope, with postage prepaid to be placed in the United States mail
16 at Monterey, California. I am readily familiar with the business practices of the firm regarding the
17 collection and processing of correspondence for mailing with the United States Postal Service.
18 Pursuant to such business practices, and in the ordinary course of business, all correspondence is
19 deposited with the United States Postal Service on the same day it is placed for collection and
20 mailing.

21 I declare under penalty of perjury that the above is true and correct. Executed at Monterey,
22 California on June 6, 2003.

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Shirley Gilliam

6. DECLARATION of JANIS FITZ GERALD
2003

10/15

FILED

1 JAMES DANIEL VANCAS
In Pro Se
2 26544 Carmel Rancho Boulevard, #1
Carmel, CA 93923
3 Telephone: (831) 625-0225

03 JUN -9 PM 12: 34

U.S. BANKRUPTCY COURT
NORTHERN DIST. OF CA.
SAN JOSE, CA.

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8 UNITED STATES BANKRUPTCY COURT
9 FOR THE NORTHERN DISTRICT OF CALIFORNIA

10
11 In re
12 JAMES DANIEL VANCAS;
13 DAN VANCAS; VANGUARD GALLERY
14 Debtor.

Case No. 03-51248-JRG
CHAPER 7

DECLARATION OF JANIS FITZGERALD

15 Date of
Hearing: June 11, 2003

16 Time of
Hearing: 2:00 p.m.

17 Judge: The Honorable
18 James R. Grube

19 Location: United States
20 Federal Courthouse
21 280 South First St.
22 Room 3020
23 San Jose, CA 95113

06 06 03 09 09 FROM COURT MAIL 100 101 2/5
In the Matter of Daniel Vance vs.
Meisel, et al.

Affidavit + testimony of James Fitzgerald
on June 5th, 2003

My name is James Fitzgerald.
I have known Daniel Vance for about 3-4 years.
I have found him at all times to be honest +
straight forward.

From 2000 through 2001 I helped him as
needed with his art business, including
legal matters.

For many years he has lived under threat
+ intimidation. I personally was aware of
threats against him to give up his trademarks
+ close his business. I have seen these
threats in both emails + legal files.

I also with him when he reported many of
these events + threats to the Police. The
names of the offenders were consistently
Louis Meisel + John Dillard + Charles Montgutte.
He often locked himself + the gallery out of
fear + this negatively impacted his sales + income.

306

In Nov, 2000 his Minnesota attorney, Jerry Hayes, called him + I heard her tell Daniel that all hope was lost + that B+B would not allow him to have the trademark + stay in business. The licensee agents of B+B demanded that he give up his trademark - they are: Meisel, Montgretter, + Dillard. They insisted that he go out of business and abandon the trademark. Jerry Hayes told Mr. Vancas that "they will hunt or kill you ... until you give up the trademark + that they seem to control the Minnesota Courts. He even started to scream to Mr. Vancas that they will kill him.

I met Art Amise personally who also said that both Meisel + Montgretter had threatened to kill Mr. Vancas for some time + wanted him to give up the trademark + leave the Pin-Up business completely. When Meisel heard that Amise helped Mr. Vancas, they began to threaten Mr. Amise.

I also met the actor (Cuba Gooding) when Mr. Vancas sold him a painting. Mr. Amise was

3878
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worried that these matters might hurt his young son. Mr. Willco seemed to have some awareness of the people dominating Pinpoint.

On Nov. 6, 2000 I drove Dan Vancos to San Jose to file for Chapter 13 + after we left the court we were suddenly rear-ended on the freeway. Afterwards the law firm hired was attorney Jerry Hayes.

Mr. Vancos + I went to a Settlement Conference at JAMS around March 23, 24, 2001 in order to settle this dispute. He showed the market exclusion + intimidation at the hands of Meisel, his associates, etc. Mr. Vancos was forced out of all markets, eBay + his personal clients were being threatened.

There are many other instances that I witnessed, too numerous to list, but all leading to the conclusion that Mr. Vancos was harassed, intimidated, threatened + forced to lose his business.

Mr. Vancos said he hoped the settlement agreement would end the harassments but it did not. He lost his gallery around Feb., 2002

MOST RESPECTFULLY SUBMITTED
Janis H. Green June 5, 2003

9/4/03

PROOF OF SERVICE

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I am over the age of 18 and not a party to the within action. My business address is 499 Van Buren Street, Post Office Box 3350, Monterey, CA 93942-3350.

On this date I caused to be served the within:

DECLARATION OF JANIS FITZGERALD

on the parties in this action, by placing copies of same in envelopes, addressed as follows and delivered in the manner indicated:

John W. Richardson
Trustee in Bankruptcy
2901 Park Avenue, Suite C2
Soquel, CA 95073-2831

Eric Bakri Boustani, Esq.
Mark W. Good, Esq.
Davis and Schroeder
215 West Franklin Street, 4th Floor
Monterey, CA 93940

XX (By Mail) I caused each envelope, with postage prepaid to be placed in the United States mail at Monterey, California. I am readily familiar with the business practices of the firm regarding the collection and processing of correspondence for mailing with the United States Postal Service. Pursuant to such business practices, and in the ordinary course of business, all correspondence is deposited with the United States Postal Service on the same day it is placed for collection and mailing.

I declare under penalty of perjury that the above is true and correct. Executed at Monterey, California on June 6, 2003.


Shirley Gilliam

6. Declaration of JANET ANORSON
2003

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&

#5

TO FOLLOW

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

In re

JAMES DANIEL VANCAS;
DAN VANCAS; VANGUARD GALLERY
Debtor.

Case No. 03-51248-JRG
CHAPER 7

FILED

03 JUN -9 PM 12:34

U.S. BANKRUPTCY COURT
NORTHERN DIST. OF CA.
SAN JOSE, CA.

DECLARATION OF JANET ANDERSON IN SUPPORT OF EXEMPTION AND IN
OPPOSITION TO OBJECTION TO CLAIM OF EXEMPTION

Date of

Hearing: June 11, 2003

Time of

Hearing: 2:00 p.m.

Judge: The Honorable

James R. Grube

Location: United States

Federal Courthouse

280 South First St.

Room 3020

San Jose, CA 95113

I JANET ANDERSON DECLARE:

That I and my family and my livelihood has been attacked and threatened by group of pinup dealers, that I have identified as: Louis Miesel, John Dillard, Charles Martignette and their associates. They have continually sought to harass and harm my income and business relationships.

That Miesel, Dillard and their associates have tried to close my ebay account where I am a registered "Power Seller" with about 500 positive Feedback's.

That I have continually received harassing phone calls even in the middle of the night. That mine and my daughter's car has been vandalized. That over this same period I have concurrently received over 300 email viruses sent to me and even Internet ebay Identity theft; all of which has been reported to the local police. I was told there is an open file of investigation on this matter. My customers and clients are continually harassed and discouraged from doing business with me and buying from me. I have lost Thousands of dollars in sales.

Please see attached emails as proof of some of the sales disruption and harassment that I have received.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and if called as a witness would competently testify thereto.

Executed this 6 day of June, 2003, at Monterey, California.



Janet ANDERSON

2 of 6

JOHN DILLARD

Subj: Please respond to this
Date: 10/11/02 1:32:55 PM Pacific Daylight Time
From: dmessi@lincoln.navy.mil
To: seegurls@aol.com
Sent from the Internet (Details)

"... I have had extensive dealings with this unprincipled twit. About four years ago, he applied for and, amazingly, was granted a trademark by the US Patent Office for each of Elvgren's two signatures. He then proceeded to harass numerous eBay sellers and others, including me, demanding that they pay him a royalty for any and all Elvgren pinups that they sold. Amazing that someone would get away with trademarking the signature of a dead artist, isn't it? That's our government...

There is an action pending as we speak with the Patent Office that should invalidate his trademarks. You can read further about it at Lou Meisel's web site. Lou is without doubt the largest Elvgren dealer (of originals) in the world and is a friend of mine. He has written a couple of books on Pinups that most dealers cite as the authority(ies) for the art form.

You can go to the following URL at Lou's website.
Click on number 7 and number 8 for the details of this amazing story. It is all factual.

The primary reason I am relating this to you is that I cannot stand by while a very good customer of mine gets screwed. **The fact that you are serving the country, in harm's way, makes me absolutely crazy, as this pile of shit is conning**

YOU. There are tons of ethical sellers on ebay. You have unfortunately chosen one of the very worst. One that eBay won't allow knowingly to deal on their site.

JOHN DILLARD

Another eBay seller friend of mine, a retired Army Colonel and professor at the Naval Postgraduate School in Monterey, last night brought to my attention that Vancas apparently sleazed back onto eBay as seegurls. When I investigated and found your name as a customer, I decided that I absolutely had to inform you. Because of Vancas' tendency to disregard the rules of fair play, it would be most unwise to mark this email as anything other than "Confidential," and I trust you will keep it that way unless we agree otherwise.
Please let me hear from you on this. "

AS REC'D
Janet Anderson
4/6/03

Subj: RE: RACKETEERING: PLEASE ADVISE ASAP
Date: 10/11/02 7:18:19 PM Pacific Daylight Time
From: dmessi@lincoln.navy.mil
To: SEEGURLS@aol.com
Sent from the Internet (Details)

I am feeling uncomfortable with the auctions I have bided on with you. I have looked into other websites <http://www.gilelvgren.com/contents/>. Some of the information seems misleading, too many people have contacted about these auctions. I prefer to wait on payment until things get resolved and appropriate feedback will be left. I have paid \$126 for 2 prints already and would like to see about at least getting those two prints sent to:

AM1(AW) David S. Messier
USS Abraham Lincoln (CVN-72)/ AIMD
FPO, AP 96612-2872

And insure them for \$150.00. I will submit the \$2.00 for the insurance.

Your help is greatly appreciated in this manner.

David

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

From: SEEGURLS@aol.com [mailto:SEEGURLS@aol.com]
Sent: Saturday, October 12, 2002 4:05 AM
To: dmessi@lincoln.navy.mil
Cc: pearsofgirls3@yahoo.com; SEEGURLS@aol.com; oconnor@horanlegal.com; robertjones@horanlegal.com
Subject: RACKETEERING: PLEASE ADVISE ASAP

Dear David:
Thank you so much for the heads up on this slander, I was wondering why I was not getting any more bids...
Please re-forward all this to me with the email sources and trace included.
I

will forward this to the art publisher.
I assure you that this art is legitimate, and the underlying trademark authority was adjudicated, and upheld through Fed Court and controlling arbitration agreements, which include prevention of this sender, who is identified in these arbitration agreements as mer competing "licensee" to be controlled by the master agreements of 2001.
There are Rico laws that have been violated by several of these people, and this matter for the criminal court.
Please retain all communications with source, please have this available for

AS REC'D
David Anderson
6/6/03

the criminal investigators as needed.
Your help would be greatly needed.
Thank you,
Janet

Subj: **\$259 BALANCE DUE NOW 3 EBAY ART PRINTS**
 Date: 10/14/02 5:21:22 PM Pacific Daylight Time
 From: SEEGURLS
 To: dmessi@lincoln.navy.mil
 CC: SEEGURLS

Dear David:

Please make arrangements to pay the BALANCE of \$ 259.00 for all the auctions we agreed on:

- \$96.00 - Your Move - NoCharge only on Exchange Agreement and payment of \$249.
- \$36.00 - Going to Waist - WCP # ltd ed
- \$51.00 - Sailor Girl - WCP # ltd ed
- \$249.00 - Your Move - Large canvas # ltd ed (exchange & upgrade)
- Shipping if US Priority \$15.. More if required offshore handling is charged to you ship.
- \$5 discount if you buy all three as agreed.
- \$346.00 total
- LESS what you already paid to SEEGURLS at PAYPAL.

Balance due now: \$259.00

Please advise me the best address to ship to.
 Best Regards,
 Seegurls

AS SENT
 Janet Anderson
 6/6 /03

5
of
16

Subj: **REVISED-READ THIS EBAY COMPLAINT LETTER**
Date: 11/16/02 1:24:59 PM Pacific Standard Time
From: SEEGURLS
To: pearlsofgirls3@yahoo.com
CC: SEEGURLS, oconnor@horanlegal.com

Dear Ebay Seller Support:

Recently I had (MANY) auctions listed on ebay with (ONLY) very modest success. I will re list them again, but I am having problems with slander against me and my auctions.

I am a seller having problems with harassment, including Spam from my competition directed towards my buyers and also nonpayment from buyers. I now think some buyers seem to part of this harassment game. Winning to only frustrate others and not pay, then putting questionable or harassing unnecessary comments in my feedback files.

I am now reporting a buyer named "AGAMEMNON6" because he only came out of ebay purchase retirement of almost a year, only just to win 2 of my auctions for a total bill of \$ 249.94 plus \$ship, just to blow me off and not pay, and then close his email. He is now dormant again. See # 731788059 & 731800433. He did not bid on anything or anyone else (that I can see in the last year) before or since. I feel that there might be a malicious agenda as also I have been getting reports from buyers (and a copy) of hate, Spam and slander email from other sellers emailing "Spam" to my buyers. These people ask my buyers to remain quiet and keep their contact on the QT!!! The copy of the letter is offensive and false, and then offering same or similar products for less. Other buyers have pulled out of winning/closed auctions because of this. (See auction # 719266817, 717025489, 717050042 & 717674642, lost about another \$450 total, for a total of \$700 in the last 6 weeks. This separate prior buyer (david_s_messier) only offered 25% which I REFUNDED. I didn't file against him after he finally told me he had backed out after getting unsolicited hate mail against my auctions, from a previous seller he had apparently bought from.

Regarding this new buyer (AGAMEMNON6), I have not heard from him at all. He ignored the invoice, a reminder email, and when I tried to send another reminder today, the email address from ebay (sent through ebay system), came back to my email as no address and undeliverable. Please advise ASAP ~ I have retained copies of the returned email and the prior slander or Spam emails. Copies have been sent to an attorney for review. Your help and continued protection will be greatly appreciated.

Thank you,
Janet Anderson ~ Seeguris

AS SENT
Janet Anderson
6/6/03

6 of 6

PROOF OF SERVICE

I am over the age of 18 and not a party to the within action. My business address is 499 Van Buren Street, Post Office Box 3350, Monterey, CA 93942-3350.

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DECLARATION OF JANET ANDERSON IN SUPPORT OF EXEMPTION AND IN OPPOSITION TO OBJECTION TO CLAIM OF EXEMPTION

on the parties in this action, by placing copies of same in envelopes, addressed as follows and delivered in the manner indicated:

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Trustee in Bankruptcy
2901 Park Avenue, Suite C2
Soquel, CA 95073-2831

Eric Bakri Boustani, Esq.
Mark W. Good, Esq.
Davis and Schroeder
215 West Franklin Street, 4th Floor
Monterey, CA 93940

XX (By Mail) I caused each envelope, with postage prepaid to be placed in the United States mail at Monterey, California. I am readily familiar with the business practices of the firm regarding the collection and processing of correspondence for mailing with the United States Postal Service. Pursuant to such business practices, and in the ordinary course of business, all correspondence is deposited with the United States Postal Service on the same day it is placed for collection and mailing.

I declare under penalty of perjury that the above is true and correct. Executed at Monterey, California on June 6, 2003.


Shirley Gilliam

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#4 OCONNOR/VANCAS EMAIL
SECTION 8 & 5 YEAR REPORTING

Meiszel Claims Responsibility
Knows 3 MONTHS BEFORE
Wm Do!

1047

From: <SEEGURLS@aol.com>
To: <OConnor@horanlegal.com>
Date: 9/2/2004 9:27:16 AM
Subject: TM OFFICE UPDATED NEEDED ABOUT TM CANCELED? MEISEL?? CALL ME ASAP

Dear Mark:

It has been almost a week since I heard from your TM attorney. We spoke last Friday and she said that on Monday she will review the files, find the requirement papers and notes, and see what happened, then talk to the TM office in Wash DC to ask if it can be reinstated, due to hardship, lost or missing paperwork, clerical or postal problems out of my control...etc... Remember Mark, I have asked several times for you and this office to monitor, check and follow the status closely of my TM on a regular basis, due to the fact and history of my adversaries using any opportunity to take advantage, and NOT notify you...as well as the pending challenge to my TM at the TM Offices was also still undetermined.

Mark I do remember, that this came up in a visit to your office and I signed some TM affidavit for this about 2 years ago. Please find the confirmation, paperwork. Please do not let this TM be lost due to clerical error, postal mishandling, after a 6 year battle, huge sums spent and the most vicious and criminal of adversaries ... don't let this, our only asset escape! Remember it was the Judge who gave an appraisal of \$1,000,000 for these trademarks, which are our only true assets left to me.

*SIGNED
SYBAR TM USE*

MEANWHILE MEISEL IS USING THIS "Clerical Section 8" ... PRETENDING THAT THEY WON THE CANCELLATION FROM US... EMBARRASSING US AND DEMEANING MY RIGHTS AND REPUTATION... I AM AGAIN LOSING SALES AS WE SPEAK!!!

You have not heard from me because after this, my ulcer started bleeding again and I am not well. Please advise me today of the good progress and hopefully a turn around at the TM offices in DC.

Thank you again,
Danny V & Janet

In a message dated 8/27/2004 2:20:03 PM Central Standard Time, OConnor@horanlegal.com writes:

I have not received any notice of a cancellation.

MARK A. O'CONNOR
HORAN, LLOYD LAW OFFICES
499 VAN BUREN STREET
POST OFFICE BOX 3350
MONTEREY, CA 93942-3350
(831) 373-4131 Telephone
(831) 373-8302 Facsimile

TradeMark Issues: #3743541699 Original Gil Elvgren Oil Painting Homage Page 1

247

From: <SEEGURLS@aol.com>
To: <adam@onelittleindian-us.com>
Date: 8/27/2004 9:32:31 AM
Subject: TRADEMARK ISSUES:#3743541699 Original Gil Elvgren Oil Painting Homage

DEAR SELLER:

THIS IS A COMPLETE SURPRISE TO US AS OF NOW WE HAVE NOT CONFIRMED YOUR INFORMATION.

WE HAVE NOT BEEN NOTIFIED BY THE TRADEMARK OFFICE NOR HAS OUR ATTORNEY, THAT THE TRADEMARK JUST A FEW WEEKS AGO WAS CANCELED.

AS WE MADE CLEAR IN THE EMAIL THE IMAGE IS THE OWNED BY B&B, AND BELIEVED NO SUCH LICENSE WITH A BANGKOK ART MILL TO MAKE THESE WERE ISSUED. IF SO, YOU WOULD HAVE REPORTED IT ON THE AUCTION AND TO US BY NOW.

AS WE MADE NO CLAIM ON YOU, WE ONLY REQUESTED YOUR COOPERATION.

AGAIN, IF IT WAS LICENSED AT THE TIME OF PRODUCTION, I AM SURE YOU WOULD HAVE MADE THIS VERY CLEAR TO ME AND THE WORLD WITH YOUR EMAILS AND AUCTION STATEMENTS.

CLEARLY YOU ARE COMMUNICATING MEISEL, AS YOU ARE QUOTING (HIS PRIVATE INFORMATION AND WEBSITE) AND MAYBE OTHERS WITH SOMEONE WHO IS INSTRUCTING YOU.

PLEASE DO TELL US WHO IS INSTRUCTING AND ADVISING YOU.

MOST IMPORTANTLY, AT THE TIME THIS PAINTING WAS MADE, THE ELVGREN TM STILL STOOD AS LEGAL AND BINDING.

THE TRADEMARK WAS RECOGNIZED IN SIGNED AGREEMENTS AND COURT ORDERED ARBITRATION MEETINGS WITH B&B. THE TRADEMARKS WERE UPHeld. IT WAS UPHeld IN SEVERAL FEDERAL COURT HEARINGS FROM 1999 THROUGH 2003. MEISEL IS A LICENSEE OF B&B AND THEREFORE BARED FROM TAKING ACTIONS AGAINST MY TRADEMARK, AS THIS WAS IMPROPER AND VIOLATED BINDING FEDERAL COURT ORDERED AGREEMENTS OF 2001, WITH B&B IN WHICH THEY OFFICIALLY RECOGNIZED THE ELVGREN TM AND IT OWNERSHIP.

BECAUSE THIS OFFSHORE REPRODUCTION ART MILL THAT YOU BOUGHT THIS FROM, DID NOT HAVE A LICENSE TO USE THE ELVGREN ART LOGO TM AT THE TIME OF PAINTING, IT IS STILL BELIEVED A VIOLATION OF THE THEN EXISTING TM, 1997 TO DATE.

PLEASE BE ADVISE AT NO TIME DID WE DEMAND FUNDS, ONLY YOUR COMPLETE COOPERATION TO CONFIRM THE SOURCE OF PAINTINGS THAT MISUSED THE ELVGREN TRADEMARKS, EVEN ON THE VANCAS' CA DERIVATIVE COPYRIGHT IMAGES, SINCE 1998 TO PRESENT THAT APPEARED ON EBAY;

THAT SCORES OF THESE PAINTINGS HAVE BEEN SOLD ON EBAY, EVEN IMAGES THAT ARE IN THE VANCAS DOMAIN AND ALSO IMAGES THAT WERE STILL UNDER EXCLUSIVE CONTRACT WITH VANCAS, UNTIL THOSE LICENSES WERE ENDED IN 2000. AND NOW STILL BEING DISCOVERED SOLD AND RESOLD.

347

SO THERE ARE STILL MIGHT BE LAWFUL ISSUES WE PAST ART PRODUCTS PRODUCED OF A QUESTIONED UNLICENSED IMAGE AND TRADEMARK INFRINGEMENT; AND BASED ON OUR BEST KNOWLEDGE AND INFORMATION OF THE TIME, OUR BEHAVIOR THEREFORE WAS REASONABLE, PROPER AND RESTRAINED.

AGAIN WE PRIMARILY WANTED YOU TO COOPERATE FULLY WITH ALL INVESTIGATION, INCLUDING INFORMATION OF WHO, WHEN AND WERE THESE PAINTINGS WERE MADE.

REGARDING THE AUCTION, AT THIS TIME, UNTIL WE CONFIRM, AND KNOW MORE ABOUT OUR PAST AND CURRANT RIGHTS REGARDING THIS, WE HAVE NO FURTHER REQUEST OF YOU

EXCEPT TO CONFIRM YOUR ASSOCIATION AND COMMUNICATIONS WITH THOSE WHO ARE ADVERSARIAL TO THE ELVGREN ART LOGO TRADEMARKS.

PLEASE TELL USE WHO AND WHY THEY GAVE YOU THIS INFORMATION? WHY DID YOU NOT STATE THIS EARLIER?

REGARDS,
SEEGURLS

CC: MARK OCONNOR
PORTER
VERO

In a message dated 8/26/2004 5:50:32 PM Central Standard Time, adam@onelittleindian-us.com writes:

To all who may have interest in the fraudulently registered trademarks of Gil Elvgren's signatures Following is a page from United States Patent and Trademark Office: These patents have been cancelled as of 06/12/2004.

Here are the latest results from the TARR web server. Trademark Applications and Registrations Retrieval (TARR) This page was generated by the TARR system on 2004-08-17 11:49:58 ET Serial Number: 75193332 Registration Number: 2095296 Mark

CC: <porter@ebay.com>, <VERO@EBAY.COM>, <oconnor@horanlegal.com>, <SEEGURLS@aol.com>

4 of 7

From: <VANCASGIRLS@aol.com>
To: <oconnor@horanlegal.com>
Date: 8/27/2004 3:12:10 PM
Subject: IMPORTANT: SECTION 8 TM REINSTATE

MARK:
HOPE THIS HELPS TO RECOVER THE CANCELED TRADEMARK PRINTED ELVGREN & PENDING CANCELLATION OF THE CURSIVE ELVGREN
I DIDN'T KNOW... I WASN'T NOTIFIED - WHERE YOU NOTIFIED?
WHY ISN'T MY ADDRESS CHANGED ON MY TRADEMARKS SO I GET NOTICES -

I JUST RECALLED SOMETHING...
DON'T WE HAVE STATEMENTS ON FILE FROM THE TM HEARING REGARDING THESE TMS THAT EFFECTIVELY MEET THESE REQUIREMENTS?
I REMEMBER SIGNING DOCUMENTS AND UPDATED AFFIDAVITS IN YOUR OFFICE...
PLEASE CHECK YOUR FILES CAREFULLY.....

I HAVE MADE REQUESTS TO CAHNAGE ADDRESS AND DID SO - TO YOUR OFFICE & DIRECTLY TO THE TM OFFICE SEVERAL TIMES.
YOU THINK WITH ALL THE CLAIMS COMMUNICATIONS AND LITIGATION THAT MY ADDRESS CHANGE WOULD BE RESOLVED.
TO AVOID THESE CRISIS.
FROM THE TM OFFICE REGARDING SEC 8 REINSTATEMENTS AND AFFIDAVITS OF USE

(165) Helpful Hints

o Trademark Post Registration - Failure to Specify Type of Commerce in Section 8 Affidavits or Declarations--Section 8(a) of the Trademark Act requires that before the end of the sixth year following registration, showing that the "mark is in use in commerce." [15 U.S.C. 1058a].

The Trademark Rules require that all Section 8(a) affidavits or declarations "state that the registered mark is in use in commerce and specify the nature of such commerce." [37 C.F.R. Section 2.162(e)].

The affidavit or declaration must be filed between the fifth and sixth year following the date of registration and it must contain a statement that the "mark is in use in commerce," with evidence thereof. There may be no extensions of time beyond the sixth year for submission of this statement and evidence of use of the mark in commerce.

However, if the timely-filed affidavit or declaration does not set forth the type of commerce, the registrant will be given six months to submit that information even though the sixth year may have expired. The rules do not provide for any further extensions of time beyond the six months.

5 of 7

(Carlisle Walters, 703-557-3061)

o Backlogs in Trademark Renewals and Section 8 Affidavits and Declarations--Registrants are advised that a backlog currently exists in the processing of Trademark Renewals and Section 8 affidavits and declarations. While the Patent and Trademark Office conducts a preliminary review of critical elements in order to notify registrants of statutory deficiencies prior to the expiration of the statutory period for the submission of required documents, the ultimate responsibility for complying with the requirements of the statute and the rules rests with the registrant. (Carlisle Walters,703-557-3061)

July 1, 1988

THERESA A. BRELSFORD
Assistant Commissioner
for Administration

[1092 TMOG 11]

CC: <shirley@horanlegal.com>, <SEEGURLS@aol.com>, <VANCASGIRLS@aol.com>

6 of 7

From: <SEEGURLS@aol.com>
To: <oconnor@horanlegal.com>
Date: 8/27/2004 9:57:27 AM
Subject: TM CANCELED? MEISEL?? CALL ME ASAP

NOTICE FROM MEISEL & SELLER THAT TRADEMARK IS CANCELED - NO NOTICE!
FROM MEISEL CURRENT LEGAL/PROPAGANDA STATEMENT

DEAR MARK:

RECENTLY, ONLY DAYS AGO WE HAVE HAD OUR CLIENT CARD STOLEN WITH CONTACT INFORMATION FOR FUTURE WORK. NOW I KNOW WHY. HERE IS WHY.

AS YOU KNOW WE HAVE BEEN GETTING HARASSMENT'S FROM MEISEL AND OTHERS... EMAILS AND HANG UP PHONE CALLS. SOME INVESTIGATIVE TYPES ALSO ARE COMING IN THE NEW GALLERY.

WE WERE JUST INFORMED BY A SELLER ON EBAY SELLING THE OFF SHORE PAINTED ELVGREN REPLICAS (FOR CHEAP) THAT THE TWO TRADEMARKS WERE CANCELED...

HE ACTED DUMB AND UNCONNECTED AT FIRST THEN RESPONDED WITH THESE EMAILS, OF MEISEL WEB SITE AND ANOTHER EMAIL (FROM MEISEL?) WITH AN UNCONFIRMED NOTICE OF TRADEMARK CANCELLATION, IN JUNE OF 2004.

IF WE KNEW THIS WE WOULD NOT HAVE BEEN ENFORCING A CANCELED TRADEMARK.

IF THIS IS CONFIRMED TRUE WE WILL STOP TODAY AND REMOVE THE TM DOCUMENTS FROM THE GALLERY, AND FROM THIS POINT FORWARD NOT MARK OUR NEW GOODS WITH THE TM NOTICE AND (R).

IT IS INTERESTING THAT ONLY LATELY EBAY WAS UNUSUALLY COOPERATIVE TO OUR REQUESTS... AS B&B AND MEISEL COMMUNICATE DIRECTLY WITH THE HEADS OF EBAY (CONFIRMED IN A PERSONAL 1999 MEETING WITH FRANCES ELDER AND MYSELF WITH THE SENIOR VP OF EBAY) THIS COULD HAVE BEEN A TRAP IF EBAY KNEW THE TM WAS CANCELED, AND PARTICIPATED BECAUSE FROM 1998 THR 2001 THEY FAILED TO HONOR MY RIGHTS AND THE ELVGREN TM, AND IN EFFECT COOPERATED WITH MEISEL AND DROVE OUT ALL OF OUR LEGITIMATE GOODS AND DEALERS SELLING ON EBAY...

WERE YOU NOTIFIED?

IF THIS IS TRUE WHAT OF THE RIGHTS THAT EXISTED FROM 1997 TO 2004 ON PAINTINGS AND PRODUCTS THAT IN FACT INFRINGE ON, REGARDLESS IF THE ELVGREN TM IS NOW CANCELED.

WHAT IS THE REASON FOR CANCELLATION?

REGARDING CA. DERIVATIVE COPYRIGHTS:

PLEASE ADVISE US WHAT RIGHTS DO WE HAVE LEFT OF ALL THE ART PRODUCED FROM 1995 THROUGH 2004 THAT IS FROM PUB.DOM IMAGES, CONVERTED TO ARTISTS & PUBLISHER CA. DERIVATIVE COPYRIGHTS?.

757

HOW COULD IT BE, IF THE FEDERAL BK COURT, DENIED THESE REQUEST, AND UPHELD IT AS AN ASSET AND THE MN. FEDERAL COURT DENIED THIS REQUEST IN DEC 2000...WHICH WAS FOLLOWED BY THE ORDER OF 2001 (BINDING ARBITRATION) THAT THE TM STANDS.... IS THIS UNFAIR TRIPLE JEOPARDY OF MULTIPLE COURT DETERMINATIONS? WHAT ARE MY RIGHTS?

WE JUST LEARNED THAT THIS IS SO TODAY ON BY THIS UNCONFIRMED EMAIL.

IS THIS TRUE? PLEASE READ THE EMAIL BELOW FROM THE EBAY SELLER. THESE HAVE BEEN SOLD AS ELVGREN KNOCK OFFS FROM THE FAR EAST THAT HAVE PLAGUED US SINCE 1998, EVEN WHEN IN 1999 & 2000 THE B&B LICENSES WERE STILL VALID. AND DURING ALL THE TIME THE TM STOOD.

PLEASE READ AND ADVISE TODAY....

JANET & DAN 831-620-0400 & 831-625-0885 & JANET AT 625-0885

To all who may have interest in the fraudulently registered trademarks of Gil Elvgren's signatures Following is a page from United States Patent and Trademark Office: These patents have been cancelled as of 06/12/2004.

Here are the latest results from the TARR web server. Trademark Applications and Registrations Retrieval (TARR) This page was generated by the TARR system on 2004-08-17 11:49:58 ET Serial Number: 75193332 Registration Number: 2095296 Mark

CC: <SEEGURLS@aol.com>, <VANCASGIRLS@aol.com>

#5 PTO TRIAL & APPEAL NOTICE

NOTE: NOT SENT TO VANCAS!

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

Mailed: January 20, 2006

Cancellation No. 92040459

DRAKE ELVGREN, JOHN T.
DILLARD AND LOUIS K.
MEISEL

v.

VANCAS, J. DANIEL

Amy Matelski, Paralegal Specialist

The parties are allowed until **THIRTY DAYS** from the mailing date of this order to inform the Board of the status of the bankruptcy case which occasioned the suspension of this proceeding. If no response to this order is received from either party, then the Board will presume that the bankruptcy case is closed and/or that the property involved in this Board proceeding is no longer involved in the bankruptcy case, and proceedings herein will be resumed and appropriate dates will be reset.

.oOo.

7. VANCAS/EHUGRAN ARCHIVE
APPROVED BY 2001 B&B/VANCAS
O R D E R

1076

VANCAS / ELVGREN IMAGE ARCHIVE
TM & (C) DEVELOPMENT
ELVGREN TITLES AND IMAGES IN CONTINUOUS USE SINCE 1994
BY VANCAS

USE: HAND PAINTED REPRODUCTIONS - LICENSING -
PUBLICATIONS - PRINTS - LTD EDITIONS - CARDS - TEE-SHIRTS -
CDS - PRODUCTS - *MAGAZINES & BOOKS*
PRINTS AND PAINTINGS WHERE HAND SIGNED - STAMPED - DATED
- TM NOTICE & (c) MARKED SINCE 1994

NOTE: THESE ARE NOT IMAGES OWNED BY B&B AS PER 2001
AGREEMENTS AND COURT ORDER WITH ATTACHED B&B
COPYRIGHT DOCUMENTS ATTACHED.
TITLE REDUNDANCY SOME TITLES MAY HAVE SAME AND/OR
SIMILAR NAME, IMAGES ARE DIFFERENT

A CUTE PAIR
ADORATION
A GOOD HOOK UP
A KNOCK OUT
A LAD HER PROBLEM
A LIVE WIRE
ALL WET
AIMING TO PLEASE AKA I SHOT HIM IN THE EXCITEMENT
AMERICAN BEAUTIES AKA APRIL SHOWS BRING MAY FLOWERS
AKA I HOPE HE MRS. ME
AND THE WIND BLEW AKA SUN BATH
ANKLES AWEIGH
A PERFECT PAIR
A PERFECT PAIR #2
A PEEK A KNEES AKA PEEK A KNEES
A PLEASING DISCOVERY
APPEALING AKA PERFECTION #3
A REAL STOPPER AKA NOW I'LL DO THE WHISTLING
ATTENTION CLASS AKA THE BIRDS AND THE BEES

BACK IN THE SADDLE AKA CLOSE PALS AKA BACK IN THE SADDLE
AGAIN
BELLE RINGER
BEWITCHING
BIRD'S EYE VIEW

BLIND DATE
BREATHLESS MOMENT

CATCHING ON #1
CATCH ON #2 FISHING
CATCHY NUMBER
CAUGHT IN THE DRAFT AKA WHAT'S UP
CLEAN SWEEP
COLA DESIGN DRAWING / PAINTING
CONFIDENTIALLY, IT STICKS - AKA I'M SWEET ON CANDY

DID SOMEONE WHISTLE AKA MAN TRAP
DID YOU RECOGNIZE ME BY MY VOICE
DISTURBING ELEMENTS
DOCTOR, ARE ALL THOSE FELLOW INTERNS AKA TOO MANY
DOCTORS
DOCTOR'S ORDERS
DOG GONE
DOUBLE EXPOSURE
DO YOU THINK I KNOW NO TOO MUCH
DRAWING ATTENTION AKA DO YOU THINK I COULD DRAW A MAN
DREAM GIRL AKA DREAM DATE AKA MOONLIGHT AND ROSES
DUMB PLUCK

EASY TO HANDLE #2 AKA SHE MAKE YOU DANCE AT EVERY WHIM
EVERYTHING SEEMS AWFULLY HIGH AROUND HERE AKA
CUPCAKE N' COFFEE

FAST LASS AKA A WINNER
FIGURES DON'T LIE
FINDERS KEEPERS
FOIL PROOF
FOOT LOOSE
FORCED LANDING
FREE WHEELING
FRENCH DRESSING
FRESH AKA SHOW TIME
FRESH LOBSTER
FUNHOUSE AKA THAR SHE BLOWS

GAY NYMPH AKA ISLAND MEMORIES
GOING UP

HAVEN'T I GOT SWELL EGGS AKA FRESH DELIVERY AKA
SCOOTER
HE ALMOST SCARED ME OUT OF MY SKIN
HE KEPT PRESSING ME FOR DETAILS AKA PRESSING DETAILS
AKA HAPPY VALENTINE...
HELP WANTED #1 DOW
HE THINKS I AM TOO GOOD TO BE TRUE AKA TOO GOOD TO BE
TRUE AKA TRUE BLUE
HE WANTS TO STAY SINGLE BUT I RATHER KNOT
HE WAS NEITHER A GENTELMAN NOR A SCULLER
HITCH IN TIME #1
HITCH IN TIME #2
HIGH AND SHY (1950 DIVING BOARD)
HOLD EVERYTHING AKA TOO MUCH TO HANDLE (GIRL IN YELLOW
WITH 3 PUPPIES)

I BARELY MADE IT
I DON'T MIND THE RIDE AKA WATCH YOUR STEP
I GAVE HIM THE BRUSH OFF AKA BRUSH OFF
I GUESS I'M A POOR LOSER AKA POOR LOOSER
I HOPE THE BOYS DON'T DRAW STRAWS TONIGHT AKA DRAWING
STRAWS
I'M A HAPPY MEDIUM AKA I DREAM OF JEANIE
I'M NEVER PROMOTED, BUT I GET A LOT OF ADVANCES
I'M NOT SHY AKA I'M NOT SHY I AM RETIRING
I'M TRYING IT FOR SIGHS
I MUST BE GOING TO WAIST AKA GOING TO WAIST
IN FOR A TANNING AKA SMART GRAB
IN THE DOUGH
I RUN INTO THE MOST INTERESTING PEOPLE AKA INTERESTING
PEOPLE
IS MY FACE RED
ISN'T THIS OPEN SEASON
IS THIS THE RIGHT ANGLE AKA DUNCE? AKA TEACHER'S PET
IS THIS WORTH CULTIVATING AKA CULTIVATING
IT'S NOTHING TO SNEEZE AT
IT'S TIME TO PUT THE MOTION BEFORE THE HOUSE AHA SHOW
GIRL
I'VE BEEN SPOTTED #1

JEEPERS PEEPERS AKA JEEPERS CREEPERS, IT'S MUCH TOO HOT
JUST THE TYPE

KEEPING POSTED AKA FAN MAIL
KNEEDING A LIFT

LATIN FROM MANHATTEN
LAZY DAYS ARE HERE AGAIN AKA SPRING FEVER AKA PICNIC ON
THE GRASS (1940S)
LET'S GO AROUND TOGETHER
LUCKY DOG #1

MAN'S BEST FRIEND
MARY GO ROUND #1
MISS PLACED CONFIDENCE AKA DOG GONE IT
MISS SYLVIE THE ARTIST 1940'S AKA PIN-UP ARTIST
MODERN VENUS
MOON GLOW

NET RESULTS
NOBODY CAN PINCH ME AKA NOBODY PINCHES ME
NO STARES AKA CORRALLED BEAUTY
NOW DON'T ASK ME AGAIN WHAT'S COOKIN' AKA WHAT'S
COOKING
NOW HERE IS A CUTE NUMBER AKA CUTE NUMBER
NUDE WITH HATS AKA UNTITLED NUDE

ON DE FENCE AKA DE FENCE
OOH WHAT A LINE AKA WOW, WHAT A LINE
OUT ON A LIMB
OVER EXPOSURE

PALETTE-ABLE
PEEK A VIEW AKA KEYHOLE
PERFECTION #1
PERFECTION #2
PLANE VIEW
PLAYING SAFE

RED NEGLIGEE 1940'S AD

SAILOR GIRL
SEE WORTHY #1
SHEER DELIGHT AKA THIS SOOTS ME
SKIRTING TROUBLE
SITTING PRETTY #1

[REDACTED]
SLEEPY TIME GAL #1
SLEEPY TIME GAL #2
SLIP OFF SHORE
SNOW FUN (FROM WEIGHT CONTROL)
SOCIAL SECURITY
SOMETHING BORROWED, SOMETHING BLUE AKA SOMETHING
BLUE
SOS AKA SHORT ON SAILS
SPORT MODEL
STATION WOW
SUN KISSED AKA DO YOU LIKE MY SUIT
SURE SHOT
SWEET AND TASTY AKA TASTEFUL DESIGN
STEPPING OUT #2 (GIRL STRAPPING OUT OF CAR)
TAIL WIND
TEETER TAUGHT HER AKA WELL BALANCED #1
THE CADS WERE STACKED AGAINST ME
THE HIGH SIGN
THE HIGH WAY
THE HONEYMOON'S OVER
THE RIGHT TRACK AKA FAST MONEY
THE VERDICT WAS WOW AKA WINNING DECISION AKA CROSS
EXAMINATION
THEY ARE EASY TO HANDLE WHEN YOU KNOW HOW AKA EASY
TO HANDLE
THIN ICE AKA SMOOTH SKATING AKA SMOOTH SAILING
THIS BICYCLE BUILT FOR WOO
THIS DOESN'T SEEM TO KEEP THE CHAP FROM MY LIPS AKA
HOW'S THIS?
THIS EVE'S UP AND ADAM AKA UP AN ADAM
THIS IS THE SKIN I LOVE TO TOUCH AKA I LOVE TO TOUCH
THIS OUGHT TO MAKE A GOOD SHOT AKA LET'S STEP INSIDE AND
SEE WHAT'S DEVELOPING
TREE FOR TWO
TRIM LIMBS
TWO CUSHION

WAIT FOR ME 1950 (GIRL WITH PUPPY AT FENCE)
WATCH THIS (1940'S)
WE HAD A LITTLE FALLING OUT
WEIGHT CONTROL
WELL SEATED

VANCAAS / BENVIGRIEN ARCHITURE
94 - 2006

6 of 6

WHAT A BREAK
WHAT A HOE
WHAT'S COOKING
WHAT'S COOKING #2 AKA HE'S GOT A BACHELORS DEGREE BUT
I'LL CHANGE THAT
WHAT'S DEVELOPING? AKA A GOOD SHOT
WHAT'S SARONG WITH THIS AKA TOP 'EM ALL

UP IN THE AIR #1
UNVEILING AKA VISION OF BEAUTY

YOUR MOVE AKA CHECK AND DOUBLE CHECK (CHECKERS)
YOUR MOVE #2 AKA WHAT ARE YOU LOOKING AT? (WITHOUT CHECKERS)

1 THROUGH 20 UNTITLED PROMOTIONAL AND ADVERTISING
PAINTINGS AND DRAWINGS

ADDITIONAL TITLES TO BE ADDED

8. B&B COPYRIGHT LIST

PATR 2001 B & B/VANCAS ORDER

CALLED "ELVERSEN ART"

SEPARATE IMAGE FROM VANCAS/BLOOM
ARCHIVE

TITLE	LDG#	© YR	© #	RE YR	RE #	EXP
A Good Sign	06698	8-29-51	GU18817	1979	RE25-737	2026
Help Wanted	06801 B	12-5-52	K34175	1980	RE69-254	2027
A Spicy Yarn	06801-A	12-5-52	K34273	1980	RE69-210	2027
Handle With Care	06801-C	12-5-52	K34176	1980	RE69-230	2027
Life of the Party	06801-D	12-5-52	K34172	1980	RE69-251	2027
Skirting the Issue	06801-E	12-5-52	K34170	1980	RE69-249	2027
Worth Cultivating	06801-F	12-5-52	K34151	1980	RE69-263	2027
In a Lather	06801-G	12-5-52	K34174	1980	RE69-253	2027
Rest Assured	06801-H	12-5-52	K34171	1980	RE69-250	2027
Surprising Catch	06801-I	12-5-52	K34225	1980	RE69-222	2027
Flying High	06801-J	12-5-52	K34177	1980	RE69-236	2027
Fall Change-Over	06801-K	12-5-52	K34274	1980	RE69-211	2027
Hard to Suit AKA Who Me?	06801-L	12-5-52	K34354	1980	RE69-379	2027
Who Me? AKA Hard to Suit	06801-L	12-5-52	K34354	1980	RE69-379	2027
Fascination	06825	12-5-52	K34349	1980	RE69-375	2027
Some Help AKA Down Boy!	06843	12-5-52	K34361	1980	RE69-384	2027
Down Boy! AKA Some Help	06843	12-5-52	K34361	1980	RE69-384	2027
Surprised	06926	12-5-52	K34360	1980	RE69-383	2027
S - Sylvania - Custom	06967	6-11-52	GU19926	1980	RE69-180	2027
S - Sylvania - Custom Hanger	06968	5-18-53	GU21375	1981	RE106-791	2028
Stepping Out	07012	6-23-53	K35825	1981	RE106-957	2028
Perfect Form	07013-A	10-22-53	K37291	1981	RE107-102	2028
A Neat Display	07013-B	10-22-53	K37334	1981	RE107-138	2028
Sailor Beware	07013-C	10-22-53	K37292	1981	RE107-103	2028
A-Cute Injury	07013-D	10-22-53	K37335	1981	RE107-137	2028
Looking for Trouble	07013-E	10-22-53	K37286	1981	RE107-097	2028
Popular Number	07013-F	10-22-53	K37289	1981	RE107-100	2028
Sheer Nonsense	07013-G	10-22-53	K37293	1981	RE107-104	2028
Sitting Pretty - <i>Garage Sale - 1955</i>	07013-H	10-22-53	K37294	1981	RE107-105	2028
Out of the Running	07013-I	10-22-53	K37288	1981	RE107-099	2028
A Shady Trick	07013-J	10-22-53	K37333	1981	RE107-135	2028
Pretty Cagey	07013-K	10-22-53	K37290	1981	RE107-101	2028
On the House	07013-L	10-22-53	K37287	1981	RE107-098	2028
AW-Come On	07031	5-29-53	K35826	1981	RE106-958	2028
Beat That!	07088	7-30-53	K37336	1981	RE107-138	2028
Enchanting	07151	9-8-53	K37306	1981	RE107-116	2028
S - Sylvania - Custom Hanger	07157	9-2-53	GU22038	1981	RE106-850	2028
A Peach on the Beach AKA A Bird's Eye View	07278-A	8-10-54	H3939	1982	RE145-180	2029
A Bird's Eye View AKA A Peach on the Beach	07278-A	8-10-54	H3939	1982	RE145-180	2029
Well Balanced	07278-B	8-10-54	H3942	1982	RE145-183	2029
Worth Crowing About	07278-C	8-10-54	H3928	1982	RE145-169	2029
Riding High	07278-D	8-10-54	H3933	1982	RE145-174	2029
Spring Fever	07278-E	8-10-54	H3932	1982	RE145-173	2029

Account with copyright office
3 of 9

TITLE	LDG#	© YR	© #	RE YR	RE #	EXP
Caught Napping	07278-F	8-10-54	H3936	1982	RE145-177	2029
One for the Money	07278-G	8-10-54	H3935	1982	RE145-176	2027
Toast of the Town AKA A Frame Worth Picturing	07278-H	8-10-54	H3929	1982	RE145-170	2029
A Frame Worth Picturing AKA Toast of the Town	07278-H	8-10-54	H3929	1982	RE145-170	2029
A Speedy Take Off AKA A Fast Take Off	07278-I	8-10-54	H3938	1982	RE145-179	2029
A Fast Take Off AKA A Speedy Take Off	07278-I	8-10-54	H3938	1982	RE145-179	2029
A Christmas Eve	07278-J	8-10-54	H3930	1982	RE145-171	2029
My Tales Told AKA Out in the Cold	07278-K	8-10-54	H3958	1982	RE145-197	2029
Out in the Cold AKA My Tales Told	07278-K	8-10-54	H3958	1982	RE145-197	2029
Keep 'Em Flying AKA The Final Touch	07278-L	8-10-54	H3931	1982	RE145-172	2029
The Final Touch AKA Keep 'Em Flying	07278-L	8-10-54	H3931	1982	RE145-172	2029
On Her Toes	07286	2-25-54	H3560	1982	RE145-098	2029
Indian Sign	07344	11-16-55	H5019	1983	RE192-456	2030
Hidden Treasures	07402	10-7-54	H3954	1982	RE145-193	2029
Well Built AKA Bird's Eye View	07441	11-19-54	H4181	1982	RE145-283	2029
Bird's Eye View AKA Well Built	07441	11-19-54	H4181	1982	RE145-283	2029
✓ Cover Up c. MWA. Overlook	07514-A	11-16-55	H5021	1983	RE192-458	2030
Up and Cunning	07514-B	11-16-55	H5039	1983	RE192-476	2030
A Lot At Steak	07514-C	11-16-55	H5063	1983	RE192-499	2030
Keep Your Eye On the Ball	07514-D	11-16-55	H5067	1983	RE194-986	2030
Put-Up Job	07514-E	11-16-55	H5064	1983	RE192-500	2030
Daisies Are Telling	07514-F	11-16-55	H5020	1983	RE192-457	2030
Taking Off	07514-G	11-16-55	H5040	1983	RE192-477	2030
No Peeking	07514-H	11-16-55	H5065	1983	RE194-984	2030
A Number to Remember	07514-I	11-16-55	H5023	1983	RE192-460	2030
Welcome Traveler	07514-J	11-16-55	H5038	1983	RE192-475	2030
Cornered	07514-K	11-16-55	H5022	1983	RE192-459	2030
Sitting Pretty	07516	6-3-55	H4521	1983	RE193-726	2030
It's Easy	07598	8-9-55	H4759	1983	RE192-422	2030
✓ Golden Beauty OLGA MARILYNNA BARKER	07621	9-20-55	GU25569	1983	RE185-745	2030
Waiting for You AKA Proofs Wanted	07624	10-10-55	H4796	1983	RE192-435	2030
Proofs Wanted AKA Waiting for You	07624	10-10-55	H4796	1983	RE192-435	2030
Sitting Pretty AKA Lola - my favorite woman.	07733	10-27-55	H5066	1983	RE194-985	2030
✓ Lola AKA Sitting Pretty custom manipulation NO DISCREPANCY!!!	07733	10-27-55	H5066	1983	RE194-985	2030
✓ Sylvania - Custom Hanger	07754	12-14-55	GU26003	1983	RE186-297	2030
Drum Major Twirling Baton	07810	12-14-55	GU26004	1983	RE186-298	2030
Fire Belle	07810-A	11-16-56	H5905	1984	RE213-756	2031
No You Don't	07810-B	11-16-56	H5900	1984	RE213-751	2031
Easy Does It AKA Look Out Below	07810-C	11-16-56	H5925	1984	RE213-774	2031
Look Out Below AKA Easy Does It	07810-C	11-16-56	H5925	1984	RE213-774	2031
Coming Right Up	07810-D	5-2-56	H5432	1984	RE213-263	2031
See Worthy - SIMON GARLOW/FRAGS!	07810-E	11-16-56	H5931	1984	RE213-780	2031
Skirting the Issue - NURSERY RHYME & DOE - AKA "HOW TO RHYMEY TRAINING"	07810-F	11-16-56	H5920	1984	RE213-771	2031

4 of 9

TITLE	LDG#	© YR	© #	RE YR	RE #	EXP
I've Been Spotted	07810-G	11-16-56	H5926	1984	RE213-775	2031
Nature Girl	07810-H	11-16-56	H5901	1984	RE213-752	2031
Hoops My Dear AKA Whooping It Up	07810-I	11-15-56	H5927	1984	RE213-776	2031
Whooping It Up AKA Hoops My Dear	07810-I	11-15-56	H5927	1984	RE213-776	2031
Fit to be Tied	07810-J	11-15-56	H5903	1984	RE213-754	2031
Wayward Wind AKA Fresh Breeze	07810-K	11-15-56	H5902	1984	RE213-753	2031
Fresh Breeze AKA Wayward Wind	07810-K	11-15-56	H5902	1984	RE213-753	2031
Pretty Puzzled	07810-L	11-16-56	H5928	1984	RE213-777	2031
Black Chiffon AKA Suzette	07841	3-20-56	H5361	1984	RE213-234	2031
Suzette AKA Black Chiffon	07841	3-20-56	H5361	1984	RE213-234	2031
Real Neat	07842	5-11-56	H5428	1984	RE213-260	2031
Partial Coverage	07843	11-16-56	H5899	1984	RE213-750	2031
Your Favorite	07870	11-7-57	H6836	1985	RE268-773	2032
Star of the Show AKA All Set	07871	7-20-56	H5906	1984	RE213-757	2031
All Set AKA Star of the Show	07871	7-20-56	H5906	1984	RE213-757	2031
Fifi	07872	8-9-56	H5904	1984	RE213-755	2031
Mimi AKA Sweet Dreams AKA Waiting for You	07947	9-2-56	H5924	1984	RE213-733	2031
Waiting for You AKA Mimi AKA Sweet Dreams	07947	9-2-56	H5924	1984	RE213-733	2031
Sweet Dreams AKA Waiting for You AKA Mimi	07947	9-2-56	H5924	1984	RE213-733	2031
Something New	08019	11-7-57	H6840	1985	RE268-777	2032
Hard to Handle	08020-A	11-7-57	H6772	1985	RE269-291	2032
Get the Picture?	08020-B	11-7-57	H6773	1985	RE269-292	2032
That Low-Down Feeling	08020-C	11-7-57	H6842	1985	RE268-779	2032
Let's Go	08020-D	11-7-57	H6771	1985	RE269-290	2032
Something Bothering You?	08020-E	11-7-57	H6769	1985	RE269-288	2032
What's Up?	08020-F	11-7-57	H6774	1985	RE269-293	2032
A Stitch In Time	08020-G	11-7-57	H6841	1985	RE268-778	2032
Well Heeled	08020-H	11-7-57	H6838	1985	RE268-775	2032
Bare Essentials	08020-I	11-7-57	H7032	1985	RE269-480	2032
The Winner	08020-J	11-7-57	H6837	1985	RE268-774	2032
Ticklish Situation	08020-K	11-7-57	H6843	1985	RE268-780	2032
Lucky Dog	08073	11-24-58	H7893	1986	RE326-688	2033
What a View	08102	11-7-57	H6839	1985	RE268-776	2032
Colette	08103	11-7-57	H7016	1985	RE269-464	2032
Charmaine	08104	11-7-57	H7015	1985	RE269-463	2032
Puppy Love AKA Doggone Good	08190	11-7-57	H6770	1985	RE269-289	2032
Doggone Good AKA Puppy Love	08190	11-7-57	H6770	1985	RE269-289	2032
Bedside Manner AKA Darlene	08317	11-24-58	H7892	1986	RE326-687	2033
Darlene AKA Bedside Manner	08317	11-24-58	H7892	1986	RE326-687	2033
Celeste	08318	11-24-58	H7972	1986	RE326-743	2033
Feet First AKA Best Foot Forward	08319-A	11-24-58	H7973	1986	RE326-744	2033
Cooling Off	08319-B	11-24-58	H7898	1986	RE326-692	2033
Success	08319-C	11-24-58	H7837	1986	RE326-457	2033

TITLE	LDG#	© YR	© #	RE YR	RE #	EXP
It's A Snap	08319-D	11-24-58	H7975	1986	RE326-746	2033
All Yours	08319-E	10-26-61	K63940	1989	RE454-004	2036
A Good Connection	08319-F	11-24-58	H7976	1986	RE326-747	2033
The Right Touch	08319-G	11-24-58	H7979	1986	RE326-750	2033
It's Up To You	08319-H	11-24-58	H7974	1986	RE326-745	2033
Riding High	08319-I	11-24-58	H7895	1986	RE326-690	2033
Smoke Screen	08319-J	11-24-58	H7980	1986	RE326-751	2033
Cold Front AKA Cold Front	08319-K	11-24-58	H7901	1986	RE326-695	2033
Cold Feed AKA Cold Front	08319-K	11-24-58	H7901	1986	RE326-695	2033
Claws For Alarm AKA Rude Awakening	8319-L	11-24-58	H7899	1986	RE326-693	2033
Rude Awakening AKA Claws For Alarm	8319-L	11-24-58	H7899	1986	RE326-693	2033
Tops in Service	08332	11-24-58	H7905	1986	RE326-698	2033
Neat Trick	08380	11-24-58	H7894	1986	RE326-689	2033
Mona AKA Heart Warming	08480	11-10-59	H10037	1987	RE358-939	2034
Heart Warming AKA Mona	08480	11-10-59	H10037	1987	RE358-939	2034
Come and Get It	08481	11-10-59	H10042	1987	RE358-944	2034
Doggone Good	08482	11-10-59	H10041	1987	RE358-943	2034
The Shell Game	08483-A	11-10-59	H10029	1987	RE358-931	2034
Always in Time	08483-B	11-7-60	H13090	1988	RE404560	2035
Aiming High	08483-C	11-10-59	H10034	1987	RE358-936	2034
With the Greatest of Ease	08483-D	11-10-59	H10026	1987	RE358-928	2034
TV Spectacular	08483-E	11-10-59	H10028	1987	RE358-930	2034
On the Fence	08483-F	11-10-59	H10036	1987	RE358-938	2034
Pretty Please?	08483-G	9-26-61	K63942	1989	RE454-006	2036
Plenty Sharp	08483-H	11-10-59	H10033	1987	RE358-935	2034
A Warm Welcome	08483-I	11-10-59	H10027	1987	RE358-929	2034
Shaping Up	08483-J	11-10-59	H10031	1987	RE358-933	2034
Inside Story	08483-K	10-26-61	K63941	1989	RE454-005	2036
Going Places	08483-L	11-10-59	H10039	1987	RE358-941	2034
Gina	08519	11-10-59	H10040	1987	RE358-942	2034
Sheer Comfort	08532	11-10-59	H10030	1987	RE358-932	2034
Out of This World	08564	11-10-59	H10035	1987	RE358-937	2034
A Weighty Problem AKA The Right Scale	08565	11-7-60	H13084	1988	RE404551	2035
The Right Scale AKA A Weighty Problem	08565	11-7-60	H13084	1988	RE404551	2035
A Fair Shake	08658	11-7-60	H13122	1988	RE404590	2035
Pur-ry Pair AKA Denise	08659	11-7-60	H13089	1988	RE404559	2035
Denise AKA Pur-ry Pair	08659	11-7-60	H13089	1988	RE404559	2035
Let's Go	08660	11-7-60	H13098	1988	RE404567	2035
Roxanne	08661	11-7-60	H13088	1988	RE404-558	2035
Splendid View	08662-A	11-7-60	H13075	1988	RE404-545	2035
Pretty Perplexed AKA Help Wanted	08662-B	11-7-60	H13082	1988	RE404-556	2035
Help Wanted AKA Pretty Perplexed	08662-B	11-7-60	H13082	1988	RE404-556	2035
Partial Coverage AKA Sunnyside Up	08662-C	11-7-60	H13079	1988	RE404-549	2035

6 of 9

TITLE	LDG#	© YR	© #	RE YR	RE #	EXP
Sunnyside Up AKA Partial Coverage	08662-C	11-7-60	H13079	1988	RE404-549	2035
Playmate AKA Playful Mood	08662-D	11-7-60	H13074	1988	RE404-544	2035
Playful Mood AKA Playmate	08662-D	11-7-60	H13074	1988	RE404-544	2035
Appreciative Audience AKA Bird's Eye View	08662-E	11-7-60	H13080	1988	RE404-554	2035
Bird's Eye View AKA Appreciative Audience	08662-E	11-7-60	H13080	1988	RE404-554	2035
More Than Enough AKA Eye Popper	08662-F	11-7-60	H13085	1988	RE404-552	2035
Eye Popper AKA More Than Enough	08662-F	11-7-60	H13085	1988	RE404-552	2035
Fresh Breeze AKA Catering Wind	08662-G	11-7-60	H13076	1988	RE404-546	2035
Catering Wind AKA Fresh Breeze	08662-G	11-7-60	H13076	1988	RE404-546	2035
Sharp Curves AKA Curving Around	08662-H	11-7-60	H13078	1988	RE404-548	2035
Curving Around AKA Sharp Curves	08662-H	11-7-60	H13078	1988	RE404-548	2035
Surprising Turn AKA A Near Miss	08662-I	11-7-60	H13081	1988	RE404-555	2035
A Near Miss AKA Surprising Turn	08662-I	11-7-60	H13081	1988	RE404-555	2035
The Finishing Touch	08662-J	11-7-60	H13083	1988	RE404-550	2035
Shoving Off AKA Aiming to Please	08662-K	11-7-60	H13077	1988	RE404-547	2035
Aiming to Please AKA Shoving Off	08662-K	11-7-60	H13077	1988	RE404-547	2035
A New Wrinkle	08855-A	11-16-61	H18160	1989	RE454-069	2036
Well Built	08855-B	11-16-61	H18154	1989	RE454-063	2036
Measuring Up	08855-C	11-16-61	H18151	1989	RE454-060	2036
A Neat Package	08855-D	11-16-61	H17549	1989	RE454-175	2036
Charming	08855-E	11-16-61	H18159	1989	RE454-068	2036
Pot Luck	08855-F	11-16-61	H18157	1989	RE454-066	2036
Last Stand	08855-G	11-16-61	H18158	1989	RE454-067	2036
Unexpected Lift	08855-H	11-16-61	H18152	1989	RE454-061	2036
A Sharp Lookout	08855-I	11-16-61	H18155	1989	RE454-064	2036
A Grand Slam	08855-J	11-16-61	H18153	1989	RE454-062	2036
The Right Number	08855-K	11-16-61	H18161	1989	RE454-070	2036
What Do You Think?	08855-L	11-16-61	H18150	1989	RE454-059	2036
Wanted AKA Western Girl Wanted	08897	11-16-61	H17547	1989	RE454-173	2036
Western Girl Wanted AKA Wanted	08897	11-16-61	H17547	1989	RE454-173	2036
Just For You	08898	11-16-61	H18156	1989	RE454-065	2036
Mitzi AKA Sleepy Time Girl	08903	11-16-61	H17546	1989	RE454-172	2036
Sleepy Time Girl AKA Mitzi	08903	11-16-61	H17546	1989	RE454-172	2036
Bearback Rider AKA Bear Facts	08923-A	12-1-62	H23004	1990	RE505-829	2037
Bear Facts AKA Bearback Rider	08923-A	12-1-62	H23004	1990	RE505-829	2037
A Turn for the Better AKA Odds on Favorite	08923-B	12-1-62	H23003	1990	RE505-828	2037
Odds on Favorite AKA A Turn for the Better	08923-B	12-1-62	H23003	1990	RE505-828	2037
Me??? AKA Your Choice	08923-C	12-1-62	H22674	1990	RE505-791	2037
Your Choice AKA Me???	08923-C	12-1-62	H22674	1990	RE505-791	2037
Just Right AKA The Eyeds of March	08923-D	12-1-62	H23002	1990	RE505-827	2037
The Eyeds of March AKA Just Right	08923-D	12-1-62	H23002	1990	RE505-827	2037
Sternographer AKA Spotty Performance	08923-E	12-1-62	H22677	1990	RE505-794	2037
Spotty Performance AKA Sternographer	08923-E	12-1-62	H22677	1990	RE505-794	2037

7 of 9

Amcas

TITLE

Hairline Decision AKA Dis-Tressing
 Dis-Tressing AKA Hairline Decision
 Starting at the Bottom AKA Weighty Problem
 Weighty Problem AKA Starting at the Bottom
 Galamorous AKA All Smiles
 All Smiles AKA Galamorous
 Hold Everything AKA Rare Edition
 Rare Edition AKA Hold Everything
 Queen's Rain AKA Looking Up
 Looking Up AKA Queen's Rain
 No Bikini A Toll AKA Taking a Chance
 Taking a Chance AKA No Bikini A Toll
 At Your Service
 Thinking of You AKA Retirement Plan
 Retirement Plan AKA Thinking of You
 A Delightful Date
 Lucky Chaps
 Jeannette
 Captivating
 Be My Guest AKA Sweet Presentation
 Sweet Presentation AKA Be My Guest
 A Near Miss
 Taken To Heart AKA Have A Heart
 Have A Heart AKA Taken To Heart
 Pick of the Crop AKA Up a Tree
 Up a Tree AKA Pick of the Crop
 Fast Lass AKA A Winner *MINN - PD - VANUCA S*
 Clean Sweep AKA Cover Girl
 Cover Girl AKA Clean Sweep
 Worth Cultivating AKA Spring Dress Up
 Spring Dress Up AKA Worth Cultivating
 Your Move
 Peace Offering AKA Sweet Sioux
 Sweet Sioux AKA Peace Offering
 Gentlemen Prefer?
 Sailor Beware AKA See Worthy
 See Worthy AKA Sailor Beware
 All Wound Up AKA Keyed Up
 Keyed Up AKA All Wound Up
 Barbecue
 Miss Sinclair 1965 AKA Moonlight and Roses
 Moonlight and Roses AKA Miss Sinclair 1965
 Ready For Roundup

LDG#	© YR	© #	RE YR	RE #	EXP
08923-F	12-1-62	H22680	1990	RE505-797	2037
08923-F	12-1-62	H22680	1990	RE505-797	2037
08923-G	12-1-62	H23001	1990	RE505-826	2037
08923-G	12-1-62	H23001	1990	RE505-826	2037
08923-H	12-1-62	H22673	1990	RE505-790	2037
08923-H	12-1-62	H22673	1990	RE505-790	2037
08923-I	12-1-62	H22679	1990	RE505-796	2037
08923-I	12-1-62	H22679	1990	RE505-796	2037
08923-J	12-1-62	H23006	1990	RE505-831	2037
08923-J	12-1-62	H23006	1990	RE505-831	2037
08923-K	12-1-62	H23005	1990	RE505-830	2037
08923-K	12-1-62	H23005	1990	RE505-830	2037
08923-L	12-1-62	H22681	1990	RE505-798	2037
08924	12-1-62	H22675	1990	RE505-792	2037
08924	12-1-62	H22675	1990	RE505-792	2037
08936	12-16-61	H17555	1989	RE454-181	2036
09054	12-1-62	H22676	1990	RE505-793	2037
09063	12-1-62	H22678	1990	RE505-795	2037
09077	12-1-62	H22665	1990	RE505-783	2037
09098	12-2-63	H26934	1991	RE557-982	2038
09098	12-2-63	H26934	1991	RE557-982	2038
09099-A	12-1-64	H29424	1992	RE602-263	2039
09099-B	12-1-64	H29421	1992	RE602-260	2039
09099-B	12-1-64	H29421	1992	RE602-260	2039
09099-C	12-1-64	H29425	1992	RE602-264	2039
09099-C	12-1-64	H29425	1992	RE602-264	2039
09099-D	12-1-65	H32382	1993	RE602-264	2039
09099-E	12-2-63	H26938	1991	RE557-986	2038
09099-E	12-2-63	H26938	1991	RE557-986	2038
09099-F	12-2-63	H26935	1991	RE557-983	2038
09099-F	12-2-63	H26935	1991	RE557-983	2038
09099-G	12-1-64	H29420	1992	RE602-259	2039
09099-H	12-2-63	H26933	1991	RE557-981	2038
09099-H	12-2-63	H26933	1991	RE557-981	2038
09099-I	12-2-63	H26599	1991	RE557-946	2038
09099-J	12-2-63	H26936	1991	RE557-984	2038
09099-J	12-2-63	H26936	1991	RE557-984	2038
09099-K	12-2-63	H26937	1991	RE557-985	2038
09099-K	12-2-63	H26937	1991	RE557-985	2038
09099-L	12-1-64	H29423	1992	RE602-262	2039
09192	1-6-64	KK183832	1992	RE602-020	2039
09192	1-6-64	KK183832	1992	RE602-020	2039
09193	12-2-63	H26598	1991	RE557-945	2038

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 9 of 9

TITLE	LDG#	© YR	© #	RE YR	RE #	EXP
Beautiful Lady	09934	12-5-66	H34759	1994	RE686-551	2041
Barrel of Fun	09935	12-5-66	H34738	1994	RE686-566	2041
Red, White and Blue	09978	12-5-66	H34757	1994	RE686-553	2041
Wish You Were Near	09988	12-2-68	VA680-464 *	1996	RE750-040	2043
Dampened Doll	09989	12-2-68	VA680-465 *	1996	RE750-405	2043
A Key Situation	10105	12-1-67	H36104	1995	RE714-151	2042
Modest Maneuver	10106	12-2-68	VA819-632 *	1996	RE764-821	2043
Skirting the Issue	10107	12-1-69	VA819-631 *	1997	RE764-825 ✓	2044
Pleasant to Sit	10108	12-2-68	H38917	1996	RE749-655	2043
Upsetting Upset	10109	12-2-68	VA819-626 *	1996	RE764-824	2043
Picture Pretty	10140	12-1-67	H36103	1995	RE714-150	2042
Simone	10155	12-1-67	H36102	1995	RE714-149	2042
Skirts A hoi!	10177	12-1-67	H36107	1995	RE714-154	2042
Class Dismissed	10345	12-1-69	VA819-633 *	1997	RE769-820	2044
Refreshing Lift	10348	12-1-69	VA819-628	1997	RE769-821	2044
Dream Date	10389	12-2-68	H38922	1996	RE749-660	2043
Suzette	10390	12-2-68	H38901	1996	RE749-640	2043
Perfect Form	10391	12-2-68	H38907	1996	RE749-646	2043
Cracker Capers	10392	12-1-69	VA819-630	1997	RE769-819	2044
Hi Ho, Silver	10647	12-1-69	H43261	1997	RE769-800	2044
Evening Out	10655	12-1-69	H43260	1997	RE769-799	2044
Riding High	10813	12-7-70	H46825	1998	RE793-212	2045
Lavendar Lovely	10828	12-7-70	H46820	1998	RE793-211	2045

* Skirting the Issue NO. REC. CORRECT → NO. REC. CORRECT → 1989 → A 587 - 81 CV →

(STANDARD PACKING)

* Note that a more timely warning situation with 653 VM

copy right
 COPY → 5-82 = VISUAL ARTS
 CHARTS 11 = ART AMPLIFICATIONS

9. VANCAS PHOTOS OF
EUGEN RIN TM[©] USE
ART & ARCHIVE PRODUCTION

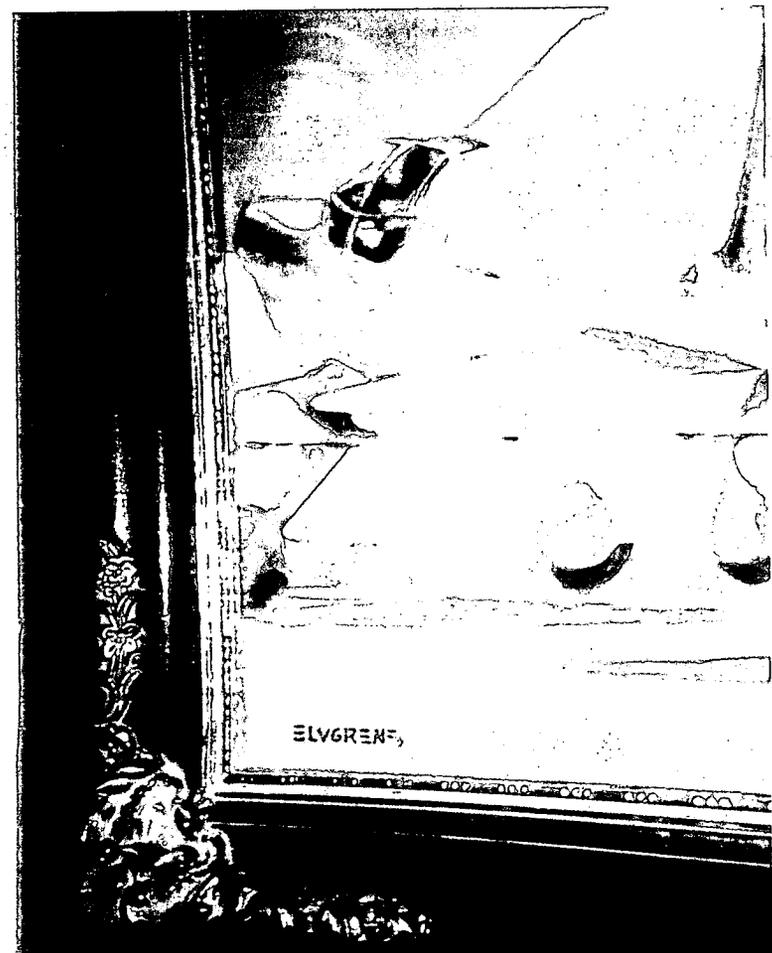
VANCAS PAINTS AT
EUGEN RIN BASEL





Registered and trademark of J. Dore, Paris, France. All rights reserved.

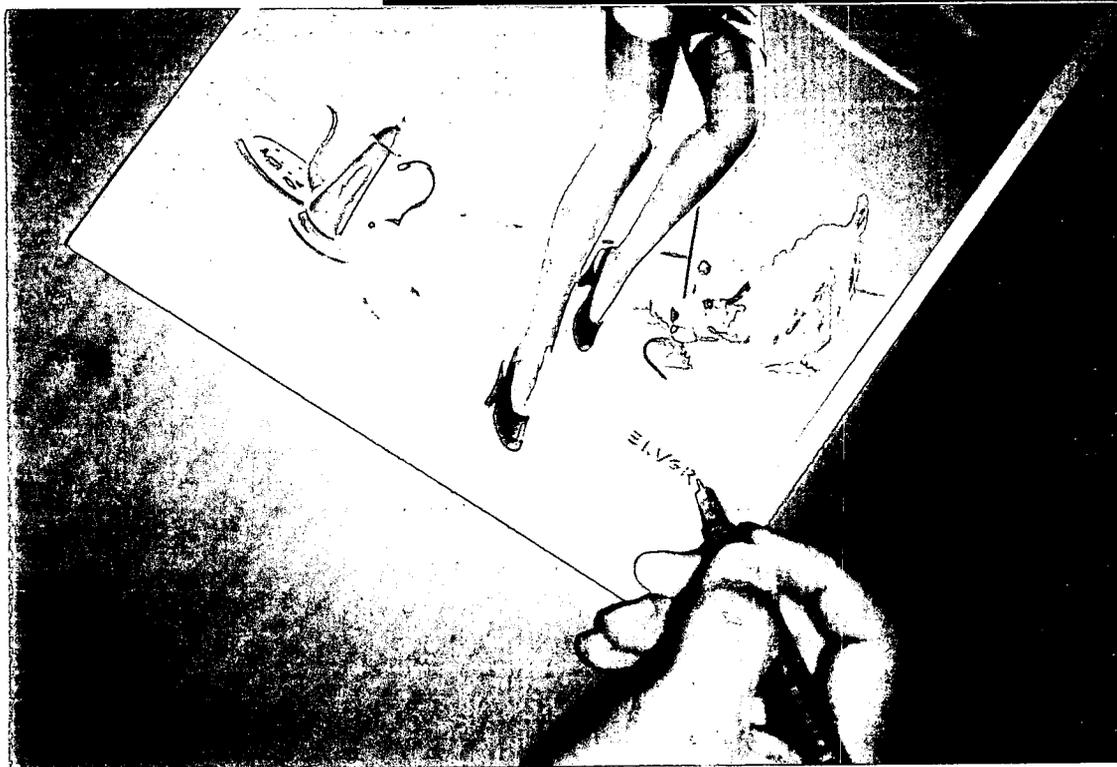


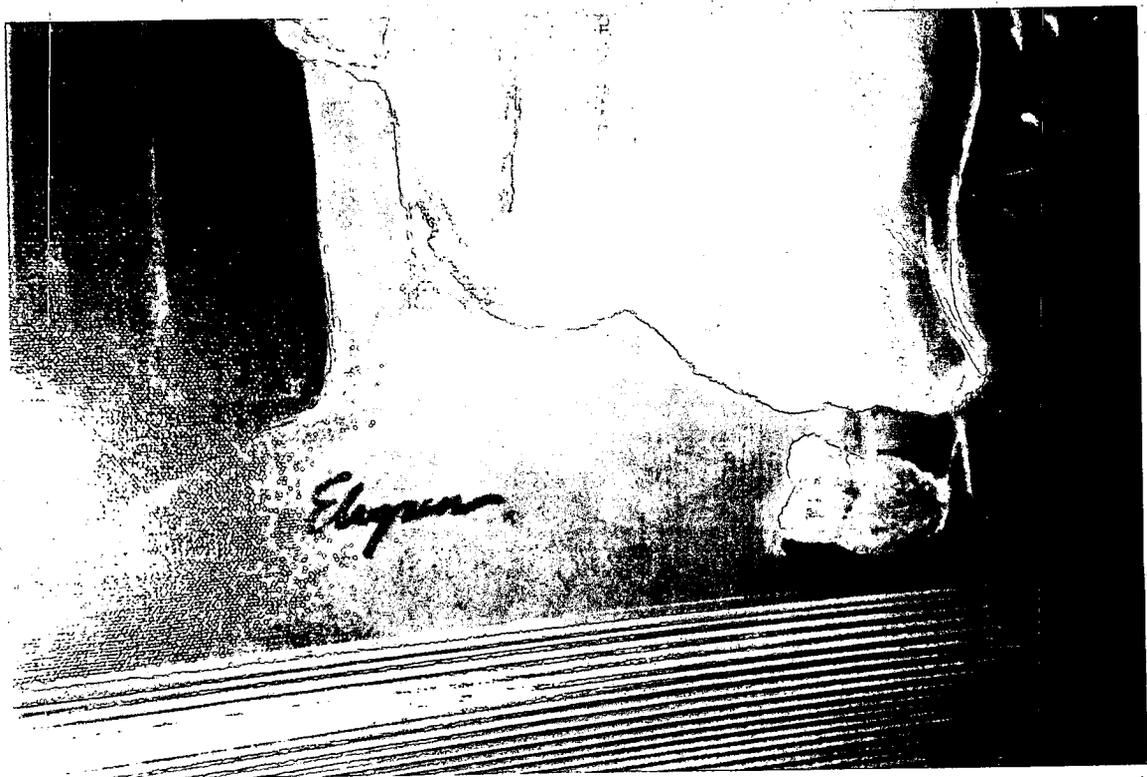












10. MISSEL WRB SITE
As of 2-5-06

CLAIMS TRADE MARKS ARE

FRAUDULENTLY REGISTERED

Pg #2 CLAIMS MISSEL & DILLARD
HAD TM CANCELLED FROM THEIR
PROCEEDINGS

To all who may have interest in the fraudulently registered trademarks of Gil Elvgren's signatures Following is a page from United States Patent and Trademark Office:

Here are the latest results from the TARR web server.
Trademark Applications and Registrations Retrieval (TARR)
This page was generated by the TARR system on 2004-08-17 11:49:58 ET
Serial Number: 75193332 Registration Number: 2095296
Mark

ELVGREN=

This page was generated by the TARR system on 2004-08-17 12:08:18 ET
Serial Number: 75193331 Registration Number: 2097819

Mark

Elvgren

(words only): ELVGREN
Standard Character claim: No

Current Status: Registration canceled under Section 8.

Date of Status: 2004-06-12

Filing Date: 1996-11-05

Transformed into a National Application: No

Registration Date: 1997-09-09

Register: Principal

Law Office Assigned: LAW OFFICE 107

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. VANCAS, J. DANIEL

Address:

VANCAS, J. DANIEL

Vanguard Gallery 1199 Forest Avenue, No. 225

Pacific Grove, CA 93950

United States

Legal Entity Type: Individual

Country of Citizenship: United States

GOODS AND/OR SERVICES

International Class: 016

artwork and paintings, namely, originals and reproductions of paintings, printed and painted reproductions, illustrations, prints, lithographs, gift cards, posters, and post cards, trading cards with art work thereon, portfolios, posterbooks, calendars

First Use Date: 1994-00-00

First Use in Commerce Date: 1994-00-00

Basis: 1(a)

PROSECUTION HISTORY

2004-06-12 - Canceled Section 8 (6-year)

2002-04-08 - Cancellation instituted for Proceeding (OUR CHALLENGE) ←

1997-09-09 - Registered - Principal Register

1997-06-17 - Published for opposition

1997-05-16 - Notice of publication

1997-04-12 - Approved for Pub - Principal Register (Initial exam)

1997-04-10 - Case file assigned to examining attorney

[Return To Contents](#)

GilElvgren.com

1. Introduction

By Louis Meisel

2. The Gil Elvgren Story

By Charles Martignette

3. Paintings

- a) 1937-44 Louis F. Dow
- b) 1945-59 Brown & Bigelow, The Early Years
- c) 1960-72 Brown & Bigelow, The Late Years
- d) NAPA & Sylvania
- e) Advertising, Story Illustration & Other Works

4. List of Elvgren Titles

This contains an alphabetical list of all copyrighted and commonly used titles as well as secondary and tertiary titles assigned to some paintings

5. Acquisition Information

Here you can find out where to purchase items with Elvgren

6. Copyright and Licensing Information

This page informs you as to where you may apply to license these images *LINK ONLY TO BB*

7. Elvgren Trademark Legal Brief

This is an extensive document concerning claims of trademark and copyright to Elvgren's work and the truth about this matter

8. Petition to CANCEL ELVGREN TRADEMARK

This document is the petition to cancel the above improperly obtained trademarks

9. The trademarks have been CANCELLED as of 6/12/04!!!

See notice from trademark office here.

10. Books and Products available from this site

- a) Gil Elvgren and his Great American Pin-Ups



11. SELECT LETTERS & EMAIL
1995 THRU 2004

PHOTO HISTORY of B & B's
OWNERS AFTER OWNER
MR. BIGLOW'S DEATH
ROUND MURDER
• CHARLES WARD -
&
CREW

11/12/1997 02:15 4086229034

VANGUARD GALLERY

11-20-96

November 20, 1996

Ms. Teresa Roussin
Licensing Manager
c/o Brown and Bigelow
345 Plato Blvd, East
Saint Paul, MN 55107
612-293-7000

SENT VIA FAX
612-293-7277

RE: Production Notification, Schedule "A" Modification, New Product Contracts, and Unlicensed Product Infringement

Dear Teresa:

This letter is in confirmation of several agreements and various topics of issues that we have been discussing for the past year. However, for the sake of time, I will keep the various items descriptive and to the point.

ITEM 1: NOTIFICATION OF POSTER AND COLLECTIBLE PRODUCTION: This is to confirm our several prior conversations in which it was agreed that I may produce posters and limited edition COLLECTIBLE prints called the "Pin-Up Portfolio" under the terms of the original contract identifying the art and images in "Schedule A", plus any addendums or additions which may occur in "Schedule A". The advancement of this product line ahead of our intended schedule is due solely to the fact that there is a flood of unlicensed products which have the same description and format.

ITEM 2: MODIFICATIONS TO "SCHEDULE A": We have both been waiting for over a year and a half for the transparencies from Meisel and the subsequent release of his pin-up book. Because B & B does not have the transparencies from the original artwork we have been recreating the art from your contact sheets referred to as "cromlins". It has been difficult and frustrating, but we have managed to produce many good editions this way. However, we have encountered problems with several titles and have marginal or deficient images. We agreed that I could trade off these problem titles for other titles with transparencies received from Meisel or other sources. We will be making requests to you for several new additions to our "Schedule A" and exchanges for deficient titles.

why doesn't a company so old not have good transparencys.

Because we have developed a gallery network and are establishing both dealer accounts and art reps both nationally and internationally, and because we are focusing all our promotional efforts and primary display space in our galleries on the Brown and Bigelow pin-ups, we therefore, have discussed the necessity of "rounding out" and having a broader library which would include samples from several of the major pin-up artists featured on Brown and Bigelow calendars. For that reason and with the notification that you have received the Meisel transparencies, this is to confirm my earlier phone conversations with you in which we would add several titles to the "Schedule A" from artists such as: Mozart, Moran, Runci, Metcalf, Armstrong, and others. We feel that this would be an important display of the historic Brown and Bigelow "Pin-Up Portfolio".

ITEM 3: LICENSING CONTRACT FOR COMPUTER PRODUCTS: For the better part of this year I have discussed with you my intent and have made requests for our computer product license. These items will include things such as: screen savers, mouse pads, and CD ROMS, along with brochures, and accompanying booklets. All of this material, though intended for retail outlets as "stand-alone" sales will also act as our catalog and promotional materials for the galleries and our Internet site. It was our intention to have the screen saver and mouse pad available this summer or fall in time for presentations at software conventions in Las Vegas in which 250,000 appeared. Our software designer and producer was present at a booth at that convention and was available and was keenly interested in making presentation of this product. He has also been to several other conventions in the past several weeks. We feel that we have missed several distribution and promotional opportunities. We are also disappointed that we do not have this product available at our galleries in time for Christmas sales. Due to this delay and the distribution of other unlicensed products, I have also lost an opportunity to sell this product to our Japanese clients who have shown a keen interest in purchasing and distributing in Japan.

Located on Lincoln St., south of Ocean, next to Cypress Inn
408-622-9034
Mailing Address: 1199 Forest, Suite 225, Pacific Grove, CA 93950

*Did
this
line
Ever
get
going?*

Page 2

November 20, 1996

I have been told for the last several months that I have the O.K. for these products and that the contract is completed and is awaiting Mr. Smith's signature. As you know, unlike our competitors, we try to play by the rules and it is our policy not to produce product until we have proper licensing authority. Indeed, we have been promoting and advertising to our clients that these products will be available soon, as you can plainly see from our approved advertising flyers that you have had in your possession for the past several months.

ITEM 4: GIFT AND POSTCARDS: This is to confirm that we intend to proceed with our original oral option to produce both a gift and postcard line to be used as both "stand-alone" retail sales and promotion of the fine art limited editions. Please, prepare the required contracts necessary to proceed with this as soon as possible.

ITEM 5: PLAYING CARDS: Earlier this year, we discussed an idea to reproduce the original Gil Elvgren playing cards. We agreed that that would be a great idea and you said that you would have Brown and Bigelow produce them "in house". We have later since discussed the possible release date of sometime in the fall of this year with the intention of being available for Christmas time sales. Though you would be the producer for this product, I requested that an apportionment of this playing card edition be set aside and specially labeled as the Vanguard Limited-Edition Custom Playing Cards, as we felt that we could sell the specialized product for more money than the standard reproductions. We also recommended that you would not imprint a suggested retail price on the box and allow regional prices to bear. We began to announce to our customers and clients that these cards would be available and all have shown keen interest and we have had several phone inquiries about when the cards will be available. We believe this will be a successful production, and we further agreed that a limited edition collectors proof of the entire deck uncut would be set aside for specialized sales through the Vanguard Galleries. Because the artist is deceased and that I am the fine art publisher and the remarkable artist, on the deluxe Elvgren pieces, many of our customers prefer or request my signature on their collectibles as an enhanced value.

As you know by the various advertising samples we have submitted to you by our FAX, we have been promoting the future release of these playing cards. Please, notify me of your current production schedule and when exactly these products will become available. Additionally, we requested prior that an insert be made available in the playing cards to announce our other Elvgren products and galleries. We believe, that anyone who buys and collects these Elvgren playing cards is our potential customer and this added opportunity will benefit Brown and Bigelow with enhanced royalties from the sales to this new customer base. This opportunity to find new clients for the Vanguard Galleries should NOT be ignored. Please, assist us in coordinating and dove-tailing this promotional effort.

ITEM 6: UNLICENSED PRODUCTS REPORTS AND PROOF OF COPYRIGHT FILE REQUEST: I have been reporting for over a year that there has been products produced that compete directly and indirectly with my product line. In addition, these individuals have either claimed that they possess your copyrights to the art images and/or claiming that they have the right to produce because these Brown and Bigelow images are now public domain. I and my gallery directors have been investigating and collecting product samples and I have been reporting to you without delay. I have requested your help to effect a swift and immediate correction of this problem. I have also requested confirmation documentation of your copyright files and have not received them to-date. Please, submit the copyright files regarding our "Schedule A" and the various artists and images that I have requested by "option". This file is imperative for me to protect and defend the underlying Brown and Bigelow copyrights, as well my licensing authority to produce, promote, advertise, display, and sell these fine art limited editions, posters, collectibles, and related products.

ITEM 7: UNAUTHORIZED ADVERTISING: I have been reporting over the past year that there has been unauthorized use for the purpose of advertising products both licensed and unlicensed, and self promotions for separate use. As you know, when I advertise I call you and notify you by phone of our intent to advertise and the nature of our promotions. Upon your request, we also send FAX to you confirmation of our display and have done so on a regular basis. All of our advertising states that the artwork is copyrighted B & B U.S.A. There are a number of promotions advertising and use of your copyrighted images that are used for separate purposes and conflict directly with our expensive promotions. In effect, these unsolicited individuals are taking a free ride on the backs of our authorized and expensive gallery promotions and displays.

Page 3

November 20, 1996

★ This is causing unnecessary confusion in the marketplace as to who has what authority and indeed, some are claiming the B & B copyrights for themselves. As my collectors are sophisticated and are spending considerable amounts of money to collect our B & B licensed products, they are now questioning our galleries authority and/or the power of B & B to control and protect their underlying values. Now, with the flood of unlicensed products and copyright misrepresentation, our galleries have been contacted by our clients confused or alerting us of this problem.

★ For over a year I have been warning Brown and Bigelow of the pending flood of unlicensed products targeting our licensed Brown and Bigelow pin-up art as well as our promotions. I have also warned that if left unchecked, this would have a negative impact on our promotions, sales, and development of new galleries and dealers. The wide scale overproduction of cheap and unlicensed goods will both devalue this art and make it common place.

★ Needless to say, all of our gallery directors are alarmed, worried and disappointed. Because we have a policy not to sell any product that has questionable authority or is unlicensed, we will not sell these cheap products. This too is a disadvantage to us, but we do not intend to convolute or dilute our licensing authority and it's underlying copyrights held by Brown and Bigelow. Because of this, your help and assistance is most urgently requested without delay. At this time IF B&B ignores this situation then allows "gentle buy-outs" by the unlicensed, will only signal to the many others that B & B is toothless, clawless, and ineffectual. As I warned B&B for over a year, that any policy to allow the unlicensed to buy their way out with little consequence sets the precedent for anyone to produce and sell with a "catch me if you can" attitude.

★ As you know that is not my policy and I do not work that way. I respect your authority and your copyrights and I now wish that my license authority and presence be known without the distractions of unlicensed profiteers riding on the back of our successes and promotions. We can not allow anyone the discredit our galleries, and the devalue our licensed B&B products in the process.

★ Therefore, please stop the action of any company, publisher, artist, gallery, retailer or any other that conflicts with and/or convolute our promotions, gallery displays, art representatives, and exclusive products. Additionally we wish that B&B would stop anyone who violates copyright, or falsely claims the ownership of the copyright, claims that this B&B art is public domain and/or uses our same promotions and art images for their separate unrelated promotions*. All of this neither benefits or credits B&B nor does it benefit our products and galleries.

Thank you for your time and attention in this matter.

Yours Truly,

J. DANIEL VANCAS

Director

Vanguard Gallery and Elvgren : Art Publications and Products

*One of several example of which could be found in "Mobilia Magazine" article titled "Huba-Huba-Huba!" which uses "Help Wanted" without credit to B&B or Vanguard, however it openly promotes those who have produced unlicensed and unauthorized pin-up products.

VANGUARD GALLERY

September 22, 1997

ON SAN CARLOS & 7TH STREET, CARMEL
FORMERLY ON LINCOLN, SOUTH OF OCEAN, CARMEL
MAIL TO: P.O. BOX 7018
CARMEL, CA 93921-7018
U.S.A.

Ms. Teresa Roussin
Licensing Agent
Brown & Bigelow
345 Plato Blvd., East
St. Paul, MN 55107
PH: (612) 293-7000
FAX: (612) 293-7277

Phone 408-622-9034
Fax 408-622-9034 *51

SENT VIA FAX

RE: "VANGUARD PRESENTS: ELVGREN'S PIN-UP PORTFOLIO"
(A Promotional/Calendar/Brochure)

Dear Ms. Roussin:

For the past two years we have been developing several art brochures and promotional concepts to increase the sales and market of our Brown and Bigelow licensed art products. Of the many "mixed use" concepts that we have agreed to produce to promote Vanguard's art line, items such as gift cards, screen savers, mouse pads and many others, one of which was a calendar/brochure to act as our catalog. The description and requirements for this promotional material is to follow.

DESCRIPTION: This promotional material will contain a biography of the artist, a description of our art for sale, who Vanguard is, as well as the usual and prominent display of the Brown and Bigelow U.S.A. logo with legal copyright notice and markings as required.

This letter is our confirmation of our prior discussion and correspondence. This is to let you know that we will produce a promotional brochure in calendar format to be used as both advertisement and a hand-out at our gallery for the purpose of advancing the sales of the limited edition art as available on the "Schedule A". Our option to do so is provided for in the advertising and promotion section of our contract and the reasonable and fair use that governs our requirement to promote and advertise our licensed art in the best and most cost effective means available to us; to reach the widest market share.

We will be following this with identification of the Brown and Bigelow images that will be selected. I will use the most prominent and interesting Elvgren pieces that will encourage the sales of our more popular art pieces. This will potentially increase the revenues for both B&B and Vanguard from licensed fine art sold. Our primary agenda is to promote our fine art line, and to that end this item will be handled appropriately. However if the distribution of this brochure/calendar

Page 2

9/22/97

Brown & Bigelow - Promotional Materials.

results in any profit potential, we will be glad to share those profits with you per the usual percentages as described in our agreements.

As you know Brown & Bigelow has a recent history of unlicensed products ~~★~~ unfairly competing with Vanguard's licensed B&B art products. Many have denouncing and/or challenging B&B's copyrights. Copyrights which the values of my licensed art were secured by. Indeed, to protect your copyrights and my license I personally have acted as your both investigator and advocate, with your knowledge and approval. All at my costly expense of both money and time.

In the past, and in a timely fashion I presented to you unauthorized product ~~★~~ samples, limited edition prints, magazine feature art, calendars, prints, screen savers, postcards, and many other products and catalog advertising just to alert you of this dilemma. Now because of this growing and still unchecked concern is now effectively eroding our art sales, Vanguard's now more than ever, needs your help to compete and promote our established and licensed B&B art line!

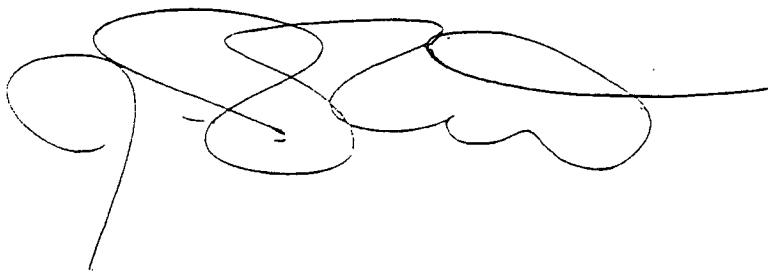
Just as the unlicensed have created unauthorized promotional products, based ~~★~~ on self promotion with little or no license authority; conversely Vanguard who is a viable authority of renown, must not be cut off at the knees when unfairly competing with freelance garage and magazine publishers, common copyright pirates, gallery owners and private collectors who think that... "if they own the art they must have all the rights to copyright!" ...or as I was warned "Brown & Bigelow will be so overwhelmed... they will not be able to stop the piracy..."

Now, more than ever, Vanguard must be allowed to maintain a highly visible profile with our promotional materials. As we are the licensed and credible art source. Now due to our overwhelming need and the required timing of production, requires Vanguard to proceed ahead without further delay.

We thank you again for this opportunity as a indication of your renewed support of our licensed fine art products that we produce!

Yours Most Truly,

J. DANIEL VANCAS
JDV:hs



VANGUARD GALLERY

ON SAN CARLOS & 7TH STREET, CARMEL
FORMERLY ON LINCOLN, SOUTH OF OCEAN, CARMEL
MAIL TO: P.O. BOX 7018
CARMEL, CA 93921-7018
U.S.A.

November 13, 1997

Phone 408-622-9034
Fax 408-622-9034 *51

Ms. Teresa Roussin
Licensing Department
Brown and Bigelow
Ph: 1-800-457-0217
FAX: 1-800-828-1745

FAXED
11-14-97

RE: "Schedule A" and Trademark

Dear Teresa:

This is a confirmation of our conversation of the preparation and delivery within the week of the two reproducible transparencies from the original art of: "Inside Story" - girl with x-ray and "Decision Wow" - girl on witness stand.

This letter is a reminder to make sure that it is sent to our mailing address:

Vanguard Gallery, P.O. Box 7018, Carmel, CA 93921

In the past, your shipping/mailing department has mistakenly tried to send by U.S. Mail to our street location, which there are no street addresses in Carmel, and by policy, the U.S. Mail will send it back. This way things get lost and damaged, and take several weeks in routing.

Please, be advised that due to time deadlines and constraints we do not have the time for such and error. Your attention to this detail is greatly appreciated.

On another matter. In the past, we have notified you of our intent to get the Elvgren Trademark to better protect the integrity of our fine art reproductions and to dissuade and discourage unauthorized/unlicensed reproduction of all art causing over proliferation/saturation of the art, which would result in devaluation. My Trademark will also act to enhance and protect the values of the art itself and investment of the individual collectors to date of the art they have now procured.

For that reason and for many other good reasons, we again submit to you copies of our Trademark and make requests that all Elvgren licensees and producers of and advertisers of products which incorporate the art and name "Elvgren" to include: a (R) next to the name "Elvgren" and also, on the signature of the art. All products, Internet sites, display materials, advertising, boxing, and other, that

Page 2

November 13, 1997

RE: "Schedule A" and Trademark

have Elvgren art and name must include the (R), plus the following statement: "Elvgren is a Registered Trademark of J. Daniel Vancas, Vanguard Gallery, and Elvgren Fine Art Publishing, Carmel, California. All rights reserved." This is to be included with and addition to the appropriate requirements for the (C) B&B U.S.A. All rights reserved, as Brown and Bigelow directs their licensees.

Please, notify all of your licensees immediately so that there is no confusion in this matter. We will not unnecessarily withhold Trademark licensing, nor is it our intent to be userous in this matter. Our primary intent is to protect the integrity of the Trademark, as well as the Elvgren product line as a whole, and to offer customer confidence when buying and collecting products which incorporate both the Elvgren Trademark and the Brown and Bigelow copyright artwork.

We thank you for your attention in this matter. We feel it is very important and essential at this juncture to protect our investment so far in the Elvgren art. We feel that your cooperation in this matter would also be of great enhancement, both to consumer confidence and the future of the Vanguard/Elvgren product line as well as the value of your Elvgren copyright.

In the future, let's work together for our common good in this matter.

Yours Truly,



J. DANIEL VANCAS
Director
Vanguard Gallery
Elvgren Fine Art Publishing

JDV:hs

VANGUARD GALLERY

ON SAN CARLOS & 7TH STREET, CARMEL
FORMERLY ON LINCOLN, SOUTH OF OCEAN, CARMEL
MAIL TO: P.O. BOX 7018
CARMEL, CA 93921-7018
U.S.A.

Phone 408-622-9034
Fax 408-622-9034 *51

9-29-97

800-628-1745

ATTN:

Ms. Roosini

FAXED
9.29.97
\$ 11.14.97

HARRIS IS THE COPY OR
MY TRADEMARK ON THE
ELVGREN. NO 2,097,819
AND NO. 2,095,296.

PLEASE USE THE FOLLOWING STATEMENT
WHEN USING THE ELVGREN NAME/ART.

Elvgren® ← E L V G R E N = ®

ELVGREN IS A REGISTERED TRADEMARK OF
J. DANIEL VANCAS, VANGUARD GALLERY, CARMEL, CA.
ALL RIGHTS RESERVED.

PLEASE ADVISE YOUR LICENSEE, AGENT AND PRODUCT
DEVELOPERS TO USE THIS ® AND NOTICE ON BOTH PRODUCT,
PROMOTIONS, AND ALL ADVERTIZING OF ELVGREN (ETC.)
NAME/ART

THANK YOU DAN VANCAS

COLLECTOR'S GALLERY OWNER "FRIENDS OF MAISEL"
VANGUARD GALLERY

ON SAN CARLOS & 7TH STREET, CARMEL
FORMERLY ON LINCOLN, SOUTH OF OCEAN, CARMEL
MAIL TO: P.O. BOX 7018
CARMEL, CA 93921-7018
U.S.A.

November 13, 1997

Phone 408-622-9034
Fax 408-622-9034 #51

COLLECTOR'S EDITIONS
9002 BETHUNE AVE CANOGA, PARK, CA. 91304

Dear Gallery Director: 818-700-8431 - 818-700-2324 R

This is an announcement to let you know that Vanguard Gallery has a world exclusive licensing contract on the "Elvgren Pin-Up Portfolio", and we now are excited and proud to announce that we own the Elvgren Trademarks.

What does this Trademark mean for you? Look for the Elvgren/Vanguard (R) on ALL products displaying ELVGREN artwork to be assured of AUTHENTICITY, quality, and value.

★ Enclosed, you will find an announcement, as well as copies of our Trademark.

We have a large selection of limited editions, hand-painted replicas, and collector prints.

If you or your clients are interested in this art, we would like you to know that you may purchase directly from us, the world exclusive fine art publisher, these fine products that are protected by our Trademark.

We want you to know that we cooperate with dealers and galleries. The artwork is available on a wholesale basis.

Yours Truly,

J. DANIEL VANCAS
Director, Vanguard Gallery
Remarque' Artist
Elvgren Fine Art Publishing

NOV 13 1997

JDV:hs

BROWN & BIGELOW

Remembrance Advertising®



345 PLATO BOULEVARD EAST • ST. PAUL, MN 55107 • (612) 293-7000 • FAX (612) 293-7277

DATE: February 15, 1995

TO: Vanguard Gallery
ATTN.: J. Daniel Vancus
FROM: Linda Sue Johnson
PHONE: 612-293-7224
FAX: 612-293-7277
NO. PAGES: 14

Dear Dan,

Following you will find a copy of the contract I will have routed to management for approval. Please review and see if this is acceptable to you. If you have any changes please call me.

You will note that on page 3 I have added the "and retail" to the contract (3b.) and it will be added to the final version that will be sent to you.

As soon as I get your go ahead I will submit it to management for approval.

On another note, as I tried to explain to you yesterday on the phone, our out of town guests were in my office as we spoke, therefore I could say very little to you. If you have specific concerns or if you are warning me about potential problems, please let me know. Brown & Bigelow is working with the Louis K. Miesel Gallery as far as background information and artist biographies for his forthcoming book. However, neither he nor Charles has asked or shown any interest in obtaining permission to use our artwork in anyway but in this book. If you know for sure that I am being misled, I would appreciate any information you can give me.

Hope you have a good day, and I look forward to hearing from you soon.

VANGUARD GALLERY

Ms. Linda Sue Johnson, Licensing Director
Brown & Bigelow
345 Plato Blvd. East
St. Paul, Mn. 55107
Ph:612-293-7000 FAX:293-7277

SENT VIA FAX
Feb. 14, 1995

RE: Acceptance of Brown & Bigelow royalty fee, agreements &
Production scheduling of the Elvgren portfolio.

Dear Ms. Linda Sue Johnson:

Happy Valentines Day! I am very excited and pleased to confirm our agreements on the exclusive Elvgren art portfolio of a numbered, limited edition art prints. As you know I have already accepted Brown & Bigelow's royalty fee agreement and contract terms as described over 2 weeks ago. I've had my annual gallery show since we again confirmed these exclusive agreements. Though you told me that there wasn't anyone else interested in a fine art project, I wish to thank you for assuring me that I had the "first rights" to this product licensing and you were preparing the agreements asap. Because of my confidence in our agreements this exclusive and "first right" to proceed, I made a special effort to present and unveil the "Elvgren Portfolio" and announced the release of "Help Wanted" both at my annual art show and directly to my many fine collectors. As expected the response was favorable. Because of this and my clients requests, the production schedule for "Help Wanted" L.E.print is underway. Please fax me your written agreements asap so I may deliver to the collectors without delay.

Meanwhile I have also assembled a excellent portfolio of very marketable originals, to present, not only for the first releases, but to support continue development of many more fine images that would highlight the best of Mr. Elvgren's work as a pin-up artist during his tenure at Brown & Bigelow. "Help Wanted" is now on display here along with many other fine originals of a similar venue.

As you know we will exclusively offer the limited editions both retail and wholesale to my established clients and market directly to the "trade". Later, I would like to discuss my many other creative ideas and development proposals that I have. Products that would be mutually beneficial for Brown & Bigelow and open a untapped and ignored market segment.

Again thank you for your continued assurances, attention to detail and hard work in this matter.

Yours most sincerely,

J.Daniel Vancas



Located on Lincoln St., south of Ocean, next to Cypress Inn
408-622-9034

1996

November 22, 1996

Mr. William Smith Jr.
Mr. Philip Jungworth
Ms. Teresa Roussin

SENT VIA FAX 11/22/96

Brown & Bigelow
345 Plato Blvd., East
Saint Paul, MN. 55107
612-293-7000

RE: Vanguard's/B&B art product promotions and development report. Unlicensed Product Investigations, Aquisitions and Notifications & Misuse of Copyright.

Dear Mr. Smith, Mr. Jungworth and Ms. Roussin:

As you know that I spoke to Mr. Smith by the end of this day, after leaving several messages on voice mail prior with both Mr. Smith, Mr. Jungworth and Roussin on this important matter. First I spoke to Mr. Jungworth, who stated that he couldn't talk and was going into a meeting, I asked him if he had received any messages from my attorneys, and he said he had not received one call or message from them. Later in the day I reach Mr. Smith, because a used a separate office number, other than the "voice mail" phone number issued at the front desk.

My calls and conversations with you were regarding my reports of the many unlicensed use and copyright violations that have focus and disrupted our licensed art and and products. Though Mr. Smith stated that he did not have the time to speak with me at length, he did inform me that he will be speaking to me on Monday regarding the resolution of the unlicensed by collection of damages, royalties and new contracts. He stated that it is B&B policy to collect damages royalties and then contract with the offending parties. I informed him that their were both infringements on my licensed images and on my proprietary relationships, authority, promotions, advertising and display. I stated that these product lines with their "false claims of copyright" pretends that these unauthorized publishers are the authority, if not the license holder and that there is no other. I stated that all of these parties both knew of my propriety, license and special relationship with B&B. Mr. Smith stated that he is working it out with Mesiel and Martinetti ("M&M"), that they will pay damages to B&B for back royalties and that their products should not be a problem. Mr. Smith said that he will deal with Donld Rust, who is copying the Elvgren images that I product and selling them through galleries, OhlPhillips and on the internet. I was not given the details of how that issue would be resolved.

Regarding the M&M product line I said that licensing after the fact set president to the unlicensed pirates and more importantly, the damaging effect of the M&M products promote them as some authority that hold the copyrights. By the nature of these products, and their

gallery. Now that we have grown to three galleries, with the focus on the B&B pin-up's, the Vargas sales have fallen, despite the fact that we now have 3 times the exposure of their main gallery. Our main gallery is in Carmel. Carmel is the largest art market in the west coast. Carmel with our neighbors of Pebble Beach and Monterey, receive millions of visitors from around the world. These fine art products, though newly introduced have traveled the world as well! Because of this fact, and the fact that I am the "remarque" artist of these pin-up's art productions, all of the illustration and pin-up collector's know of me and the Vanguard's. Now, as the B&B pin-up remarque artist and publisher, my autograph is important to the collector's as enhanced value on these fine art products.

Because of this focus and our commitment to the B&B contracts we have advertised both locally, nationally and internationally. This art and my gallery has been featured on SF/Bay Area TV, national and local magazines, newspapers and on internet. I have been invited to speaking engagements and to write articles on this subject. I am currently being interviewed for a proposed article to be published in an international magazine. Most of our sales and all of our available funds are focused on the development, creation, promotion, display, and sale of the licensed B&B art product.

All of this effort and investment, which is now evident by the creation of both art products, and 2 new galleries resulted directly as a faith and belief that our B&B license would protect us for the assault against our fine art products, our galleries and the underlying copyright that has now accrued.

As I have spent untold hours investigating and my expense in acquiring these unlicensed products, (for legal exhibits) then reporting faithfully and timely to your agent, well ahead of the productions and release of these same products. I now feel that was costly distraction, which was required to protect our investment in the B&B licensed products, promotions and the gallery developments. Now that it is evident that B&B intends to reward these parties with a license after paying royalty to B&B is causing me great concern. I have reported that this was their intent from the onset, if and when "caught". They told me that they could say, write, publishing anything! And if caught, it would be too late... their contingency planned that B&B would issue a license after back royalty was paid. Indeed, earlier this year, one of their associates told me of their "bold attitude" to disregard B&B's copyrights, ..."Dan, you don't understand, there are so many products being produced in Europe right now, Brown & Bigelow will never be able to stop them... they (B&B) will be overwhelmed and will not be able to stop the flood of art!" ...then he told me where for a price I could buy B&B pin-up art transcriptions. They all felt at that time the leverage against B&B and ME, the Vanguard, was that fact that they held these transcriptions that B&B and I needed. "M&M" choice to hold back the trans, offer copies of these transcriptions for a fee to anyone wishing use, and the creation of all those products in which he claims to be both the authority and the copyright holder was frontal assault to stop the growth of Vanguard, and to discredit us... The licensed fine art publisher and to "Overwhelm Brown & Bigelow".

distribution, and even the use of our licensed image on our format, is a direct violation. This resolution would not be accepted by me... or the other Vanguard Gallery directors that are very upset about this. How can we sell these products, when these products contradict the truth of who holds the copyrights, and further state that their group is the only authority? I told Mr. Smith that this and other unlicensed publishers are offsetting our promotions and sales and damaging us. Who is going to answer to this? If M&M, Rust, Coopen as well as all the others answer only to B&B, then buy their contracts with damage settlements to B&B, without address us at the same time. I stated these people were holding back and "timing" their releases by riding on the back of our promotions, established values and first success.

I raised issues of both the damage suffered by Vanguard and our B&B art products, and maybe more importantly the long range effects that copyright misrepresentation and false claims of these copyrights would have on our business and the values of the art now established. Because, B&B historically had its focus on more simple product licensing and productions, you may not have the understanding of the long range negative effects that these unlicensed products will have on our galleries and sales.

Because of the very serious nature and the wide scale distribution of these products, I first sought the help of Brown & Bigelow licensing agent Linda-Sue Johnson, by reporting to her the various intents and comments of the many individuals now involved. At that early time, these same individuals did not know who I was, nor my relationship to B&B. Many of them claimed that they and I could produce any B&B products because most of it was "public domain". Others stated that B&B was ignoring the re-filing of copyrights. Some told me which ones had "fallen off". Most of this information was gained, and I reported this to B&B even while our first contracts were being written!

The B&B licensing agent and I had both agreed how important it was to me to know that, when licensed the art and products produced would be protected. I explained that I intended to "show case" these B&B art products with primary display and promotions at my Vanguard Gallery, and intended to advance these B&B art through the development of additional Vanguard Galleries, art reps, and available to other galleries. Because of my long range plans, and my commitments to this gallery concept of showcasing the B&B pin-up archives; from the onset I was assured that my licensed art products would be protected from all forms of infringement, mis-representation and unrelated unauthorized promotional displays of this art.

VANGUARD'S AND ELVGREN : ART PUBLICATIONS A GENERAL REPORT: Now that almost two years has past, I have produced and producing 34 B&B images (and that list is still growing) and have 3 galleries, in Carmel, New Orleans, and Atlanta, and art representation in Japan and in Europe. Also in that time we have become the worlds largest pin-up gallery!

Though I am licensed by the Vargas Estate, and offer there other product art lines, they are upset with me because of our focus on the B&B pin-up archives, since receiving our contract with you! You see prior to the B&B contract I was their largest publisher's account outside of their main

However, I have informed B&B well in advance and in time to take action corrective action. Even as early as summer of 1995, when Meisel's book... "Was delayed", and he refused to turn over transperencies to Linda-Sue, I had already warned B&B the lay of the land.... This was a big red flage I said repeatedly, becuae they were holding these trans, as some kind of randsome. I knew and reported then that Martenetti had claimed that this art was public domain, and that he intended to reproduce this art. For me it was to late I was now committed to this project, with the assurances from B&B that they had control over "M&M" and the various other that I had reported.

With the releases of the new editions, and the openings of the other two galleries, in the last 8 months I have been reporting with ergency the progress of these various copyright pirates and raiders. But nothing was done. For the past 4 month I was told that "Notices" would be issued by B&B, and that I would be protected to this date not one notice after 18 months of reporting has been issued. For the past 3 month I have asked for the copyright files, so I can do something to protect myself, I was promised the files, yet I have not received them. I was told that B&B legal and licensing is just too busy. So I met with my attroney and presented the unlicensed products. They are very aware of the ramifications that these product have on our business and the effect that they have to discredit the B&B copyright. They offered their services on contingency and said that they are prepared to act without delay! They offered their services to protect both B&B copyright and my lisenec. I presented and introduced them to B&B through several phone communications. I then asked you to call them without delay, when I found this inventory in NJ, but not yet in full distribution. At that time I asked that this, the most damaging inventory should be froze in the warehouse by court injunction, until this mess could be straightened out. B&B did not respond. My attorney and I did not want to take separte action. We wanted to work with you. My attorney's called, sometime as much as 3 times in one day, and almost daily for the past month, yet no one from B&B took the call. messages were left, and no one returned the calls to them. I called and insisted that these calls be returned.... yet no return the call. We could not understand why you would turn down "free legal" from your licensed publisher.

I have been instsiting, every week, "where are my copyright files and the "Notices" that you said would be forth comming. Now I feel that all my work to protect both B&B, the "Vanguards" and our licensed publishing interests had no effect and was in vain.

Again for your record I present just some of the more important repotings of copyriight violations, infringement and false claims:

- 1.)

From: <VANCASGIRLS@aol.com>
To: <OConnor@horanlegal.com>
Date: 10/1/02 6:00PM
Subject: MIESEL a brief history of Intimidations, Racketeering Pinup art

REGARDING MIESEL'S UNSOLICITED EMAIL
TO JANET at merpearls

Dear Mark, and concerned:

I am too upset to talk... I am in a state of fear... writing this a flood of 6 years of threatening memories come back.

Because of this long time warfare and stress, I react much like someone in combat. Of Dillard and goon sneaking around my gallery at 2 am and of all the death threats and reports that Miesel and B&B are connected to gangsters and the mob.

Experience with Miesel for over 7 years has taught me that, bad things always happen after one of these unsolicited contacts and threats from Miesel come. This is a tip of the iceberg of his rage, anger and hate against me.

As you know, Miesel continually threatened me, and intimidated my clients and even my former family.

By threats against me both verbal and in person threats to 3rd parties, that I will be killed, that he would have me killed and that he would or will hire a hit on me...that my inventory is to be burned or my gallery to be burned out...

Art Amise, my client of many years, who lent me money 3 years ago in 2000, was threatened many times for helping me ... and trading in original Elvgren's and other art with me. In 2000 He took collateral my paintings for his loan and all those that were in the know about this promised to him to keep this secret, because Miesel would surely kill or hurt him if he ever found out. At that time I was living in my gallery and most desperately trying to defend myself against "him and B&B acting "in concert".

Other Art dealers of mine were also intimidated, some demanding refunds, other took off with my consignments.

So of my consignors, where intimated to remove my art because Miesel and Charles Martingette said I would be killed and my gallery would be burned down. These consignors of valuable art were then so scared that they removed the art. One even was scared and shaken, and said that what he told me he would never repeat again... and despite the fact that My client offered him \$35,000 cash for one painting, he then took this painting and was so intimidated by Miesel, that he sold this same painting for ONLY \$25,000, and told me he "did so only to get away from Miesel...to get out!" , as he now had no other pinup painting he was out of the cross hairs of Miesel, and intimated.

Barbara a gallery Director from NYC, now in San Jose, Chabot Gallery in the Barn Yard, said that she knew about Miesel over 25 years ago and said for me to watch out he will get you, he is connected... and that it was well know then that he came to power by accepting mob money to launder money into art

deals and schemes.

Charles Martingette of Florida and then partners with Meisel, (where most of all Miesel's art collection is stored in several warehouse)... started screaming face to face waving a loaded pistol in front of Scott McCallum of Seattle Washington: that, "THEY' Have hired the hit on Dan Vancas, and he will be killed if he doesn't give up the trade mark and close his gallery"... and followed all the nasty emails, and virus attacks on my web site and my email... flooding hundreds of emails over and over saying "I need health Insurance" "I need life insurance"...spamming me over and over...

Then closing all my art dealer's accounts on ebay... closing my past accounts on ebay... and no one in this small market want to touch me to do business with me...

During this time, my web site was continuously hacked into and destroyed ... then Meisel took my elvgren.com registration, when I lapsed paying it by only a few days. Using my established Internet address, started a 4+ year long slander campaign against me, my business and my art productions. Since late 1997, all this time I never contacted Meisel, never harassed him in any way. Nor have I ever discouraged anyone from buying original art from him. The contrary is indeed a fact. I took the high road believing in justice in some measure, that never came. I have never done any business with Miesel, nor do I knowing complete with him. The last contact was in late 97, in the form of an official notice of trademark registry, a one page fax. That was it.

Barbara Hoffman of Playboy of 35 years (and personal friend of Vargas) years said 3 weeks ago that she thought Miesel was connected....That he had disrupted Vargas values in false publicity to the media of low values that made the press to contradict Playboys established values their big push by to sell off Hef's Vargas originals though a widely publicized auctions...

Meisel was hunting for the best at the lowest. Despite not selling, he always seems to have the cash to keep on buying and buying and more buying, then he bought this house offshore, in San-Martin, (see attached) while living the up life in NYC even in a bad economy ... as an art dealer of pinup?

You figure it out! I tried to approach my girlfriends gallery to sell art to them. They have a base in SF, locations in Carmel and NYC. The owner knew Miesel, said that they were business neighbors, and said that he was "very very Powerful" and that was the end of my presentation and opportunity...They will not touch me.

My high school friend who is the official Vargas Publisher and has a gallery in San Francisco, is connected to Playboy, and reps the art of Ron Wood of the Rolling Stones...also is scared not to tangle with Miesel, over me, so he will not rep me in SF...

There are not many opportunities here... Miesel said he would destroy my name from the art market! He said that if "I move offshore he and B&B will hunt me down to the ends of the earth and destroy me". He is researching my past debits, encouraging B&B to intimidating my ex-wife who ran away, with bogus, post settlement harassment claims!

I could go on and on... But what is the point. I need a ROE but what would be the point of that? He would just get more pissed and send someone to hunt me down.

I paid for an OR last year and sent \$10,000 for that and action on Miesel and Dillard, and the attorney ran off with my money and took my files! Miesel got to her. I still have most of the file, she still has not return them or my money.

Meanwhile I had goons coming at me in my gallery till the very end and even after the settlements.

This history of all this is, and the snake pit of the Minn. courts is just too much for me to mentally absorb and process...

All I know is that I have rights, hard won rights and have created markets and I have a proprietary rights ... and have been continually excluded from enforcing my rights, earning a living, and maintaining a business by Miesel and B&B's manipulation of courts, ebay and threats and force.

I have found no real justice or solace. My fear is starting to turn into anger, when I do not have the money to buy food, pay my rents to be able to pay for my child support and my daughter and granddaughter and grandson also need my help.

I do not even have the money for my own physical therapy needed post hit, care or help, let alone the money to visit my grown daughters and grandchildren.

To that end I had already assigned and exchanged for unpaid rents my remaining inventories to my friend, Janet to sell off the inventory to meet my obligations with her...

To that end Miesel once again is willing to attacks third parties, and her auctions, just to get to me.

Mark I have had enough... He acts like a gangster, he talks like a gangster, he sends goon to my business like a gangster...I have been told by many people that he has been connected for over 25 years ... so what else can he be?

I need "protection" from him as though he was a gangster... And he is willing to act outside of the edict and decorum of law and procedure.

What then am I to do? Will a person like this ignore a R.O. and have contempt to any rule in my favor?

Of course that is why I was struck by that car only hours after given threats not to file in court and change venue, and threatened to "give up and give up my Trademarks".

Then ignoring the threats I was hit after I file the court papers in BK... with a hit and run accident at over 65 miles per hour. So you see I am seeking the shelter of BK once again, I can't pay or be subjected to the

tyranny in favor of B&B; and so that changes jurisdiction out of the corrupt Minn. courts. As stated before, it was only a generation ago that B&B was itself controlled by the most powerful gangsters there. Charlie Ward, took over Brown and Bigelow after Bigelow met him in the Fed Pen, and then the investigator said, but never proved Charlie Ward removed him, and his body was never found. That organization of B&B was then run by a who's-who of gangsters and hit men. The Senior Judge of Jams (about 70 + years old) came into my gallery and look at this photo of B&B, that Miesel proudly put in his book on Elvgren, and rattled off a who's who of names... and said some of them had been before him when he was a Federal Judge.

PS: I haven't been able to contact anyone in the Elvgren Family... I am sure given that many are Fundamental Christians, that they would not want to be associated with this type of behaviors, so common with gangsterism...

I frankly just do not know what to do. Ebay IS the biggest market for this pinup art, and I was the one to first establish there. Then I was driven out by Miesel and Dillard and B&B... Ebay has had a bad history of siding with who looks the strongest, not who is right, and they have failed with their promises to put me back on ebay if I ever straightened out the issues with B&B...

So here I am a victim of lawless Internet and white color crime, and then fucked up more by the justice system.

This intimidation has been ongoing since 1996, long before the dispute with B&B, and still continues after the dispute with B&B is over.

Other names and personal witness are,

Janis Fitzgerald, of Grass Valley, was at the Jams arbitration, met some of the goons that came in, listen to phone calls from counsel including the threats... Listen to Art Amise recount that Miesel and Marguerite want to kill me, and that Miesel was not threatening him... Meet with Bruce Willis, Art Amise and myself, to sell the art, under the threat of Miesel, we all agreed in this meeting with Bruce Willis that Art Amise was not there and had nothing to do with this transaction.

Bruce Willis;

Frances Elder, of San Diego & Kathy Tracy of Costa Mesa, all friends and attempted to act as separate and independent art dealers for profit on ebay, selling my productions and vintage items and original art.

Hillary Vancas, ex wife, who auctions and sales were also shut down, received the Miesel threats and Dillard emails in 1998.

Michael Vancas of Fremont Dillard confronted him and claimed to have automatic weapons and knew how to use them, then had his ebay account shut off, though no item was being sold;

Haushinka Vancas of Oakland, who also was also victim of a freeway hit and run in 1999, (her car was boxed in and pushed under a Simi truck!) when I was getting the worse of the threats.

John Rabjon of LA the original Elvgren art consignor, who was intimidated to breaking contracts with me and selling his art to Meisel for less; and the attorney representing Fireman's fund, a woman who was defending this case, and privately delivered the "Meisel & B&B threats, then fired before this case closed, who closing remark was, "Dan they are worse that you ever imagined and your only hope it to give up the trade mark, and walk away... they will hunt you to the end of the earth, Miesel and B&B hates you, and will not stop until you are dead... your only hope is to give up now..." This was just before I was hit, and was told this again after.

Barbra Whitefield of Fireman's Fund, who also defended me in this matter of the B&B dispute, who was present at the 24 hour arbitration at Jams in March 23, 02.

The wife of Robert Blue, artist who drove to me in 1995 or 96 before he died to "warn me about how Miesel than wanted to destroy me and that I must protect myself.. That he and TASCHEN, a hug book publisher may join and they would break my contracts, and push me out of the market, that Miesel is bad and respects no-one and if he could would ignore all copyrights and my contracts with B&B." I didn't know then what he was talking about but I took him seriously, I contacted B&B and asked for meetings, they asked me to investigate Miesel. I applied for the Elvgren TM's to protect my interests when B&B got into bed with Miesel over infringing on my exclusive licensing contracts..

Scott McCallum, Maja of Nice Twice, Francine Walker, of Nice Twice - Monterey, Rodger Budney, artist friend, who took over in my old Gallery location had tough's coming in to look for me...and many other contacts and names in my sales reg books, old date books, emails and saved email in my computer.

One is a man, a former Sheriff of San Jose, now living in Min, who grew up there and who's father worked for B&B and so says he that Charlie Ward and all those that ran B&B were in the mob. This was told to me in a personal visit on or about Nov 01 to Jan 02. I have an email saved from him on this computer.

Some virus, are so pointed that they are password stealers, and have come "hacked" with the name of my "elvgrenart.com"
Daniel Vancas

Subj: Question for seller -- Item #719378842
Date: 10/1/02 11:02:08 AM Pacific Daylight Time
From: lou@meisels.com
To: merpearls@aol.com
Sent from the Internet (Details)

You should know that Vancas and many of his "Fronts" have been BANNED from Ebay over the past 5 years.
Also you are NOT supposed to be deceptive in your EBAY descriptions.
Your listings are quite obvious as to what you are doing,
And it is absolutely clear you are the newest Vancas front which will be reported to Ebay security.

STALKING

From: lou@meisलगallery.com
To: <SEEGURLS@aol.com>
Date: 6/17/03 8:07PM
Subject: Fw: PINUP ART~Vanguard Closed~HUGE EBAY AUCTIONS!

Ms. Anderson

I see that you have "declared" in an official court document, that I and my "associates" have interfered with your livelihood. Unless you are VANCAS that is absolutely untrue. In reality though you ARE VANCAS.....your ARE fronting for him. You are just the latest in a string of 14 "Girls" he has enticed to front for him. You should talk to the previous ones.

One of the others had a great story about the broken back about 8 years ago. He was in "Chronic and Constant" pain then too. Hilary took good care of him that time. And then of course there was Toots.....uh oh....she hated to be called toots. She preferred Tootsie girl. I can't imagine how he sucks you all in. Anyway, I know all there is to know about the little boy within hours of any event.....LIKE the very recent incident in Santa Cruz!!!

I have been getting calls for help from women (Now the 57th) for over 6 or seven years. If you would like to see about 5 hours of reading showing proof of this let me know and I'll send it. I assume you have seen the www.GilElvgren.com site? with the trademark info..

Anyway, we have been watching you on Ebay since the day you started with him. we know what you are selling or mostly not selling, and who you are selling to. The below mailing list is also handy. You have done nothing wrong, and we have no problem with you. we just think you are being used and duped. It is too bad you had to perjure yourself in the trademark and bankruptcy suits for his benefit. But we don't even hold that against you. You are just one of a long stream of women used and then abused by the guy.

Your friend (really) Lou

To: lou
Sent: Tuesday, June 17, 2003 10:34 PM
Subject: Fw: PINUP ART~Vanguard Closed~HUGE EBAY AUCTIONS!
read the following

Sent: Tuesday, June 17, 2003 9:29 PM

From: <SEEGURLS@aol.com>
To: <porter@ebay.com>
Date: 1/4/04 4:18PM
Subject: UPDATE REPORT ON DILLARD AND FTP SITE HACKING

RE: 2ND REPORT OF EBAY AUCTION DISRUPTIONS ~ FTP IMAGE FILES HACKED

DEAR PORTER ~ EBAY SECURITY
DEAR MARK OCONNOR, ESQ.:

SINCE I HAVE HAD REPEATED I.D. THEFT, EBAY PASSWORD THEFT, FORGERY AND ACCOUNT THEFT, SPOOFING AND CONTINUAL AUCTION DISRUPTIONS; YOU HAVE ASKED FOR CONTINUED UPDATES OF ANY UNUSUAL BEHAVIORS AGAINST MY SEEGURLS ACCOUNT AND BUSINESS ON EBAY.

RECENTLY LOUIS MEISEL MADE AN UNSOLICITED AND UNWELCOME EMAIL CONTACT TO US AT SEEGURLS, REGARDING SOMETHING ABOUT ELVGREN ART WORKS, AND THEN SEEGURLS HAD THEN HAD IT'S IMAGES ON IT'S "SECURED" AOL FTP FILE SITE POLLUTED AND MESSED UP.

I FIXED THE OTHER IMAGES THAT WERE HACKED AND POLLUTED (SEE PAST EMAIL)...

NOW IN A NEW EVENT (ABOUT 2 DAYS LATER) THESE IMPORTANT IMAGES (INCLUDING THE ELVGREN TM DOCUMENT POSTED ON THESE AUCTIONS) AND MAYBE OTHERS AS WELL), WERE RECENTLY MESSED UP BY HACKERS BREAKING INTO SEEGURLS FTP/EBAY IMAGE FILE SITE ON AOL.

THESE IMAGES ARE IMPORTANT FOR MY EBAY AUCTIONS. THIS IS THE ELVGREN TRADEMARK DOCUMENT. RECENTLY IT WAS THE IMAGES OF THE ARTIST PUBLISHER, MR.VANCAS, AND OTHER ART IMAGES THAT WERE POLLUTED.

WEB SITE HACKING, SITE DISRUPTIONS & POLLUTION IMAGES IS A CONSISTENT BEHAVIOR OF BUSINESS DISRUPTION DOCUMENTED SINCE 1997.

I AM ALSO GETTING UNSOLICITED "I.M.'S" ASKING ALL SORTS OF FUNNY QUESTIONS ABOUT ELVGREN PROPRIETY, RIGHTS AND ABOUT THE COMPETITION.

CURRENTLY MY SALES ARE THE VERY WORST, DESPITE FEEDBACK, AND LOWERING ASKING PRICES. IN THE PAST MEISEL, DILLARD AND THEIR ASSOCIATE, CHARLES MARTIGNETTE HAS EMAILED MY BIDDERS AND BUYERS TO NOT PAY FOR THEIR AUCTIONS OF BOTH HIGH VALUE ORIGINAL PAINTINGS AND ART PRINTS, SOLD BY SEEGURLS AS WELL AS OTHER ART DEALERS ON EBAY. THESE SAME PEOPLE ALL REPORTEDLY REPEATEDLY THREATENED DANIEL VANCAS OVER HIS EARLY ROLE IN ELVGREN ART DEVELOPMENT, HIS ELVGREN I.P., AND TRADEMARKS.

JOHN DILLARD (MRSi66 on EBAY) MORE RECENTLY THE PARTNER OF MEISEL AND ACTIVELY TRYING TO DISRUPT THE ELVGREN TRADEMARKS, THROUGH FALSE CLAIMS, THAT VIOLATE THE 2001 B&B AGREEMENTS DANIEL VANCAS HAS; AND WHO HAS (DILLARD) THE PAST HISTORY TO DISRUPT, THREATENED AND PERSONALLY STALKED MR. VANCAS, (WHO IS THE

ELVGREN ART PUBLISHER AND REPLICA ARTIST, AND OWNER OF THE ELVGREN TM, THE VANGUARD GALLERY OF CARMEL);

DILLARD IS NOW PUMPING ELVGREN ART IMAGES, PRINTED AT HOME OR AT NAVAL POST GRAD SCHOOL. HE RECEIVES EBAY PAYMENTS AND SHIPS OUT FROM THE SAME MONTEREY NAVAL POST GRAD ADDRESS, THOUGH HE ACTUALLY LIVES IN CARMEL NEARER TO THE CARMEL POST OFFICE, 93923.

DILLARD IS NOT SELLING MUCH DUE TO HIS AND ALL THE FLOODING BY VARIOUS OTHER DEALERS, MOSTLY ALIGNED TO MIESEL AND DILLARD.

HE IS OFFERING ART PRINTS FOR CHEAP, (IF SOLD, AT THE COST OF MY PRINTING COST) ALONG WITH JOHONBOYO AND MOP,. DILLARDS AND OTHERS COST OF LISTING DOES NOT EQUAL THE 0 TO LITTLE GAIN. THE PURPOSE CAN ONLY BE TO RUN SEEGURLS OUT OF THE MARKET BY LOWERING THE VALUES OVERALL.

DILLARD (MILITARY- SPECIAL FORCES, INSTRUCTOR) WORKS FOR THE HIGH SECURITY MILITARY SCHOOL IN MONTEREY, AND ACCORDING TO NAVAL POST GRAD, INVESTIGATOR, DANIEL VANCAS SPOKE WITH, WHO CONFIRMED DILLARD HAS HIGH SECURITY CLEARANCE.

HE AND HIS ASSOCIATES AT THE NAVAL POST GRAD SCHOOL HAS ACCESS TO THE KNOWLEDGE AND TOOLS TO HACK AND DISRUPT COMMUNICATIONS TO ANY WEB SITE/COMMUNICATION, AND BREAK THROUGH FIREWALLS.

SUCH AS EVIDENCED WITH MY CONTINUAL AUCTION IMAGES DISRUPTIONS AT MY "SECURE" FILE FTP SITE ON AOL, A PATTERN OF INTERFERENCE SINCE 1997 AGAINST MR. VANCAS WEB SITES.

WE ARE ASKING FOR YOU HELP IN THIS MATTER. THE ECONOMY IS BAD ENOUGH, AND THE VALUES NOW LOWERED TO COST OR LESS. HOW THEN CAN WE MAKE EVEN A MOST MEAGER OF LIVING?

HOW CAN WE FEEL SECURE AND CONFIDENT WHEN THE HISTORY AND INTENT OF THESE PEOPLE IS WITHOUT REGARD FOR LAW OR PROPRIETARY RIGHTS?

I QUOTE ONE OF THE PLAYBOY I.P. AND ART DEPARTMENT HEAD AS TELLING MR. VANCAS, THAT MEISEL IS "A VERY UNSAVORY CHARACTER" WHEN DISCUSSING MEISEL PAST HISTORY AND "CONNECTIONS", HIS ACTIONS AGAINST MR. VANCAS, OVER THE YEARS; AND NOW AGAINST THE VALUES AND I.P. OF THE HUGE PIN-UP ART COLLECTION THAT HEFNER OWNS, WORTH MILLIONS AND MILLIONS OF DOLLARS. AN IMPORTANT FINANCIAL FOUNDATION STONE OF THE PAYBOY/HEFNER'S NET WORTH.

WE WISH TO TELL YOU OUR BELIEF THAT MR. VANCAS, HIS PINUP I.P. & ELVGREN TRADEMARKS, ARE NOT THE ONLY TARGETS, BY A GROUP THAT WANTS TO CONTROL THE ENTIRE PINUP ART MARKET, INCLUDING ARTIST AND ART DEALERS.

ADMIN AT SEEGURLS

From: <SEEGURLS@aol.com>
To: <delvgren@pdq.net>
Date: 6/27/03 2:30PM
Subject: RESOLUTION OF ART TRADEMARK CONFLICT

Dear Drake Elvgren:

I would like to invite you to a conflict resolution meeting in the matter of the disputed art logo trademark.

I believe with full knowledge of all the history, facts and issues, this matter can be resolved quickly with a satisfactory result.

Because of* the reports of recent and past harassment's and intimations about this business and this trademark (Some of which is now recorded testimony, court record on June 11th and before);

Please carefully confer ONLY with YOUR personal and trusted local counsel; NOT counsel hired by or directed by, M., M., D., or B&B and other B&B licensee's, BECAUSE;

I believe that our personal safety is at stake, and we are taking a great personal risk contacting you to just to try and resolve;

And because there is a still valid and separate dispute resolution of this matter with B&B, their licensee's and agents (M.,M., D.) of March 2001.

We believe (and hope) you are NOT a condoning party to past misbehaviors by others; and we believe you may NOT be aware of the scope and impact of the long standing misbehaviors and intimations by others, and the suffering it inflicted.

I hope private phone conference or personal meeting could resolve this matter between us once and for all.

If you are interested, please arrange for a resolution meeting with us, by calling

Mark O'Connor* at 831-373-4131 Monterey, Ca.,* ASAP.

Thank you for your time.

CC: <SEEGURLS@aol.com>

From: <seegurls@aol.com>
To: <oconnor@horanlegal.com>
Date: 6/23/03 6:05PM
Subject: Interesting item on eBay-AOL web site item#2180862629: Large Elvgren Pinup Print - Jill Needs Jack

MARK: THIS IS A COPYWRITE OWNED BY B&B, PROOF OF LICENSING! DILLARD PUBLICLY SLANDERS TM AND SEEGURLS, VIOLATES THE MARCH 23, 2001 AGREEMENTS.

Title of item: Large Elvgren Pinup Print - Jill Needs Jack
Seller: mrsi66
Starts: Jun-22-03 23:15:51 PDT
Ends: Jun-29-03 23:15:51 PDT
Price: Starts at \$19.95
To bid on the item, go to: <http://cgi.aol.ebay.com/ws/eBayISAPI.dll?ViewItem&item=2180862629>

Item Description:

"Jill Needs Jack" is the title of this large Elvgren art print. The retail value would be much more than the opening bid price for this sexy giclee print in a small art gallery. This new fine art print is hand-crafted, produced on heavy Renaissance 100 lb. acid-free watercolor vellum paper. It has a nice matte finish, and the image is 11" x 14" (on 13 x 17" paper) -- easy to mat & frame. You'd swear this was a watercolor painting of an Elvgren original. Add a lasting collectable to your pin-up collection. We're proud of our feedback from years at eBay and hundreds of satisfied customers. **DON'T BE SUCKERED BY EXPENSIVE SELLERS WITH LONG DIATRIBES ABOUT TRADEMARKS**, etc. Hi bidder adds only \$5.00 for US Priority Mail back to you upon receipt of your M.O. Checks must clear before we can send out. Sales are final unless our prior coordination allows exchange. International shipping charges are extra. Sorry - No PayPal/P

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From: <VANCASGIRLS@aol.com>
To: [REDACTED]
Date: 9/15/2004 8:00:18 AM
Subject: THERE & BACK Retired-Sheriff & Charlie Ward GANGSTEER Fwd: Ahhhhhh..Carmel

Dan, this has been a long time coming ...in writing back to you....if this IS you!
I am the guy whose Dad worked closely with Charlie Ward (who took over B&B).
Talked with you this past March when we came out.

Dear [REDACTED]

Yes, I remember you, You were the retired [REDACTED] Sheriff who told me about B&B and their mobster past and connection and history with using former Naval Intelligence officers in their crew.

It was great meeting you again, and for the stories about the B&B gangster and his crew, Charlie Ward (who took over B&B) and the missing Bigelow, and even your Dad who worked for them. In fact i reminded you that in my arbitration at JAMS on of the owners is a Ex_Fed Judge who is in his early 80's who interviewed me and told me more about Charlie Ward and his gang that took over B&B, and that some of his crew had been in front of his bench on criminal charges over the years. In fact he could name them by sight in the B&B/Meisel Eivgren Book photo that was released just a couple years ago. Strange that there is no mention of this and who they are, or even why this photo appears in this book, except to imply ... we are bad bullies with a history, don't mess with us.

I am still being harassed too much I do wonder who is friend or foe ... or who they can Payoff to mess with me.

Please understand this. I have had police files and report lost and missing, attorneys intimidated and beat cops holding their hand out for payola while telling me "to leave town because there is not enough money to protect you" ... or do their job to compile a dossier to portray constant racketeering, and Rico law violation and take it to the FBI.

These people are indeed powerful and have pulled a few strings even at a Federal levels...influenced some of my attorneys to screw with my files and actions...and are now putting my Intellectual Property rights in jeopardy, even though there were redundantly upheld in multiple hearing post "Permanent Binding Arbitration" and agreements that bared such action by these people.

I just want to paint, be creative, and be left alone, per the terms of my permanent binding (and still upheld) agreements of 2001. In this tough economic environment it's bad enough, worse still to have to deal with harassment from redundant challenges and criminal type harassment's. What's the point to report it if the police dump your files and don't take reports for vandalism and theft and, ID theft, account take overs, password take overs ... constant hang up calls during business hours and computer hacking and threats. All this the same MO AFTER the permanent bidding agreements which was to end all this.

