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Jay S. Kopelowitz (149652)
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Tel: (858) 755-0095

Attorneys for Petitioner Jzchak N. Wajcman

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

JZCHAK N. WAJCMAN d/b/a BILL
LAWRENCE PRODUCTS and BILL
LAWRENCE GUITAR PICKUPS,

Petitioner,

v.

WILLI LORENZ STICH a/k/a BILL
LAWRENCE,

Registrant/Respondent.

Serial No: 75490657
Cancellation No.: 92043516

In the matter of Registration No. 2,303,676
Mark: BILL LAWRENCE
Date Registered: December 28, 1999
Goods/Services: Technical consulting in
the nature of design and
evaluation of stringed
musical instruments and
accessories, namely,
pick-ups, strings and
bridges in International
Class 042.

**NOTICE OF MOTION AND MOTION
FOR RULE 56(F) DISCOVERY**



07-15-2005

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #66

ORIGINAL

1 PLEASE TAKE NOTICE that petitioner Jzchak Wajcman d/b/a Bill Lawrence Products
2 and Bill Lawrence Guitar Pickups hereby moves the Trademark Trial and Appeal Board for an
3 Order, pursuant to Federal Rule of Civil Procedure 56(f) and Trademark Trial and Appeal Board
4 Manual of Procedure § 528.06, refusing or continuing registrant/respondent Willi Lorenz Stich's
5 motion for summary judgment in order to permit declarations to be obtained or discovery to be
6 had. Such request for discovery is necessary in order to respond to said motion and present facts
7 sufficient to show the existence of a genuine issue of material fact. This motion is more
8 specifically supported by the following:

9 1. Respondent has yet to provide substantive responses to the vast majority of
10 petitioner's discovery requests, including:

- 11 a. Petitioner's first set of requests for admission, served March 14, 2005;
- 12 b. Petitioner's first set of interrogatories, served March 14, 2005;
- 13 c. Petitioner's first set of requests for documents, served March 14, 2005;
- 14 d. Petitioner's second set of requests for admission, served June 17, 2005
15 (responses due July 22, 2005); and
- 16 e. Petitioner's second set of interrogatories, served June 17, 2005 (responses
17 due July 22, 2005).

18 2. Petitioner requires substantive responses to the above discovery requests in order
19 to present facts sufficient to show the existence of a genuine issue of material fact. By
20 way of example and not limitation, respondent's motion alleges: "The petitioner fails to
21 allege facts to show that Willi Stich aka Bill Lawrence [Registrant] is not entitled to the
22 Registration No. 2,303,676 of the Mark BILL LAWRENCE because the Registrant had a
23 good faith belief in the validity of his ownership and legal use of the Mark as published."
24 Respondent's Motion For Summary Judgment ¶ 6. However, petitioner has sought
25 discovery that specifically addresses the issue of whether or not the respondent reasonably
26 could have believed, in good faith, that his ownership and use of the BILL LAWRENCE
27 mark was both valid and legal.

28 3. Concurrently with this motion, petitioner has filed and served motions to test the

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sufficiency of response to admission requests and to compel answers to interrogatories and document requests.

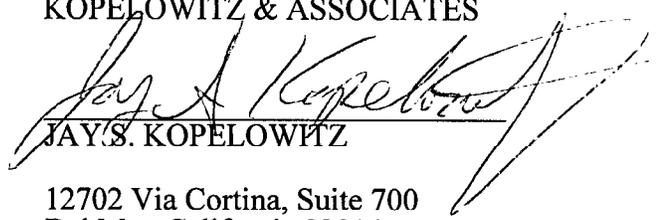
In the likely event the Board denies respondent's motion for summary judgment, petitioner asks the Board to deny respondent's request to reset the discovery period. As more fully explained in the accompanying memorandum:

1. Respondent has already served written discovery in this matter, which has been answered by petitioner to the extent it did not violate the limitation rules;
2. Respondent has abused the discovery process by seeking extensions to respond to petitioner's legitimate discovery requests and then providing nothing more than blanket objections. Such abuse of the discovery process has thwarted petitioner's ability to gather evidence for trial and to oppose respondent's motion for summary judgment.
3. Respondent could have taken additional discovery in lieu of, or at the same time as, filing his motion for summary judgment. Instead, on the last day of the discovery period, he made the decision to move for summary judgment. Petitioner contends that respondent's motion was filed solely to reset the discovery period - an attempt to compensate for his lack of due diligence and get an inequitable "second bite" at discovery.

This motion is based on the accompanying memorandum of points and authorities and declaration of Jay S. Kopelowitz in support of Rule 56(f) discovery, as well as the discovery requests, responses and correspondences in this matter as of the date of this motion.

Dated: July 15, 2005

Respectfully submitted by:
KOPELOWITZ & ASSOCIATES



JAY S. KOPELOWITZ

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Tel: 858/ 755-0095

Attorneys for Petitioner Jzchak N. Wajcman d/b/a Bill Lawrence Products and Bill Lawrence Guitar Pickups

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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
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LAWRENCE PRODUCTS and BILL
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WILLI LORENZ STICH a/k/a BILL
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Mark: BILL LAWRENCE
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Goods/Services: Technical consulting in
the nature of design and
evaluation of stringed
musical instruments and
accessories, namely,
pick-ups, strings and
bridges in International
Class 042.

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
MOTION FOR RULE 56(F) DISCOVERY**

ORIGINAL

1 delayed DISCOVERY RESPONSES were riddled with objections, contained virtually no
2 substantive answers, and did not identify or agree to produce a single document. See Exhibits E,
3 F and G to the Kopelowitz Decl. In his DISCOVERY RESPONSES, respondent:

4 1. Provided a substantive response to only **two** (2) of the seventeen (17) interrogatories
5 contained in Jzchak N. Wajcman's First Set Of Interrogatories To Willi Lorenz Stich¹. Of the
6 remaining fifteen (15) responses, two (2) were entirely objections and thirteen (13) were
7 objections coupled with an instruction for petitioner to "see relevant files at the United State [sic]
8 Patent and Trade Mark [sic] Office for the prosecution history and documents from the website
9 of the respondent (billlawrence.com)." (See Exhibit E to the Kopelowitz Decl.)

10 2. Provided a substantive response to **none** (0) of petitioner's twenty-seven (27) requests for
11 production contained in Jzchak N. Wajcman's First Set Of Requests For Documents To Willi
12 Lorenz Stich. Of the twenty-seven (27) responses, eight (8) were entirely objections and nineteen
13 (19) were objections coupled with an instruction to "see relevant files at the United State [sic]
14 Patent and Trade Mark [sic] Office for the prosecution history and documents from the website
15 of the respondent (billlawrence.com)." (See Exhibit F to the Kopelowitz Decl.)

16 3. Admitted or denied **none** (0) of petitioner's forty-four (44) requests for admissions
17 contained in Jzchak N. Wajcman's First Set Of Requests For Admissions To Willi Lorenz Stich.
18 All of the forty-four (44) responses were entirely objections. (See Exhibit G to the Kopelowitz
19 Decl.)

20 4. Provided a total of **two** (2) substantive response to the **eighty-eight** (88) requests for
21 discovery contained in the REQUESTS. (See Exhibits E, F and G)

22 5. Responded to a total of **thirty-two** (32) of the **eighty-eight** (88) requests for discovery
23 contained in the REQUESTS by objecting and instructing petitioners to "see relevant files at the
24 United State [sic] Patent and Trade Mark [sic] Office for the prosecution history and documents
25 from the website of the respondent (billlawrence.com)" (See Exhibits E, F and G)

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28 ¹ These substantive responses were to the first and fourth interrogatories, which asked: (1) Information regarding any person who assisted in preparation of the responses; (4) Are responses to requests to admission unqualified.

1 6. Responded entirely with objections to a total of **fifty-four** (54) of the **eighty-eight** (88)
2 requests for discovery contained in the REQUESTS. (See Exhibits E, F and G)

3 For almost one month after receipt of the DISCOVERY RESPONSES, petitioner's
4 attorney repeatedly called Attorney Richardson and left multiple voice mail messages.
5 (Kopelowitz Decl., ¶9) On June 13, 2005, petitioner's attorney sent respondent's attorney a meet
6 and confer letter addressing the inadequacy of the DISCOVERY RESPONSES and asking for
7 supplemental responses. (See Kopelowitz Decl., ¶9 and Exhibit H) Petitioner has yet to receive
8 any response from Attorney Richardson to the June 13th meet and confer letter. Kopelowitz Decl.,
9 ¶9. Discovery in this action closed on June 17, 2005 - the same day Attorney Richardson filed
10 respondent's motion for summary judgment.

11 **Respondent's Discovery Requests to Petitioner**

12 On May 13, 2005, respondent served discovery requests upon petitioner, consisting of
13 three (3) sets of interrogatories. Rule 56 Decl., ¶16. Respondent's first set of interrogatories
14 contained twenty-one (21) interrogatories, which petitioner answered, in their entirety, without
15 objection. Rule 56 Decl., ¶17. Respondent's second and third sets of interrogatories contained,
16 respectively, ninety-three (93) and twenty-one (21) interrogatories. Rule 56 Decl., ¶18. Petitioner
17 objected to both the second and third sets of interrogatories as exceeding the limits proscribed by
18 Trademark Trial and Appeal Board Manual of Procedure § 405.03(a) [37 CFR § 2.120(d)(1)].
19 Rule 56 Decl., ¶19. Petitioner served his responses upon respondent on June 17, 2005. Rule 56
20 Decl., ¶20. Respondent has since made no attempt to contact or serve additional discovery
21 requests upon petitioner.

22 **II.**
23 **THE BOARD SHOULD DENY OR CONTINUE RESPONDENT'S MOTION FOR**
24 **SUMMARY JUDGMENT TO PERMIT DISCOVERY TO BE HAD**

25 Federal Rule of Civil Procedure 56(f) and Trademark Trial and Appeal Board Manual of
26 Procedure § 528.06 allow the Board to refuse or continue a motion for summary judgment if the
27 party against whom summary judgment is sought cannot effectively oppose the motion without
28 first taking discovery. Rule 56(f) reads:

Should it appear from the affidavits of a party opposing the motion that the

1 *party cannot for reasons stated present by affidavit facts essential to justify the*
2 *party's opposition, the court may refuse the application for judgment or may*
3 *order a continuance to permit affidavits to be obtained or depositions to be*
4 *taken or discovery to be had or may make such other order as is just.*

5 TBMP § 528.06 states in pertinent part “If a party has demonstrated a need for discovery that is
6 reasonably directed to obtaining facts essential to its opposition of the motion, discovery will be
7 permitted, **especially if the information sought is largely within the control of the party**
8 **moving for summary judgment.**” (emphasis added)

9 Petitioner is unable, without receipt of the discovery to which he is entitled, to present by
10 affidavit facts sufficient to show the existence of a genuine issue of material fact and thereby
11 oppose respondent’s motion. Rule 56 Decl., generally and ¶14-15. Furthermore, the information
12 sought by petitioner is exclusively within the control of respondent. Rule 56 Decl., ¶15.

13 Courts have consistently held that Rule 56(f) is to be applied liberally. “FRCP 56(f)
14 should be applied with spirit of liberality, since summary judgment can only be granted against a
15 nonmoving party after adequate time for discovery.” *John Hancock Property & Casualty Ins. Co.*
16 *v. Universale Insurance Co.* (1993, S.D.N.Y.) 147 FRD 40, 47. Indeed, “Where the party
17 opposing the summary judgment informs the court that its diligent efforts to obtain evidence
18 from the moving party have been unsuccessful, a continuance of a motion for summary judgment
19 for purposes of discovery should be granted **almost as a matter of course.**” *International*
20 *Shortstop, Inc. v. Rally's, Inc.* (1991, 5th Cir.), 939 F.2d 1257, 1267 (emphasis added). Such
21 liberal application of Rule 56(f) is necessary to prevent an opposing party from being
22 “railroaded” by a premature motion for summary judgment. *See Celotex Corp. v. Catrett* (1986),
23 477 U.S. 317. Courts will grant extensions of time under FRCP 56(f) where materials sought are
24 the object of outstanding discovery. *See Strag v. Board of Trustees* (1995, 4th Cir.), 55 F.3d 943.

25 Petitioner served respondent with the REQUESTS on March 13, 2005. In the following
26 three months, respondent failed to honor the spirit of his earlier extension, provided effectively
27 no substantive responses and entirely ignored petitioner’s June 13, 2005 meet and confer letter.

28 Since petitioner has received no substantive responses to his REQUESTS, the immediate
motion for summary judgment is premature and an obvious attempt to “railroad” petitioner

1 before he has the opportunity to acquire facts with which to oppose the motion. Petitioner has
2 clearly made diligent efforts to obtain discovery from respondent. Discovery is currently
3 outstanding. Therefore, granting this motion to dismiss or continue respondent's premature
4 motion for summary judgment would be appropriate.

5
6 **III.**
7 **IN THE LIKELY EVENT THE BOARD DENIES RESPONDENT'S MOTION FOR**
8 **SUMMARY JUDGMENT, IT SHOULD ALSO DENY HIS REQUEST TO RESET THE**
9 **DISCOVERY PERIOD.**

10 Respondent's request that the Board reset the discovery period is an attempt to reward his
11 lack of diligence pursuing discovery. To date, respondent has served only one proper request
12 upon petitioner *i.e.* respondent's first set of interrogatories. Respondent was aware of the
13 discovery cutoff date in this action. Therefore, respondent knew that if he did not propound
14 additional discovery before the cutoff date he would have no other opportunity to do so.
15 Respondent could have served additional requests for discovery upon petitioner before the date
16 discovery closed. Instead, he filed the instant motion for summary judgment.

17 Petitioner contends that respondent's motion for summary judgment was filed for no
18 other reason than to reset the discovery period and allow respondent to take a "second bite" at the
19 entire discovery process. This Board should not honor respondent's inequitable attempt to delay
20 these proceedings and reward his lack of diligence.

21 This Board's power to reset the discovery period is one of equity. Therefore, the Board
22 may properly consider:

- 23 1. Respondent's inequitable conduct in misrepresenting his intent to answer petitioner's
24 discovery requests in order to secure a four-week extension;
- 25 2. The fact that respondent's DISCOVERY RESPONSES provided only two substantive
26 responses to the REQUESTS' eighty-eight (88) discovery requests;
- 27 3. Respondent's lack of diligence in obtaining discovery and his improper motive for filing
28 his motion for summary judgment;
4. The probability respondent's motion for summary judgment was filed for no other reason

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than to reset the discovery period.

Upon taking the foregoing into consideration, the Board should exercise its equitable power to deny respondent's inappropriate request to reset the discovery period.

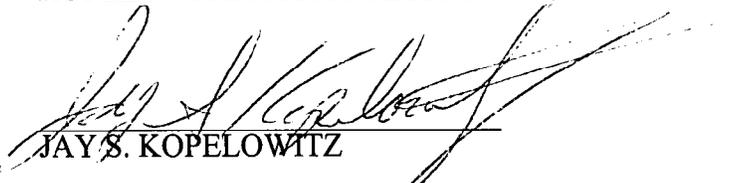
IV.
CONCLUSION

Based upon the foregoing, the Board should deny or continue respondent's motion for summary judgment and also deny respondent's request to reset the discovery period.

Dated: July 15, 2005

Respectfully submitted by:

KOPELOWITZ & ASSOCIATES



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

JZCHAK N. WAJCMAN d/b/a BILL)
LAWRENCE PRODUCTS and BILL)
LAWRENCE GUITAR PICKUPS,)
Petitioner,)
v.)
WILLI LORENZ STICH a/k/a BILL)
LAWRENCE,)
Registrant/Respondent.)
_____)

Cancellation No.: 92043516

In the matter of Registration No. 2,303,676
Mark: BILL LAWRENCE
Date Registered: December 28, 1999
Goods/Services: Technical consulting in the nature of design and evaluation of stringed musical instruments and accessories, namely, pick-ups, strings and bridges in International Class 042.

DECLARATION OF JAY S. KOPELOWITZ IN SUPPORT OF MOTION FOR RULE 56(F) DISCOVERY

ORIGINAL

DECLARATION OF JAY S. KOPELOWITZ

I, JAY S. KOPELOWITZ, declare as follows:

1. I am the attorney for petitioner Jzchak N. Wajcman d/b/a Bill Lawrence Products and Bill Lawrence Guitar Pickups.
2. Information as to respondent's alleged good faith belief in the legality and validity of his ownership and use of the BILL LAWRENCE mark is contained in documents in the respondent's possession.
3. Information as to respondent's commission of fraud in obtaining Registration No. 2,303,676 is contained in documents in the respondent's possession.
4. Information as to respondent's alleged use of "Bill Lawrence" as his name in his everyday business and personal affairs is contained in documents in the respondent's possession.
5. Information as to respondent's alleged expenditures under the BILL LAWRENCE mark is contained in documents in the respondent's possession.
6. Petitioner timely served his request for production of documents to the respondent on March 14, 2005. (See Exhibit B attached to Declaration of Jay S. Kopelowitz In Support of Petitioner Wajcman's Motion to Compel Answers to Interrogatories and Document Requests and Motion to Test Sufficiency of Admission Requests ("Kopelowitz Decl.") filed concurrently herewith.) To date, respondent has produced absolutely **no documents**. (See Exhibit F attached to Kopelowitz Decl.) Petitioner anticipates obtaining said documents pursuant to the pending Motion to Compel.
7. Information as to respondent's alleged good faith belief in the legality and validity of his ownership and use of the BILL LAWRENCE mark is within respondent's personal knowledge.
8. Information as to respondent's commission of fraud in obtaining Registration No. 2,303,676 is within respondent's personal knowledge.
9. Information as to respondent's alleged use of "Bill Lawrence" as his name in his everyday business and personal affairs is within respondent's personal knowledge.
10. Information as to respondent's alleged expenditures under the BILL LAWRENCE mark is within respondent's personal knowledge.

1 11. On March 14, 2005, petitioner timely served his first set of interrogatories and first set of
2 requests for admission to the respondent in order to gather information within respondent's personal
3 knowledge. (See Exhibits A and C attached to the Kopelowitz Decl.) To date, respondent has
4 provided virtually **no substantive answers** to petitioner's interrogatories and admission requests.
5 (See Exhibits E and G attached to the Kopelowitz Decl.) Petitioner anticipates obtaining said
6 responses pursuant to the pending Motion to Compel.

7 12. On June 17, 2005, petitioner timely served a second set of requests for admission and a
8 second set of interrogatories upon respondent. True and correct copies are attached hereto as Exhibits
9 A and B. Although answers to the second set of requests for admissions and interrogatories are due
10 by July 22, 2005, respondent's previous failure to meaningfully respond to discovery makes it
11 unlikely that he will provide proper substantive responses.

12 13. Petitioner is unable, without the discovery to which he is entitled, to present by affidavit facts
13 sufficient to show the existence of a genuine issue of material fact because:

14 a. Petitioner has no personal knowledge of respondent's state of mind regarding his
15 ownership and legal use of the BILL LAWRENCE mark. Also, petitioner has no
16 documents in his possession reflecting or relating to respondent's state of mind
17 regarding his ownership and legal use of the BILL LAWRENCE mark. Such
18 knowledge and/or documents would be sufficient to establish, by affidavit, the
19 existence of a triable issue of material fact regarding respondent's allegation in
20 paragraph 6 of his motion for summary judgment that "**Registrant had a good faith
21 belief in the validity of his ownership and legal use of the Mark as published.**"

22 Petitioner sought to obtain such knowledge and/or documents through his discovery
23 requests, which have not been answered. By way of example, but not limitation:

24 **First Set Requests For Admission** (Exhibit C to the Kopelowitz Decl.)

25 i. **REQUEST NO. 12:** Admit that prior to the sale, Willi L. Stich knew about
26 the proposed sale of all the copyrights, trademarks and trade names including
27 the trade name Bill Lawrence and Lawrence Products, and any derivation
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telephone number of the PERSON who has EACH document OR thing.

b. Petitioner has no personal knowledge of respondent's state of mind at the time he obtained Registration No. 2,303,676. Also, petitioner has no documents in his possession reflecting or relating to respondent's state of mind at the time he obtained Registration No. 2,303,676. Such knowledge and/or documents would be sufficient to establish, by affidavit, the existence of a triable issue of material fact regarding respondent's allegation in paragraph 7 of his motion for summary judgment that **"Petitioner fails to allege with particularity any facts to show that the Registrant committed fraud in obtaining Registration No. 2,303,676."** Petitioner sought to obtain such knowledge and/or documents through his discovery requests, which have not been answered. By way of example, but not limitation:

First Set Requests For Admission (Exhibit C to the Kopelowitz Decl.)

- i. REQUEST NO. 12: Admit that prior to the sale, Willi L. Stich knew about the proposed sale of all the copyrights, trademarks and trade names including the trade name Bill Lawrence and Lawrence Products, and any derivation thereof, previously owned by Willi L. Stich to Degalim, Inc.
- ii. REQUEST NO. 31: Admit that on the date Willi L. Stich filed his trademark application Serial No. 75490657, he knew that Jzchak Wajcman was selling products under the "Bill Lawrence" mark but failed to disclose this information to the Trademark Office.
- iii. REQUEST NO. 33: Admit that on the date Willi L. Stich filed his trademark application Serial No. 75490657, he knew that Jzchak Wajcman was the legal owner of all right, title and interest in the trademark and trade name Bill Lawrence and any derivation thereof.
- iv. REQUEST NO. 34: Admit that on the date Willi L. Stich filed his trademark application Serial No. 75490657, he knew that Jzchak Wajcman was the legal owner of all right, title and interest in the trademark and trade name Lawrence

1 Products and any derivation thereof.

- 2 v. REQUEST NO. 39: Admit that in or about February 1983, Willi L. Stich
3 knew that all trade names and trademarks of Lawrence Sound Research, Inc.
4 that used the name "Lawrence" in the music industry were held by The Third
5 National Bank in Nashville, Tennessee under a collateral security agreement.

6 **First Set of Interrogatories** (Exhibit A to the Kopelowitz Decl.)

- 7 vi. INTERROGATORY NO. 4: Is STICH's response to EACH request for
8 admission served with these interrogatories an unqualified admission?
9 vii. INTERROGATORY NO. 5: If STICH's answer to Interrogatory No. 4 above
10 is No, for EACH response to a request for admission served with these
11 interrogatories that is not an unqualified admission: (1) state the number of
12 the request; (2) state ALL facts upon which STICH bases his responses; (3)
13 state the names, addresses AND telephone numbers of ALL PERSONS who
14 have knowledge of those facts; AND (4) IDENTIFY ALL documents AND
15 other things that support STICH's response AND state the name, address and
16 telephone number of the PERSON who has EACH document OR thing.

17 **First Set of Requests For Production** (Ex. B to the Kopelowitz Decl.)

- 18 viii. REQUEST NO. 4: ALL DOCUMENTS created OR received in connection
19 with the registration of the MARK-IN-ISSUE including, but not limited to:
20 a. Internal memoranda AND hand written notes concerning the decision
21 to seek registration of the MARK-IN-ISSUE;
22 b. ALL DOCUMENTS provided to OR received from attorneys in
23 connection with the filing of the application for the registration of the
24 MARK-IN-ISSUE including memoranda, correspondences,
25 trademark searches, state AND federal trademark applications AND
26 attorney billing statements;
27 c. ALL DOCUMENTS submitted to OR received from the Patent and
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Trademark Office regarding the MARK-IN-ISSUE including applications, declarations, oppositions, office actions AND amendments;

d. ALL DOCUMENTS that challenge OR support the registration of the MARK-IN-ISSUE.

c. Petitioner has no personal knowledge of whether or not respondent uses “Bill Lawrence” as his name in his everyday business and personal affairs. Also, petitioner has no documents in his possession reflecting or relating to whether or not respondent uses “Bill Lawrence” as his name in his everyday business and personal affairs. Such knowledge and/or documents would be sufficient to establish, by affidavit, the existence of a triable issue of material fact regarding respondent’s allegation in paragraph 4 of his memorandum in support of motion for summary judgment that he **“uses ‘Bill Lawrence’ legally as his name in his everyday business and personal affairs.”** Petitioner sought to obtain such knowledge and/or documents through his discovery requests, which have not been answered. By way of example, but not limitation:

First Set Requests For Admission (Exhibit C to the Kopelowitz Decl.)

- i. REQUEST NO. 37: Admit that on or about June 23 1982, Willi L. Stich knew that “Bill Lawrence” was a trade name.
- ii. REQUEST NO. 38: Admit that in or about September 1978, Willi L. Stich knew that “Bill Lawrence” was a trade name.
- iii. REQUEST NO. 42: Admit that the name “Bill Lawrence” was first used in 1976 by Lawrence Sound Research, Inc.

First Set of Interrogatories (Exhibit A to the Kopelowitz Decl.)

- iv. INTERROGATORY NO. 4: Is STICH’s response to EACH request for admission served with these interrogatories an unqualified admission?
- v. INTERROGATORY NO. 5: If STICH’s answer to Interrogatory No. 4 above

1 is No, for EACH response to a request for admission served with these
2 interrogatories that is not an unqualified admission: (1) state the number of
3 the request; (2) state ALL facts upon which STICH bases his responses; (3)
4 state the names, addresses AND telephone numbers of ALL PERSONS who
5 have knowledge of those facts; AND (4) IDENTIFY ALL documents AND
6 other things that support STICH's response AND state the name, address and
7 telephone number of the PERSON who has EACH document OR thing.

8 d. Petitioner has no personal knowledge of respondent's advertising expenditures, if
9 any, in support of his use of the BILL LAWRENCE mark. Also, petitioner has no
10 documents in his possession reflecting or relating to respondent's advertising
11 expenditures, if any, in support of his use of the BILL LAWRENCE mark. Such
12 knowledge and/or documents would be sufficient to establish, by affidavit, the
13 existence of a triable issue of material fact regarding respondent's allegation in
14 paragraph 5 of his memorandum in support of motion for summary judgment that
15 **"Starting in 1994, the Registrant used 'Bill Lawrence' in extensive advertising
16 and tradeshows [sic], and has spent over \$400,000 in support of his business use
17 of 'Bill Lawrence'".** Petitioner sought to obtain such knowledge and/or documents
18 through his discovery requests, which have not been answered. By way of example,
19 but not limitation:

20 **First Set of Interrogatories** (Exhibit A to the Kopelowitz Decl.)

- 21 i. INTERROGATORY NO. 8: Describe ALL goods AND/OR services that
22 STICH currently identifies with the MARK-IN-ISSUE AND state when the
23 use began for each.
- 24 ii. INTERROGATORY NO. 9: Describe ALL discontinued goods AND/OR
25 services, if ANY, that STICH previously identified with the MARK-IN-
26 ISSUE AND state when the use began AND ended for each, AND why.
- 27 iii. INTERROGATORY NO. 11: List all publications, if ANY, STICH uses to
28

1 promote AND advertise his goods AND/OR services associated with the
2 MARK-IN-ISSUE.

3 iv. INTERROGATORY NO. 13: IDENTIFY ALL PERSONS responsible for
4 the advertising AND promotion of goods AND/OR services under the
5 MARK-IN-ISSUE, the nature of the individuals responsibility AND the dates
6 the position was held.

7 v. INTERROGATORY NO. 14: Disclose the dollar amount spent annually on
8 advertising and promoting goods AND/OR services under the MARK-IN-
9 ISSUE for each good AND/OR services identified in Interrogatory Nos. 8
10 AND 9 from its introduction to its discontinuation OR the present, as
11 applicable.

12 **First Set of Requests For Production** (Ex. B to the Kopelowitz Decl.)

13 vi. REQUEST NO. 9: ALL DOCUMENTS that summarize OR discuss
14 marketing AND advertising expenditures by STICH with respect to the
15 MARK-IN-ISSUE.

16 vii. REQUEST NO. 17: ALL DOCUMENTS used to answer WAJCMAN's First
17 Set of Requests for Admission to STICH served herewith.

18 14. I believe that the information outlined above will raise a genuine issue of material fact and,
19 therefore, that the present motion should be denied as premature pursuant to Federal Rule of Civil
20 Procedure 56(f) and Trademark Trial and Appeal Board Manual of Procedure § 528.06.

21 15. I believe that the information outlined above is exclusively within the control of respondent.

22 16. On May 13, 2005, respondent served discovery requests upon petitioner, consisting of three
23 (3) sets of special interrogatories.

24 17. Respondent's first set of interrogatories contained twenty-one (21) interrogatories, which
25 petitioner answered in their entirety without objection.

26 18. Respondent's second and third sets of interrogatories contained, respectively, ninety-three
27 (93) and twenty-one (21) interrogatories. Petitioner objected to both the second and third sets of
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interrogatories as exceeding the limits proscribed by Trademark Trial and Appeal Board Manual of Procedure § 405.03(a) [37 CFR § 2.120(d)(1)].

19. Petitioner served his discovery responses upon respondent on June 17, 2005.

I declare under penalty of perjury under the laws of the United States and California that the foregoing is true and correct. Executed this 15th day of July, 2005 at Del Mar, California.



JAY S. KOPELOWITZ

Jay S. Kopelowitz (149652)
KOPELOWITZ & ASSOCIATES
12702 Via Cortina, Suite 700
Del Mar, California 92014
Tel: (858) 755-0095

Attorneys for Petitioner Jzchak N. Wajcman

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

JZCHAK N. WAJCMAN d/b/a BILL)
LAWRENCE PRODUCTS and BILL)
LAWRENCE GUITAR PICKUPS,)
)
Petitioner,)
v.)
)
WILLI LORENZ STICH a/k/a BILL)
LAWRENCE,)
)
Registrant/Respondent.)
_____)

Cancellation No.: 92043516

In the matter of Registration No. 2,303,676

Mark: BILL LAWRENCE

Date Registered: December 28, 1999

Goods/Services: Technical consulting in
the nature of design an
evaluation of stringed
musical instruments and
accessories, namely,
pick-ups, strings and
bridges in International
Class 042.

**JZCHAK N. WAJCMAN'S SECOND SET
OF REQUESTS FOR ADMISSION TO
WILLI LORENZ STICH**

EXHIBIT A

TO: WILLI LORENZ STICH AND HIS ATTORNEY OF RECORD:

DEMAND is hereby made to WILLI LORENZ STICH ("STICH") by JZCHAK N. WAJCMAN ("WAJCMAN") pursuant to Rule 36 of the Federal Rules Civil Procedure and 37 C.F.R. § 2.120 to admit in writing and under oath each of the requests for admission set forth below.

REQUESTS FOR ADMISSION

REQUEST NO. 1.:

Admit the genuineness of the document attached hereto as Exhibit 1.

REQUEST NO. 2.:

Admit the genuineness of the document attached hereto as Exhibit 2.

REQUEST NO. 3.:

Admit the genuineness of the document attached hereto as Exhibit 3.

REQUEST NO. 4.:

Admit the genuineness of the document attached hereto as Exhibit 4.

REQUEST NO. 5.:

Admit the genuineness of the document attached hereto as Exhibit 5.

REQUEST NO. 6.:

Admit the genuineness of the document attached hereto as Exhibit 6.

REQUEST NO. 7.:

Admit the genuineness of the document attached hereto as Exhibit 7.

REQUEST NO. 8.:

Admit the genuineness of the document attached hereto as Exhibit 8.

REQUEST NO. 9.:

Admit the genuineness of the document attached hereto as Exhibit 9.

REQUEST NO. 10.:

Admit the genuineness of the document attached hereto as Exhibit 10.

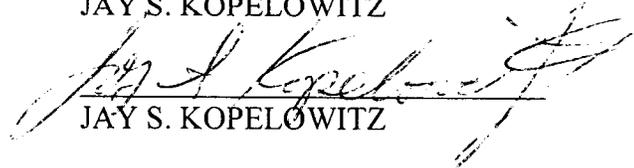
REQUEST NO. 11.:

Admit the genuineness of the document attached hereto as Exhibit 11.

Dated: June 17, 2005

Respectfully submitted by:

KOPELOWITZ & ASSOCIATES
JAY S. KOPELOWITZ



JAY S. KOPELOWITZ

12702 Via Cortina, Suite 700
Del Mar, California 92014
Tel: 858/ 755-0095

Attorneys for Petitioner JZCHAK N. WAJCMAN
d/b/a BILL LAWRENCE PRODUCTS and BILL
LAWRENCE GUITAR PICKUPS

DECLARATION OF SERVICE

I am employed in the County of San Diego, State of California. I am over the age of 18 and am not a party to the within action; my business address is: 12702 Via Cortina, Suite 700, Del Mar, CA 92014.

On June 17, 2005 I served the foregoing documents described as:

JZCHAK N. WAJCMAN'S SECOND SET OF REQUESTS FOR ADMISSION TO WILLI LORENZ STICH

upon the interested parties in this action by placing

a copy enclosed in a sealed envelope to:

Gregory Richardson
LAW OFFICES OF
GREGORY RICHARDSON, ESQ.
3890 11TH Street, Suite #210
Riverside, CA 92501

Counsel for Respondent Willi Lorenz Stich

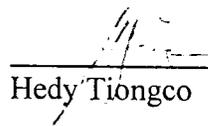
BY REGULAR MAIL by depositing such envelope with postage thereon fully prepaid in the United States mail at Del Mar, California.

BY FACSIMILE by telecopier to the facsimile telephone numbers listed above.

BY HAND DELIVERY.

I certify under penalty of perjury under the laws of the State of California and the laws of the United States that the foregoing is true and correct.

Dated: June 17, 2005 at Del Mar, California.



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ASSIGNMENT

This agreement made this 21st day of September, 1978 by WILLI L. STICH, hereinafter referred to as Assignor, and LAWRENCE SOUND RESEARCH, INC., hereinafter referred to as Assignee.

Whereas, WILLI L. STICH has used the trade name of "BILL LAWRENCE" to market a line of guitar accessories including but not limited to guitar string, cord and magnetic pick-ups; and

Whereas, "BILL LAWRENCE" products are manufactured by LAWRENCE SOUND RESEARCH, INC., a corporation licensed to do business under the laws of the State of Tennessee; and

Whereas, WILLI L. STICH is the sole stockholder of LAWRENCE SOUND RESEARCH, INC. and desires to assign the trade name "BILL LAWRENCE" to said corporation for good and valuable consideration.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the Assignor hereby assigns to the Assignee all right, title and interest to the trade name "BILL LAWRENCE."

IN WITNESS WHEREOF, the Assignor has executed this instrument.

Willi L. Stich
WILLI L. STICH

Willi L. Stich
LAWRENCE SOUND RESEARCH, INC.

EXHIBIT

1 (PAGE 1 OF 1)

NOTICE OF PROPOSED CONVEYANCE OF STOCK

- Unless an objection and application for hearing is filed with the court within 15 days after the date of this notice, the Debtor-in-Possession, Willi L. Stich, will convey the following property of his estate in the manner and terms indicated:

DESCRIPTION OF PROPERTY

PROPOSED CONVEYANCE

500 shares of common stock in Lawrence Sound Research, Inc. This represents one-half of all the stock of Lawrence Sound Research, Inc.

Third National Bank, Nashville, Tennessee, currently holds a properly perfected security interest in all of the stock of the corporation.

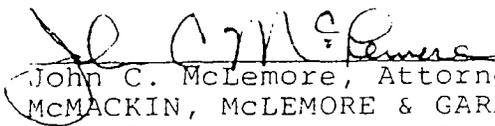
Conveyance of 500 shares of stock in Lawrence Sound Research, Inc., will convey to the recipient a one-half ownership of the corporation.

Willi L. Stich will convey 500 shares of Lawrence Sound Research, Inc., to Jzchah Wajcman, who on May 21, 1982, was elected to the Board of Directors of the corporation and named Executive Vice President.

The consideration for this conveyance is the contribution by Mr. Wajcman of his financial and business expertise to the reorganization effort of Willi L. Stich and Lawrence Sound Research, Inc. Mr. Wajcman has been heavily involved in the negotiation of a new distribution contract between Lawrence Sound Research Inc., and Kent Musical Products Inc., of New York. Mr. Wajcman will continue to be involved in the day-to-day operations of Lawrence Sound Research, Inc.

ANY OBJECTION AND APPLICATION FOR HEARING REGARDING THIS CONVEYANCE SHOULD BE FILED WITH THE U.S. BANKRUPTCY COURT CLERK, 2ND FLOOR, CUSTOMS HOUSE, 701 BROADWAY, NASHVILLE, TN 37203 WITHIN 15 DAYS AFTER THE DATE OF THIS NOTICE.

Dated this the 18th day of June, 1982.


 John C. McLemore, Attorney for the Debtor
 McMACKIN, McLEMORE & GARFINKLE
 4th Floor, St. Cloud Corner
 500 Church Street
 Nashville, TN 37219
 (615) 255-4545

AGREEMENT

THIS AGREEMENT made as of the twenty-third day of June, 1982, by and between KENT MUSICAL PRODUCTS CORPORATION ("Kent"), LAWRENCE SOUND RESEARCH, INC. ("LSR"), WILLI L. STICH a/k/a BILL LAWRENCE ("Lawrence") and JZCHAK WAJCMAN ("Wajcman").

1. Exclusive Domestic Rights. LSR and Lawrence hereby name and designate Kent as the exclusive sales distributor within the United States of America for sale to retail dealers of the following products manufactured by or under the direction of LSR or Bill Lawrence ("Products"):

- | | |
|---------|----------------------------------|
| Cable | Acoustical guitar pickups |
| Plugs | (other than replacement pickups) |
| Strings | |

Provided, however, LSR reserves the right to sell any and all of its Products to original equipment manufacturers ("OEM") and LSR warrants that these manufacturers will not resell these Products to other dealers and Kent shall make no OEM sales of LSR Products.

Replacement pickups shall not be treated as part of this Agreement and LSR shall have the right to sell replacement pickups direct. Kent shall have the right to sell any replacement pickups it has on hand or which it may agree to purchase from LSR.

In no event shall Kent make any sales of the Products of LSR or Lawrence outside the United States of America and Kent shall sell in the United States only to retail dealers.

2. Pricing. The manufacturer's initial suggested retail prices (discount structure) of all Products are listed in Exhibit A hereto. All prices shall be F.O.B. LSR's place of business in Mr. Juliet, Tennessee, and Kent shall pay all costs of transportation and shipping of Products from LSR's place of business. The pricing formula set forth on Exhibit A is based upon LSR's current costs of doing business and the assumption that

EXHIBIT 3

(PAGE 1 OF 21)

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7.

Kent will abide by the following agreement: In each one-year Period (hereafter defined), Kent will purchase, subject to the additional requirements of Paragraphs 6 and 7 hereof, Products in at least the following minimum annual amounts and quantities:

<u>Item</u>	<u>Minimum Dollars Paid by Kent in each Period (in 1982 Dollars)</u>
Cable and Plugs	\$325,000
Strings	\$200,000
Acoustical Pickups	\$325,000

All prices shown above and on Exhibit A are stated in 1982 U.S. Dollars and shall be adjusted annually to reflect changes in the Consumer Price Index for all items. Nothing in this Paragraph 2 shall be interpreted as limiting or modifying Kent's obligations to purchase minimum quantities of Products, as set forth in Paragraphs 6 and 7 below.

During the First Period pricing can be modified only by the mutual consent of LSR and Kent, provided, Kent agrees in advance that LSR may increase the retail price (and, hence, Kent's cost as a percentage of retail price) to pass on all actual increases in cost of materials used by LSR as supported by invoices. The invoices shall be shown to a neutral party to be designated by the Trust Department of Third National Bank. The neutral party shall examine the invoices and advise the parties whether the price increase is warranted and his decision shall be final. The neutral party shall otherwise hold in strict confidence all matters revealed by and through the invoices to protect LSR's trade secrets.

The parties agree that after the First Period the discount structure set for on Exhibit A, and the prices Kent must pay to LSR for Products, may be reasonably modified unilaterally by LSR from time to time during the remaining term of this Agreement; provided, (i) that any such modification shall be determined so as to maintain the Products of LSR competitive in the marketplace; (ii) nothing shall require LSR to set any suggested retail price at a level which would render manufacturing infeasible or impracticable in

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relation to the amount of sales which are being consummated; and (iii) to the extent that price increases imposed unilaterally by LSR after the First Period result in decreased sales by Kent, determined by all relevant factors and by comparing sales (by unit) for the comparable quarter of the preceeding year, Kent's obligation to purchase minimum quantities of that product (and of all products) shall be reduced on an annualized basis by the percentage of lost sales of that product and the product mix requirement shall similarly reflect such reduction.

In the event LSR elects to discontinue an item and fails to replace it with a new product handled by Kent, the minimum purchases described in this Paragraph and in Paragraphs 6 and 7 shall be reduced by the percentage which the discontinued item comprised of the total purchases by Kent in the Period (or portion of a Period computed on an annualized basis) preceding the date of discontinuance. In the event a new product handled by Kent replaces the discontinued item, the foregoing computation shall take into account (by crediting against the reduction) the new product purchases by Kent.

3. Term of Agreement. The term of this Agreement shall extend from June 23, 1982 through June 23, 1987, and shall be divided into five (5) distinct periods ("Periods") as follows:

First Period	6/23/82 - 6/22/83
Second Period	6/23/83 - 6/22/84
Third Period	6/23/84 - 6/22/85
Fourth Period	6/23/85 - 6/22/86
Fifth Period	6/23/86 - 6/22/87

4. Transition Period and Spirit of Agreement. The parties recognize that LSR traditionally has faced difficulty meeting a production schedule because of insufficient lead time with respect to the submission of purchase orders. If purchase orders are submitted 90 days in advance and call for a reasonably predictable Product mix, LSR will

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be able to order material and parts so as to achieve economies of scale and production, and Kent acknowledges that an orderly production schedule will benefit LSR. However, the parties also recognize that, for an initial start-up period of 90-180 days, smooth production, and Product flow may be problematic, but all parties pledge to use utmost good faith and best efforts to adhere to the spirit of this Agreement, which is based upon mutual cooperation, especially during the transition period.

5. Procedure for Purchase Orders. To attempt to expedite full production and to improve LSR's cash flow and inventory position, the parties agree as follows:

(i) On or about June 18, 1982 Kent purchased \$39,633.40 worth of Products which shall count against the first month's minimum purchases. Within 15 days from the date this Agreement is executed LSR shall ship to Kent and Kent shall pay to LSR approximately \$67,000 for the items listed on Purchase Order No. 1 attached hereto, except for those terms on Purchase Order No. 1 for which dated billing is agreed on.

(ii) Kent shall make purchases as shown by Purchase Orders 2 and 3, to be delivered by LSR not later than the dates shown on the Purchase Orders which are attached hereto.

(iii) For all Products which Kent is required to purchase or desires to purchase for delivery at any time more than ninety (90) days after the execution of this Agreement, Kent shall submit purchase orders to LSR at least ninety (90) days in advance of the specified date upon which it desires delivery of the Products by LSR. For example, items to be delivered in September must be ordered in June, and so forth.

(iv) All purchase orders submitted to LSR by Kent must be in writing and shall be noncancellable notwithstanding any language contained in the purchase order.

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(v) Additionally, at all times during this Agreement, Kent shall immediately accept delivery of any products for which it has submitted purchase orders to LSR if LSR should tender the products to Kent prior to the time specified for delivery in the purchase orders; provided however, LSR shall not invoice Kent for such products until the time specified for delivery in the purchase order. With respect to all Products, (except dated invoices) Kent shall make payment therefor not later than seven (7) days from receipt of LSR's Products, and Kent guarantees that it will not refuse to accept delivery on any Products.

(vi) In the event LSR is unable to deliver Products which have been properly ordered by Kent (i.e., in accordance with the terms of this Agreement) on or within 14 days from the specified delivery date, Kent's obligation to purchase minimum dollar amounts and Product mix for such month shall be deemed satisfied (with a commensurate reduction in the annual purchase requirement) to the extent of the lesser of (a) such non-delivered or late-delivered items or (b) the minimum purchases required of such item for such month. This provision (vi) will have the effect of penalizing LSR for late or non-delivery and, therefore, Kent covenants that it will not deliberately or unfairly use this provision or take advantage of LSR by ordering specific items or excessive or unusually large quantities of items which it believes or has reason to believe cannot be delivered by LSR by the delivery date specified. Moreover, Kent agrees that the maximum deduction or credit against minimum purchases to which it shall be entitled by reason of non-delivery or late delivery shall be the minimum monthly order in that particular month. With respect to late-delivered items, Kent agrees that it will accept delivery, even though late, but that the amount so accepted shall be counted against Kent's minimum purchase requirement for the next month (or months) and shall be paid for in the month following delivery.

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6. Minimum Annual Purchase Requirements.

(a) During each of the first six (6) months of this Agreement, Kent shall make minimum purchases from LSR in the amount of at least One Hundred Six Thousand Two Hundred Fifty (\$106,250.00) Dollars. During the remainder of the first Period, the amount of such minimum purchases shall be at least Seventy Thousand Eight Hundred Thirty-Three (\$70,833.00) Dollars in each month; provided in the event Kent shall purchase not less than \$950,000 in the First Period the difference between Kent's actual purchases in such Period and \$1,062,000 ($6 \times 106,250 + 6 \times 70,833$) shall be added to Kent's minimum purchase requirements for the Second Period (amortized over 12 months) and according to the product mix set forth in paragraph 7, and Kent may renew this Contract. If Kent fails to purchase at least \$950,000 in the First Period, LSR may, at its option, cancel this Agreement at the end of the First Period.

(b) During the Second Period of this Agreement, Kent shall purchase Products from LSR in approximately equal monthly amounts which shall equal or exceed Eight Hundred Fifty Thousand (\$850,000) Dollars for the year, plus an increase equal to a percentage of \$850,000 which shall equal the increase in the Consumer Price Index of the United States Government ("C.P.I.") during the First Period of this Agreement. For example, if the Consumer Price Index rises by 10% in the First Period, Kent's minimum annual purchases shall be increased by 10% to \$935,000.

(c) During the Third Period of this Agreement, Kent shall purchase Products from LSR in equal monthly amounts which shall equal or exceed the minimum required purchases during the Second Period of this Agreement increased by the greater of the following amounts:

(i) The minimum required purchases during the Second Period of this Agreement multiplied by the percentage increase in the C.P.I. (if any) during the Second Period of this Agreement;

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(ii) Eighty (80%) percent of the excess of the amount of all purchases by Kent from LSR during the Second Period of this Agreement over the amount of all purchases by Kent from LSR during the First Period of this Agreement.

For example, if Kent purchases \$1,000,000 of Products in the First Period and \$1,200,000 in the Second Period, 80% of the excess of 200,000, or \$160,000 would be compared to the increase in the C.P.I. for the Second Period (assume 10% or \$120,000), and the larger amount (\$160,000) would be added to the minimum annual purchase requirement for the Third Period.

(d) During the Fourth Period of this Agreement Kent shall purchase Products from LSR in approximately equal monthly amounts which shall equal or exceed the minimum required purchases during the Third Period of this Agreement increased by the greater of the following amounts:

(i) The minimum required purchases during the Third Period of this Agreement multiplied by the percentage increase in the C.P.I. during the Third Period of this Agreement.

(ii) Eighty (80%) percent of the excess of the amount of all purchases by Kent from LSR during the Third Period of this Agreement over the amount of all purchases by Kent from LSR during the Second Period of this Agreement.

(e) During the Fifth Period of this Agreement Kent shall purchase Products from LSR in approximately equal monthly amounts which shall equal or exceed the minimum required purchases during the Fourth Period of this Agreement increased by the greater of the following amounts:

(i) The minimum required purchases during the Fourth Period of this Agreement multiplied by the percentage increase in the C.P.I. during the Fourth Period of this Agreement.

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(ii) Fifty (80%) percent of the excess of purchases by Kent from LSR during the Fourth Period of this Agreement over the amount of all purchases by Kent from LSR during the Third Period of this Agreement.

(f) If there is a decrease in the C.P.I. during any of the first Four Periods of this Agreement, then the minimum purchases required under the provisions of this paragraph for the succeeding period shall be decreased by the following amount:

The percentage decrease in the C.P.I. multiplied by the minimum amount of sales required under the provisions of this Paragraph 6 for the Period during which the decrease in the C.P.I. occurred.

7. Product Mix. The parties acknowledge that, in addition to the requirement that Kent purchase the minimum dollar quantities set forth in Paragraph 6 above, Kent must also, within reasonable limits, purchase a predictable product mix so that LSR can economically produce the minimum quantities and can maintain a competitive discount structure. To achieve this purpose Kent agrees as follows:

(a) The first \$850,000 per Period purchased by Kent shall consist of and be allocated among the Products of LSR in each month (give or take 5% on each item) as follows:

Cable and Plugs	38%
Strings	24%
Acoustical Pickups	38%

(b) After Kent shall have paid for \$850,000 of Products in any Period no Product mix requirement shall apply for the remainder of such Period.

8. Non-Compete by Kent. Kent shall not buy or sell any product competitive with LSR's Products (except guitar strings and non-expensive, non-competitive imported cable). This prohibition shall also apply to any other entities related to or affiliated with Kent, and their respective agents, employees, salesmen, and distributors. This provision shall be construed to prohibit both direct and indirect competition.

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9. Non-Compete by LSR. LSR shall not, during the term of this Agreement, manufacture products on a private label or on any other basis which would be competitive with the Products as to which Kent is the exclusive distributor.

10. Non-Compete by Lawrence. The parties acknowledge that the reputation, knowledge, experience and expertise of Lawrence is the single most valuable asset of LSR and of its Products. Lawrence agrees that, as long as this Agreement is in effect and for two consecutive years following the termination of this Agreement if LSR voluntarily terminates this Agreement (or if Lawrence terminates his employment with LSR or initiates, influences, cooperates with or participates with LSR in terminating his employment), before the end of the Fifth Period, Lawrence will not compete either directly or indirectly, by himself or through agency relationships, partnerships, corporations, or by any other entity or means with the distribution of products by Kent identical to or substantially similar to the Products purchased by Kent hereunder anywhere in the United States. However, if Lawrence is terminated by LSR without cause and without in any manner cooperating, influencing, initiating or participating in LSR's decision to terminate him, or if the Agreement runs its five year course, or if Kent terminates the Agreement at any time, or if LSR shall be involuntarily placed in a Chapter 7 Bankruptcy proceeding (without any participation or influence by Lawrence), or if LSR shall repurchase all of its Products from Kent under Paragraph 17(g), then the two year non-compete provision shall not apply. This non-compete provision is reasonable under the circumstances in duration and scope and is an essential part of the consideration running to Kent. Any practice or conduct which might reasonably be deemed to be competitive to Kent's efforts or which would reasonably be expected to interfere with, injure or unfairly appropriate the sales efforts or marketing approach used by Kent with respect to the Products shall be deemed to be prohibited by LSR and by Lawrence, his agents, principals, employees, and business associates, under this Paragraph.

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11. New Products. If LSR or Lawrence, or both of them, desire to manufacture, sell or distribute any new products at any time during the term of this Agreement, they shall notify Kent of such desire and furnish prototypes (or sketches) and prices and other available evidence of the proposed new products to Kent for a period of 25 days, and Kent may, within such 25-day period, elect to be the exclusive distributor of such products within the United States of America (except for OEM sales) but only if it gives written notice of such election to LSR within twenty-five (25) days of the receipt of the prototypes, sketches or other available evidence of the proposed new products. A new product shall be a product which doesn't fall into the four categories identified in Paragraph 1 hereof. Any sales of new products made to Kent pursuant to the right of refusal set forth in this Paragraph shall not count towards or diminish Kent's minimum purchase and product mix requirements set forth in Paragraphs 2, 6 and 7.

If Kent and LSR are then unable to agree upon the terms of the purchase, sale and distribution of the new products within the original 25 day period, LSR shall have sixty (60) days to solicit other bona fide offers for the exclusive distribution of the new products within the United States of America (except OEM sales) and shall notify Kent of the most favorable such bona fide offer which it receives. Kent shall have fifteen (15) days from the time it receives notice of the competing bona fide offer within which to agree to purchase and distribute the new products on the same terms as set forth in the competing bona fide offer. If Kent fails to match the bona fide offer within such time, LSR shall have the immediate right to distribute the new products in any manner it desires.

The right of refusal granted to Kent in this paragraph shall apply to any and all products which LSR intends to market for sale under any name, including but not limited to "Bill Lawrence".

12. Advertising During the term of this Agreement, Kent will exclusively initiate and manage campaigns for advertising the Products which LSR sells to Kent and will

employ an accredited advertising agency to create professional and tasteful copy and artwork for insertion in consumer magazines, trade publications, brochures and other marketing aids which, in the opinion of Kent, will increase the sales of these Products. In addition, Kent shall, at its expense, have the right to promote dealer seminars, trade show seminars and displays, artist endorsements, and all other marketing and promotional aids which in the opinion of Kent will increase the sales of such products. Notwithstanding any of the foregoing provisions of this paragraph, LSR shall retain the right to approve all technical specifications and factual representations in any such advertising.

The advertising shall be paid for as follows:

(a) Kent shall bear the expense of all mailers, price lists, and dealer ordering sheet concerning in whole or in part any Products purchased by Kent.

(b) Kent may deduct from payments owed by it on each invoice an amount of up to 10% of the first \$850,000 of purchases in any Period and 5% of all similar purchases in excess of the first \$850,000 placed by Kent in that Period (except that, during the First Period LSR's total advertising expense shall not exceed \$75,000). Deductions and accounting for the advertising funds shall be made as follows:

(i) During the first three months of this Agreement Kent shall automatically deduct 10% of the purchase price (invoiced by LSR) and spend it exclusively on an appropriate advertising program for LSR Products.

(ii) Before deducting anything from the fourth monthly invoice Kent shall present to LSR paid advertising invoices showing how the advertising fund created in the first three months was spent. To the extent Kent deducted more than is accounted for by paid advertising invoices ("Overage"), it shall credit such Overage against the 10% for the fourth month and reduce the amount deducted accordingly.

(iii) Thereafter, the same procedure for substantiating all expenditures by Kent made in the preceding period shall be followed before a deduction for advertising is made in the next period such that LSR receives a monthly reconciliation of deductions and actual expenditures.

LSR shall not be required to pay Kent for any advertising commissions which are retained or received by Kent by reason of any advertisements which are placed directly by Kent with the advertising media. No salary or commission earned in connection with the advertising of the products of LSR shall be retained by or paid to Kent, its officers, directors or their relatives and LSR shall not be required to reimburse Kent for any such salaries or commissions.

Advertisements of Products of LSR which Kent publishes or causes to be published shall not refer to items which are not Products of LSR nor shall such advertisements refer in any way to Kent or its stockholder, On-Site Musical Systems, Inc., except and unless such reference to Kent or its stockholder is clearly secondary to the advertising of the products of LSR.

LSR shall not be required to reimburse Kent for any advertising which is not in compliance with the provisions of this Agreement. In the event this Agreement is properly terminated, any advertising by Kent after such termination shall be at Kent's expense, and during such period, as long as Kent shall advertise LSR Products, Kent may not sell competitive products. After termination of this Agreement all advertising in magazines by Kent of LSR Products shall not specify the prices of such Products.

13. Trade Name. Nothing in this Agreement is intended to nor shall it, grant to Kent a license to use the name "Bill Lawrence" or the name "Lawrence Sound Research," provided, Kent shall have the right to advertise the names and the Products in connection with this Agreement, and such rights shall terminate (a) upon LSR's exercise of its rights set forth in Paragraph 17(g) or, if such right is not exercised, either (b) two years from the termination of this Agreement in the event this Agreement is terminated before the end

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of the Fifth Period or (c) at the end of the Fifth Period if the Agreement has not been terminated earlier.

Wajcman and Lawrence expressly agree that to the extent they, or either of them has or claims to have any rights with respect to LSR or the trade name Bill Lawrence, or any licenses or related trade names, all such rights are hereby granted to LSR, Kent and Third National Bank in Nashville jointly and severally until the later of (i) payment in full of all debts of LSR to Third National Bank in Nashville and (ii) that point in time (not exceeding 2 years following termination of the Contract) when Kent shall no longer have the right to use the name "Bill Lawrence as set forth in this Paragraph 13. Kent's rights shall apply only to those Products purchased from LSR and in the possession of Kent. For purposes of this paragraph, Third National Bank in Nashville is a third-party beneficiary and this provision shall survive the termination of this Agreement if LSR's debt to the Bank has not then been discharged to the Bank's satisfaction.

Wajcman and Lawrence represent that they and they alone own the tradename "Bill Lawrence" on an equal basis, each being authorized to license the name to third parties, and that the only entities which have any rights in the name or will have any rights as long as this Agreement is in effect are (i) LSR, which has an exclusive license to use the name to manufacture and sell domestically, except OEM products designed by Lawrence and (ii) Third National Bank in Nashville, which has a security interest in the name granted to it by LSR. Wajcman and Lawrence hereby agree that the exclusive license of LSR is hereby extended for a period of an additional five years on the condition that, if Lawrence is no longer connected with LSR, LSR shall not use the name "Bill Lawrence" on any products or items other than those that were in production before Lawrence left LSR and LSR shall continue to maintain high standards of quality with respect to those Products which it continues to sell.

BY
F. J.

14. Replacement Pickups. Until such time as Kent no longer has replacement pickups Kent shall have the right to sell such pickups and LSR shall also have the right to sell direct to other entities its replacement pickups in competition with Kent.

15. Suppliers. Except with LSR's prior written consent during the term of this Agreement and any extensions hereof, Kent shall not purchase from any supplier of LSR any product which is sold by LSR or which is manufactured for LSR by that supplier.

16. Remedies.

(a) This Agreement and any dispute or controversy arising herefrom shall in all respects be governed by and construed according to the laws of the State of Tennessee; provided, the parties agree that any and all disputes arising hereunder or concerning this Agreement shall be resolved by binding arbitration according to the standards and rules of the American Arbitration Association. Unless otherwise agreed in writing, all arbitration proceedings shall take place in Cincinnati, Ohio at a location to be designated by the arbitrator selected. Selection of the arbitrator shall be made by mutual agreement or by each party striking from a list of five arbitrators prepared by the AAA two names until only 1 name remains. If arbitration proceedings have not commenced within 45 days from the date on which either party received notice from the other party requesting arbitration, either party may file suit in a court of law to adjudicate the dispute. Neither party shall be liable hereunder to the other party in damages except for nonpayment of invoices and except that LSR shall pay liquidated damages to Kent equal to \$500.00 per order that it sells direct to dealers (other than OEM) in violation of Paragraph 1 hereof. Each party shall bear his own expense in arbitration but the losing party shall pay the arbitrator's fees and expenses. Neither the arbitrator nor any court of law may grant an award of specific performance of the Contract against either party. The arbitrator's decision shall not be appealable or subject to collateral attack but may be enforced by suit or other legal process.

11

In the event either party shall give notice to the other party that it wishes to arbitrate a dispute under this Contract, such notice shall not affect the other terms of this Contract and Kent shall continue to purchase and LSR shall continue to sell, until the arbitration is concluded, not less than the minimum requirements set forth in the Contract just as though no dispute had arisen. A dispute shall not excuse performance by either party. In the event Kent refuses to submit purchase orders and to purchase minimum monthly quantities and product mix, LSR shall have the right (without paying liquidated damages) to sell direct to other dealers and entities pending a resolution of the arbitration.

(b) Either party may terminate this Agreement in the event it is materially breached by the other party (but such termination shall be subject to review by an arbitrator) upon 15 days prior written notice to the other party by certified mail notifying such party of the claimed breach and how such breach must be cured within such period. The cure period shall begin to run after the breaching party has received the notice of default.

17. Miscellaneous.

(a) The failure of either party to enforce at any time any of the provisions hereof shall not be construed to be a waiver of such provisions or of the right thereafter to enforce any such provisions.

(b) Any notice required or permitted under this Agreement or any extensions hereof shall be made by certified mail, return receipt requested at the addresses show below:

Kent Musical Products Corporation
3000 Marcus Avenue
Lake Success, New York 10042
Attention: Howard G. Jahre

Lawrence Sound Research, Inc.
Industrial Park
Mt. Juliet, Tennessee 37122
Attention: Bill Lawrence

07 4.56

With a copy to: Stephen S. Mathews, Vice President
Third National Bank in Nashville
Nashville, Tennessee 37244

And to: Stephen W. Ramp
Farris, Warfield & Kanaday
Seventeenth Floor
Third National Bank Building
Nashville, Tennessee 37219

(c) No renewals or termination hereof, or modification or waiver of any of the provisions herein contained, shall be binding upon either party unless made in writing and signed by an officer of each party to this Agreement. A mere acknowledgement or acceptance of any order inconsistent with the terms of this Agreement, or the making of deliveries pursuant thereto, shall not be deemed an acceptance or approval of such inconsistent provisions.

(d) This instrument contains the entire agreement between the parties. This Agreement supersedes and is in lieu of all existing agreements or arrangements between the parties, excepting obligations with respect to merchandise heretofore sold or delivered to Kent.

(e) The invalidity or unenforceability of any provisions of this Agreement shall not affect any other provision of this Agreement.

(f) All parties acknowledge that, as an accommodation, the attorneys for Third National Bank in Nashville, a major creditor of LSR & Lawrence, prepared a draft of this Agreement, such conduct was undertaken at the request of all parties and that no party to the contract was being represented by the Bank's counsel. In addition, all parties acknowledge that this Agreement is the product of a substantial amount of negotiation and that neither Third National Bank in Nashville nor its counsel are responsible for, or liable in respect of, this Agreement.

(g) In the event that this Agreement (or any extensions hereof) are properly terminated by LSR or in the event that Kent terminates for any reason, or in the event that this Agreement or any extensions hereof are not renewed or further

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extended, LSR shall have the right to repurchase from Kent all of the Products which LSR has sold to Kent and which has not sold to third parties. Any such repurchases shall be made at the same price at which the products were originally sold to Kent. Within 10 days after notice from LSR, Kent shall provide to LSR an inventory of all LSR Products held by Kent and the latest invoice price for such item. LSR shall be entitled to rely on the inventory provided by Kent in deciding whether to repurchase Kent's inventory of LSR Products. Such repurchase shall be for cash which shall be held in escrow by Third National Bank in Nashville pending instructions from Kent and LSR. In the event of a dispute of any kind, Third National Bank may hold the funds or pay them into Court and charge all expenses against the fund, including legal fees.

(h) Letter of Credit. Kent shall supply to Third National Bank in Nashville or any other lender designated by LSR a standby letter of credit for \$150,000 securing Kent's obligation to pay for Products properly shipped by LSR pursuant to purchase orders placed by Kent, which letter of credit shall be renewed annually unless the Bank shall waive or release this requirement in writing.

(i) On-Site Energy Systems Corp. hereby agrees to guarantee Kent's obligations hereunder. This guarantee shall run in favor of LSR and Third National Bank in Nashville.

(j) LSR and Kent hereby release each other from all obligations and claims arising from all contracts and transactions prior to the date here of and this mutual release shall prohibit any action or proceeding by either party against the other in respect of such claims.

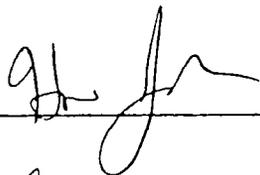
(k) All monies to be paid by Kent to LSR hereunder shall be paid by check payable jointly to LSR and Third National Bank in Nashville or by wire transfer with advice of transfer being sent to LSR and Third National Bank in Nashville. All such funds shall be deposited into a special account at Third National Bank in

VI

Nashville, and Third National Bank in Nashville shall have a security interest in such funds as the proceeds of collateral. Third National Bank in Nashville shall be a third-party beneficiary of this Contract.

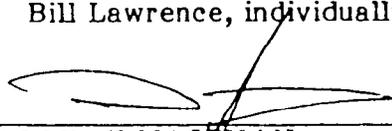
(1) Wajcman has executed this Agreement for the purpose of making the representations and warranties in paragraph 13 only. Lawrence does not guarantee to Kent the undertakings of LSR hereunder but is personally bound only to the extent set forth in this Contract.

KENT MUSICAL PRODUCTS CORPORATION LAWRENCE SOUND RESEARCH, INC.

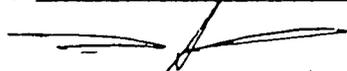
By: 

Willi L. Stich

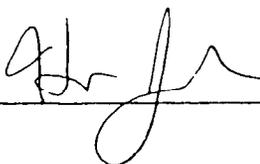
WILLI L. STICH, a/k/a
Bill Lawrence, individually


JZCHAK WAJCMAN

By: *Willi L. Stich*

 Vic. Pres.
Jzchak Wajcman

ON-SITE ENERGY SYSTEMS CORP.

By: 

WY
JWS

EXHIBIT "A" TO JUNE 23, 1982 CONTRACT

Discount Structure: Ac. Pickups 27.8%; Rpmt Pickups 26.7%
Cable & Plugs 26.7%; Strings 23.5%

Suggested Retail Prices:

C/Sr. 102

BILL LAWRENCE PICKUPS

L-FT145	Acoustic Pickup Stainless Steel	\$ 62.50
L-A300	Acoustic Pickup Bronze Wound Strings	54.00
L-A345	Pole Style Like A-300	69.50
L-A300DLX	Deluxe Acoustic, Blk. Stainless Case	59.50
L-A400	Arch Top, Fingerboard Mount	49.50
L-250	Humbucking Strat	58.00
L-250T	Humbucking Blade Rear Tele	58.00
L-500RC	Twin Blades Open Coil Rhythm Creme	60.00
L-500RB	Twin Blades Open Coil Rhythm Black	60.00
L-500LB	Twin Blades Open Coil Lead Black	60.00
L-500LC	Twin Blades Open Coil Lead Creme	60.00
L-550RB	Small Pickup Twin Blades Rhythm Black	60.00
L-550RC	Small Pickup Twin Blades Rhythm Creme	60.00
L-550LB	Small Pickup Twin Blades Lead Black	60.00
L-550LC	Small Pickup Twin Blades Lead Creme	60.00
L-EB50	Bass-Large Humbucker - Black Twin Blades	60.00
L-EB60P	P. Bass-Black or Creme	60.00
L-605	12-H Clean Highs - Clean Lows Black, Creme	80.00
L-705	14-H Full Sound with Highs Black, Creme	80.00
L-805	21-H Heavy Sound Mellow Highs Black, Creme	80.00
L-TLF	Tone-L - Filter	13.40
	Mounting Rings for Replacement Pickups	2.75

VINTAGE SERIES

L-T1	Tele 1 Front Rhythm Pickup	\$ 46.00
L-T2	Tele 2 Bridge Pickup	49.50
L-S1R	Strat Front Rhythm	46.00
L-S2M	Strat Middle	46.00
L-S3L	Strat Back Lead	49.50
L-HB '58	Vintage Humbucking, Black, Creme	54.00

CORD FACTORY

L-CF500	500' Cord, 50 Plugs	\$382.50
L-500	500' Roll (.37 foot)	185.00
L-CF250	250' 2500 Cord, 50 Heavy Duty Plugs	
	In Display	362.50
L-CF50	50' 2500 Cord, 10 Heavy Plugs	72.50
L-250	250' Roll Of 2500 Cord	122.50
L-Plug	Plug	3.95
L-Plughvy	Heavy Duty Solderless Plug	4.85
Plug dp	50 Heavy Duty Plug Display	242.50

BILL LAWRENCE STRINGS

LONG LIFE (Chromium Wound Steel) AND BRONZE WOUND

		GUITAR	SET
UL-XL-LL	Long Life		\$ 7.00
L-ML-M	Long Life and Bronze		8.50
12 String	Bronze		12.00
		BASS	
L-ML-M	Long Life		28.00
Shorts	Long Life		28.00
		PEDAL STEEL	
E9	Long Life		9.50
C6	Long Life		14.50
		BASS SINGLES	
.038-.048	Long Life		4.50
.050-.064	Long Life		6.00
.066-.084	Long Life		7.50
.086-.108	Long Life		12.00
		GUITAR SINGLES	
.008-.015	Plain		.70
.016-.019	Plain		.75
.020-.022	Plain		.80
.018-.026	Long Life & Bronze		1.60
.028-.036	Long Life & Bronze		1.70
.038-.046	Long Life & Bronze		1.80
.048-.056	Long Life & Bronze		2.00
.058	Long Life & Bronze		2.20
.060-.070	Long Life		3.80
.079	Long Life		4.40

KITS

Gauged Kit	\$1,000.00
Mini Kit	500.00
Electric Kit	340.00

HEAVY DUTY STUDIO CORDS

Ready Made, 2500 Series

L-SC3	3 ft.	\$ 14.50
L-SC12	12 ft.	18.50
L-SC20	20 ft.	22.50

U/S
C/Sr.

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JUNE -3 - July 23

	HARRIS FANGELL	MAXWELL	SOUTHLAND
2-300	400 (units)	728 (units)	600 (units)
FT-145	500	1000	500
- 250 B	48	47	-
L-605	12	8	-
B-50 C	24	24	24
S II M	36	36	36
S I R	36	36	36
FT-145 HD	—	30	—

Delivery by July 15, 1982
Payment by wire on date
of delivery.

OK
JES.

	HARRIS	MAXWELL	SOUTHLAND
-1600 Plugs	2500	5000	2500
F- 250	50	100	50
- 2500 Plugs	2500	5000	2500
ABLE 20'	500	1000	500
ABLE 12'	250	500	250
F- 50	200	400	200
.50' Roll	50	100	50
STRINGS		\$ 20,000.00	

Delivery by Aug. 15, 1982

OK
J. St.

AGREEMENT

BY THIS AGREEMENT, made and entered into this 1st day of February, 1983, by and between THE LAWRENCE CONNECTION, INC., a California corporation ("Lawrence") and LAWRENCE SOUND RESEARCH, INC., a Tennessee corporation ("Lawrence Sound"), and the debtor in proceedings under Chapter 11 of the Bankruptcy Code and as a debtor-in-possession in said Chapter 11 proceedings, and/or in any other capacity now or hereafter applicable, confirm and agree as follows:

R E C I T A L S

1. Lawrence Sound is and has been in the business of manufacturing and selling various products for the musical industry and is currently conducting its business as a debtor-in-possession under Chapter 11 of the Bankruptcy Code, which proceedings are pending in the Bankruptcy Court for the Middle District of Tennessee.

2. Lawrence is a corporation duly organized and existing under the laws of the State of California; and one of its purposes is to render services to Lawrence Sound, as agreed upon from time to time, including but not limited to purchasing, marketing, and promoting Lawrence Sound's products in an effort to enhance and increase the profits of Lawrence Sound.

3. Each party to this Agreement represents and warrants that it is a duly organized and validly existing corporation under the laws of its respective state of incorporation and has the corporate

W.S.

EXHIBIT 4

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(PAGE 1 OF 4)

power to enter into this agreement.

A G R E E M E N T

4. Lawrence Sound hereby gives its consent to the permanent use of the name "THE LAWRENCE CONNECTION, INC." by Lawrence. Lawrence understands and acknowledges that The Third National Bank of Nashville Tennessee is holding under a collateral security agreement all trade names and trademarks of Lawrence Sound that use the name "Lawrence" in the music industry now in existence or to be established for use in the future.

5. In the event Lawrence opens custom shops throughout the United States for the purpose of promoting and selling Lawrence Sound products, Lawrence Sound shall support such custom shops, with advertising material and products. Lawrence Sound shall supply products to be given to various individual musicians or groups as selected by Lawrence, for the purpose of promoting the Lawrence Sound products. Such products shall be given to such musicians and groups in consideration of such musicians using the Lawrence Sound product, or of Lawrence being able to use their names as musicians using and endorsing Lawrence Sound product. Lawrence Sound will use its best efforts to support the custom shops as opened by Lawrence.

6. Lawrence is authorized to sell, on behalf of Lawrence Sound, all products produced and/or manufactured by Lawrence Sound not otherwise being marketed by any other party under an exclusive marketing agreement as of the date of this agreement.

WPA

D.N.

7. A suggested retail price list of Lawrence Sound products to be sold by Lawrence shall be established by Lawrence Sound from time to time, and such prices shall be competitive with all products in the industry.

8. Lawrence shall use its best efforts to promote and sell Lawrence Sound products during the term of this agreement.

9. Lawrence Sound covenants and agrees to fulfill the requirements of Lawrence. Shipments shall be made as required and ordered by Lawrence.

10. It is understood by both parties hereto that all of the tooling of Lawrence Sound is covered by the collateral security agreement with The Third National Bank of Nashville. In the event Lawrence Sound provides Lawrence with tooling from time to time, to be used by Lawrence in the manufacturing of parts for Lawrence Sound, and either Lawrence Sound or the holder of the collateral security agreement requests the return of such tooling; Lawrence shall immediately return such tooling as directed.

11. The consideration for the various services to be performed by Lawrence for and on behalf of Lawrence Sound, shall be agreed upon and established from time to time and shall be reasonable and competitive with the costs of such services as established in the industry.

12. Nothing herein contained shall be deemed to create in Lawrence any right or authority to incur any obligation on behalf of Lawrence Sound or to bind Lawrence Sound in any respect whatsoever, without the written consent of Lawrence Sound.

W.H.H.

W.

13. Any amendments to this Agreement must be in writing and signed by the President and Vice-President of each corporation that is a party hereto.

THE LAWRENCE CONNECTION, INC.,
a California corporation

By Willi L. Stich
WILLI L. STICH, President

By Jzchak Wajcman
JZCHAK WAJCMAN, Vice-
President

LAWRENCE SOUND RESEARCH, INC.

By Willi L. Stich
WILLI L. STICH, President

By Jzchak Wajcman
JZCHAK WAJCMAN, Vice-
President

to pay the Notes when due is an event of default pursuant to the Security Agreements entitling TNB to possession of the Property.

4. Defendant Lawrence Sound Research, Inc. and Stitch have failed to pay the Notes when due despite demand by TNB.

5. TNB, therefore, is entitled to possession of the Property, which defendants have refused to deliver, despite repeated requests.

6. On information and belief, defendants are impairing TNB's security interest in the Property by transporting it out of state or otherwise disposing of or concealing the Property.

7. The Property is valued at \$50,000.00.

WHEREFORE, TNB requests that:

1. Named defendants be made such by personal service of process of the summons with a copy of the Complaint and exhibits thereto, issued to the defendants requiring them to answer the Complaint and to disclose the location of the Property, wherever it may be found.

2. A possessory hearing be held on May ____, 1984 at ____ A.M. before the Chancellor in his Chambers at the Davidson County Courthouse, and that the summons so recite. The Court waive pre-hearing notice and issue a writ of possession upon filing of bond in the amount equal to the value of the Property. No other judge has refused to issue a restraining order.

Respectfully submitted:

FARRIS, WARFIELD & KANADAY

By: Robert C. Goodrich, Jr.
Robert C. Goodrich, Jr.
Seventeenth Floor
Third National Bank Building
Nashville, Tennessee 37219
Telephone: (615) 244-5200

Farris, Warfield & Kanaday is surety in this action not to exceed \$500.00.

Robert C. Goodrich, Jr.
Robert C. Goodrich, Jr.

AFFIDAVIT

I, JOE SADLER, the undersigned, do hereby state that I am a Collection Officer of Third National Bank having familiarity with the facts underlying the statements contained in the Complaint, and that to the best of my knowledge the factual allegations contained therein are true and accurate statements of fact.

Dated: 5/25/84

By: Joe R. Sadler
Title: Collection Officer

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Celia E. Bouse, a Notary Public of said County and State, JOE SADLER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at Office, this 25th day of May, 1984.

Celia E. Bouse
Notary Public

My Commission Expires: July 27, 1986

CONSOLIDATION PROMISSORY NOTE

\$165,394.43

Nashville, Tennessee
February 15, 1982

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of THIRD NATIONAL BANK IN NASHVILLE (the "Bank") the sum of One Hundred Sixty-Five Thousand Three Hundred Ninety-Four and 43/100 Dollars (\$165,394.43), plus interest thereon at the rate of one percent (1%) per annum in excess of the base rate charged by the Bank. As used herein, the term "base rate" is that rate established from time to time and announced by Third National Bank in Nashville as its "base rate" such rate being an interest rate used as an index for establishing interest rates on loans. Whenever the Bank's base rate shall change, the interest rate on the Consolidation Promissory Note shall change.

Commencing March 15, 1982 and on the 15th day of each succeeding month, the Customer shall pay monthly installments of \$5,000.00 each to the Bank which shall be applied by the Bank first to accrued interest and then to the principal obligations of the Customer to the Bank. Such payments shall continue until the Consolidation Promissory Note has been paid in full.

This Note is secured by a security interest in all collateral described in a Loan Agreement dated September 21, 1978, as amended (the "Loan Agreement").

If any payment of any installment is not made on or before the date due, or if there is any default under the Loan Agreement or any other document executed in connection with the debt evidenced hereby, the entire balance hereof shall, at the option of the holder, be due and payable without notice.

The makers and any endorsers of this Note jointly and severally agree to pay a reasonable attorney's fee in the event the Note is placed in the hands of attorneys for collection. All parties including makers and endorsers, hereby waive demand, protest and notice, and consent to any and all extensions which holder may grant.

The undersigned agree that the holder may, at any time it deems proper for its protection, call for and accept as additional security (without signature, or signatures), or a pledge of property of any kind, or both, without affecting the liability of any party, or parties, to this obligation. Failure to comply with any such call for additional security to the satisfaction of the holder shall render the full amount of this Note, at the option of the holder, due and payable forthwith.

Executed as of this 15th day of February, 1982.

LAWRENCE SOUND RESEARCH, INC.

By: Willi L. Stich
Willi L. Stich, President

Willi L. Stich
WILLI L. STICH

SWR/2-10-82

DEMAND NOTE

\$27,000.00

July 8, 1983

FOR VALUE RECEIVED, LAWRENCE SOUND RESEARCH, INC. and WILLI L. STICH, a/k/a BILL LAWRENCE (herein called "Maker") hereby jointly and severally promise to pay to the order of Third National Bank in Nashville, a national banking association having its principal place of business in Nashville, Tennessee (herein called "Lender"), its successors and assigns, ON DEMAND, the principal sum of Twenty-Seven Thousand and 00/100 Dollars (\$27,000.00), plus interest hereon at the rate of one percent per annum in excess of the Lender's base rate. As used herein, the term "base rate" is that rate established from time to time and announced by Third National Bank in Nashville as its "base rate", such rate being an interest rate used as an index for establishing interest rates on loans. Nothing herein shall entitle the Lender to charge, collect or otherwise receive interest in excess of the maximum limit imposed by applicable laws (or regulations) in their present form or as they may be amended. Interest shall be computed on the basis of a 360 day year. The rate of interest provided herein shall be determined on a daily basis and shall be payable monthly in arrears.

This Note is executed pursuant to an Order Authorizing Debtor to Borrow Funds on Secured Basis in the joint cases of Lawrence Sound Research, Inc. and Willi L. Stich, Debtors, BK No. 381-0356 and 381-03684, United States District Court for the Middle District of Tennessee, Bankruptcy Division.

Upon the occurrence of any one or more of the Events of Default defined in the Security Agreement or the Guaranty of The Lawrence Connection, or upon failure to pay interest promptly each month or to pay principal as agreed, or, at the option of the holder of this Note, on demand, whether or not an Event of Default shall have occurred, all amounts then remaining unpaid on this Note may be declared to be immediately due and payable without notice. The holder may waive any default before or after the same has been declared and restore this Note to full force without impairing any rights hereunder, such right of waiver being a continuing one.

Demand, notice and protest are expressly waived.

In the event this Note is placed in the hands of attorneys for collection or for enforcement or protection of the holder's rights described in any other document executed in connection herewith, the undersigned agrees to pay to the holder of this Note on demand reasonable attorneys' fees and all court and other costs incurred by the holder hereof.

Prompt payment of this Note is guaranteed by The Lawrence Connection and is secured by the Collateral described in the loan documents.

This Note shall be construed in accordance with the laws of the State of Tennessee and may not be changed or terminated orally.

Executed on the 8th day of July, 1983.

LAWRENCE RESEARCH, INC.

By: Willi L. StichTitle: President

Willi L. Stich
WILLI L. STICH
(a/k/a Bill Lawrence)

DEMAND NOTE

\$100,000.00

July 8, 1983

FOR VALUE RECEIVED, LAWRENCE SOUND RESEARCH, INC. and WILLI L. STICH, a/k/a BILL LAWRENCE (herein called "Maker") hereby jointly and severally promise to pay to the order of Third National Bank in Nashville, a national banking association having its principal place of business in Nashville, Tennessee (herein called "Lender"), its successors and assigns, ON DEMAND, the principal sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00), or so much thereof as shall be unpaid and outstanding, plus interest hereon at the rate of one percent per annum in excess of the Lender's base rate. As used herein, the term "base rate" is that rate established from time to time and announced by Third National Bank in Nashville as its "base rate", such rate being an interest rate used as an index for establishing interest rates on loans. Nothing herein shall entitle the Lender to charge, collect or otherwise receive interest in excess of the maximum limit imposed by applicable laws (or regulations) in their present form or as they may be amended. Interest shall be computed on the basis of a 360 day year. The rate of interest provided herein shall be determined on a daily basis and shall be payable monthly in arrears.

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Demand, notice and protest are expressly waived.

In the event this Note is placed in the hands of attorneys for collection or for enforcement or protection of the holder's rights described in any other document executed in connection herewith, the undersigned agrees to pay to the holder of this Note on demand reasonable attorneys' fees and all court and other costs incurred by the holder hereof.

Prompt payment of this Note is guaranteed by The Lawrence Connection and is secured by the Collateral described in the loan documents.

This Note shall be construed in accordance with the laws of the State of Tennessee and may not be changed or terminated orally.

Executed on the 8th day of July, 1983.

LAWRENCE RESEARCH, INC.

By: Willi L. Stich

Title: President

Willi L. Stich
WILLI L. STICH
(a/k/a Bill Lawrence)

SECURITY AGREEMENT

Debtor:

Lawrence Sound Research, Inc.
1 Industrial Drive
Mt. Juliet, Tennessee 37212

and

Willi L. Stich
a/k/a Bill Lawrence
1 Industrial Drive
Mt. Juliet, Tennessee 37212

Secured Party:

Third National Bank in Nashville
201 Fourth Avenue, North
Nashville, Tennessee 37244

SECURITY AGREEMENT made this 8th day of July, 1983 between LAWRENCE SOUND RESEARCH, INC., a Tennessee corporation having its principal place of business at the address shown above and Willi Stich, a/k/a Bill Lawrence (hereinafter referred to as "Debtor") and THIRD NATIONAL BANK IN NASHVILLE, a national banking association, having its principal place of business at the address shown above (hereinafter referred to as "Secured Party").

W I T N E S S E T H :

WHEREAS, for and in consideration of the execution of this Security Agreement by Debtor, Secured Party is concurrently herewith extending to Debtor up to \$127,000 is credit evidenced by two promissory notes of even date herewith; and

WHEREAS, Secured Party desires to obtain, and Debtor desires to grant, a security interest in certain property of Debtor, now owned or hereafter acquired, and the proceeds thereof, to secure repayment of all indebtedness described in Section 2 hereof;

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

Section 1. Security Interest. As security for the payment of the indebtedness more particularly described in Section 2 of this Security Agreement, Debtor hereby assigns and grants to Secured Party a security interest in and to the following described property (hereinafter sometimes referred to as the "Collateral"). The term "Collateral" includes all of Debtor's right, title and interest in and to the following property, both presently owned or existing and hereafter acquired or arising:

(a) All of Debtor's equipment, machinery, parts, replacements, furniture fixtures, and accessories;

(b) All of Debtor's accounts, accounts receivable, chattel paper documents, instruments, general intangibles and contract rights;

(c) Inventory, raw materials, work in process, finished goods, furniture, fixtures;

(d) Patents, patent applications, copyrights, trademarks, trade names;

(e) All proceeds (including insurance proceeds) or products attributable to or arising from any of the foregoing Collateral;

(f) All other property substituted for any of such property described above including the proceeds of all such Collateral.

Section 2. Indebtedness Secured Hereby. The security interest granted herein by Debtor secures and shall secure:

(a) Payment of an indebtedness evidenced by two Notes of even date herewith, executed by Debtor to Secured Party pursuant to the Loan Agreement in the principal sums of \$27,000 and \$100,000, respectively, and all extensions, modifications and renewals thereof (the "Note");

(b) Payment of all other obligations, liabilities and indebtedness owed by either Debtor to Secured Party both now existing or hereafter contracted or arising, joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated and unliquidated, and all renewals, extensions or modifications thereof and whether incurred or given as maker, endorser, guarantor, customer, or otherwise;

(c) Payment of all money or property heretofore or in the future advanced to or for the account of, or on behalf of, Debtor;

(d) Payment of all costs and expenses incurred by Secured Party in enforcing or protecting its rights with respect to the Collateral or the indebtedness secured by the Collateral, including, but not limited to, reasonable attorneys fees;

(e) Payment of all future advances made by Secured Party for taxes, levies, insurance and/or repairs to or maintenance of the Collateral.

For purposes of this Security Agreement, all such obligations secured by the Collateral shall be referred to as "Indebtedness."

Section 3. Debtor's Representations to Secured Party. Debtor hereby represents the following facts to be true and correct as of the date hereof:

(a) Debtor is the true and lawful owner of the Collateral;

(b) Debtor has a good right to grant a security interest in the Collateral;

(c) Except for prior liens in favor of Third National Bank in Nashville, there are no advances, liens, security interests or encumbrances against the Collateral.

PURCHASE AGREEMENT

This agreement is entered into by and between THIRD NATIONAL BANK IN NASHVILLE ("Lender") and DEGALIM, INC., a California Corporation ("Purchaser") as of the 25th day of June, 1984.

WITNESSETH:

WHEREAS, Lender had a security interest in and to certain assets owned by Lawrence Sound Research, Inc. ("LSR") and/or Willi L. Stich, a/k/a Bill Lawrence; and

WHEREAS, Lender foreclosed its security interests pursuant to Article 9 of the Uniform Commercial Code by selling the assets encumbered by such security interests to Purchaser; and

WHEREAS, Purchaser purchased the assets by executing this Agreement and delivering to Lender promissory notes secured by the assets which it purchased; and

WHEREAS, Purchaser and Lender agree that the purchase money notes issued by Purchaser shall be repaid in accordance with the following terms and conditions;

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. National Receivables. Purchaser purchased all domestic accounts receivable of LSR (other than OEM) for a promissory note in the principal sum of \$65,000 ("Note No. 1") bearing interest at 1/2 of 1% in excess of Lender's base rate, payable in full six months from the date hereof. Said note is secured by the national accounts receivable (other than OEM) and shall be secured by a letter of credit in the sum of \$25,000 callable at sight after the maturity of the note. Lender may call under the letter of credit only the amount by which the \$65,000 plus interest has not been paid at maturity. Letter of credit to be furnished not later than July 6, 1984 days of the date of this Agreement. If not furnished by July 6, 1984 Lender may cancel this Agreement at its option.
2. International Receivables. Purchaser purchased LSR's international receivables and domestic OEM receivables for a promissory note in the sum of \$35,000 ("Note No. 2") bearing interest at 1/2 of 1% per annum in excess of Lender's base rate, payable in full six months from the date hereof. Said note is secured by the accounts receivable purchased by Purchaser.
3. Inventory. Purchaser purchased the raw materials, work in process and finished goods inventory of LSR for a promissory note in the sum of \$65,000 ("Note No. 3") bearing interest at 1/2 of 1% per annum in excess of Lender's base rate, payable in full six months from the date hereof. Said note is secured by a security interest in the inventory which Purchaser purchased, and all

inventory which Purchaser hereafter acquires. The inventory will be boxed and controlled by Lender. As Purchaser needs to use inventory, it will pay cash to Lender at the rate of \$100.00 per box as a means of liquidating the promissory note.

4. All Other Assets Under Lender's Lien. Purchaser purchased all of the other assets covered by Lender's liens against LSR and/or Willi L. Stich including without limitation all of LSR's equipment, copyrights, trademarks and tradename including the trademark and tradename Bill Lawrence and Lawrence Products, and any derivation thereof, for a purchase price equal to the sum of (i) a promissory note in the sum of \$30,000 ("Note No. 4") and (ii) the difference between all sums received by Lender in respect of the four promissory notes referred to in this Agreement and \$195,000 plus interest thereon at 1/2 of 1% in excess of Lender's base rate. In short, the purchase price of the assets described in this paragraph will increase above \$30,000 by an amount equal to the difference between \$195,000 plus interest and the amount actually received by Lender within six months from the date hereof from all four notes. Lender agrees that, to the extent a deficiency exists, it will permit Purchaser to renegotiate the terms of the \$30,000 note plus the deficiency for an extension not to exceed an additional six months. The indebtedness described in this paragraph shall be secured by the assets purchased by Purchaser described in this paragraph. The lien against said assets will not be released until Lender shall have received \$195,000 plus interest thereon at 1/2 of 1% in excess of Lender's base rate within the time agreed to by Lender. In the event the required amount has not been paid within the prescribed time, Lender shall have the right to enforce its lien against all assets not previously released.

5. In the event Lender acquires title to the property owned by Mr. & Mrs. Willi L. Stich, Lender agrees to lease the property to Purchaser on a month to month basis for the sum of \$1,000 per month payable in advance. Lender may terminate the lease on 30 days' written notice to Purchaser.

6. The Promissory Note for \$65,000 secured by the national receivables and the Promissory Note for \$35,000 secured by the international receivables shall be jointly and severally guaranteed by Willi L. Stich and Joyce Stich.

7. To monitor the collection and reduction of the Promissory Notes, Purchaser shall establish with Lender five accounts:

Account Number 1:	Accounts Receivable, National
Account Number 2:	Accounts Receivable, International
Account Number 3:	Inventory
Account Number 4:	Other Assets
Account Number 5:	An Operating Account from which money will be disbursed to the other four accounts

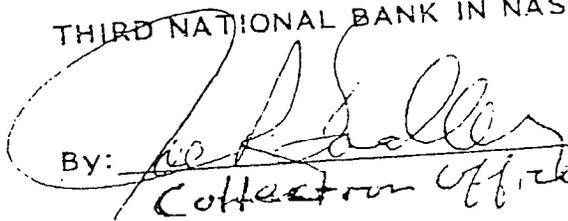
At such time as the Promissory Note associated with Account Number 1, 2 or 3 is paid in full, Lender shall release the lien

securing each such note; provided, Lender shall not release the lien securing the purchase price of Other Assets associated with Account No. 4 and described in Paragraph 4 hereof until Lender shall have received a total of \$195,000 from all four notes plus interest thereon at the rate of 1/2 of 1% in excess of Lender's base rate.

8. In the event Purchaser or LSR receives \$16,000 or a letter of credit for \$16,000 for a pending of order from Japan, then \$10,000 will be applied to Account No. 1, and \$6,000 shall be applied to Account No. 5. Such payment will be credited against Note No. 1. Application shall be 62.5% to Lender and 37.5% to Purchaser.
9. The assets of LSR and/or Willi L. Stich were purchased by Purchaser "as is" and without representations or warranties by Lender of any kind, nature or description.
10. Purchaser represents and warrants to Lender that Willi L. Stich is not an officer, employee, stockholder or director of Degalim, Inc.
11. This Agreement will become effective on June 25, 1984 or as soon thereafter as is practicable provided (i) Degalim is duly incorporated under the laws of California, and (ii) the sale of assets pursuant to the notice of private sale is complete.

IN WITNESS WHEREOF, this Agreement is executed on the date first above written.

THIRD NATIONAL BANK IN NASHVILLE

By: 
Collection Officer

DEGALIM, INC.

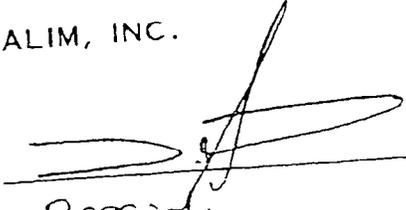
By: 
President

EXHIBIT "A"

As security for the payment of the indebtedness more particularly described in the Security Agreement, Debtor hereby assigns and grants to Secured Party a security interest in and to the following described property (hereinafter sometimes referred to as the "Collateral"). The term "Collateral" includes all of Debtor's right, title and interest in and to the following property, both presently owned or existing and hereafter acquired or arising.

- (a) All domestic accounts receivable (other than OEM) purchased by Debtor at foreclosure and formerly owned by Lawrence Sound Research, Inc., and all proceeds thereof;
- (b) All international accounts receivable and all OEM accounts receivable purchased by Debtor at foreclosure and formerly owned by Lawrence Sound Research, Inc., and all proceeds thereof;
- (c) All inventory, work-in-process, raw materials now owned and hereafter acquired by Debtor, and all proceeds thereof;
- (d) All equipment formerly owned by Lawrence Sound Research, Inc., and any patents, patent applications, copyrights, trademarks, tradenames, including without limitation the name "Bill Lawrence" and the designation "Lawrence Products," "Bill Lawrence Products," "Lawrence Sound" and any derivation thereof, and general intangibles which Debtor acquired from Third National Bank in Nashville or Lawrence Sound Research, Inc., or Willi L. Stich a/k/a Bill Lawrence, and any other assets on which Third National Bank in Nashville held a lien prior to foreclosure;
- (e) All proceeds (including insurance proceeds) or products attributable to or arising from any of the foregoing Collateral;
- (f) All other property substituted for any of such property described including the proceeds of all such Collateral.

BILL OF SALE

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, THIRD NATIONAL BANK IN NASHVILLE, a national banking association, does hereby sell, transfer, deliver and quitclaim to DEGALIM, INC. all of the right, title, and interest of Lawrence Sound Research, Inc. and Willi L. Stich a/k/a Bill Lawrence (collectively "Debtor"), a Tennessee corporation, in and to Debtor's property described in Exhibit A (the "Property").

This sale and transfer is made pursuant to Tennessee Code Annotated § 47-9-504.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH ABOVE, THIRD NATIONAL BANK IN NASHVILLE MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO: THE CONDITION, DESIGN OR QUALITY OF THE PROPERTY; THE FITNESS OF THE PROPERTY FOR USE FOR PARTICULAR PURPOSE; THE MERCHANTABILITY OF THE PROPERTY; THE QUALITY OF THE PROPERTY; OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY. THIRD NATIONAL BANK IN NASHVILLE SHALL HAVE NO LIABILITY TO DEGALIM, INC. OR ANY PERSON WHOMSOEVER FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE (INCLUDING ATTORNEY FEES) OF ANY KIND OR NATURE, WHETHER SPECIAL, CONSEQUENTIAL, ECONOMIC OR OTHERWISE, CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALY OR CONSEQUENTLY BY THE PROPERTY OR ANY PART THEREOF OR DEFECT OR DEFICIENCY THEREIN BY ANY INCIDENT WHATSOEVER WHETHER ARISING IN STRICT LIABILITY OR OTHERWISE. DEGALIM, INC., TAKES THE PROPERTY AS IS WHERE IS.

IN WITNESS WHEREOF, Third National Bank in Nashville has executed this Bill of Sale this 25th day of June, 1984.

THIRD NATIONAL BANK
IN NASHVILLE

By: [Signature]
Title: Collection Officer

THIS BILL OF SALE ACCEPTED AND APPROVED BY:

DEGALIM, INC.

By: [Signature]
Title: President

EXHIBIT A

The Property consists of all of Debtor's property in which Secured Party has an interest, including without limitation:

inventory, raw materials, work in process, finished goods, accounts receivable, contract rights, general intangibles (including without limitation patents, patent applications, copyrights, trademarks, trade names, and goodwill), instruments, documents, equipment, parts, machinery, goods, furniture, fixtures, vehicles, deposit accounts, accessions, substitutions, replacements, products and proceeds, and all books and records relating to any of the foregoing.

**STANDARD FORM
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1**

ORDER FROM
MASTER-CRAFT CORP.
KALAMAZOO, MICH.

INSTRUCTIONS:

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
4. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
6. At the time of original filing, filing officer should return third copy as an acknowledgment. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) Degalim, Inc. One Industrial Drive Mt. Juliet, TN 37212	2. Secured Party(ies) and address(es) Third National Bank in Nashville 201 Fourth Avenue North Nashville, TN 37219	For Filing Officer (Date, Time, Number and Filing Office):
4. This financing statement covers the following types (or items) of property: See Exhibit "A" attached hereto. The maximum principal indebtedness secured hereby under any contingency is \$195,000.		5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Secretary of State of Tennessee

By: Degalim Inc.
President
Signature(s) of Debtor(s)

By: Third National Bank
[Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

EXHIBIT "A"

As security for the payment of the indebtedness more particularly described in the Security Agreement, Debtor hereby assigns and grants to Secured Party a security interest in and to the following described property (hereinafter sometimes referred to as the "Collateral"). The term "Collateral" includes all of Debtor's right, title and interest in and to the following property, both presently owned or existing and hereafter acquired or arising.

- (a) All domestic accounts receivable (other than OEM) purchased by Debtor at foreclosure and formerly owned by Lawrence Sound Research, Inc., and all proceeds thereof;
- (b) All international accounts receivable and all OEM accounts receivable purchased by Debtor at foreclosure and formerly owned by Lawrence Sound Research, Inc., and all proceeds thereof;
- (c) All inventory, work-in-process, raw materials now owned and hereafter acquired by Debtor, and all proceeds thereof;
- (d) All equipment formerly owned by Lawrence Sound Research, Inc., and any patents, patent applications, copyrights, trademarks, tradenames, including without limitation the name "Bill Lawrence" and the designation "Lawrence Products," "Bill Lawrence Products," "Lawrence Sound" and any derivation thereof, and general intangibles which Debtor acquired from Third National Bank in Nashville or Lawrence Sound Research, Inc., or Willi L. Stich a/k/a Bill Lawrence, and any other assets on which Third National Bank in Nashville held a lien prior to foreclosure;
- (e) All proceeds (including insurance proceeds) or products attributable to or arising from any of the foregoing Collateral;
- (f) All other property substituted for any of such property described including the proceeds of all such Collateral.

LAWRENCE SOUND RESEARCH, INC.

ACTION OF DIRECTORS

JUNE 21, 1984

The undersigned, being all the Directors of Lawrence Sound Research, Inc. (the "Company") take the following action on behalf of the Company on written consent:

WHEREAS, the Company is indebted to Third National Bank in Nashville ("Bank") in the approximate amount of \$361,000 (the "Loan"), which includes overdrafts and all other indebtedness of the Company to the Bank; and

WHEREAS, the Loan is secured by virtually all of the assets of the Company (the "Collateral"); and

WHEREAS, the Loan is in default and the Company is unable to repay the Loan following demand by the Bank; and

WHEREAS, the Bank seeks to foreclose its liens and security interest in the Collateral pursuant to a private sale to Degalim, Inc., a California corporation and by means of a deed with respect to the real property of the corporation for a total consideration and credit against the Loan of \$195,000 for the personal property and \$10,000 for the lot; and

WHEREAS, the Board believes that the proposed private sale to Degalim, Inc. is in the best interest of the Company and the Bank for the following reasons: (a) the proposed sale maximizes the value of the Collateral to the Company and to the Bank; (b) the proposed sale can be consummated quickly, efficaciously, and without the adverse publicity, expense and delay of public foreclosure; and

WHEREAS, the Company has good title to the Collateral which will be sold pursuant to the proposed private sale and by means of a deed; and

WHEREAS, the Bank has previously given notice of its intent to sell by means of private sale to be held on or after June 25, 1984, which notice is reasonable in all respects under the circumstances; and

WHEREAS, the proposed sale appears to the Board to be commercially reasonable in all respects and in the best interest of the Company;

NOW, THEREFORE, the Board of Directors adopts the following resolutions:

RESOLVED, that Willi L. Stich is hereby authorized to execute on behalf of the Company, and without personal liability for such execution, any and all documents which are required to be executed by the Bank to effect the private sale of the personal property and the conveyance of the plant and real estate, including without limitation: all deeds, warranties of title, bills of sale, waivers, certificates, and affidavits, for a total consideration of \$195,000 to be credited against the Loan; and

RESOLVED, FURTHER, that Willi L. Stich is hereby authorized and directed to execute on behalf of the Company as agent, without personal liability for such execution, a deed with respect to the lot for a credit against the Loan of \$10,000.

WITNESS OUR HANDS this the 21st day of June, 1984.

Willi L. Stich

Director

Jayce H. Stich

Director

Director

(PAGE 2 OF 2)

GUARANTY

FOR VALUE RECEIVED, and in order to induce THIRD NATIONAL BANK IN NASHVILLE ("Lender") to extend credit to DEGALIM, INC., a California corporation, ("Borrower") of up to \$65,000 evidenced by a note of even date herewith ("Note") and a purchase agreement between the Borrower and the Lender dated _____ ("Purchase Agreement") the undersigned guarantors (individually and collectively called "Guarantor") jointly and severally agree as follows:

1. Prompt payment of the Borrower's Indebtedness to the Lender is hereby guaranteed. For purposes of this Guaranty the term "Indebtedness" shall mean any and all obligations of the Borrower to the Lender including, without limitation, the debt evidenced by the Note and the Purchase Agreement.
2. This Guaranty is and is intended to be an absolute, unconditional and continuing guaranty which shall not be affected by any act or thing whatsoever except as herein provided, and which shall be independent of and in addition to any other guaranty, endorsement or collateral held by Lender with respect to any or all of the Indebtedness.
3. The Lender shall have the right, without affecting the Guarantor's obligations hereunder, and without demand or notice, from time to time: (a) to extend, increase, renew, accelerate or otherwise change the time for payment, the terms of, amount of, or the interest on, any part or all of the Indebtedness (with or without the use of new notes or amendments); (b) to receive, exchange or release any collateral securing payment of the Indebtedness or any part thereof; (c) to release or compromise this or any other Guaranty executed in connection with the Indebtedness.
4. Guarantor agrees not to assert subrogation rights or any other rights of any kind against the Borrower, until all of the Indebtedness is paid in full, and the Guarantor will take no action which might reasonably be expected to, or which does or shall, impair or limit the Lender's ability to recover the Indebtedness.
5. The Guarantor agrees to pay all costs and expenses incurred by the Lender in attempting to collect the Indebtedness and in enforcing this Guaranty, including, but not limited to, reasonable legal fees.
6. This Guaranty shall inure to the benefit of the Lender, its successors in interest and assigns and shall be binding upon the heirs, executors, administrators, and successors and assigns, of the Guarantor.
7. The Lender may enforce this Guaranty whenever part or all of the Indebtedness hereby guaranteed becomes due or at any time thereafter without being first required to proceed against the Borrower or to attempt to realize upon any collateral security for the Indebtedness. The Guarantor shall not be entitled to satisfy this Guaranty by contributing ratably with any other guarantor or otherwise paying less than the entire unpaid Indebtedness.
8. In the event of the death of the Guarantor the obligation of the deceased shall continue in full force and effect against his estate as to all Indebtedness which shall have been created or incurred by the Borrower or committed or promised by the Lender (whether evidenced by notes, executed before or after such death or in any other manner) prior to the time when the Lender shall have received notice in writing of such death; and the executor or administrator of such estate shall be obligated and authorized to pay such unpaid Indebtedness or, by mutual agreement, to execute renewal guaranties or endorsements, from time to time, with respect to any unpaid Indebtedness.

1984. EXECUTED this ²² 25th day of June

GUARANTOR:

Willi L. Stich
WILLI L. STICH

JOYCE H. STICH

ACCEPTED:

THIRD NATIONAL BANK
IN NASHVILLE

By: [Signature]
Title: Collection Officer

GUARANTY

FOR VALUE RECEIVED, and in order to induce THIRD NATIONAL BANK IN NASHVILLE ("Lender") to extend credit to DEGALIM, INC., a California corporation, ("Borrower") of up to \$35,000 evidenced by a note of even date herewith ("Note") and a purchase agreement between the Borrower and the Lender dated _____ ("Purchase Agreement") the undersigned guarantors (individually and collectively called "Guarantor") jointly and severally agree as follows:

1. Prompt payment of the Borrower's Indebtedness to the Lender is hereby guaranteed. For purposes of this Guaranty the term "Indebtedness" shall mean any and all obligations of the Borrower to the Lender including, without limitation, the debt evidenced by the Note and the Purchase Agreement.

2. This Guaranty is and is intended to be an absolute, unconditional and continuing guaranty which shall not be affected by any act or thing whatsoever except as herein provided, and which shall be independent of and in addition to any other guaranty, endorsement or collateral held by Lender with respect to any or all of the Indebtedness.

3. The Lender shall have the right, without affecting the Guarantor's obligations hereunder, and without demand or notice, from time to time: (a) to extend, increase, renew, accelerate or otherwise change the time for payment, the terms of, amount of, or the interest on, any part or all of the Indebtedness (with or without the use of new notes or amendments); (b) to receive, exchange or release any collateral securing payment of the Indebtedness or any part thereof; (c) to release or compromise this or any other Guaranty executed in connection with the Indebtedness.

4. Guarantor agrees not to assert subrogation rights or any other rights of any kind against the Borrower, until all of the Indebtedness is paid in full, and the Guarantor will take no action which might reasonably be expected to, or which does or shall, impair or limit the Lender's ability to recover the Indebtedness.

5. The Guarantor agrees to pay all costs and expenses incurred by the Lender in attempting to collect the Indebtedness and in enforcing this Guaranty, including, but not limited to, reasonable legal fees.

6. This Guaranty shall inure to the benefit of the Lender, its successors in interest and assigns and shall be binding upon the heirs, executors, administrators, and successors and assigns, of the Guarantor.

7. The Lender may enforce this Guaranty whenever part or all of the Indebtedness hereby guaranteed becomes due or at any time thereafter without being first required to proceed against the Borrower or to attempt to realize upon any collateral security for the Indebtedness. The Guarantor shall not be entitled to satisfy this Guaranty by contributing ratably with any other guarantor or otherwise paying less than the entire unpaid Indebtedness.

8. In the event of the death of the Guarantor the obligation of the deceased shall continue in full force and effect against his estate as to all Indebtedness which shall have been created or incurred by the Borrower or committed or promised by the Lender (whether evidenced by notes, executed before or after such death or in any other manner) prior to the time when the Lender shall have received notice in writing of such death; and the executor or administrator of such estate shall be obligated and authorized to pay such unpaid Indebtedness or, by mutual agreement, to execute renewal guaranties or endorsements, from time to time, with respect to any unpaid Indebtedness.



Nashville, Tennessee 37244

June 21, 1984

Mr. & Mrs. Willi L. Stich
110 Tyne Boulevard
Old Hickory, TN 37138

Dear Mr. & Mrs. Stich:

This letter confirms that in consideration of the transfer by you of the land and building in Mt. Juliet, Third National has credited \$75,000 to your obligations to Third National Bank. This credit is contingent upon Third National's receiving not less than \$30,000 from the sale of the building.

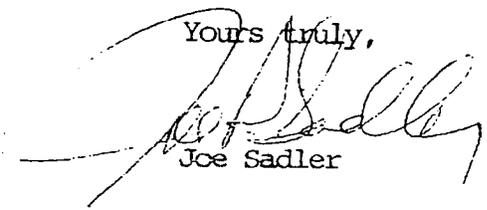
Additionally, this letter confirms that upon payment in full of two Promissory Notes executed by Degalim, Inc. in the sums of \$65,000 and \$35,000 respectively, all of Joyce Stich's obligations to Third National will be satisfied, and all Guarantees previously executed by her will be cancelled subject, again, to the bank's receiving not less than \$30,000 for the sale of the real estate.

This letter also confirms that, upon payment of \$195,000 plus interest by Degalim, Inc., evidenced by four Promissory Notes dated as of June 25, 1984, all of Willi L. Stich's obligations to Third National Bank shall be deemed satisfied and paid in full subject, again, to the bank's receiving not less than \$30,000 for the sale of the real estate.

To the extent that Third National Bank receives less than \$30,000 from the sale of the real estate, the shortfall shall become and remain the indebtedness of Willi L. Stich and Joyce Stich jointly and severally.

Thank you very much.

Yours truly,


Joe Sadler



Nashville, Tennessee 37244

TO WHOM IT MAY CONCERN

RE: Agreement 3/22/85

Third National Bank has released any liens that has or may have had on copyrights, trademarks and tradenames of Bill Lawrence and Lawrence Products and any derivation thereof.

GENERAL LIEN RELEASE AND ASSIGNMENT
"Excerpt from Agreement of 3/22/85"

1. In exchange for payment of Twenty-Five Thousand Dollars (\$25,000) to Bank, Degalim and Bank assign to Jzchak Wajcman their interests under paragraph four, excluding equipment other than dies, of "Exhibit A" being that certain Purchase Agreement between Bank and Corporation dated June 25, 1984, a copy of which is attached hereto as "Exhibit A" and the contents of which are incorporated herein by this reference.

Third National Bank has released its liens on certain dies that were previously owned by Lawrence Products and has physically delivered these dies to Jzchak Wajcman.

THIRD NATIONAL BANK

BY: [Signature]
Joe R. Sadler, Special Asset Officer

DATED: 3/22/85

ACKNOWLEDGED

BY: [Signature]
Jzchak Wajcman

DATED: 3/22/85

Page #2 of "Exhibit A" attached.

inventory which Purchaser hereafter acquires. The inventory will be boxed and controlled by Lender. As Purchaser needs to use inventory, it will pay cash to Lender at the rate of \$100.00 per box as a means of liquidating the promissory note.

*Excluded
except be
dies in
safety from
Lender due
to special
agreement of
5/12/85*

4. All Other Assets Under Lender's Lien. Purchaser purchased all of the other assets covered by Lender's liens against LSR and/or Willi L. Stich including without limitation all of LSR's equipment, copyrights, trademarks and tradename including the trademark and tradename Bill Lawrence and Lawrence Products, and any derivation thereof, for a purchase price equal to the sum of (i) a promissory note in the sum of \$30,000 ("Note No. 4") and (ii) the difference between all sums received by Lender in respect of the four promissory notes referred to in this Agreement and \$195,000 plus interest thereon at 1/2 of 1% in excess of Lender's base rate. In short, the purchase price of the assets described in this paragraph will increase above \$30,000 by an amount equal to the difference between \$195,000 plus interest and the amount actually received by Lender within six months from the date hereof from all four notes. Lender agrees that, to the extent a deficiency exists, it will permit Purchaser to renegotiate the terms of the \$30,000 note plus the deficiency for an extension not to exceed an additional six months. The indebtedness described in this paragraph shall be secured by the assets purchased by Purchaser described in this paragraph. The lien against said assets will not be released until Lender shall have received \$195,000 plus interest thereon at 1/2 of 1% in excess of Lender's base rate within the time agreed to by Lender. In the event the required amount has not been paid within the prescribed time, Lender shall have the right to enforce its lien against all assets not previously released.
5. In the event Lender acquires title to the property owned by Mr. & Mrs. Willi L. Stich, Lender agrees to lease the property to Purchaser on a month to month basis for the sum of \$1,000 per month payable in advance. Lender may terminate the lease on 30 days' written notice to Purchaser.
6. The Promissory Note for \$65,000 secured by the national receivables and the Promissory Note for \$35,000 secured by the international receivables shall be jointly and severally guaranteed by Willi L. Stich and Joyce Stich.
7. To monitor the collection and reduction of the Promissory Notes, Purchaser shall establish with Lender five accounts:
- | | |
|-------------------|--|
| Account Number 1: | Accounts Receivable, National |
| Account Number 2: | Accounts Receivable, International |
| Account Number 3: | Inventory |
| Account Number 4: | Other Assets |
| Account Number 5: | An Operating Account from which money will be disbursed to the other four accounts |

At such time as the Promissory Note associated with Account Number 1, 2 or 3 is paid in full, Lender shall release the lien

AGREEMENT

This agreement made this 22nd day of March, 1985, between and among THIRD NATIONAL BANK IN NASHVILLE (hereinafter referenced as "Bank", DEGALIM, INC., A California Corporation, (hereinafter referenced as "Corporation"), and Jzchak Wajcman (hereinafter referenced as "Wajcman").

WITNESSETH:

WHEREAS, pursuant to a certain security agreement, Bank has caused to be issued a writ of attachment under which possession of certain assets belonging to Corporation has been taken by Bank and

WHEREAS, Corporation desires to pay Bank Twenty-five Thousand and 00/100 Dollars, (\$25,000) on a certain "Note No.4" to obtain an assignment and release of any and all of Corporation's interest in certain assets described in paragraph four (4) of the attached Exhibit "A", with the exception of equipment, other than the dies, of that certain Purchase Agreement between Bank and Corporation.

WHEREAS, Bank does desire to sell said assets; and both the Bank and the Corporation agree that this is a commercially reasonable sale and acknowledge this by signing this instrument,

WHEREAS, Corporation and Bank desire to transfer assets to Wajcman to facilitate further commercial transactions by Wajcman with regard to said assets.

NOW, THEREFORE, in exchange for good and valuable consideration and the mutual covenants and promises set forth herein, the parties agree as follows:

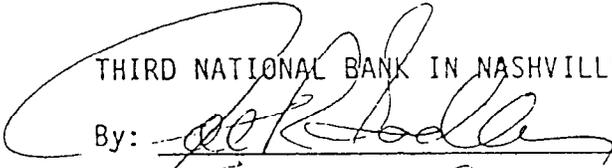
1. In exchange for payment of Twenty-Five Thousand and 00/100 Dollars (\$25,000), Bank hereby releases any and all claims, whether presently existing or contingent, of any nature as to those assets described in paragraph four (4) of the attached Exhibit "A", with exception of equipment other than dies, of that certain Purchase Agreement between Bank and Corporation dated June 25, 1984, a copy of which is attached hereto as Exhibit A and the contents of which are incorporated herein by this reference.

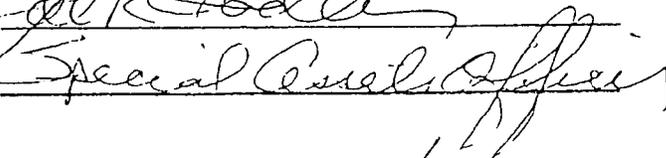
2. Bank and Corporation hereby assign, transfer, and convey all of their rights and interest in those assets described in paragraph one (1) of this Agreement to Wajcman. It being the intent of all parties that Wajcman shall have sole and exclusive authority to sell, transfer or otherwise deal with said assets.

3. By its signature below Bank acknowledges receipt of Twenty-Five Thousand and 00/100 Dollars, (\$25,000) from Corporation.

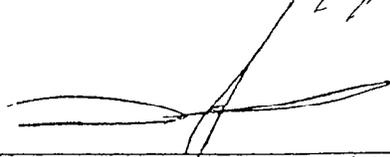
4. By his signature hereto Wajcman acknowledges receipt of all assets required to be transferred to him under the provisions of paragraph two (2) of this Agreement.

THIRD NATIONAL BANK IN NASHVILLE

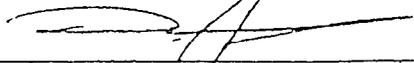
By: 

Its: 

DEGALIM, INC.

By: 

Jzchak Wajcman, President


Jzchak Wajcman, Individually

PURCHASE AGREEMENT

This agreement is entered into by and between THIRD NATIONAL BANK IN NASHVILLE ("Lender") and DEGALIM, INC., a California Corporation ("Purchaser") as of the 25th day of June, 1984.

W I T N E S S E T H:

WHEREAS, Lender had a security interest in and to certain assets owned by Lawrence Sound Research, Inc. ("LSR") and/or Willi L. Stich, a/k/a Bill Lawrence; and

WHEREAS, Lender foreclosed its security interests pursuant to Article 9 of the Uniform Commercial Code by selling the assets encumbered by such security interests to Purchaser; and

WHEREAS, Purchaser purchased the assets by executing this Agreement and delivering to Lender promissory notes secured by the assets which it purchased; and

WHEREAS, Purchaser and Lender agree that the purchase money notes issued by Purchaser shall be repaid in accordance with the following terms and conditions;

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. National Receivables. Purchaser purchased all domestic accounts receivable of LSR (other than OEM) for a promissory note in the principal sum of \$65,000 ("Note No. 1") bearing interest at 1/2 of 1% in excess of Lender's base rate, payable in full six months from the date hereof. Said note is secured by the national accounts receivable (other than OEM) and shall be secured by a letter of credit in the sum of \$25,000 callable at sight after the maturity of the note. Lender may call under the letter of credit only the amount by which the \$65,000 plus interest has not been paid at maturity. Letter of credit to be furnished not later than July 6, 1984 days of the date of this Agreement. If not furnished by July 6, 1984 Lender may cancel this Agreement at its option.
2. International Receivables. Purchaser purchased LSR's international receivables and domestic OEM receivables for a promissory note in the sum of \$35,000 ("Note No. 2") bearing interest at 1/2 of 1% per annum in excess of Lender's base rate, payable in full six months from the date hereof. Said note is secured by the accounts receivable purchased by Purchaser.
3. Inventory. Purchaser purchased the raw materials, work in process and finished goods inventory of LSR for a promissory note in the sum of \$65,000 ("Note No. 3") bearing interest at 1/2 of 1% per annum in excess of Lender's base rate, payable in full six months from the date hereof. Said note is secured by a security interest in the inventory which Purchaser purchased, and all

inventory which Purchaser hereafter acquires. The inventory will be boxed and controlled by Lender. As Purchaser needs to use inventory, it will pay cash to Lender at the rate of \$100.00 per box as a means of liquidating the promissory note.

4. All Other Assets Under Lender's Lien. Purchaser purchased all of the other assets covered by Lender's liens against LSR and/or Willi L. Stich including without limitation all of LSR's equipment and copyrights, trademarks and tradename including the trademark and tradename Bill Lawrence and Lawrence Products, and any derivation thereof, for a purchase price equal to the sum of (i) a promissory note in the sum of \$30,000 ("Note No. 4") and (ii) the difference between all sums received by Lender in respect of the four promissory notes referred to in this Agreement and \$195,000 plus interest thereon at 1/2 of 1% in excess of Lender's base rate. In short, the purchase price of the assets described in this paragraph will increase above \$30,000 by an amount equal to the difference between \$195,000 plus interest and the amount actually received by Lender within six months from the date hereof from all four notes. Lender agrees that, to the extent a deficiency exists, it will permit Purchaser to renegotiate the terms of the \$30,000 note plus the deficiency for an extension not to exceed an additional six months. The indebtedness described in this paragraph shall be secured by the assets purchased by Purchaser described in this paragraph. The lien against said assets will not be released until Lender shall have received \$195,000 plus interest thereon at 1/2 of 1% in excess of Lender's base rate within the time agreed to by Lender. In the event the required amount has not been paid within the prescribed time, Lender shall have the right to enforce its lien against all assets not previously released.

Excluded except dies, in relief from agreement to agree to agreement, 5/22/85

5. In the event Lender acquires title to the property owned by Mr. & Mrs. Willi L. Stich, Lender agrees to lease the property to Purchaser on a month to month basis for the sum of \$1,000 per month payable in advance. Lender may terminate the lease on 30 days' written notice to Purchaser.
6. The Promissory Note for \$65,000 secured by the national receivables and the Promissory Note for \$35,000 secured by the international receivables shall be jointly and severally guaranteed by Willi L. Stich and Joyce Stich.
7. To monitor the collection and reduction of the Promissory Notes, Purchaser shall establish with Lender five accounts:

- | | |
|-------------------|--|
| Account Number 1: | Accounts Receivable, National |
| Account Number 2: | Accounts Receivable, International |
| Account Number 3: | Inventory |
| Account Number 4: | Other Assets |
| Account Number 5: | An Operating Account from which money will be disbursed to the other four accounts |

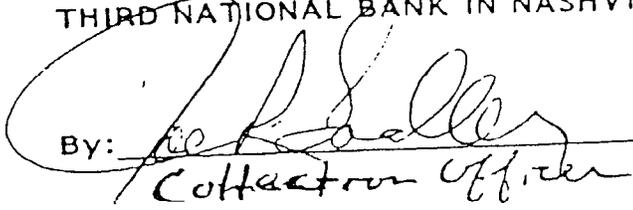
At such time as the Promissory Note associated with Account Number 1, 2 or 3 is paid in full, Lender shall release the lien

securing each such note; provided, Lender shall not release the lien securing the purchase price of Other Assets associated with Account No. 4 and described in Paragraph 4 hereof until Lender shall have received a total of \$195,000 from all four notes plus interest thereon at the rate of 1/2 of 1% in excess of Lender's base rate.

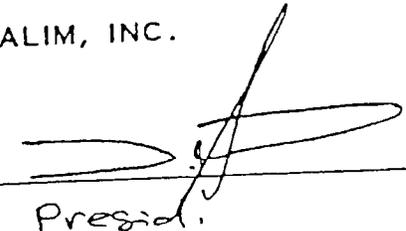
8. In the event Purchaser or LSR receives \$16,000 or a letter of credit for \$16,000 for a pending of order from Japan, then \$10,000 will be applied to Account No. 1, and \$6,000 shall be applied to Account No. 5. Such payment will be credited against Note No. 1. Application shall be 62.5% to Lender and 37.5% to Purchaser.
9. The assets of LSR and/or Willi L. Stich were purchased by Purchaser "as is" and without representations or warranties by Lender of any kind, nature or description.
10. Purchaser represents and warrants to Lender that Willi L. Stich is not an officer, employee, stockholder or director of Degalim, Inc.
11. This Agreement will become effective on June 25, 1984 or as soon thereafter as is practicable provided (i) Degalim is duly incorporated under the laws of California, and (ii) the sale of assets pursuant to the notice of private sale is complete.

IN WITNESS WHEREOF, this Agreement is executed on the date first above written.

THIRD NATIONAL BANK IN NASHVILLE

By: 
Collection Officer

DEGALIM, INC.

By: 
President

1/3

245/361
75490657

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE



Mark: BILL LAWRENCE

International Class: 42

TRADEMARK APPLICATION

To The Commissioner of Patents and Trademarks:

Willi Lorenz Stich, a/k/a Bill Lawrence, an individual and a citizen of the United States, having an address of 950 Jennings Street, Bethlehem, Pennsylvania 18017, has adopted and is using the mark shown in the accompanying drawing for consulting services including design and evaluation of stringed musical instruments and accessories; namely, pickups, strings and bridges and requests that said mark be registered in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946.

The mark was first used as early as March 1962; was first used in interstate commerce as early as May 1976; and is now in use in such commerce.

The mark is used in connection with promoting the services and three (3) specimens showing the mark as actually used are annexed hereto.

Please recognize Sanford J. Piltch, Registration No. 29,997, a member of the Bar of the Commonwealth of Pennsylvania, with an address of The Atrium - Suite 204, 2895 Hamilton Boulevard, Allentown, Pennsylvania 18104, Telephone (610) 433-6216, Facsimile (610) 820-9566, as the attorney for Applicant, with full power of substitution and revocation, to prosecute this application and to transact all business in connection therewith, and to receive the Certificate of Registration.

Willi Lorenz Stich declares: that he is the owner of the mark sought to be registered, that he is a citizen of the United States of America; that to the best of his knowledge and belief no other person, firm, corporation or association has the right to use said mark in commerce, either in the identical form or in such near resemblance thereto as to be likely, when applied to goods and/or services of such other person, to cause confusion, or cause mistake, or to deceive; that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or document or any registration resulting therefrom.

Date: May 15th, 1998

By: Willi L. Stich
Willi Lorenz Stich

SPECIMENS OF USE

Description of Specimens

Location



Jay S. Kopelowitz (149652)
 KOPELOWITZ & ASSOCIATES
 12702 Via Cortina, Suite 700
 Del Mar, California 92014
 Tel: (858) 755-0095

Attorneys for Petitioner Jzchak N. Wajcman

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

JZCHAK N. WAJCMAN d/b/a BILL)
 LAWRENCE PRODUCTS and BILL)
 LAWRENCE GUITAR PICKUPS,)
)
 Petitioner,)
 v.)
 WILLI LORENZ STICH a/k/a BILL)
 LAWRENCE,)
)
 Registrant/Respondent.)
 _____)

Cancellation No.: 92043516

In the matter of Registration No. 2,303,676

Mark: BILL LAWRENCE
 Date Registered: December 28, 1999
 Goods/Services: Technical consulting in
 the nature of design an
 evaluation of stringed
 musical instruments and
 accessories, namely,
 pick-ups, strings and
 bridges in International
 Class 042.

JZCHAK N. WAJCMAN'S RESPONSE TO
 WILLI LORENZ STICH'S THIRD SET OF
 INTERROGATORIES (1-21)

EXHIBIT B

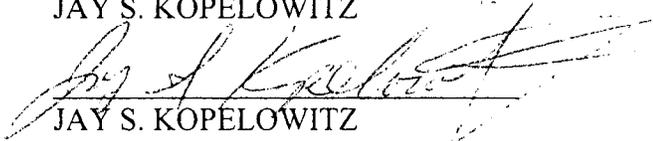
TO: WILLI LORENZ STICH AND HIS ATTORNEY OF RECORD:

Petitioner JZCHAK N. WAJCMAN d/b/a BILL LAWRENCE PRODUCTS and BILL LAWRENCE GUITAR PICKUPS objects to this third set of interrogatories (1-21) as being in violation of TBMP §405.03(a) [37 CFR § 2.120(d)(1)]. Consequently, pursuant to TBMP § 405.03(e), Petitioner JZCHAK N. WAJCMAN d/b/a BILL LAWRENCE PRODUCTS and BILL LAWRENCE GUITAR PICKUPS makes this general objection and refuses to answer said interrogatories on the ground of excessive number of interrogatories.

Dated: June 17, 2005

Respectfully submitted by:

KOPELOWITZ & ASSOCIATES
JAY S. KOPELOWITZ



JAY S. KOPELOWITZ

12702 Via Cortina, Suite 700
Del Mar, California 92014
Tel: 858/ 755-0095

Attorneys for Petitioner JZCHAK N. WAJCMAN
d/b/a BILL LAWRENCE PRODUCTS and BILL
LAWRENCE GUITAR PICKUPS

DECLARATION OF SERVICE

I am employed in the County of San Diego, State of California. I am over the age of 18 and am not a party to the within action; my business address is: 12702 Via Cortina, Suite 700, Del Mar, CA 92014.

On June 17, 2005 I served the foregoing documents described as:

JZCHAK N. WAJCMAN'S RESPONSE TO WILLI LORENZ STICH'S THIRD SET OF INTERROGATORIES (1-21)

upon the interested parties in this action by placing

the original enclosed in a sealed envelope to:

Gregory Richardson
LAW OFFICES OF
GREGORY RICHARDSON, ESQ.
3890 11TH Street, Suite #210
Riverside, CA 92501

Counsel for Respondent Willi Lorenz Stich

BY REGULAR MAIL by depositing such envelope with postage thereon fully prepaid in the United States mail at Del Mar, California.

BY FACSIMILE by telecopier to the facsimile telephone numbers listed above.

BY HAND DELIVERY.

I certify under penalty of perjury under the laws of the State of California and the laws of the United States that the foregoing is true and correct.

Dated: June 17, 2005 at Del Mar, California.



Hedy Tiongco

1 PLEASE TAKE NOTICE that petitioner Jzchak Wajcman d/b/a Bill Lawrence Products
2 and Bill Lawrence Guitar Pickups hereby moves the Trademark Trial and Appeal Board for an
3 order compelling registrant/respondent Willi Lorenz Stich to: (1) Answer under oath certain
4 interrogatories contained in petitioner's first set of interrogatories served March 14, 2005, a true
5 copy of which is attached to the Declaration of Jay S. Kopelowitz In Support of Motions To
6 Compel and Test Sufficiency ("Kopelowitz Decl.") as Exhibit A; and (2) Produce **all** documents
7 requested in petitioners first set of document requests served March 14, 2005, a true copy of
8 which is attached to the Kopelowitz Decl. as Exhibit B.

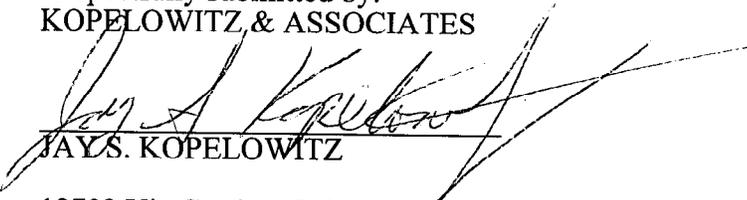
9 On May 16, 2005, respondent served in reply his responses to petitioner's first set of
10 interrogatories and first set of document requests, true copies of which are attached to the
11 Kopelowitz Decl. as Exhibits E and F, respectively. In his responses, respondent failed to
12 produce **any** documents or answer all but the first and fourth interrogatories. This motion is
13 made on the grounds that said questions and documents are relevant to the subject matter of the
14 action and did not relate to privileged matters and the refusal to respond is without justification.

15 This motion is based on the accompanying memorandum of points and authorities and the
16 declaration of Jay S. Kopelowitz in support of motions to compel and test sufficiency as well as
17 the discovery requests, responses and correspondences in this matter as of the date of this motion.

18 Concurrently with this motion, petitioner has filed and served motions for Rule 56(f)
19 discovery and to test the sufficiency of response to admission requests.

20 Dated: July 15, 2005

21 Respectfully submitted by:
22 KOPELOWITZ & ASSOCIATES

23 
24 JAYS. KOPELOWITZ

25 12702 Via Cortina, Suite 700
26 Del Mar, California 92014
27 Tel: 858/ 755-0095

28 Attorneys for Petitioner Jzchak N. Wajcman d/b/a Bill
Lawrence Products and Bill Lawrence Guitar Pickups

1 Jay S. Kopelowitz (149652)
2 KOPELOWITZ & ASSOCIATES
3 12702 Via Cortina, Suite 700
4 Del Mar, California 92014
5 Tel: (858) 755-0095

6 Attorneys for Petitioner Jzchak N. Wajcman

7
8 **IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**
9 **TRADEMARK TRIAL AND APPEAL BOARD**

10
11
12 JZCHAK N. WAJCMAN d/b/a BILL)
13 LAWRENCE PRODUCTS and BILL)
14 LAWRENCE GUITAR PICKUPS,)

15 Petitioner,)

16 v.)

17 WILLI LORENZ STICH a/k/a BILL)
18 LAWRENCE,)

19 Registrant/Respondent.)
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Cancellation No.: 92043516

In the matter of Registration No. 2,303,676
Mark: BILL LAWRENCE
Date Registered: December 28, 1999
Goods/Services: Technical consulting in
the nature of design and
evaluation of stringed
musical instruments and
accessories, namely,
pick-ups, strings and
bridges in International
Class 042.

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
MOTION TO COMPEL ANSWERS TO
INTERROGATORIES AND PRODUCTION
OF DOCUMENTS [37 C.F.R. § 2.120]**

ORIGINAL

1 Petitioner Jzchak N. Wajcman d/b/a Bill Lawrence Products and Bill Lawrence Guitar
2 Pickups submits the following memorandum of points and authorities in support of his motion,
3 pursuant to 37 C.F.R. § 2.120, for an order compelling registrant/respondent Willi Lorenz Stich
4 to: (1) Answer under oath certain interrogatories contained in petitioners first set of
5 interrogatories served March 14, 2005, a true copy of which is attached the Declaration of Jay S.
6 Kopelowitz In Support of Motions To Compel and Test Sufficiency ("Kopelowitz Decl.") as
7 Exhibit A; and (2) Produce all documents requested in petitioner's first set of document requests
8 served March 14, 2005, a true copy of which is attached to the Kopelowitz Decl. as Exhibit B.

9
10 **I.**
FACTUAL BACKGROUND

11 **Petitioner's Good Faith Time Extension**

12 On March 14, 2005, petitioner served upon respondent Willi Lorenz Stich: (1) Jzchak N.
13 Wajcman's First Set Of Interrogatories To Willi Lorenz Stich; and (2) Jzchak N. Wajcman's
14 First Set Of Requests For Documents To Willi Lorenz Stich (collectively the "REQUESTS").
15 Kopelowitz Decl., ¶2 and 3. Respondent's responses to the REQUESTS were due on or before
16 April 18, 2005. Kopelowitz Decl., ¶2 and 3.

17 On April 15, 2005, three days before the responses were due, respondent's then attorney
18 contacted petitioner's attorney and asked for a four week extension in which to answer the
19 REQUESTS. Kopelowitz Decl., ¶5. Respondent (through his attorney) asserted that the
20 additional time was needed to search for and locate responsive documents. Kopelowitz Decl., ¶5.
21 Based upon respondent's attorney's representations, petitioner's attorney agreed to extend the
22 deadline to May 16, 2005. Kopelowitz Decl., ¶5. In an April 15, 2005 email to petitioner's
23 attorney memorializing the extension, respondent's attorney acknowledged that the extension
24 was "to answer all pending discovery requests" and concluded with "Thank you for your
25 courtesy, and have a nice weekend." Kopelowitz Decl., ¶5 and Exhibit D.

26 **Respondent Replies In Bad Faith**

27 Respondent returned petitioner's courtesy by serving his responses to the REQUESTS
28 (collectively "DISCOVERY RESPONSES"), through Attorney Gregory Richardson, on the
extended deadline of May 16, 2005. Kopelowitz Decl., ¶6 and 7. Contrary to the earlier assertion

1 that additional time was needed to answer the REQUESTS and locate responsive documents, the
2 delayed DISCOVERY RESPONSES were riddled with objections, contained virtually no
3 substantive answers, and did not identify or agree to produce a single document. Kopelowitz
4 Decl., ¶6 and 7 and Exhibits E and F. In his DISCOVERY RESPONSES, respondent:

- 5 1. Failed to set forth each interrogatory in full before each response. (Exhibit E)
- 6 2. Provided a substantive response to only **two** (2) of the seventeen (17) interrogatories
7 contained in Jzchak N. Wajcman's First Set Of Interrogatories To Willi Lorenz Stich¹. Of the
8 remaining fifteen (15) responses, two (2) were entirely objections and thirteen (13) were
9 objections coupled with an instruction for petitioner to "see relevant files at the United State [sic]
10 Patent and Trade Mark [sic] Office for the prosecution history and documents from the website
11 of the respondent (billlawrence.com)". (Exhibit E)
- 12 3. Failed to provide a substantive response to **any** of the twenty-seven (27) requests for
13 production contained in Jzchak N. Wajcman's First Set Of Requests For Documents To Willi
14 Lorenz Stich. Of the twenty-seven (27) responses, eight (8) were entirely objections and nineteen
15 (19) were objections coupled with an instruction to "see relevant files at the United State [sic]
16 Patent and Trade Mark [sic] Office for the prosecution history and documents from the website
17 of the respondent (billlawrence.com)". (Exhibit F)
- 18 4. Provided a total of **two** (2) substantive response to the **forty-four** (44) interrogatories and
19 document requests contained in the REQUESTS. (Exhibits E and F)
- 20 5. Responded to a total of **thirty-two** (32) of the **forty-four** (44) requests for discovery
21 contained in the REQUESTS by objecting and instructing petitioner to "see relevant files at the
22 United State [sic] Patent and Trade Mark [sic] Office for the prosecution history and documents
23 from the website of the respondent (billlawrence.com)" (Exhibits E and F)

24 **Petitioner Makes Diligent Efforts To Resolve**

25 Petitioner made good faith efforts, both by conference and correspondence, to resolve any
26 discovery issues with Attorney Richardson. Kopelowitz Decl., ¶9. For almost one month after
27

28 ¹ These substantive responses were to the first and fourth interrogatories, which asked: (1) Information regarding any person who assisted in preparation of the responses; (4) Are responses to requests to admission unqualified.

1 receipt of the DISCOVERY RESPONSES, petitioner repeatedly called Attorney Richardson and
2 left multiple voice mail messages. Kopelowitz Decl., ¶9. Then, on June 13, 2005, petitioner's
3 attorney sent respondent's attorney a meet and confer letter addressing the inadequacies of the
4 DISCOVERY RESPONSES and asking for supplemental responses. Kopelowitz Decl., ¶9 and
5 Exhibit H. Petitioner's attorney has not received any response whatsoever in response to the
6 June 13 meet and confer letter. Kopelowitz Decl., ¶9.

7
8 **II.**
9 **THE BOARD SHOULD COMPEL RESPONDENT TO ANSWER PETITIONER'S**
10 **INTERROGATORIES AND DOCUMENT REQUESTS AND PRODUCT DOCUMENTS.**

11 Trademark Trial and Appeal Board Manual of Procedure § 408.01 imposes a duty on
12 parties before the Board to cooperate with each other in the discovery process. Part of this duty
13 is for a party to "make a good faith effort to satisfy the discovery needs of its adversary." TBMP
14 § 408.01. This motion to compel is before the Board as a direct result of respondent's total lack
15 of good faith in the discovery process. In such circumstances, when a party fails to answer any
16 interrogatory or fails to produce any document or thing, 37 C.F.R. § 2.120(e) allows the
17 requesting party to compel response thereto.

18 For the following reasons, the Board should find the DISCOVERY RESPONSES
19 deficient and compel respondent, pursuant to 37 C.F.R. § 2.120(e), to fully answer the
20 REQUESTS:

- 21 1. The DISCOVERY RESPONSES contained little more than improper boilerplate
22 objections;
- 23 2. Respondent has engaged in bad faith discovery practices;
- 24 3. Respondent's objections to interrogatories in the REQUESTS are not justified; and
- 25 4. Respondent's objections to document requests in the REQUESTS are not justified.

26 **A. The DISCOVERY RESPONSES Contained Little More Than Improper Boilerplate**
27 **Objections**

28 The use of 'boilerplate' objections is improper and can subject a party to non-monetary
sanctions. *St. Paul Reinsurance Co. v. Commer. Fin. Corp.* (2000 N.D.I.A.), 198 F.R.D. 508, 517

1 (non-monetary sanction imposed for use of boilerplate objections which did not specify how each
2 request for production was deficient) Sanctions are appropriate because objections are a clear
3 indication that a party is not cooperating in the discovery process² and a party's failure to
4 cooperate in discovery subjects that party to sanctions³. Sanctions can include forced production
5 as well as wavier of all objections.

6 The DISCOVERY RESPONSES refused meaningful disclosure forty-two (42) times
7 based upon the following 'boilerplate' objections, or almost literal variations thereof (places of
8 variation in parenthesis):

- 9 1. Respondent objects to this interrogatory because (the products or services sold by
10 respondent using the MARK-IN-ISSUE) are not relevant to any claim or defense
11 in the cancellation proceeding, nor is the Interrogatory reasonably calculated to
12 lead to the discovery of admissible or relevant evidence. Respondent also objects
13 to this interrogatory because it is premature, overly broad and burdensome and is
14 compound.⁴
- 15 2. Respondent objects to this request because (the documents related to the
16 registration of the MARK-IN-ISSUE) are not relevant to any claim or defense in
17 the cancellation proceeding, nor is the request for the sought after documents
18 reasonably calculated to lead to the discovery of admissible or relevant evidence.
19 Respondent also objects to this request because it is overly broad and burdensome
20 and is compound (and is duplicative).⁵

21 As these objections are asserted to forty-two (42) of the forty-four (44) requests, they are
22 manifestly improper. Furthermore, as the above examples illustrate, these objections are asserted
23 unreasonably. In the above examples respondent objects to information relating to the
24 registration of, and products and services sold by respondent under the BILL LAWRENCE
25 Mark. Such information is clearly proper TBMP § 414(18) and highly relevant to many issues in
26 a trademark cancellation proceeding, including but not limited to:

- 27 1. Observance of formalities in the registration process for the BILL LAWRENCE Mark;
- 28 2. Evidence of the actual, constructive or intended use of the BILL LAWRENCE Mark;

29 ²See *Medtronic, Inc. v. Pacesetter Systems, Inc.* (TTAB 1984), 222 USPQ 80, 84 (it was clear from
30 applicant's blanket objections that applicant was not cooperating)

31 ³See generally *Unicut Corp. v. Unicut Inc.* (TTAB 1984), 222 USPQ 341. See also TBMP §§ 408.01,
32 411.04.

33 ⁴ Exhibit E to Kopelowitz Decl., Interrogatory 2, See also Interrogatories 2-3, 5-17.

34 ⁵ Exhibit F Kopelowitz Decl., Request 4. See also Requests 1-27.

- 1 3. Ownership of the BILL LAWRENCE Mark;
- 2 4. Secondary meaning of the BILL LAWRENCE Mark;
- 3 5. Likelihood of confusion associated with the BILL LAWRENCE Mark;
- 4 6. Petitioner's allegation that respondent committed fraud on the United States Patent and
- 5 Trademark Office.

6 Respondent's use of boilerplate objections render the DISCOVERY RESPONSES
7 insufficient and are a clear indication that respondent is not cooperating in the discovery process.
8 Therefore, respondent should be sanctioned under TBMP §§ 408.01 and 411.04 with compelled
9 responses to the REQUESTS and waiver of his objections thereto.

10 In the event the Board decides not to sanction respondent independently for the reasons
11 outlined above it should consider the severity of the impropriety outlined above in granting
12 petitioner's motion to compel under 37 C.F.R. § 2.120(e).

13 **B. Respondent Has Not Cooperated In The Discovery Process and Has Acted In Bad**
14 **Faith**

15 Failure to cooperate in discovery subjects a party to sanctions⁶ which can include forced
16 production as well as wavier of all objections. Respondent has failed to cooperate, and should
17 therefore be sanctioned, because:

- 18 1. The DISCOVERY RESPONSES are non-responsive and elusive. For example, for all
19 but two (2) of the forty-four (44) interrogatories and document requests, the DISCOVERY
20 RESPONSES provide, as their only reply (besides the boilerplate objections discussed above):

21 Without waiving the above objections, the Respondent replies: see relevant files
22 at the United State [sic] Patent and Trade Mark [sic] Office for the prosecution
23 history and documents from the website of the Respondent (billawrence.com).
(the "ELUSIVE REPLY")⁷

24 Such a reply provides petitioner with **no useful information** outside his knowledge and does not
25 fulfill respondent's duty to make a good faith effort to satisfy the discovery needs of petitioner
26 under TBMP § 408.01. Petitioner informed respondent of this deficiency in his June 13, 2005

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28 ⁶See generally *Unicut Corp. v. Unicut Inc.* (TTAB 1984), 222 USPQ 341. See also TBMP §§ 408.01,
411.04.

⁷ See Exhibit E, Interrogatories 2-3, 5-17 and Exhibit F, Requests 1-27.

1 meet and confer letter. (Exhibit H to the Kopelowitz Decl.) As the **sole reply** in the
2 DISCOVERY RESPONSES, the ELUSIVE REPLY represents a bad faith failure to cooperate.

3 2. The DISCOVERY RESPONSES are in violation of TBMP § 406.04(b) which states in
4 pertinent part: "A response to a request for documents or things must state, with respect to each
5 item or category of documents or things requested to be produced, that inspection and related
6 activities will be permitted as requested, unless the request is objected to, in which case the
7 reasons for the objection must be stated." As explained above, respondent used the ELUSIVE
8 REPLY in the vast majority of his DISCOVERY RESPONSES, including all of the responses to
9 document requests. Petitioner informed respondent of this deficiency in his June 13, 2005 meet
10 and confer letter. (Exhibit H to the Kopelowitz Decl.) Clearly, the ELUSIVE REPLY does not
11 state that inspection and related activities will be permitted as requested and is therefore not an
12 acceptable response under TBMP § 405.04(b).

13 3. The DISCOVERY RESPONSES are in violation of TBMP § 405.04(b) which states in
14 pertinent part: "The Board prefers that the responding party reproduce each interrogatory
15 immediately preceding the answer or objection thereto." Respondent has failed to set forth each
16 interrogatory in full before each response. Petitioner informed respondent of this deficiency in
17 his June 13, 2005 meet and confer letter. (Exhibit H) Both petitioner and the Board have now
18 been inconvenienced by respondent's failure to conform the DISCOVERY RESPONSES to the
19 Board's preferences .

20 4. Respondent failed to respond to petitioner's June 13, 2005 meet and confer letter and
21 other good faith efforts to resolve this dispute.

22 In the event the Board decides not to sanction petitioner independently for the reasons
23 outlined above it should consider the severity of the impropriety outlined above in granting
24 petitioner's motion to compel under 37 C.F.R. § 2.120(e).

25 **C. Respondent's Objections To Interrogatories In The REQUESTS Are Not Justified**

26 As more fully explained above, the DISCOVERY RESPONSE's objections to the
27 REQUEST's interrogatories improperly consist almost exclusively of repeated boilerplate
28 objections. Such use of boilerplate objections effectively shrouds any potentially legitimate
objections. For the sake of brevity, petitioner responds to the objections as follows:

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is not privileged. T.B.M.P. § 414(1)

5. Premature: This matter is currently before the Patent and Trademark Office. Also, the REQUESTS were properly served during the discovery period which is clearly the time period during which to exchange information.

6. Compound: This is not a proper objection to document requests.

Therefore, all of respondent's objections should be stricken and petitioner's motion to compel under 37 C.F.R. § 2.120(e) granted.

III.
CONCLUSION

Based upon the foregoing, the Board should issue an order compelling respondent to: (1) Answer under oath all unanswered interrogatories; and (2) Produce **all** documents requested in petitioners first set of document requests.

Dated: July 15, 2005

Respectfully submitted by:

KOPELOWITZ & ASSOCIATES



JAY S. KOPELOWITZ

12702 Via Cortina, Suite 700
Del Mar, California 92014
Tel: 858/ 755-0095

Attorneys for Petitioner Jzchak N. Wajcman d/b/a Bill Lawrence Products and Bill Lawrence Guitar Pickups

1 PLEASE TAKE NOTICE that petitioner Jzchak Wajcman d/b/a Bill Lawrence Products
2 and Bill Lawrence Guitar Pickups hereby moves the Trademark Trial and Appeal Board for an
3 order to determine the sufficiency of respondent Stich's responses to the requests for admissions
4 served on March 14, 2005.

5 In the requests for admissions served on registrant/respondent Willi Lorenz Stich, a true
6 copy of which is attached to the Declaration of Jay S. Kopelowitz In Support of Motions To
7 Compel and Test Sufficiency ("Kopelowitz Decl.") as Exhibit C, petitioner requested that
8 respondent admit the truth of facts in each request for admission contained in Exhibit C under
9 Rule 36 of the Federal Rules of Civil Procedure and 37 C.F.R. § 2.120

10 On May 16, 2005, respondent served in reply his responses, a true copy of which is
11 attached to the Kopelowitz Decl. as Exhibit G. Exhibit G contains **no admissions or denials to**
12 **any of the requests for admissions** in Exhibit C nor does it set forth the reasons why respondent
13 cannot truthfully admit or deny any of these matters.

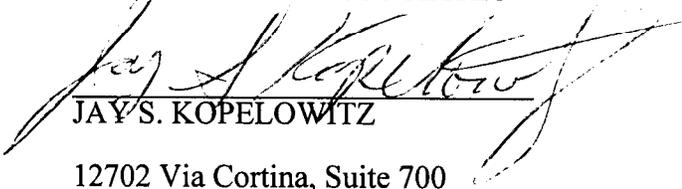
14 WHEREFORE, petitioner moves the Board to establish as admitted the facts in each
15 request for admission contained Exhibit C or to compel answers without objections to the
16 requests for admission.

17 This motion is based on the accompanying memorandum of points and authorities and the
18 declaration of Jay S. Kopelowitz in support of motions to compel and test sufficiency as well as
19 the discovery requests, responses and correspondences in this matter as of the date of this motion.

20 Concurrently with this motion, petitioner has filed and served motions for Rule 56(f)
21 discovery and to compel answers to interrogatories and document requests.

22 Dated: July 15, 2005

23 Respectfully submitted by:
24 KOPELOWITZ & ASSOCIATES

25 
26 JAY S. KOPELOWITZ

27 12702 Via Cortina, Suite 700
28 Del Mar, California 92014
Tel: 858/ 755-0095

Attorneys for Petitioner Jzchak N. Wajcman d/b/a Bill
Lawrence Products and Bill Lawrence Guitar Pickups

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Jay S. Kopelowitz (149652)
KOPELOWITZ & ASSOCIATES
12702 Via Cortina, Suite 700
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Attorneys for Petitioner Jzchak N. Wajcman

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

JZCHAK N. WAJCMAN d/b/a BILL
LAWRENCE PRODUCTS and BILL
LAWRENCE GUITAR PICKUPS,

Petitioner,

v.

WILLI LORENZ STICH a/k/a BILL
LAWRENCE,

Registrant/Respondent.

Cancellation No.: 92043516

In the matter of Registration No. 2,303,676
Mark: BILL LAWRENCE
Date Registered: December 28, 1999
Goods/Services: Technical consulting in
the nature of design and
evaluation of stringed
musical instruments and
accessories, namely,
pick-ups, strings and
bridges in International
Class 042.

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
MOTION TO DETERMINE SUFFICIENCY
OF ANSWERS OR OBJECTIONS TO
ADMISSION REQUESTS [37 C.F.R. §
2.120]**

ORIGINAL

1 to answer the REQUESTS and locate responsive documents, the delayed RESPONSES were
2 nothing but objections and **contained no admissions or denials**. Kopelowitz Decl., ¶8 and
3 Exhibit G. In addition, respondent failed to sign the RESPONSES, make any declaration as to
4 their veracity or reproduce the requests along with the responses. See Exhibit "G" to the
5 Kopelowitz Decl.

6 **Petitioner Makes Diligent Efforts To Resolve**

7 Petitioner made good faith efforts, both by conference and correspondence, to resolve the
8 above issues with Attorney Richardson. Kopelowitz Decl., ¶9. For almost one month after
9 receipt of the RESPONSES, petitioner repeatedly called Attorney Richardson and left multiple
10 voice mail messages. Kopelowitz Decl., ¶9. Then, on June 13, 2005, petitioner's attorney sent
11 respondent's attorney a meet and confer letter addressing the inadequacies of the RESPONSES
12 and asking for supplemental responses. Kopelowitz Decl., ¶9 and Exhibit H. Petitioner's
13 attorney has not received any response whatsoever in response to the June 13 meet and confer
14 letter. Kopelowitz Decl., ¶9.

15
16 **II.**
17 **THE BOARD SHOULD COMPEL A PROPER RESPONSE TO THE REQUESTS OR**
18 **ORDER THEM ADMITTED.**

19 Trademark Trial and Appeal Board Manual of Procedure § 408.01 imposes a duty on
20 parties before the Board to cooperate with each other in the discovery process. Part of this duty
21 is for a party to "make a good faith effort to satisfy the discovery needs of its adversary." TBMP
22 § 408.01. This motion to determine sufficiency is before the Board as a direct result of
23 respondent's total lack of good faith in the discovery process. In such circumstances, when a
24 party fails to admit or deny any request for admission, the requesting party "has the option of
25 moving to determine the sufficiency of the response, to compel a proper response, or to have the
26 matter ordered admitted." *Asea, Inc. v. Southern Pac. Transp. Co.* (9th Cir. 1981) 669 F.2d 1242,
1247. See also 37 C.F.R. § 2.120(e) and F.R.C.P. 36(a).

27 For the following reasons, the Board should find the RESPONSES deficient and either
28 compel proper responses thereto or ordered them admitted, pursuant to 37 C.F.R. § 2.120(e) and

1 F.R.C.P. 36(a):

- 2 1. The RESPONSES were not signed and therefore effectively filed;
- 3 2. The RESPONSES contained nothing more than improper boilerplate objections;
- 4 3. Respondent has engaged in bad faith discovery practices; and
- 5 4. Respondent's objections to the REQUESTS are not justified

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7 **A. The RESPONSES Were Not Signed And Therefore Effectively Filed**

8 Respondent failed to sign his RESPONSES or make a declaration under oath as to their
9 veracity. T.B.M.P. § 407.03(c) requires that the answers to requests for admission be signed
10 either by the responding party or by its attorney. Accordingly, respondent **never filed a timely**
11 **response** to the REQUESTS. Pursuant to T.B.M.P. § 411.02¹, respondent must show his failure
12 to respond was due to excusable neglect or each interrogatory will be deemed admitted.
13 Petitioner informed respondent of the fact the RESPONSES were not signed or attested to in
14 petitioner's June 13, 2005 meet and confer letter. Kopelowitz Decl., Exhibit H. Therefore,
15 excusable neglect is highly unlikely and the Board should deem each admission request admitted.

16 In the event the Board decides not to sanction petitioner independently for the reasons
17 outlined above it should consider the severity of the impropriety outlined above in granting
18 petitioner's motion to determine sufficiency under 37 C.F.R. § 2.120(e).

19

20 **B. The RESPONSES Contained Little More Than Improper Boilerplate Objections**

21 The use of 'boilerplate' objections is improper and can subject a party to non-monetary
22 sanctions. *St. Paul Reinsurance Co. v. Commer. Fin. Corp.* (2000 N.D.I.A.), 198 F.R.D. 508, 517
23 (non-monetary sanction imposed for use of boilerplate objections which did not specify how each
24 request for production was deficient) Sanctions are appropriate because objections are a clear

25

26

27 ¹ "If a party on which requests for admission have been served fails to file a timely response thereto, the
28 requests will stand admitted unless the party is able to show that its failure to timely respond was the result of
excusable neglect; or unless a motion to withdraw or amend the admissions is filed pursuant to Fed. R. Civ. P. 36(b)
and granted by the Board." T.B.M.P. § 411.02

1 indication that a party is not cooperating in the discovery process² and a party's failure to
2 cooperate in discovery subjects that party to sanctions³. Sanctions can include compelling proper
3 responses to requests for admissions and deeming them admitted.

4 The RESPONSES **failed to admit or deny a single request for admission**. This failure
5 was repeated forty-four (44) times and based upon the following 'boilerplate' objections, or
6 almost literal variations and combinations thereof (places of variation in parenthesis):

- 7 1. Respondent objects to this request because (whether Respondent was indebted to
8 Third National Bank) is not relevant to any claim or defense in the cancellation
9 proceeding, nor is the request for admission reasonably calculated to lead to the
10 discovery of admissible or relevant evidence. Respondent also objects to this
11 request because it is premature and compound. (In addition, this interrogatory [sic
12 because it is actually a request for admission] is duplicative.) Moreover,
13 Respondent is not associated (with Third National Bank).⁴
- 14 2. Respondent objects to this request because whether or not (the Petitioner was
15 selling the stated products) is not relevant to any claim or defense in the
16 cancellation proceeding, nor is the request for admission reasonably calculated to
17 lead to the discovery of admissible or relevant evidence. This interrogatory [sic
18 because it is actually a request for admission] is overly broad, unclear, ambiguous
19 and assumes facts not proven. Respondent also objects to this interrogatory [sic
20 because it is premature and compound. In addition, this interrogatory [sic because
21 it is actually a request for admission] is duplicative and the Respondent is not
22 associated (with the Trademark Office).⁵

23 As these objections are asserted to all forty-four (44) requests, they are manifestly
24 improper. Furthermore, as the second example above illustrates, these objections are asserted
25 unreasonably and fail to set forth the reasons why respondent cannot truthfully admit or deny any
26 of these matters. In the second example above, respondent objects to information relating to
27 whether or not he misrepresented to the Trademark Office material facts regarding his ownership
28 of the BILL LAWRENCE Mark.⁶ Such information is clearly proper and highly relevant to

23 ²See *Medtronic, Inc. v. Pacesetter Systems, Inc.* (TTAB 1984), 222 USPQ 80, 84 (it was clear from
24 applicant's blanket objections that applicant was not cooperating)

25 ³See generally *Unicut Corp. v. Unicut Inc.* (TTAB 1984), 222 USPQ 341. See also TBMP §§ 408.01,
26 411.04.

27 ⁴ Exhibit G to Kopelowitz Decl., Request 1, See also Requests 1-44.

28 ⁵ Exhibit G to Kopelowitz Decl., Request 31, See also Requests 1-44.

⁶ Exhibit C to Kopelowitz Decl., Request 31: "Admit that on the date Willi L. Stich filed his trademark
application Serial No. 75490657, he knew that Jzchak Wajcman was selling products under the "Bill Lawrence"

1 many issues in a trademark cancellation proceeding, including but not limited to:

- 2 1. Respondent's honesty in the registration process for the BILL LAWRENCE Mark;
- 3 2. Evidence of the actual, constructive or intended use of the BILL LAWRENCE Mark;
- 4 3. Ownership of the BILL LAWRENCE Mark;
- 5 4. Secondary meaning of the BILL LAWRENCE Mark;
- 6 5. Likelihood of confusion associated with the BILL LAWRENCE Mark;
- 7 6. Petitioner's allegation that respondent committed fraud on the United States Patent and
- 8 Trademark Office.

9 Petitioner's use of boilerplate objections render the RESPONSES insufficient and are a
10 clear indication that petitioner is not cooperating in the discovery process. Therefore, petitioner
11 should be sanctioned under TBMP §§ 408.01 and 411.04 by compelling proper responses to the
12 REQUESTS or deem them admitted.

13 In the event the Board decides not to sanction petitioner independently for the reasons
14 outlined above it should consider the severity of the impropriety outlined above in granting
15 petitioner's motion to determine sufficiency under 37 C.F.R. § 2.120(e).

16 **C. Respondent Has Not Cooperated In The Discovery Process and Has Acted In Bad**
17 **Faith**

18 Failure to cooperate in discovery subjects a party to sanctions⁷ which can include forced
19 admission of each of the REQUESTS. Respondent has failed to cooperate, and should therefore
20 be sanctioned, because:

- 21 1. The RESPONSES are non-responsive and elusive. The RESPONSES fail to admit or
22 deny a single request and provide boilerplate objections as their only reply. Such a reply does not
23 fulfill respondent's duty to make a good faith effort to satisfy the discovery needs of petitioner
24 under TBMP § 408.01. Petitioner informed respondent of this deficiency in his June 13, 2005
25 meet and confer letter. See Kopelowitz Decl., Exhibit H. Respondent's absolute failure to admit

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27 mark but failed to disclose this information to the Trademark Office.”

28 ⁷See generally *Unicut Corp. v. Unicut Inc.* (TTAB 1984), 222 USPQ 341. See also TBMP §§ 408.01,
411.04.

1 or deny represents a bad faith failure to cooperate.

2 2. The RESPONSES are in violation of TBMP § 407.03(b) which states in pertinent part:
3 “The Board prefers that the responding party reproduce each request immediately preceding the
4 answer or objection thereto.” Respondent has failed to set forth each request for admission in
5 full before each response. Petitioner informed respondent of this deficiency in his June 13, 2005
6 meet and confer letter. *See* Kopelowitz Decl., Exhibit H. Both petitioner and the Board have
7 now been inconvenienced by respondent’s failure to conform the RESPONSES to the Board’s
8 preferences .

9 3. Respondent failed to respond to petitioner’s June 13, 2005 meet and confer letter and
10 other good faith efforts to resolve this dispute.

11 In the event the Board decides not to sanction petitioner independently for the reasons
12 outlined above it should consider the severity of the impropriety outlined above in granting
13 petitioner’s motion to determine sufficiency under 37 C.F.R. § 2.120(e).

14
15 **D. Respondent’s Objections To the REQUESTS Fail to Set Forth the Reasons Why**
16 **Respondent Cannot Truthfully Admit or Deny Any Of The Matters Therein**

17 As more fully explained above, the objections contained in the RESPONSE to the
18 REQUESTS improperly consist exclusively of repeated boilerplate objections. Such use of
19 boilerplate objections effectively shrouds any potentially legitimate objections. For the sake of
20 brevity, petitioner responds to the objections as follows:

- 21 1. **All:** Respondent’s objections lack particularity. Respondent’s objections do not set
22 forth the reasons why respondent cannot truthfully admit or deny any of these
23 matters.
- 24 2. **Relevance, Overly Broad and Burdensome:** Respondent’s bad faith use of
25 boilerplate objections should shift the burden of establishing the above objections.
26 Otherwise, the burden on petitioner and the Board would be both inequitable and
27 unwarranted.
- 28 3. **Duplicative:** For respondent to assert this objection is highly inappropriate since he

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has admitted or denied **none** of the REQUESTS.

4. Premature: This matter is currently before the Patent and Trademark Office and is ripe for adjudication. Also, the REQUESTS were properly served during the discovery period which is clearly the time period during which to exchange information.

5. Assume Facts Not Proven: Respondent misunderstands the nature of "discovery".

6. "Not Associated With": Whether or not respondent is "associated with" an entity has no bearing on his ability to answer questions regarding his relationship with said entity. Therefore, the Board should determine the sufficiency of the responses to the REQUESTS and compel the appropriate response or order the requests admitted.

III.
CONCLUSION

Based upon the foregoing, the Board should either sanction respondent Willi Lorenz Stich by ordering the requests admitted or issue an order determining the sufficiency of the responses to the REQUESTS and compel respondent to provide appropriate responses without objections.

Dated: July 15, 2005

Respectfully submitted by:

KOPELOWITZ & ASSOCIATES


JAY S. KOPELOWITZ

12702 Via Cortina, Suite 700
Del Mar, California 92014
Tel: 858/ 755-0095

Attorneys for Petitioner Jzchak N. Wajcman d/b/a Bill Lawrence Products and Bill Lawrence Guitar Pickups

Jay S. Kopelowitz (149652)
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Tel: (858) 755-0095

Attorneys for Petitioner Jzchak N. Wajcman

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

JZCHAK N. WAJCMAN d/b/a BILL)
LAWRENCE PRODUCTS and BILL)
LAWRENCE GUITAR PICKUPS,)

Petitioner,)

v.)

WILLI LORENZ STICH a/k/a BILL)
LAWRENCE,)

Registrant/Respondent.)
_____)

Cancellation No.: 92043516

In the matter of Registration No. 2,303,676

Mark: BILL LAWRENCE

Date Registered: December 28, 1999

Goods/Services: Technical consulting in
the nature of design an
evaluation of stringed
musical instruments and
accessories, namely,
pick-ups, strings and
bridges in International
Class 042.

**DECLARATION OF JAY S.
KOPELOWITZ IN SUPPORT OF
PETITIONER WAJCMAN'S MOTION TO
COMPEL ANSWERS TO
INTERROGATORIES AND DOCUMENT
REQUESTS AND MOTION TO TEST
SUFFICIENCY OF ADMISSION
REQUESTS**

ORIGINAL

DECLARATION OF JAY S. KOPELOWITZ

I, JAY S. KOPELOWITZ, declare:

1. I am an attorney licensed to practice in all courts in the State of California and I am the attorney of record for the Petitioner Jzchak N. Wajcman d/b/a Bill Lawrence Products and Bill Lawrence Guitar Pickups in the above-referenced proceedings. I make this declaration in support of Petitioner Wajcman's (1) Motion to Compel Answers to Interrogatories and Production of Documents and (2) Motion to Determine Sufficiency of Answers or Objections to Admission Requests.
2. Attached hereto as Exhibit "A" is a true and correct copy of Petitioner Jzchak N. Wajcman's First Set of Interrogatories to Willi Lorenz Stich dated March 14, 2005. A response from Respondent Stich was due by April 18, 2005.
3. Attached hereto as Exhibit "B" is a true and correct copy of Petitioner Jzchak N. Wajcman's First Set of Requests for Documents to Willi Lorenz Stich dated March 14, 2005. A response from Respondent Stich was due by April 18, 2005.
4. Attached hereto as Exhibit "C" is a true and correct copy of Petitioner Jzchak N. Wajcman's First Set of Requests for Admission to Willi Lorenz Stich dated March 14, 2005. A response from Respondent Stich was due by April 18, 2005.
5. On or about April 15, 2005, Respondent's then attorney of record Sean Johnson contacted me and requested a four week extension to answer all pending discovery requests. Mr. Johnson told me that additional time was needed because Respondent Stich needed to search for and locate various documents that would allow him to answer Petitioner's interrogatories and admission requests as well as the document requests. Based on Attorney Johnson's representations, I granted respondent an additional four week extension to answer the outstanding discovery. Attached hereto as Exhibit "D" is a true and correct copy of an email letter from Attorney Johnson that memorialized

the four week extension of time to answer.

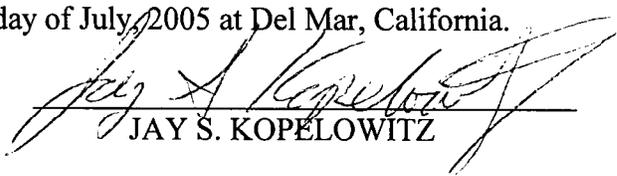
6. Attached hereto as Exhibit "E" is a true and correct copy of Bill Lawrence's Response to Petitioner's First Set of Interrogatories dated May 16, 2005 which I received from Attorney Gregory Richardson. The responses are riddled with objections with virtually no substantive answers.

7. Attached hereto as Exhibit "F" is a true and correct copy of Bill Lawrence's Response to Petitioner's First Set of Requests for Documents dated May 16, 2005 which I received from Attorney Gregory Richardson. The responses are once again riddled with objections with virtually no substantive answers.

8. Attached hereto as Exhibit "G" is a true and correct copy of Bill Lawrence's Response to Petitioner's First Set of Requests for Admission dated May 16, 2005 which I received from Attorney Gregory Richardson. The responses contain nothing but objections with no substantive answers whatsoever.

9. After trading several voice mail messages with Attorney Richardson, on June 13, 2005, I sent Attorney Richardson a meet and confer letter in regards to the insufficient and non-code conforming responses that I received to Petitioner's interrogatories, document requests and requests for admissions. Attached hereto as Exhibit "H" is a true and correct copy of my letter dated June 13, 2005. As of the date of this declaration, I have not received any response whatsoever from Attorney Richardson. Consequently, I have made a good faith effort via phone and written correspondence to resolve the issues presented in the motion to compel answer to interrogatories and document requests and the motion to test sufficiency of admission requests but have been unable to reach agreement with the other side.

I declare under penalty of perjury under the laws of the United States and California that the foregoing is true and correct. Executed this 15th day of July, 2005 at Del Mar, California.


JAY S. KOPELOWITZ

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12702 Via Cortina, Suite 700
Del Mar, California 92014
Tel: (858) 755-0095

Attorneys for Petitioner Jzchak N. Wajcman

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

JZCHAK N. WAJCMAN d/b/a BILL)
LAWRENCE PRODUCTS and BILL)
LAWRENCE GUITAR PICKUPS,)

Petitioner,
v.

WILLI LORENZ STICH a/k/a BILL)
LAWRENCE,)

Registrant/Respondent.

Cancellation No.: 92043516

In the matter of Registration No. 2,303,676

Mark: BILL LAWRENCE

Date Registered: December 28, 1999

Goods/Services: Technical consulting in
the nature of design an
evaluation of stringed
musical instruments and
accessories, namely,
pick-ups, strings and
bridges in International
Class 042.

DECLARATION OF SERVICE

ORIGINAL

DECLARATION OF SERVICE

I am employed in the County of San Diego, State of California. I am over the age of 18 and am not a party to the within action; my business address is: 12702 Via Cortina, Suite 700, Del Mar, CA 92014.

On July 15, 2005 I served the foregoing documents described as:

NOTICE OF MOTION AND MOTION FOR RULE 56(F) DISCOVERY

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR RULE 56(F) DISCOVERY

DECLARATION OF JAY S. KOPELOWITZ IN SUPPORT OF MOTION FOR RULE 56(F) DISCOVERY

NOTICE OF MOTION AND MOTION TO COMPEL ANSWERS TO INTERROGATORIES AND PRODUCTION OF DOCUMENTS [37 C.F.R. § 2.120]

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION TO COMPEL ANSWERS TO INTERROGATORIES AND PRODUCTION OF DOCUMENTS [37 C.F.R. § 2.120]

NOTICE OF MOTION AND MOTION TO DETERMINE SUFFICIENCY OF ANSWERS OR OBJECTIONS TO ADMISSION REQUESTS [FRCP 36(a) AND 37 C.F.R. § 2.120]

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION TO DETERMINE SUFFICIENCY OF ANSWERS OR OBJECTIONS TO ADMISSION REQUESTS [37 C.F.R. § 2.120]

DECLARATION OF JAY S. KOPELOWITZ IN SUPPORT OF PETITIONER WAJCMAN'S MOTION TO COMPEL ANSWERS TO INTERROGATORIES AND DOCUMENT REQUESTS AND MOTION TO TEST SUFFICIENCY OF ADMISSION REQUESTS

upon the interested parties in this action by placing
[X] copies enclosed in a sealed envelope to:

Gregory Richardson
LAW OFFICES OF
GREGORY RICHARDSON, ESQ.
3890 11TH Street, Suite #210
Riverside, CA 92501

Counsel for Respondent Willi Lorenz Stich

[X] **BY REGULAR MAIL** by depositing such envelope with postage thereon fully prepaid in the United States mail at Del Mar, California.

[] **BY FACSIMILE** by telecopier to the facsimile telephone numbers listed above.

[] **BY HAND DELIVERY.**

I certify under penalty of perjury under the laws of the State of California and the laws of the United States that the foregoing is true and correct.

Dated: July 15, 2005 at Del Mar, California.



Hedy Tiongco

Jay S. Kopelowitz (149652)
KOPELOWITZ & ASSOCIATES
12702 Via Cortina, Suite 700
Del Mar, California 92014
Tel: (858) 755-0095

Attorneys for Jzchak N. Wajcman

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

JZCHAK N. WAJCMAN d/b/a BILL)
LAWRENCE PRODUCTS and BILL)
LAWRENCE GUITAR PICKUPS,)
)
Petitioner,)
v.)
WILLI LORENZ STICH a/k/a BILL)
LAWRENCE,)
)
Registrant/Respondent.)
_____)

Cancellation No.: 92043516

In the matter of Registration No. 2,303,676

Mark: BILL LAWRENCE

Date Registered: December 28, 1999

Goods/Services: Technical consulting in
the nature of design an
(sic) evaluation of
stringed musical
instruments and
accessories, namely,
pick-ups, strings and
bridges in International
Class 042.

**JZCHAK N. WAJCMAN'S FIRST SET OF
INTERROGATORIES TO WILLI
LORENZ STICH**

EXHIBIT A

TO: WILLI LORENZ STICH AND HIS ATTORNEYS OF RECORD:

DEMAND is hereby made to WILLI LORENZ STICH ("STICH") by JZCHAK N. WAJCMAN ("WAJCMAN") pursuant to Rule 33 of the Federal Rules Civil Procedure and 37 C.F.R. §2.120. Please answer these Interrogatories separately and fully, in writing, under oath or in accordance with 28 U.S.C. §1746. If any Interrogatory can be either fully or partially answered by documents, records or papers in STICH's possession, custody or control, you may so indicate and answer that Interrogatory either by attaching copies of such documents, records or papers in which the answer is contained or by specifying their location and making them available to WAJCMAN to inspect and copy.

In answering these Interrogatories, you are requested to furnish all information available to you, including information in the possession of your counsel, investigators, and all persons acting in your behalf and not merely such information known of your own personal knowledge. If you and/or your counsel cannot answer any interrogatory after exercising due diligence to do so, please so state and answer to the extent possible, specifying the reasons for your inability to answer the remainder and state whatever additional information or knowledge you may have concerning the unanswered portions.

These Interrogatories are to be deemed continuing in nature, pursuant to Rule 26(e) of the Federal Rules of Civil Procedure and supplemental answers shall be required to be filed by you prior to trial if, prior to trial, you directly or indirectly obtain further or different information from that contained in the answers filed in response to these Interrogatories.

1. DEFINITIONS AND INSTRUCTION

- a. "PERSON" means any natural person, public or private corporation, partnership, joint venture, association, government or governmental entity (including any

governmental agency or political subdivision of any government), group, form of business or legal organization or arrangement, or other legal entity, including the representatives of any such person or persons.

- b. "COMMUNICATION" means any transmission or exchange of information between two or more persons, orally or in writing, and includes, without limitation, any conversation or discussion, whether face-to-face or by means of telephone, telegraph, telex, telecopier, electronic or "e-mail," or other media, and the circumstances by which the PERSON came into possession of the document evidencing the communication.
- c. "STICH" means WILLI LORENZ STICH and all employees and all others acting on his behalf.
- d. "MARK-IN-ISSUE" means STICH's mark for BILL LAWRENCE; Registration No. 2303676.
- e. "AND" and "OR" are to be considered both conjunctively and disjunctively. The singular form of a noun or pronoun includes the plural form and vice versa. The word "ALL" also includes "EACH" and vice versa.
- f. "ANY" is understood to include and encompass "all"; "OR" is understood to include and encompass "AND."
- g. Whenever a reference to a business entity appears, the reference shall mean the business entity, its affiliated companies, partnerships, divisions, subdivisions, directors, officers, employees, agents, clients, or other representatives of affiliated third parties.
- h. "Identify" or "describe" when used in reference to a person or entity means to state:
 - i. His, her or its full name;
 - ii. His, her or its relationship or position with you;
 - iii. His, her or its present (or last known) business and home addresses and telephone numbers; and
 - iv. His, her or its full corporate or business name, and if incapable, any names under which it does business and the address of its principal place of business and of any offices in Southern California.
- i. "Identify" or "describe" when used in reference to a document means to state:
 - i. Its nature (i.e., letter, memorandum, chart, etc.);
 - ii. Its title;
 - iii. The date it was prepared;
 - iv. The identity of its author;

- v. The identity of each person to whom it was sent or addressed; and
 - vi. Its present physical location or, if not known, its last known physical location.
- j. "Identify" or "describe" when used in reference to an act, occurrence, event, transaction, or conduct (the "acts") means to state in full detail the substance of the event or events constituting the acts, including what transpired, where it transpired, when it transpired, the identity of all persons performing the acts, and the identity of all persons present during the acts.
- k. "Identify" or "describe" when used in reference to a communication means to state:
- i. The date and time when it occurred;
 - ii. The place where it occurred;
 - iii. The identity of each person participating therein;
 - iv. A statement of the subject matter and nature of the meeting, conference, discussion, act, event, transaction, occasion, instance, circumstances or matter, as the case may be; and
 - v. The identity of each and every writing which is a record, description, memorandum, note or summary of the communication.

2. INTERROGATORIES

INTERROGATORY NO. 1.:

State the name, address, telephone number, AND relationship to STICH of EACH PERSON who prepared OR assisted in the preparation of the responses to these interrogatories.

INTERROGATORY NO. 2.:

Identify ALL products AND services sold in the United States by STICH which use the MARK-IN-ISSUE by stating for EACH product OR service: (1) a description of such product OR service AND (2) dates such product OR service were sold OR offered for sale.

INTERROGATORY NO. 3.:

Identify ALL PERSONS who participated in the creation of the MARK-IN-ISSUE by stating for EACH such PERSON: (1) name; (2) current employer AND position; (3) work address AND telephone; (4) home address AND telephone.

INTERROGATORY NO. 4.:

Is STICH's response to EACH request for admission served with these interrogatories an unqualified admission?

INTERROGATORY NO. 5.:

If STICH's answer to Interrogatory No. 4 above is No, for EACH response to a request for admission served with these interrogatories that is not an unqualified admission: (1) state the number of the request; (2) state ALL facts upon which STICH bases his responses; (3) state the names, addresses AND telephone numbers of ALL PERSONS who have knowledge of those facts; AND (4) IDENTIFY ALL documents AND other things that support STICH's response AND state the name, address and telephone number of the PERSON who has EACH document OR thing.

INTERROGATORY NO. 6.:

Describe with particularity the manner in which STICH selected the MARK-IN-ISSUE.

INTERROGATORY NO. 7.:

IDENTIFY ALL individuals involved in the selection AND prosecution of the MARK-IN-ISSUE, including those individuals who participated in OR provided trademark searches.

INTERROGATORY NO. 8.:

Describe ALL goods AND/OR services that STICH currently identifies with the MARK-IN-ISSUE AND state when the use began for each.

INTERROGATORY NO. 9.:

Describe ALL discontinued goods AND/OR services, if ANY, that STICH previously identified with the MARK-IN-ISSUE AND state when the use began AND ended for each, AND why.

INTERROGATORY NO. 10.:

If STICH distributes goods OR services identified with the MARK-IN-ISSUE by a third party OR parties, including licensees, please identify each third party distributor AND the geographical area in which such party OR parties operate.

INTERROGATORY NO. 11.:

List all publications, if ANY, STICH uses to promote AND advertise his goods AND/OR services associated with the MARK-IN-ISSUE.

INTERROGATORY NO. 12.:

For each good AND/OR service identified in Interrogatory Nos. 8 AND 9, set forth the gross income per good AND/OR service from the first sale to the present.

INTERROGATORY NO. 13.:

IDENTIFY ALL PERSONS responsible for the advertising AND promotion of goods AND/OR services under the MARK-IN-ISSUE, the nature of the individuals responsibility AND the dates the position was held.

INTERROGATORY NO. 14.:

Disclose the dollar amount spent annually on advertising AND promoting goods AND/OR services under the MARK-IN-ISSUE for each good AND/OR services identified in Interrogatory Nos. 8 AND 9 from its introduction to its discontinuation OR the present, as applicable.

INTERROGATORY NO. 15.:

Identify ANY AND ALL experts STICH has OR plans to employ to testify as an expert in this matter AND set forth the subject matter of his OR her testimony AND the qualifications of said expert.

INTERROGATORY NO. 16.:

Identify each PERSON STICH expects to offer as a fact witness, AND state the substance of the facts to which each such witness is expected to testify.

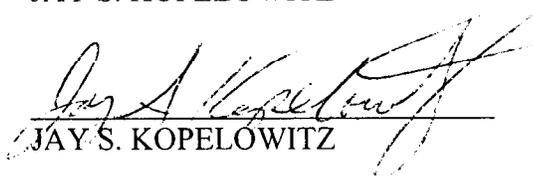
INTERROGATORY NO. 17.:

Identify each PERSON furnishing information on which ANY part of an answer to these interrogatories is based, indicating which of the parts were based on information so furnished, AND whether such information is within the personal knowledge of such person, AND if not, identify the source of the information.

Dated: March 14, 2005

Respectfully submitted by:

KOPELOWITZ & ASSOCIATES
JAY S. KOPELOWITZ


JAY S. KOPELOWITZ

12702 Via Cortina, Suite 700
Del Mar, California 92014
Tel: 858/ 755-0095

Attorneys for Petitioner JZCHAK N. WAJCMAN
d/b/a BILL LAWRENCE PRODUCTS and BILL
LAWRENCE GUITAR PICKUPS

Opposition Name: *Wajcman v. Stich*
Court: Trademark Trials and Appeals Board
Cancellation No: 92043516

CERTIFICATE OF SERVICE

I am employed in the County of San Diego, State of California. I am over the age of 18 and am not a party to the within action; my business address is: 12702 Via Cortina, Suite 700, Del Mar, CA 92014.

On March 14, 2005, I caused the foregoing documents described as:

JZCHAK N. WAJCMAN'S FIRST SET OF INTERROGATORIES TO WILLI LORENZ STICH.

to be served upon the interested parties in this action by placing

the original enclosed in a sealed envelope to the person listed with an on the attached service list.

a true copy thereof enclosed in a sealed envelope to:

Robert D. Atkins
Sean D. Johnson
QUARLES & BRADY STREICH LANG LLP
Renaissance One
Two North Central Avenue
Phoenix, Arizona 85004-2391

Counsel for Willi Lorenz Stich

VIA REGULAR MAIL by depositing such envelope fully prepaid with the United Parcel Service at Del Mar, California.

I certify under penalty of perjury under the laws of the State of California and the laws of the United States that the foregoing is true and correct.

Dated: March 14, 2005 at Del Mar, California.



Hedy Tiongco

Jay S. Kopelowitz (149652)
 KOPELOWITZ & ASSOCIATES
 12702 Via Cortina, Suite 700
 Del Mar, California 92014
 Tel: (858) 755-0095

Attorneys for Jzchak N. Wajcman

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

JZCHAK N. WAJCMAN d/b/a BILL)
 LAWRENCE PRODUCTS and BILL)
 LAWRENCE GUITAR PICKUPS,)
)
 Petitioner,)
 v.)
)
 WILLI LORENZ STICH a/k/a BILL)
 LAWRENCE,)
)
 Registrant/Respondent.)
 _____)

Cancellation No.: 92043516

In the matter of Registration No. 2,303,676

Mark: BILL LAWRENCE
 Date Registered: December 28, 1999
 Goods/Services: Technical consulting in
 the nature of design an
 (sic) evaluation of
 stringed musical
 instruments and
 accessories, namely,
 pick-ups, strings and
 bridges in International
 Class 042.

**JZCHAK N. WAJCMAN'S FIRST SET OF
 REQUESTS FOR DOCUMENTS TO
 WILLI LORENZ STICH**

EXHIBIT B

TO: WILLI LORENZ STICH AND HIS ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure and 37 C.F.R. §2.120, JZCHAK N. WAJCMAN ("WAJCMAN") requests that WILLI LORENZ STICH ("STICH") produce for inspection and copying the documents described herein which are in the possession, custody or control of STICH or his agents, employees, attorneys or any and all persons acting on his behalf, within the time permitted by said Rules. STICH shall further comply with Rule 34(b) by producing said documents as they are kept in the usual course of business or shall organize and label them to correspond with the categories in this Request. STICH shall supplement his responses pursuant to the requirements of Rule 26(e).

1. DEFINITIONS AND INSTRUCTION

- a. "DOCUMENT" shall mean any writing or recording as defined by Federal Rules of Evidence 1001 and shall include any written, printed, typewritten, handwritten, recorded or graphic matter, or computer generated information whether reproduced in "hard" copy or other tangible medium or presently stored within the memory of a computer or other data storage device, however produced, or reproduced, including, but not limited to, correspondence, telegrams, telexes, cables, transcripts, electronic or "e-mail" or other written communications, contracts, agreements, tapes, records, notes, memoranda, projections, reports, work papers, diaries, daybooks, telephone records, calendars, minutes and other summaries of meetings or conferences, summaries or records of conversations or interviews, reports and/or summaries of investigations, business records, appraisals, studies, analyses, surveys, statistical or financial statements and compilations, reviews, forecasts, computer printouts, projects, any other writings, including drafts and copies of any of the foregoing, which are or have been in the possession, custody, or control of O'HAGIN, its present or former directors, officers, counsel, agents, employees, and all persons acting on its behalf. If a document was prepared in several copies or if additional copies were thereafter made, and if any such copies were not identical or are no longer identical by reason of notation or modification of any kind whatsoever, including, without limitation, notations on the front or back of any pages thereof, then each such copy must be produced.
- b. "PERSON" means any natural person, public or private corporation, partnership, joint venture, association, government or governmental entity (including any

governmental agency or political subdivision of any government), group, form of business or legal organization or arrangement, or other legal entity, including the representatives of any such person or persons.

- c. "COMMUNICATION" means any transmission or exchange of information between two or more persons, orally or in writing, and includes, without limitation, any conversation or discussion, whether face-to-face or by means of telephone, telegraph, telex, telecopier, electronic or "e-mail," or other media, and the circumstances by which the PERSON came into possession of the document evidencing the communication.
- d. "STICH" means WILLI LORENZ STICH and all employees and all others acting on his behalf.
- e. "MARK-IN-ISSUE" means STICH's mark for BILL LAWRENCE; Registration No. 2303676.
- f. "AND" and "OR" are to be considered both conjunctively and disjunctively. The singular form of a noun or pronoun includes the plural form and vice versa. The word "ALL" also includes "EACH" and vice versa.
- g. "ANY" is understood to include and encompass "all"; "OR" is understood to include and encompass "AND."
- h. Whenever a reference to a business entity appears, the reference shall mean the business entity, its affiliated companies, partnerships, divisions, subdivisions, directors, officers, employees, agents, clients, or other representatives of affiliated third parties.
- i. Privilege/Redaction Log. If any documents are within the scope of any request for production but are not being produced or are being produced with portions redacted, pursuant to any claim of privilege or confidentiality:
 - i. State the nature of the privilege claimed (i.e., attorney-client, work product, etc.);
 - ii. State the name of the PERSON claiming privilege and the name of the attorney, if any, with respect to who the privilege is claimed;
 - iii. State the facts upon which you rely as the basis for claiming the privilege as to the specific information or document; and
 - iv. State the date or such document; identify the type of documents (i.e., letter, memo, etc.); set forth the subject matter thereof; identify the person who prepared it and each person (if any) who signed it; identify each person to whom it was directed, circulated, or shown; and identify each person now in possession of the document. If any document is produced in redacted form,

- the word "redacted" is to be placed in the redacted section of the document.
- v. All documents shall be produced that respond to any part or clause of any paragraph of these requests.
 - vi. The documents to be produced pursuant to these requests specifically embrace, in addition to documents within your possession, custody or control, documents within the possessions, custody or control of any of your agents, accountants, representatives or attorneys. Such documents also embrace originals, an identical copy if the original is not available, and non-identical copies (whether different from the original because of notes made thereon or otherwise) of the documents described in these requests.
- j. Destruction Log. In the event that any document called for by these requests has been destroyed or discarded, that document is to be identified by stating: (a) the nature of the document; (b) any addressor or addressee; (c) any indicated or blind copies; (d) the document's date, subject matter, number of pages, and attachments or appendices; (e) all persons to whom the document was distributed, shown or explained; (f) its date of destruction or discard, manner of destruction or discard; and (g) the persons authorizing or carrying out such destruction or discard.
- k. The following document requests are continuing in nature and in the event you become aware of or acquire additional information relating or referring thereto, such additional information is to be promptly produced.

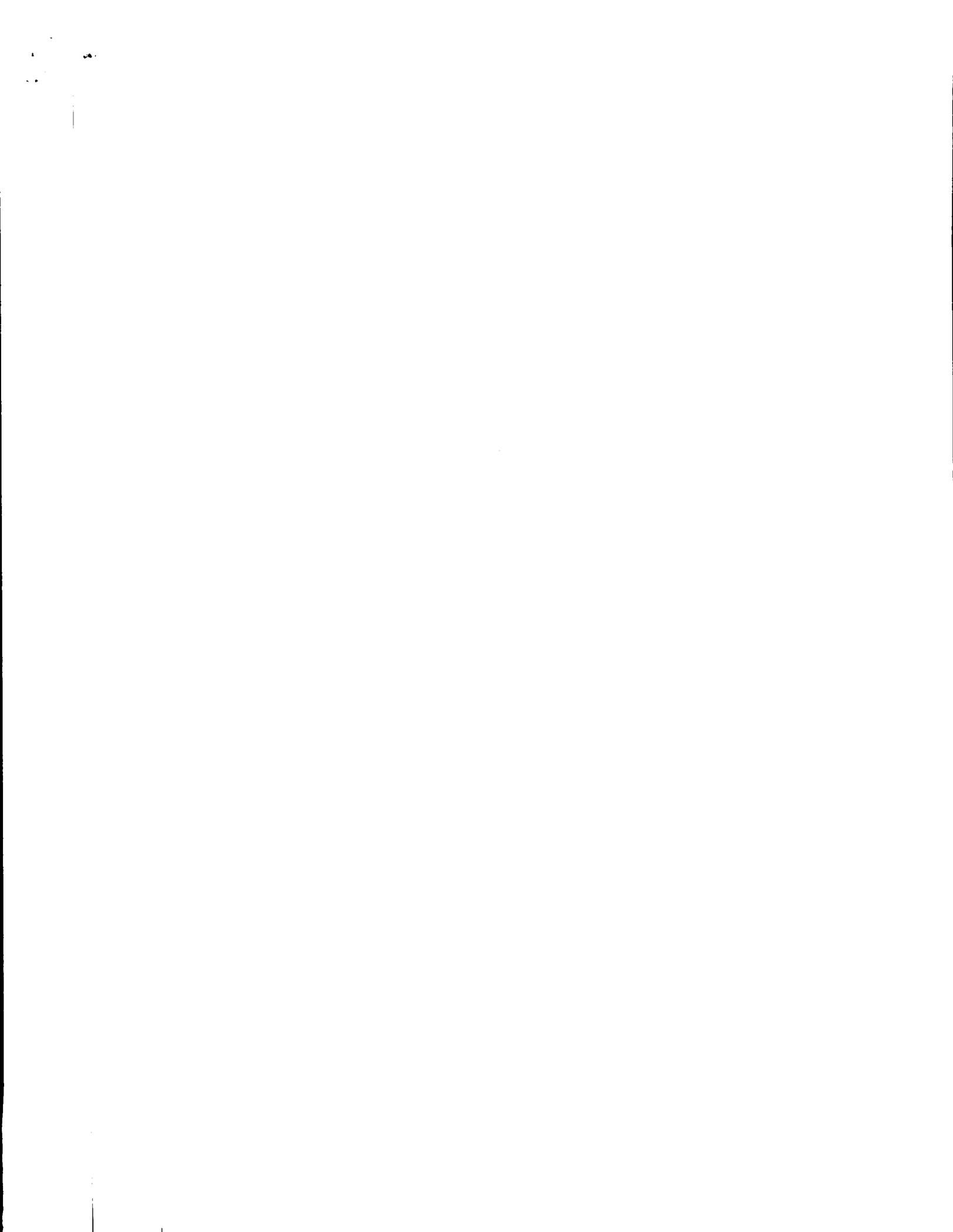
2. DOCUMENTS REQUESTED

REQUEST NO. 1:

ALL DOCUMENTS that evidence, refer to OR discuss the creation of the MARK-IN-ISSUE including, but not limited to, handwritten notes, e-mail, drawings, memoranda, declarations AND correspondence.

REQUEST NO. 2:

ALL DOCUMENTS that evidence, refer to, support OR discuss the first use AND/OR first use in commerce of the MARK-IN-ISSUE including, but not limited to, advertisements, catalogs, brochures, invoices, handwritten notes, memoranda, e-mail AND documents filed with the Patent AND Trademark Office OR a state trademark agency.



REQUEST NO. 3:

ALL DOCUMENTS that evidence, refer to, support OR discuss the date of first use AND/OR the date of first use in commerce of the MARK-IN-ISSUE including, but not limited to, advertisements, catalogs, brochures, invoices, handwritten notes, memoranda, e-mail AND documents filed with the Patent AND Trademark Office OR a state trademark agency.

REQUEST NO. 4:

ALL DOCUMENTS created OR received in connection with the registration of the MARK-IN-ISSUE including, but not limited to:

- a. Internal memoranda AND hand written notes concerning the decision to seek registration of the MARK-IN-ISSUE;
- b. ALL DOCUMENTS provided to OR received from attorneys in connection with the filing of the application for the registration of the MARK-IN-ISSUE including memoranda, correspondence, trademark searches, state AND federal trademark applications AND attorney billing statements;
- c. ALL DOCUMENTS submitted to OR received from the Patent And Trademark Office regarding the MARK-IN-ISSUE including applications, declarations, oppositions, office actions AND amendments;
- d. ALL DOCUMENTS that challenge OR support the registration of the MARK-IN-ISSUE.

REQUEST NO. 5:

ALL DOCUMENTS sufficient to establish the significance, if any, and origin of the MARK-IN-ISSUE.

REQUEST NO. 6:

ALL DOCUMENTS that refer to, evidence OR discuss ANY actual OR potential litigation (criminal OR civil) against STICH regarding the MARK-IN-ISSUE.

REQUEST NO. 7:

Exemplars of advertisements containing the MARK-IN-ISSUE.

REQUEST NO. 8:

ALL DOCUMENTS that discuss ANY actual OR prospective advertisements containing the MARK-IN-ISSUE.

REQUEST NO. 9:

ALL DOCUMENTS that summarize OR discuss marketing AND advertising expenditures by STICH with respect to the MARK-IN-ISSUE.

REQUEST NO. 10:

ALL DOCUMENTS that constitute OR discuss consumer surveys with respect to the MARK-IN-ISSUE.

REQUEST NO. 11:

ALL DOCUMENTS that refer to OR discuss WAJCMAN including correspondence, notes, e-mail communications, website postings, memoranda AND newspaper articles.

REQUEST NO. 12:

ALL DOCUMENTS that evidence OR reflect ownership by STICH of the MARK-IN-ISSUE.

REQUEST NO. 13:

ALL DOCUMENTS that evidence OR reflect STICH's marketing channels for his products

AND/OR services associated with the MARK-IN-ISSUE.

REQUEST NO. 14:

ALL DOCUMENTS that identify EACH mark considered by STICH for use in connection with the products AND/OR services that are sold under the MARK-IN-ISSUE.

REQUEST NO. 15:

ALL DOCUMENTS that identify EACH type of product AND/OR service sold under the MARK-IN-ISSUE.

REQUEST NO. 16:

An example of EACH DOCUMENT OR thing showing how STICH uses the MARK-IN-ISSUE, including, but not limited to, labeling, point of sale displays, advertising, and promotional materials.

REQUEST NO. 17:

ALL DOCUMENTS used to answer WAJCMAN's First Set Of Interrogatories to STICH served herewith.

REQUEST NO. 18:

ALL DOCUMENTS used to answer WAJCMAN's First Set Of Requests for Admission to STICH served herewith.

REQUEST NO. 19:

ALL DOCUMENTS relating OR referring to, describing, OR reflecting searches performed in conjunction with the selection of the MARK-IN-ISSUE.

REQUEST NO. 20:

ALL DOCUMENTS relating OR referring to, describing, OR reflecting STICH's decision

to select the MARK-IN-ISSUE.

REQUEST NO. 21:

ALL DOCUMENTS that identify EACH printed publication AND non-print medium in which STICH has advertised products AND/OR services under the MARK-IN-ISSUE.

REQUEST NO. 22:

A copy of EACH market survey AND other research DOCUMENTS directed to:

- a. the products AND/OR services sold under the MARK-IN-ISSUE.
- b. the MARK-IN-ISSUE as perceived by purchasers AND potential purchasers.
- c. the packaging OR advertisements for the products AND/OR services sold under the MARK-IN-ISSUE.

REQUEST NO. 23:

ALL letters from STICH to the trade to solicit sales for the products AND/OR services sold under the MARK-IN-ISSUE.

REQUEST NO. 24:

ALL DOCUMENTS in STICH's possession, custody OR control showing third party use of any mark consisting of the words "BILL LAWRENCE" for ANY products AND/OR services.

REQUEST NO. 25:

ALL DOCUMENTS that evidence, reflect OR discuss ANY written agreement OR contract entered into by STICH regarding the MARK-IN-ISSUE.

REQUEST NO. 26:

All videotape, film, slide OR other media presentations created, circulated OR used by STICH to promote his goods AND/OR SERVICES identified with the MARK-IN-ISSUE.

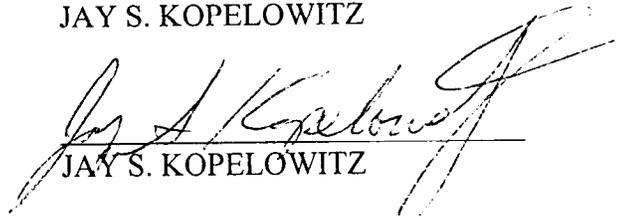
REQUEST NO. 27:

ALL DOCUMENTS, not requested above, that STICH intends to rely upon in the cancellation proceedings.

Dated: March 14, 2005

Respectfully submitted by:

KOPELOWITZ & ASSOCIATES
JAY S. KOPELOWITZ



JAY S. KOPELOWITZ

12702 Via Cortina, Suite 700
Del Mar, California 92014
Tel: 858/ 755-0095

Attorneys for Petitioner JZCHAK N. WAJCMAN
d/b/a BILL LAWRENCE PRODUCTS and BILL
LAWRENCE GUITAR PICKUPS

Opposition Name: *Wajcman v. Stich*
Court: Trademark Trials and Appeals Board
Cancellation No: 92043516

CERTIFICATE OF SERVICE

I am employed in the County of San Diego, State of California. I am over the age of 18 and am not a party to the within action; my business address is: 12702 Via Cortina, Suite 700, Del Mar, CA 92014.

On March 14, 2005, I caused the foregoing documents described as:

JZCHAKN. WAJCMAN'S FIRST SET OF REQUESTS FOR DOCUMENTS TO WILLI LORENZ STICH

to be served upon the interested parties in this action by placing

the original enclosed in a sealed envelope to the person listed with an on the attached service list.

a true copy thereof enclosed in a sealed envelope to:

Robert D. Atkins
Sean D. Johnson
QUARLES & BRADY STREICH LANG LLP
Renaissance One
Two North Central Aveneu
Phoenix, Arizona 85004-2391

Counsel for Willi Lorenz Stich

VIA REGULAR MAIL by depositing such envelope fully prepaid with the United Parcel Service at Del Mar, California.

I certify under penalty of perjury under the laws of the State of California and the laws of the United States that the foregoing is true and correct.

Dated: March 14, 2005 at Del Mar, California.



Hedy Tiongco

Jay S. Kopelowitz (149652)
KOPELOWITZ & ASSOCIATES
12702 Via Cortina, Suite 700
Del Mar, California 92014
Tel: (858) 755-0095

Attorneys for Jzchak N. Wajcman

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

JZCHAK N. WAJCMAN d/b/a BILL)
LAWRENCE PRODUCTS and BILL)
LAWRENCE GUITAR PICKUPS,)

Petitioner,)

v.)

WILLI LORENZ STICH a/k/a BILL)
LAWRENCE,)

Registrant/Respondent.)
_____)

Cancellation No.: 92043516

In the matter of Registration No. 2,303,676

Mark: BILL LAWRENCE

Date Registered: December 28, 1999

Goods/Services: Technical consulting in
the nature of design an
(sic) evaluation of
stringed musical
instruments and
accessories, namely,
pick-ups, strings and
bridges in International
Class 042.

**JZCHAK N. WAJCMAN'S FIRST SET OF
REQUESTS FOR ADMISSIONS TO WILLI
LORENZ STICH**

EXHIBIT C

TO: WILLI LORENZ STICH AND HIS ATTORNEYS OF RECORD:

DEMAND is hereby made to WILLI LORENZ STICH ("STICH") by JZCHAK N. WAJCMAN ("WAJCMAN") pursuant to Rule 36 of the Federal Rules Civil Procedure and 37 C.F.R. §2.120 to answer the following Requests for Admission.

REQUESTS FOR ADMISSION

REQUEST NO. 1:

Admit that in or about June 1984, Lawrence Sound Research, Inc. was indebted to Third National Bank in Nashville, Tennessee in the approximate amount of \$361,000.

REQUEST NO. 2:

Admit that in or about June 1984, the indebtedness of approximate \$361,000 owed by Lawrence Sound Research, Inc. to Third National Bank in Nashville, Tennessee was secured by all of the copyrights, trademarks and trade names including the trade name Bill Lawrence and Lawrence Products, and any derivation thereof, owned by Lawrence Sound Research, Inc.

REQUEST NO. 3:

Admit that in or about June 1984, the indebtedness in the approximate amount of \$361,000 owed by Lawrence Sound Research, Inc. to Third National Bank in Nashville, Tennessee was secured by all of the copyrights, trademarks and trade names including the trade name Bill Lawrence and Lawrence Products, and any derivation thereof, owned by Willi L. Stich.

REQUEST NO. 4:

Admit that Third National Bank in Nashville, Tennessee had a security interest in all of the copyrights, trademarks and trade names including the trade name Bill Lawrence and Lawrence Products, and any derivation thereof, owned by Lawrence Sound Research, Inc.

REQUEST NO. 5:

Admit that Third National Bank in Nashville, Tennessee had a security interest in all of the copyrights, trademarks and trade names including the trade name Bill Lawrence and Lawrence Products, and any derivation thereof, owned by Willi L. Stich.

REQUEST NO. 6:

Admit that Third National Bank in Nashville, Tennessee foreclosed its security interests on all of the copyrights, trademarks and trade names including the trade name Bill Lawrence and Lawrence Products, and any derivation thereof, owned by Lawrence Sound Research, Inc.

REQUEST NO. 7:

Admit that Third National Bank in Nashville, Tennessee foreclosed its security interests on all of the copyrights, trademarks and trade names including the trade name Bill Lawrence and Lawrence Products, and any derivation thereof, owned by Willi L. Stich.

REQUEST NO. 8:

Admit that Third National Bank in Nashville, Tennessee sold all of the copyrights, trademarks and trade names including the trade name Bill Lawrence and Lawrence Products, and any derivation thereof, previously owned by Lawrence Sound Research, Inc. to Degalim, Inc. in or about June 1984.

REQUEST NO. 9:

Admit that Third National Bank in Nashville, Tennessee sold all of the copyrights, trademarks and trade names including the trade name Bill Lawrence and Lawrence Products, and any derivation thereof, previously owned by Willi L. Stich to Degalim, Inc. in or about June 1984.

REQUEST NO. 10:

Admit that prior to the sale, the board of directors of Lawrence Sound Research, Inc. knew

about the proposed sale of all of the copyrights, trademarks and trade names including the trade name Bill Lawrence and Lawrence Products, and any derivation thereof, previously owned by Lawrence Sound Research, Inc. to Degalim, Inc.

REQUEST NO. 11.:

Admit that prior to the sale, the board of directors of Lawrence Sound Research, Inc. knew about the proposed sale of all of the copyrights, trademarks and trade names including the trade name Bill Lawrence and Lawrence Products, and any derivation thereof, previously owned by Willi L. Stich to Degalim, Inc.

REQUEST NO. 12.:

Admit that prior to the sale, Willi L. Stich knew about the proposed sale of all of the copyrights, trademarks and trade names including the trade name Bill Lawrence and Lawrence Products, and any derivation thereof, previously owned by Willi L. Stich to Degalim, Inc.

REQUEST NO. 13.:

Admit that prior to the sale, the board of directors of Lawrence Sound Research, Inc. ratified the sale of all of the copyrights, trademarks and trade names including the trade name Bill Lawrence and Lawrence Products, and any derivation thereof, previously owned by Lawrence Sound Research, Inc. to Degalim, Inc.

REQUEST NO. 14.:

Admit that prior to the sale, the board of directors of Lawrence Sound Research, Inc. ratified the sale of all of the copyrights, trademarks and trade names including the trade name Bill Lawrence and Lawrence Products, and any derivation thereof, previously owned by Willi L. Stich to Degalim, Inc.

REQUEST NO. 15.:

Admit that Willi L. Stich personally guaranteed certain promissory notes dated June 25, 1984 executed by Degalim, Inc. to Third National Bank in Nashville, Tennessee.

REQUEST NO. 16.:

Admit that in or about March 1985, Degalim, Inc. and Third National Bank in Nashville, Tennessee assigned to Jzchak Wajcman their interest in all of the copyrights, trademarks and trade names including the trade name Bill Lawrence and Lawrence Products, and any derivation thereof, previously owned by Lawrence Sound Research, Inc.

REQUEST NO. 17.:

Admit that in or about March 1985, Degalim, Inc. and Third National Bank in Nashville, Tennessee assigned to Jzchak Wajcman their interest in all of the copyrights, trademarks and trade names including the trade name Bill Lawrence and Lawrence Products, and any derivation thereof, previously owned by Willi L. Stich.

REQUEST NO. 18.:

Admit that since March 1985, Jzchak Wajcman has been the owner of all of the copyrights, trademarks and trade names including the trade name Bill Lawrence and Lawrence Products, and any derivation thereof, previously owned by Lawrence Sound Research, Inc.

REQUEST NO. 19.:

Admit that since March 1985, Jzchak Wajcman has been the owner of all of the copyrights, trademarks and trade names including the trade name Bill Lawrence and Lawrence Products, and any derivation thereof, previously owned by Willi L. Stich.

REQUEST NO. 20:

Admit that since April 1985, Jzchak Wajcman has been the owner of all of the copyrights, trademarks and trade names including the trade name Bill Lawrence and Lawrence Products, and any derivation thereof, previously owned by Lawrence Sound Research, Inc.

REQUEST NO.21:

Admit that since April 1985, Jzchak Wajcman has been the owner of all of the copyrights, trademarks and trade names including the trade name Bill Lawrence and Lawrence Products, and any derivation thereof, previously owned by Willi L. Stich.

REQUEST NO. 22:

Admit that on or about September 21, 1978, Willi L. Stich assigned the trade name "Bill Lawrence" to Lawrence Sound Research, Inc.

REQUEST NO. 23:

Admit that on or about June 21, 1984, Third National Bank in Nashville, Tennessee agreed that upon payment of \$195,000 plus interest by Degalim, Inc. to Third National Bank, all of Willi L. Stich's obligations to Third National Bank were deemed satisfied and paid in full.

REQUEST NO. 24:

Admit that on or about June 23, 1982, Willi L. Stich and Jzchak N. Wajcman agreed that they and they alone own the trademark "Bill Lawrence" on an equal basis.

REQUEST NO. 25:

Admit that on the date Willi L. Stich filed his trademark application Serial No. 75490657, Jzchak Wajcman was selling guitar pickups under the brand name "Bill Lawrence" to music stores in the United States of America.

REQUEST NO. 26:

Admit that on the date Willi L. Stich filed his trademark application Serial No. 75490657, the trade name "Bill Lawrence" was printed on the packaging of Bill Lawrence pickups sold by music stores in the United States made by someone else other than Willi L. Stich.

REQUEST NO. 27:

Admit that on the date Willi L. Stich filed his trademark application Serial No. 75490657, music stores in the United States were selling the L-500 pickup models with the imprinted name "Bill Lawrence USA" on the plastic housing.

REQUEST NO. 28:

Admit that on the date Willi L. Stich filed his trademark application Serial No. 75490657, Steward McDonald was selling the L-500 pickups with the imprinted name "Bill Lawrence USA" on the plastic housing.

REQUEST NO. 29:

Admit that in or about June 1984, Willi L. Stich personally owed Third National Bank in Nashville, Tennessee the approximate amount of \$361,000.

REQUEST NO. 30:

Admit that sale of all of the copyrights, trademarks and trade names including the trade name Bill Lawrence and Lawrence Products, and any derivation thereof, to Degalim, Inc. benefitted Willi L. Stich because after Degalim, Inc. paid the Third National Bank in Nashville, Tennessee, Willi L. Stich's debt to the bank in the approximate amount of \$361,000 was supposed to be discharged.

REQUEST NO. 31:

Admit that on the date Willi L. Stich filed his trademark application Serial No. 75490657, he

knew that Jzchak Wajcman was selling products under the "Bill Lawrence" mark but failed to disclose this information to the Trademark Office.

REQUEST NO. 32:

Admit that Willi L. Stich left the United States in 1984 and did not return to the United States until 1987.

REQUEST NO. 33:

Admit that on the date Willi L. Stich filed his trademark application Serial No. 75490657, he knew that Jzchak Wajcman was the legal owner of all right, title and interest in the trademark and trade name Bill Lawrence and any derivation thereof.

REQUEST NO. 34:

Admit that on the date Willi L. Stich filed his trademark application Serial No. 75490657, he knew that Jzchak Wajcman was the legal owner of all right, title and interest in the trademark and trade name Lawrence Products and any derivation thereof.

REQUEST NO. 35:

Admit that on or about June 25, 1984, Willi L. Stich induced the Third National Bank in Nashville, Tennessee to extend credit to Degalim, Inc. and he personally guaranteed certain promissory notes in the sum of \$100,000.

REQUEST NO. 36:

Admit that in or about June 1982, Willi L. Stich granted all right in the trade name "Bill Lawrence" to Third National Bank in Nashville, Tennessee.

REQUEST NO. 37:

Admit that on or about June 23, 1982, Willi L. Stich knew that "Bill Lawrence" was a trade name.

REQUEST NO. 38:

Admit that in or about September 1978, Willi L. Stich knew that "Bill Lawrence" was a trade name.

REQUEST NO. 39:

Admit that in or about February 1983, Willi L. Stich knew that all trade names and trademarks of Lawrence Sound Research, Inc. that used the name "Lawrence" in the music industry were held by The Third National Bank in Nashville, Tennessee under a collateral security agreement.

REQUEST NO. 40:

Admit that on or about April 30, 1982, Lawrence Sound Research, Inc. had deficit of \$212,339.

REQUEST NO. 41:

Admit that in or about April 1982, Lawrence Sound Research, Inc. had an estimated value of \$6,108.00.

REQUEST NO. 42:

Admit that the name "Bill Lawrence" was first used in 1976 by Lawrence Sound Research, Inc.

REQUEST NO. 43:

Admit Willi L. Stich has used his trademark registration no. 2,303,676 to sell guitar pickups.

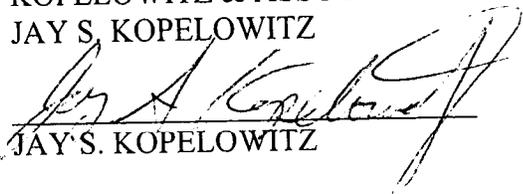
REQUEST NO. 44:

Admit Willi L. Stich has used his trademark registration no. 2,303,676 to sell guitars.

Dated: March 14, 2005

Respectfully submitted by:

KOPELOWITZ & ASSOCIATES
JAY S. KOPELOWITZ


JAY S. KOPELOWITZ

12702 Via Cortina, Suite 700
Del Mar, California 92014
Tel: 858/ 755-0095

Attorneys for Petitioner JZCHAK N. WAJCMAN
d/b/a BILL LAWRENCE PRODUCTS and BILL
LAWRENCE GUITAR PICKUPS

Opposition Name: *Wajcman v. Stich*
Court: Trademark Trials and Appeals Board
Cancellation No: 92043516

CERTIFICATE OF SERVICE

I am employed in the County of San Diego, State of California. I am over the age of 18 and am not a party to the within action; my business address is: 12702 Via Cortina, Suite 700, Del Mar, CA 92014.

On March 14, 2005, I caused the foregoing documents described as:

JZCHAK N. WAJCMAN'S FIRST SET OF REQUESTS FOR ADMISSIONS TO WILLI LORENZ STICH

to be served upon the interested parties in this action by placing

the original enclosed in a sealed envelope to the person listed with an on the attached service list.

a true copy thereof enclosed in a sealed envelope to:

Robert D. Atkins
Sean D. Johnson
QUARLES & BRADY STREICH LANG LLP
Renaissance One
Two North Central Avenue
Phoenix, Arizona 85004-2391

Counsel for Willi Lorenz Stich

VIA REGULAR MAIL by depositing such envelope fully prepaid with the United Parcel Service at Del Mar, California.

I certify under penalty of perjury under the laws of the State of California and the laws of the United States that the foregoing is true and correct.

Dated: March 14, 2005 at Del Mar, California.



Hedy Tiongco

Johnson, Sean D.

From: Johnson, Sean D.
Sent: Friday, April 15, 2005 5:53 PM
To: 'jay@jawlaw.com'
Cc: Atkins, Robert D.
Subject: Confirmation of Extension Request (Bill Lawrence TTAB Proceeding)

Dear Mr. Kopelowitz:

This e-mail is in confirmation to our telephone conversation earlier this week, in which you granted our client an extension until

Monday, May 16, 2005 to answer all pending discovery requests, in the Bill Lawrence TTAB cancellation proceeding, No. 92043516

Thank you for your courtesy, and have a nice weekend.

Sincerely,
Sean D. Johnson
Quarles & Brady Streich Lang
One Renaissance Square
Two North Central Avenue
Phoenix, Arizona 85004
602-230-5583
602-420-5085 (fax)

This communication may contain attorney/client privileged information. If you have received this communication in error, please delete it and contact the sender immediately.

1 right to rely upon any further information, facts and/or documents adduced or discovered upon
2 completion of its investigation and discovery.

3 2. The answers contained herein are made in a good faith effort to supply as much factual
4 information and as much specification of legal contentions and defenses as is presently know,
5 but are presented without prejudice to the Respondent in relation to further discovery, research,
6 and analysis. Respondent responds to these interrogatories based on its perceptions and
7 understandings of the nature and type of information requested and the legal nature of the
8 cancellation proceeding.

9 3. To the extent that any demand may be construed as calling for information subject to a
10 claim of privilege, including without limitation, the attorney-client privilege or the attorney
11 work-product doctrine, Respondent and its counsel hereby assert such privilege and object to
12 such interrogatory on that basis.

13 4. To the extent that any demand may be construed as an infringement of the trade secrets of
14 the Respondent, including without limitation, the MARK-IN-ISSUE, Respondent hereby asserts
15 its rights to protect its trade secrets and objects to such interrogatory on that basis.

16 5. Petitioner has the burden of going forward with his own evidence to challenge the
17 Respondent's federal registration of the MARK-IN-ISSUE, and therefore the Petitioner must
18 present facts in its motion for cancellation. To the extent that the Petitioner has failed to produce
19 facts and as a substitute asks the Respondent to produce facts, the Respondent hereby objects to
20 such interrogatory on that basis as premature.

21 6. In setting forth its responses, the Respondent does not waive in whole or in part the
22 attorney-client privilege, work-product doctrine, or any rights or privacy or confidentiality,
23 including but not limited to trade secrets and trade dress, provided for by law with respect to any
24 and all matters. In responding to these Interrogatories, the Respondent will not undertake to
25

1 provide information that is protected by applicable privileges, nor any information before the
2 Petitioner has met its burden of proof.

3 Interrogatory No. 1:

4 Gregory Richardson, 3890 11th St., Suite 210, (951) 680-9388, attorney.

5 Interrogatory No. 2:

6 Respondent objects to this interrogatory because information regarding the products and
7 services sold by Respondent using the MARK-IN-ISSUE are not relevant to any claim or
8 defense in the cancellation proceeding, nor is the question reasonably calculated to lead to the
9 discovery of admissible or relevant evidence. Respondent also objects to this Interrogatory
10 because it is vague, premature, overly broad and burdensome and is compound.

11 Without waiving the above objections, the Respondent replies: see relevant files at the
12 United State Patent and Trade Mark Office for the prosecution history and documents from the
13 website of the Respondent (billlawrence.com).

14 Interrogatory No. 3:

15 Respondent objects to this interrogatory because information regarding who participated
16 in the creation of the MARK-IN-ISSUE is not relevant to any claim or defense in the
17 cancellation proceeding, nor is the question reasonably calculated to lead to the discovery of
18 admissible or relevant evidence. Respondent also objects to this interrogatory because it is
19 vague, premature, overly broad and burdensome and is compound. This Interrogatory also
20 infringes on the trade secret rights of Respondent. Respondent incorporates each and every
21 objection made to the Requests for Admission here.

22 Without waiving the above objections, the Respondent replies: see relevant files at the
23 United State Patent and Trade Mark Office for the prosecution history and documents from the
24 website of the Respondent (billlawrence.com).

25 Interrogatory No. 4:

1 No.

2 Interrogatory No. 5:

3 Without waiving the above objections, the Respondent replies: For each of the Requests
4 for Admission to which the Respondent objected, the Respondent has no documents and/or
5 insufficient facts to respond in a manner to overcome the stated objections.

6 Respondent objects to this interrogatory because the information sought by the
7 interrogatory is not relevant to any claim or defense in the cancellation proceeding, nor are the
8 requests for admission reasonably calculated to lead to the discovery of admissible or relevant
9 evidence. Respondent also objects to this interrogatory because it is vague, premature, overly
10 broad and burdensome and is compound. This Interrogatory also infringes on the trade secret
11 rights of Respondent and the attorney-client and attorney work-product doctrines.

12 Without waiving the above objections, the Respondent replies: see relevant files at the
13 United State Patent and Trade Mark Office for the prosecution history and documents from the
14 website of the Respondent (billlawrence.com).

15 Interrogatory No. 6:

16 Respondent objects to this interrogatory because the manner in which the Respondent
17 selected the MARK-IN-ISSUE and the involved individuals are not relevant to any claim or
18 defense in the cancellation proceeding, nor is the Interrogatory reasonably calculated to lead to
19 the discovery of admissible or relevant evidence. Respondent also objects to this interrogatory
20 because it is vague, premature, overly broad and burdensome and is compound. This
21 Interrogatory also infringes on the trade secret rights of Respondent.

22 Without waiving the above objections, the Respondent replies: see relevant files at the
23 United State Patent and Trade Mark Office for the prosecution history and documents from the
24 website of the Respondent (billlawrence.com).

25 Interrogatory No. 7:

1 Respondent objects to this interrogatory because the selection and prosecution of the
2 MARK-IN-ISSUE and the involved individuals are not relevant to any claim or defense in the
3 cancellation proceeding, nor is the Interrogatory reasonably calculated to lead to the discovery of
4 admissible or relevant evidence. Respondent also objects to this interrogatory because it is
5 premature, overly broad and burdensome and is compound. This Interrogatory also infringes on
6 the trade secret rights of Respondent and the attorney-client privilege.

7 Without waiving the above objections, the Respondent replies: see relevant files at the
8 United State Patent and Trade Mark Office for the prosecution history and documents from the
9 website of the Respondent (billlawrence.com).

10 Interrogatory No. 8:

11 Respondent objects to this interrogatory because the goods and services that the
12 Respondent currently identifies with the MARK-IN-ISSUE are not relevant to any claim or
13 defense in the cancellation proceeding, nor is the Interrogatory reasonably calculated to lead to
14 the discovery of admissible or relevant evidence. Respondent also objects to this interrogatory
15 because it is premature, overly broad and burdensome and is compound. This Interrogatory also
16 infringes on the trade secret rights of Respondent.

17 Without waiving the above objections, the Respondent replies: see relevant files at the
18 United State Patent and Trade Mark Office for the prosecution history and documents from the
19 website of the Respondent (billlawrence.com).

20 Interrogatory No. 9:

21 Respondent objects to this interrogatory because discontinued goods and services that the
22 Respondent identifies with the MARK-IN-ISSUE are not relevant to any claim or defense in the
23 cancellation proceeding, nor is the Interrogatory reasonably calculated to lead to the discovery of
24 admissible or relevant evidence. Respondent also objects to this interrogatory because it is
25

1 premature, overly broad and burdensome and is compound. This Interrogatory also infringes on
2 the trade secret rights of Respondent.

3 Without waiving the above objections, the Respondent replies: see relevant files at the
4 United State Patent and Trade Mark Office for the prosecution history and documents from the
5 website of the Respondent (billlawrence.com).

6 Interrogatory No. 10:

7 Respondent objects to this interrogatory because distribution by a third party of goods or
8 services identified with the MARK-IN-ISSUE are not relevant to any claim or defense in the
9 cancellation proceeding, nor is the Interrogatory reasonably calculated to lead to the discovery of
10 admissible or relevant evidence. Respondent also objects to this interrogatory because it is
11 premature, overly broad and burdensome and is compound. This Interrogatory also infringes on
12 the trade secret rights of Respondent.

13 Interrogatory No. 11:

14 Respondent objects to this interrogatory because publication used to promote and
15 advertise goods and services associated with the MARK-IN-ISSUE are not relevant to any claim
16 or defense in the cancellation proceeding, nor is the Interrogatory reasonably calculated to lead
17 to the discovery of admissible or relevant evidence. Respondent also objects to this interrogatory
18 because it is premature, overly broad and burdensome and is compound. This Interrogatory also
19 infringes on the trade secret rights of Respondent.

20 Without waiving the above objections, the Respondent replies: see relevant files at the
21 United State Patent and Trade Mark Office for the prosecution history and documents from the
22 website of the Respondent (billlawrence.com).

23 Interrogatory No. 12:

24 Respondent objects to this interrogatory because the gross income of the goods and
25 services associated with the MARK-IN-ISSUE are not relevant to any claim or defense in the

1 cancellation proceeding, nor is the Interrogatory reasonably calculated to lead to the discovery of
2 admissible or relevant evidence. Respondent also objects to this interrogatory because it is
3 premature, overly broad and burdensome and is compound. This Interrogatory also infringes on
4 the trade secret rights of Respondent.

5 Interrogatory No. 13:

6 Respondent objects to this interrogatory because the advertising and promotion of goods
7 and services under the MARK-IN-ISSUE are not relevant to any claim or defense in the
8 cancellation proceeding, nor is the Interrogatory reasonably calculated to lead to the discovery of
9 admissible or relevant evidence. Respondent also objects to this interrogatory because it is
10 premature, overly broad and burdensome and is compound. This Interrogatory also infringes on
11 the trade secret rights of Respondent.

12 Without waiving the above objections, the Respondent replies: see relevant files at the
13 United State Patent and Trade Mark Office for the prosecution history and documents from the
14 website of the Respondent (billlawrence.com).

15 Interrogatory No. 14:

16 Respondent objects to this interrogatory because the dollar amount spent annually on
17 advertising and promoting goods and services under the MARK-IN-ISSUE are not relevant to
18 any claim or defense in the cancellation proceeding, nor is the Interrogatory reasonably
19 calculated to lead to the discovery of admissible or relevant evidence. Respondent also objects
20 to this interrogatory because it is premature, overly broad and burdensome and is compound.
21 This Interrogatory also infringes on the trade secret rights of Respondent.

22 Without waiving the above objections, the Respondent replies: see relevant files at the
23 United State Patent and Trade Mark Office for the prosecution history and documents from the
24 website of the Respondent (billlawrence.com), some of which are attached to the extent practical.

25 Interrogatory No. 15:

1 This Interrogatory is premature, and discovery is continuing. Respondent reserves the
2 right to amend this answer.

3 Without waiving the above objections, the Respondent replies: see relevant files at the
4 United State Patent and Trade Mark Office for the prosecution history and documents from the
5 website of the Respondent (billlawrence.com).

6 Interrogatory No. 16:

7 This Interrogatory is premature, and discovery is continuing. Respondent reserves the
8 right to amend this answer.

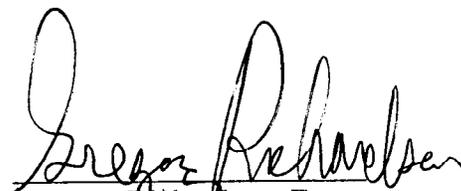
9 Without waiving the above objections, the Respondent replies: see relevant files at the
10 United State Patent and Trade Mark Office for the prosecution history and documents from the
11 website of the Respondent (billlawrence.com).

12 Interrogatory No. 17:

13 This Interrogatory is premature, and discovery is continuing. Respondent reserves the
14 right to amend this answer.

15 Without waiving the above objections, the Respondent replies: see relevant files at the
16 United State Patent and Trade Mark Office for the prosecution history and documents from the
17 website of the Respondent (billlawrence.com).

18 Dated: May 16, 2005

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20 Gregory Richardson, Esq.
21 Attorney for Bill Lawrence
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CERTIFICATE OF SERVICE

I hereby certify that a copy of Respondent's Response to First Set of Interrogatories on the following attorney of record for Petitioner, by depositing same with the United States Postal Service on this 16th day of May, 2005, addressed as follows:

Jay S. Kopelowitz
Kopelowitz & Associates
12702 Via Cortina, Suite 700
Del Mar, California 92014
Attorney for Petitioner



Gregory Richardson

1 right to rely upon any further information, facts and/or documents adduced or discovered upon
2 completion of its investigation and discovery.

3 2. The answers contained herein are made in a good faith effort to supply as much factual
4 information and as much specification of legal contentions and defenses as is presently know,
5 but are presented without prejudice to the Respondent in relation to further discovery, research,
6 and analysis. Respondent responds to these requests for documents based on its perceptions and
7 understandings of the nature and type of information requested and the legal nature of the
8 cancellation proceeding.

9 3. To the extent that any demand may be construed as calling for information subject to a
10 claim of privilege, including without limitation, the attorney-client privilege or the attorney
11 work-product doctrine, Respondent and its counsel hereby assert such privilege and object to
12 such interrogatory on that basis.

13 4. To the extent that any demand may be construed as an infringement of the trade secrets of
14 the Respondent, including without limitation, the MARK-IN-ISSUE, Respondent hereby asserts
15 its rights to protect its trade secrets and objects to such interrogatory on that basis.

16 5. Petitioner has the burden of going forward with his own evidence to challenge the
17 Respondent's federal registration of the MARK-IN-ISSUE, and therefore the Petitioner must
18 present facts in its motion for cancellation. To the extent that the Petitioner has failed to produce
19 facts and as a substitute asks the Respondent to produce facts, the Respondent hereby objects to
20 such interrogatory on that basis as premature.

21 6. In setting forth its responses, the Respondent does not waive in whole or in part the
22 attorney-client privilege, work-product doctrine, or any rights or privacy or confidentiality,
23 including but not limited to trade secrets and trade dress, provided for by law with respect to any
24 and all matters. In responding to these requests for documents, the Respondent will not
25

1 undertake to provide information that is protected by applicable privileges, nor any information
2 before the Petitioner has met its burden of proof.

3 Request No. 1:

4 Respondent objects to this request because the creation of the MARK-IN-ISSUE is not
5 relevant to any claim or defense in the cancellation proceeding, nor is the request for the sought
6 after documents reasonably calculated to lead to the discovery of admissible or relevant
7 evidence. Respondent also objects to this request because it is overly broad and burdensome and
8 is compound.

9 Without waiving the above objections, the Respondent replies: see relevant files at the
10 United State Patent and Trade Mark Office for the prosecution history and documents from the
11 website of the Respondent (billlawrence.com).

12 Request No. 2:

13 Respondent objects to this request because the first use of the MARK-IN-ISSUE is not
14 relevant to any claim or defense in the cancellation proceeding, nor is the request for the sought
15 after documents reasonably calculated to lead to the discovery of admissible or relevant
16 evidence. Respondent also objects to this request because it is overly broad and burdensome and
17 is compound.

18 Without waiving the above objections, the Respondent replies: see relevant files at the
19 United State Patent and Trade Mark Office for the prosecution history and documents from the
20 website of the Respondent (billlawrence.com).

21 Request No. 3:

22 Respondent objects to this request because the creation of the MARK-IN-ISSUE is not
23 relevant to any claim or defense in the cancellation proceeding, nor is the request for the sought
24 after documents reasonably calculated to lead to the discovery of admissible or relevant
25

1 evidence. Respondent also objects to this request because it is overly broad and burdensome and
2 is compound and is duplicative. This request also violates the Respondent's trade secrets.

3 Without waiving the above objections, the Respondent replies: see relevant files at the
4 United State Patent and Trade Mark Office for the prosecution history and documents from the
5 website of the Respondent (billlawrence.com).

6 Request No. 4:

7 Respondent objects to this request because the documents related to the registration of the
8 MARK-IN-ISSUE are not relevant to any claim or defense in the cancellation proceeding, nor is
9 the request for the sought after documents reasonably calculated to lead to the discovery of
10 admissible or relevant evidence. Respondent also objects to this request because it is overly
11 broad and burdensome and is compound and is duplicative. This request also violates the
12 Respondent's trade secrets and attorney-client privilege.

13 Without waiving the above objections, the Respondent replies: see relevant files at the
14 United State Patent and Trade Mark Office for the prosecution history and documents from the
15 website of the Respondent (billlawrence.com).

16 Request No. 5:

17 Respondent objects to this request because it is unclear and ambiguous. Furthermore, the
18 documents related to the origin of the MARK-IN-ISSUE are not relevant to any claim or defense
19 in the cancellation proceeding, nor is the request for the sought after documents reasonably
20 calculated to lead to the discovery of admissible or relevant evidence. Respondent also objects
21 to this request because it is overly broad and burdensome and is compound. This request also
22 violates the Respondent's trade secrets and attorney-client privilege, in addition to calling for a
23 legal conclusion.

1 Without waiving the above objections, the Respondent replies: see relevant files at the
2 United State Patent and Trade Mark Office for the prosecution history and documents from the
3 website of the Respondent (billlawrence.com).

4 Request No. 6:

5 Respondent objects to this request because the documents related to litigation against
6 STICH regarding the MARK-IN-ISSUE are not relevant to any claim or defense in the
7 cancellation proceeding, nor is the request for the sought after documents reasonably calculated
8 to lead to the discovery of admissible or relevant evidence. Respondent also objects to this
9 request because it is overly broad and burdensome and is compound and is duplicative. This
10 request also violates the Respondent's trade secrets and attorney-client privilege.

11 Without waiving the above objections, the Respondent replies: see relevant files at the
12 United State Patent and Trade Mark Office for the prosecution history and documents from the
13 website of the Respondent (billlawrence.com).

14 Request No. 7:

15 Respondent objects to this request because exemplars of advertisements containing the
16 MARK-IN-ISSUE are not relevant to any claim or defense in the cancellation proceeding, nor is
17 the request for exemplars reasonably calculated to lead to the discovery of admissible or relevant
18 evidence. This request also violates the Respondent's trade secrets.

19 Without waiving the above objections, the Respondent replies: see relevant files at the
20 United State Patent and Trade Mark Office for the prosecution history and documents from the
21 website of the Respondent (billlawrence.com).

22 Request No. 8:

23 Respondent objects to this request because exemplars of the MARK-IN-ISSUE are not
24 relevant to any claim or defense in the cancellation proceeding, nor is the request for the sought
25 after items reasonably calculated to lead to the discovery of admissible or relevant evidence.

1 Respondent also objects to this request because it is overly broad and burdensome and is
2 compound and is duplicative. This request also violates the Respondent's trade secrets and
3 attorney-client privilege.

4 Without waiving the above objections, the Respondent replies: see relevant files at the
5 United State Patent and Trade Mark Office for the prosecution history and documents from the
6 website of the Respondent (billlawrence.com).

7 Request No. 9:

8 Respondent objects to this request because summaries and discussions or marketing and
9 advertising expenditures with respect to the MARK-IN-ISSUE are not relevant to any claim or
10 defense in the cancellation proceeding, nor is the request for the sought after items reasonably
11 calculated to lead to the discovery of admissible or relevant evidence. Respondent also objects
12 to this request because it is overly broad and burdensome and is compound and is duplicative.
13 This request also violates the Respondent's trade secrets and attorney-client privilege.

14 Without waiving the above objections, the Respondent replies: see relevant files at the
15 United State Patent and Trade Mark Office for the prosecution history and documents from the
16 website of the Respondent (billlawrence.com).

17 Request No. 10:

18 Respondent objects to this request because customer surveys with respect to the MARK-
19 IN-ISSUE are not relevant to any claim or defense in the cancellation proceeding, nor is the
20 request for the sought after items reasonably calculated to lead to the discovery of admissible or
21 relevant evidence. Respondent also objects to this request because it is overly broad and
22 burdensome and is compound and is duplicative. This request also violates the Respondent's
23 trade secrets and attorney-client privilege.

24 Request No. 11:

1 Respondent objects to this request because references to or discussions of the Petitioner
2 are not relevant to any claim or defense in the cancellation proceeding, nor is the request for the
3 sought after items reasonably calculated to lead to the discovery of admissible or relevant
4 evidence. Respondent also objects to this request because it is overly broad and burdensome and
5 is compound and is duplicative. This request also violates the Respondent's trade secrets and
6 attorney-client privilege.

7 Request No. 12:

8 Respondent objects to this request because evidence and reflections of ownership of the
9 MARK-IN-ISSUE are not relevant to any claim or defense in the cancellation proceeding, nor is
10 the request for the sought after items reasonably calculated to lead to the discovery of admissible
11 or relevant evidence. Respondent also objects to this request because it is overly broad and
12 burdensome and is compound and is duplicative. This request also violates the Respondent's
13 trade secrets and attorney-client privilege. Nonetheless, Respondent refers the Petitioner to
14 copies of the federal registration of the MARK-IN-ISSUE.

15 Without waiving the above objections, the Respondent replies: see relevant files at the
16 United State Patent and Trade Mark Office for the prosecution history and documents from the
17 website of the Respondent (billlawrence.com).

18 Request No. 13:

19 Respondent objects to this request because it is unclear and ambiguous. Respondent also
20 objects to this request because it is overly broad and burdensome and is compound and is
21 duplicative. This request also violates the Respondent's trade secrets and attorney-client
22 privilege.

23 Request No. 14:

24 Respondent objects to this request because the identity of other marks are not relevant to
25 any claim or defense in the cancellation proceeding, nor is the request for the sought after items

1 reasonably calculated to lead to the discovery of admissible or relevant evidence. Respondent
2 also objects to this request because it is overly broad and burdensome and is compound and is
3 duplicative. This request also violates the Respondent's trade secrets and attorney-client
4 privilege.

5 Without waiving the above objections, the Respondent replies: see relevant files at the
6 United State Patent and Trade Mark Office for the prosecution history and documents from the
7 website of the Respondent (billlawrence.com).

8 Request No. 15:

9 Respondent objects to this request because the identify of types of products and services
10 sold under the MARK-IN-ISSUE are not relevant to any claim or defense in the cancellation
11 proceeding, nor is the request for the sought after items reasonably calculated to lead to the
12 discovery of admissible or relevant evidence. Respondent also objects to this request because it
13 is overly broad and burdensome and is compound and is duplicative. This request also violates
14 the Respondent's trade secrets and attorney-client privilege.

15 Without waiving the above objections, the Respondent replies: see relevant files at the
16 United State Patent and Trade Mark Office for the prosecution history and documents from the
17 website of the Respondent (billlawrence.com).

18 Request No. 16:

19 Respondent objects to this request because examples of how the Respondent uses the
20 MARK-IN-ISSUE are not relevant to any claim or defense in the cancellation proceeding, nor is
21 the request for the sought after items reasonably calculated to lead to the discovery of admissible
22 or relevant evidence. Respondent also objects to this request because it is overly broad and
23 burdensome and is compound and is duplicative. This request also violates the Respondent's
24 trade secrets and attorney-client privilege.

1 Without waiving the above objections, the Respondent replies: see relevant files at the
2 United State Patent and Trade Mark Office for the prosecution history and documents from the
3 website of the Respondent (billlawrence.com).

4 Request No. 17:

5 Respondent objects to this request because it is overly broad and burdensome and is
6 compound and is duplicative. This request also violates the Respondent's trade secrets and
7 attorney-client privilege.

8 Request No. 18:

9 Respondent objects to this request because it is overly broad and burdensome and is
10 compound and is duplicative. This request also violates the Respondent's trade secrets and
11 attorney-client privilege.

12 Request No. 19:

13 Respondent objects to this request because searches performed in conjunction with the
14 selection of the MARK-IN-ISSUE are not relevant to any claim or defense in the cancellation
15 proceeding, nor is the request for the sought after items reasonably calculated to lead to the
16 discovery of admissible or relevant evidence. Respondent also objects to this request because it
17 is overly broad and burdensome and is compound and is duplicative. This request also violates
18 the Respondent's trade secrets and attorney-client privilege.

19 Without waiving the above objections, the Respondent replies: see relevant files at the
20 United State Patent and Trade Mark Office for the prosecution history and documents from the
21 website of the Respondent (billlawrence.com).

22 Request No. 20:

23 Respondent objects to this request because the Respondent's decision to select the
24 MARK-IN-ISSUE is not relevant to any claim or defense in the cancellation proceeding, nor is
25 the request for the sought after items reasonably calculated to lead to the discovery of admissible

1 or relevant evidence. Respondent also objects to this request because it is overly broad and
2 burdensome and is compound and is duplicative. This request also violates the Respondent's
3 trade secrets and attorney-client privilege.

4 Without waiving the above objections, the Respondent replies: see relevant files at the
5 United State Patent and Trade Mark Office for the prosecution history and documents from the
6 website of the Respondent (billlawrence.com).

7 Request No. 21:

8 Respondent objects to this request because advertisements for products and services
9 under the MARK-IN-ISSUE are not relevant to any claim or defense in the cancellation
10 proceeding, nor is the request for the sought after items reasonably calculated to lead to the
11 discovery of admissible or relevant evidence. Respondent also objects to this request because it
12 is overly broad and burdensome and is compound and is duplicative. This request also violates
13 the Respondent's trade secrets and attorney-client privilege.

14 Without waiving the above objections, the Respondent replies: see relevant files at the
15 United State Patent and Trade Mark Office for the prosecution history and documents from the
16 website of the Respondent (billlawrence.com).

17 Request No. 22:

18 Respondent objects to this request because market surveys and other research are not
19 relevant to any claim or defense in the cancellation proceeding, nor is the request for the sought
20 after items reasonably calculated to lead to the discovery of admissible or relevant evidence.
21 Respondent also objects to this request because it is overly broad and burdensome and is
22 compound and is duplicative. This request also violates the Respondent's trade secrets and
23 attorney-client privilege.

24 Request No. 23:
25

1 Respondent objects to this request because letters from the Respondent to the trade to
2 solicit sales are not relevant to any claim or defense in the cancellation proceeding, nor is the
3 request for the sought after items reasonably calculated to lead to the discovery of admissible or
4 relevant evidence. Respondent also objects to this request because it is overly broad and
5 burdensome and is compound and is duplicative. This request also violates the Respondent's
6 trade secrets and attorney-client privilege.

7 Request No. 24:

8 Respondent objects to this request because documents in the possession of the
9 Respondent are not relevant to any claim or defense in the cancellation proceeding, nor is the
10 request for the sought after items reasonably calculated to lead to the discovery of admissible or
11 relevant evidence. Respondent also objects to this request because it is overly broad and
12 burdensome and is compound and is duplicative. This request also violates the Respondent's
13 trade secrets and attorney-client privilege.

14 Without waiving the above objections, the Respondent replies: see relevant files at the
15 United State Patent and Trade Mark Office for the prosecution history and documents from the
16 website of the Respondent (billlawrence.com).

17 Request No. 25:

18 Respondent objects to this request because contracts and written agreements entered into
19 by the Respondent are not relevant to any claim or defense in the cancellation proceeding, nor is
20 the request for the sought after items reasonably calculated to lead to the discovery of admissible
21 or relevant evidence. Respondent also objects to this request because it is overly broad and
22 burdensome and is compound and is duplicative. This request also violates the Respondent's
23 trade secrets and attorney-client privilege.

24 Request No. 26:

1 Respondent objects to this request because the promotion by the Respondent of goods
2 and services identified with the MARK-IN-ISSUE are not relevant to any claim or defense in the
3 cancellation proceeding, nor is the request for the sought after items reasonably calculated to
4 lead to the discovery of admissible or relevant evidence. Respondent also objects to this request
5 because it is overly broad and burdensome and is compound and is duplicative. This request also
6 violates the Respondent's trade secrets and attorney-client privilege.

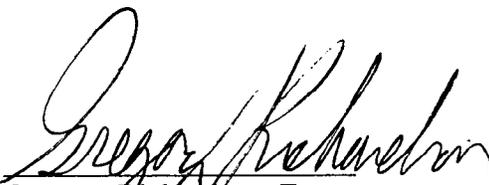
7 Without waiving the above objections, the Respondent replies: see relevant files at the
8 United State Patent and Trade Mark Office for the prosecution history and documents from the
9 website of the Respondent (billlawrence.com).

10 Request No. 27:

11 Respondent objects to this request because it is premature. In addition, not all requested
12 items are relevant to any claim or defense in the cancellation proceeding, nor is the request for
13 the sought after items reasonably calculated to lead to the discovery of admissible or relevant
14 evidence. Respondent also objects to this request because it is overly broad and burdensome and
15 is compound and is duplicative. This request also violates the Respondent's trade secrets and
16 attorney-client privilege.

17 Without waiving the above objections, the Respondent replies: see relevant files at the
18 United State Patent and Trade Mark Office for the prosecution history and documents from the
19 website of the Respondent (billlawrence.com).

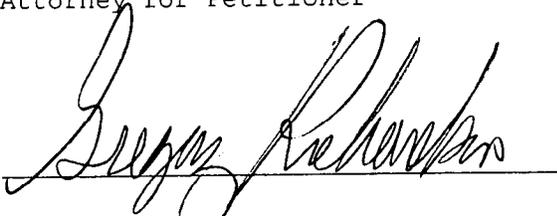
20 Dated: May 16, 2005

21 
22 Gregory Richardson, Esq.
23 Attorney for Respondent
24
25

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that a copy of Respondent's Response to First Set of
3 Requests for Documents on the following attorney of record for Petitioner, by
4 depositing same with the United States Postal Service on this 16th day of May,
5 2005, addressed as follows:

6 Jay S. Kopelowitz
7 Kopelowitz & Associates
8 12702 Via Cortina, Suite 700
9 Del Mar, California 92014
10 Attorney for Petitioner

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Gregory Richardson

1 right to rely upon any further information, facts and/or documents adduced or discovered upon
2 completion of its investigation and discovery.

3 2. The answers contained herein are made in a good faith effort to supply as much factual
4 information and as much specification of legal contentions and defenses as is presently know,
5 but are presented without prejudice to the Respondent in relation to further discovery, research,
6 and analysis. Respondent responds to these responses based on its perceptions and
7 understandings of the nature and type of information requested and the legal nature of the
8 cancellation proceeding.

9 3. To the extent that any demand may be construed as calling for information subject to a
10 claim of privilege, including without limitation, the attorney-client privilege or the attorney
11 work-product doctrine, Respondent and its counsel hereby assert such privilege and object to
12 such interrogatory on that basis.

13 4. To the extent that any demand may be construed as an infringement of the trade secrets of
14 the Respondent, including without limitation, the MARK-IN-ISSUE, Respondent hereby asserts
15 its rights to protect its trade secrets and objects to such interrogatory on that basis.

16 5. Petitioner has the burden of going forward with his own evidence to challenge the
17 Respondent's federal registration of the MARK-IN-ISSUE, and therefore the Petitioner must
18 present facts in its motion for cancellation. To the extent that the Petitioner has failed to assert or
19 produce facts and as a substitute asks the Respondent to produce facts, the Respondent hereby
20 objects to such request for admission on that basis as premature.

21 6. In setting forth its responses, the Respondent does not waive in whole or in part the
22 attorney-client privilege, work-product doctrine, or any rights or privacy or confidentiality,
23 including but not limited to trade secrets and trade dress, provided for by law with respect to any
24 and all matters. In responding, the Respondent will not undertake to provide information that is
25

1 protected by applicable privileges, nor any information before the Petitioner has met its burden
2 of proof.

3 Request No. 1:

4 Respondent objects to this request because whether Respondent was indebted to Third
5 National Bank is not relevant to any claim or defense in the cancellation proceeding, nor is the
6 request for the admission of the stated fact reasonably calculated to lead to the discovery of
7 admissible or relevant evidence. Respondent also objects to this request because it is premature
8 and compound. Moreover, Respondent is not associated with the Third National Bank.

9 Request No. 2:

10 Respondent objects to this request because the amount that Respondent was indebted to
11 Third National Bank is not relevant to any claim or defense in the cancellation proceeding, nor is
12 the request for the admission of the stated fact reasonably calculated to lead to the discovery of
13 admissible or relevant evidence. Respondent also objects to this request because it is premature
14 and compound. Moreover, Respondent is not associated with the Third National Bank.

15 Request No. 3:

16 Respondent objects to this request because the amount that Respondent was indebted to
17 Third National Bank is not relevant to any claim or defense in the cancellation proceeding, nor is
18 the request for the admission of the stated fact reasonably calculated to lead to the discovery of
19 admissible or relevant evidence. Respondent also objects to this request because it is premature
20 and compound. In addition, this interrogatory is duplicative. Moreover, Respondent is not
21 associated with the Third National Bank.

22 Request No. 4:

23 Respondent objects to this request because whether the Third National Bank had a
24 security interest is not relevant to any claim or defense in the cancellation proceeding, nor is the
25 request for the admission of the stated fact reasonably calculated to lead to the discovery of

1 admissible or relevant evidence. Respondent also objects to this request because it is premature
2 and compound. In addition, this interrogatory is duplicative. Moreover, Respondent is not
3 associated with the Third National Bank.

4 Request No. 5:

5 Respondent objects to this request because whether the Third National Bank had a
6 security interest is not relevant to any claim or defense in the cancellation proceeding, nor is the
7 request for the admission of the stated fact reasonably calculated to lead to the discovery of
8 admissible or relevant evidence. Respondent also objects to this request because it is premature
9 and compound. In addition, this interrogatory is duplicative. Moreover, Respondent is not
10 associated with the Third National Bank.

11 Request No. 6:

12 Respondent objects to this request because whether the Third National Bank foreclosed
13 on its alleged security interests is not relevant to any claim or defense in the cancellation
14 proceeding, nor is the request for the admission of the stated fact reasonably calculated to lead to
15 the discovery of admissible or relevant evidence. Respondent also objects to this request
16 because it is premature and compound. In addition, this interrogatory is duplicative. Moreover,
17 Respondent is not associated with the Third National Bank.

18 Request No. 7:

19 Respondent objects to this request because whether the Third National Bank foreclosed
20 on it alleged security interests is not relevant to any claim or defense in the cancellation
21 proceeding, nor is the request for the admission of the stated fact reasonably calculated to lead to
22 the discovery of admissible or relevant evidence. Respondent also objects to this request
23 because it is premature and compound. In addition, this interrogatory is duplicative. Moreover,
24 Respondent is not associated with the Third National Bank.

25 Request No. 8:

1 Respondent objects to this request because whether the Third National Bank sold its
2 copyrights, trademarks and trade names is not relevant to any claim or defense in the cancellation
3 proceeding, nor is the request for the admission of the stated fact reasonably calculated to lead to
4 the discovery of admissible or relevant evidence. Respondent also objects to this request
5 because it is premature and compound. In addition, this interrogatory is duplicative and the
6 Respondent is not associated with Degalim, Inc. Moreover, Respondent is not associated with
7 the Third National Bank.

8 Request No. 9:

9 Respondent objects to this request because whether the Third National Bank sold its
10 copyrights, trademarks and trade names is not relevant to any claim or defense in the cancellation
11 proceeding, nor is the request for the admission of the stated fact reasonably calculated to lead to
12 the discovery of admissible or relevant evidence. Respondent also objects to this request
13 because it is premature and compound. In addition, this interrogatory is duplicative and the
14 Respondent is not associated with Degalim, Inc. or the Third National Bank.

15 Request No. 10:

16 Respondent objects to this request because whether the board of directors of Lawrence
17 Sound Research, Inc. knew about any proposed sale is not relevant to any claim or defense in the
18 cancellation proceeding, nor is the request for the admission of the stated fact reasonably
19 calculated to lead to the discovery of admissible or relevant evidence. Respondent also objects
20 to this request because it is premature and compound. In addition, this interrogatory is
21 duplicative and the Respondent is not associated with Degalim, Inc.

22 Request No. 11:

23 Respondent objects to this request because whether the board of directors of Lawrence
24 Sound Research, Inc. knew about any proposed sale is not relevant to any claim or defense in the
25 cancellation proceeding, nor is the request for the admission of the stated fact reasonably

1 calculated to lead to the discovery of admissible or relevant evidence. Respondent also objects
2 to this request because it is premature and compound. In addition, this interrogatory is
3 duplicative and the Respondent is not associated with Degalim, Inc.

4 Request No. 12:

5 Respondent objects to this request because whether the Respondent knew about any
6 proposed sale is not relevant to any claim or defense in the cancellation proceeding, nor is the
7 request for the admission of the stated fact reasonably calculated to lead to the discovery of
8 admissible or relevant evidence. This interrogatory is unclear, ambiguous, and assumes facts not
9 proven. Respondent also objects to this request because it is premature and compound. In
10 addition, this interrogatory is duplicative and the Respondent is not associated with Degalim, Inc.

11 Request No. 13:

12 Respondent objects to this request because whether the board of directors of Lawrence
13 Sound Research, Inc. ratified any sale is not relevant to any claim or defense in the cancellation
14 proceeding, nor is the request for the admission of the stated fact reasonably calculated to lead to
15 the discovery of admissible or relevant evidence. This interrogatory is unclear, ambiguous, and
16 assumes facts not proven. Respondent also objects to this request because it is premature and
17 compound. In addition, this interrogatory is duplicative and the Respondent is not associated
18 with Degalim, Inc.

19 Request No. 14:

20 Respondent objects to this request because whether the board of directors of Lawrence
21 Sound Research, Inc. ratified any sale is not relevant to any claim or defense in the cancellation
22 proceeding, nor is the request for the admission of the stated fact reasonably calculated to lead to
23 the discovery of admissible or relevant evidence. This interrogatory is unclear, ambiguous, and
24 assumes facts not proven. Respondent also objects to this request because it is premature and
25

1 compound. In addition, this interrogatory is duplicative and the Respondent is not associated
2 with Degalim, Inc.

3 Request No. 15:

4 Respondent objects to this request because whether the Respondent personally
5 guaranteed certain promissory notes is not relevant to any claim or defense in the cancellation
6 proceeding, nor is the request for the admission of the stated fact reasonably calculated to lead to
7 the discovery of admissible or relevant evidence. This interrogatory is unclear, ambiguous, and
8 assumes facts not proven. Respondent also objects to this request because it is premature and
9 compound. In addition, this interrogatory is duplicative and the Respondent is not associated
10 with Degalim, Inc.

11 Request No. 16:

12 Respondent objects to this request because whether Dagalim, Inc. and the Third National
13 Bank assigned their interests to the Petitioner is not relevant to any claim or defense in the
14 cancellation proceeding, nor is the request for the admission of the stated fact reasonably
15 calculated to lead to the discovery of admissible or relevant evidence. This interrogatory is
16 unclear, ambiguous, and assumes facts not proven. Respondent also objects to this request
17 because it is premature and compound. In addition, this interrogatory is duplicative and the
18 Respondent is not associated with Degalim, Inc. or the Third National Bank.

19 Request No. 17:

20 Respondent objects to this request because whether Dagalim, Inc. and the Third National
21 Bank assigned their interests to the Petitioner is not relevant to any claim or defense in the
22 cancellation proceeding, nor is the request for the admission of the stated fact reasonably
23 calculated to lead to the discovery of admissible or relevant evidence. This interrogatory is
24 overly broad, unclear, ambiguous, and assumes facts not proven. Respondent also objects to this
25

1 request because it is premature and compound. In addition, this interrogatory is duplicative and
2 the Respondent is not associated with Degalim, Inc. or the Third National Bank.

3 Request No. 18:

4 Respondent objects to this request because the Petitioner has not proven that he is the
5 owner of all the copyrights, trademarks and trade names cited. Moreover, whether or not the
6 Petitioner has been the owner is not relevant to any claim or defense in the cancellation
7 proceeding, nor is the request for the admission of the stated fact reasonably calculated to lead to
8 the discovery of admissible or relevant evidence. This interrogatory is overly broad, unclear,
9 ambiguous, and assumes facts not proven. Respondent also objects to this request because it is
10 premature and compound. In addition, this interrogatory is duplicative.

11 Request No. 19:

12 Respondent objects to this request because the Petitioner has not proven that he is the
13 owner of all the copyrights, trademarks and trade names cited. Moreover, whether or not the
14 Petitioner has been the owner is not relevant to any claim or defense in the cancellation
15 proceeding, nor is the request for the admission of the stated fact reasonably calculated to lead to
16 the discovery of admissible or relevant evidence. This interrogatory is overly broad, unclear,
17 ambiguous, and assumes facts not proven. Respondent also objects to this request because it is
18 premature and compound. In addition, this interrogatory is duplicative.

19 Request No. 20:

20 Respondent objects to this request because the whether or not the Petitioner has been the
21 owner is not relevant to any claim or defense in the cancellation proceeding, nor is the request
22 for the admission of the stated fact reasonably calculated to lead to the discovery of admissible or
23 relevant evidence. This interrogatory is overly broad, unclear, ambiguous, and assumes facts not
24 proven. Respondent also objects to this request because it is premature and compound. In
25 addition, this interrogatory is duplicative.

1 Request No. 21:

2 Respondent objects to this request because the whether or not the Petitioner has been the
3 owner is not relevant to any claim or defense in the cancellation proceeding, nor is the request
4 for the admission of the stated fact reasonably calculated to lead to the discovery of admissible or
5 relevant evidence. This interrogatory is unclear, ambiguous, and assumes facts not proven.
6 Respondent also objects to this request because it is premature and compound. In addition, this
7 interrogatory is duplicative.

8 Request No. 22:

9 Respondent objects to this request because the whether or not the Petitioner has been the
10 owner or was assigned the trade name cited is not relevant to any claim or defense in the
11 cancellation proceeding, nor is the request for the admission of the stated fact reasonably
12 calculated to lead to the discovery of admissible or relevant evidence. This interrogatory is
13 overly broad, unclear, ambiguous, and assumes facts not proven. Respondent also objects to this
14 request because it is premature and compound. In addition, this interrogatory is duplicative.

15 Request No. 23:

16 Respondent objects to this request because whether Dagalim, Inc. and the Third National
17 Bank agreed to the stated transaction is not relevant to any claim or defense in the cancellation
18 proceeding, nor is the request for the admission of the stated fact reasonably calculated to lead to
19 the discovery of admissible or relevant evidence. This interrogatory is overly broad, unclear,
20 ambiguous, and assumes facts not proven. Respondent also objects to this request because it is
21 premature and compound. In addition, this interrogatory is duplicative and the Respondent is not
22 associated with Degalim, Inc. or the Third National Bank.

23 Request No. 24:

24 Respondent objects to this request because whether or not the Petitioner through
25 agreement with the Respondent has been the owner or was assigned the trade name cited is not

1 relevant to any claim or defense in the cancellation proceeding, nor is the request for the
2 admission of the stated fact reasonably calculated to lead to the discovery of admissible or
3 relevant evidence. This interrogatory is overly broad, unclear, ambiguous, and assumes facts not
4 proven. Respondent also objects to this request because it is premature and compound. In
5 addition, this interrogatory is duplicative.

6 Request No. 25:

7 Respondent objects to this request because whether or not the Petitioner was selling
8 guitar pickups under the cited brand name is not relevant to any claim or defense in the
9 cancellation proceeding, nor is the request for the admission of the stated fact reasonably
10 calculated to lead to the discovery of admissible or relevant evidence. This interrogatory is
11 overly broad, unclear, ambiguous, and assumes facts not proven. Respondent also objects to this
12 request because it is premature and compound. In addition, this interrogatory is duplicative.

13 Request No. 26:

14 Respondent objects to this request because whether or not the Petitioner or anyone else
15 was selling guitar pickups under the cited brand name with or without packaging is not relevant
16 to any claim or defense in the cancellation proceeding, nor is the request for the admission of the
17 stated fact reasonably calculated to lead to the discovery of admissible or relevant evidence.
18 This interrogatory is overly broad, unclear, ambiguous, and assumes facts not proven.
19 Respondent also objects to this request because it is premature and compound. In addition, this
20 interrogatory is duplicative.

21 Request No. 27:

22 Respondent objects to this request because whether or not the Petitioner or anyone else
23 was selling guitar pickups under the cited brand name with or without packaging is not relevant
24 to any claim or defense in the cancellation proceeding, nor is the request for the admission of the
25 stated fact reasonably calculated to lead to the discovery of admissible or relevant evidence.

1 This interrogatory is overly broad, unclear, ambiguous, and assumes facts not proven.

2 Respondent also objects to this request because it is premature and compound. In addition, this
3 interrogatory is duplicative.

4 Request No. 27:

5 Respondent objects to this request because whether or not Steward McDonald or anyone
6 else was selling guitar pickups under the cited brand name with or without packaging is not
7 relevant to any claim or defense in the cancellation proceeding, nor is the request for the
8 admission of the stated fact reasonably calculated to lead to the discovery of admissible or
9 relevant evidence. This interrogatory is overly broad, unclear, ambiguous, and assumes facts not
10 proven. Respondent also objects to this request because it is premature and compound. In
11 addition, this interrogatory is duplicative.

12 Request No. 28:

13 Respondent objects to this request because whether or not the Petitioner owed anybody or
14 the Third National Bank is not relevant to any claim or defense in the cancellation proceeding,
15 nor is the request for the admission of the stated fact reasonably calculated to lead to the
16 discovery of admissible or relevant evidence. This interrogatory is overly broad, unclear,
17 ambiguous, and assumes facts not proven. Respondent also objects to this request because it is
18 premature and compound. In addition, this interrogatory is duplicative and the Respondent is not
19 associated with the Third National Bank.

20 Request No. 29:

21 Respondent objects to this request because whether or not the alleged debt existed
22 personally is not relevant to any claim or defense in the cancellation proceeding, nor is the
23 request for the admission of the stated fact reasonably calculated to lead to the discovery of
24 admissible or relevant evidence. This interrogatory is overly broad, unclear, ambiguous, and
25 assumes facts not proven. Respondent also objects to this request because it is premature and

1 compound. In addition, this interrogatory is duplicative and the Respondent is not associated
2 with the Third National Bank.

3 Request No. 30:

4 Respondent objects to this request because whether or not the alleged debt existed
5 personally or was discharged or supposed to be discharged is not relevant to any claim or defense
6 in the cancellation proceeding, nor is the request for the admission of the stated fact reasonably
7 calculated to lead to the discovery of admissible or relevant evidence. This interrogatory is
8 overly broad, unclear, ambiguous, and assumes facts not proven. Respondent also objects to this
9 request because it is premature and compound. In addition, this interrogatory is duplicative and
10 the Respondent is not associated with the Degalim, Inc. or the Third National Bank.

11 Request No. 31:

12 Respondent objects to this request because whether or not the Petitioner was selling the
13 stated products is not relevant to any claim or defense in the cancellation proceeding, nor is the
14 request for the admission of the stated fact reasonably calculated to lead to the discovery of
15 admissible or relevant evidence. This interrogatory is overly broad, unclear, ambiguous, and
16 assumes facts not proven. Respondent also objects to this request because it is premature and
17 compound. In addition, this interrogatory is duplicative and the Respondent is not associated
18 with the Trademark Office.

19 Request No. 32:

20 Respondent objects to this request because whether or not the Respondent was traveling
21 or living abroad at any time is not relevant to any claim or defense in the cancellation
22 proceeding, nor is the request for the admission of the stated fact reasonably calculated to lead to
23 the discovery of admissible or relevant evidence. This interrogatory is overly broad, unclear,
24 ambiguous, and assumes facts not proven. Respondent also objects to this request because it is
25 premature and compound.

1 Without waiving any objections, Respondent replies: The Respondent currently resides
2 in the United States, and may be contacted through counsel.

3 Request No. 33:

4 Respondent objects to this request because whether or not the Petitioner owned any
5 trademark at the stated time of the stated marks is not relevant to any claim or defense in the
6 cancellation proceeding, nor is the request for the admission of the stated fact reasonably
7 calculated to lead to the discovery of admissible or relevant evidence. This interrogatory is
8 overly broad, unclear, ambiguous, and assumes facts not proven. Respondent also objects to this
9 request because it is premature and compound.

10 Request No. 34:

11 Respondent objects to this request because it is not relevant to any claim or defense in the
12 cancellation proceeding, nor is the request for the admission of the stated fact reasonably
13 calculated to lead to the discovery of admissible or relevant evidence. This interrogatory is
14 overly broad, unclear, ambiguous, and assumes facts not proven. Respondent also objects to this
15 request because it is premature and compound and duplicative.

16 Request No. 35:

17 Respondent objects to this request because it is not relevant to any claim or defense in the
18 cancellation proceeding, nor is the request for the admission of the stated fact reasonably
19 calculated to lead to the discovery of admissible or relevant evidence. This interrogatory is
20 overly broad, unclear, ambiguous, and assumes facts not proven. Respondent also objects to this
21 request because it is premature and compound and duplicative.

22 Request No. 36:

23 Respondent objects to this request because it is not relevant to any claim or defense in the
24 cancellation proceeding, nor is the request for the admission of the stated fact reasonably
25 calculated to lead to the discovery of admissible or relevant evidence. This interrogatory is

1 overly broad, unclear, ambiguous, and assumes facts not proven. Respondent also objects to this
2 request because it is premature and compound and duplicative.

3 Request No. 37:

4 Respondent objects to this request because the specified knowledge of the Respondent is
5 not relevant to any claim or defense in the cancellation proceeding, nor is the request for the
6 admission of the stated fact reasonably calculated to lead to the discovery of admissible or
7 relevant evidence. This interrogatory is overly broad, unclear, ambiguous, and assumes facts not
8 proven. Respondent also objects to this request because it is premature and compound and
9 duplicative.

10 Request No. 38:

11 Respondent objects to this request because the specified knowledge of the Respondent is
12 not relevant to any claim or defense in the cancellation proceeding, nor is the request for the
13 admission of the stated fact reasonably calculated to lead to the discovery of admissible or
14 relevant evidence. This interrogatory is overly broad, unclear, ambiguous, and assumes facts not
15 proven. Respondent also objects to this request because it is premature and compound and
16 duplicative.

17 Request No. 39:

18 Respondent objects to this request because the specified knowledge of the Respondent is
19 not relevant to any claim or defense in the cancellation proceeding, nor is the request for the
20 admission of the stated fact reasonably calculated to lead to the discovery of admissible or
21 relevant evidence. This interrogatory is overly broad, unclear, ambiguous, and assumes facts not
22 proven. Respondent also objects to this request because it is premature and compound and
23 duplicative. Moreover, the Respondent is not associated with the Third National Bank.

24 Request No. 40:

1 Respondent objects to this request because it is not relevant to any claim or defense in the
2 cancellation proceeding, nor is the request for the admission of the stated fact reasonably
3 calculated to lead to the discovery of admissible or relevant evidence. This interrogatory is
4 overly broad, unclear, ambiguous, and assumes facts not proven. Respondent also objects to this
5 request because it is premature and compound and duplicative.

6 Request No. 41:

7 Respondent objects to this request because it is not relevant to any claim or defense in the
8 cancellation proceeding, nor is the request for the admission of the stated fact reasonably
9 calculated to lead to the discovery of admissible or relevant evidence. This interrogatory is
10 overly broad, unclear, ambiguous, and assumes facts not proven. Respondent also objects to this
11 request because it is premature and compound and duplicative.

12 Request No. 42:

13 Respondent objects to this request because it is not relevant to any claim or defense in the
14 cancellation proceeding, nor is the request for the admission of the stated fact reasonably
15 calculated to lead to the discovery of admissible or relevant evidence. This interrogatory is
16 overly broad, unclear, ambiguous, and assumes facts not proven. Respondent also objects to this
17 request because it is premature and compound and duplicative.

18 Request No. 43:

19 Respondent objects to this request because it is not relevant to any claim or defense in the
20 cancellation proceeding, nor is the request for the admission of the stated fact reasonably
21 calculated to lead to the discovery of admissible or relevant evidence. This interrogatory is
22 overly broad, unclear, ambiguous, and assumes facts not proven. Respondent also objects to this
23 request because it is premature and compound and duplicative.

24 Request No. 44:

1 Respondent objects to this request because it is not relevant to any claim or defense in the
2 cancellation proceeding, nor is the request for the admission of the stated fact reasonably
3 calculated to lead to the discovery of admissible or relevant evidence. This interrogatory is
4 overly broad, unclear, ambiguous, and assumes facts not proven. Respondent also objects to this
5 request because it is premature and compound and duplicative.

6 Dated: May 16, 2005

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8 Gregory Richardson, Esq.
9 Attorney for Respondent
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1 **CERTIFICATE OF SERVICE**

2 I hereby certify that a copy of Respondent's Response to First Set of
3 Requests for Admission on the following attorney of record for Petitioner, by
4 depositing same with the United States Postal Service on this 16th day of May,
5 2005, addressed as follows:

6 Jay S. Kopelowitz
7 Kopelowitz & Associates
8 12702 Via Cortina, Suite 700
9 Del Mar, California 92014
10 Attorney for Petitioner

11 _____
12 Gregory Richardson
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KOPELOWITZ & ASSOCIATES
ATTORNEYS

JAY S. KOPELOWITZ

E-MAIL: jay@jaylaw.com

12702 VIA CORTINA, SUITE 700
DEL MAR, CALIFORNIA 92014
TELEPHONE (858) 755-0095
FACSIMILE: (858) 755-0071

OUR FILE NO.: 2186

June 13, 2005

VIA REGULAR MAIL

Gregory Richardson
LAW OFFICES OF
GREGORY RICHARDSON, ESQ.
3890 11TH Street, Suite #210
Riverside, CA 92501

Re: Wajcman vs. Stich – Cancellation No.: 92043516

Dear Mr. Richardson:

This letter shall serve as a good faith effort to meet and confer as required by 37 CFR § 2.120(e) in regards to the discovery responses received from your office on or about May 16, 2005.

On March 14, 2005, Petitioner Wajcman propounded first sets of interrogations, requests for admissions and requests for documents to Respondent Stich. Although I am in receipt of Respondent Stich's responses to the aforementioned discovery which were dated May 16, 2005, the answers are in violation of the Federal Rules of Civil Procedure and the TBMP rules.

As an initial matter, an extension of time to answer Wajcman's discovery was granted to prior counsel Sean Johnson because Mr. Johnson represented that Mr. Stich needed more time to gather documents so that he could properly answer the discovery. Based on that representation, I granted a four week extension to answer the outstanding discovery. When I received Mr. Stich's responses, I was very surprised to find for the most part all objections and virtually no "answers" as promised in Mr. Johnson's email dated April 15, 2005 (See attached copy.) Clearly, the extension request was disingenuous and was merely a delay tactic.

Stich's Response to Interrogatories.

The responses are deficient for the following reasons:

1. Stich's response is in violation of TBMP § 405.04(b) which states in part: "The Board prefers that the responding party reproduce each interrogatory immediately preceding the answer or objection thereto." Mr. Stich has failed to set forth each interrogatory in full before each response.
2. F.R.C.P. Rule 33(b)(2) requires that: "[t]he answers are to be signed by the person making them, and the objections signed by the attorney making them." See also TBMP § 405.04(b). Mr.

EXHIBIT H

June 13, 2005

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Stich's answers were not accompanied by any verification under oath as required by the aforementioned rules.

3. F.R.C.P. Rule 33(b)(1) states: "[e]ach interrogatory shall be answered separately and fully in writing under oath" See also TBMP § 405.04(b). With the exception of Interrogatories Nos. 1 and 4 which were answered correctly, the vast majority of the interrogatories contain the same blurb of improper objections followed by the answer: "see relevant files at the United States Patent and Trademark Office for the prosecution history and documents from the website of the Respondent (billlawrence.com)." Specifically, see responses to Interrogatories: 2, 3, 5-9, 11, and 13-17.

In my opinion, all of these so-called answers are evasive and non-responsive to the interrogatories. By way of example, Interrogatory No. 2 illustrates a proper interrogatory for which we received an improper, non-responsive and evasive answer. That Interrogatory and Mr. Stich's response are as follows:

Interrogatory No. 2:

Identify ALL products AND services sold in the United States by STICH which use the MARK-IN-ISSUE by stating for EACH product OR service: (1) a description of such product OR service AND (2) dates such product OR service were sold OR offered for sale.

Stich's Response to Interrogatory No. 2:

Respondent objects to this interrogatory because information regarding the products and services sold by Respondent using the MARK-IN-ISSUE are not relevant to any claim or defense in the cancellation proceeding, nor is the question reasonably calculated to lead to the discovery of admissible or relevant evidence. Respondent also objects to this Interrogatory because it is vague, premature, overly broad and burdensome and is compound. Without waiving the above objections, the Respondent replies: see relevant files at the United States Patent and Trademark Office for the prosecution history and documents from the website of the Respondent (billlawrence.com).

This interrogatory is focused on the heart of the dispute as raised in Wajcman's Petition for Cancellation. See ¶¶ 5-14. How can the interrogatory not be relevant to the claims. Such an objection is ridiculous and a clear abuse of the discovery process. Moreover, the standard answer which Mr. Stich gave in response to the few interrogatories which he actually answered is meaningless, non-responsive and evasive. Mr. Stich has a duty to cooperate in the discovery process. (See TBMP § 408.01.) The question merely asks him to identify the goods and/or services which he sells under the mark BILL LAWRENCE and then to state dates that the good/services were sold. This is a reasonable request and should not be very burdensome at all on your client.

With respect to Interrogatory Nos. 10 and 12, Stich put forth a blurb of meaningless objections without any answer whatsoever. Please see TBMP § 414 for a list of discovery determinations related to the discoverability of various matters as the objections are clearly improper.

June 13, 2005

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With the exception of 1 and 4, supplemental answers to all of the interrogations without bogus objections are required.

Stich's Response to Requests for Admissions.

The responses are deficient for the following reasons:

1. Stich's response is in violation of TBMP § 405.04(b) which stated in part: "The Board prefers that the responding party reproduce each request immediately preceding the answer or objection thereto." Mr. Stich has failed to set forth each request in full before each response.
2. TBMP § 407.03(c) requires that the answers to requests for admission be signed either by the responding party or by its attorney. Mr. Stich's responses to Petitioner Wajcman's requests for admissions were not accompanied by any verification under oath by Mr. Stich. Additionally, the objections were unsigned as well in violation of the rules.
3. TBMP § 407.03(b) states: "Responses to requests for admission must be made in writing, and should include an answer or objection to each matter of which an admission is requested." Mr. Stich has objected to each and every one of the 44 requests for admission that were propounded. A quick review of the requests indicates that they are all proper requests seeking relevant information about the history of the mark and trade name BILL LAWRENCE. Clearly, the same blurb of objections put forth in response to each of the requests is improper and evasive and appears to be nothing more than a delay tactic.

Supplemental answers without bogus objections are required for each of the 44 requests for admission.

Stich's Response to Requests for Documents.

The responses to the document requests fall into one of two categories. The first is all objections. See responses to request nos.: 10-11, 13, 17, 18, 22, 23 and 25. The second is a blurb of improper objections followed by the answer: "see relevant files at the United States Patent and Trademark Office for the prosecution history and documents from the website of the Respondent (billlawrence.com)." Specifically, see responses to request nos.: 1-9, 12, 14-16, 19-21, 24, 26 and 27.

In my opinion, all of the responses (i.e. category 1 and 2) are improper, evasive and non-responsive to the requests for documents. Please see TBMP § 414 for a list of discovery determinations related to the discoverability of various matters.

Supplemental answers without bogus objections are required for each of the 27 requests for documents.

As I am sure you are aware, both you and your client have a duty to cooperate in the discovery process. See TBMP § 408.01. Moreover, your client likewise has a duty to thoroughly search his records for all information properly sought in Petitioner's discovery requests and to provide such

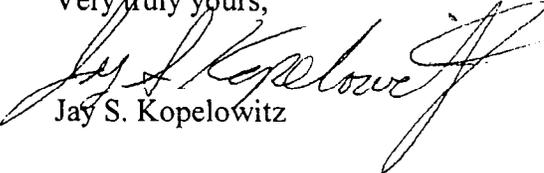
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information to Petitioner. See TBMP § 408.02. It would only take the TTAB a cursory review of the responses which Respondent has provided (after a four week extension granted in good faith) to determine that Respondent is not acting in good faith and is engaging in abusive discovery practices.

Consequently, if I do not receive proper supplemental responses by June 30, 2005, I will be forced to bring motions to compel before the TTAB. If such is required, I will seek all sanctions that may be available.

Very truly yours,



Jay S. Kopelowitz

PS – On or about May 24, 2005, I received a faxed letter from you apparently dated May 6th that came through the machine mostly illegible to read. The letter was not followed up by a hard copy via the postal service. Although I have called and left several voice mails for you to re-send the letter, I have yet to receive another copy. Is there a problem in re-sending the letter?

PSS – Although you have you have responded to discovery, propounded discovery, have filed other documents in this proceeding and I have been told verbally by Mr. Johnson that you have substituted in his place, I have never received a substitution of attorney from anyone. Moreover, the TTAB records still list Sean D. Johnson as the attorney of record for Mr. Stich. (See attached print-out). Please file and serve the proper documentation for a substitution.

cc: Sean D. Johnson
Quarles & Brady Streich Lang LLP
Two North Central Avenue
Renaissance One
Phoenix, AZ 85004-2391

Johnson, Sean D.

From: Johnson, Sean D.
Sent: Friday, April 15, 2005 5:53 PM
To: 'jay@jawlaw.com'
Cc: Atkins, Robert D.
Subject: Confirmation of Extension Request (Bill Lawrence TTAB Proceeding)

Dar Mr. Kopelowitz:

This e-mail is in confirmation to our telephone conversation earlier this week, in which you granted our client an extension until

Monday, May 16, 2005 to answer all pending discovery requests, in the Bill Lawrence TTAB cancellation proceeding, No. 92043516

Thank you for your courtesy, and have a nice weekend.

Sincerely,
Sean D. Johnson
Quarles & Brady Streich Lang
One Renaissance Square
Two North Central Avenue
Phoenix, Arizona 85004
602-230-5583
602-420-5085 (fax)

This communication may contain attorney/client privileged information. If you have received this communication in error, please delete it and contact the sender immediately.



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TTABVUE. Trademark Trial and Appeal Board Inquiry System

Cancellation

Number: 92043516

Filing Date: 06/28/2004

Status: Pending

Status Date: 12/29/2004

Interlocutory Attorney: PETER W. CATALDO

Defendant

Name: Stich, Willi Lorenz

Correspondence: SEAN D. JOHNSON

QUARLES & BRADY STREICH LANG LLP
TWO NORTH CENTRAL AVENUE, RENAISSANCE ONE
PHOENIX, AZ 85004-2391
becky@billlawrence.com

Serial #: 75490657

Registration #: 2303676

Application Status: Registered

Mark: BILL LAWRENCE

Plaintiff

Name: JZCHAK N. WAJCMAN d/b/a BILL LAWRENCE PRODUCTS

Correspondence: JAY S. KOPELOWITZ

KOPELOWITZ & ASSOCIATES
12702 VIA CORTINA, SUITE 700
DEL MAR, CA 92014

Mark: NO MARK CITED
