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

Proceeding	92045778
Party	Defendant GOOGLE INC. GOOGLE INC. Google 1600 Amphitheatre Parkway Building 41 Mountain View, CA 94043
Correspondence Address	GOOGLE INC. Google 1600 Amphitheatre Parkway Bldg 41 Mountain View, CA 94043 UNITED STATES
Submission	Other Motions/Papers
Filer's Name	Michael T. Zeller
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Signature	/Michael T. Zeller/
Date	01/04/2007
Attachments	Response to Opposition.pdf ( 53 pages )(1484229 bytes )

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

In the Matter of:

Registration No. 2806075  
For the Mark: GOOGLE  
Publication Date: December 4, 2001

Cancellation No. 92045778

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CENTRAL MFG. CO. (INC.),

*Petitioner,*

v.

GOOGLE INC.,

*Respondent.*

**REGISTRANT/RESPONDENT**  
**GOOGLE INC.'S RESPONSE TO**  
**NON-PARTY LEO STOLLER'S**  
**PURPORTED OPPOSITION TO**  
**AGREED DISMISSAL OF PETITION**  
**FOR CANCELLATION**

Commissioner of Trademarks  
P.O. Box 1451  
Arlington, Virginia 22313-1451

Respondent Google Inc. ("Registrant") respectfully submits this response to non-party Leo Stoller's alleged Opposition to the Agreed Dismissal of Petition for Cancellation. In support thereof, Registrant states as follows.

The lawful representative of Petitioner is Richard Fogel, acting as Trustee (the "Trustee") duly appointed by the United States Bankruptcy Court for the Northern District of Illinois. As the Board is aware, by Order dated October 5, 2006, the Bankruptcy Court authorized the Trustee "to act on behalf of" Petitioner (and other alleged entities) "in the capacity of sole shareholder."<sup>1</sup> On December 8, 2006, the Trustee and Registrant filed an Agreed Dismissal of Petition for Cancellation in this proceeding. The Agreed Dismissal of Petition for Cancellation was pursuant to a Settlement Agreement between the Trustee and Registrant that was approved by a December 5, 2006 Order of the United States Bankruptcy Court.<sup>2</sup>

Leo Stoller is not a party to this proceeding and is not the legal representative of Petitioner.<sup>3</sup> He nevertheless purports to oppose the Agreed Dismissal of Petition for Cancellation entered into by the Trustee and filed by the parties here. As a non-party, Stoller has no right to file anything in this proceeding. Indeed, both the United States Bankruptcy Court and this Board already have ruled that Stoller has no authority to represent Petitioner in TTAB. By Order dated November 29, 2006, the Board rejected a motion filed by Stoller that had challenged

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<sup>1</sup> A copy of the Bankruptcy Court's Order of October 5, 2006 was attached to the Agreed Dismissal of Petition for Cancellation.

<sup>2</sup> A complete copy of the Settlement Agreement between the Trustee (acting on behalf of Petitioner and another alleged corporate entity) and Registrant as executed by the Trustee is attached as Exhibit 1 to the Declaration of Michael T. Zeller, dated January 4, 2007 and filed concurrently herewith ("Zeller Dec."). A copy of the Bankruptcy Court's December 5, 2006 Order approving the Settlement Agreement is attached as Exhibit 2 to the Zeller Dec.

<sup>3</sup> As the Bankruptcy Court's Order of October 5, 2006 makes clear, Leo Stoller's representation to the Board in his present Opposition (at page 2) that he "is the sole shareholder" of Petitioner is unquestionably false and contrary to a binding Court Order.

an agreed-upon dismissal by the Trustee in *Central Mfg. Co. v. Pocekovic*. In that Order, the Board held: "The Board finds that Mr. Stoller is without authority to file papers in this proceeding, that the authority to act in this matter remains vested with the trustee and the proceeding remains dismissed and terminated."<sup>4</sup> Subsequently, by Order dated December 19, 2006, the Bankruptcy Court likewise rejected Stoller's request that he be allowed to represent himself or the alleged entities now in the control of the Trustee in proceedings before the Board.<sup>5</sup> Stoller accordingly lacks any right or standing to object in any manner to the Agreed Dismissal of Petition for Cancellation or to otherwise participate in this proceeding.

Stoller argues that the Trustee does not have authority to represent Petitioner and that he has supposedly appealed certain Orders of the Bankruptcy Court, including Orders relating to the Trustee. Those same arguments, however, were made by Stoller in *Pocekovic* and were rejected by the Board.<sup>6</sup> They also are the same arguments that Stoller made to the Bankruptcy Court in his motion seeking permission to represent Petitioner in TTAB and were rejected by the Bankruptcy Court pursuant to its December 19, 2006 Order.<sup>7</sup> These rulings that it is the Trustee -- and not Stoller -- who has authority to represent Petitioner in Board proceedings alone dispose of Stoller's contentions.

Moreover, any attempts by Stoller to argue that the Trustee lacks authority here or that Stoller's alleged appeals in the bankruptcy proceeding somehow put the Trustee's authority in

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<sup>4</sup> Zeller Dec., Exh. 3.

<sup>5</sup> *Id.*, Exh. 4.

<sup>6</sup> *Id.*, Exh. 3 (noting -- and rejecting -- Stoller's arguments that "Mr. Fogel is without authority to act on his behalf and further that Mr. Stoller has filed an appeal contesting Mr. Fogel's authority to act on his behalf and on the behalf of his companies.").

<sup>7</sup> *Id.*, Exh. 4; see also *id.*, Exh. 5 (excerpts from Stoller's Motion for Permission to Represent Himself and His Corporate Entities before the Trademark Trial and Appeal Board, which was denied pursuant to the December 19, 2006 Order of the Bankruptcy Court).

question are not within the jurisdiction of TTAB to entertain, but must be addressed to the Bankruptcy Court. The Trustee has plenary authority to enter into transactions, including the dismissal of spurious legal proceedings such as this one, pursuant to 11 U.S.C. § 363(c)(1).<sup>8</sup> Indeed, in this case, the Trustee has been vested by the Bankruptcy Court with authority to represent Petitioner and, specifically under the Bankruptcy Court's December 5, 2006 Order, to enter into the Settlement Agreement that resulted in the Agreed Dismissal of Petition for Cancellation here. The Federal Rules further explicitly mandate that any challenge to the Trustee's authority pending appeal must be made to the Bankruptcy Court and, after that, Courts with jurisdiction to review the Bankruptcy Court's decisions. Fed. R. Bank. P. 8005.<sup>9</sup> Plainly, the Board is not among these Courts, and no statute or rule allows for review of, or for collateral attacks to be made on, bankruptcy Orders in Board proceedings.

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<sup>8</sup> That statute provides: "If the business of the debtor is authorized to be operated under section 721, 1108, 1203, 1204, or 1304 of this title and unless the court orders otherwise, the trustee may enter into transactions, including the sale or lease of property of the estate, in the ordinary course of business, without notice or a hearing, and may use property of the estate in the ordinary course of business without notice or a hearing."

<sup>9</sup> Fed. R. Bank. P. 8005 states:

Stay Pending Appeal. . . A motion for a stay of the judgment, order or decree of a bankruptcy judge, for approval of a supersedeas bond, or for other relief pending appeal must ordinarily *be presented to the bankruptcy judge in the first instance*. Notwithstanding Rule 7062 but subject to the power of the district court and the bankruptcy appellate panel reserved hereinafter, the bankruptcy judge may suspend or order the continuation of other proceedings in the case under the Code or make any other appropriate order during the pendency of an appeal on such terms as will protect the rights of all parties in interest. A motion for such relief, or for modification or termination of relief granted by a bankruptcy judge, may be made to the district court or the bankruptcy appellate panel, but the motion shall show why the relief, modification, or termination was not obtained from the bankruptcy judge. The district court or the bankruptcy appellate panel may condition the relief it grants under this rule on the filing of a bond or other appropriate security with the bankruptcy court.

(Emphasis added.)

As the foregoing makes clear, there is no merit to Stoller's contention that the Agreed Dismissal of Petition for Cancellation somehow "[v]iolates" the Bankruptcy Court's December 5 Order. Since Stoller has no authority or standing to file papers in this proceeding or to challenge the Trustee's authority before the Board, the argument cannot even be considered here. In any event, far from "[v]iolat[ing]" the Bankruptcy Court's December 5 Order, the Trustee has been authorized by the Bankruptcy Court to act on Petitioner's behalf and the Bankruptcy Court's December 5, 2006 Order explicitly *approved* the Settlement Agreement that included entry of the Agreed Dismissal of Petition for Cancellation.<sup>10</sup>

The objections of non-party Leo Stoller should be rejected, and this proceeding should be deemed dismissed and terminated pursuant to the parties' Settlement Agreement approved by the Bankruptcy Court's Order of December 5, 2006.

Respectfully submitted,

Dated: January 4, 2007

By: s/Michael T. Zeller

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*Attorneys for Registrant/Respondent  
Google Inc.*

<sup>10</sup> Also false is Stoller's assertion that Petitioner's summary judgment motion in this proceeding is "unopposed." Not only has Registrant responded to that motion, but Registrant has moved to dismiss this proceeding based upon the Board's prior, binding factual findings in its July 14, 2006 Order that Petitioner's claims of rights to the GOOGLE mark were "baseless" and were made for the improper purpose of seeking to harass Registrant into paying Stoller money.

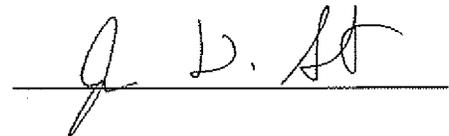
Proof of Service

I hereby certify that a true and complete copy of the foregoing Registrant/Respondent Google Inc.'s Response to Non-Party Leo Stoller's Purported Opposition to Agreed Dismissal of Petition of Cancellation has been served on Petitioner by mailing said copy on January 4, 2007, via First Class Mail, postage prepaid to:

Richard M. Fogel, not individually but as  
Chapter 7 Trustee for CENTRAL MFG. CO., (INC.)  
SHAW GUSSIS FISHMAN GLANTZ  
WOLFSON & TOWBIN LLC  
321 N. Clark Street, Suite 800  
Chicago, Illinois 60610

With courtesy copy to:

Leo Stoller  
7115 W. North Avenue #272  
Oak Park, Illinois 60302

A handwritten signature in black ink, appearing to read "L. Stoller", is written over a horizontal line.

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

In the Matter of:

Registration No. 2806075  
For the Mark: GOOGLE  
Publication Date: December 4, 2001

Cancellation No. 92045778

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CENTRAL MFG. CO. (INC.),

*Petitioner,*

v.

GOOGLE INC.,

*Respondent.*

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**DECLARATION OF MICHAEL T.  
ZELLER IN SUPPORT OF  
REGISTRANT/RESPONDENT'S  
RESPONSE TO NON-PARTY LEO  
STOLLER'S PURPORTED  
OPPOSITION TO AGREED  
DISMISSAL OF PETITION FOR  
CANCELLATION**

Commissioner of Trademarks  
P.O. Box 1451  
Arlington, Virginia 22313-1451

I, Michael T. Zeller, do hereby declare and state as follows:

1. I am a member of the State Bar of California, and am counsel for Google Inc. in these proceedings. I have personal knowledge of the facts stated herein and, if sworn as a witness, could and would testify competently thereto.
2. A true and correct copy of the Settlement Agreement executed by the Trustee for Petitioner in the bankruptcy proceeding *In re Leo Stoller*, Case No. 05 B 64075 (N.D. Ill.), and accompanying exhibits, are attached hereto as Exhibit 1.
3. A true and correct copy of the Court's December 5, 2006 Order in the bankruptcy proceeding *In re Leo Stoller*, Case No. 05 B 64075 (N.D. Ill.) is attached hereto as Exhibit 2.
4. A true and correct copy of the November 29, 2006 decision in *Central Mfg. Co v. Pocekovic*, Opposition No. 91164582, is attached hereto as Exhibit 3.
5. A true and correct copy of the Court's December 19, 2006 Order in the bankruptcy proceeding *In re Leo Stoller*, Case No. 05 B 64075 (N.D. Ill.) is attached hereto as Exhibit 4.
6. A true and correct copy of Leo Stoller's Motion for Permission of Court to Allow Leo Stoller to Represent Himself and His Corporate Entities Before the Trademark Trial and Appeal Board, and accompanying exhibits, filed in the bankruptcy proceeding *In re Leo Stoller*, Case No. 05 B 64075 (N.D. Ill.), are attached hereto as Exhibit 5.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 4th day of January, 2007, at Chicago, Illinois.

s/Michael T. Zeller

Michael T. Zeller

**EXHIBIT 1**

## AGREEMENT

This Agreement ("Agreement") is made and entered into this \_\_\_ day of December, 2006, by and between, on the one hand, Google Inc. ("Google" or "Plaintiff") and, on the other hand, by Central Mfg. Inc., also known without limitation as Central Mfg. Co., Central Mfg. Co. (Inc.), Central Manufacturing Company, Inc. and/or Central Mfg. Co. of Illinois (collectively, "Central Mfg.") and Stealth Industries, Inc., also known without limitation as Rentamark and/or Rentamark.com ("Stealth") (collectively, Central Mfg. and Stealth are the "Entity Defendants"). Each of the foregoing is a "Party" and together are the "Parties."

WHEREAS, on or about December 23, 2005, Leo Stoller ("Stoller") filed in the United States Bankruptcy Court for the Northern District of Illinois a Petition for Bankruptcy under Chapter 13 of the United States Bankruptcy Code, in the matter encaptioned *In re Leo Stoller*, Case No. 05 B 64075 (hereinafter, the "Bankruptcy Proceeding");

WHEREAS, on or about August 31, 2006, the United States Bankruptcy Court for the Northern District of Illinois converted the Bankruptcy Proceeding to one under Chapter 7 of the United States Bankruptcy Code, and Richard M. Fogel was subsequently duly appointed Chapter 7 Trustee of the bankruptcy estate of Leo Stoller (hereinafter, the "Trustee");

WHEREAS, on or about October 5, 2006, the United States Bankruptcy Court for the Northern District of Illinois entered in the Bankruptcy Proceeding an Order granting the Trustee authority to act on behalf of Stoller's entities in the capacity as sole shareholder, including without limitation as the sole shareholder of the Entity Defendants;

WHEREAS, there is now pending in the Bankruptcy Proceeding a motion by Google requesting that the Court declare that its anticipated lawsuit against the Entity Defendants and against Leo Stoller individually (hereinafter, "Stoller") is outside the scope of the automatic stay under Section 362(d) of the United States Bankruptcy Code (11 U.S.C. § 362(d)) or, in the alternative, that the Court modify the stay for cause to allow Google to proceed with its contemplated action (hereinafter, the "Bankruptcy Motion");

WHEREAS, in connection with the Bankruptcy Motion, Google has provided the Entity Defendants with a Complaint that Google seeks and intends to file against the Entity Defendants and against Stoller alleging claims for false advertising in violation of the Lanham Act, 15 U.S.C. § 1125(a)(1)(B), for violations of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961 *et seq.* and for unfair competition (hereinafter, the "Complaint");

WHEREAS, on or about March 1, 2006, Central Mfg. purported to institute with the Trademark Trial and Appeal Board ("TTAB") Opposition No. 91170256 involving

Google's Application Serial No. 76314811 (hereinafter, the "Opposition"), which Opposition was subsequently dismissed by TTAB by Order dated July 30, 2006;

WHEREAS, on or about October 4, 2006, the United States Court of Appeals for the Federal Circuit dismissed for lack of jurisdiction a Notice of Appeal that Stoller had purported to file in connection with the Opposition, which dismissal is the subject of a currently pending motion for reconsideration purportedly filed by Stoller individually;

WHEREAS, on or about May 8, 2006, Central Mfg. purported to institute with TTAB Cancellation No. 92045778 involving Google's Registration No. 2806075 (hereinafter, the "Cancellation Proceeding"), which proceeding remains pending and is the subject of a pending Motion to Dismiss by Google;

WHEREAS, on or about June 11, 2006, Central Mfg. purported to file an Intent-to-Use Application for the mark GOOGLE with the United States Trademark Office that is pending as S/N 78905472 (hereinafter, the "ITU Application"); and

WHEREAS, the Parties wish to resolve the foregoing matters on the terms set forth and described herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, terms, representations and warranties set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

#### ARTICLE 1. DEFINITIONS

1.1. "Affiliates" of any person, entity or Party means any and all corporations, proprietorships, partnerships and business entities that, directly or indirectly, have control over, are under common control with, or are subject to control by, such person, entity or Party. Without limiting the generality of the foregoing, each of the entities, proprietorships, d/b/a's and/or other businesses listed in Exhibit E hereto shall be deemed an Affiliate of Central Mfg. and Stealth for purposes of this Agreement.

1.2. "Agreement" means this Agreement, as amended from time to time in accordance with its terms.

1.3. "Google" or "Plaintiff" means Google Inc. and its officers, directors, employees, representatives and agents, and its Affiliates.

1.4. "Entity Defendants" and/or "Entity Defendant" means Central Mfg., Stealth and each of their respective Affiliates.

1.5. "GOOGLE Mark" includes any and all marks, trade names, terms, words, designs and designations that embody, incorporate or include GOOGLE, whether in whole or in part and regardless of what other terms are included therewith, or that are

confusingly similar to or dilute GOOGLE. In addition, "GOOGLE Mark" includes any and all applications for registration and registrations in connection therewith and includes any and all trademark, service mark, trade name, trade dress, design, publicity and all other rights and interests of any kind associated therewith, however denominated, and any portion thereof, including without limitation any and all such rights arising by contract, statute, common law or otherwise.

1.6. "Additional Mark(s)" means any and all marks, trade names, terms, words, designs and designations other than the GOOGLE Mark that have been, are or shall be in the future owned or used by Google and/or the subject of any application for registration or registration by Google. Furthermore, "Additional Mark(s)" includes any and all marks, trade names, terms, words, designs and designations that embody, incorporate or include the Additional Mark(s), whether in whole or in part and regardless of what other terms are included therewith, or that are confusingly similar to or dilute such Additional Mark(s).

1.7. "Proceeding" means any lawsuit, action, application or proceeding of any kind with any court, tribunal or agency, whether judicial, administrative or otherwise, and includes without limitation any application for registration.

1.8. "Entity Defendants' Web Sites" means any web pages within the control of any Entity Defendant.

## ARTICLE 2. AGREEMENTS AND REPRESENTATIONS

2.1. Permanent Injunction and Final Judgment. The Entity Defendants agree, warrant and covenant that none of them shall oppose the Bankruptcy Motion. Concurrent with the execution of this Agreement, the Entity Defendants shall execute and return promptly to Google's counsel of record the Permanent Injunction and Final Judgment attached hereto as Exhibit A and incorporated herein by this reference. Service of the Complaint upon the Entity Defendants may be effectuated by delivery of a copy of the Complaint and summons upon the Trustee. After the Complaint is filed and delivered to the Trustee, Google will submit the fully executed Permanent Injunction and Final Judgment to the Court for entry. Should the Court, for any reason, decline to enter the Permanent Injunction and Final Judgment as an order and judgment of the Court, this Agreement shall be void and have no binding effect upon any Party hereto. In the event that the Court enters the Permanent Injunction and Final Judgment as an order and judgment of the Court, the date of such entry shall be the "Effective Date" of this Agreement as that term is used herein.

2.2. The Entity Defendants' Lack of Rights. In addition to acknowledging that the Permanent Injunction and Final Judgment attached hereto as Exhibit A shall be binding upon them as a Court decree upon its entry by the Court, the Entity Defendants represent that the matters set forth in paragraph 4 of the Permanent Injunction and Final Judgment are accurate and warrant and covenant that they shall comply with and abide by

the terms of the Permanent Injunction and Final Judgment as though such terms are set forth herein at length. Without limiting the generality of the foregoing, no Entity Defendant shall make any statement or representation or do any act which may be taken to indicate that it has any right, title or interest in, any ownership of, or any right or ability to use, license, sell, transfer or alienate the GOOGLE Mark. In addition, and without limiting the generality of the foregoing, the Entity Defendants represent that they have no right, title or interest in any trademark, service mark, trade name or designation of origin that is used or has been used by Google as of and/or up through the Effective Date.

2.3. No Other Proceedings and No Assignment. Each Entity Defendant represents, warrants and covenants to Google that, as of the Effective Date, it has not filed or commenced any Proceeding relating to Google, including without limitation to the GOOGLE mark or any Additional Mark(s), except for the Opposition, the Cancellation Proceeding and the ITU Application as identified above. Each Entity Defendant further represents, warrants and covenants that, as of the Effective Date, it has not assigned or transferred, or purported to assign or transfer, to any third party any claim, application or other matter, or any portion of any claim, application or other matter, against or otherwise relating to Google, including without limitation to the GOOGLE Mark and/or the Additional Mark(s).

2.4. Forbearance Relating to the GOOGLE Mark. Each Entity Defendant represents, warrants and covenants that it will forever refrain and forbear from commencing, instituting, filing, maintaining or prosecuting any Proceeding relating to the GOOGLE mark. Without limiting the generality of their other obligations set forth in this Article 2 and the Permanent Injunction and Final Judgment, each Entity Defendant specifically agrees and covenants not to contest the validity and/or enforceability of Google's GOOGLE Mark and not to assert that any person or entity has rights in the GOOGLE mark that are superior to Google's rights.

2.5. Proceedings Involving Additional Mark(s). Each Entity Defendant agrees, represents and covenants that it shall not assert any right to any Additional Mark(s), or file, commence or initiate any Proceeding relating to any Additional Mark(s), without first complying with the requirements of this Section 2.5. As a precondition to and before filing any such Proceeding, the Entity Defendants shall submit for decision by an arbitrator, and shall serve upon Google, a statement and all evidence alleged to support the claim of any Entity Defendant to have right, title or interest in or to such Additional Mark(s). The arbitrator shall determine whether any Entity Defendant has made a sufficient and credible threshold showing of rights such that a Proceeding by such Entity Defendant is justifiable under the facts and applicable law. The arbitration will be conducted in accordance with the then-existing commercial arbitration rules of the American Arbitration Association ("AAA"). The arbitration will be conducted before one arbitrator to be selected as agreed upon by the Parties or, if no such agreement is reached, then as provided in the AAA rules. The Entity Defendants shall solely bear the cost of the arbitrator's fees and expenses. In the event that the arbitrator determines that an Entity Defendant has made a sufficient and credible threshold showing, such Entity Defendant may proceed with its contemplated Proceeding, although such determination

by the arbitrator shall not be binding on Google in any Proceeding and shall not be admissible for any purpose in any Proceeding (except to establish compliance with the requirements of this Section 2.5). In the event that the arbitrator determines that the Entity Defendants have failed to make a sufficient and credible threshold showing, the Entity Defendants shall (a) forever refrain and forbear from commencing, instituting, filing, maintaining or prosecuting any Proceeding relating to the Additional Mark(s) that were the subject of the arbitrator's decision, and (b) reimburse Google for all of its attorney's fees and expenses, including without limitation any expert fees, that Google incurred in connection with the arbitration.

2.6. Complete Defense. From and after the Effective Date of this Agreement, any violation of Section 2.4 or 2.5 of this Agreement will be deemed a full and complete defense to any Proceeding brought against Google and may be pled as such.

2.7. Discontinuance of Entity Defendants' Proceedings. Within three (3) court days of the Effective Date as described in Section 2.1 above, the Entity Defendants shall: (a) dismiss with prejudice the Cancellation Proceeding by filing with TTAB an executed Dismissal With Prejudice in the form attached hereto as Exhibit B and incorporated herein by this reference; (b) abandon the ITU Application by filing with the Trademark Office an executed Notice of Abandonment in the form attached hereto as Exhibit C; and (c) withdraw any Notice of Appeal filed with the Federal Circuit in their names or on their behalf in the form attached hereto as Exhibit D and shall thereafter treat the dismissal of the Opposition by TTAB and the dismissal of the appeal therefrom by the United States Court of Appeals for the Federal Circuit as final and conclusive and shall not file any further notice(s) of appeal from, or seek in any manner any review or reconsideration of, TTAB's dismissal of the Opposition. At the Entity Defendants' option, the Entity Defendants alternatively may provide to Google's counsel the executed forms attached as Exhibits B, C and D hereto concurrently with their execution of this Agreement, and Google's counsel shall ensure the filing of the executed Exhibits in the event (and only in the event) that the Court enters the Permanent Injunction and Final Judgment as an order and judgment of the Court. In the event that any of the actions described in this Section is insufficient to discontinue the Cancellation Proceeding, the Opposition (including all appeals therefrom and review thereof) and/or the ITU Application, the Entity Defendants represent, warrant and covenant that they shall take any and all further steps necessary to effectuate the final and complete termination of each such proceeding.

2.8. Relief. The Entity Defendants agree that Google has no adequate remedy at law for any breach or violation of the Permanent Injunction and Final Judgment or Sections 2.4, 2.5 and 2.7 above by any Entity Defendant. Accordingly, each Entity Defendant agrees that Google shall be entitled to Court orders mandating specific performance and/or injunctive relief in the event of any such breach or violation by any Entity Defendant without any showing of irreparable harm or the inadequacy of any remedy at law. This right of specific performance and injunctive relief is in addition to any and all other legal and equitable remedies that Google may have for such breach or violation. Neither the foregoing nor anything else contained in this Agreement shall

subject the Trustee, his agents or his attorneys to any claim for monetary damages for breach of any provision of this Agreement.

2.9. Costs and Fees. As between Google and the Entity Defendants, each Party to this Agreement shall bear its own costs and fees, including without limitation its attorney's and expert fees, in connection with the Complaint, the Bankruptcy Motion, the Opposition, the Cancellation Proceeding and the ITU Application. Neither this Section nor anything else in this Agreement shall operate to preclude, restrict or limit Google from seeking reimbursement of its fees and costs or any other monetary or equitable relief from any person or entity not a party to this Agreement, including without limitation Stoller individually.

2.10. Authority. Each Party represents and warrants to each other Party that (a) such Party has the full authority and capacity to make the representations, covenants and promises set forth in this Agreement and (b) each signatory has authority to bind the Party on behalf of whom such signatory is executing this Agreement.

### ARTICLE 3 RELEASES

3.1. Voidability. The Entity Defendants acknowledge and understand that Google, in entering into this Agreement, is materially relying upon the accuracy of the Entity Defendants' representations, covenants and promises set forth in Article 2 of this Agreement. Accordingly, the Entity Defendants acknowledge and agree that, should Google discover after the execution of this Agreement that said representations in Article 2 are or were inaccurate in any respect or should any Entity Defendant fail to comply with any obligation set forth in Article 2 above, Google may, at its sole and exclusive election, treat Section 2.1 above and Section 3.2 below as null and void and seek to recover any and all damages, of any and all types permitted by law, including without limitation for recovery of its past attorney's fees. Furthermore, in the event that any Entity Defendant in the future asserts any claim against Google, the release set forth in Section 3.2 shall be voidable at Google's sole election and discretion, and neither the release set forth in Section 3.2 nor anything else in this Agreement or the Permanent Injunction and Final Judgment shall be deemed to limit, restrict or preclude Google from asserting any defense or claim, including without limitation the claims set forth in the Complaint, or seeking any and all damages, of any and all types, including without limitation for its past attorney's fees, in connection therewith. Notwithstanding the foregoing, if any claim asserted by any Entity Defendant against Google in the future is not or was not expressly authorized by the Trustee in writing, then the release set forth in Section 3.2 shall not be voidable to the extent (and only to the extent) that it applies to the Trustee or to the estate then in control of the Trustee (and only if and to the extent then in the control of the Trustee).

3.2. Release by Google. Subject to Section 2.7 and Section 3.1 of this Agreement, and except for the rights, duties, liabilities, and obligations arising out of this

Agreement and the Permanent Injunction and Final Judgment, Google hereby releases and discharges Stoller's bankruptcy estate and the Trustee as the representative of Stoller's bankruptcy estate from any and all claims, demands, causes of action, obligations, damages and liabilities arising out of the claims set forth in the Complaint through, and only through, the Effective Date of this Agreement. Neither the release in this Section 3.2 nor anything in this Agreement applies to Stoller individually, including for acts and/or omissions by Stoller in his capacity as an officer, director, shareholder, agent or representative of any Entity Defendant. Without limiting the generality of the foregoing sentence, neither this Section 3.2 nor anything else in this Agreement shall apply to, release, limit or waive any and all claims, demands, causes of action, obligations, damages and liabilities that Google has against Stoller individually, including without limitation for acts and/or omissions by Stoller in his capacity as an officer, director, shareholder, agent or representative of any Entity Defendant.

3.3. Release by Entity Defendants. The Entity Defendants hereby release and discharge Google from any and all claims, demands, causes of action, obligations, damages and liabilities, of whatever kind and nature at law, equity or otherwise, known or unknown, arising from, in connection with or based in any manner upon any trademark, service mark, trade name or designation of origin that Defendants purport to own or purport to otherwise have any right, title or interest in, from the beginning of time through the Effective Date of this Agreement. The Entity Defendants, and each of them, hereby acknowledge that they are familiar with California Civil Code § 1542 and that they hereby waive the protection of California Civil Code § 1542 with respect to their release set forth in this Section 3.3. California Civil Code § 1542 provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

The Entity Defendants each waive and relinquish any right or benefit which they have or may have under California Civil Code § 1542 and under any comparable statute or common law rule in any other jurisdiction with respect to their release set forth in this Section 3.3.

3.4. No Right or License. Nothing in this Agreement confers, or shall be deemed to confer, any right or license to use Google's GOOGLE mark, its Additional Mark(s) or any of Google's other intellectual property rights in any manner. Nothing in this Agreement otherwise waives, relinquishes, limits or compromises any such rights of Google.

ARTICLE 4  
MISCELLANEOUS

4.1. Amendment. This Agreement may be amended, modified or supplemented, but only in writing signed by all of the Parties affected by the amendment.

4.2. Counterparts. This Agreement may be executed in any number of counterparts by the Parties, and when each Party has signed and delivered at least one such counterpart to the other Party, each counterpart shall be deemed an original and taken together shall constitute one and the same Agreement that shall be binding and effective as to all Parties as set forth herein. For the purposes of this Agreement, a facsimile signature will be deemed effective and binding as against the Party executing the facsimile signature.

4.3. Headings. The headings preceding the text of Articles and Sections of this Agreement are for convenience only and shall not be deemed part of this Agreement.

4.4. Fees. The prevailing party in any action or motion brought to enforce or interpret this Agreement or the Permanent Injunction and Final Judgment shall be entitled to an award of attorney's fees and costs, including expert fees, actually incurred in connection with such action or motion.

4.5. Relationship. There is no joint venture, partnership, employment, agency or fiduciary relationship between Google, on the one hand, and the Entity Defendants, on the other hand. Nothing contained in this Agreement shall be construed to imply any such relationship.

4.6. Third Party Beneficiaries. This Agreement is for the benefit of the Parties hereto and their respective Affiliates and, except as otherwise expressly stated herein, no provision of this Agreement shall be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action, defense or other right in excess of those existing without reference to this Agreement.

4.7. Term. The term of this Agreement is perpetual.

4.8. Severability. Any part of this Agreement which may be deemed unenforceable or invalid shall not affect the enforceability or validity of the remaining parts of this Agreement, but shall be deemed severed from the remaining parts which shall remain in full force and effect.

4.9. Affiliates. This Agreement shall be binding upon the Parties and each and all of their respective successors, assigns, and representatives, including any corporate parent and corporate subsidiaries and Affiliates, and any of their officers, directors, agents, employees and representatives in their capacity as officers, directors, agents, employees and representatives.

4.10. Entire Understanding. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, representations and agreements made by and between the Parties with respect thereto. Each Party acknowledges that: (a) prior to signing this Agreement, such Party has carefully read and reviewed with its or his attorneys, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement, (b) no other Party, nor any agent or attorney of any other Party, has made any promise, representation, or warranty whatever, express or implied, not contained herein, concerning the subject matter hereof, to induce such Party to execute this Agreement, and (c) such Party has not executed this Agreement in reliance on any such promise, representation, or warranty not contained herein.

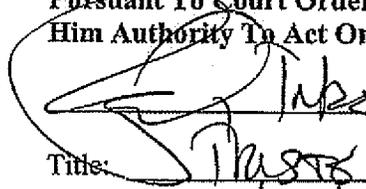
4.11. Construction. Ambiguities, inconsistencies, or conflicts in this Agreement shall not be construed against the drafter of the language but will be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the Parties' intentions at the time this Agreement is entered into. Where the context of this Agreement requires, singular terms shall be considered plural, and plural terms shall be considered singular.

WHEREFORE, the Parties hereby acknowledge their agreement and consent to the terms and conditions set forth above through their respective signatures contained below:

Google Inc.

Central Mfg. Inc., by and through The  
Trustee, Not Individually, But  
Pursuant To Court Order Granting  
Him Authority To Act On Its Behalf

\_\_\_\_\_

  
\_\_\_\_\_

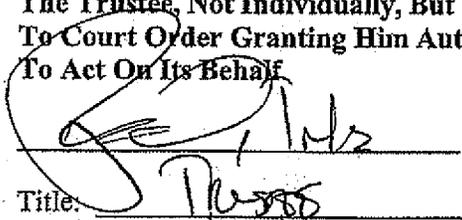
Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: 12/06/06

Stealth Industries, Inc., by and through  
The Trustee, Not Individually, But Pursuant  
To Court Order Granting Him Authority  
To Act On Its Behalf

  
\_\_\_\_\_

Title: \_\_\_\_\_

Dated: 12/06/06

# Exhibit A

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

GOOGLE INC.,

Plaintiff,

vs.

CENTRAL MFG. INC. a/k/a CENTRAL  
MFG. CO., a/k/a CENTRAL MFG. CO.  
(INC.), a/k/a CENTRAL  
MANUFACTURING COMPANY, INC.  
and a/k/a CENTRAL MFG. CO. OF  
ILLINOIS; and STEALTH INDUSTRIES,  
INC. a/k/a RENTAMARK and a/k/a  
RENTAMARK.COM,

Defendants.

Civil Action No. \_\_\_\_\_

**PERMANENT INJUNCTION AND FINAL JUDGMENT AS TO  
DEFENDANTS CENTRAL MFG. INC. AND STEALTH INDUSTRIES, INC.**

This Stipulated Permanent Injunction and Final Judgment is entered into, on the one hand, by Plaintiff Google Inc. ("Google") and, on the other hand, by Defendant Central Mfg. Inc., also known without limitation as Central Mfg. Co., Central Mfg. Co. (Inc.), Central Manufacturing Company, Inc. and/or Central Mfg. Co. of Illinois (collectively, "Central Mfg."), and Defendant Stealth Industries, Inc., also known without limitation as Rentamark and/or Rentamark.com ("Stealth") (collectively, Central Mfg. and Stealth are the "Entity Defendants"). The parties, by and through their undersigned counsel of record having stipulated to the entry of the following Stipulated Permanent Injunction and Final Judgment, and good cause appearing for the entry thereof:

1. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338, 18 U.S.C. § 1964(c) and principles of supplemental jurisdiction under 28 U.S.C. § 1367(a), as well as personal jurisdiction over the Entity Defendants.

2. The Entity Defendants have been duly served with the summons and Complaint in this matter.

3. By Order dated October 5, 2006, the United States Bankruptcy Court for the Northern District of Illinois, the Honorable Jack B. Schmetterer presiding, duly granted Richard M. Fogel, not individually but as Chapter 7 Trustee of the bankruptcy estate of Leo Stoller (the "Trustee"), all right and authority to act on behalf of the Entity Defendants in connection with the matters that are the subject of this Stipulated Permanent Injunction and Final Judgment. By Order dated December 5, 2006, the United States Bankruptcy Court for the Northern District of Illinois, the Honorable Jack B. Schmetterer presiding, granted the Trustee's motion modifying the automatic stay and approving a Settlement Agreement by and between Google and the Entity Defendants, through the Trustee in his capacity as sole shareholder of the Entity Defendants, that included the terms of this Stipulated Permanent Injunction and Final Judgment.

4. Judgment is hereby entered in favor of Plaintiff Google, and against each of the Entity Defendants, on Plaintiff Google's claims for false advertising in violation of the Lanham Act, 15 U.S.C. § 1125(a)(1)(B), for violations of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961 *et seq.* and for unfair competition.

5. The Entity Defendants admit each and every fact alleged in the Complaint. Without limiting the generality of the foregoing, each of the Entity Defendants admits and represents:

(a) None of the Entity Defendants has any right, title or interest of any kind in the GOOGLE mark or in any mark, trade name or designation that is confusingly similar or dilutes to the GOOGLE mark;

(b) None of the Entity Defendants has any right or lawful ability to license, or offer for licensing, the GOOGLE mark, or any mark or designation that is confusingly similar to or dilutes the GOOGLE mark, in connection with any goods, services or commercial activities; and

(c) None of the Entity Defendants has any right or lawful ability to hold themselves out as or to identify themselves as any business entity of any kind using, in whole or in part and regardless of what other terms may be included, the GOOGLE mark, or any mark or designation that is confusingly similar to or dilutes, the GOOGLE mark, including without limitation any of the following: "GOOGLE," "GOOGLE™ BRAND TRADEMARK LICENSING," "GOOGLE LICENSING" and/or "GOOGLE BRAND PRODUCTS & SERVICES."

6. Each of the Entity Defendants, as well as their officers, directors, principals, agents, servants, employees, successors, assigns, parents, subsidiaries and affiliates and all those acting on their behalf or in concert or participation with them, shall be and hereby are, effective immediately, permanently enjoined from engaging in any of the following acts:

(a) claiming in any advertising, promotion or other materials, including without limitation on any web site, any right, title or interest in GOOGLE, whether in whole or in part and regardless of what other terms may be included, or in any mark, trade name, term, word or designation that is confusingly similar to or dilutes the GOOGLE mark;

(b) instituting, filing or maintaining, or threatening to institute, file or maintain, any application, registration, suit, action, proceeding or any other matter with any Court, with the United States Trademark Office, with the United States Trademark Trial and Appeal Board or with any other judicial or administrative body that asserts any right, title or interest in GOOGLE, whether in whole or in part and regardless of what other terms may be included, or in any mark, trade name, term, word or designation that is confusingly similar to or dilutes the GOOGLE mark;

(c) holding themselves out as or identifying themselves in any manner as any business entity of any kind using, whether in whole or in part and regardless of what other terms

may be included, the GOOGLE mark or any mark, trade name, term, word or designation that is confusingly similar to or dilutes the GOOGLE mark, including without limitation any of the following: "GOOGLE," "GOOGLE™ BRAND TRADEMARK LICENSING," "GOOGLE LICENSING" and/or "GOOGLE BRAND PRODUCTS & SERVICES";

(d) licensing, offering to license, assigning or offering to assign or claiming the ability to license or assign any mark, term, word or designation that embodies, incorporates or uses, in whole or in part and regardless of what other terms may be included, the GOOGLE mark or any mark or designation that is confusingly similar to or dilutes the GOOGLE mark;

(e) interfering with, including without limitation by demanding in any manner any payment or other consideration of any kind for, Plaintiff's use, whether past, current or future, of any mark, name or designation embodying, incorporating or using, in whole or in part and regardless of what other terms may be included, Plaintiff's GOOGLE mark;

(f) using the GOOGLE mark, whether in whole or in part and regardless of what other terms may be included, or any mark, trade name, term, word or designation that is confusingly similar to or dilutes the GOOGLE mark, in connection with the sale, offering for sale, licensing, offering for license, importation, transfer, distribution, display, marketing, advertisement or promotion of any goods, services or commercial activity of any Defendant;

(g) engaging in acts of unfair competition or passing off with respect to Plaintiff Google;

(h) assisting, aiding or abetting any other person or entity in engaging in or performing any of the activities referred to in subparagraphs (a) through (g) above.

7. Each party to this Permanent Injunction and Final Judgment shall bear its respective attorney's fees, costs and expenses incurred in this action; provided, however, that in any proceeding or on any motion to interpret and/or enforce this Permanent Injunction and Final Judgment the prevailing party shall be entitled to an award of reasonable attorney's fees and expenses, including any expert fees.

8. The Entity Defendants hereby waive any further findings of fact and conclusions of law in connection with this Permanent Injunction and Final Judgment and all right to appeal therefrom. It is the intention of the parties hereto that this Permanent Injunction and Final Judgment be afforded full collateral estoppel and res judicata effect as against the Entity Defendants and shall be enforceable as such. The Entity Defendants further hereby waive in this

proceeding, including without limitation in any proceedings brought to enforce and/or interpret this Permanent Injunction and Final Judgment, and in any future proceedings between the parties any and all defenses and/or claims that could have been asserted by the Entity Defendants against Plaintiff, including without limitation any and all defenses, claims or contentions that Plaintiff's GOOGLE mark is invalid and/or unenforceable and/or that any person or entity other than Plaintiff has superior rights to the GOOGLE mark. Without limiting the generality of the foregoing, in the event that Plaintiff brings any proceeding to enforce this Permanent Injunction and Final Judgment, no Entity Defendant shall be entitled to assert, and each Entity Defendant hereby waives any right to assert, any defense or contention other than that he or it has complied or substantially complied in good faith with the terms of this Permanent Injunction and Final Judgment.

9. Nothing in this Judgment is intended to waive, limit or modify in any manner, and shall not be construed to waive, limit or modify, Google's claims, rights or remedies against defendant Leo Stoller, including without limitation for his acts and/or omissions as an officer, director, shareholder, representative or agent of Defendants, or other person or entity other than Central Mfg. and Stealth in connection with this action or otherwise.

10. This Court shall retain jurisdiction for the purposes of enforcing and/or interpreting this Permanent Injunction and Final Judgment to determine any issues which may arise concerning this Permanent Injunction and Final Judgment.

**IT IS SO STIPULATED.**

DATED: \_\_\_\_\_, 2006

GOOGLE INC.

By: \_\_\_\_\_

One of Its Attorneys

Michael T. Zeller (ARDC No. 6226433)  
QUINN EMANUEL URQUHART OLIVER  
& HEDGES, LLP

865 South Figueroa Street, 10th Floor

Los Angeles, California 90017

Tel.: (213) 443-3000

Fax: (213) 443-3100

William J. Barrett (ARDC No. 6206424)

BARACK, FERRAZZANO, KIRSCHBAUM,  
PERLMAN & NAGELBERG, LLP

333 West Wacker Drive, Suite 2700

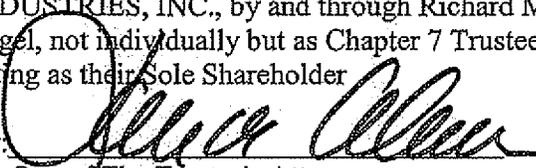
Chicago, Illinois 60606

Tel.: (312) 629-5170

Fax: (312) 984-3150

DATED: \_\_\_\_\_, 2006

CENTRAL MFG. INC. and STEALTH  
INDUSTRIES, INC., by and through Richard M.  
Fogel, not individually but as Chapter 7 Trustee  
acting as their Sole Shareholder

By: 

One of The Trustee's Attorneys

Janice Alwin (ARDC No. 6277043)

SHAW GUSSIS FISHMAN GLANTZ WOLFSON  
& TOWBIN LLC

321 N. Clark Street, Suite 800

Chicago, Illinois 60610

Tel.: (312) 276-1323

Fax: (312) 275-0571

**IT IS SO ORDERED.**

DATED: \_\_\_\_\_, 2006

\_\_\_\_\_  
United States District Judge

## Exhibit B

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

In the Matter of:

Registration No. 2806075  
For the Mark: GOOGLE  
Publication Date: December 4, 2001

Cancellation No. 92045778

CENTRAL MFG. CO. (INC.),

*Petitioner,*

v.

GOOGLE INC.,

*Respondent.*

**AGREED DISMISSAL OF PETITION  
FOR CANCELLATION WITH  
PREJUDICE**

Commissioner of Trademarks  
P.O. Box 1451  
Arlington, Virginia 22313-1451

With the consent of Registrant/Respondent, Petitioner, by and through Richard M. Fogel, not individually but as Chapter 7 Trustee duly authorized by Order of the United States Bankruptcy Court of the Northern District of Illinois to act on behalf of Petitioner herein (see attached), hereby withdraws and dismisses with prejudice the Petition for Cancellation in this proceeding. All pending motions are hereby withdrawn and deemed moot.

Respectfully submitted,

On Behalf of Registrant Google Inc.:

Authorized Representative for Petitioner:

By: \_\_\_\_\_

By: \_\_\_\_\_

Michael T. Zeller  
QUINN EMANUEL URQUHART  
OLIVER & HEDGES, LLP  
865 South Figueroa Street, 10th Floor  
Los Angeles, California 90017  
Tel.: (213) 443-3000  
Fax: (213) 443-3100

Richard M. Fogel, not individually but as Chapter  
7 Trustee  
SHAW GUSSIS FISHMAN GLANTZ  
WOLFSON & TOWBIN LLC  
321 N. Clark Street, Suite 800  
Chicago, Illinois 60610  
Tel.: (312) 276-1334  
Fax: (312) 275-0578

Dated: October \_\_, 2006

## Exhibit C

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : CENTRAL MFG. CO )  
Serial No. : 78/905472 )  
Filed : June 11, 2006 )  
Mark: : GOOGLE )  
Examining : Not Assigned )  
Attorney :

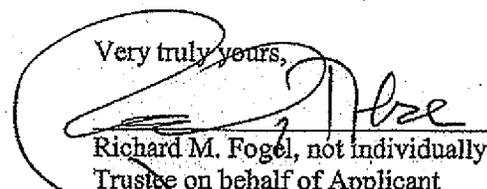
WITHDRAWAL OF APPLICATION

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

Dear Sir:

Applicant Central Mfg. Co., by and through Richard M. Fogel, not individually but as Chapter 7 Trustee duly authorized by Order of the United States Bankruptcy Court of the Northern District of Illinois to act on behalf of Central Mfg. Co. (see attached), hereby withdraws and abandons its Intent-to-Use Application for GOOGLE, filed on June 11, 2006 and pending as S/N 78905472.

Very truly yours,

  
Richard M. Fogel, not individually but as Chapter 7  
Trustee on behalf of Applicant  
SHAW GUSSIS FISHMAN GLANTZ WOLFSON  
& TOWBIN LLC  
321 N. Clark Street, Suite 800  
Chicago, Illinois 60610  
Tel.: (312) 276-1334  
Fax: (312) 275-0578

## Exhibit D

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UNITED STATES COURT OF APPEALS  
FOR THE FEDERAL CIRCUIT

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2006-1534

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IN RE LEO STOLLER

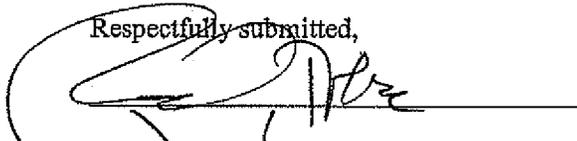
Appeal from United States Patent and Trademark Office,  
Trademark Trial and Appeal Board

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CENTRAL MFG.'S WITHDRAWAL OF APPEAL AS TO  
TTAB'S DISMISSAL OF OPPOSITION NO. 91170256

Central Mfg. Co. (Inc.), the named Opposer in Opposition No. 91170256, by and through Richard M. Fogel, Chapter 7 Trustee duly authorized by Order of the United States Bankruptcy Court of the Northern District of Illinois to act on behalf thereof (see attached), hereby withdraws the Notice of Appeal, purportedly filed by Leo Stoller on August 17, 2006, with respect to TTAB's Order of July 30, 2006 dismissing Opposition No. 91170256.

Respectfully submitted,



Richard M. Fogel, not individually but as  
Chapter 7 Trustee  
SHAW GUSSIS FISHMAN GLANTZ  
WOLFSON & TOWBIN LLC  
321 N. Clark Street, Suite 800  
Chicago, Illinois 60610  
Tel.: (312) 276-1334  
Fax: (312) 275-0578

## Exhibit E

Exhibit E

Association Network Management  
Americans for the Enforcement of Attorney Ethics  
Americans for the Enforcement of Judicial Ethics  
Americans for the Enforcement of Intellectual Property Rights  
S. Industries  
Sentra Industries  
Sentra Sporting USA Co.  
The American Association of Premium Incentive, Travel Suppliers & Agents  
The National Veterinarian Service Association  
The American Recreational Tennis Association  
The American Recreational Golf Association  
The National Association of Traveling Nurses  
The American Sports Association  
The U.S. Hardware Industry Association  
The National Physician's Association  
The National Secretarial Association  
The National Optometry Association  
The National Accounting Association  
The American Society of Podiatrists & Chiropractors  
Medical Associations  
The National Association of Dentistry  
The National Association of Alternative Medicine  
USA Sports Co. Inc.  
USA Sports Network Association

EXHIBIT 2

UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

In re

LEO STOLLER,

Debtor.

Chapter 7

Case No. 05-64075

Hon. Jack B. Schmetterer

Hearing Date: December 5, 2006

Hearing Time: 10:30 a.m.

**ORDER APPROVING TRUSTEE'S AGREEMENT WITH GOOGLE, INC. TO  
MODIFY STAY AND COMPROMISE CERTAIN CLAIMS OF DEBTOR'S  
WHOLLY-OWNED CORPORATIONS AND RELATED RELIEF**

Upon consideration of the application (the "Motion") of Richard M. Fogel, not individually, but as chapter 7 trustee (the "Trustee") for the bankruptcy estate of Leo Stoller (the "Debtor"), for the entry of an order approving an agreement by and between Google, Inc. ("Google") and the Trustee, in his capacity as sole shareholder of certain of the Debtor's Wholly-Owned Corporations (as defined in the Motion) to modify the automatic stay and compromise certain claims (the "Agreement"); due and proper notice of the Motion having been given; and the Court being otherwise fully advised in the premises; its is hereby

**ORDERED** *for reasons stated from the bench.*

1. Notice of the Motion as provided for therein is sufficient and further notice is waived.
2. The terms of the Agreement as further specified in the Motion are approved pursuant to 11 U.S.C. §§ 105(a) and 362(d) and Federal Rule of Bankruptcy Procedure 4001(d).
3. The Trustee is authorized to take such further actions and execute such documents, including but not limited to the Agreement, as may be necessary to document the terms of the Agreement, as further set forth in the Motion.

4. The stay, to the extent applicable, is hereby modified consistent with the terms of the Agreement.

5. This Court ~~shall~~<sup>s/</sup> retain jurisdiction to enforce the provisions of this order after notice and a hearing, *and to reconsider and vacate or modify this order should the bankruptcy case be dismissed,*

ENTER:  
Date: 12/5/06 \_\_\_\_\_  
Bankruptcy Judge

Prepared by:  
Janice A. Alwin (6277043)  
Shaw Gussis Fishman Glantz  
Wolfson & Towbin LLC  
321 North Clark Street, Suite 800  
Chicago, IL 60610  
Tel: (312) 276-1323  
Fax: (312) 275-0571  
email: [jalwin@shawgussis.com](mailto:jalwin@shawgussis.com)

DEC 05 2006

*6. for reasons stated the objection of Mr. Stoller pro se was overruled.*

EXHIBIT 3

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

Skoro

Mailed: November 29, 2006

Opposition No. 91164582

CENTRAL MFG. CO

v.

Pocekovic, Jovan

This case now comes up on Mr. Stoller's motion for reconsideration of the order dismissing this matter on October 13, 2006. Applicant's counsel has responded.

By way of background, on October 13, 2006 the Board received a copy of an order appointing Mr. Richard Fogel to represent opposer as trustee in bankruptcy in this matter. At the same time the Board received a stipulated dismissal without prejudice between Mr. Fogel, as opposer's representative, and counsel for the applicant. On the same day the Board entered the stipulation and dismissed the proceeding without prejudice. On October 17, 2006, Mr. Stoller filed a request for reconsideration of the dismissal and to suspend the proceeding contending that Mr. Fogel is without authority to act on his behalf and further that Mr. Stoller has filed an appeal contesting Mr. Fogel's authority to act on his behalf and on the behalf of his companies.

Opposition No. 91164582

Applicant's counsel responded contending Mr. Stoller is operating outside the bankruptcy statute and failed to properly appeal the bankruptcy court's decision on appointing a trustee as well as the trustee's authority to act on corporate matters.

The Board finds that Mr. Stoller is without authority to file papers in this proceeding, that the authority to act in this matter remains vested with the trustee and the proceeding remains dismissed and terminated.

***By the Trademark Trial  
and Appeal Board***

EXHIBIT 4

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

Honorable JACK B. SCHMETTERER

Hearing Date DECEMBER 19, 2006

Bankruptcy Case No. 05 B 64075

Adversary No. \_\_\_\_\_

Title of Case LEO STOLLER

Brief  
Statement of  
Motion

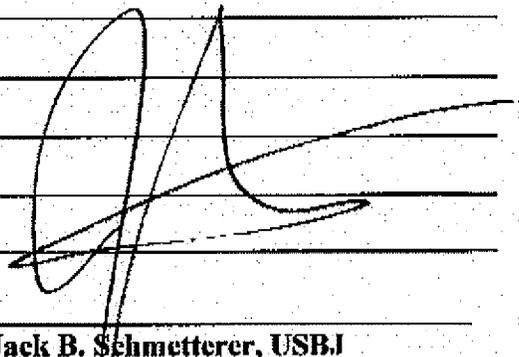
DEBTOR'S MOTION FOR PERMISSION OF COURT TO REPRESENT HIMSELF AND HIS  
CORPORATE ENTITIES BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Representing \_\_\_\_\_

**ORDER**

**IT IS HEREBY ORDERED THAT:**

**For reasons stated from the bench, Debtor's motion for permission of court to represent himself and his corporate entities before the trademark trial and appeal board is denied.**



ENTER: \_\_\_\_\_

**Jack B. Schmetterer, USBJ**

**EXHIBIT 5**

UNITED STATES BANKRUPTCY COURT  
FOR NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

In Re: )

LEO STOLLER, )

Debtor. )

Hon. Jack B. Schmetterer

Appeal from the U.S. District  
Court for the Northern District,  
Eastern Division  
Case No. 05-B-64075

NOTICE OF MOTION

TO: TIMOTHY C. MEECE, BANNER & WITCOFF, LTD.,  
10 SOUTH WACKER DRIVE, SUITE 3000, CHICAGO, ILLINOIS 60606

RICHARD FOGEL, Shaw, Gussis, Fishman, Glantz,  
Wolfson & Towbin LLC., 321 N. Clark Street, Suite 800  
Chicago, Illinois 60610

PLEASE TAKE NOTICE that on Tuesday, December 12,  
2006 at 10<sup>00</sup> a.m., Debtor shall appear before the Honorable Judge Schmetterer in  
the courtroom usually occupied by him, 219 S. Dearborn, Chicago, Illinois, 60603, and then  
and there present Debtor's **MOTION FOR PERMISSION OF COURT TO ALLOW LEO  
STOLLER TO REPRESENT HIMSELF AND HIS CORPORATE ENTITIES BEFORE  
THE TRADEMARK TRIAL AND APPEAL BOARD**, a copy of which is attached hereto.

**F I L E D**  
UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS

DEC - 8 2006

KENNETH B. GARDNER, CLERK  
PS REP. - RD



Leo Stoller  
7115 W. North Avenue  
Oak Park, Illinois 60302  
(773) 551-4827  
Email: ldms4@hotmail.com

Date: December 7, 2006

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS

FILED  
UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS

DEC - 8 2006

KENNETH S. GARDNER, CLERK  
PS REP. - RD

In Re: )  
)

LEO STOLLER, )  
)

Debtor. )  
)

Case No: 05-B-64075

Honorable Jack B. Schmetterer

**MOTION FOR PERMISSION OF COURT TO ALLOW LEO STOLLER  
TO REPRESENT HIMSELF AND HIS CORPORATE ENTITIES BEFORE  
THE TRADEMARK TRIAL AND APPEAL BOARD**

NOW COMES the Debtor, Leo Stoller, and requests that this Court grant permission for Leo Stoller to represent himself and his corporate entities before the Trademark Trial & Appeal Board ("TTAB"). The TTAB rules provide that a non-lawyer can represent a corporation. Leo Stoller has represented his corporate entities before the TTAB for over 25 years.

The Debtor has over 35 pending matters before the TTAB. The Debtor believes that these cases represent a major asset of the estate of the Debtor. The Trustee, Richard Fogel, has posted a letter at the TTAB blog stating that he voluntarily agrees to dismiss these TTAB proceedings.

Before this Court on December 5, 2006, it was assumed and Leo Stoller is working to regain his corporate entities and his assets and reach an amicable resolution in this proceeding. Stoller presented a settlement offer to the Trustee of \$100,000 in full satisfaction an accord of the Debtor's debts.

The TTAB recently issued an order on November 29, 2006, in *Central Mfg. Co. v. Jovan Pocekovic*, Opp. No. 91164582, finding that: See a true and correct copy attached hereto and marked as **Exhibit 1**.

"The Board finds that Mr. Stoller is without authority to file papers in this proceeding, that the authority to act in this matter remains vested with the trustee and the proceeding remains dismissed and terminated."

Leo Stoller has to respond to this TTAB order, otherwise the TTAB will not only dismiss the *Pocckovic* case, but the TTAB will dismiss all 35 of the Debtor's pending cases before the TTAB. The Debtor believes these cases represent the largest asset of the Debtor's Estate. Many of these cases have been pending for 10 years or more. The Debtor made a good faith effort and contacted the Trustee, Richard Fogel, to seek his permission to permit Leo Stoller to represent his companies before the TTAB, in order to avoid having all of the said cases dismissed. The result of which that even if Leo Stoller were to regain his corporate assets, he could never be made whole again. Secondly, Leo Stoller sent an email to Mr. Fogel requesting permission to represent his corporations in order to respond to the said TTAB order. See a true and correct copy attached hereto and marked as **Exhibit 2**.

The Trustee sent a response to Leo Stoller's email, attached hereto and marked as **Exhibit 3**. Mr. Fogel stated that he would not give Leo Stoller permission to appear before the TTAB in order to protect his company's interests.

The Debtor is seeking permission from this Court to allow Leo Stoller to represent his corporate entities before the TTAB and to be able to respond to the order which is marked as **Exhibit 1**. There is an urgency in this request, in that unless permission is granted to Leo Stoller, all of the TTAB cases will be dismissed within the next 30 days.



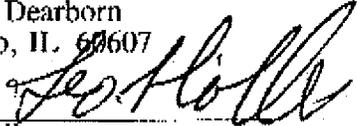
Leo Stoller  
7115 W. North Avenue  
Oak Park, Illinois 60302  
(312) 545-4554  
Email: ldms4@hotmail.com

Date: December 7, 2006

**Certificate of Mailing**

I hereby certify that the foregoing is being hand-delivered to the following address:

Clerk of the Court  
United States Bankruptcy Court  
219 N. Dearborn  
Chicago, IL 60607

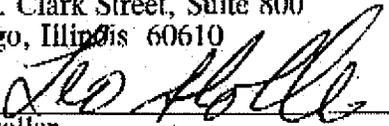


Leo Stoller  
Date: December 7, 2006

**Certificate of Service**

I hereby certify that the foregoing is being deposited with the U.S. Postal Service as First Class mail in an envelope addressed to:

Richard M. Fogel, Trustee  
Janice A. Alwin, Esq.  
Counsel for Trustee  
Shaw, Gussis, Fishman, Glantz,  
Wolfson & Tow  
321 N. Clark Street, Suite 800  
Chicago, Illinois 60610



Leo Stoller  
Date: December 7, 2006

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

Skoro

Mailed: November 29, 2006

Opposition No. 91164582

CENTRAL MFG. CO

v.

Pocekovic, Jovan

This case now comes up on Mr. Stoller's motion for reconsideration of the order dismissing this matter on October 13, 2006. Applicant's counsel has responded.

By way of background, on October 13, 2006 the Board received a copy of an order appointing Mr. Richard Fogel to represent opposer as trustee in bankruptcy in this matter. At the same time the Board received a stipulated dismissal without prejudice between Mr. Fogel, as opposer's representative, and counsel for the applicant. On the same day the Board entered the stipulation and dismissed the proceeding without prejudice. On October 17, 2006, Mr. Stoller filed a request for reconsideration of the dismissal and to suspend the proceeding contending that Mr. Fogel is without authority to act on his behalf and further that Mr. Stoller has filed an appeal contesting Mr. Fogel's authority to act on his behalf and on the behalf of his companies.

**EXHIBIT 1**

Opposition No. 9114582

Applicant's counsel responded contending Mr. Stoller is operating outside the bankruptcy statute and failed to properly appeal the bankruptcy court's decision on appointing a trustee as well as the trustee's authority to act on corporate matters.

The Board finds that Mr. Stoller is without authority to file papers in this proceeding, that the authority to act in this matter remains vested with the trustee and the proceeding remains dismissed and terminated.

*By the Trademark Trial  
and Appeal Board*

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

From: L Stoller [mailto:ldms4@hotmail.com]  
Sent: Wednesday, December 06, 2006 4:40 PM  
To: Rick Fogel  
Cc: Alana@sbcglobal.net  
Subject: RE: Stoller Chapter 7

NOT DISCOVERABLE FOR SETTLEMENT PURPOSES ONLY RULE 408

Mr. Fogel,

I have been responding to your emails today. And I will make every effort after yesterdays court hearing were possible to fully cooperate with you so that the next time we are in front of Judge Schmetterer you will be able to attest to Stoller's full cooperation.

I have asked you earlier in the day today if you will give me written permission to continue to represent my companies before the Patent and Trademark Office, Trademark Trial and Appeal Board so as to prevent the TTAB from dismissing all of my outstanding cases. I have ask you in good faith to let me know today in writing that you would give me permission to do what I believe Judge Schmetterer would like you to do and that is to allow Stoller to protect his assets assuming Stoller will recover them. Thus far I am still waiting for your response. This is an urgent matter and we can both avoid another trip in front of Judge Schmetterer if you would merely state in writing that I have authority to continue to represent myself and my companies before the Patent and Trademark Office, TTAB.

If you rather have Judge Schmetterer this issue so be it, but there is going to be a time when Judge Schmetterer is going to see that the Trustee's position is unreasonable.

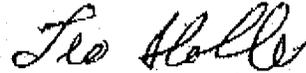
I am also putting you on notice that I am appealing yesterday's decisions of Judge Schmetterer. So far I will have three appeals now and will of course move consolidate them for judicial economy. I have nothing better to do than to devote my entire schedule to litigating my cases until I reach an acceptable conclusion the same as I am sure you would do if similarly situated.

Please let me know asap if you are willing to allow me to continue to represent myself so that we do not need any court intervention.

**EXHIBIT 2**

Mr. Fogel it is my goal to cooperate with you and to attempt to reach an amicable settlement with my creditors and to re gain what ever is left of my assets so that I can devote my time to other matters and not to this one...I am waiting for your response. If I don't hear from you today, I will assume that you will not give me permission and I will file a motion and let Judge Schmetterer decide.

Most Cordially,

A handwritten signature in cursive script, appearing to read "Leo Stoller".

Leo Stoller

Mr. Stoller:

I am not going to give you permission to take any action that involves property of your bankruptcy estate outside the context of a settlement approved by Judge Schmetterer. I have just invited you and Mr. Hirsh to have a settlement discussion with me and Janice Alwin tomorrow morning or Friday afternoon.

Richard M. Fogel  
Shaw Gussis Fishman Glantz Wolfson & Towbin LLC  
321 N. Clark Street, Suite 800  
Chicago, IL 60610  
Direct dial: (312) 276-1334  
Direct fax: (312) 275-0578

Proof of Service

I hereby certify that a true and complete copy of the foregoing Declaration of Michael T. Zeller in support of Registrant/Respondent's Response to Non-Party Leo Stoller's Purported Opposition to Agreed Dismissal of Petition for Cancellation has been served on Petitioner Central Mfg. Co., (Inc.) by mailing said copy on January 4, 2007, via First Class Mail, postage prepaid to:

Richard M. Fogel, not individually but as  
Chapter 7 Trustee for CENTRAL MFG. CO., (INC.)  
SHAW GUSSIS FISHMAN GLANTZ  
WOLFSON & TOWBIN LLC  
321 N. Clark Street, Suite 800  
Chicago, Illinois 60610

With courtesy copy to:

Leo Stoller  
7115 W. North Avenue #272  
Oak Park, Illinois 60302



A handwritten signature in cursive script, appearing to read "John D. Stoller", is written over a horizontal line.