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

Proceeding	92057838
Party	Defendant World Wrestling Entertainment, Inc.
Correspondence Address	WORLD WRESTLING ENTERTAINMENT INC 1241 EAST MAIN STREET STAMFORD, CT 06902 UNITED STATES
Submission	Motion to Dismiss - Rule 12(b)
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Signature	/Christopher M. Verdini/
Date	10/21/2013
Attachments	Motion_to_Dismiss_Patterson_Petition_to_Cancel_(WWE_Superstars).pdf(8641 bytes) Memo_in_Support_of_Motion_to_Dismiss_Patterson_Cancellation_Action_(WWE_Superstars).pdf(36528 bytes) Verdini_Declaration_in_Support_of_WWE_s_Motion_to_Dismiss_Patterson_Petition_to_Cancel_(WWE_Superstars).pdf(2317474 bytes)

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

ALBERT PATTERSON,)	
)	
Petitioner,)	Cancellation No. 92/057,838
)	
vs.)	Reg. No. 3,871,019
)	
WORLD WRESTLING)	Mark: WWE SUPERSTARS
ENTERTAINMENT, INC.,)	
)	
Registrant.)	
)	

REGISTRANT’S MOTION TO DISMISS

For the reasons set forth in the Memorandum of Law in Support of Registrant’s Motion to Dismiss, which is being filed concurrently herewith and is incorporated herein by reference, Registrant World Wrestling Entertainment, Inc. respectfully moves for an Order dismissing the Petition to Cancel filed by Petitioner Albert Patterson.

Respectfully submitted,

/s/ Christopher M. Verdini
Curtis B. Krasik, Esquire
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Attorneys for Registrant
World Wrestling Entertainment, Inc.

October 21, 2013

CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of October, 2013, a true and correct copy of the foregoing REGISTRANT'S MOTION TO DISMISS was served, via United States Mail, First Class, postage prepaid, upon the Petitioner at the following address of record:

Albert Patterson
3840 N. Sherman Blvd.
Milwaukee, Wisconsin 53206

/s/ Christopher M. Verdini
Attorney for Registrant

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ENTERTAINMENT, INC.,)	
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Registrant.)	
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MEMORANDUM OF LAW IN SUPPORT OF REGISTRANT’S MOTION TO DISMISS

Registrant World Wrestling Entertainment, Inc. (“Registrant” or “WWE”) files this Memorandum of Law in support of its Motion to Dismiss Petitioner Albert Patterson’s (“Patterson”) Petition to Cancel.

I. INTRODUCTION

Patterson’s Petition to Cancel WWE’s WWE SUPERSTARS registration (the “Registration”), is the latest instance of Patterson’s abuse of the legal process to harass WWE. In filing the Petition to Cancel, Patterson has willfully disregarded the prior orders of a federal district court and this Board that conclusively establish he cannot prevent WWE from using the term “Superstars.” He also has violated a binding settlement agreement with WWE in which he agreed that he could not commence any action -- like the filing of the Petition to Cancel -- to attempt to prevent WWE from using the term “Superstars” or “WWE Superstars.”

In addition to violating prior court rulings dispositively rejected the basis for his Petition to Cancel and his own agreement not to file a Petition to Cancel, Patterson’s Petition to Cancel is manifestly deficient on its face, as he supported his claim with *only* the following sentence:

The registered trademarks should be cancelled because of the likelihood of confusion, and the fact that its [sic] misleading to the consumer when searching for one organization another organization comes up.

As is plain from his single averment, Patterson has in no way stated any claim for relief under the Lanham Act. Indeed, Patterson does not assert any of the basic requisites for filing a petition to cancel including, but not limited to, (1) ownership of any marks; (2) priority; or (3) damage resulting from WWE's Registration. As such, the Petition must be dismissed.

In addition, the Board should not grant Patterson leave to file an amended petition because his claims are barred as a matter of law by res judicata and the parties' prior settlement agreement. Over the course of more than fifteen years, Patterson repeatedly has attempted (and failed every time) to prevent WWE from using the phrase "Superstars." As a result of such unsuccessful efforts, Patterson is subject to the following orders and agreements that establish that any attempt to cancel WWE's Registration would be futile:

- A 1993 Consent Order from the District Court for the Eastern District of Wisconsin that expressly states Patterson cannot preclude WWE from using the term "Superstars;"
- A 1999 Order from the Board dismissing Patterson's attempt to cancel WWE's "WWF Superstars" mark because, among other things, the preclusive effect of the 1993 Consent Order; and
- A 2007 Settlement Agreement entered between Patterson and WWE after the District Court for the Eastern District of Wisconsin granted summary judgment in favor of WWE in which Patterson agreed not to again challenge WWE's use of "Superstars."

This Board should not countenance Patterson's abuse of the inter partes procedures established to redress properly supported grievances by granting him the opportunity to press his vendetta against WWE. Accordingly, the Board should dismiss the Petition with prejudice.

II. FACTUAL BACKGROUND

In October 1990, Patterson through his wholly-owned predecessor company, filed a Complaint against WWE (formerly known as Titan Sports, Inc.) in the United States District Court for the Eastern District of Wisconsin alleging unfair competition, trade name and unregistered service mark infringement of SUPERSTAR WRESTLING, SUPERSTARS OF WRESTLING, and SUPERSTARS OF PRO WRESTLING. *See* Ex. 1.¹ Following an initial jury finding for Patterson, the District Court vacated the jury verdict and ordered a new trial. Thereafter, Patterson and WWE, both represented by counsel, negotiated a consent agreement which the parties signed on November 25, 1992 in the presence of the District Court. Ex. 2.² The Court embodied the negotiated settlement in two Orders issued on January 22, 1993 and December 21, 1993 (the “1993 Consent Order”). Exs. 3-4.

The 1993 Consent Order enjoined WWE from using three specific marks, SUPERSTAR WRESTLING, SUPERSTARS OF WRESTLING and SUPERSTARS OF PRO WRESTLING, in connection with wrestling activities in the United States. *Id.* The 1993 Consent Order,

¹ In deciding a motion to dismiss, the Board may consider documents that are properly subjects for judicial notice. *See Caymus Vineyards v. Caymus Med., Inc.*, 107 U.S.P.Q. 2d 1519, 1522 (T.T.A.B. 2013); *see also Wigod v. Well Fargo Bank, N.A.*, 673 F.3d 547, 556 (7th Cir. 2012). It is well-established that a court may take judicial notice of matters of public record, including filings and decisions from other courts. *See, e.g., Papasan v. Allain*, 478 U.S. 265, 268 n.1 (1986) (“Although this case comes to us on a motion to dismiss under Federal Rule of Civil Procedure 12(b), we are not precluded in our review of the complaint from taking notice of items in the public record . . .”); *Sebastian v. U.S.*, 185 F.3d 1368, 1374 (Fed. Cir. 1999) (“In deciding whether to dismiss a complaint under Rule 12(b)(6), the court may consider matters of public record.”); *4901 Corp. v. Town of Cicero*, 220 F.3d 522, 527 n.4 (7th Cir. 2000) (noting that in ruling on a motion to dismiss, court can take judicial notice of state court order settlement agreement attached to motion); *Henson v. CSS Credit Servs.*, 29 F.3d 280, 284 (7th Cir. 1994) (holding that public court documents filed in an earlier state court case were properly considered on a motion to dismiss). To the extent the Board determines that the documents attached hereto are not properly considered on a motion to dismiss, WWE respectfully request the Board treat this filing as a Motion for Summary Judgment. *See* Trademark Rule 2.127(e)(1) (Board can properly convert motion to dismiss to motion for summary judgment before initial disclosures when claim or issue preclusion is raised).

² Although the Settlement Hearing Transcript is dated November 25, 1993, the date is a typographical error as the 1993 Consent Order entered on January 22, 1993 makes reference to the parties’ settlement hearing, and refers to its date as November 25, 1992 and the final page of the transcript is signed on February 9, 1993.

however, expressly ordered that “[t]his judgment does not preclude any party from using the term ‘Superstars.’” *Id.* As reflected in the Settlement Hearing Transcript, Patterson explicitly manifested his understanding and acceptance of the terms of the settlement:

THE COURT: (Reading the agreement into the record) This offer of judgment does not preclude any party from using the term “Superstars.” And it’s signed by Michael, Best & Friedrich by Charles P. Graupner, one of the attorneys for the defendant, and it’s accepted by Albert P. Patterson, and it’s dated November 25, 1992...Mr. Patterson, does this accurately reflect the settlement of this matter?

MR. PATTERSON: Yes, sir.

Ex. 2 at 18-19.

After the entry of the 1993 Consent Order, Patterson engaged in a systematic pattern of abuse, harassment, and malicious prosecution against WWE in violation of the terms of the 1993 Consent Order.³ Among other things, Patterson filed a frivolous Petition to Cancel WWE’s “WWF SUPERSTARS” federal trademark registration (Cancellation No. 92/024,465). The Board correctly dismissed Patterson’s 1995 Petition on the grounds that (1) under the 1993 Consent Order, both parties were permitted to use the term “Superstars;” (2) as a matter of law, there would be no likelihood of confusion between WWF SUPERSTARS and any marks containing the term “Superstars” that Patterson purportedly owned; and (3) as a matter of law, Patterson “can suffer no real damage” from registration of WWF SUPERSTARS. *See* Ex. 5.

Undeterred, Patterson filed another lawsuit in the District Court for the Eastern District of Wisconsin attempting to prevent WWE from using, among other marks, WWF SUPERSTARS and WWE SUPERSTARS. *See Albert Patterson d/b/a World Wrestling Association v. World Wrestling Entertainment, Inc., et. al.*, Case No. 03-c-0374 (E.D. Wisc.). After the District Court granted summary judgment in favor of WWE and dismissed all of Patterson’s claims, the parties

³ For a history of Patterson’s abusive behavior, WWE respectfully refers the Board to WWE’s Motion to Dismiss Patterson’s Petition to Cancel “WWF SUPERSTARS” filed on March 4, 1996 in Cancellation No. 92/024465.

entered into a Settlement Agreement in which Patterson released any and all claims against WWE for, among other things, its use of WWE SUPERSTARS. *See* Ex. 6.

Ignoring the District Court's and the Board's prior rulings and his Settlement Agreement with WWE, on or around September 9, 2013, Patterson filed a wholly unsupported Petition to Cancel WWE's WWE SUPERSTARS registration. Among other deficiencies fatal to the Petition, Patterson does not identify any trademark rights he claims to own or any facts that could establish he has been harmed by WWE's Registration. To the contrary, in the section titled "Mark Cited by Petitioner as Basis for Cancellation," Patterson cites only trademark applications and registrations owned by WWE. Patterson also fails to provide a single factual allegation or piece of evidence to support his conclusory statement that, "[t]he registered trademarks should be cancelled because of the likelihood of confusion, and the fact that its misleading to the consumer when searching for one organization another organization comes up." Indeed, Patterson's entire Petition consists of that one conclusory statement.

III. ARGUMENT

A. Patterson's One Sentence Petition Cannot Survive a Motion to Dismiss

Pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure,⁴ the Board should dismiss a Petition to Cancel when the allegations fail to "meet the standard of 'plausibility.'" *Fitzpatrick v. Sony BMG Music Entm't Inc.*, 86 U.S.P.Q.2d 1216, 1218 (S.D.N.Y. 2008) (citing *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 127 S. Ct. 1955, 1964 (2007)); *see also Caymus Vineyards*, 107 U.S.P.Q.2d at 1521-22 ("claimant must allege well-pleaded factual matter and more than '[t]hreadbare recitals of the elements of a cause of action, supported by mere conclusory statements,' to state a claim plausible on its face.") (quoting *Ashcroft v. Iqbal*, 556

⁴ 37 C.F.R. § 2.116 provides that the "procedure and practice in inter partes proceedings shall be governed by the Federal Rules of Civil Procedure."

U.S. 662, 678 (2009)); *Doyle v. Al Johnsons Swedish Restaurant & Butik, Inc.*, 2012 WL 695211 at *2 (T.T.A.B. 2012). “A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.” *Iqbal*, 556 U.S. at 678 (quoting *Twombly*, 550 U.S. at 556); *see also Corporation Habanos, S.A. and Empresa Cubana del Tabaco v. Rodriguez*, 2011 WL 3871952 at *1 (T.T.A.B. 2011) (Cancellation No. 92052146) (“In the context of cancellation proceedings before the Board, a claim is plausible on its face when the petitioner pleads factual content that if proved, would allow the Board to conclude, or draw a reasonable inference that, the petitioner has standing and that a valid ground for cancellation exists”). The pleading standard “demands more than an unadorned, the-defendant-unlawfully-harmed me accusation.” *Iqbal*, 556 U.S. at 678 (citing *Twombly*, 550 U.S. at 555); *see also Law Offices of Curtis V. Trinko, L.L.P. v. Bell Atlantic Corp.*, 309 F.3d 71, 74 (2d Cir. 2002) (“bald assertions and conclusions of law will not suffice.”).

Patterson undoubtedly has not met this standard here as he fails to plead any facts that could establish the two basic requirements of a Petition to Cancel: (1) standing, and (2) valid grounds under the Lanham Act as to why the registration should not continue to be registered. 37 C.F.R. § 2.112(a); *Caymus Vineyards*, 107 U.S.P.Q.2d at 1521-22; *see also* 3 McCarthy on Trademarks and Unfair Competition § 20:41 (4th ed.) (“McCarthy”); *Cunningham v. Laser Golf Corp.*, 222 F.3d 943, 945 (Fed. Cir. 2000) (quoting and approving two-part test set forth in McCarthy).

With respect to standing, a petitioner must plead and ultimately prove facts sufficient to show it has a real commercial interest in its own marks and a reasonable basis to assert that it is being damaged by the registration. *Ritchie v. Simpson*, 170 F.3d 1092, 1095-99 (Fed. Cir. 1999);

Doyle, 2012 WL 695211 at *2-3; *McDermott v. San Francisco Women’s Motorcycle Contingent*, 2006 WL 2682345 at *2-6 (T.T.A.B. 2006). Patterson has not and cannot plead such facts.

Patterson does not even identify any marks that he purportedly owns, let alone sufficient facts to show he has a commercial interest in any such marks. Even if Patterson could assert such facts, Patterson is precluded from arguing that he could be damaged by WWE’s registration. As this Board expressly found when Patterson tried to cancel WWE’s WWF SUPERSTARS registration:

[A]s a matter of law, . . . [Patterson] can suffer no real damage from defendant’s [WWE] registration of WWF SUPERSTARS. The district court has held each party entitled to use “Superstars.” Defendant’s coupling of the acronym WWF with “Superstars” and registration of the resulting composite with a disclaimer of “Superstars” cannot be the source of damage to plaintiff [Patterson], in view of its pleaded marks.

Ex. 5 at 9. The Board’s conclusion holds with equal force here as WWE’s Registration is for WWF SUPERSTARS and it has disclaimed the term “Superstars.”⁵ Thus, Patterson cannot assert facts sufficient to show he has standing.

Patterson also fails to assert sufficient facts that would make the substantive grounds for cancellation “plausible.” Patterson’s only statement in support of his Petition is that “the registered trademarks should be cancelled because of the likelihood of confusion, and the fact that its misleading to the consumer when searching for one organization another organization comes up.” On its face, this statement is an unsupported legal conclusion that is entitled to no weight. *Iqbal*, 556 U.S. at 678-81 (dismissing complaint because allegations “amount to nothing more than a ‘formulaic recitation of the elements’” and such legal conclusions “are not entitled

⁵ The difference between the WWE mark at issue in the 1995 Cancellation action and the Registration here does not change the Board’s analysis. Just as WWF was an acronym for “World Wrestling Federation” (WWE’s prior business name), WWE is the acronym for “World Wrestling Entertainment,” which is WWE’s current business name.

to the assumption of truth”). Furthermore, Patterson’s statement does not even identify the marks that are supposedly likely to be confused or what “search[es]” are misleading to the unidentified “consumers.” Even if Patterson had provided this most basic information, Patterson’s Petition could not survive a Motion to Dismiss because WWE’s use and registration of WWE SUPERSTARS cannot be grounds for a likelihood of confusion claim pursuant to the 1993 Consent Order and the 1999 decision of this Board.

B. The Board Should Dismiss Patterson’s Petition With Prejudice and Without Leave to Amend

Patterson’s attempt to cancel the WWE Registration is futile because it is barred by the doctrine of res judicata and the express terms of the parties’ 2007 Settlement Agreement. Thus, the Board not only should dismiss Patterson’s Petition but should do so with prejudice and without leave to amend. *Humanetics Corp. v. Neways, Inc.*, 2003 WL 22022072 at *2-3 (T.T.A.B. 2003) (denying motion for leave to amend pleading because “[a]llowing the amendment would be futile”)

Res judicata is intended to protect a party from “being dragged into court time and time again by the same opponent on the same cause of action.” *Lee v. Village of River Forest*, 936 F.2d 976, 981 (7th Cir. 1991) (citing *Magnus Electronics, Inc. v. La Republica Argentina*, 830 F.2d 1396, 1403 (7th Cir. 1987)). This case is the quintessential example of when the Board should apply res judicata to protect WWE from Patterson’s abuse of the legal process. Patterson has attempted over and over again to prevent WWE from using its corporate acronym (“WWE” or “WWF”) in combination with “Superstars” and every time Patterson’s attempts have failed.

The 1993 Consent Order expressly precludes Patterson from attempting to prevent WWE from using the term “Superstars.” Thus, by judicial decree embodying the parties’ intent, WWE’s use of “Superstars” in its Registration is *prima facie* authorized. Furthermore, because

any party can use the term “Superstars,” no party can claim the exclusive right to use the mark SUPERSTARS by itself. WWE properly makes no claim to exclusive use of the word “Superstars” apart from the WWE SUPERSTARS mark. Indeed, this Board already dismissed Patterson attempt to cancel WWE’s nearly identical WWF SUPERSTARS mark on the basis of the 1993 Consent Order. Under these circumstances, res judicata must apply and would make any amended petition to cancel WWE’s Registration futile. *Chandler v. U.S.*, 31 Fed. Cl. 106, 110 (1994) (denying plaintiff’s motion to amend because all of the claims are “either barred by res judicata or are otherwise without merit” and “amending the complaint would be futile”); *D-Beam v. Roller Derby Skate Corp.*, 316 Fed. Appx. 966, 968-69 (Fed. Cir. 2008) (holding “district court did not abuse its discretion in denying leave to amend the complaint” because “claims are futile on the grounds of res judicata”).

Patterson also is precluded by contract from attempting to cancel WWE’s WWE SUPERSTARS mark. In 2003, Patterson filed an ill-conceived action to prevent WWE from using several of its trademarks, including WWE SUPERSTARS. The District Court granted WWE summary judgment on all of Patterson’s claims and also awarded WWE \$51,308.47 in attorneys’ fees and costs resulting from Patterson’s litigation misconduct. *See Albert Patterson d/b/a World Wrestling Association v. World Wrestling Entertainment, Inc., et. al.*, Case No. 03-c-0374 (E.D. Wisc.) at Dkt. 135, Dkt. 150. To settle the outstanding matters between the parties and contractually obligate Patterson to refrain from filing frivolous actions against WWE relating to its use of “Superstars,” the parties entered into a Settlement Agreement in 2007. *See Ex. 6.* Pursuant to the Settlement Agreement, Patterson waived all appellate rights to challenge the District Court’s summary judgment decision and released all claims against WWE, including those claims that were raised in the 2003 District Court action. *See id.* at Paragraphs 3, 6.

Because the plain terms of the Settlement Agreement preclude Patterson from filing a Petition to Cancel WWE's Registration, Patterson's claims, even if amended, would be futile. Accordingly, the Board should dismiss this Petition with prejudice and without leave to amend.

IV. CONCLUSION

For the foregoing reasons, WWE respectfully requests that the Board dismiss the Petition to Cancel with prejudice and without leave to amend.

Respectfully submitted,

/s/ Christopher M. Verdini
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(412) 355-6500 (Telephone)
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Attorneys for Registrant
World Wrestling Entertainment, Inc.

October 21, 2013

CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of October, 2013, a true and correct copy of the foregoing MEMORANDUM OF LAW IN SUPPORT OF REGISTRANT'S MOTION TO DISMISS was served, via United States Mail, First Class, postage prepaid, upon the Petitioner at the following address of record:

Albert Patterson
3840 N. Sherman Blvd.
Milwaukee, Wisconsin 53206

/s/ Christopher M. Verdini
Attorney for Registrant

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

ALBERT PATTERSON,)	
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Petitioner,)	Cancellation No. 92/057,838
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vs.)	Reg. No. 3,871,019
)	
WORLD WRESTLING)	Mark: WWE SUPERSTARS
ENTERTAINMENT, INC.,)	
)	
Registrant.)	
)	

DECLARATION OF CHRISTOPHER M. VERDINI, ESQ. IN SUPPORT OF
REGISTRANT’S MOTION TO DISMISS

I, Christopher M. Verdini, hereby declare:

1. I am a member of the Bar of the Commonwealth of Pennsylvania and a partner of the firm of K&L Gates LLP, counsel for Registrant, World Wrestling Entertainment, Inc., in this matter. The matters stated in this declaration are true to the best of my knowledge.

2. Attached as Exhibit 1 hereto is a true and correct copy of the complaint filed on October 9, 1990 by Petitioner, Albert Patterson, through his wholly-owned predecessor company, against WWE (formerly known as Titan Sports, Inc.) in the United States District Court for the Eastern District of Wisconsin, captioned *United Wrestling Association, Inc., d.b.a. U.W.A. Superstar Wrestling v. Titan Sports, Inc.*, Case No. 90-C-0991 (the “1990 Action”).

3. Attached as Exhibit 2 hereto is a true and correct copy of the transcript of the November 25, 1992 Settlement Hearing held in the 1990 Action.

4. Attached as Exhibit 3 hereto is a true and correct copy of the Judgment Order entered in the 1990 Action by the Court on January 22, 1993.

5. Attached as Exhibit 4 hereto is a true and correct copy of the Amended Judgment Order entered in the 1990 Action by the Court on December 21, 1993.

6. Attached as Exhibit 5 hereto is a true and correct copy of the Board's August 12, 1999 Order dismissing Mr. Patterson's Petition to Cancel WWE's "WWF SUPERSTARS" mark in Cancellation No. 24,465.

7. Attached as Exhibit 6 hereto is a true and correct copy of the June 2007 Settlement Agreement entered into by and between, among others, WWE and Mr. Patterson.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this declaration was executed on October 21, 2013.

/s/ Christopher M. Verdini

CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of October, 2013, a true and correct copy of the foregoing DECLARATION OF CHRISTOPHER M. VERDINI, ESQ. IN SUPPORT OF REGISTRANT'S MOTION TO DISMISS was served, via United States Mail, First Class, postage prepaid, upon the Petitioner at the following address of record:

Albert Patterson
3840 N. Sherman Blvd.
Milwaukee, Wisconsin 53206

/s/ Christopher M. Verdini
Attorney for Registrant

EXHIBIT 1

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

UNITED WRESTLING ASSOCIATION, INC.)
d.b.a. U.W.A. SUPERSTAR WRESTLING)
Plaintiff,)
v.)
TITAN SPORTS, INC.)
Defendant.)

COMPLAINT

Civil Action
NO.

90-C-0991

Jury Trial Demanded

Judge Curran

COUNT ONE

I

This is an action for unfair competition, and trade name and service mark infringement of the plaintiff's names and marks SUPERSTAR WRESTLING, SUPERSTARS OF WRESTLING, and SUPERSTARS OF PRO WRESTLING. It arises under the laws of the United States including the Federal Trade Mark Act of 1946, § 1051 et. seq. of Title 15 of the United States Code, and the Laws of the State of Wisconsin relating to unfair competition and to trade name, trade mark and service mark infringement. The matter in controversy exceeds the sum or value of \$50,000, exclusive of interest or costs, arises under the laws of The United States and the State of Wisconsin, and is between citizens of different states.

II

The court has jurisdiction over the subject matter and the parties under §§1121 and 1125(a) of Title 15 of the United States Code as well as the provisions of §§1113(a), 1332(a) and (c), 1337(a) and (c), 1338(a) and (b) of Title 28 of the United States Code.

III

United Wrestling Association, Inc. is a corporation duly organized and existing under the laws of the State of Wisconsin having its principle place of business at 1503 West Center Street, Milwaukee, Wisconsin.

IV

Defendant Titan Sports, Inc. is and at all times mentioned has been a corporation organized and existing under the laws of the state of Massachusetts and has its principle place of business in Stamford, Connecticut. Venue as to this defendant and to each count in this complaint lies within the district as provided by §§1391(b)(c) of Title 28 of The United States Code.

V

The court has jurisdiction over the unfair competition claims here and under the provisions of 28 U.S.C. § 1338(b) in that said claims are joined with the substantial and related claim under the trademark laws of The United States, 15 U.S.C.S. §1051 et seq.

VI

Plaintiff adopted the marks SUPERSTAR WRESTLING, SUPERSTARS OF WRESTLING and SUPERSTARS OF PRO WRESTLING on or about October 16, 1979 and has used the mark in Interstate Commerce in the sale, advertising and promotion of entertainment, services - namely, promotion, production and exhibition of professional wrestling matches.

VII

As an independent claim for relief, plaintiff alleges unfair competition by defendants under 15 U.S.C. §1125(a) and at common law. This court has jurisdiction over the subject matters and the parties to this action under §1332(a)(c) and §1338(b) of Title 28 of United States Code. Since 1979 plaintiff has used and its related and affiliated companies have used and are using the trade names and service marks SUPERSTAR WRESTLING, SUPERSTARS OF WRESTLING and SUPERSTARS OF PRO WRESTLING.

VIII

By virtue of substantial advertising, promotion of its business, and entertainment service sales under the mark "Superstar Wrestling", and plaintiff's maintenance of high quality standards relating to such services, the name and mark have become known by the public as indicating a source or origin of these services in plaintiff and its related or affiliated companies.

IX

Attached as plaintiff's exhibits A through E are examples of plaintiff's advertising and promotional activities in conjunction with the service marks SUPERSTAR WRESTLING, SUPERSTARS OF WRESTLING and SUPERSTARS OF PRO WRESTLING.

X

The plaintiff believes and upon such belief alleges that in / 1986 the defendant adopted and commenced use of the designation "Superstars of Wrestling" with the intention of competing unfairly with plaintiff. Defendant has misappropriated the name "Superstars

of Wrestling" by advertising in the manner and form shown in exhibits F through P attached hereto and incorporated by reference. Since adoption of the name and mark "Superstars of Wrestling" by defendant, public confusion has arisen and is likely to continue as to the source, origin or sponsorship of defendant's entertainment and promotional service business.

XI

The plaintiff is informed and believes, and upon such information and belief alleges, that defendant had actual knowledge of plaintiff's ownership of the trade name and service marks SUPERSTAR WRESTLING, SUPERSTARS OF WRESTLING and SUPERSTARS OF PRO WRESTLING prior to the first adoption or use by defendant of such trade name or service mark.

XII

Defendant has neither sought nor obtained permission of plaintiff or any of plaintiff's affiliates or related companies to use "Superstars of Wrestling" in connection with defendant's business.

COUNT TWO

Federal Unfair Competition

XIII

Plaintiff hereby realleges, as fully set forth, the allegations of paragraphs I through XII, inclusive of Count One herein.

XIV

Continually since on or about October, 1979, plaintiff has used the mark SUPERSTAR WRESTLING to identify its services and to distinguish them from those produced, disseminated and sold by others, by, among other things, prominently displaying the marks SUPERSTAR WRESTLING, et al., in association with advertising the services and on displays associated with the services. In addition, plaintiff has prominently displayed said mark in store fronts, periodic advertising, radio and television advertising and by other means common to the pertinent trade.

XV

Said services and advertisements have been performed and distributed in the trade area where defendant is doing business.

XVI

As result of said sales and advertising by plaintiff under said mark, said mark has developed and possesses a secondary and distinctive trademark meaning to purchasers of such services. Said mark has come to indicate to said purchasers entertainment services originating with the plaintiff.

XVII

As a result of this said association by purchasers of the marks SUPERSTAR WRESTLING, SUPERSTARS OF WRESTLING and SUPERSTARS OF PRO WRESTLING with plaintiff, defendant's said use of the mark and name "Superstars of Wrestling" constitutes the use of false designation of origin, or a false representation, wrongfully and falsely designates defendant's services as originating from or

connected with plaintiff, and constitutes utilizing false descriptions or representations in interstate commerce.

XVIII

Defendant's said acts are in violation of 15 U.S.C. §1125 (a).

COUNT THREE

XIX

As the third ground for relief, plaintiff repeats and realleges paragraphs I through XII of Count One and paragraphs XIV through XVI of Count Two herein.

XX

Client devised and adopted a unique method of advertising whereby he would select and promote a collection of individual wrestlers - each possessing a unique persona. Plaintiff's promotional point of performance displays and advertisements were consistent in their composition - consisting of a montage of photographs of individual "performers" who in turn conveyed their unique individual persona's by their stage names, appearance and manner of dress - all under the rubric of SUPERSTAR WRESTLING, SUPERSTARS OF WRESTLING, and SUPERSTARS OF PRO WRESTLING. Attached as Exhibits A through E and Q through S are examples of plaintiff's advertisements which are illustrative of this methodology.

XXI

Utilizing this advertising scheme, plaintiff developed a proprietary method of doing business and built a reputation in the industry and to the consuming public.

XXII

Defendant later adopted and used an advertising scheme which is strikingly similar to plaintiff's. Attached as Exhibits F and H and Exhibits Q through S are examples of defendant's promotional posters which demonstrate the similarity between plaintiff's and defendant's methods of advertising.

XXIII

As result of defendant's misappropriation of plaintiff's methods of advertising, plaintiff was severely inhibited in his efforts to build his entertainment business.

XXIV

By virtue of defendant's acts, here and above pleaded, defendant has engaged in unfair competition with plaintiff

COUNT FOUR

State Trademark Infringement

XXV

As a complete and independent ground for relief, plaintiff repeats and alleges paragraphs I through XII of Count One and paragraphs XIV through XVI of Count Two.

XXVI

On March 6, 1980, plaintiff applied for registration of the mark U.W.A. SUPERSTAR WRESTLING in the State of Wisconsin and on

this same date the Wisconsin Secretary of State issued plaintiff a certificate of registration number 28974. A copy of said registration is attached hereto as this Exhibit P and incorporated by reference.

XXVII

As a result of the long experience and care and skill of the plaintiff in producing, promoting and selling its services, it has established a reputation for excellence.

XXVIII

Notwithstanding said use and registration by plaintiff of said service mark, the defendant, willfully disregarding plaintiff's rights, on or about 1987 began to promote and offer for sale in the state of Wisconsin services similar to plaintiff's under a mark similar to plaintiff's service mark - namely, " Superstars of Wrestling".

XXVIX

Defendants acts, here and above pleaded, have caused and there exists a likelihood of injury to plaintiff's business reputation and constitutes unlawful duplication reproduction and or infringement under Wis Stat §132.01 et seq.

PRAYER FOR RELIEF

Wherefore plaintiff prays:

- I. That defendant, its officers, agents, servants, employees, attorneys and all those persons in active concert or participation with it, be enjoined from indirectly or indirectly from using the words SUPERSTAR WRESTLING or any other mark, word or name similar to plaintiff's mark which is likely to cause confusion and continuing any and all acts of unfair competition as here and alleged.

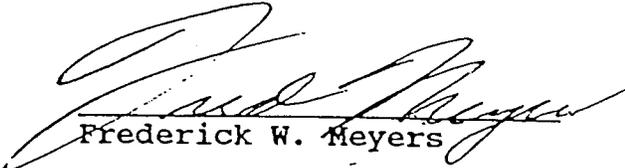
- II. That defendant be required to account to plaintiff for any and all profits derived by defendant from the sale of its entertainment services, royalties from the sale of goods and services bearing the mark under license from the defendant, and for all damages sustained by plaintiff by reasons of said acts of infringement and unfair competition complained of herein.

- III. That defendant be required to deliver up and destroy all devices, literature, advertising and other materials bearing the infringing designation.

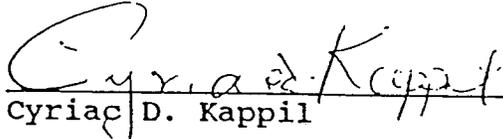
IV. That costs in this action be awarded plaintiff.

V. That the court award such other and further relief as it shall just.


Charles Drake Boutwell


Frederick W. Meyers

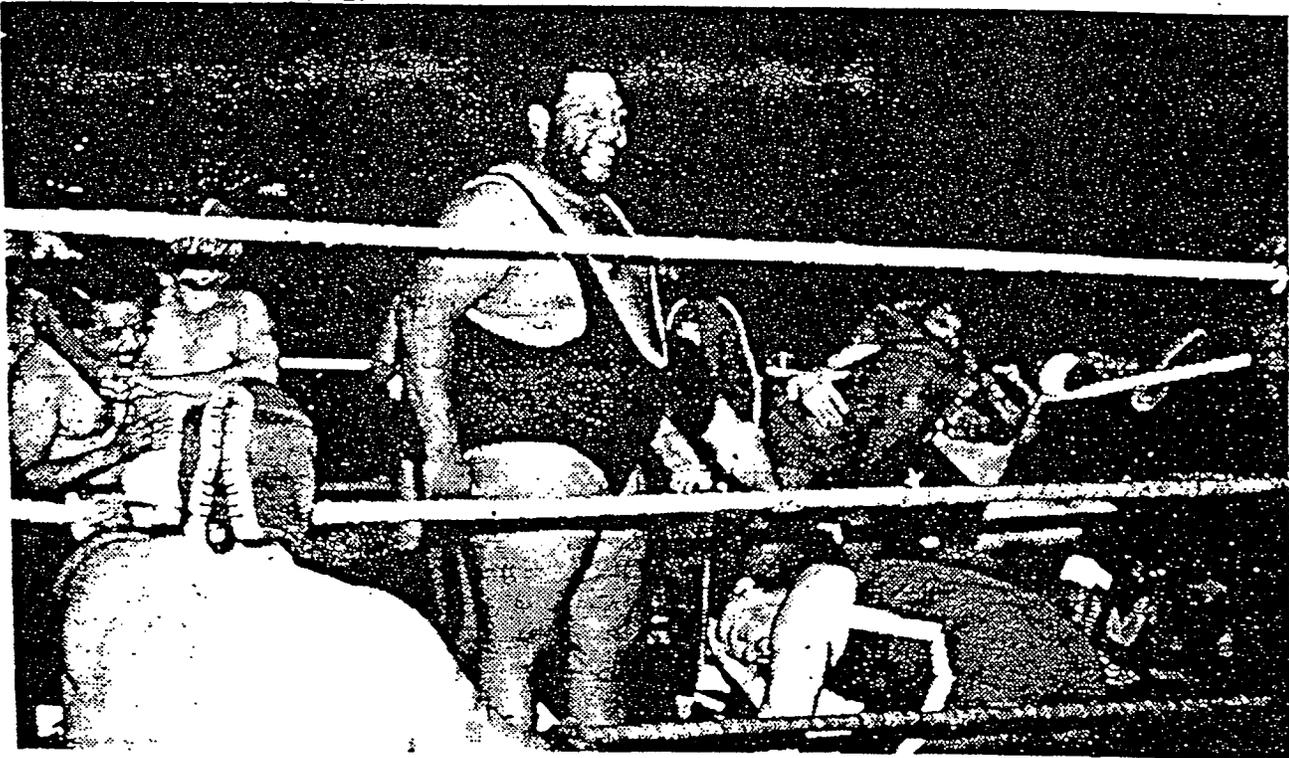
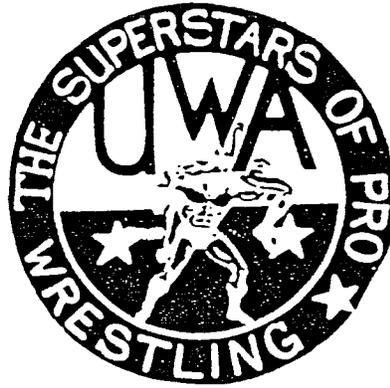
McBride Baker & Coles
500 West Madison Street, 40th Floor
Chicago Illinois 60606
(312) 715-5700


Cyriac D. Kappil

Cyriac D. Kappil
Attorney-At-Law
140 South Dearborn Street
Suite 1606
Chicago, Illinois 60603
(312) 372-0468


Phillip Mann

Reinhart Boerner Van Deuren
Norris and Reiselback, S.C.
111 East Wisconsin Avenue
Milwaukee, Wisconsin 53202
(414) 271-1190



MILWAUKEE COMMUNI

September 17, 1980

IT WAS SUPER STAR WRESTLING LAST SATURDAY AT THE AUDITORIUM, AS KING KONG PATTERSON UWA CHAMPION started with fury after he had hurled one wrestler out of the ring and given another an exceedrin headache, in a 20 man battle royal main event with \$20,000 going to the winners. (Photo by Harry Kemp)

PLAINTIFF'S
EXHIBIT
A
ALLSTATE LEGAL SUPPLY CO.



SUPERIOR WRESTLING
UNITED WRESTLING ASSOCIATION, INC.
 2448 NORTH 14TH ST.
 MILWAUKEE, WIS. 53206

Wrestlers Bob Randy Ronnie
 Oct. 7 1980 12-2 13
 750

IC W. Wrestling & Angelo Poffo \$200.⁰⁰
 Two Hundred and no/100 DOLLARS

W FIRST WISCONSIN • MILWAUKEE
 FIRST WISCONSIN NATIONAL BANK OF MILWAUKEE

Wrestlers Bob Randy & Ronnie Albert Patterson
 @000580 @1:0750000221: 2479 650 @0000020000

later you're glad you didn't say anything. I have to look ahead to the future now."
 The future is keeping Willie (Fly) Reed starry-eyed, but he still likes to revel in the past. Although his opponent may not remember, there was a night last summer that Reed, now one year out of the University of Wisconsin—Superior, will never forget.
 Willie Reed, too
 Reed recalled a game in which he guarded Magic Johnson and scored 40 points, while holding Johnson to 30. No records could back up his claim, and Reed mentioned nothing about how many assists Johnson had.
 Before the start of the summer league season, Reed was playing wingback in the exhibition season for the Calgary Stampeders of the Canadian Football League. He said he asked for his release to play basketball.
 Reed wasn't the only one in the league from Wisconsin who left a job behind to pursue a basketball dream. Larry Pikes, formerly of the University of Wisconsin—Milwaukee, gave up a job as a sales manager to play in the summer league.
 "I've talked to various scouts and they speak very highly of me," said Pikes. "You just have to get your foot in the door. If I don't make it, I'll still have a beautiful life. Being a sales manager beats working on a line, but it's not the NBA."

Cards' Hart too much for Bears

AP and UPI
 Jim Hart completed 15 of 26 passes for 258 yards and one touchdown Saturday night to lead the St. Louis Cardinals to a 21-13 victory over the Chicago Bears in a National Football League exhibition season finale.
 The victory gave the Cardinals a 2-2 record in exhibition games. The Bears finished with a 1-3 record including three successive defeats.
 In other NFL games, the New York Jets defeated the New York Giants in East Rutherford, N.J., 22-7; the Detroit Lions defeated the Cincinnati Bengals in Cincinnati, 15-10; the Pittsburgh Steelers defeated the Dallas Cowboys in Irving, Texas, 31-10; the Oakland Raiders defeated the Philadelphia Eagles in Oakland, 24-23, and the Minnesota Vikings defeated the Cleveland Browns in Bloomington, Minn., 35-16.
 In the Cardinals' victory, running back Otis Anderson scored on touchdown runs from the one-yard line and then the eight-yard line to help give the Cardinals a 14-3 lead at the half.
 Chicago cut the Cardinals' lead to 14-10 early in the third quarter on a 10-yard touchdown pass from Vince Evans to Kris Haines, but the Cardinals came right back with a 64-yard touchdown drive, which included passes from Hart for 26 yards to Wayne Morris and 29 yards to Mark Bell and was capped by a one-yard touchdown pass to Unug Marsh.
 In the Jets' victory, quarterback Richard Todd threw four touchdown passes, including a 90-yarder to rookie Johnny (Lam) Jones. Todd, who completed 10 of 15 passes for 216 yards, threw three scoring passes in the first half to give the Jets a 19-7 lead at the half.
 In the Lions' victory, rookie Ed Murray kicked field goals from 49, 34, 51, 30 and 27 yards out to

provide all of Detroit's 15 points.
 In the Steelers' victory, Terry Bradshaw threw one touchdown pass and set up another score.
 In the Raiders' victory, Jim Plunkett fired a winning 14-yard touchdown pass to Derrick Ramsey with four seconds left.
 In the Vikings' victory, Tommy Kramer threw two touchdown passes and Keith Nord returned a pass interception 48 yards for a score.

Area teams win in rugby

The West Side Harlequins and the Milwaukee Rugby Club advanced Saturday to the semifinals of the Schlitz Invitational rugby tournament at Uihlein Field.
 The Harlequins beat the Fox Valley Maoris, 13-12, and the Indy Reds, 16-14, Saturday and will play the Minneapolis Rugby Club in one semifinal game today. The Milwaukee Rugby Club beat Charleston (S.C.) Rugby Club, 31-6, and will play the defending champion, the Church Street Barbarians of Oxford, Ohio.

PINKY'S BOWL
 2718 W. Oklahoma
 383-3131

WOMEN
 Mon. 8:00 P.M. 775
 Mon. 8:30 P.M. 800
 Wed. 8:00 P.M. 775
 Wed. 12:30 A.M. 3 men/2 women
 Fri. 8:30 P.M. 800

WOMEN
 Tues. 8:00 P.M. ... 3 women teams
 475
 Thurs. 8:00 P.M. ... 4 women teams
 750
 Fri. 8:00 P.M. 725 for
 Mon. & Wed. RR. 8:30 A.M.

COUPLE BOYS
 Sun. 4:00 P.M. One 1 woman
 Sun. 8:30 P.M. Every week
 Sun. 8:30 P.M. Alternating
 Fri. 8:00 P.M. Every week
 Seniors 1:00 P.M. Thurs

ADVENTURES UNLIMITED

- Rock Climbing
- Backpacking
- Camping

INSTRUCTION AND SALES
 Beginner Rock Climbing Courses

- Expert Staff
- All Equipment Provided
- Weekends

Classes Filling
 Call or Write:
Adventures Unlimited
 P.O. Box 09295, Milwaukee, WI 53209
 448-6602

 ★ ★ SUPER STAR ★ ★
WRESTLING
 MILWAUKEE AUDITORIUM
 SAT. - SEPT. 6 7:00 P.M.
 MAIN EVENT - N MAN BATTLE ROYAL
\$20,000 PURSE TO THE WINNER
 SPECIAL REFERENCE - G.C. WHITE WWA
 SECOND MAIN EVENT - DOUBLE TITLE MATCH
RANDY SAVAGE - WWC Champion vs
KING KONG PATTERSON - WWA Champion
 THIRD MAIN EVENT
BOB ORTON, JR. vs. RONNIE GARVIN
 FOURTH MAIN EVENT
JEFF MAY vs. SUPERSTAR BERRY - O
INDIAN PETE vs. DON KNOX NIKON
 Bad Brak Lock vs. The Mexican Champ
 PLUS THREE OTHER BIG BOUTS
 PRICES: \$4.00 - \$6.00 - \$8.00
 Tickets at Home Office & Pen Office
 NOW ON SALE AT AUDITORIUM BOX OFFICE
 and Advance Footing
 WATCH WITH STAR WRESTLING ON CHANNEL 8

BUNNY BADGER SAYS:
 Hot weather is here now!
 Have your transmission serviced with our transmission tune-up special

TRANSMISSION \$7
TUNE-UP Special Only

Includes: Change transmission fluid, Clean 50 mm. Filter, Fan Clutch, 3-Speed Band and Leverage Band Test (if the additional 6 months)

- One Day Service
- Free Road Test
- Rental Car
- Budget Terms

(on approved credit)

NORTH
 8617 N.
 Teutonia
 351-2500

SOUTH
 Open Tues. & Thurs. Evenings
 Hwy. 100 A
 Oklahoma
 541-4800

BADGER TRANSMISSIONS

PLAINTIFF'S EXHIBIT
 B

1980

The 'Superstars of Wrestling' Can Only Be Found in The UWA

<p>AMERICA'S FOODLAND 1401 West Center Street • • 264-0311 • •</p> <p>Open: 8:30 - 7:30 Sun: 8:00 - 2:00</p> <p><i>Big Enough To Serve You Small Enough To Care For You</i></p> <p>WRESTLING TICKETS ON SALE HERE</p>	<p>INSURANCE LOW RATES All Driving Risks Acceptable</p> <p>Dennis Burns</p> <p>KIRCHEN INC. 352-5750</p>
--	--

U.W.A. SUPER STAR WRESTLING WANTS YOU.

Athletes of Milwaukee:
Have You Ever Wanted To Wrestle Professionally?
Tryouts: For U.W.A. Superstar Wrestling now being held.

For information call

372-8978

A future in PRO SPORTS awaits you.



1983

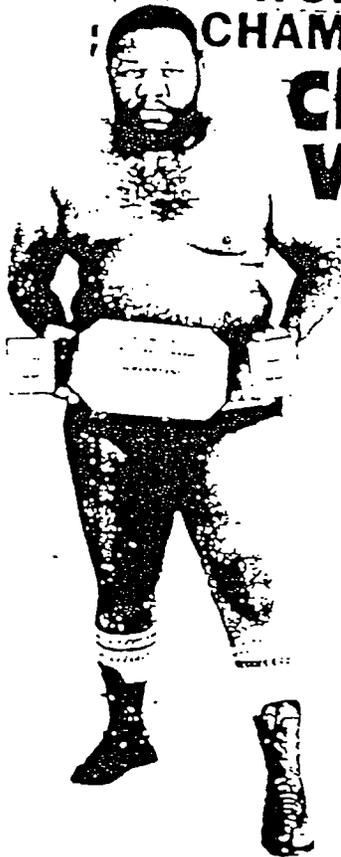
*** SUPER STAR *

United Wrestling Association Inc
(U W A)
The Major League of
Professional Wrestling

Wrestling

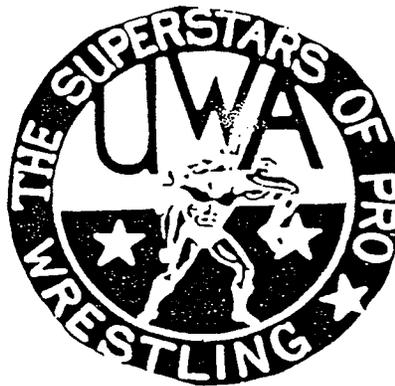
* * *
WORLD HEAVYWEIGHT
CHAMPIONSHIP MATCH

**Challenger
WILD MAN**



vs.

KING KONG



THE MAJOR LEAGUE OF PROFESSIONAL WRESTLING

**PLAINTIFF'S
EXHIBIT**

D

ALL-STATE LEGAL SUPPLY CO.

Linnwood (one block sou.
cept Mondays.

Kenwood, on Downer) Center open

964-6640

1985-86 are Darrell Wilde, presi-
t; Sally Wells, vice president;
aid Witkowiak, secretary; and
Council of Visitors Delegates Carl
Gee and Mark Vetter. There are
also ex-officio members; Frank
Cassel, chair of the University
Committee and the president of
the UWM Student Association.
Judith Hestoft, director of

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regents, the Syc
the Chancellor
initiative, is to go
into specific
reports and record
the regents, Syc
Chancellor.

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Assistant Chen
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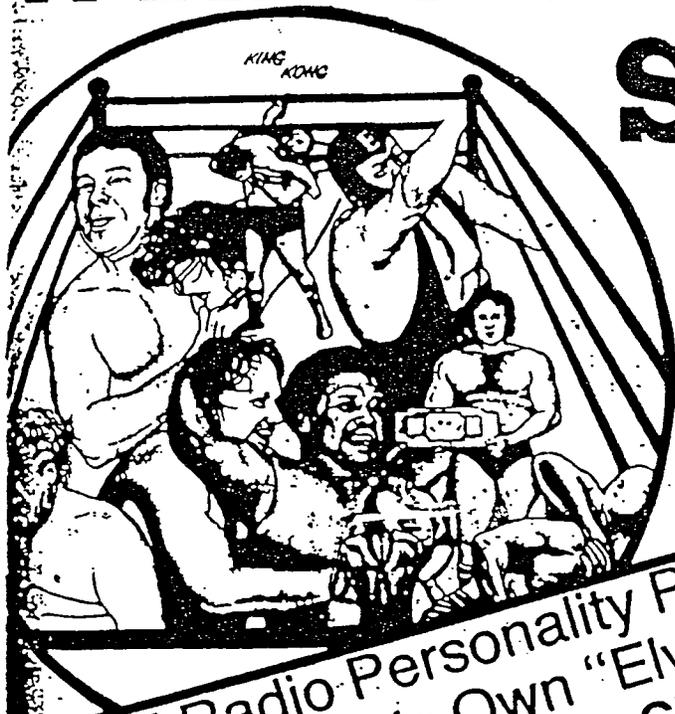
support of alm
greater Milwaukee

Commenting on
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provided fundin
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and retention of
disadvantaged
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student programs

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UWM. Issues d
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UWM on the gr
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System faculty
Industry relation

Dream On Film Society and WORLD SUPERSTAR WRESTLING SHOW



Union Ballroom
HALLOWEEN NIGHT
Thursday, Oct. 31st

Hosted By

WMSE Radio Personality Pete Christensen
and Milwaukee's Own "Elvira" Look-A-Like
8-9 p.m. : Prize Given For

"Come Dressed As Your Favorite Wrestler Contest"
Wrestling Starts at 9:00 p.m.
Students \$6.00 General \$8.00

Advance Tickets at U.W.M. Union Bookstore & Dream on Film events
For More
Info: Call 963-6569
Clip this AD for
\$2 off regular admission

TAN
RUNAWAY
IN N

Peace Corps
unteers are n
countries to c
encroaching
Peace Corps
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broad range
techniques. Y
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decisions for
you would be
starting post
United States
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agencies val
Corps exper
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Corps Volun
staff at most
Forest Servc

25 years of P
The toughest

PLAINTIFF'S
EXHIBIT
E
ALL-STATE LEGAL SUPPLY CO.

Exhibit ①⑥

UNIVERSITY OF WISCONSIN-MILWAUKEE
ENTERTAINMENT CONTRACT

THIS CONTRACT for the personal services of performers on the engagement described below is made this 10th day of October, 1985 between the undersigned purchaser of entertainment (herein called "Purchaser") and the undersigned performer or performers (herein called "Artist", even though there may be more than one person).

- Nature of Services World Superstar Wrestling Show
- Date Oct. 31, 1985 Time 3pm - 11:30pm Length 2 - 2 1/2 hours
Number and length of sets 20 min. (approx) Breaks not to exceed 10 minutes.
- Place UWM Union Ballroom, 2200 E. Kenwood Blvd.
- Payment will be in form of a check issued by the State of Wisconsin and will be payable to Al Patterson Productions
- Time of payment Oct. 31, 1985 (No advance payments or deposits will be made.)
11:45pm
- Amount payable is:

Services	<u>\$1500.⁰⁰</u>
Lodging	<u> </u>
Meals	<u> </u>
Transportation	<u> </u>
Other	<u> </u>
TOTAL	<u>\$1500.⁰⁰</u>

also: "Teaser" from
12 noon - 1pm day
of show - Union
Concourse

Nonresident entertainers and public speakers are required to file a bond or place a security deposit with the Wisconsin Department of Revenue at least two days prior to the date of performance to assure payment of state income taxes if income earned from performances in Wisconsin will exceed \$3200.

If the nonresident entertainer or public speaker does not show proof to the University that such bond or security deposit was filed with the Wisconsin Department of Revenue, state law provides that the University shall deduct 6% of the total performance contract price and remit said amount as withheld for state income tax purposes.

- If payment is to be made to an individual, the following information must be supplied:

Stage Name	<u> </u>
Legal Name	<u>Al Patterson</u>
Social Security Number	<u>410-96-0773</u>
Permanent Address	<u>2447 N. 14th St.</u> <u>Milwaukee, WI 53206</u> <u>414-372-9376</u>

- Contact person at UW-Milwaukee is Steven Durkin #6569
- Arrangements for services are through Dream On Film Society
P.O. Box 413/Union Box 262
Milwaukee, WI 53201
414-963-6569

Al Patterson
Artist's name is Al Patterson
my business card says Al Patterson

Albert P. Patterson



10. The attached Additional Conditions on (Paragraphs A-5) are part of this agreement.

IN WITNESS WHEREOF, the parties have caused this contract to be signed on this
10th day of October, 1985

For: The Board of Regents of the
University of Wisconsin System,
The University of Wisconsin-Milwaukee
P.O. Box 777, Milwaukee, Wisconsin 53201

Artist Al Patterson
Signature _____
Title show manager
Address 2448 N. 14th St., Milwaukee, WI
Date 10-10-85

By: Al Patterson Date: 10/10

UNIVERSITY OF WISCONSIN **MILWAUKEE**

PO Box 413
Milwaukee, WI 53201

UWM

Jacqueline A. Scutti
Conferences & Reservations
Assistant Manager

UWM Union
Union W341

414 229-6824

**PLAINTIFF'S
EXHIBIT**
E
ALL-STATE LEGAL SUPPLY CO.

INVOICE FROM UWM UNION

UWM Union Accounting Office
 University of Wisconsin-Milwaukee
 2200 East Kenwood Blvd.
 Milwaukee, Wisconsin 53201

Invoice Number: 19488

Event Number:

Date: 10/31/85

TO: Dream on Film Society
 Steve Dunn
 Union Box 262

For UWM Union Accounting Purposes Only

Dept. to be charged:
Revenue or credit to:
9400 2F0600 6301 151.50
9300 2U0120 0718 185.00
0719 62.00
200110 0718A 162.00

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	10/31/85 -- "Superstar Wrestling"		
	<u>Set Up</u>		
1	8' x 12' Stage/Concourse Ballroom/Lecture for 500	10.00/ea	10.00 <u>175.00</u> 185.00
	<u>Other Labor</u>		
3	Hours Union Cashier	6.00/hr	18.00
5 1/2	Hours AV Technician	8.00/hr	44.00
27	Hours Union Security	6.00/hr	162.00 <u>224.00</u>
	<u>Promotional Rate</u>		
25 1/2	Bartender Hours	6.00/hr	151.50
	Less Bar Sales		(84.7)
	Balance Due on Bar		<u>66.7</u>
	84.75 Gross Sales		
	(151.50) Labor (Bartenders)		
	(84.75) Net Sales		
	- 0 - Group's Share of Split		
	Subtotal		475.7
	Balance Due		<u>475.7</u>

*David G. 75
 4/19/86
 C# 75586
 Dec 1
 # 041337
 # 115*

Payment is due on receipt of invoice. Please make check payable to University of Wisconsin-Milwaukee. Indicate invoice number or enclose copy with remittance.

Customer Copy - White (2)
 Accounting - Goldenrod
 Reservations & Catering Coordinator - Green
 Conference Coordinator - Blue
 File Copy - Pink



***** SEE SUPPLEMENTARY INFO *****

STATUS: CONFIRMED

 * UWM UNION *
 * UNIVERSITY OF WISCONSIN *
 * MILWAUKEE, WI 53211 *
 * Phone: 414-963-4828 *

LOCATION : CONCOURSE

EVENT : SPECIAL EVENT
TITLE : "TEASER"

EVENT TIME: 12:00 N TO 1:00 PM

SPONSOR: DREAM ON FILM SOCIETY (# 80)

RSVTN TIME: 11:00 AM TO 1:30 PM

CO-SPON: NONE
RESPONSIBLE: STEVE DUNN

ATTENDANCE: 100

ADMISSION1: NONE
ADMISSION2: NONE

CASHIER : NOT REQUIRED
SECURITY : NOT REQUIRED
ACCESS : OPEN TO THE PUBLIC

SETUP : SPECIAL
READY BY: 11:45 AM

ALCOHOL: NONE
AV-TECHNICIAN: *** REQUESTED ***

ADDITIONAL EQUIPMENT:

A: 1 MIC - STANDARD @ \$ 5.30ea
 .11, 1 MIC STAND - STRAIGHT @ \$ 1.00ea
 C: 1 AMPLIFIER-BOGEN @ \$ 15.00ea
 D: 2 SPEAKER - SUNNS @ \$ 10.00ea
 E: 3 STAGE SECTION - 2FT

(ESTIMATED) FEES:

RENT : \$ 0.00
 SETUP : \$ 10.00
 LABOR : \$ 0.00
 EQUIPMENT: \$ 0.00
 AV/TECH : \$ 16.00
 SECURITY : \$ 0.00
 CATERING : \$ 0.00
 CASHIER : \$ 0.00
 MISC. : \$ 0.00

*7/15/14
 11/2 11/11 11/14 AV*

TOTAL : \$ 26.00
 PAYMENT : BILLED
 BILL-ADDRESS: UNION BOX 262

ALL EQUIPMENT SUBJECT TO AVAILABILITY

REMARKS:

8 X 12 STAGE (KENWOOD BLVD SIDE) PAT KAUFMAN NEEDED
IN CONCOURSE. KIRBY STANAT APPROVAL REQUIRED.

OK KW Stat 10/14

I, as an authorized agent of DREAM ON FILM SOCIETY,
 agree to abide by the policies of the UW-Milwaukee Union,
 and all applicable University and State laws and regulations.

AUTHORIZED SIGNATURE: _____

DATE: _____

REQUESTED BY: STEVE DUNN

ON OCT 14 85

SPONSOR'S ADDRESS: UNION BOX 262,

PHONE: 5559

COPY



EVENT DATE: THURSDAY OCT 31 85
RESERVATION # 1085-0597
COMPLEX RSVTN
STATUS: CONFIRMED

***** SEE SUPPLEMENTARY INFO *****

* UWM UNION *
* UNIVERSITY OF WISCONSIN *
* MILWAUKEE, WI 53211 *
* Phone: 414-963-4828 *

LOCATION : BALLROOM / W191

EVENT : SPECIAL EVENT
TITLE : SUPERSTAR WRESTLING SHOW

EVENT TIME: 8:00 PM TO 11:30 PM

SPONSOR: DREAM ON FILM SOCIETY(# 80)
CO-SPON: NONE

RSVTN TIME: 2:00 PM TO 12:00 M

RESPONSIBLE: STEVE DUNN

ATTENDANCE: 500

ADMISSION: \$ 6.00
ADMISSION2: \$ 8.00

CASHIER : 7:30 PM - 9:30 PM
SECURITY : *** REQUIRED ***
ACCESS : OPEN TO THE PUBLIC

FOOD: TIME: GUAR:
ALCOHOL / BAR SVCE 7:30 PM 500

SETUP : SPECIAL
- READY BY: 7:00 PM

ALCOHOL: *** YES ***
AV-TECHNICIAN: *** REQUESTED ***

ADDITIONAL EQUIPMENT:

- A: ~~W/MIC STANDARD~~ e\$ 5.30ea
- B: 1 MIC - STANDARD e\$ 5.30ea
- C: 1 MIC STAND - STRAIGHT e\$ 1.00ea
- D: 1 LIGHT-TREE SET e\$ 25.00ea
- E: 1 CASSETTE-PLYR/REC e\$ 15.40ea

(ESTIMATED) FEES:

- RENT : \$ 0.00
- SETUP : \$ 200.00
- LABOR : \$ 0.00
- EQUIPMENT: \$ 0.00
- AV/TECH : \$ 32.00
- SECURITY : \$ 200.00
- CATERING : \$ 0.00
- CASHIER : \$ 18.00
- MISC. : \$ 0.00

TOTAL : \$ 450.00

ALL EQUIPMENT SUBJECT TO AVAILABILITY

PAYMENT :
BILL-ADDRESS:

*6 stu
5 stu
5/13 10:30
2/13 2:10*

*Cassidy
7:30
10:30
3:10*

Steve has talked to Pat Kaufman

*Door Receipts
2400*



WWE SUPERSTARS



Haku
Colossal Connection



Sensational
Queen Sherri



Macho King
Randy Savage



Marty Jannetty
of The Rockers



Shawn Michaels
of The Rockers

JUN 16 1990



Ultimate
Warrior



Bret "Hit Man" Hart



WWF Champion
Hulk Hogan



Bobby "The Brain"
Heenan



Rowdy Roddy Piper



Dusty Rhodes



Bushwhacker
Luke



Andre the Giant
Colossal Connection



Brutus "The Barber"
Beefcake



Ted DiBiase, The
Million Dollar Man

PLAINTIFF'S
EXHIBIT

ALL-STATE LEGAL SUPPLY CO.

JUN 16 1990

Salerno

SUPERSTARS
* OATMEAL COOKIES *

WWE
WORLD WRESTLING
FEDERATION

Hulk Hogan™



Weight: 303 lbs.
From: Venice Beach,
California
Famous Wrestling
Move: Legdrop off the
ropes

Ultimate
Warrior™



Weight: 275 lbs.
From: Parts Unknown
Famous Wrestling
Move: Gorilla press
bodyslam

Andre
The
Giant™



Weight: 520 lbs.
From: Grenoble,
French Alps
Famous Wrestling
Move: Headbutt

Honky Tonk
Man™



Weight: 248 lbs.
From: Memphis,
Tennessee
Famous Wrestling
Move: "Shake, rattle 'n'
roll" neckbreaker

Brutus
"The Barber"
Beefcake™



Weight: 271 lbs.
From: San Francisco,
California
Famous Wrestling
Move: Sleepersault

The
Rockers™



Combined weight:
463 lbs.
Famous Wrestling
Move: Double dropkick
from the turnbuckles

Dusty
Rhodes™



Weight: 289 lbs.
From: Austin, Texas
Famous Wrestling
Move: Bionic elbow

Jake
"The Snake"
Roberts™



**PLAINTIFF'S
EXHIBIT**

ALL-STATE LEGAL SUPPLY CO.

"Macho King"
Randy Savage™



Weight: 245 lbs.
From: Sarasota, Florida
Famous Wrestling
Move: Elbow smash off
top rope

Ravishing
Rick Rude™



Weight: 251 lbs.
From: Robbinsdale,
Minnesota
Famous Wrestling
Move: Rude Awakening
neckbreaker

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"HOW I WRESTLED 'MACHO MAN' AND WON!"

JUN 16 1990

by Chris "the Crusher" Johnson

"I just beat 'Macho Man' Randy Savage™! And I did it on Acclaim's *WrestleMania*® for Nintendo®. This is one tough video game. It's got incredible wrestling moves, and the best WWF superstars.

"When I wrestled 'Macho Man', I was Hulk Hogan™ (Nobody beats the Hulk.) I went head-to-head with my friend, Johnny Sterner. He was 'Macho Man'. He came at me with his patented flying elbow smash and a head butt, two of his best moves. But I was the Hulkster™, down but never out.

"At first I kept my distance, letting my power level build up. I was smart enough not to corner the 'Macho Man', because that's when he turns into a real Savage. Then I came back with a furious attack — an uppercut smash, a head butt and a drop kick, wearing him down and keeping him from grabbing his energizers.

"I finished him off with the ultimate body slarr and... I'd tell you more, but if we met — you might beat me the same way.

"Wanna try? Go out and get Acclaim's WWF *WrestleMania*® for your Nintendo®. It's the video game to beat!"



HULK HOGAN™



'MACHO MAN' RANDY SAVAGE™



'MILLION MAN' TEO OIBIASE™



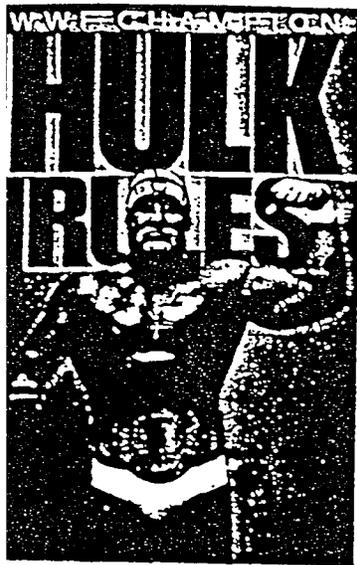
HONKYTONK MAN™

ANDRE THE GIANT™



Acclaim™
entertainment, inc.
Masters of the Game™





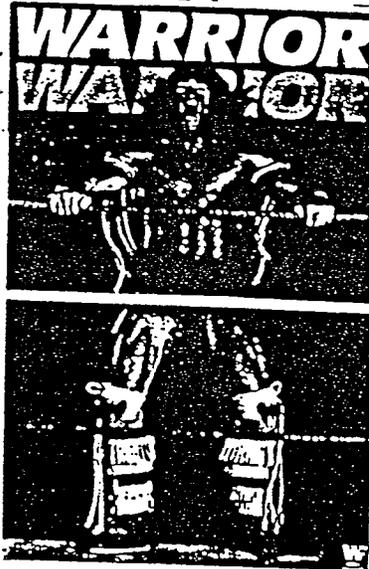
Hulk Hogan 10-00150

NEW!



Brutus "The Barber" Beefcake 10-00154

NEW!



Ultimate Warrior 10-00161

JUN 16 1990

WF SUPERSTAR POSTERS

NEW!



Vertebreaker Jimmy Snuka 10-00155

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Hulk Workout 10-00158

NEW!



Red Rooster 10-00160

NEW!



NEW!





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CARD INSIDE!



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DELICIOUS, MONSTROUS COOKIE IMPRINTED WITH ONE
OF THESE OF YOUR FAVORITE WWF SUPERSTARS

WWF SUPERSTARS
OF WRESTLING™ BARS

3.6 FL. OZ.

Includes 100% Whole Grain Wheat Flour, Sugar, Cocoa, and other natural ingredients. No artificial colors or flavors.

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OF WRESTLING™ BARS

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SUPERSTARS
COLLECTOR'S CARDS!
ONE INSIDE EACH PACKAGE!
COLLECT
ALL 12!



BUILD A COMPLETE SET.
WHICH ONES ARE
YOU STILL MISSING?

- Hulk Hogan
- "Macho Man" Randy Savage
- Miss Elizabeth
- Jake "The Snake" Roberts
- Hercules
- Madcow Jim Duggan
- Ultimate Warrior
- "The Million Dollar Man" Ted DiBiase
- Andre The Giant
- Demolition (Ax & Smash)
- Bobby "The Brain" Heenan
- Bruiser "The Barber" Beebease



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ALL-STATE LEGAL SUPPLY CO.

1989

WF WORLD WRESTLING FEDERATION
 Is on the *Warpath!*
 BRADLEY CENTER
 SATURDAY, NOVEMBER 18th - 8 P.M.
 ★★ WWF Intercontinental Champion ★★
ULTIMATE WARRIOR
 —VS—
ANDRE THE GIANT
 with BOBBY "THE BRAIN" HEENAN
SPECIAL EVENT
 JAKE "THE SNAKE" ROBERTS
 VS.
 THE MILLION DOLLAR MAN
 With "Virgil"
 ★★★★★ PLUS FOUR MORE WWF SUPER STAR BOUTS ★★★★★



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Watch WWF Challenge
 Saturdays 10:30 P.M. TV 18 WVTM
 Watch Superstars of Wrestling
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EP 15

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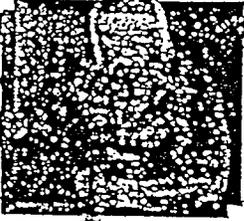
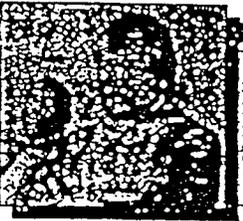
WWE Milwaukee WRESTLEFEST

Milwaukee
County
Stadium



Sunday,
July 31st,
7:00 pm

TONITE! TONITE!

	★ STEEL CAGE MATCH ★ HULK HOGAN vs ANDRE THE GIANT	
	★ WWF CHAMPIONSHIP TITLE MATCH ★ ★ WWF CHAMPION ★ RANDY "MACRO MAN" SAVAGE with Manager Elizabeth vs The Million Dollar Man TED DiBIASE with Bodyguard Vito	
★ WWF TAG TEAM TITLE MATCH ★ ★ THE TEAM CHAMPIONS ★ DEMOLITION (Ax and Smash) with Manager McFly	vs THE BRITISH BULLDOGS	★ WWF INTERCONTINENTAL TITLE MATCH ★ ★ INTERCONTINENTAL CHAMPION ★ THE HONKY TONK MAN with Manager Jimmy Hart
vs HACKSAW JIM DUGGAN		

Plus 10 Other Action-Packed Matches

WATCH **WWE WRESTLING CHALLENGE**
Sunday at 10:30 pm
on **WVTV-TV CH. 12**

Tickets on Sale Now \$15, \$12 and \$9!
Tickets available at **TICKETRON** Outlets. Phone charges
1-800-843-1558. Tickets also available at
MILWAUKEE COUNTY STADIUM the day of the event.
Group sales 414-258-9974 or 414-643-6777.

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WATCH **WWE SUPERSTARS**
in **WRESTLING**
Sunday at 11:00 am on
on **WISN-TV CH. 12**

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ATTENTION GOLFERS
 Every single item in the entire store is marked down!
 SATURDAY, MAY 16 / SUNDAY, MAY 17
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WORLD WRESTLING FEDERATION PRESENTS
 FRIDAY, MAY 15th, 8:00 P.M. MECCA AUDITORIUM

CHAIN MATCH
BILLY JACK HAYNES
 VS.
HERCULES
 Bobby "The Brain" Heenan—Manager

SPECIAL MAIN EVENT
KO KO B. WARE—THE BIRDMAN
 VS.
DANNY DAVIS

SPECIAL EVENTS
BRUTUS BEEFCAKE VS. JOHNNY V.
 LADIES CHAMPIONSHIP TAG TEAM MATCH WITH FOUR GIRL W.W.F. SUPERSTARS OF WRESTLING.
 PLUS FOUR MORE EXCITING W.W.F. BOUTS

Watch Superstars of Wrestling Sundays 11:00 A.M.—12:15 P.M.—11
 Watch Wrestling Challenge Saturdays 10:30 P.M.—11:30 P.M.—11

MILWAUKEE BREWERS
 vs. **Kansas City**
SERIES

Friday 7:30 PM
Saturday 7 PM
Sunday 1:30 PM

PLAINTIFF'S EXHIBIT
 ALL-STATE LEGAL SUPPLY CO.

Thirsting f
 Fishermen and farmer about dryness in North

HAYWARD, WIS. — What northern Wisconsin needs more than anything else right now is a long, tall drink.

Not the whiskey kind please understand, but the water type that comes with rain that this part of the state has been without for too long.

For a while there Wednesday, it seemed certain that the dry spell would be broken. The sky turned black and ugly and thunder rumbled and the wind picked up and those of us fishing for walleyes on the Chippewa flowage started scrambling for our rain gear.

It didn't happen, though. In less than an hour, the sky cleared, the sun came out, the wind continued to blow and the smell of dry heat returned.

There has been no significant rainfall recorded here since the middle of March. And it shows.

Lawns are turning brown and brittle. Lake and stream levels, low to start with because of a mostly snowless winter, continued to drop even further. And the forests, although green, are tinder dry.

Farmers are fearing a significant crop loss and visiting fishermen are wondering whether there will be enough water left to launch a boat.

Forest Ranger Larry Glodock says the Hayward area is like a desert right now.

While there is concern over what the dry conditions will do to agricultural and recreational fishing, the greatest fear right now has to do with forest fires.

Department of Natural Resources personnel, area businessmen, tourist officials, visitors and residents are holding their breath these days as they await a break in the weather.

While most everyone would like to see about three days of gentle, soaking rainfall, the main concern is that when a storm does come, it will be the electrical kind with a lot of lightning, which could trigger fires all over the place.

The potential for dangerous forest fires is enormous, and it has given

Gretzky's team eliminate Red W

Edmonton, Alberta — AP — Entering their Stanley Cup semifinal contest with the Edmonton Oilers, the Detroit Red Wings were willing to let Wayne Gretzky get his goals.

The game plan was to shut down the rest of the Oilers.

Gretzky didn't score a goal in the series, but the Red Wings still lost the best-of-seven Campbell Conference series, 4-1, because they couldn't stop his teammates, especially Mark Messier.

The Oilers won the series with a 6-3 victory Wednesday night. Trailing, 3-1, in the second period, Edmonton scored five straight goals, including two by Messier.

"They have the greatest player in the world and the second-greatest player in the world," Red Wings Coach Jacques Demers said of Gretzky and Messier respectively. "What

United States of America



State of Wisconsin } ss.
Office of the Secretary of State

To All To Whom These Presents Shall Come, Greetings:

I, VEL PHILLIPS, Secretary of State of the State of Wisconsin, do hereby certify that, pursuant to Chapter 132 of the Statutes,

United Wrestling Association, Inc. (Wisc. Cert.)

has this day filed for record in this department a statement of adoption of a tradename, to wit:

" U.W.A. SUPER STAR WRESTLING "

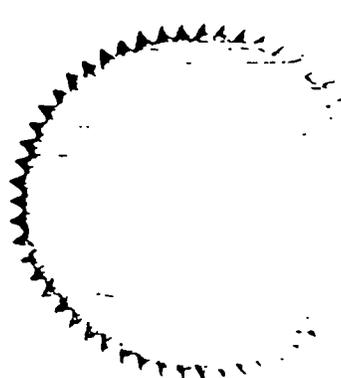
consisting of the words "U.W.A. Super Star Wrestling" in any form, size, color or style of lettering; as pertains to promoting wrestling matches and promoting ticket sales.

That said TRADENAME APPLICATION is recorded as No. 28974 and is valid for a period of twenty years from the date hereof, unless sooner revoked for cause.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, in the City of Madison on

MAR 6 1963

VEL PHILLIPS
Secretary of State



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P
ALL-STATE LEGAL SUPPLY CO.



UWA SUPER STAR WRESTLING

We Move! We've Put a Move on Channel 55
 Join Us on Channel 55 Every Saturday 12:30 to 1:00 P.M. for
 Super-Star Wrestling Action... the Best in Professional Wrestling
STARTING JANUARY 7, 1984



Mighty Igor



Indian Pete



Rock Brewer



Jeff May



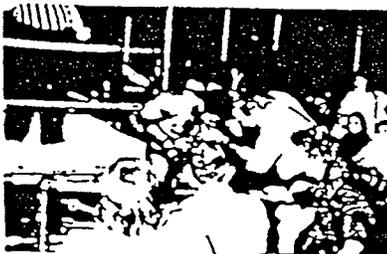
Rock Brewer



Indian Pete



Leo Valdez



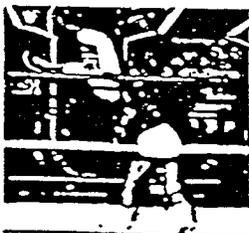
Jeff May



Caesar & Amando



Dog & Caesar & Amando



Leo Valdez



UWA Champion
Bad Boy Hanson

Enforcer & Manson
& Dog

SUPERSTAR WRESTLING 1984 Schedule - Crystal Palace

1925 W. National Avenue, Milwaukee, Wisconsin

Friday, February 3	8:00 PM	Friday, August 3	8:00 PM
Friday, February 17	8:00 PM	Friday, August 17	8:00 PM
Friday, March 2	8:00 PM	Friday, August 31	8:00 PM
Friday, March 16	8:00 PM	Sun., September 16	3:00 PM
Friday, April 13	8:00 PM	Fri., September 28	8:00 PM
Friday, April 27	8:00 PM	October 12	8:00 PM
Friday, May 11	8:00 PM	October 26	8:00 PM
Friday, May 25	8:00 PM	November 9	8:00 PM
Friday, June 8	8:00 PM	November 23	8:00 PM
Friday, June 22	8:00 PM	December 7	8:00 PM
Friday, July 6	8:00 PM	December 21	8:00 PM
Friday, July 20	8:00 PM		

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ALL-STATE LEGAL SUPPLY CO.

TICKET OUTLETS:

Crystal Palace - Hank Miller's Pro Shop - Powell's Gifts

Adult \$5.00 - Child \$3.00

Light



UWA & UNITED CEREBRAL PARTY PRESENTS

★ ★ SUPER STAR ★ ★

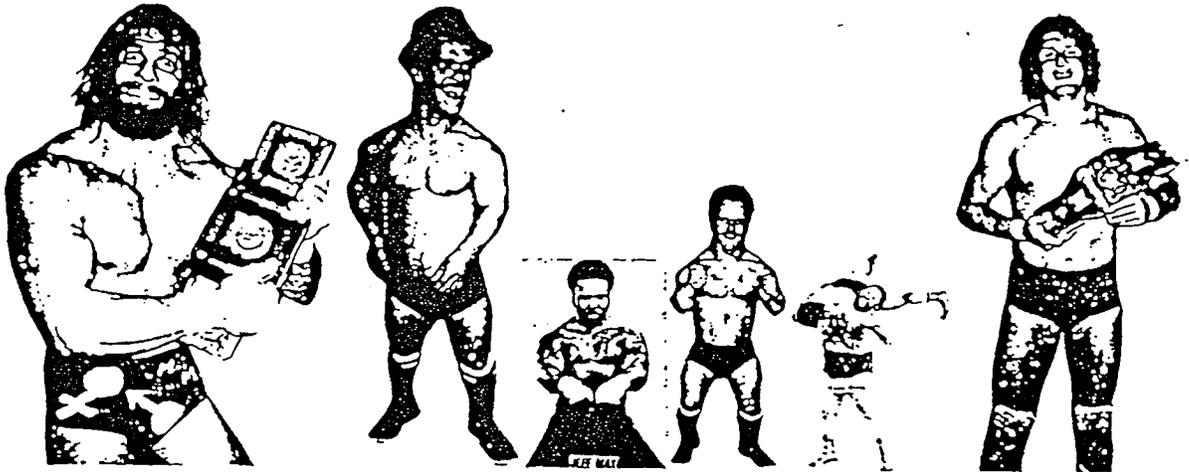
WRESTLING

MILWAUKEE AUDITORIUM
KILBURN HALL

SAT., JAN. 24 - 1981

8:00 P. M.

TICKETS \$6.00 & \$7.00



MAIN EVENT - WORLD CHAMPIONSHIP MATCH
KING KONG PATTERSON (CHALLENGER)

vs.

RANDY SAVAGE (UWA CHAMPION)

★ ★ SPECIAL MATCH ★ ★

BOB ORTON, JR. vs. JEFF MAY

★ ★ SPECIAL MIDGET BOXING - WRESTLING MATCH ★ ★

WEE WILLIE vs. MIGHTY CUPID

INDIAN PRINCE vs. MIGHTY ATLAS

★ ★ WORLD LEAGUE CHAMPIONSHIP MATCH ★ ★

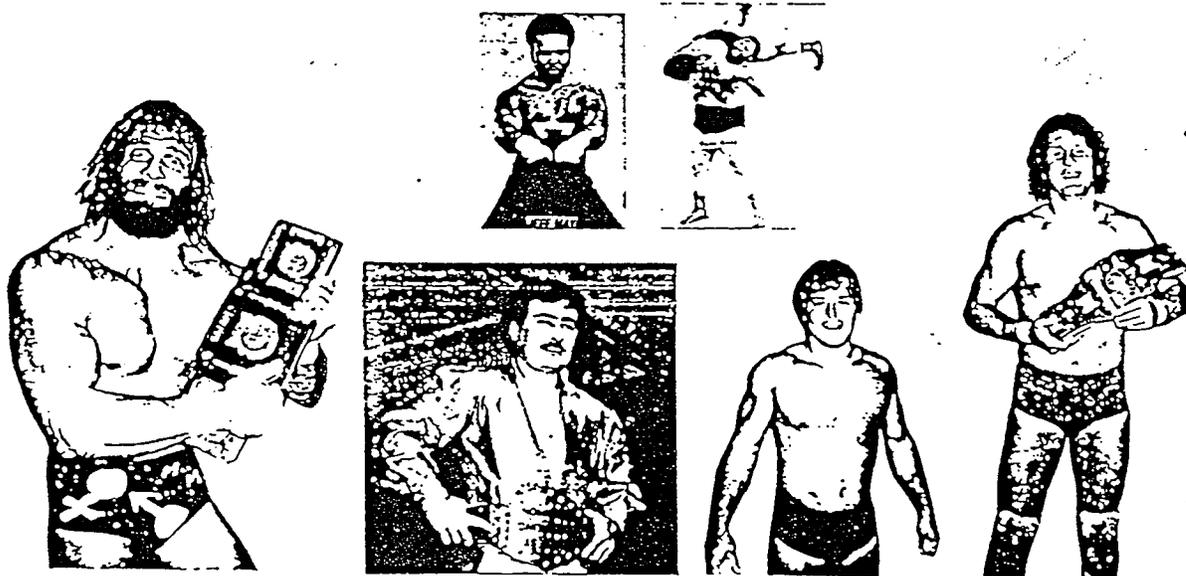
BAD BRAIN LUCAS (CHAMPION) vs. ???

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ALL-STATE LEGAL SUPPLY CO.

Tickets on Sale at: American Foodland, Hank Miller Pro Shop - Also Sold at Milwaukee Auditorium, Week of Show

★ SUPER STAR ★ ★ ★
WRESTLING
MILWAUKEE AUDITORIUM
SAT. - SEPT. 6 7:00 P. M.



MAIN EVENT - 20 MAN BATTLE ROYAL
\$20,000 PURSE TO THE WINNER
 SPECIAL REFEREE - O. C. WHITE, WAWA

SECOND MAIN EVENT - DOUBLE TITLE MATCH
RANDY SAVAGE - ICW Champion
 vs.
KING KONG PATTERSON - UWA Champion



3rd Main Event - Special Grudge Match
BOB ORTON, JR. vs. RONNIE GARVIN

4th Main Event
JEFF MAY vs. SUPERSTAR BERRY "O"

INDIAN PETE vs. DOOR KNOB NIXON

Bad Brain Lucas vs. The Mexican Champ
 PLUS THREE OTHER BIG BOUTS
 RING ANNOUNCER - LEE ROTHMAN

Tickets On Sale at: Hank Miller's
 WATCH SUPER STAR WREST

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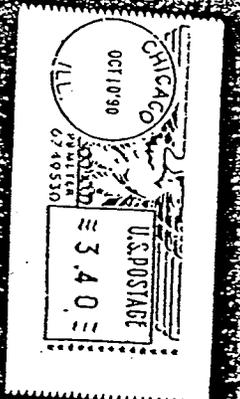
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1055 Summer Street
Stamford, Connecticut 06904

EXHIBIT 2

CCF

1 UNITED STATES DISTRICT COURT
2 FOR THE EASTERN DISTRICT OF WISCONSIN
3 -----

4 LOUIS R. JONES,

5 Plaintiff,

Case No. 90-C-991

6 vs.

MOTION HEARING

7 TITAN SPORTS,

8 Defendant.
9 -----

10
11 HONORABLE THOMAS J. CURRAN,

12 JUDGE, PRESIDING
13
14
15

16 November 25, 1993.

17 Milwaukee

18 John Schindhelm, RPR, CM., Official Reporter
19

20 APPEARANCES

21 PHILIP P. MANN, CHARLES D. BOUTWELL, and CYRIAC KAPPIL,
22 Attorneys, appeared for the Plaintiff.

23 CHARLES GRAUPNER and JOSEPH GEMIGNANI, Attorneys, appeared for
24 the Defendant.

25 ALBERT PATTERSON, also present.

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PROCEEDINGS

(1:45 p.m.)

THE CLERK: Court would call Case 90-C-991. This is Louis R. Jones versus Titan Sports, called for a status conference. May I have the appearances, please.

MR. KAPPIL: Cyriac Kappil on behalf of the plaintiff responding to the motion.

MR. BOUTWELL: Charles Drake Boutwell on behalf of the plaintiff.

MR. MANN: Philip Mann on behalf of the plaintiff.

THE COURT: Good afternoon, Counsel.

MR. GRAUPNER: Charles Graupner and Joe Gemignani for the defendant.

THE COURT: Good afternoon. Well, the court has before it a motion to enforce the settlement. The defendants have moved the court pursuant to an offer that was made at a settlement conference held on November 17, 1992 to dispose of this matter, and the movant alleges that the offer was accepted and that now the plaintiff has indicated a reluctance to proceed with the settlement.

Counsel, so that the reporter can take it down, when you address the court on this matter I'd appreciate it if you would go to the lectern there so that he can have the benefit of the microphone.

Mr. Graupner, as long as you're the movant I'll let

1 you go first here.

2 MR. GRAUPNER: Thank you, Your Honor. I wanted to,
3 first of all, thank the court for putting us on the calendar
4 before a holiday on short notice. We all appreciate it.

5 Before you, Your Honor, are five very frustrated
6 attorneys. We have spent a great deal of time trying to get
7 this case settled and put in a great deal of effort to get our
8 client to come to the number that the court proposed. We did
9 that, and that's why we're here today.

10 I'm anticipating that the argument will be that the
11 settlement offer was not accepted soon enough. And I think
12 that's where I'll address my comments initially.

13 What happened in that respect was that we received,
14 and this is recited in the affidavit of Mr. Gemignani, we
15 received a concern phone call from Mr. Boutwell indicating some
16 concern about whether it meant to have the plaintiffs be able
17 to use the name in the future. We expressed similar concern
18 from our client being reluctant to accept the settlement
19 without having an opportunity to talk to Mr. Patterson.

20 In view of those comments, it was agreed that those
21 matters would be addressed this Monday in a meeting, and
22 Mrs. McMahon flew out from Connecticut to attend the meeting
23 and we spent most of the day thrashing this out and it became
24 clear that we were not there to clarify what was agreed to, we
25 were there based upon Mr. Patterson's demands for additional

1 monies.

2 We accepted the offer on that date and were told it
3 was no longer available.

4 Last evening I think -- I think this is also pertinent
5 to the discussion -- last evening about 4:30 we received a
6 phone call. We again negotiated for several hours, reached a
7 new settlement, and I'm not suggesting this is an enforceable
8 settlement, Your Honor, I'm just offering this because I think
9 it indicates the frustration that we're feeling in this case.
10 We agreed to a new settlement, a higher amount, a broader
11 prohibition, and we were to the point of having an agreement
12 that was acceptable to both sides and it turned out to be
13 something that Mr. Patterson would not agree to because the
14 document contained the words "this offer of judgment does not
15 preclude the defendant from using the term superstars," that is
16 the term superstars alone.

17 So we are down here to the point where we are
18 unwilling to sign a statement that is really obvious, that is,
19 that no one can control the use of a single word in the English
20 language, and particularly superstars.

21 I don't believe Mr. Patterson has approached this in
22 good faith. I think we have accepted a settlement and we'd
23 like to proceed with the settlement on that basis.

24 THE COURT: All right. Counsel for the plaintiff?

25 MR. KAPPIL: May it please the court, Your Honor.

1 THE COURT: Counsel.

2 MR. KAPPIL: Cyriac Kappil. At the November 17th,
3 1992 conference in chambers the court set a deadline by which
4 defendant was to communicate the acceptance or rejection of the
5 pending settlement offer by the 19th of November. Mr. Boutwell
6 is here, he will testify if need be under oath, but I can make
7 this as an offer of proof, on the 18th Mr. Boutwell had at
8 least one or two conversations with the defendant's counsel
9 during which defendant's counsel rejected the \$200,000 offer.

10 The court may recall both counsel for the defendant
11 agreed to recommend the \$200,000 offer. They promised to do
12 that. What we received was a rejection. For reasons unknown
13 to us at that point counsel for the defendant requested a
14 meeting be scheduled between Mr. Patterson and Mrs. McMahon.
15 And the court may also recall, that meeting was scheduled even
16 before our November 17, 1992 meeting. Mrs. McMahon had some
17 scheduling problem to meet us on Friday -- meet him on Friday,
18 and she wanted to meet Mr. Patterson alone without the
19 lawyers. We agreed to that. But, that was as far as we're
20 concerned when November 19, 1992 passed, there was no offer on
21 the table. I believe she rejected our offer.

22 My client met with Mrs. McMahon in the defendant's
23 counsel's office, they spent probably one to one and a half
24 hours discussing the settlement from the get go as to future
25 royalty, and one of the stumbling block was the royalty limited

1 to Wisconsin or nationally. According to my client
2 Mrs. McMahon told him let counsel look at the legality of the
3 royalty, whether it's to be national or geographical limited to
4 Wisconsin. We thought that was our only stumbling block.
5 Thereupon, we had a second -- we were called into the meeting.
6 At that meeting we were advised there was no such discussion.
7 They were negotiating a whole new deal.

8 To make the matter short, defendant --

9 THE COURT: Excuse me now, you were advised -- this is
10 what, on Monday, is that what we're talking about?

11 MR. KAPPIL: Monday.

12 THE COURT: Monday, the 23rd.

13 MR. KAPPIL: 23rd. I was in Milwaukee on that day. I
14 came --

15 THE COURT: After this hour or hour and a half
16 discussion between Mr. Patterson and what is the woman's name?

17 MR. KAPPIL: Mrs. Linda McMahon.

18 THE COURT: Mrs. McMahon, that they had not discussed
19 the settlement, they had been talking about something else?

20 MR. KAPPIL: They discussed the settlement, but there
21 was no -- there were discussions regarding royalty.

22 Mr. Patterson had an expectation of making some money out of
23 that mark in the future. The way the discussions came -- the
24 result was Mr. Patterson would not make any money from those
25 marks in the future. Mr. Patterson explained to Mrs. McMahon

1 that he didn't have the economic means to exploit the mark
2 nationally, he would prefer to receive a portion of the
3 royalty, .5 percent or whatever they discussed.

4 She was unwilling to do that. In our presence she
5 said here's \$200,000, you can have whatever amounts you want, I
6 want to walk out of it. Thereupon, we rejected that at that
7 time. Within a few hours the defendant filed a Rule 68 offer
8 of judgment. That offer of judgment to my knowledge is still
9 out there. It is to restrict you. The offer of judgment
10 provides \$200,000 plus an agreement that defendant will be
11 enjoined from using those mark in the State of Wisconsin. I
12 think only one mark in the State of Wisconsin. That offer of
13 judgment was not acceptable to Mr. Patterson because it was too
14 restrictive in terms of the geographical area and plus it was
15 limited to one mark.

16 THE COURT: What was -- why was it too restrictive
17 geographically?

18 MR. KAPPIL: The second part of the first sentence of
19 the offer says: As well as consenting to an order prohibiting
20 defendant from using the name Superstars of Wrestling,
21 quote-unquote, in conjunction with wrestling activities in the
22 State of Wisconsin, and permitting plaintiff to use said name
23 in connection with the wrestling activities.

24 THE COURT: Preventing or permitting?

25 MR. KAPPIL: Permitting.

1 THE COURT: Permitting.

2 MR. KAPPIL: In this lawsuit we have claimed we own
3 more than one mark. I thought perhaps counsel misunderstood
4 what we really wanted. So I called up Mr. Graupner yesterday,
5 we had a lengthy conversation. I said if you were to expand
6 the scope, specifically identify the three marks we are
7 interested in, then I would recommend to Mr. Patterson that he
8 accepts the offer. The plaintiff -- Strike that. Defendant
9 agreed to. However, the last sentence was troubling. The last
10 sentence, they put one more sentence to the proposed amended
11 offer of judgment. The last sentence would be, quote: This
12 offer judgment does not preclude the defendant from using the
13 term, quote, superstars.

14 Now, we have reason to be concerned with that. The
15 court may recall early on in one of the rulings on the motions
16 the court found the word "superstars", even though generic,
17 acquired a secondary meaning when used in connection with the
18 wrestling activities. So I told Mr. Graupner, why do you need
19 that sentence out there. Defendant has always claimed in this
20 litigation from the very beginning it is generic, it's in the
21 public domain, therefore, why do you want the judicial blessing
22 for you to use that generic word. If you delete that sentence
23 we will accept the offer of judgment. That's where we are.

24 Excuse me, Your Honor. Counsel wants to talk to me.

25 Can Mr. Boutwell address the court?

1 THE COURT: Yes, you may.

2 MR. BOUTWELL: Your Honor, since I did have
3 discussions with counsel I just thought I would add my
4 statement.

5 The conversation was largely as Mr. Graupner has
6 recounted. There was an additional concept though. The reason
7 I called Mr. Graupner is based on my conversations with
8 Mr. Patterson after leaving the conference room and some
9 comments from Mr. Gemignani, I perceived that there was a great
10 difference in the understanding of the meaning of reservation
11 of rights between the defendant and the plaintiff, and my call
12 early Thursday or the day following I guess it was Wednesday.

13 THE COURT: Day following what?

14 MR. BOUTWELL: Our conference.

15 THE COURT: All right, that would have been a
16 Wednesday.

17 MR. BOUTWELL: Wednesday. Okay. Wednesday morning I
18 called and I said I believe before we can reach any agreement
19 on the reservation of rights, I said I'm not sure Mr. Patterson
20 really -- well, I didn't understand exactly what Mr. Patterson
21 meant by that based on my conversations with him, and I knew
22 Mr. Gemignani had a different view, and I said we should sit
23 down and agree in writing specifically as to what the
24 reservations of rights means so that when this case if it does
25 settle everybody knows exactly what the reservations of rights

1 means and we don't have anyone complaining that it was
2 misunderstood. And the conversation was left like that.

3 So it was my understanding that we could not have an
4 agreement until the lawyers sat down and understood
5 specifically what reservations of rights meant. And I had
6 intervened because of the very substantial difference in the
7 understanding between the plaintiff and the defendant as to
8 what it meant, and I didn't want --

9 THE COURT: Mr. Boutwell, wasn't that specifically
10 eliminated from the settlement?

11 MR. BOUTWELL: By the amendment to the offer?

12 THE COURT: At the settlement conference on November
13 17th.

14 MR. BOUTWELL: It was my understanding that we left
15 with an offer for 200,000 plus a reservation of rights by
16 Mr. Patterson of the marks. My concern was what that meant.

17 In talking to Mr. Patterson as to what it meant, and
18 also a brief discussion with just Jim --

19 THE COURT: Do you remember that the court brought
20 that up to both counsel at the time and I said aren't you going
21 to address that, and both sides agreed that they were not? -

22 MR. BOUTWELL: I don't recall that, but --

23 THE COURT: Well, maybe my recollection is faulty
24 then. I thought it was and I thought it was indicated that the
25 defendants didn't have any specific plans to continue that.

1 MR. GRAUPNER: That's correct, Your Honor. The
2 statement was that Mr. Patterson wants to use the name and we
3 said that's fine we don't plan to use the name.

4 THE COURT: That's my recollection. So what you're
5 telling me here is that you have broadened the offer following
6 our conference on the 17th of November. Is that right?
7 Initiated apparently by your phone call on the morning of the
8 18th. Is that correct?

9 MR. BOUTWELL: Well, it was my concern based on my
10 conversation with Mr. Patterson as to his understanding, he not
11 being a lawyer, and then a conversation with Mr. Gemignani, I
12 perceived a very big difference in what they understood as to
13 the meaning of what rights were being reserved.

14 THE COURT: All right. Mr. Graupner or Mr. Gemignani,
15 whichever --

16 MR. GEMIGNANI: I guess the only thing I would like to
17 add to this is basically I would take --

18 THE COURT: Would you go over to the rostrum, please.

19 MR. GEMIGNANI: My recollection of the conversation on
20 Wednesday morning was that I voiced the same concerns as
21 Mr. Boutwell basically, that we had left the chambers and
22 Mr. Patterson had said that he was concerned about his
23 reservation of rights in the name. Mr. Boutwell had told me he
24 wasn't sure what he meant by that, and I said, well, I was
25 concerned as well, because I didn't know what he meant by it.

1 And it seemed strange to me that the plaintiff who has
2 just sued on that mark would be asking us to clarify his right
3 to use the mark. And I did not have any opinion as to what
4 that was, but I said that if that's the case, that should be
5 cleared up before the settlement. That's all.

6 MR. BOUTWELL: Basically, the conversation ended that
7 it should be cleared up. In my own view I'm not sure it was
8 ever cleared up the way I envisioned. That is, lawyers
9 explaining to Mr. Patterson exactly what these rights meant
10 with an understanding in our mind at least that he understood
11 what the law was and understood his rights. And I don't think
12 that really happened.

13 THE COURT: Well, what is the magic about the term
14 superstars? Let me just address that because I think that has
15 escaped the court up to this point. Perhaps it's best to
16 address this to the defendants or defendant. Why would that be
17 of such importance?

18 MR. GRAUPNER: Well, we simply want this case to be
19 over with. Based on discussions that have occurred over the
20 last couple days we have a serious concern that if we resolve
21 this case without some language, Mr. Patterson will immediately
22 commence some action alleging that superstars is his name as
23 well. Now, I don't think that has any merit, I don't think
24 anybody in front of the bar thinks it has any merit, but we
25 don't want to be back in court.

1 MR. KAPPIL: Does the court want a response to that?

2 THE COURT: Well, yes, if there is one.

3 MR. KAPPIL: At no time did defendant Titan ask the
4 court for declaratory judgment. They have taken the position
5 all along superstar is generic no matter how it's used.

6 We have --

7 THE COURT: Regardless of that, Mr. Kappil, wouldn't
8 they want to get this thing resolved like I suggested at the
9 conference and as I recall it both sides didn't feel that was
10 essential? I mean, isn't it just logical that you'd want to
11 have that issue resolved as a part of the settlement?

12 MR. KAPPIL: At the conference yes, we did discuss the
13 settlement where everybody would walk away and they wouldn't
14 see each other again in the courtrooms. That is true. But
15 Mr. Patterson has perceived all along the name superstars did
16 acquire a secondary meaning when used with wrestling
17 activities.

18 If the defendant is troubled it may have to litigate
19 it at a later date, but I don't anticipate -- I don't
20 anticipate that if Mr. Patterson litigates that in the future I
21 would be the one representing Mr. Patterson. But I said
22 there's been discussions that superstars did acquire a
23 secondary meaning when he used -- and that was not bargained
24 for. And I told Mr. Graupner if they want us to incorporate
25 that into the agreement then they had to pay for it.

1 THE COURT: Let me understand this. Are you saying
2 that the defendant would be precluded from using the term
3 superstars in connection with any of their promotions?

4 MR. KAPPIL: We're not asking that language at all.
5 They want, Your Honor, to put in the judgment that they are not
6 prohibited from using the word superstars.

7 THE COURT: Yes.

8 MR. KAPPIL: And that's not part of their pleading and
9 that's beyond the scope of the pleading.

10 THE COURT: But whether it's beyond it or not, is it
11 your contention that they would be precluded from using the
12 term superstars in connection with any of their promotions?

13 MR. KAPPIL: Your Honor is asking me to give a legal
14 analysis at this time.

15 THE COURT: No, I'm asking you for your understanding
16 of what that would mean in terms of the settlement.

17 MR. KAPPIL: Based on my limited knowledge of the
18 trademark law, and I don't have that extensive knowledge, I try
19 cases. To the extent superstar obtained a secondary meaning,
20 it is generic, but to the extent it has a secondary meaning
21 when used in wrestling events only, it may infringe upon
22 Mr. Patterson's right to the name Superstars of Wrestling.

23 Your Honor may recall Titan Sports used Superstars of
24 Wrestling or superstars -- WWF Superstars of Wrestling for
25 years. Just because they deleted the wrestling from it, public

1 will still perceive superstar when used in wrestling activities
2 that is Titan's mark.

3 THE COURT: If they took the WWF off and they took the
4 wrestling off, it's your position that they still should be
5 precluded from using superstars?

6 MR. KAPPIL: My client maintains that. I don't have
7 any legal basis at this time and supporting authorities on
8 that, except that it's my belief, Your Honor, superstars did
9 acquire a secondary meaning.

10 They have --

11 THE COURT: If it acquired a secondary meaning it
12 would be in connection with the WWF and it would be in
13 connection with wrestling, would it not?

14 MR. KAPPIL: Yes. I cannot answer that question
15 directly. In the summary judgment motion defendant stated on
16 page 28, quote: This is a classic case for dismissal based
17 upon laches. And they go on to say: There is no excuse for
18 plaintiff's delay assessing its alleged rights. While
19 plaintiff rested on its purported rights, defendant created a
20 nationwide multi-million dollar entertainment service and
21 licensing program in which the term superstar is an integral
22 part.

23 They're saying superstars is an integral part of
24 coined words, Superstars of Wrestling. Just because they take
25 out wrestling, it does not take away the confusion element in

1 the future.

2 If Mr. Patterson goes to somebody in Wisconsin like he
3 did in the past, let me put my program on the air, they're
4 going to tell him go get a letter from Titan Sports.
5 Superstars of Wrestling. That's what happened in the past.

6 THE COURT: You mean if he put on a program now and he
7 wanted to use the superstar in connection with the promotion of
8 that match in Wisconsin, you're saying that the defendants
9 would come in and attempt to prohibit him from doing it?

10 MR. KAPPIL: No, defendant will not. The public won't
11 accept him. The public will view the superstar when used with
12 wrestling activities belongs to Titan Sports. In other words,
13 confuse the consumer of what they're thinking is relevant.

14 THE COURT: But that really hasn't been established,
15 has it, Counsel?

16 MR. KAPPIL: We have a couple of letters from --

17 THE COURT: Yeah. Yeah, I remember those. I find it
18 hard to believe, Counsel, that if in connection with the
19 promotion of a match or matches that some reference is made to
20 the participants as being superstars, that that should be
21 precluded from use in connection with that promotional
22 material. It just doesn't seem to me to be reasonable or
23 fair. Stars and super when used together seem to me to be so
24 generic that it's just not protectable.

25 Why can't you go back to the position that you took on

1 the 17th and let that resolve itself in the future?

2 MR. KAPPIL: We were willing to do that but they're
3 the ones injecting a new word into it, a new sentence. I told
4 Mr. Graupner that that would solve by itself in the future.

5 THE COURT: Well, I can see the concern you have for
6 Superstars of Wrestling, but when you take the "of" and the
7 "wrestling" off and you just leave superstars, it seems to me
8 that you've destroyed that unit, that trade name unit, and I
9 don't believe that the salient individual terms are
10 protectable.

11 Now, if you have something to the contrary I'd
12 certainly be glad to take a look at it. But --

13 MR. KAPPIL: If I'm hearing from the court, I hear
14 loud and clear the court's inclination in this aspect. So let
15 me meet with Mr. Patterson for about a few minutes.

16 THE COURT: All right. You can use the jury room if
17 you'd like.

18 MR. KAPPIL: Thank you.

19 (Recess taken from 2:15 p.m. to 2:45 p.m.)

20 MR. KAPPIL: May it please the court?

21 THE COURT: You may, Counsel.

22 MR. KAPPIL: It looks like the court will be able to
23 after all do the deer hunting the court was anticipating.

24 THE COURT: Whatever you say.

25 MR. KAPPIL: We have resolved it.

1 THE COURT: All right.

2 (Pause).

3 THE COURT: All right. I'm going to read this into
4 the record as it has been presented to me, and then I'm going
5 to ask counsel and Mr. Patterson if this is an accurate
6 representation of the settlement.

7 (Reading) The defendant by its attorneys hereby
8 consents to the entry of a judgment in the foregoing action
9 pursuant to Rule 68 of the Federal Rules of Civil Procedure for
10 the amount of \$209,500 as well as consenting to an order
11 prohibiting defendant from using the names, quote, "Superstars
12 of Wrestling," end quote, "Superstar Wrestling" and "Superstars
13 of Pro Wrestling" in conjunction with wrestling activities in
14 the United States and permitting plaintiff to use said names in
15 connection with wrestling activities.

16 This offer of judgment does not preclude any party
17 from using the term "Superstars." And it's signed by Michael,
18 Best & Friedrich by Charles P. Graupner, one of the attorneys
19 for the defendant, and it's accepted by Albert P. Patterson,
20 and it's dated November 25, 1992.

21 Now, counsel for the plaintiff, does that accurately
22 reflect the agreement that has been reached for the settlement
23 of this matter?

24 MR. KAPPIL: Your Honor, this was a Rule 68 offer of
25 judgment. My client has accepted the offer of judgment.

1 THE COURT: All right. Mr. Graupner, does that
2 accurately reflect the offer in settlement of this matter?

3 MR. GRAUPNER: Yes, Your Honor.

4 THE COURT: Mr. Patterson, does this accurately
5 reflect the settlement of this matter?

6 MR. PATTERSON: Yes, sir.

7 THE COURT: All right. Now, counsel, approximately
8 how long is it going to take you to get the money to the
9 plaintiff's counsel?

10 MR. GRAUPNER: The amount of \$9,500 was paid this
11 afternoon. We would be able to pay I'm reasonably sure by the
12 end of next week the remaining.

13 MR. KAPPIL: That's fine, Your Honor.

14 THE COURT: All right. So can we say by the 7th then
15 of December?

16 MR. GRAUPNER: That's fine.

17 MR. KAPPIL: That's fine.

18 THE COURT: All right. Well, counsel, and
19 Mr. Patterson, I want to compliment you on your being able to
20 resolve your differences in this matter. I think it was a very
21 wise decision on both sides, and I think it will allow you both
22 now to go about your business without having to spend any more
23 time in the environs here in court. I can't exactly say that
24 I'm sorry that you're not going to be back in here, but I did
25 appreciate the cooperation and the good spirit with which you,

1 both sides, represented their clients and did so very admirably
2 and very professionally.

3 MR. KAPPIL: On behalf of my client, Your Honor, we
4 thank you for allowing us to practice before you. We enjoyed
5 it.

6 THE COURT: Thank you. Thank you.

7 MR. NABORSEK: On behalf of the WWA, Your Honor, may I
8 wish you and the rest of the court a Happy Thanksgiving.

9 THE COURT: Thank you. And the same to all of you.

10 (2:50 p.m., hearing concluded.)

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1 UNITED STATES DISTRICT COURT
2 EASTERN DISTRICT OF WISCONSIN
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4 I, JOHN T. SCHINDHELM, RPR, CM., Official Court
5 Reporter for the United States District Court, Eastern District
6 of Wisconsin, do hereby certify that I reported the foregoing
7 proceedings had on November 25, 1993, and that the same is true
8 and correct in accordance with my original machine shorthand
9 notes taken at said time and place.

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John Schindhelm

Official Court Reporter

United States District Court

Dated this 9th day of February, 1993.
Milwaukee, Wisconsin.

EXHIBIT 3

file - Al Patterson

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

CLOSED

Copy mailed to attorneys for parties by the Court pursuant to Rule 77 (d) Federal Rules of Civil Procedure.

LOUIS JONES, Trustee, and
WORLD WRESTLING ASSOCIATION,
successor to UNITED WRESTLING
ASSOCIATION d/b/a U.W.A.
SUPERSTAR WRESTLING,

Plaintiff,

Case No. 90-C-991

v.

TITAN SPORTS, INC.,

Defendant.

U.S. DIST. COURT EAST DIST. WISC.
FILED
JAN 22 1993
ORDER
SOPHIA J. WIELGOSKY

ORDER

The Plaintiffs in the above-captioned case have moved for the entry of judgment. Having reviewed the transcript of the settlement conference conducted on November 25, 1992, the court finds that the Plaintiffs accepted the terms of the Defendant's offer of judgment as recited at the hearing and that, based upon the terms of that offer, the court ORDERS that the "Plaintiffs' Motion for Entry of Judgment Under Rule 68" (filed December 18, 1992) IS GRANTED according to the following terms:

IT IS ORDERED that, pursuant to Federal Rule of Civil Procedure 58, the Clerk of Court shall enter a final judgment as a separate document. This judgment shall provide that:

Plaintiffs Louis Jones and World Wrestling Association, successor to United Wrestling Association d/b/a U.W.A. Superstar Wrestling and Defendant Titan Sports, Inc. having consented to a settlement of all the claims raised in this case,

By _____
Deputy Clerk
Dated: 1/19/93

IT IS ORDERED AND ADJUDGED

that Plaintiffs Louis Jones and World Wrestling Association, successor to United Wrestling Association d/b/a U.W.A. Superstar Wrestling recover from Defendant Titan Sports, Inc. the amount of \$209,500, which amount has been paid and satisfied.

IT IS FURTHER ORDERED AND ADJUDGED

that Defendant Titan Sports, Inc. is permanently enjoined from using the names "Superstar of Wrestling," "Superstar Wrestling," and "Superstars of Pro Wrestling" in connection with wrestling activities in the United States, and that Plaintiffs Louis Jones and World Wrestling Association, successor to United Wrestling Association d/b/a U.W.A. Superstar Wrestling are permitted to use said names in connection with wrestling activities. This judgment does not preclude any party from using the term "Superstars."

IT IS FURTHER ORDERED AND ADJUDGED

that this action is dismissed with prejudice.

Done and Ordered in Chambers at the United States Courthouse, Milwaukee, Wisconsin this 22nd day of January, 1993.

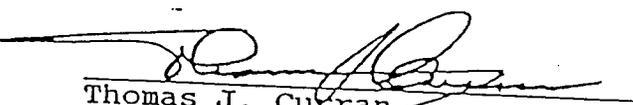

Thomas J. Cuyran
United States District Judge

EXHIBIT 4

UNITED STATES DISTRICT COURT

EASTERN District of WISCONSIN

AMENDED
JUDGMENT IN A CIVIL CASE

LOUIS JONES, Trustee, and WORLD
WRESTLING ASSOCIATION, etal

v.

CASE NUMBER: 90-C-991

TITAN SPORTS, INC.

U.S. District Court
Eastern Dis. of Wis.
I hereby certify that this is a
true and correct copy of the original
now remaining of record in my office.
SOFRON B. NEDILSKY, Clerk

DATED:

DEC 21 1993

By K.M. Maxwell
Deputy

Jury Verdict. This action came before the Court for a trial by jury. The issues have been tried and the jury has rendered its verdict.

Decision by Court. This action came to hearing before the Court. The issues have been heard and a decision has been rendered.

Plaintiffs Louis Jones and World Wrestling Association, successor to United Wrestling Association d/b/a U.W.A. Superstar Wrestling and Defendant Titan Sports, Inc. having consented to a settlement of all the claims raised in this case,

IT IS ORDERED AND ADJUDGED that Plaintiffs Louis Jones and World Wrestling Association, successor to United Wrestling Association d/b/a U.W.A. Superstar Wrestling recover from Defendant Titan Sports, Inc. the amount of \$209,500, which amount has been paid and satisfied.

IT IS FURTHER ORDERED AND ADJUDGED that the Defendant Titan Sports, Inc. is permanently enjoined from using the names "Superstars of Wrestling," "Superstar Wrestling" and "Superstars Pro Wrestling in connection with wrestling activities in the United States, and that Plaintiffs Louis Jones and World Wrestling Association, successor to United Wrestling Association d/b/a U.W.A. Superstar Wrestling are permitted to use said names in connection with wrestling activities. This judgment does not reclude any party from using the term "Superstars".

IT IS FURTHER ORDERED AND ADJUDGED that this action is dismissed with prejudice.

Dated: December 7, 1993

SOFRON B. NEDILSKY, Clerk

D. McLeod
(By) Deputy Clerk

EXHIBIT 5

THIS DISPOSITION
IS NOT CITABLE AS PRECEDENT
OF THE T.T.A.B.

UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
Trademark Trial and Appeal Board
2900 Crystal Drive
Arlington, Virginia 22202-3513

MAILED

AUG 12 1999

PAT. & T.M. OFFICE

Cancellation No. 24,465

Superstars of Wrestling
(WWA Superstars), Inc.

v.

Titan Sports, Inc.

Before Cissel, Quinn and Rogers,
Administrative Trademark Judges.

Opinion by Rogers,
Administrative Trademark Judge:

There are a variety of motions ready for consideration in this case. To consider these in context, we begin by reviewing some of the procedural history. First, however, the designation of plaintiff must be addressed.

The caption of the petition for cancellation lists both a Wisconsin corporation, Superstars of Wrestling (WWA Superstars), Inc., and an individual, Albert Patterson. The petition was only accompanied by a single petition fee. The body of the petition identifies petitioner as a Wisconsin corporation and the signature line lists Albert Patterson as president of the corporation. Accordingly, we have amended

the caption for this case to limit it to the one corporate plaintiff.

Plaintiff's Pleading and Subsequent Motions

Defendant owns registration no. 1,819,240 for the mark WWF SUPERSTARS for "entertainment services; namely television programs featuring wrestling exhibitions and live performances by professional wrestler/entertainers" in class 41. Plaintiff, appearing pro se at the outset of this case, seeks cancellation based on a petition which includes the following averments:

Petitioner has registered the service mark SUPERSTARS OF WRESTLING, Serial Number 74-429666. The registration date was October 4, 1994 and the registration number is 1857015.

Petitioner has been in the business of providing professional wrestling entertainment since 1979. Since that time, petitioner has developed the first use of ... SUPERSTARS OF WRESTLING, SUPERSTAR WRESTLING, and SUPERSTARS OF PRO WRESTLING in Wisconsin and other states.

[petition's discussion of civil litigation involving parties and plaintiff's predecessors and affiliates omitted]

Petitioner is in the business of professional entertainment and has been attempting to promote his business using the mark on television. However, he is having difficulty obtaining agreements to broadcast on television because Titan Sports, Inc. is claiming a right to use the term WWF "Superstars".

Titan Sports['] claims to the service mark Superstars, infringes upon petitioner's rights to use his service marks.

In lieu of an answer, defendant filed a motion to dismiss under Fed. R. Civ. P. 12(b)(6) or, in the alternative, for entry of summary judgment on the basis that the preclusive effect of a prior civil action bars plaintiff from pursuing its petition. Plaintiff then filed two papers which we construe as responses to defendant's motion. Only the first of these can be considered a timely response. Defendant then filed a reply addressing both of plaintiff's papers.¹

Concurrently with its filing of the reply on its motion to dismiss or for summary judgment, defendant filed a motion for sanctions under Fed. R. Civ. P. 11. Defendant alleges that the petition is "presented for the improper purpose of harassing" defendant and "the claims and other legal contentions therein are unwarranted by existing law or by a nonfrivolous argument for the extension, modification, or reversal of existing law."

After defendant's filing of its motion to dismiss or for summary judgment, the Board issued an order suspending proceedings in this case, except for matters germane to defendant's motion. Though the motion for sanctions was filed after the suspension order, it had originally been

¹ Though the first of plaintiff's papers bears no proof of service, defendant's reply acknowledges receipt of a service copy. Thus, we are not concerned with defendant's complaint regarding the absence of proof of service.

served on plaintiff concurrently with service of the motion to dismiss or for summary judgment. Filing with the Board was delayed because of the "safe harbor" provision of FRCP 11. Plaintiff was put on notice of defendant's intent to file the Rule 11 motion before suspension was ordered and, therefore, we do not consider the filing of the motion to have been barred by the Board's suspension order.

The summarized activities occurred between January 24, 1996, when the Board forwarded notice of the petition to defendant, and April 19, 1996, when defendant concurrently filed its reply brief on the motion to dismiss or for summary judgment and its motion for sanctions.

There are three subsequent entries in the file, each from plaintiff, but none was submitted within the time for filing a response to the motion for sanctions and none addresses the motion for sanctions. The first, though dated April 1, 1995, is date-stamped as having arrived at the Board on June 6, 1996. It appears to be nothing more than a duplicate of plaintiff's untimely second response to plaintiff's motion to dismiss or for summary judgment. The second and third papers both were prepared for and submitted first to the U.S. District Court for the Eastern District of Wisconsin. Each bears a date stamp from that Court and a subsequent date stamp from the Board. It appears that each

was filed with the court, returned to plaintiff and then filed with the Board.

Some 14 months after filing of the motion for sanctions, counsel for plaintiff entered an appearance by filing a motion to "extend" the time for filing plaintiff's responses to defendant's motion to dismiss or for summary judgment and to defendant's motion for sanctions. This was contested by defendant. Plaintiff replied and defendant moved to strike the reply. The motion to strike is uncontested.

In January, 1998, plaintiff filed copies of correspondence between plaintiff and the U.S. Copyright Office and between plaintiff and its counsel. Plaintiff failed to explain why these copies were forwarded to the Board; and there is no proof of service of copies on counsel for defendant. In March, 1999, plaintiff filed correspondence providing a new address and phone number for its counsel. This, too, is devoid of any proof of service.

Discussion and Rulings

Defendant's motion for sanctions under Federal Rule 11 has essentially been conceded. Plaintiff, during the period of time it was not represented by counsel, failed to file any response to defendant's motion. When counsel was retained, counsel filed an inappropriate motion to "extend" the time for responding to defendant's motion.

When the time for filing a response to a motion has expired, but the non-moving party would like to contest the motion, the proper filing is a motion to reopen the time for filing the response. See Fed. R. Civ. P. 6(b)(2). Even an improper motion to extend can be considered as a motion to reopen, but to be granted, the motion must establish the excusable neglect required of a motion to reopen. Plaintiff's counsel's motion does not even come close to establishing excusable neglect. Thus, we deny the motion to "extend" and we need not consider the response, the reply, or the motion to strike the reply.

Since defendant's motion for entry of sanctions has not been contested by plaintiff, and plaintiff has not established the excusable neglect necessary to reopen its time for contesting the motion, we may grant the motion as conceded. See Trademark Rule 2.127(a). Through its motion for sanctions, defendant seeks (1) dismissal of plaintiff's petition, (2) cancellation of the registration asserted by plaintiff in its petition, and (3) whatever other relief the Board may find appropriate. Under the circumstances, we grant the motion as conceded but only find it appropriate to dismiss the petition for cancellation.

We also dismiss the petition on the alternative basis that plaintiff is not, as a matter of law, entitled to the relief sought in its petition. See Fed. R. Civ. P. 56.

Summary judgment may be entered in favor of the moving party when the movant meets its burden of demonstrating the absence of any genuine issue of fact by showing that there is an absence of evidence to support the nonmovant's case. See *Celotex Corp. v. Catrett*, 477 U.S. 317 (1986); *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242 (1986); and *Kellogg Co. v. Pack'Em Enterprises Inc.*, 951 F.2d 330, 21 USPQ2d 1142 (Fed. Cir. 1991). Disputes over facts which would not alter our decision on the relevant legal issues will not prevent entry of summary judgment. Kellogg, *supra*.

It is clear that plaintiff's pleading, prepared without assistance of counsel, fails to state a claim upon which relief could be granted. The petition implies, because of its claim of infringement, a claim of priority of use and likelihood of confusion under Section 2(d) of the Trademark Act.

Usually, when a motion to dismiss under Federal Rule 12 is well-taken, as is defendant's motion in this case, the Board will grant the plaintiff leave to replead. If the plaintiff then fails to replead, the motion to dismiss will be granted. In the case at hand, the efficacy of allowing plaintiff leave to plead a proper claim under Section 2(d) is questionable.

We assume, for the sake of argument, that plaintiff could replead a proper claim under Section 2(d) and, in

doing so, would rely on the marks set forth in the current pleading. We would then have to compare the pleaded marks of plaintiff, and the services for which they are used (and, in one instance, registered), with the registered mark of defendant, and the services for which the mark has been registered, to decide whether there exists a likelihood that consumers would be confused. The services of the parties are identical, or so close that any differences are of little import. We would be left, then, to compare the marks.

Plaintiff has registered the mark SUPERSTARS OF WRESTLING with a star design framed by the letters S and W. Plaintiff also claims use of SUPERSTARS OF WRESTLING, SUPERSTAR WRESTLING, and SUPERSTARS OF PRO WRESTLING. The parties do not dispute the District Court's finding that plaintiff is entitled to use these marks. Both parties, however, also acknowledge that the Court determined that each was free to use the term SUPERSTARS. While defendant obtained its registration for WWF SUPERSTARS without any disclaimer of the word SUPERSTARS, it subsequently filed a request with the Post Registration Section to enter such a disclaimer.

Under these circumstances, when we compare WWF SUPERSTARS, with "Superstars" disclaimed, and plaintiff's pleaded marks, there is no basis for finding a likelihood of

confusion among consumers. We hold, as a matter of law, that there would be no likelihood of confusion among consumers.

Finally, we hold, as a matter of law, that plaintiff can suffer no real damage from defendant's registration of WWF SUPERSTARS. The district court has held each party entitled to use "Superstars." Defendant's coupling of the acronym WWF with "Superstars" and registration of the resulting composite with a disclaimer of "Superstars" cannot be the source of damage to plaintiff, in view of its pleaded marks.

In conclusion, the petition is dismissed as a sanction against plaintiff, in view of plaintiff's failure to contest defendant's motion for sanctions; and the petition is dismissed because, as a matter of law, we find no likelihood of confusion among consumers because of the contemporaneous use and registration of the parties' respective marks.



R. F. Cissel



T. J. Quinn



G. F. Rogers

Administrative Trademark
Judges, Trademark Trial
and Appeal Board

EXHIBIT 6

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into as of June __, 2007, by and between World Wrestling Entertainment, Inc. ("WWE") and Good Humor Corp., now known as Conopco, Inc., d/b/a Unilever ("Good Humor") on one hand, and Albert Patterson individually and d/b/a World Wrestling Association, Superstars of Wrestling, Inc. and W.W.A. Superstars ("Patterson") on the other hand. WWE, Good Humor, and Patterson shall be referred to in the Agreement, at times, as the "Parties."

WHEREAS, Patterson filed a lawsuit in the United States District Court for the Eastern District of Wisconsin captioned *Albert Patterson d/b/a World Wrestling Association, Superstars of Wrestling, Inc.; and d/b/a W.W.A. Superstars v. World Wrestling Entertainment, Inc.; and Good Humor Corp., d/b/a Good Humor Breyers Ice Cream*, at Case No. 03-CV-0374 (the "Lawsuit").

WHEREAS, WWE asserted counterclaims in the Lawsuit against Patterson for abuse of process, unfair competition under 15 U.S.C. § 1125(a), tortious interference, and trade libel (the "Counterclaims").

WHEREAS, the district court granted summary judgment in favor of WWE and Good Humor and dismissed all of Patterson's claims in the Lawsuit.

WHEREAS, the district court granted in part WWE and Good Humor's petition and supplemental petition for attorneys' fees and costs and entered a judgment against Patterson and in favor of WWE and Good Humor for \$51,308.47 (the "Judgment").

WHEREAS, WWE and Good Humor initiated garnishment proceedings against Patterson in the Circuit Court for the State of Wisconsin, Milwaukee County, seeking to

execute on the Judgment (the "Garnishment Action").

WHEREAS, Patterson filed a notice of appeal with the United States Court of Appeals for the Seventh Circuit (Case No. 06-3555) purportedly appealing the district court's grant of summary judgment and entry of the Judgment in the Lawsuit (the "Appeal").

NOW, THEREFORE, in consideration of the following mutual promises and undertakings, the Parties hereto, INTENDING TO BE LEGALLY BOUND, agree as follows:

1. Each of the Parties hereto specifically represents and confirms that he or it (i) has reviewed this Agreement; (ii) is fully aware of its contents and legal effects; (iii) has been independently advised by counsel of his or its choice, in whom he or it has full and complete confidence, with respect to this Agreement and all matters embraced by it; and (iv) either individually, or through its authorized representative indicated below, is fully authorized to execute this Agreement.

2. Within five (5) days of execution of the Agreement, Patterson shall take all necessary measures to dismiss the Appeal with prejudice. Each Party shall bear his or its own costs, including, without limitation, attorneys' fees, in connection with the Appeal.

3. Patterson hereby waives all appellate rights with respect to the district court's grant of summary judgment to WWE and Good Humor and/or the Judgment in the Lawsuit.

4. Within thirty (30) days of execution of the Agreement, Patterson will pay WWE \$1500.00. Such payment shall be made either by cashier's check or money order,

payable to "World Wrestling Entertainment, Inc." and mailed, via certified mail
(signature required), directly to WWE and Good Humor's counsel, Curtis B. Krasik, at:

Curtis B. Krasik
Kirkpatrick & Lockhart Nicholson Graham LLP
Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, PA 15222-2312

5. Within fourteen (14) days of receipt of Patterson's payment of \$1500.00 by WWE and Good Humor's counsel, WWE and Good Humor shall take all necessary measures to designate the Judgment as fully satisfied and to dismiss the Garnishment Action with prejudice.

6. Patterson hereby generally and unconditionally RELEASES, ACQUITS, AND FOREVER DISCHARGES WWE and Good Humor and each of their subsidiaries, affiliates, divisions, parents (including, without limitation, Unilever N.V. and Unilever PLC), predecessors, successors and/or assigns, together with their respective past, present and future officers, directors, employees, independent contractors, agents, talent, partners, beneficiaries, trustees, spouses heirs, administrators and legal representatives acting in their capacities on behalf of WWE or Good Humor, from any and all manner of claims, counterclaims, cross-claims, demands, actions, rights, disputes, allegations, indebtedness, agreements, promises, causes of action, sanctions, claims for attorneys' fees, costs, responsibilities, obligations, expenses, covenants, suits, judgments, damages (including, without limitation, compensatory, consequential and/or punitive damages) and liabilities of any nature whatsoever, in law or in equity, based on any federal or state law, statute, common law right of action or otherwise, which Patterson ever had, now has, or ever may have against WWE and Good Humor, whether now known or unknown, claimed or

unclaimed, asserted or unasserted, foreseen or unforeseen, suspected or unsuspected, discovered or undiscovered, accrued or unaccrued, anticipated or unanticipated, alleged or litigated, for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of time through the date of this Agreement.

7. Except as set forth below, upon receipt of Patterson's payment of \$1500.00 by WWE and Good Humor's counsel, WWE agrees to RELEASE, ACQUIT, AND FOREVER DISCHARGE Patterson from the Counterclaims. Provided, however, in the event that Patterson brings, asserts, initiates and/or alleges any claim, demand, action, proceeding, complaint, suit, declaration, or petition of any kind or nature whatsoever in any forum against WWE, the Parties acknowledge and agree that WWE shall be entitled to assert the Counterclaims against Patterson in the United States District Court for the Eastern District of Wisconsin and/or the Circuit Court for the State of Wisconsin, Milwaukee County. The Parties further agree that the running of any applicable statutes of limitations or repose and any other defense, in law or equity, relating to the passage of time, including, without limitation, laches, limitation periods, estoppel, waiver, and notices, are hereby tolled and suspended with respect to the Counterclaims as of the date of this Agreement and continuing in the future for all time. Patterson hereby waives and covenants not to assert any and all defenses in law and equity relating to the passage of time with respect to the Counterclaims, including, without limitation, laches, limitation periods, estoppel, waiver, and notices defenses, that did not exist at the time the Counterclaims originally were asserted by WWE in the Lawsuit.

8. The Agreement shall be considered as drafted jointly by the Parties, and no

uncertainty or ambiguity found in the Agreement shall be construed for or against any party based on an attribution of drafting to any Party. If any provision of this Agreement as presently written shall be construed to be illegal, invalid or unenforceable by a court of competent jurisdiction, said illegal, invalid or unenforceable provision shall be deemed to be amended and shall be construed by the court to have the broadest scope permissible under applicable law, and if no validating construction is possible, shall be severed from the rest of the Agreement, and the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby and shall remain in effect.

9. The Agreement contains the entire understanding of the Parties and supersedes all prior oral and written communications and agreements with respect to the subject matter hereof. The Agreement shall not be modified or amended except by an instrument in writing signed by each of the Parties or their authorized representatives.

10. The Parties specifically agree that the laws of the State of Wisconsin shall govern all issues regarding the enforcement, interpretation, and effect of this Agreement.

11. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The transmission of signed facsimiles or signed scanned and e-mailed pdf versions of the Agreement shall be deemed original signatures for purposes of the Agreement.

IN WITNESS WHEREOF, intending to be legally bound, the Parties knowingly and voluntarily execute the Agreement as of the date first written above:

ALBERT PATTERSON

Albert P. Patterson
Albert Patterson

SUBSCRIBED and SWORN TO before me this ___ day of June, 2007, by Albert
Patterson

Shannon Hilliard
Notary Public

SHANNON N. HILLIARD
NOTARY PUBLIC
STATE OF WISCONSIN

My commission expires: 07-19-09

WORLD WRESTLING ENTERTAINMENT, INC.

Edward L. Kaufman
Executive Vice President and General Counsel

SUBSCRIBED and SWORN TO before me this ___ day of June, 2007, by Edward L.
Kaufman

Notary Public

My commission expires: .

GOOD HUMOR CORP., now known as CONOPCO, INC., d/b/a UNILEVER

Brian S. Chevlin
Deputy General Counsel--Litigation/Ice Cream

SUBSCRIBED and SWORN TO before me this ___ day of April 2007, by Brian S.
Chevlin

Notary Public

My commission expires: