

ESTTA Tracking number: **ESTTA552286**

Filing date: **08/05/2013**

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

Notice of Opposition

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

Opposer Information

| | |
|---------------------------------------|---|
| Name | Creem International, Inc. |
| Granted to Date of previous extension | 08/04/2013 |
| Address | 1966 US-1 South St. Augustine, FL 32086 UNITED STATES |
| Attorney information | Mark D. Schneider Gifford, Krass, Sprinkle, Anderson & Citkowski, P.C. P.O. Box 7021 Troy, MI 48007-7021 UNITED STATES docket@patlaw.com |

Applicant Information

| | | | |
|------------------------|---|------------------------|------------|
| Application No | 85713843 | Publication date | 02/05/2013 |
| Opposition Filing Date | 08/05/2013 | Opposition Period Ends | 08/04/2013 |
| Applicant | Kramer, Jacob 4166 James River Road New Albany, OH 43054 UNITED STATES | | |

Goods/Services Affected by Opposition

| |
|---|
| Class 015. All goods and services in the class are opposed, namely: Capos; Cases for musical instruments; Drumsticks; Guitar accessories, namely, guitar slides; Guitar picks; Guitar straps |
|---|

Grounds for Opposition

| | |
|--------------------------------------|----------------------------|
| Priority and likelihood of confusion | Trademark Act section 2(d) |
|--------------------------------------|----------------------------|

Marks Cited by Opposer as Basis for Opposition

| | | | |
|----------------------|----------|-----------------------|------------|
| U.S. Application No. | 85641284 | Application Date | 06/01/2012 |
| Registration Date | NONE | Foreign Priority Date | NONE |
| Word Mark | CREEM | | |
| Design Mark | | | |
| Description of | NONE | | |

| | |
|----------------|--|
| Mark | |
| Goods/Services | Class 025. First use: First Use: 2004/12/31 First Use In Commerce: 2004/12/31 Clothing, namely, shirts and caps Class 041. First use: First Use: 2004/12/31 First Use In Commerce: 2004/12/31 Magazine publishing; Providing non-downloadable on-line magazines in the field of music and entertainment |

| | | | |
|----------------------|--|-----------------------|------------|
| U.S. Application No. | 85641284 | Application Date | 06/01/2012 |
| Registration Date | NONE | Foreign Priority Date | NONE |
| Word Mark | CREEM | | |
| Design Mark | | | |
| Description of Mark | NONE | | |
| Goods/Services | Class 025. First use: First Use: 2004/12/31 First Use In Commerce: 2004/12/31 Clothing, namely, shirts and caps Class 041. First use: First Use: 2004/12/31 First Use In Commerce: 2004/12/31 Magazine publishing; Providing non-downloadable on-line magazines in the field of music and entertainment | | |

| | | | |
|----------------------|--|-----------------------|------------|
| U.S. Application No. | 85641318 | Application Date | 06/01/2012 |
| Registration Date | NONE | Foreign Priority Date | NONE |
| Word Mark | BOY HOWDY! | | |
| Design Mark | | | |
| Description of Mark | The mark consists of the wording "BOY HOWDY!" appearing in a speech balloon adjacent to a bottle with human features including arms, hands, legs, feet and a face. | | |
| Goods/Services | Class 025. First use: First Use: 2004/12/31 First Use In Commerce: 2004/12/31 Clothing, namely, shirts and caps Class 041. First use: First Use: 2004/12/31 First Use In Commerce: 2004/12/31 Magazine publishing; providing non-downloadable on-line magazines in the field of music and entertainment | | |

| | |
|-------------|---|
| Attachments | Notice of Opposition.pdf(7784 bytes) Exhibits A-H reduced.pdf(3298786 bytes) |
|-------------|---|

Certificate of Service

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

| | |
|-----------|---------------------|
| Signature | /Mark D. Schneider/ |
| Name | Mark D. Schneider |
| Date | 08/05/2013 |

BOY HOWDY! and the CREEM logo, Opposer has developed exceedingly valuable goodwill and consumer recognition in connection with each of those marks.

34. Applicant's Mark which is the subject of this Opposition is so closely similar to Opposer's BOY HOWDY! and CREEM logo marks in appearance, meaning, and commercial impression, and is used for closely related goods, so as to cause confusion and lead to deception as to the origin of Applicant's goods identified with the Applicant's Mark opposed herein. This similarity and likelihood of confusion are heightened by the identical drawing incorporated into Applicant's mark. In particular, Applicant's goods are likely to be confused with Opposer's goods and mistaken therefore.

35. If the Applicant is permitted to use and register the pending mark for the goods of the Applicant listed in the Application herein opposed, confusion in trade resulting in damage and injury to the Opposer would be caused and would result by reason of use of the nearly identical mark on identical or closely related goods by both Applicant and Opposer. Persons familiar with Opposer's use of the term and mark would be likely to buy Applicant's goods as and for goods offered by the Opposer. Any such confusion in trade inevitably would result in loss of sales to the Opposer. Furthermore, any defect, objection or fault found with Applicant's goods marketed under its mark would necessarily reflect upon and seriously injure the reputation which the Opposer has established for its goods merchandised under BOY HOWDY! and CREEM logo marks.

36. If the Applicant is granted the registration herein opposed, it would thereby obtain at least a *prima facie* exclusive right to the use of its mark, in direct conflict with

Exhibit A

Generated on: This page was generated by TSDR on 2013-08-05 09:46:05 EDT

Mark: BOY HOWDY! CREEM



US Serial Number: 85713843

Application Filing Date: Aug. 27, 2012

Filed as TEAS Plus: Yes

Currently TEAS Plus: Yes

Register: Principal

Mark Type: Trademark

Status: A request for an extension of time to file an opposition has been filed with the Trademark Trial and Appeal Board. For further information, see TTABVue on the Trademark Trial and Appeal Board web page.

Status Date: Feb. 28, 2013

Publication Date: Feb. 05, 2013

Mark Information

Mark Literal Elements: BOY HOWDY! CREEM

Standard Character Claim: No

Mark Drawing Type: 3 - AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)/NUMBER(S)

Description of Mark: The mark consists of the wording "BOY HOWDY!" appearing in a speech balloon adjacent to a bottle with human features including arms, hands, legs, feet and a face set above the word "CREEM" in a unique stylized font.

Color(s) Claimed: Color is not claimed as a feature of the mark.

Design Search Code(s): 01.15.08 - Teardrop (a single drop); Single drop (rain, tear, etc.); Raindrop (a single drop)
01.15.17 - Clouds, thought or speech; Balloons, thought or speech; Thought or speech clouds
04.01.25 - Sherlock Holmes; Witches; Wizards; Robin Hood; Pied Piper; Paul Bunyan; Other supernatural, fictional or legendary characters; Men, Wizards; Genies; Giants
26.01.01 - Circles as carriers or as single line borders
26.01.02 - Circles, plain single line; Plain single line circles

Goods and Services

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

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

For: Capos; Cases for musical instruments; Drumsticks; Guitar accessories, namely, guitar slides; Guitar picks; Guitar straps

International Class(es): 015 - Primary Class

U.S Class(es): 002, 021, 036

Class Status: ACTIVE

Basis: 1(b)

Basis Information (Case Level)

Filed Use: No

Currently Use: No

Amended Use: No

Filed ITU: Yes

Currently ITU: Yes

Amended ITU: No

Filed 44D: No

Currently 44D: No

Amended 44D: No

Filed 44E: No

Currently 44E: No

Amended 44E: No

Filed 66A: No

Currently 66A: No

Filed No Basis: No

Currently No Basis: No

Current Owner(s) Information

Owner Name: Kramer, Jacob

Owner Address: 4166 James River Road
New Albany, OHIO 43054
UNITED STATES

Legal Entity Type: INDIVIDUAL

Citizenship: UNITED STATES

Attorney/Correspondence Information

Attorney of Record - None

Correspondent

Correspondent Name/Address: KRAMER, JACOB
4166 JAMES RIVER RD
NEW ALBANY, OHIO 43054-8939
UNITED STATES

Phone: 917-442-8306

Correspondent e-mail: jjkramer76@gmail.com

Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

| Date | Description | Proceeding Number |
|---------------|--|-------------------|
| Feb. 28, 2013 | EXTENSION OF TIME TO OPPOSE RECEIVED | |
| Feb. 05, 2013 | OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED | |
| Feb. 05, 2013 | PUBLISHED FOR OPPOSITION | |
| Jan. 16, 2013 | NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED | |
| Dec. 22, 2012 | APPROVED FOR PUB - PRINCIPAL REGISTER | |
| Dec. 19, 2012 | ASSIGNED TO EXAMINER | 73360 |
| Sep. 06, 2012 | NOTICE OF DESIGN SEARCH CODE AND PSEUDO MARK MAILED | |
| Sep. 05, 2012 | NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM | |
| Aug. 30, 2012 | NEW APPLICATION ENTERED IN TRAM | |

TM Staff and Location Information

TM Staff Information

TM Attorney: BLANDU, FLORENTINA

Law Office Assigned: LAW OFFICE 117

File Location

Current Location: PUBLICATION AND ISSUE SECTION

Date in Location: Dec. 28, 2012

Proceedings

Summary

Number of Proceedings: 1

Type of Proceeding: Extension of Time

Proceeding Number: [85713843](#)

Filing Date: Feb 28, 2013

Status: Not Instituted

Status Date: Feb 28, 2013

Interlocutory Attorney:

Defendant

Name: Kramer, Jacob

Correspondent Address: KRAMER, JACOB
4166 JAMES RIVER RD
NEW ALBANY OH , 43054-8939

Associated marks

| Mark | Application Status | Serial Number | Registration Number |
|------------------|--|--------------------------|---------------------|
| BOY HOWDY! CREEM | Request For Extension of Time to File Opposition | 85713843 | |

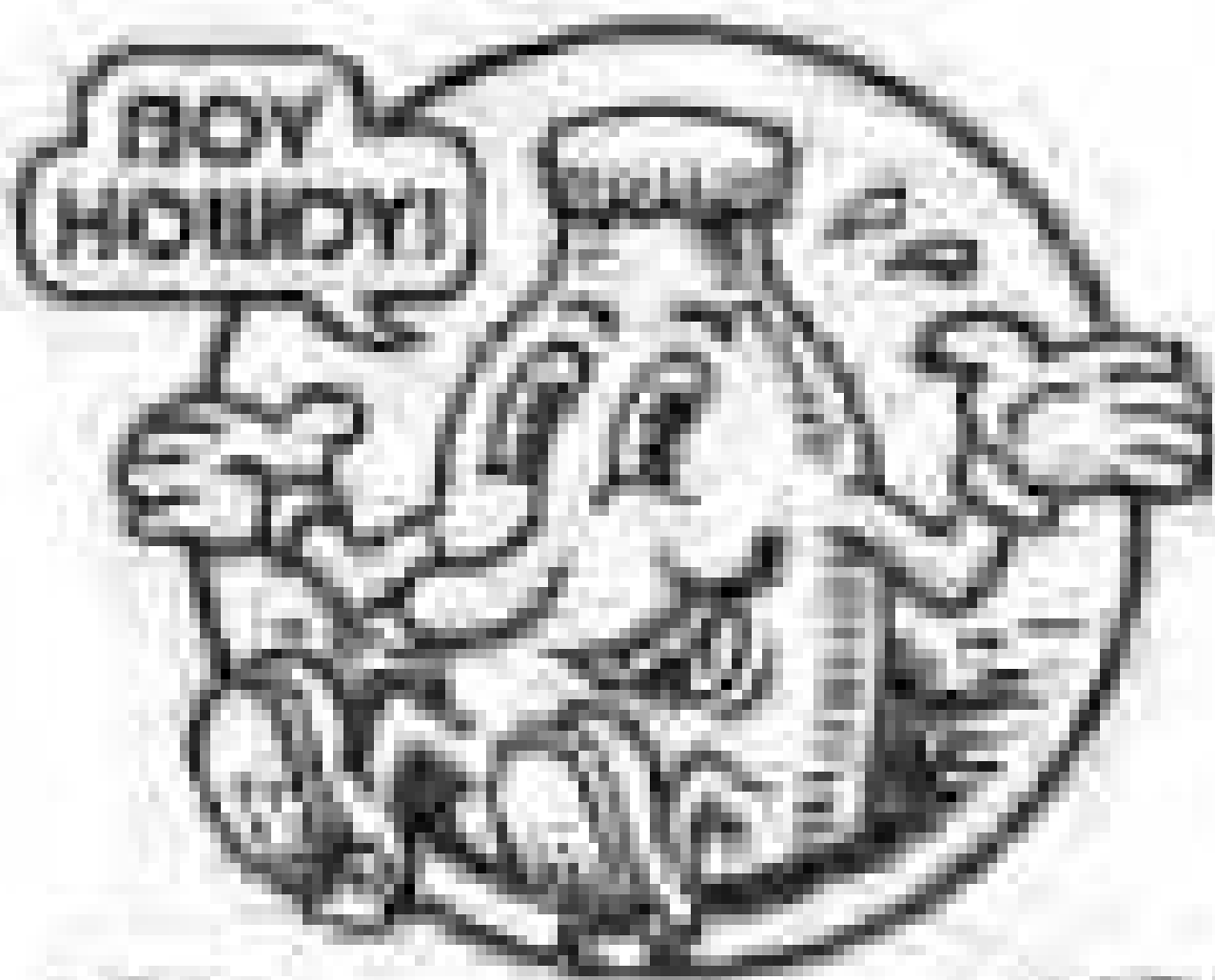
Potential Opposer(s)

Name: Creem International, Inc.

Correspondent Address: Mark D. Schneider
Gifford, Krass, Sprinkle, Anderson & Citkowski, P.C.
P.O. Box 7021
Troy MI , 48007-7021
UNITED STATES

Correspondent e-mail: docket@patlaw.com

| Prosecution History | | | |
|---------------------|-------------------------------------|--------------|----------|
| Entry Number | History Text | Date | Due Date |
| 1 | INCOMING - EXT TIME TO OPPOSE FILED | Feb 28, 2013 | |
| 2 | EXTENSION OF TIME GRANTED | Feb 28, 2013 | |
| 3 | INCOMING - EXT TIME TO OPPOSE FILED | Apr 01, 2013 | |
| 4 | EXTENSION OF TIME GRANTED | Apr 01, 2013 | |
| 5 | INCOMING - EXT TIME TO OPPOSE FILED | Jun 05, 2013 | |
| 6 | EXTENSION OF TIME GRANTED | Jun 05, 2013 | |



CRACK

Trademark/Service Mark Application, Principal Register

TEAS Plus Application

Serial Number: 85713843

Filing Date: 08/27/2012

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

The table below presents the data as entered.

| Input Field | Entered |
|---|---|
| TEAS Plus | YES |
| MARK INFORMATION | |
| *MARK | \\TICRS\EXPORT16\IMAGEOUT16\857\138\85713843\xml1\FTK0002.JPG |
| *SPECIAL FORM | YES |
| USPTO-GENERATED IMAGE | NO |
| LITERAL ELEMENT | BOY HOWDY! CREEM |
| *COLOR MARK | NO |
| *COLOR(S) CLAIMED (If applicable) | |
| *DESCRIPTION OF THE MARK (and Color Location, if applicable) | The mark consists of the wording "BOY HOWDY!" appearing in a speech balloon adjacent to a bottle with human features including arms, hands, legs, feet and a face set above the word "CREEM" in a unique stylized font. |
| PIXEL COUNT ACCEPTABLE | NO |
| PIXEL COUNT | 134 x 140 |
| REGISTER | Principal |
| APPLICANT INFORMATION | |
| *OWNER OF MARK | Kramer, Jacob |
| *STREET | |

| | |
|--|--|
| *STREET | 4166 James River Road |
| *CITY | New Albany |
| *STATE (Required for U.S. applicants) | Ohio |
| *COUNTRY | United States |
| *ZIP/POSTAL CODE (Required for U.S. applicants only) | 43054 |
| PHONE | 917-442-8306 |
| EMAIL ADDRESS | jjkramer76@gmail.com |
| AUTHORIZED TO COMMUNICATE VIA EMAIL | Yes |
| LEGAL ENTITY INFORMATION | |
| *TYPE | INDIVIDUAL |
| * COUNTRY OF CITIZENSHIP | United States |
| GOODS AND/OR SERVICES AND BASIS INFORMATION | |
| *INTERNATIONAL CLASS | 015 |
| *IDENTIFICATION | Capos; Cases for musical instruments; Drumsticks; Guitar accessories, namely, guitar slides; Guitar picks; Guitar straps |
| *FILING BASIS | SECTION 1(b) |
| ADDITIONAL STATEMENTS SECTION | |
| *TRANSLATION (if applicable) | |
| *TRANSLITERATION (if applicable) | |
| *CLAIMED PRIOR REGISTRATION (if applicable) | |
| *CONSENT (NAME/LIKENESS) (if applicable) | |
| *CONCURRENT USE CLAIM (if applicable) | |
| CORRESPONDENCE INFORMATION | |
| *NAME | Kramer, Jacob |
| *STREET | 4166 James River Road |
| *CITY | New Albany |
| *STATE (Required for U.S. applicants) | Ohio |

| | |
|--|----------------------|
| * COUNTRY | United States |
| * ZIP/POSTAL CODE | 43054 |
| PHONE | 917-442-8306 |
| * EMAIL ADDRESS | jjkramer76@gmail.com |
| * AUTHORIZED TO COMMUNICATE VIA EMAIL | Yes |
| FEE INFORMATION | |
| NUMBER OF CLASSES | 1 |
| FEE PER CLASS | 275 |
| * TOTAL FEE PAID | 275 |
| SIGNATURE INFORMATION | |
| * SIGNATURE | /Jacob Kramer/ |
| * SIGNATORY'S NAME | Jacob Kramer |
| * SIGNATORY'S POSITION | Owner |
| SIGNATORY'S PHONE NUMBER | 917-442-8306 |
| * DATE SIGNED | 08/27/2012 |

Trademark/Service Mark Application, Principal Register

TEAS Plus Application

Serial Number: 85713843

Filing Date: 08/27/2012

To the Commissioner for Trademarks:

MARK: BOY HOWDY! CREEM (stylized and/or with design, see [mark](#))

The literal element of the mark consists of BOY HOWDY! CREEM.

The applicant is not claiming color as a feature of the mark. The mark consists of the wording "BOY HOWDY!" appearing in a speech balloon adjacent to a bottle with human features including arms, hands, legs, feet and a face set above the word "CREEM" in a unique stylized font.

The applicant, Jacob Kramer, a citizen of United States, having an address of

4166 James River Road

New Albany, Ohio 43054

United States

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

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

International Class 015: Capos; Cases for musical instruments; Drumsticks; Guitar accessories, namely, guitar slides; Guitar picks; Guitar straps

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

The applicant's current Correspondence Information:

Kramer, Jacob

4166 James River Road

New Albany, Ohio 43054

917-442-8306(phone)

jjkramer76@gmail.com (authorized)

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

Declaration

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

Signature: /Jacob Kramer/ Date Signed: 08/27/2012

Signatory's Name: Jacob Kramer

Signatory's Position: Owner

RAM Sale Number: 5236

RAM Accounting Date: 08/28/2012

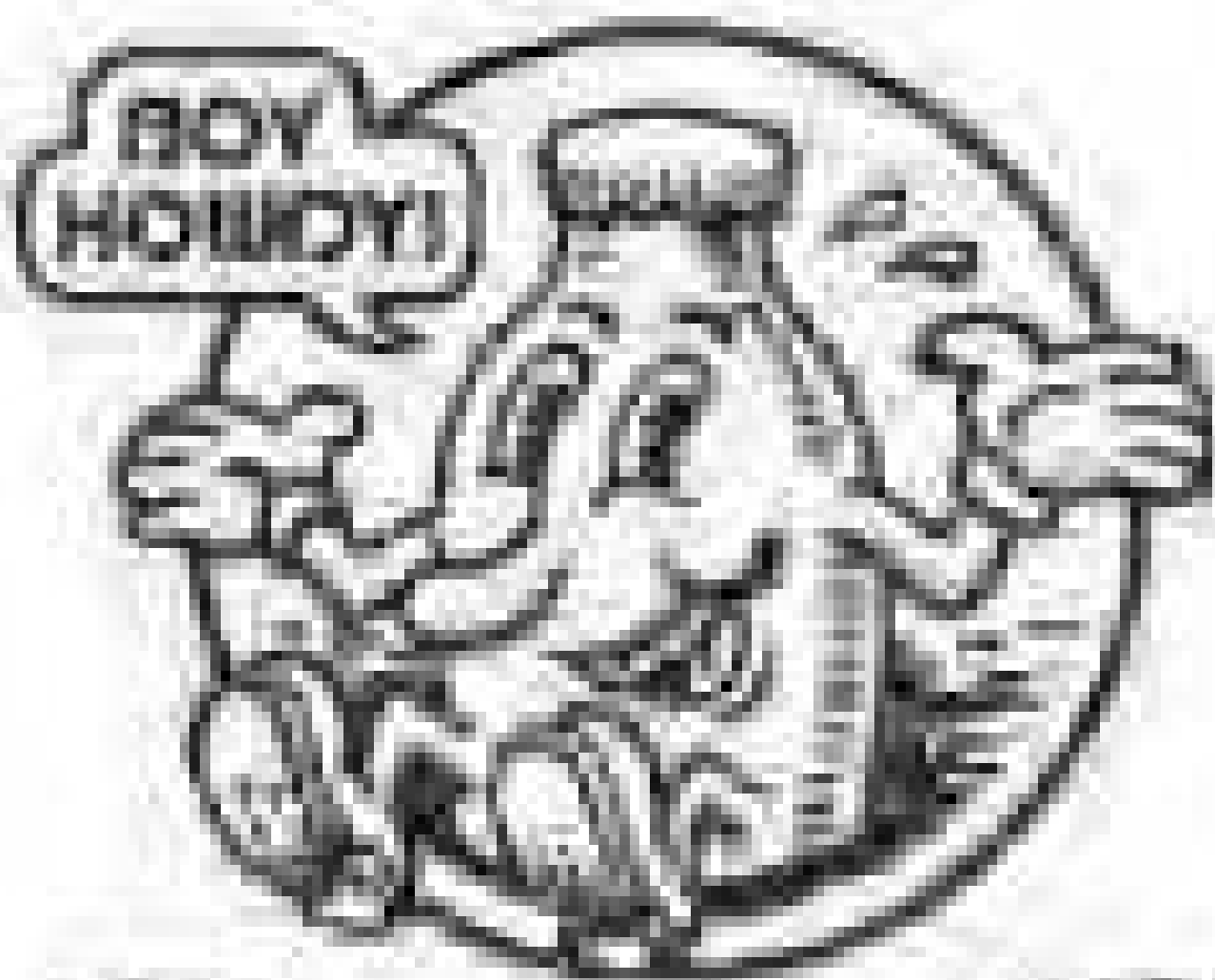
Serial Number: 85713843

Internet Transmission Date: Mon Aug 27 16:17:44 EDT 2012

TEAS Stamp: USPTO/FTK-65.210.129.209-201208271617444

24022-85713843-490b62835365125a0ab89d36f

6cc4de634c-CC-5236-20120827155641477920



CROCOD

Exhibit B

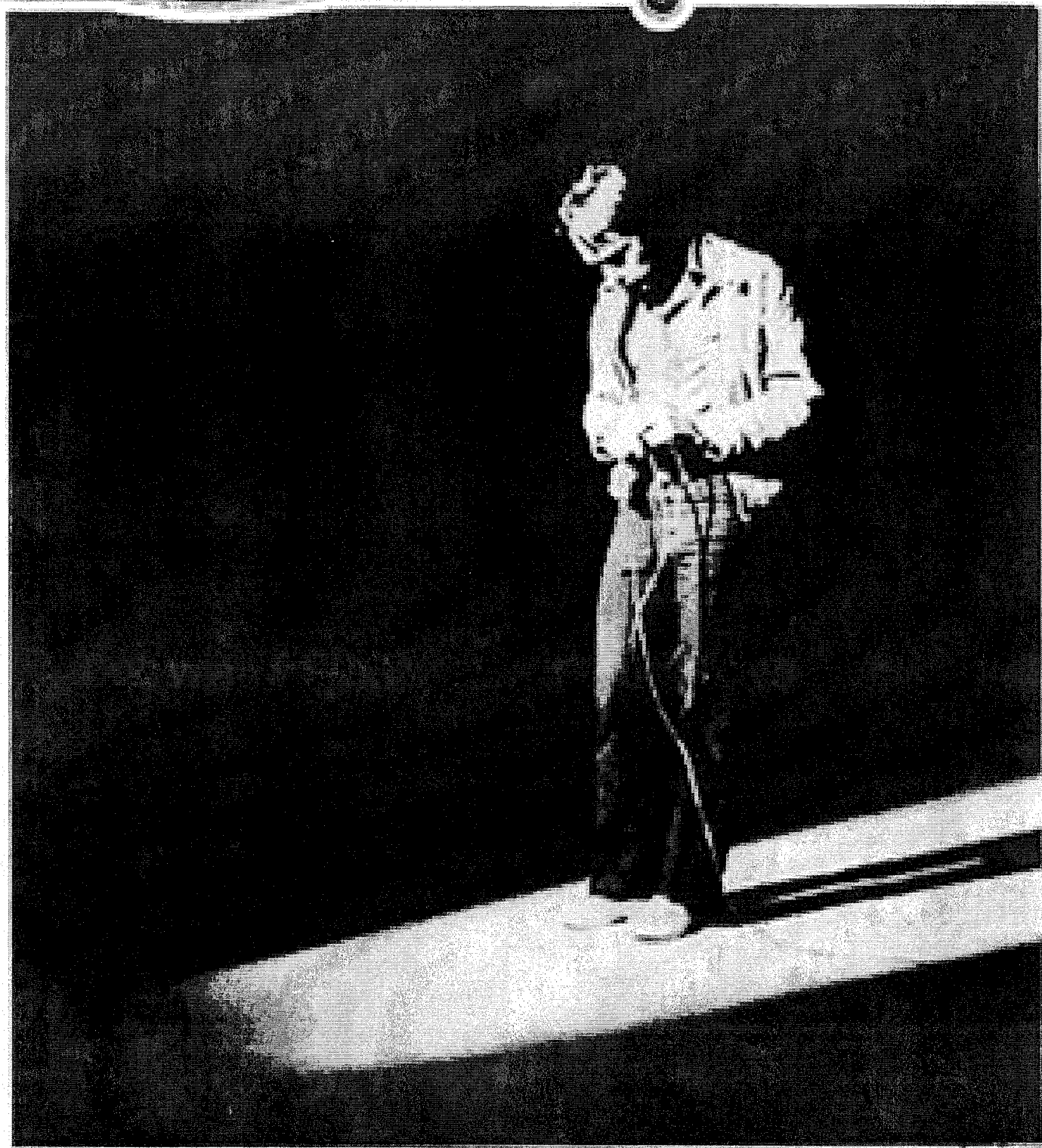
Creem

- MITCH RYDER
- LITTLE RICHARD
- NEW BEATLES

10 CENTS

NOV. 7, 1964

10 CENTS



News Fiction Poetry Film TV Books Records 

CRASH

Rolling Stones

Howlin' Wolf meets
British Blues

Who's Next

MC5-Back on
Shakin' Street

Bob Dylan

Rod Stewart
tells a story

Beach Boys in N.Y.

Jethro Tull

Mott the Hoople

... and more



News Fiction Poetry Film TV Books Records

creem

ALICE COOPER:
All-American

Rod Stewart on
JEFF BECK

Van Morrison

The Band

James
Taylor



News Fiction Music Film TV Sports Books Records 

EST. 1973 MAG. 1975 60 CENTS

circus

Can the Electric Warrior
conquer America?

T. Rex in the USA

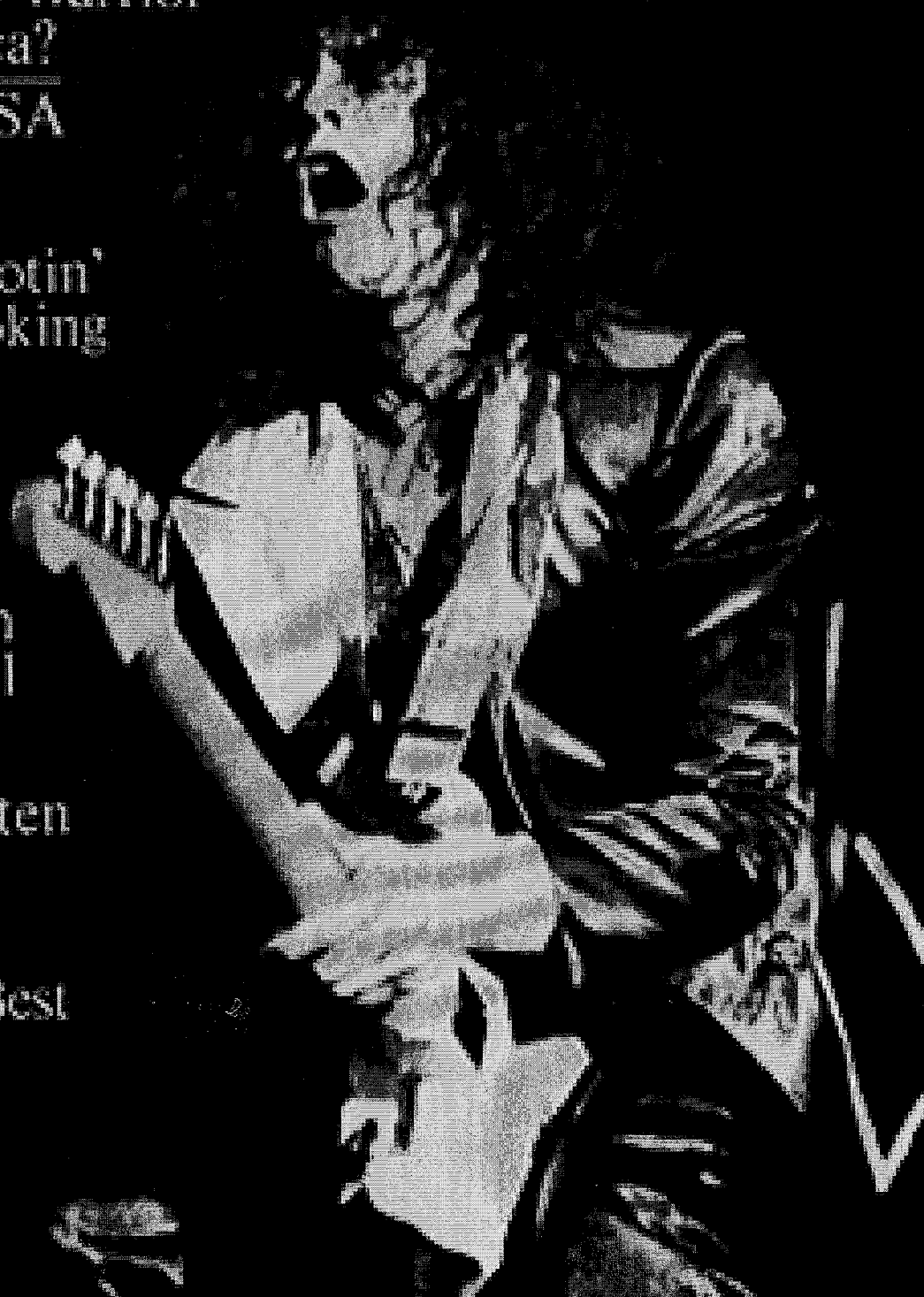
Berkeley Barefootin'
with Joy of Cooking

Getting next to
Al Green

Aretha Franklin
and Ladies' Soul

Doncha ever listen
to the Radio?

Bob Seger,
the Midwest's Best



News Fiction Film TV Sports Books Records &

5/11/71 Price, 1971 60 Cents

HOWARD HUGHES
CURES CANCER

Rolling Stone

Black Sabbath
Confesses

The Trouble in
Grand Funk Nation

Chuck Berry &
Muddy Waters
London Supersessions

Creedence Clearwater
Revised



Exhibit C

Exhibit D

SUPREME COURT OF THE STATE OF NEW YORK — NEW YORK COUNTY

PRESENT: Ramos **Charles Edward Ramos**

Justice

PART 53

Jacob J. Kramer et al

INDEX NO.

604154/06
604154/06

MOTION DATE

MOTION SEQ. NO.

001

MOTION CAL. NO.

Robert Mathew et al

The following papers, numbered 1 to _____ were read on this motion to/for _____

Notice of Motion/ Order to Show Cause — Affidavits — Exhibits ...

Answering Affidavits — Exhibits _____

Replying Affidavits _____

Cross-Motion: ☐ Yes ☐ No

Upon the foregoing papers, It is ordered that this motion

PAPERS NUMBERED

FILED

OCT 03 2007
NEW YORK
COUNTY CLERK'S OFFICE

Motion granted as reflected in the Court's transcript. A party to this matter may request that this Court "So Order" the transcript by submitting a copy of the Court Stenographer's record, together with an errata sheet correcting all errors in the record, to the Clerk of Part 53. If all parties consent to the proposed corrections or agree that no corrections are required, a stipulation to that effect shall accompany said errata sheet or transcript. In the absence of consent, the requesting party shall notice the record for settlement pursuant to CPLR Rule 5525(c).

If an order is required to effectuate this Court's ruling, any party may submit a proposed order to Part 53 (not to the Commercial Division's Clerk's office) together with a copy of the transcript. In the event the ruling requires the entry of a judgment or other action by the clerks, the submission of a proposed order or judgment is mandatory and shall be in form acceptable to the Judgment Clerk or other appropriate clerk.

Dated: 9/24/07

9
CHARLES E. RAMOS

J.S.C.

Check one: ☐ FINAL DISPOSITION ☒ NON-FINAL DISPOSITION

Check if appropriate: ☐ DO NOT POST

☐ REFERENCE

MOTION/CASE IS RESPECTFULLY REFERRED TO JUSTICE
FOR THE FOLLOWING REASON(S):

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: CIVIL TERM : PART 53

-----X
JACOB J. KRAMER and CHRISTOPHER CARTER,

Plaintiffs,

-against-

ROBERT MATHEU, KEN KULPA, JASON TURNER,
SHERYL STEVOFF, CREEM MEDIA, INC. "JOHN DOE"
and "JANE ROE," the complete names of whom
are fictitious since the true names of the
individuals are presently unknown to plaintiffs,

Defendants

-----X
Index No. 604154/06 60 Centre Street
MOTION New York, New York
 September 25, 2007

B E F O R E:

HON. CHARLES E. RAMOS, JUSTICE

A P P E A R A N C E S:

KAGAN LUBIC LEPPER LEWIS GOLD & COLBERT, LLP
Attorneys for the Plaintiffs
200 Madison Avenue
New York, New York 10016
BY: ERIK RAINES, ESQ.

KERR & RICHARDS, LLP
Attorneys for the Defendants
14 Wall Street-20th floor
New York, New York 10005
BY: WILLIAM KERR, ESQ.

MARK L. BOWIN
Official Court Reporter

1
2 THE COURT: Now, this was an order to show
3 cause, as I recall, and I haven't been able to see
4 the papers in opposition.

5 Now I'm going to see them for the first
6 time.

7 (Mr. Kerr hands to the Court.)

8 THE COURT: Oh, this is the rock n' roll
9 case. Oh, good.

10 I guess what the defendant is saying is
11 that it's moot?

12 MR. KERR: I'm arguing on the merits on the
13 preliminary injunction. I'm arguing that it's moot
14 in part.

15 THE COURT: In part.

16 MR. KERR: In the alternative, that it's
17 moot or with respect to the receivership --

18 THE COURT: Let me hear the whole story
19 from plaintiff. Plaintiff, this is the first time
20 you're being heard on this case, so let 'er rip.

21 MR. RAINES: Thank you, your Honor. As an
22 initial matter, I have affidavits of service on both
23 the motion and my affidavit of law.

24 May I approach the bench?

25 THE COURT: Please.

26 MR. RAINES: (Handing.)

THE COURT: Thank you.

MR. RAINES: As another initial matter, your Honor, we just received defendant's opposition this morning as well.

I have had the opportunity to look through it, as it's only a one page affirmation and an unsworn statement that purports to be an affidavit but which isn't notarized by one of the defendants, and a memorandum of law.

If I may, your Honor, I guess I'll take this from the top with respect to the history of this dispute and what brings us here today.

Essentially, what this dispute is about is the ownership of Defendant Creem Media, Incorporated. It's a company that holds the entire title rights and interest to the name Creem for use with respect to CREEM Magazine and all the related intellectual property, copywrites, copywrited articles, materials so on and so forth.

Now, CREEM Magazine itself was established, founded in 1969 by the plaintiff Kramer's father. Barry Kramer --

THE COURT: He lost that -- that title for the magazine was transferred to others, and now this is an attempt of your client to buy back the

Proceedings

magazine; is that the idea? Is the magazine defunct?

MR. RAINES: Well, the magazine in its printed form has not been in print form since the early 1990s.

THE COURT: Is it now on line?

MR. RAINES: There's an on-line magazine, yes, your Honor.

THE COURT: Now, your client is in some transaction trying to acquire back the right to use the name and acquire the intellectual property of Creem Media?

MR. RAINES: If I can detail it a little bit, your Honor, it will become clear exactly what happened.

If I may, it will just take me a moment.

Through a series of conveyances, after plaintiff's father died and after plaintiff's mother operated the magazine through 1985, she had to sell the magazine due to financial hardship.

Between 1985 and in 1991, Arnold Levitt, a gentleman, acquired the rights and title to the Creem IP we're talking about.

THE COURT: The Creem IP is now the entity?

MR. RAINES: No. He acquired of the intellectual property from plaintiff's mother,

essentially to use Creem for a rock n' roll
magazine --

THE COURT: All of the intellectual
property is owned by Creem Media, I-n-c.?

MR. RAINES: Exactly.

Now, the way that Creem Media came to own
the intellectual property is really central to this
dispute.

Arnold Levitt owned the property from 1991
through 2001 and he continued to own the intellectual
property.

In 2001, Creem Media was incorporated by
Defendant Matheu. For the purpose of resurrecting
CREEM Magazine which had been out of print at that
time for almost ten years.

THE COURT: At that time, did Matheu own
any of the IP?

MR. RAINES: He did not, your Honor.

THE COURT: Did he have the right to use
the name?

MR. RAINES: He did not, your Honor. He
had nothing.

Now, he incorporated Creem Media, Inc.
solely for the purpose obtaining an exclusive license
to use the Creem IP in the hopes of either

Proceedings

resurrecting the print magazine --

THE COURT: Now he has to go to the owner of the intellectual property and make a deal.

MR. RAINES: Precisely. And that's what happened in 2001. In 2001, Arnold Levitt granted Creem Media, Inc. an exclusive license to use the name "Creem" and all of its intellectual property with respect to Creem related endeavors.

The exclusive license agreement provided that Creem Media, Inc. could purchase the entirety of the Creem IP from Arnold Levitt if and when aggregate payments on the license agreement reached \$100,000.

THE COURT: So they set up a license agreement; if business got really good, then they'd have the right to purchase.

MR. RAINES: That's exactly right, your Honor.

THE COURT: Okay.

MR. RAINES: And business wasn't good.

Fast forward to 2006.

Creem Media, Inc. had defaulted on making its payments under the license agreement.

Arnold Levitt threatened to void the license agreement and essentially make Creem Media, Inc. worthless.

And at that time, Robert Matheu represented to Arnold Levitt: Well, instead of you voiding the agreement, I'm just going to purchase the Creem Media, Inc. IP outright from you. Let me do that.

The only problem with that scenario was defendant Matheu, nor anybody else who had been involved in Creem Media, Inc., had the money to put down to purchase the actual Creem IP.

THE COURT: Levitt wasn't giving it to him for nothing.

MR. RAINES: Precisely. So what defendant Matheu did was he approached Plaintiff Carter who had, prior to 2006 invested \$2500 to perform some trademark related due diligence as to Levitt's ownership interest in the Creem IP.

THE COURT: This is someone who knows something about Creem Media, Inc.

MR. RAINES: He knows something about it.

And the Defendant Matheu approached Plaintiff Kramer, who is Barry Kramer, the founder of the magazine's son, and appealed to him.

Mind you, Plaintiff Kramer had been in touch with defendant Matheu prior to this in helping him assemble an archive of CREEM Magazines; all the magazines that were printed -- that had been handed

down from his father. So they both had familiarity --

THE COURT: He was looking to raise money for your clients.

MR. RAINES: Exactly.

What Defendant Matheu represented to plaintiffs was: Listen, guys, this is my company. I'm the CEO. I'm of the president. No shares have ever been issued. Nobody else who has an ownership interest in the company. If you each pay me \$25,000 for a total of \$50,000 so we can purchase this IP from Arnold Levitt, in exchange for that, we will be equal partners in this corporation.

That was the phraseology he used: You'll have 30 percent, Plaintiff Kramer. You'll have 30 percent, Plaintiff Carter. I'll have 30 percent, and we'll give ten percent to Defendant Kulpa who's been helping Creem Media, Inc. in some of their projects over the past five years.

THE COURT: Okay.

MR. RAINES: Based on these representations, Plaintiff Kramer and Plaintiff Carter signed the check, \$50,000. And after tendering the checks of \$50,000, they proceeded to negotiate the asset purchase agreement, which was the

purchase of the IP from Arnold Levitt to Creem Media, Inc. and they were successful in negotiating through long drawn out talks and back and forth drafts, they acquired all the rights and title.

THE COURT: Now Creem Media, I-n-c. owns the intellectual property.

MR. RAINES: That's correct.

In that asset purchase agreement, your Honor, it actually lists Plaintiff Carter as one of the principals of Creem Media, Inc.

There was an amendment -- they modified the payment under the original asset purchase agreement for a couple of thousand dollars less, and there's an amendment which was signed by plaintiff Kramer at this time as lawful agent of Creem Media.

So both of the documents that transfer everything that Creem Media owns are either signed by plaintiffs or list plaintiffs as the principals of the actual corporation.

THE COURT: The agreement pursuant to which your clients become, quote, partners, close quote, was that a written agreement?

MR. RAINES: It was not, your Honor. It was an oral agreement. It was based on Defendant Matheu's representations, and later was sought to be

memorialized; but that never transpired due to some of the other defendants coming out of the woodwork, so to speak, and claiming interests in Creem Media that plaintiffs had no not known about.

THE COURT: I see. So now what you're saying is that when the defendants enticed the plaintiffs to invest, they were not going to get 30 percent of a clean corporation; they were going to get something less; either nothing or a percentage of a percentage.

MR. RAINES: Well, I don't know what defendants are claiming because they haven't submitted the affidavit in opposition.

As far as I can tell, there's no contest to any of the facts as asserted that there was a 30-30-30-10 deal.

THE COURT: What are you seeking now in the motion from these defendants?

MR. RAINES: Well, your Honor, essentially, pursuant to the agreement by which my clients paid \$50,000 to purchase a majority ownership interest, they did that such that they could run CREEM Magazine and build it up.

In fact, Plaintiff Carter, back in April of 2006, had several visits with top publishing agents

in New York City about publishing a Creem coffee table book, and he had meetings -- and this is in his affidavit which is at the bottom of the motion papers -- he had meetings with Rhino Records in an effort to put out a Creem-related CD that featured artists that were prominently featured and seen in the pages of CREEM Magazine; Van Halen; David Bowie, Iggy Pop, so on so forth. He had meetings, basically, to try to develop CREEM Magazine.

This is what they were trying to do -- for Plaintiff Kramer it was of special concern because his father started the magazine back in 1969, had willed Plaintiff Kramer the magazine in 1981 when he passed away. And it was Plaintiff Kramer's dream one day to fulfill his father's legacy and stand in his shoes as running CREEM Magazine and bringing it back to the forefront, which it was in the 1970s and 1980s.

What we're seeking here is a preliminary injunction based on the fact that plaintiffs are majority owners pursuant to the agreement by which they purchased their 60 percent collective majority interest. And defendants have done everything possible to shut them out of any involvement with CREEM Magazine.

Now, in June 2006, two months after -- it was only after the asset purchase agreement that defendants Kulpa and Turner came out of the woodwork and said, Wait, wait; we have an ownership interest here; we didn't agree to this 30-30-30-10 split.

But that's actually in fact what defendant Matheu represented to my clients, which hasn't been opposed and which is clear from the documentary evidence attached to our motion that that's in fact what the deal was.

Subsequent to this all coming to light, there was an annual meeting in June 2006 at which Plaintiff Kramer and Plaintiff Carter, who were both elected to the board of directors of Creem Media, Inc. -- this was at defendant Matheu's house with Defendant Stevoff, his wife, the secretary of the corporation, and the plaintiffs were elected to the board of directors. They were both elected as officers of Creem Media, Inc. and, since that date have essentially been blocked out from acting in any way on behalf of Creem Media; from exercising their rights as majority owners of the company.

And what defendants then did was Defendant Turner proposed a settlement, if you will, to the agreement -- a settlement to the dispute -- excuse

me -- pursuant to which plaintiffs would take 15 percent each of the company as opposed to the 30 percent that they had bargained for with Defendant Matheu. And this was obviously unacceptable.

And less than a week after this offer was made by Defendant Turner for a 15 percent interest to each of the plaintiffs, he had already set up book deals with Harper Collins and other publishers in New York City for a Creem book, the same book that Plaintiff Carter had shopped six months previous to agents in New York City. And now it wasn't until months later that plaintiffs learn that defendants in fact entered into an unauthorized contract with Harper Collins to public a book.

And this book was not authorized by plaintiffs, who were the majority interest holders in Creem Media, Inc. and they had absolutely no say in it.

THE COURT: To what extent did Turner participate in these negotiations pursuant to which Kramer and Carter put up the money for the purchase of the intellectual property?

MR. RAINES: Absolutely none, your Honor, and the reason for that is because Defendant Matheu represented to plaintiffs that defendant Turner

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wasn't involved in Creem Media, Inc. He represented that he had --

THE COURT: Well, what do we have here?

Do we have Matheu on a frolic of his own? Or do we have him acting behalf of the ownership interests of Creem Media, I-n-c?

MR. RAINES: It's unclear, your Honor, but the representations were made that Defendant Matheu was the president and CEO.

In fact, the reason why Defendant Turner -- Defendant Matheu explained to plaintiffs that Defendant Turner was no longer involved --

THE COURT: Hold it. Hold it. Let's try to get basic for a second.

Creem Media, I-n-c is an existing corporation.

MR. RAINES: That's correct, your Honor.

THE COURT: Who organized it?

MR. RAINES: I believe Defendant Matheu incorporated the --

THE COURT: Who were the shareholders?

MR. RAINES: There were no shareholders, your Honor. No shares had ever been issued in Creem Media up until the time that plaintiffs entered into this ownership agreement. That's what was

represented.

As far as Defendant Turner is concerned, there are 2005 annual meeting minutes of had Creem Media that state that Defendant Turner is no longer involved in Creem Media, Inc. due to his neglect of his duties.

THE COURT: He doesn't allege that he's a shareholder, does he? Turner?

MR. RAINES: Turner, in his one-page affidavit does not allege that he's a shareholder. He merely states that he never issued any shares to plaintiffs, which is undisputed because no shares were ever issued.

THE COURT: Defendant, how do we make sense out of this?

MR. KERR: I think the key issue is that plaintiff's counsel admits that there was no agreement --

THE COURT: We know there was no written agreement.

MR. KERR: There was no written agreement.

THE COURT: That doesn't mean there was no agreement.

MR. KERR: First let me just state that he objected to the affidavit of Jason Turner on the

grounds that it's not notarized.

This was brought to the Court by an order to show cause after this case has been pending for some nine months under the grounds of some emergent relief. My clients are all out of state.

There's a big jurisdictional issue we had at the inception of the case and we only consented to personal service because the clients were all in default at the time, beyond the 30 day rule.

However, as an initial issue, the Court has to weigh the fact that it's a Nevada Corporation, all of the board members and shareholders are not present in New York and that one of the plaintiffs happens to be an attorney who lives in New York.

THE COURT: How do we resolve this?

Here we have a corporation. It's not exactly Toyota Motors Corporation.

Does it have any assets at all, other than the intellectual property?

MR. KERR: The IP, there's a contract for a book deal that's going to be released on the 23rd --

THE COURT: Whose money was used to purchase the intellectual property?

MR. KERR: The intellectual property was originally given up in bankruptcy by Plaintiff

Kramer's mother.

So when it was stated that it was sold from her to Mr. Levitt, that wasn't true. That was sold by the estate in bankruptcy to Mr. Levitt, and after a series of payments that I have not calculated in my head, but each of those payments would go towards the purchase because there was an option to purchase. My clients, Mr. Matheu in particular, and Mr. Kulpa, the two more active board members at the time, were experiencing a cash crunch, but their expiration under the terms of that intellectual property option was to expire in December of that year.

In July of that year they took two of their buddies that actually approached them. The argument's been made that they were approached. Saying: We've alleges wanted to be involved in my dead father's business, and I used to contribute to the magazine. Let's all do this together.

And Mr. Matheu made certain representations that he would like everybody to be equal partners.

Let's get this company off the ground, equal partner comment.

That was interpreted to be 33 1/3 percent of the company each until Mr. Ken Kulpa, who was a board member spoke out over e-mail saying "no way."

I think he said it a little more artistically than "no way."

And the issue here is whether or not Plaintiff Kramer, who's an attorney, if they had done any due diligence whatsoever, they would have seen that his certificate of incorporation, the articles of incorporation as filed with Nevada Division of Corporation Secretary of State stated and still states that there are three board members.

Each of the defendants Matheu, Kulpa and Turner and one officer Sheryl Stevoff, who I believe is improperly named because she doesn't have managerial control. And that each of them are stockholders in the corporation because it is a closely held corporation; it does not need to be disclosed.

And I believe plaintiff has to meet his burden that they are equity holders, before I introduce an affidavit, specifically stating who they are. We produced an affidavit that says they are not --

THE COURT: Let me ask you this question.

I'm just trying to be practical.

Other than the \$50,000 that was put forward by the plaintiffs, was any additional money put up by

Matheu and the others to acquire the IP?

MR. KERR: Matheu put up the balance. I think it was approximately 21,000.

THE COURT: What was the purchase price?

MR. KERR: Approximately 71 and change; it's been alleged in his moving affidavit.

MR. RAINES: Your Honor, the Creem IP was purchased in total for \$71,500, \$50,000 of which was funded entirely by plaintiffs.

Now, if I can direct your attention --

THE COURT: Let me make this suggestion.

MR. KERR: Let me just offer that there was prior payments made previously.

MR. RAINES: I'd like to quote directly from Defendant Matheu: "Creem, as we knew it in 2001 was not the same. It was dead. If we didn't do this deal with Carter and Kramer, we'd have nothing."

This is Defendant Matheu and Defendant Kulpa.

THE COURT: Fellows, a practical solution is what you guys need. There's not enough money in here to pay both your bills for one appearance in Court.

Obviously 15 percent isn't going to do it for the plaintiffs; but just because you put up the

bulk of the purchase price doesn't necessarily mean you get the bulk of the corporation. You got to work out something that makes some sense.

MR. RAINES: I understand, your Honor, and respectfully I believe that because there is a book deal in place, that there in fact is money and there have been --

THE COURT: That's money that belongs to Creem Media, Inc. and whoever ends up owning Creem Media, Inc.

MR. RAINES: Precisely, your Honor.

THE COURT: There's no basis here to appoint a receiver; clearly.

There's no need for a receiver here, number one.

Number two, the corporation's not here. It's a Nevada corporation. I can't appoint a receiver for a Nevada corporation. It's not present before me. Its offices aren't here.

I can't acquire control over its assets. And I wouldn't do it anyway.

There's no -- these just a fight as to who controls, what the ownership interests are.

You can't take someone's ownership interest without their consent or participation in some fraud

or whatever. Perhaps you can take Matheu's stock; I don't know what your than relationship is with Kulpa and Turner, if they're also shareholders.

MR. RAINES: Respectfully, there were no shares issued, your Honor.

THE COURT: Defense counsel stated the Nevada filings indicate there are three shareholders.

MR. RAINES: After the fact, your Honor. This is something that has been done since the lawsuit has been commenced.

MR. KERR: That's not true. Actually, the nomenclature of the E-mail by the non-attorney Matheu stated that the founder shares were never issued.

And I think he meant to say: I don't have the stock certificate in my vault or my briefcase. And I set up so many companies as an attorney in which we hold back stock certificates. We file registrations with state incorporation, authorize the issuing of shares and stock certificates are held in bearer or they're held by the attorney or they're actually never physically released but they exist. They exist on the books and records of the company. They exist on the shareholder list.

And I submitted an un-notarized affidavit, due to the fact it had to be signed at 6 a.m. this

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2 morning on an emergent application by a client who
3 was in the air for much of the time.

4 MR. RAINES: Your Honor, this particular
5 client in June of 2006 stated that: None of the
6 shares that were promised were ever issued to me.

7 He admits he didn't have any shares as of
8 June 2006. He admits that no shares were issued in
9 Creem Media. This is littered throughout my motion
10 that there are no shares issued.

11 That's precisely what Defendant Matheu
12 represented to plaintiffs, that he could in fact sell
13 these ownership interests because there had been no
14 sale, no shares issued, nothing done in terms of
15 corporate formalities, and this is exactly why
16 plaintiffs purchased the company on Defendant
17 Matheu's representations on behalf of Creem Media,
18 Inc. that he was authorized and empowered to sell
19 ownership interest. And that in fact none of the
20 other defendants had ownership interest in the
21 company.

22 MR. KERR: Your Honor, this begs the
23 question in rebuttal to plaintiff's counsel's comment
24 that Defendant Matheu often spoke. Admittedly, he's
25 not an attorney. Plaintiff J. J. Kramer is an
26 attorney. He was actually an attorney for the

company. He negotiated part of the settlement -- part of the IP agreement. As such, he has signed it attorney in fact. That's no evidence of ownership in the company.

As such he accepted a \$10,000 settlement check on an unrelated matter without authority from the company, and he held that check until it expired. That's corporate waste. And to this day, it begs the question why an attorney, who thinks that they're so passionate about getting their father's company back would wire \$50,000 without a stock purchase agreement, without an agreement to agree, without evidence of any reps and warranties signed without authority of the board that clearly has more than one director --

THE COURT: Why did they wire \$50,000?

MR. KERR: They wired \$50,000 because I think it was a dream and a little bit of haste. To this day, Plaintiff Carter has actually not alleged how in fact he delivered that money, and he's alleged that he gave it directly to Mr. Matheu; but we actually have evidence it was written to Creem Media, Inc.

I think under the law of the State of New York, an unevicenced stock purchase would be deemed

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2 to be a statutory note, statutory rate of interest.
3 We've offered to pay that back.

4 When the board actually met and said to
5 Defendant Matheu: Your proposal's absurd; there's
6 stock out there; we have capitalization way north of
7 \$50,000. We've all put time and effort into this
8 company. They acknowledged the contributions of both
9 plaintiffs and offered a settlement.

10 MR. RAINES: Your Honor, if I may respect
11 with respect to capitalization of the company, if we
12 look at the Nevada Secretary of State Web site
13 printout of the corporate information related to
14 Creem Media, Inc., what we'll find is the
15 capitalization is \$75,000, roughly the amount that
16 the Creem IP was purchased for, \$50,000 of which was
17 funded, again, entirely by plaintiffs in exchange for
18 a majority ownership interest in the company.

19 None of these facts have been disputed by
20 any of the defendants, by anyone with personal
21 knowledge, and defendant's counsel can submit all he
22 wants with respect to the corporate formalities,
23 stock subscription agreements and so on and so forth.

24 It's not disputed there was no formal stock
25 purchase agreement. That doesn't mean that
26 plaintiffs didn't acquire the ownership interest in

the company.

Defendant Matheu's statements in several E-mails, and I quote again, my exact words; this is to Defendant Kulpa: "Carter and Kramer are jumping in and saving Creem Media. Creem Media could have folded as you and I together did not have the balance to pay Levitt."

This is for the Creem IP.

The company had nothing. Plaintiffs came in and essentially it was either Levitt was going to terminate the agreement and terminate the entire IP, take it and give it to someone else, or they had to put up the money.

Defendant Matheu said to plaintiffs: Give us the money. We're going to take this company. The three of us will be equal partners and we'll give a little kickback to Defendant Kulpa in recognition of all he's done in terms of the 10 percent interest and that's what was done.

Plaintiffs cut the check and have since been systematically been cut out from any involvement Creem Media.

And defendants have purported to enter into contracts for publishing deals which were contemplated by plaintiffs and which were actually

acted upon and sought by plaintiffs with publishing agents, and defendants have now taken that opportunity; and, in fact, the bigger problem is that Defendant Matheu doesn't have the support. None of the defendants have the support of the former journalist of Creem Media, Inc. who started the magazine --

MR. KERR: Speculation.

MR. RAINES: -- who made the magazine --

THE COURT: Save that for your negotiations in terms of trying to settle this thing.

MR. RAINES: Well, it does go to some of the harm here, your Honor, because there are e-mail exhibits, and I've attached them to my motion, in which Defendant Turner, after securing --

THE COURT: How can I impose a temporary receiver on a magazine that is not present in New York?

MR. RAINES: Your Honor, you can impose a receiver for the assets of the corporation. I believe it's completely within the Court's discretion to --

THE COURT: Let's say I appoint some poor attorney in the back here to be receiver of these assets. How is the receiver going to get possession

of these assets? They're all out of state.

MR. KERR: Your Honor, as set forth in my memorandum that I drafted in haste, there is no jurisdiction over assets -- The law substantiates when there are no assets in New York, appointment of a receiver is ineffective.

MR. RAINES: There's a publishing contract. That's clearly an asset. That's a direct asset that's the subject of this motion --

MR. KERR: If you hand the contract to a receiver, they have the duty to perform that; and how can they? They're not an author, a contributor. A receiver is an accountant.

THE COURT: A receiver could manage the company.

MR. RAINES: Precisely.

THE COURT: But we have here --

In the law, not just in the commercial division, one of the first rules is follow the money.

The money that was used to purchase the IP, intellectual property, was the money that came from the plaintiffs, and they didn't make a gift; they weren't making a loan. They weren't making an investment, other than one in which they contemplated ownership. It makes no sense.

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2 And no one has submitted an affidavit that
3 contradicts what the plaintiff is saying.

4 The motion is granted.

5 A preliminary injunction is granted as
6 prayed for in the first paragraph of your order to
7 show cause.

8 Effective control is going to depend upon
9 the consent of the plaintiffs. Right now, nothing is
10 going to happen in this magazine. Nothing's going to
11 happen with regard to Creem Media, I-n-c. unless they
12 consent to it.

13 They have demonstrated a prima facie
14 agreement with the management of Creem Media that
15 their investment would result in a majority interest
16 and control of Creem Media.

17 At this point, they look like they're going
18 to prevail. I see nothing other than this ridiculous
19 affidavit from Mr. Turner which simply says: Well, I
20 don't see any stock certificates being issued here.

21 No one comes in and denies any of the
22 factual allegations set forth in the order to show
23 cause.

24 MR. KERR: Your Honor, if I may.

25 THE COURT: Yes.

26 MR. KERR: This order to show cause was

brought after I submitted a letter to counsel stating that I was a solo practitioner about to go on vacation for five-and-a-half days; that if he was going a motion, which was somewhat indicated in our last Court conference with your law secretary, that he should do so and notify me and send me an e-mail or copy me by e-mail so I could work remotely.

When I returned from my vacation, I found on my desk a courier package that was delivered three days earlier that stated that we had a return date of the next day.

I obtained consent from a partner in his law firm for the next available date for your Honor, giving me two-and-a-half days to coordinate with three board members on a different time zone, each of which were traveling, all of which were celebrating the holiday.

I would request we have additional time to submit an affidavit showing the rebuttal to the inch-and-a-half that they submitted by order to show cause.

And truly if it took them it looks like three weeks to prepare that motion, I should have at least have the opportunity to respond, and they should have the opportunity to reply.

The main issue, as we've all indicated, is subject matter jurisdiction, which you obviously have subject matter jurisdiction over contracts and the rights of companies, but the internal affairs of a Nevada corporation is --

THE COURT: You don't wait until I make my decision before you make your application for an adjournment.

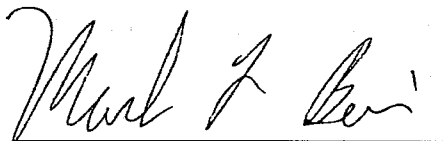
The motion is granted as I indicated. If you want to make a motion to renew or reargue, fine. If you want to move this case along towards some other resolution, fine. But you didn't ask for additional time. You wait until my ruling and then you ask for additional time.

Off the record.

(Discussion off the record, during which the record is closed.)

* * *

Certified to be a true and accurate transcript of my stenographic notes



MARK L. BOWIN
Official Court Reporter

Exhibit E

LICENSE AGREEMENT

This License Agreement (this "License Agreement" or this "Agreement") is effective as of the 7th day of October, 2009 (the "Effective Date"), between T.A.RIGGS LICENSING, LLC, a Michigan limited liability company located at 29445 Beck Road, Suite A-106, Wixom, MI 48393 ("Licensee") and CREEM MEDIA, INC, a Nevada corporation located at 936 Southwood Blvd., Suite 201, Incline Village, NV 89451 with a mailing address of 15 Broad Street, Suite 830, NY, NY 10005. ("Licensor").

Recital:

Licensor is the owner of CREEM magazine and the owner of certain CREEM brands, trademark and logos and more fully defined below. Licensee desires to obtain from Licensor a license to manufacture and sell merchandise bearing the CREEM trademark and/or the front covers of CREEM Magazine and Licensee desires to license to Licensee the CREEM trademark and the CREEM front covers upon the terms and conditions contained in this Agreement.

Therefore the parties agree as follows:

1. **Exclusive Cover License.** Licensor grants to Licensee the exclusive (even as to Licensor), perpetual, worldwide (excluding China) right and license (with the right to sublicense) to utilize and reproduce the CREEM Covers (as defined below) on, and/or in connection with the sourcing, advertisement, production, sale, promotion and/or distribution of, merchandise of the nature of apparel but limited to t-shirts and wearables (hats, denims, shirts, jeans/pants, jackets) in any forum, including brick and mortar retail stores, on the internet and otherwise. The "CREEM Covers" means the covers (and all artwork, images and designs contained thereon) of all issues of CREEM magazine, whether now existing or subsequently coming into existence. The right and license granted in this Section 1 is referred to as the "Cover License." If merchandise is not produced and sold to retailers by April 1, 2010, then the above exclusive license shall convert to a non-exclusive license. Additional rights to merchandise would be available as an amendment to this License Agreement and under separate negotiations.
2. **Brand License.** Licensor grants to Licensee a non-exclusive (even as to Licensor), worldwide (excluding China) right and license (with the right to sublicense) to utilize and reproduce the CREEM name and all associated brands, trademarks, emblems, symbols, designs and logos (the "CREEM Brands") including the CREEM Brands set forth on Exhibit 1, attached, on, and/or in connection with the sourcing, advertisement, production, sale, promotion and/or distribution of, merchandise of wearable apparel (including t-shirts, sweatshirts, jerseys, tank tops and caps, hats), non-commercial promotional and/or novelty items (including key chains, purses, lighters and glassware) (the "Brand Products;" the Cover Products and the Brand Products are collectively referred to as the "Licensed Products") in any forum, including brick and mortar retail stores, on the internet and otherwise. The Cover License and the right and license granted in this Section 2 are collectively referred to as the "Licenses." Licensor agrees not to enter into a merchandising agreement for the above stated apparel if the terms and payments in Section 3 below are maintained. Licensee acknowledges that Licensor will maintain the right to sell, manufacture, and distribute its own merchandise with the CREEM Brands as direct to consumer, data collection, subscriber incentives, and for promotional purposes. CREEM Brands are defined as Boy Howdy!, the CREEM logo, Mr. Dreemwhip, and any other character associated with or developed to be associated with CREEM, excluding CREEM Magazine Covers.
3. **Term and Payment.** The Term of the Agreement (the "Term") shall run for a period of twenty-seven (27) months from and after the effective date of the Agreement. Licensee shall have three (3) separate and successive options to extend the Term, for additional periods of two (2) years each, which options may be exercised if Licensor has received an minimum of \$500,000, per year in Royalties

(or payments in lieu of Royalties that Licensee may elect to make). Notwithstanding any other section, Licensee shall make a payment to Licensor, either as a royalty or advance of annual commitments set forth, in the amount of \$25,000 due no later than 10 actual days after the delivery of digital artwork containing seven (7) Creem Magazine Covers and three (3) Creem Brand artwork (hereafter "Artwork") and \$25,000 due no later than 30 actual days after said artwork is delivered. If Licensee fails to make payment then all rights and license referenced in Paragraph 1 expire on November 15, 2009. If Licensee does not manufacture and/or sell above referenced merchandise to retailers by April 1st, 2010, then the License Agreement reverts to a non-exclusive license. Licensee guarantees Licensor a minimum annual payment of \$500,000 for the initial term plus a successive term. The annual guarantee for each subsequent successive term shall decrease by the same percentage as annual gross sales, if royalties due to Licensor fall below \$500,000. In no event shall the annual minimum guarantee be less than \$150,000. If full payments are not made in accordance with this License Agreement, then the license expires 30 days after each payment is due. For clarity, the termination shall apply if annual minimum payment is not received within 12 months of the execution of the License Agreement. If the Term is not extended, Licensee shall have the right of first refusal to maintain all or any portion of the License after the expiration of the Term on the same terms as are offered or made available to any third parties.

4. **Upon Termination.** Within thirty (30) days after termination or expiration of this Agreement, Licensee shall provide Licensor with a complete listing of all Licensed Products on hand or on order from third party manufacturers, as well as the anticipated delivery date(s) thereof. Licensee shall have six (6) months from the date of termination or expiration of this Agreement in which to have sell off all such Licensed Products without further obligation to Licensor.

5. **Royalties/Sales.** Licensee shall pay royalties (the "Royalties") to Licensor at the rate of Twenty Percent (20%) of Gross Sales (as defined below) of Cover Products and CREEM Branded products for the first term of 27 months, Seventeen Percent (17%) for the first successive term of 2 years as stated in Section 3, and Fifteen (15%) for all successive terms thereafter. Royalties shall be paid quarterly, within fifteen (15) business days after the end of each quarter during the Term on payments received from the sales. Each Royalty payment shall be accompanied by a Royalty report in format and detail reasonably acceptable to Licensor, which information shall be subject to reasonable audit and verification by Licensor. Licensor further shall have the right to reasonably approve Licensed Products for quality and content in advance of their distribution. Licensor shall use its commercially reasonable best efforts to support and assist in the marketing and sales of the Licensed Products, including but not limited to providing a link to Licensee's web site on Licensor's web site, providing complimentary ad space in Licensor's magazine, and providing free introductory magazine offers with the purchase of Licensed Products. "Gross Sales" means the gross amounts collected from sales of Licensed Products (excluding and/or deducting sales or other taxes, shipping, and product returns).

6. **Quality.** Licensee acknowledge that Licensor maintains high standards for the goods and services offered and sold in connection with the CREEM Brands and the CREEM Covers and Licensee agrees to maintain the quality of the CREEM Brands and the CREEM Covers in connection with the Licensed Products. Licensee agrees not to use manufacturing facilities, which use child labor to produce merchandise with the CREEM Brand on it.

7. **Ownership and Rights.**

A. **Ownership.** Licensor at its own expense will, insofar as possible, as necessary to Licensee's exploitation of the license granted herein, or as reasonably requested by Licensee, register, maintain and/or renew the CREEM Brands in connection with the Licensed Products. Licensor represents, warrants and covenants that it owns and/or holds all rights, title and interest in and to the CREEM Covers and the CREEM Brands (including but not limited to the right to grant the Licenses);

Handwritten initials "TK" and a circled mark containing the letter "D".

that the Licensee's utilization and reproduction of the CREEM Covers and the CREEM Brands pursuant to the Licenses do not, and will not, violate or infringe upon any rights of any third parties (including but not limited to any and all persons depicted in, or who may have designed or prepared, any of the CREEM Covers); and that no consents or authorizations are required from any third parties in order for Licensee to utilize and reproduce the CREEM Covers and the CREEM Brands pursuant to the Licenses.

B. Licensee. Licensee represents, warrants and covenants that it does not hold or claim any rights of ownership in or to the CREEM Covers and the CREEM Brands; that Licensee is not acquiring any rights of ownership in or to the CREEM Covers and the CREEM Brands pursuant to the Licenses; and that Licensee may only utilize and reproduce the CREEM Covers and the CREEM Brands pursuant to, and in accordance with the terms of, the Licenses.

C. Mutual Indemnification. Licensor and Licensee (an "Indemnifying Party") shall each indemnify and defend the other and each of its respective predecessors, successors, directors, members, officers, representatives, employees, attorneys, agents, assigns, and other persons acting for or on behalf of such party (the "Indemnified Parties"), both during the Term of this Agreement and following its expiration or termination, and hold the Indemnified Parties harmless from, against, for and in respect of any and all actions, causes of action, suits, proceedings, claims, liabilities, losses, taxes, expenses, and damages of any kind or character and all costs and expenses (including, without limitation, reasonable attorneys' and experts' fees and expenses and all other investigation and litigation costs and expenses, interest, penalties and all expenses and costs associated therewith), which the Indemnified Parties may sustain or become liable for by reason of any claims brought by any party against them or Licensor on account of arising any inaccuracy in or breach of such party's representations, warranties, covenants, or obligations set forth in this Agreement. This indemnification and defense obligations is expressly conditioned upon (a) the Indemnified Parties giving prompt written notice of such claim or suit against it/them after assertion thereof and (b) the full cooperation and assistance of the Indemnified Parties, to the extent reasonably requested in connection with the defense of such claim or suit. The Indemnifying Party shall have the right, at its own expense, to undertake and conduct the defense (including, without limitation, the selection of counsel) and/or negotiation of any settlement of any such suit or claim; provided, however, that the Indemnifying Party may not offer a proposed settlement of any claim or settle any claim without the prior written consent of the Indemnified Parties (which will not be unreasonably withheld). Further, the Indemnified Parties (at their cost) may participate in the defense and settlement of the Claim.

8. Notices. All notices, statements and payments hereunder to a party shall be sent to the address for such party set forth in the first paragraph of this License Agreement, or such other address as such party may hereafter designate by notice to the other party. All notices sent under this License Agreement must be in writing to be effective, and, except for statements and payments (which may be sent via regular or electronic mail), must be sent in one of the forms specified in clauses (i), (ii) or (iii), of the following sentence. Notices shall be deemed to have been duly given or made (i) on the date delivered in person, (ii) on the date indicated on the return receipt if mailed postage prepaid, by certified or registered U.S. Mail, with return receipt requested, or (iii) if sent by Federal Express, U.P.S. Next Day Air or other nationally recognized overnight carrier service or overnight express U.S. Mail, with service charges or postage prepaid, in time for and specifying next day delivery, then on the next business day after delivery to the carrier service or U.S. Mail.

9. Governing Law and Jurisdiction. THIS AGREEMENT HAS BEEN ENTERED INTO IN THE STATE OF MICHIGAN. ITS VALIDITY, CONSTRUCTION, INTERPRETATION AND LEGAL EFFECT WILL BE GOVERNED BY THE LAWS OF THE STATE OF MICHIGAN APPLICABLE TO CONTRACTS ENTERED INTO AND PERFORMED ENTIRELY WITHIN THE STATE OF MICHIGAN (WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES



UNDER MICHIGAN LAW). ALL CLAIMS, DISPUTES OR DISAGREEMENTS WHICH MAY ARISE OUT OF THE INTERPRETATION, PERFORMANCE OR BREACH OF THIS AGREEMENT WILL BE SUBMITTED EXCLUSIVELY TO THE JURISDICTION AND VENUE OF THE COURTS OF MICHIGAN LOCATED IN THE CITY OF MICHIGAN, MICHIGAN COUNTY, OR THE FEDERAL DISTRICT COURTS LOCATED IN THE SUCH CITY OF SUCH COUNTY (AND THE APPLICABLE STATE AND FEDERAL APPELLATE COURTS).

10. **Construction, Final Agreement.** All references to "this Agreement," "this License Agreement," "hereof," "herein" and words of similar connotation include all schedules and exhibits attached hereto, unless specified otherwise. This Agreement is intended by the parties hereto as a final expression of their understanding and agreement with respect to the subject matter hereof and as a complete and exclusive statement of the terms thereof. This Agreement supersedes any and all prior and contemporaneous negotiations, understandings and agreements between the parties hereto with respect to the subject matter hereof. Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any provisions of this Agreement and any statute, law, ordinance, order or regulation contrary to which the parties hereto have no legal right to contract, such statute, law, ordinance, order or regulation shall prevail; provided, that, in such event, (i) the provision of this Agreement so affected shall be limited only to the extent necessary to permit the compliance with such minimum legal requirements, (ii) no other provisions of this Agreement shall be affected thereby, and (iii) all such other provisions shall remain in full force and effect. Whenever examples are used in this Agreement with the words "including," "for example," "e.g.," "such as," "etc." or any derivation thereof, such examples are intended to be illustrative and not in limitation thereof. The Section headings herein are used solely for convenience and shall not be used in the interpretation or construction of this Agreement and references to a "Section" refer only to the indicated Section of this Agreement. Except as expressly provided for herein, all remedies, rights, obligations and agreements contained in this License Agreement are cumulative and none of them shall limit any other remedies, rights, obligations or agreements under this License Agreement or otherwise.

11. **Modification and Waiver; Cumulative Rights.** This Agreement cannot be canceled, modified, amended or waived, in part or in full, in any manner except by an instrument in writing signed by both parties. No waiver by either party hereto, whether express or implied, of any provision of this Agreement or default hereunder shall affect such party's right thereafter to enforce such provision or to exercise the right or remedy set forth in this Agreement in the event of any other default, whether or not similar.

12. **Independent Contractor Status.** The relationship between Licensor and Licensee hereunder shall at all times be that of independent contractors, and nothing contained herein shall render or constitute Licensor and Licensee joint ventures, partners, or agents of each other. Except as otherwise provided in this Agreement, this Agreement is made for the sole benefit and protection of the parties hereto and not for the benefit of any third party.

13. **Assignment.** This License Agreement may not be assigned by either party without the prior written consent of the other party. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed an original, and all of such counterparts will together constitute one and the same agreement. Signatures transmitted by facsimile or other electronic means (including e-mail) shall be deemed an original.

15. **Survival.** Any provisions of this Agreement that by their intent survive the termination of this Agreement, including Sections V, VI, VII, VIII, IX, X, XI, XII, XIII and XIV, shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, Licenser and Licensee have each caused this Agreement to be executed by its respective duly authorized representative as of the Effective Date.

CREEM MEDIA INC

By: Jason Turner
Jason Turner

Its: Chairman

Authorized Representatives

Dated: October 8, 2009

T.A.RIGGS LICENSING LLC

By: Todd A. Riggs
Todd A. Riggs

Its: FOUNDER

Authorized Representatives

Dated: October __, 2009

TR

Exhibit F

Generated on: This page was generated by TSDR on 2013-08-05 09:56:06 EDT

Mark: BOY HOWDY! CREEM



US Serial Number: 85067085

Application Filing Date: Jun. 19, 2010

Register: Principal

Mark Type: Trademark

Status: A first request for extension of time to file a Statement of Use has been granted.

Status Date: Jun. 10, 2013

Publication Date: Nov. 09, 2010

Notice of Allowance Date: Dec. 11, 2012

Mark Information

Mark Literal Elements: BOY HOWDY! CREEM

Standard Character Claim: No

Mark Drawing Type: 3 - AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)/NUMBER(S)

Description of Mark: The mark consists of the wording "BOY HOWDY!" appearing in a speech balloon adjacent to a bottle with human features including arms, hands, legs, feet and a face set above the word "CREEM" in a unique stylized font.

Color(s) Claimed: Color is not claimed as a feature of the mark.

Design Search Code(s): 01.15.17 - Balloons, thought or speech; Thought or speech clouds; Clouds, thought or speech
01.15.18 - Raindrops (more than a single drop); More than one drop including teardrops or raindrops; multiple drops (rain, tear, etc.); Teardrops (more than a single drop)
02.01.34 - Monsters (not robots); Other grotesque including men formed by plants or objects
04.07.02 - Objects forming a person; Person formed by objects
11.03.04 - Milk bottles or cartons; Milk cartons; Milk bottles and cartons; Cartons, milk; Bottles, milk
19.09.03 - Bottles, jars or flasks with straight, vertical sides; Flasks with straight or vertical sides; Jars with straight or vertical sides
26.01.01 - Circles as carriers or as single line borders

Goods and Services

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

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

For: BELTS; BOTTOMS; COATS; DRESSES; FOOTWEAR; GLOVES; HEADWEAR; JACKETS; LEGGINGS; SCARVES; SLEEPWEAR; SWIMWEAR; TOPS; UNDERGARMENTS

International Class(es): 025 - Primary Class

U.S Class(es): 022, 039

Class Status: ACTIVE

Basis: 1(b)

Basis Information (Case Level)

Filed Use: No

Currently Use: No

Amended Use: No

Filed ITU: Yes

Currently ITU: Yes

Amended ITU: No

Filed 44D: No

Currently 44D: No

Amended 44D: No

Filed 44E: No

Currently 44E: No

Amended 44E: No

Filed 66A: No

Currently 66A: No

Filed No Basis: No

Currently No Basis: No

Current Owner(s) Information

Owner Name: Kramer, Jacob

Owner Address: 4166 James River Road
New Albany, OHIO 43054

UNITED STATES

Legal Entity Type: INDIVIDUAL

Citizenship: UNITED STATES

Attorney/Correspondence Information

Attorney of Record - None

Correspondent

Correspondent JACOB KRAMER
Name/Address: 768 S 5TH STREET
 COLUMBUS, OHIO 43206 2146
 UNITED STATES

Phone: 917.442.8306

Correspondent e-mail: jjkramer76@gmail.com

Correspondent e-mail Yes
 Authorized:

Domestic Representative - Not Found

Prosecution History

| Date | Description | Proceeding Number |
|---------------|---|-------------------|
| Jun. 12, 2013 | NOTICE OF APPROVAL OF EXTENSION REQUEST E-MAILED | |
| Jun. 10, 2013 | EXTENSION 1 GRANTED | 98765 |
| Jun. 10, 2013 | EXTENSION 1 FILED | 98765 |
| Jun. 10, 2013 | TEAS EXTENSION RECEIVED | |
| Dec. 11, 2012 | NOA E-MAILED - SOU REQUIRED FROM APPLICANT | |
| Oct. 31, 2012 | TTAB RELEASE CASE TO TRADEMARKS | 198899 |
| Oct. 31, 2012 | OPPOSITION TERMINATED NO. 999999 | 198899 |
| Oct. 31, 2012 | OPPOSITION DISMISSED NO. 999999 | 198899 |
| Jun. 18, 2012 | APPLICANT/CORRESPONDENCE CHANGES (NON-RESPONSIVE) ENTERED | 88888 |
| Jun. 18, 2012 | TEAS CHANGE OF OWNER ADDRESS RECEIVED | |
| Jun. 07, 2012 | TEAS CHANGE OF CORRESPONDENCE RECEIVED | |
| Mar. 09, 2011 | OPPOSITION INSTITUTED NO. 999999 | 198899 |
| Dec. 08, 2010 | EXTENSION OF TIME TO OPPOSE RECEIVED | |
| Nov. 09, 2010 | OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED | |
| Nov. 09, 2010 | PUBLISHED FOR OPPOSITION | |
| Oct. 01, 2010 | LAW OFFICE PUBLICATION REVIEW COMPLETED | 73296 |
| Sep. 29, 2010 | APPROVED FOR PUB - PRINCIPAL REGISTER | |
| Sep. 27, 2010 | DATA MODIFICATION COMPLETED | 73296 |
| Sep. 27, 2010 | ASSIGNED TO LIE | 73296 |
| Sep. 27, 2010 | ASSIGNED TO EXAMINER | 82104 |
| Jun. 24, 2010 | TEAS AMENDMENT ENTERED BEFORE ATTORNEY ASSIGNED | 88889 |
| Jun. 24, 2010 | TEAS VOLUNTARY AMENDMENT RECEIVED | |
| Jun. 24, 2010 | NOTICE OF DESIGN SEARCH CODE AND PSEUDO MARK MAILED | |
| Jun. 23, 2010 | NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM | |
| Jun. 23, 2010 | NEW APPLICATION ENTERED IN TRAM | |

TM Staff and Location Information

TM Staff Information

TM Attorney: KAUFMAN, LAURIE R

Law Office Assigned: LAW OFFICE 116

File Location

Current Location: INTENT TO USE SECTION

Date in Location: Dec. 11, 2012

Proceedings

Summary

Number of Proceedings: 2

Type of Proceeding: OppositionProceeding Number: [91198899](#)

Filing Date: Mar 09, 2011

Status: Terminated

Status Date: Oct 31, 2012

Interlocutory Attorney: ANDREW P BAXLEY

Defendant

Name: Jacob Kramer

Correspondent Address: JACOB KRAMER
768 S 5TH STREET
COLUMBUS OH , 43206 2146
UNITED STATESCorrespondent e-mail: jjkramer76@gmail.com**Associated marks**

| Mark | Application Status | Serial Number | Registration Number |
|------------------|---------------------------|--------------------------|---------------------|
| BOY HOWDY! CREEM | First Extension - Granted | 85067085 | |

Plaintiff(s)

Name: Jennifer Cress

Correspondent Address: KYLE T PETERSON
PATTERSON THUENTE CHRISTENSEN PEDERSEN PA
80 SOUTH 8TH STREET STE 4800
MINNEAPOLIS MN , 55402
UNITED STATESCorrespondent e-mail: trademark@ptslaw.com**Associated marks**

| Mark | Application Status | Serial Number | Registration Number |
|-------|--------------------|--------------------------|-------------------------|
| CREEM | Registered | 85066550 | 4324764 |

Prosecution History

| Entry Number | History Text | Date | Due Date |
|--------------|--|--------------|--------------|
| 1 | FILED AND FEE | Mar 09, 2011 | |
| 2 | NOTICE AND TRIAL DATES SENT; ANSWER DUE: | Mar 09, 2011 | Apr 18, 2011 |
| 3 | PENDING, INSTITUTED | Mar 09, 2011 | |
| 4 | ANSWER | Apr 18, 2011 | |
| 5 | STIP TO SUSPEND PEND SETTLEMENT NEGOTNS | Jun 13, 2011 | |
| 6 | SUSPENDED | Jun 13, 2011 | |
| 7 | STIP TO SUSPEND PEND SETTLEMENT NEGOTNS | Sep 08, 2011 | |
| 8 | SUSPENDED | Sep 09, 2011 | |
| 9 | STIP TO SUSPEND PEND SETTLEMENT NEGOTNS | Dec 16, 2011 | |
| 10 | SUSPENDED | Dec 16, 2011 | |
| 11 | STIP TO SUSPEND PEND SETTLEMENT NEGOTNS | Apr 30, 2012 | |
| 12 | SUSPENDED | Apr 30, 2012 | |
| 13 | STIP TO SUSPEND PEND SETTLEMENT NEGOTNS | Jul 30, 2012 | |
| 14 | SUSPENDED | Jul 30, 2012 | |
| 15 | WITHDRAWAL OF OPPOSITION | Oct 04, 2012 | |
| 16 | RESPONSE DUE 30 DAYS (DUE DATE) | Oct 09, 2012 | Nov 08, 2012 |
| 17 | WITHDRAWAL OF OPPOSITION | Oct 10, 2012 | |
| 18 | BD'S DECISION: DISMISSED W/O PREJUDICE | Oct 31, 2012 | |
| 19 | TERMINATED | Oct 31, 2012 | |

Type of Proceeding: Extension of TimeProceeding Number: [85067085](#)

Filing Date: Dec 08, 2010

Status: Terminated

Status Date: Mar 10, 2011

Interlocutory Attorney:

Defendant

Name: Kramer, Jacob

Correspondent Address: JACOB KRAMER

768 S 5TH ST
COLUMBUS OH , 43206-2146

| Associated marks | | | |
|----------------------|---------------------------|--------------------------|---------------------|
| Mark | Application Status | Serial Number | Registration Number |
| BOY HOWDY! CREEM | First Extension - Granted | 85067085 | |
| Potential Opposer(s) | | | |

Name: JenniferCress

Correspondent Address: Kyle T. Peterson
Patterson Thunte Christensen Pedersen P.A.
80 South 8th Street, Suite 4800
Minneapolis MN , 55402
UNITED STATES

Correspondent e-mail: trademark@ptslaw.com

| Associated marks | | | |
|---------------------|--------------------|---------------|---------------------|
| Mark | Application Status | Serial Number | Registration Number |
| Prosecution History | | | |
| Entry Number | History Text | Date | Due Date |

| | | | |
|---|-------------------------------------|--------------|--|
| 1 | INCOMING - EXT TIME TO OPPOSE FILED | Dec 08, 2010 | |
| 2 | EXTENSION OF TIME GRANTED | Dec 08, 2010 | |
| 3 | INCOMING - EXT TIME TO OPPOSE FILED | Dec 15, 2010 | |
| 4 | EXTENSION OF TIME GRANTED | Dec 15, 2010 | |

Trademark/Service Mark Application, Principal Register

Serial Number: 85067085

Filing Date: 06/19/2010

The table below presents the data as entered.

| Input Field | Entered |
|---|---|
| SERIAL NUMBER | 85067085 |
| MARK INFORMATION | |
| *MARK | \\TICRS\EXPORT10\IMAGEOUT10\850\670\85067085\xml1\ APP0002.JPG |
| SPECIAL FORM | YES |
| USPTO-GENERATED IMAGE | NO |
| LITERAL ELEMENT | BOY HOWDY! CREEM |
| COLOR MARK | NO |
| *DESCRIPTION OF THE MARK (and Color Location, if applicable) | The mark consists of The mark consists of the wording BOY HOWDY! appearing in a speech balloon adjacent to a bottle with human features including arms, hands, legs, feet and a face, set above the word CREEM. |
| PIXEL COUNT ACCEPTABLE | YES |
| PIXEL COUNT | 458 x 369 |
| REGISTER | Principal |
| APPLICANT INFORMATION | |
| *OWNER OF MARK | Jacob Kramer |
| *STREET | 768 S. 5th Street |
| *CITY | Columbus |
| *STATE (Required for U.S. applicants) | Ohio |
| *COUNTRY | United States |
| *ZIP/POSTAL CODE (Required for U.S. applicants only) | 43206 |
| EMAIL ADDRESS | jjkramer76@gmail.com |

| | |
|--|--|
| LEGAL ENTITY INFORMATION | |
| TYPE | individual |
| COUNTRY OF CITIZENSHIP | United States |
| GOODS AND/OR SERVICES AND BASIS INFORMATION | |
| INTERNATIONAL CLASS | 025 |
| *IDENTIFICATION | BELTS; BOTTOMS; COATS; DRESSES; FOOTWEAR; GLOVES; HEADWEAR; JACKETS; LEGGINGS; SCARVES; SLEEPWEAR; SWIMWEAR; TOPS; UNDERGARMENTS |
| FILING BASIS | SECTION 1(b) |
| CORRESPONDENCE INFORMATION | |
| NAME | Jacob Kramer |
| STREET | 768 S. 5th Street |
| CITY | Columbus |
| STATE | Ohio |
| COUNTRY | United States |
| ZIP/POSTAL CODE | 43206 |
| EMAIL ADDRESS | jjkramer76@gmail.com |
| AUTHORIZED TO COMMUNICATE VIA EMAIL | Yes |
| FEE INFORMATION | |
| NUMBER OF CLASSES | 1 |
| FEE PER CLASS | 325 |
| *TOTAL FEE DUE | 325 |
| *TOTAL FEE PAID | 325 |
| SIGNATURE INFORMATION | |
| SIGNATURE | /Jacob Kramer/ |
| SIGNATORY'S NAME | Jacob Kramer |
| SIGNATORY'S POSITION | Owner |
| DATE SIGNED | 06/19/2010 |

Trademark/Service Mark Application, Principal Register

Serial Number: 85067085

Filing Date: 06/19/2010

To the Commissioner for Trademarks:

MARK: BOY HOWDY! CREEM (stylized and/or with design, see [mark](#))

The literal element of the mark consists of BOY HOWDY! CREEM.

The applicant is not claiming color as a feature of the mark. The mark consists of The mark consists of the wording BOY HOWDY! appearing in a speech balloon adjacent to a bottle with human features including arms, hands, legs, feet and a face, set above the word CREEM.

The applicant, Jacob Kramer, a citizen of United States, having an address of

768 S. 5th Street

Columbus, Ohio 43206

United States

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

International Class 025: BELTS; BOTTOMS; COATS; DRESSES; FOOTWEAR; GLOVES; HEADWEAR; JACKETS; LEGGINGS; SCARVES; SLEEPWEAR; SWIMWEAR; TOPS; UNDERGARMENTS

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

The applicant's current Correspondence Information:

Jacob Kramer

768 S. 5th Street

Columbus, Ohio 43206

jjkramer76@gmail.com (authorized)

A fee payment in the amount of \$325 has been submitted with the application, representing payment for 1 class(es).

Declaration

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is

properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Signature: /Jacob Kramer/ Date Signed: 06/19/2010

Signatory's Name: Jacob Kramer

Signatory's Position: Owner

RAM Sale Number: 6574

RAM Accounting Date: 06/21/2010

Serial Number: 85067085

Internet Transmission Date: Sat Jun 19 19:40:40 EDT 2010

TEAS Stamp: USPTO/BAS-174.101.42.152-201006191940405

17296-85067085-460211c824508da1dbfaf47b7

eb2e7d742-CC-6574-20100619192640949245



Creem



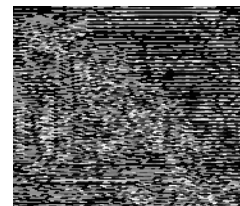
Creem



Creem

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Mark: BOY HOWDY



US Serial Number: 85431412

Application Filing Date: Sep. 25, 2011

Filed as TEAS Plus: Yes

Currently TEAS Plus: Yes

Register: Principal

Mark Type: Service Mark

Status: A second request for extension of time to file a Statement of Use has been granted.

Status Date: Apr. 29, 2013

Publication Date: Mar. 06, 2012

Notice of Allowance Date: May 01, 2012

Mark Information

Mark Literal Elements: BOY HOWDY

Standard Character Claim: No

Mark Drawing Type: 3 - AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)/NUMBER(S)

Description of Mark: The mark consists of the wording "BOY HOWDY!" appearing in a speech balloon adjacent to a bottle with human features including arms, hands, legs, feet and a face.

Color(s) Claimed: Color is not claimed as a feature of the mark.

Design Search Code(s): 01.15.17 - Balloons, thought or speech; Thought or speech clouds; Clouds, thought or speech
01.15.18 - More than one drop including teardrops or raindrops; Raindrops (more than a single drop); Teardrops (more than a single drop); multiple drops (rain, tear, etc.)
02.01.34 - Other grotesque including men formed by plants or objects; Monsters (not robots)
02.09.04 - Sitting, humans; Kneeling, humans; Humans, including men, women and children, depicted sitting or kneeling
04.07.02 - Objects forming a person; Person formed by objects
09.03.12 - Mittens; Holders, pot; Gloves, winter; Gloves, Work; Gloves, golf; Work gloves
19.09.02 - Jars with bulging or protruding sides; Bottles, jars or flasks with bulging, protruding or rounded sides; Flasks with bulging or protruding sides
26.01.02 - Plain single line circles; Circles, plain single line
26.17.01 - Bars, straight; Bands, straight; Lines, straight; Straight line(s), band(s) or bar(s)
26.17.05 - Bands, horizontal; Bars, horizontal; Horizontal line(s), band(s) or bar(s); Lines, horizontal

Goods and Services

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

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

For: Providing on-line magazines in the field of music, arts, entertainment, and culture

International Class(es): 041 - Primary Class

U.S Class(es): 100, 101, 107

Class Status: ACTIVE

Basis: 1(b)

Basis Information (Case Level)

Filed Use: No

Currently Use: No

Amended Use: No

Filed ITU: Yes

Currently ITU: Yes

Amended ITU: No

Filed 44D: No

Currently 44D: No

Amended 44D: No

Filed 44E: No

Currently 44E: No

Amended 44E: No

Filed 66A: No

Currently 66A: No

Filed No Basis: No

Currently No Basis: No

Current Owner(s) Information

Owner Name: Kramer, Jacob

Owner Address: 4166 James River Road
New Albany, OHIO 43054
UNITED STATES

Legal Entity Type: INDIVIDUAL

Citizenship: UNITED STATES

Attorney/Correspondence Information

Attorney of Record - None
Correspondent

Correspondent Name/Address: JACOB KRAMER
4166 JAMES RIVER ROAD
NEW ALBANY, OHIO 43054
UNITED STATES

Phone: 917.442.8306

Correspondent e-mail: jjkramer76@gmail.com

Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

| Date | Description | Proceeding Number |
|---------------|---|-------------------|
| May 01, 2013 | NOTICE OF APPROVAL OF EXTENSION REQUEST E-MAILED | |
| Apr. 29, 2013 | EXTENSION 2 GRANTED | 98765 |
| Apr. 29, 2013 | EXTENSION 2 FILED | 98765 |
| Apr. 29, 2013 | TEAS EXTENSION RECEIVED | |
| Dec. 27, 2012 | NOTICE OF APPROVAL OF EXTENSION REQUEST E-MAILED | |
| Dec. 26, 2012 | EXTENSION 1 GRANTED | 76873 |
| Nov. 01, 2012 | EXTENSION 1 FILED | 76873 |
| Dec. 20, 2012 | CASE ASSIGNED TO INTENT TO USE PARALEGAL | 76873 |
| Dec. 11, 2012 | NOTICE OF REVIVAL - E-MAILED | |
| Dec. 11, 2012 | EXTENSION RECEIVED WITH TEAS PETITION | |
| Dec. 11, 2012 | PETITION TO REVIVE-GRANTED | 88889 |
| Dec. 11, 2012 | TEAS PETITION TO REVIVE RECEIVED | |
| Dec. 03, 2012 | ABANDONMENT NOTICE MAILED - NO USE STATEMENT FILED | |
| Dec. 03, 2012 | ABANDONMENT - NO USE STATEMENT FILED | 99999 |
| Jun. 18, 2012 | APPLICANT/CORRESPONDENCE CHANGES (NON-RESPONSIVE) ENTERED | 88888 |
| Jun. 18, 2012 | TEAS CHANGE OF OWNER ADDRESS RECEIVED | |
| Jun. 07, 2012 | TEAS CHANGE OF CORRESPONDENCE RECEIVED | |
| May 01, 2012 | NOA E-MAILED - SOU REQUIRED FROM APPLICANT | |
| Mar. 06, 2012 | OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED | |
| Mar. 06, 2012 | PUBLISHED FOR OPPOSITION | |
| Feb. 15, 2012 | NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED | |
| Jan. 13, 2012 | APPROVED FOR PUB - PRINCIPAL REGISTER | |
| Jan. 12, 2012 | ASSIGNED TO EXAMINER | 74784 |
| Sep. 30, 2011 | NOTICE OF DESIGN SEARCH CODE MAILED | |
| Sep. 29, 2011 | NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM | |
| Sep. 28, 2011 | NEW APPLICATION ENTERED IN TRAM | |

TM Staff and Location Information

TM Staff Information

TM Attorney: GRIFFIN, JAMES

Law Office Assigned: LAW OFFICE 108

File Location

Current Location: INTENT TO USE SECTION

Date in Location: Dec. 20, 2012



Trademark/Service Mark Application, Principal Register

TEAS Plus Application

Serial Number: 85431412

Filing Date: 09/25/2011

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

The table below presents the data as entered.

| Input Field | Entered |
|---|--|
| TEAS Plus | YES |
| MARK INFORMATION | |
| *MARK | \\TICRS\EXPORT11\IMAGEOUT11\854\314\85431412\xml1\FTK0002.JPG |
| *SPECIAL FORM | YES |
| USPTO-GENERATED IMAGE | NO |
| *COLOR MARK | NO |
| *COLOR(S) CLAIMED (If applicable) | |
| *DESCRIPTION OF THE MARK (and Color Location, if applicable) | The mark consists of the wording "BOY HOWDY!" appearing in a speech balloon adjacent to a bottle with human features including arms, hands, legs, feet and a face. |
| PIXEL COUNT ACCEPTABLE | YES |
| PIXEL COUNT | 432 x 358 |
| REGISTER | Principal |
| APPLICANT INFORMATION | |
| *OWNER OF MARK | Kramer, Jacob |
| INTERNAL ADDRESS | 768 S. Fifth St |
| *STREET | 768 S. Fifth St |
| *CITY | Columbus |

| | |
|--|--|
| *STATE (Required for U.S. applicants) | Ohio |
| *COUNTRY | United States |
| *ZIP/POSTAL CODE (Required for U.S. applicants only) | 43206 |
| PHONE | 9174428306 |
| EMAIL ADDRESS | jjkramer76@gmail.com |
| LEGAL ENTITY INFORMATION | |
| *TYPE | INDIVIDUAL |
| * COUNTRY OF CITIZENSHIP | United States |
| GOODS AND/OR SERVICES AND BASIS INFORMATION | |
| * INTERNATIONAL CLASS | 041 |
| IDENTIFICATION | Providing on-line magazines in the field of music, arts, entertainment, and culture |
| *FILING BASIS | SECTION 1(b) |
| ADDITIONAL STATEMENTS SECTION | |
| *TRANSLATION (if applicable) | |
| *TRANSLITERATION (if applicable) | |
| *CLAIMED PRIOR REGISTRATION (if applicable) | |
| * CONSENT (NAME/ LIKENESS) (if applicable) | |
| *CONCURRENT USE CLAIM (if applicable) | |
| CORRESPONDENCE INFORMATION | |
| *NAME | Kramer, Jacob |
| *STREET | 768 S. Fifth St |
| *CITY | Columbus |
| *STATE (Required for U.S. applicants) | Ohio |
| *COUNTRY | United States |
| *ZIP/POSTAL CODE | 43206 |
| PHONE | 9174428306 |
| | |

| | |
|---|----------------------|
| *EMAIL ADDRESS | jjkramer76@gmail.com |
| *AUTHORIZED TO COMMUNICATE VIA EMAIL | Yes |
| FEE INFORMATION | |
| NUMBER OF CLASSES | 1 |
| FEE PER CLASS | 275 |
| *TOTAL FEE PAID | 275 |
| SIGNATURE INFORMATION | |
| * SIGNATURE | /Jacob Kramer/ |
| * SIGNATORY'S NAME | Jacob Kramer |
| * SIGNATORY'S POSITION | Owner |
| * DATE SIGNED | 09/25/2011 |

Trademark/Service Mark Application, Principal Register

TEAS Plus Application

Serial Number: 85431412

Filing Date: 09/25/2011

To the Commissioner for Trademarks:

MARK: (Stylized and/or Design, see [mark](#))

The applicant is not claiming color as a feature of the mark. The mark consists of the wording "BOY HOWDY!" appearing in a speech balloon adjacent to a bottle with human features including arms, hands, legs, feet and a face.

The applicant, Jacob Kramer, a citizen of United States, having an address of
768 S. Fifth St,
768 S. Fifth St
Columbus, Ohio 43206
United States

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

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

International Class 041: Providing on-line magazines in the field of music, arts, entertainment, and culture

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

The applicant's current Correspondence Information:

Kramer, Jacob
768 S. Fifth St
Columbus, Ohio 43206
9174428306(phone)
jjkramer76@gmail.com (authorized)

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

Declaration

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

Signature: /Jacob Kramer/ Date Signed: 09/25/2011

Signatory's Name: Jacob Kramer

Signatory's Position: Owner

RAM Sale Number: 18268

RAM Accounting Date: 09/26/2011

Serial Number: 85431412

Internet Transmission Date: Sun Sep 25 20:42:25 EDT 2011

TEAS Stamp: USPTO/FTK-174.101.42.152-201109252042255

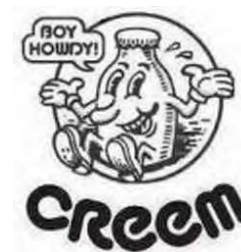
63341-85431412-480cd279d82739826c8943856

23cbc7cd73-CC-18268-20110925202223479309



Generated on: This page was generated by TSDR on 2013-08-05 09:58:43 EDT

Mark: BOY HOWDY! CREEM



US Serial Number: 85645528

Application Filing Date: Jun. 07, 2012

Filed as TEAS Plus: Yes

Currently TEAS Plus: Yes

Register: Principal

Mark Type: Trademark

Status: An Office action suspending further action on the application has been sent (issued) to the applicant. To view all documents in this file, click on the Trademark Document Retrieval link at the top of this page.

Status Date: Apr. 11, 2013

Mark Information

Mark Literal Elements: BOY HOWDY! CREEM

Standard Character Claim: No

Mark Drawing Type: 3 - AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)/NUMBER(S)

Description of Mark: The mark consists of the wording "BOY HOWDY!" appearing in a speech balloon adjacent to a bottle with human features including arms, hands, legs, feet and a face set above the word "CREEM" in a unique stylized font.

Color(s) Claimed: Color is not claimed as a feature of the mark.

Design Search Code(s): 01.15.17 - Thought or speech clouds; Balloons, thought or speech; Clouds, thought or speech
01.15.18 - Teardrops (more than a single drop); Raindrops (more than a single drop); multiple drops (rain, tear, etc.); More than one drop including teardrops or raindrops
02.01.34 - Monsters (not robots); Other grotesque including men formed by plants or objects
04.07.02 - Objects forming a person; Person formed by objects
19.09.03 - Jars with straight or vertical sides; Flasks with straight or vertical sides; Bottles, jars or flasks with straight, vertical sides
26.01.02 - Circles, plain single line; Plain single line circles

Goods and Services

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

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

For: All-purpose carrying bags; Backpacks; Carry-all bags; Cosmetic bags sold empty; Pouches for holding make-up, keys and other personal items; Shoulder bags; Tote bags; Travel bags; Wristlet bags

International Class(es): 018 - Primary Class

U.S Class(es): 001, 002, 003, 022, 041

Class Status: ACTIVE

Basis: 1(b)

Basis Information (Case Level)

Filed Use: No

Currently Use: No

Amended Use: No

Filed ITU: Yes

Currently ITU: Yes

Amended ITU: No

Filed 44D: No

Currently 44D: No

Amended 44D: No

Filed 44E: No

Currently 44E: No

Amended 44E: No

Filed 66A: No

Currently 66A: No

Filed No Basis: No

Currently No Basis: No

Current Owner(s) Information

Owner Name: Jacob Kramer

Owner Address: 4166 James River Road
New Albany, OHIO 43054

UNITED STATES

Legal Entity Type: INDIVIDUAL

Citizenship: UNITED STATES

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Jacob Kramer

Attorney Primary Email Address: jjkramer76@gmail.com

Attorney Email Authorized: Yes

Correspondent

Correspondent Name/Address: JACOB KRAMER
4166 JAMES RIVER RD
NEW ALBANY, OHIO 43054-8939
UNITED STATES

Phone: 917.442.8306

Correspondent e-mail: jjkramer76@gmail.com

Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

| Date | Description | Proceeding Number |
|---------------|--|-------------------|
| Apr. 11, 2013 | NOTIFICATION OF LETTER OF SUSPENSION E-MAILED | 6332 |
| Apr. 11, 2013 | LETTER OF SUSPENSION E-MAILED | 6332 |
| Apr. 11, 2013 | SUSPENSION LETTER WRITTEN | 73349 |
| Mar. 27, 2013 | TEAS/EMAIL CORRESPONDENCE ENTERED | 88889 |
| Mar. 26, 2013 | CORRESPONDENCE RECEIVED IN LAW OFFICE | 88889 |
| Mar. 26, 2013 | TEAS RESPONSE TO OFFICE ACTION RECEIVED | |
| Sep. 26, 2012 | NOTIFICATION OF NON-FINAL ACTION E-MAILED | 6325 |
| Sep. 26, 2012 | NON-FINAL ACTION E-MAILED | 6325 |
| Sep. 26, 2012 | NON-FINAL ACTION WRITTEN | 73349 |
| Sep. 24, 2012 | ASSIGNED TO EXAMINER | 73349 |
| Jun. 19, 2012 | NOTICE OF DESIGN SEARCH CODE MAILED | |
| Jun. 18, 2012 | NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM | |
| Jun. 11, 2012 | NEW APPLICATION ENTERED IN TRAM | |

TM Staff and Location Information

TM Staff Information

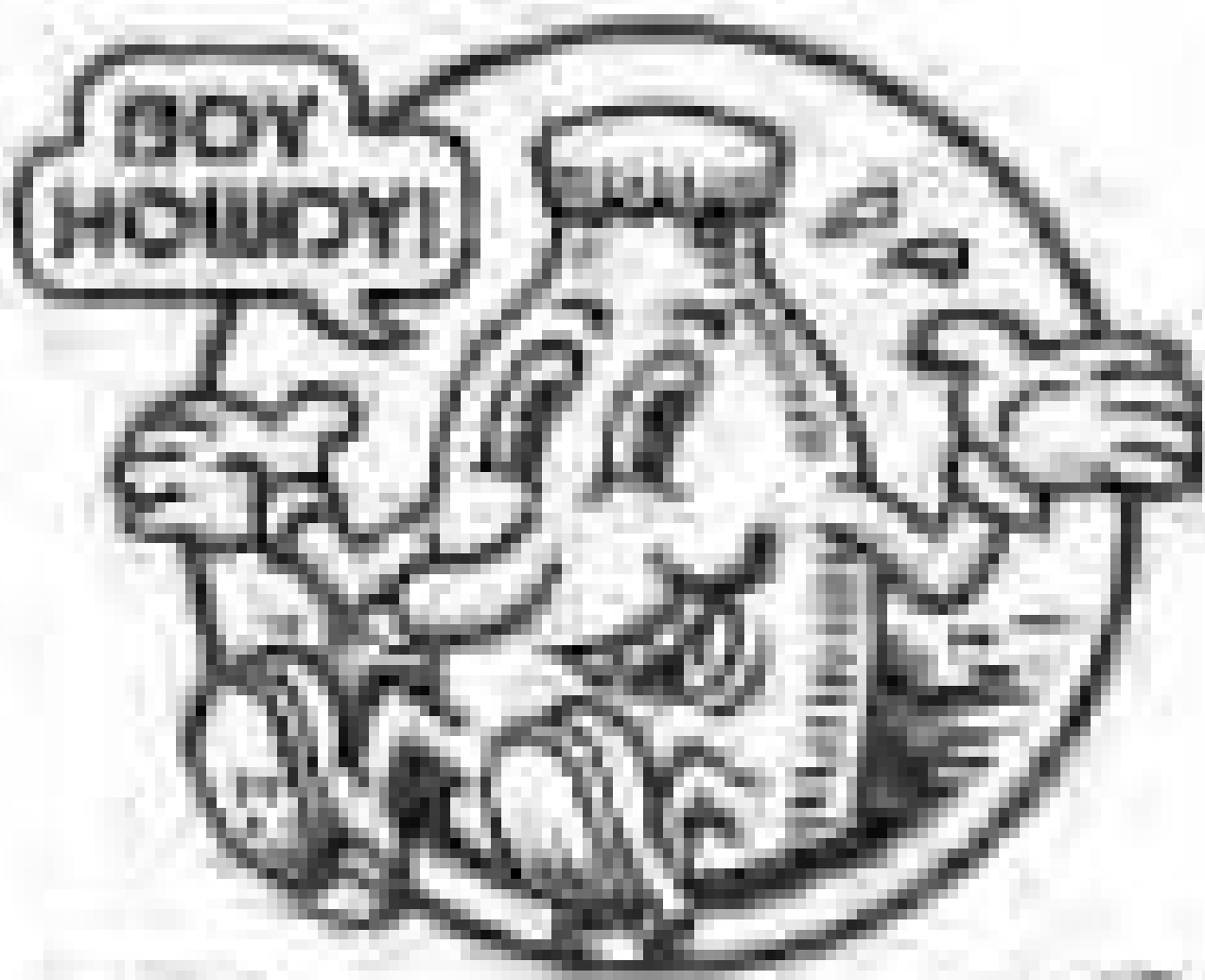
TM Attorney: LOBO, DEBORAH E

Law Office Assigned: LAW OFFICE 109

File Location

Current Location: TMEG LAW OFFICE 109 - EXAMINING
ATTORNEY ASSIGNED

Date in Location: Apr. 11, 2013



craca

Trademark/Service Mark Application, Principal Register

TEAS Plus Application

Serial Number: 85645528

Filing Date: 06/07/2012

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

The table below presents the data as entered.

| Input Field | Entered |
|---|---|
| TEAS Plus | YES |
| MARK INFORMATION | |
| *MARK | \\TICRS\EXPORT16\IMAGEOUT16\856\455\85645528\xml1\FTK0002.JPG |
| *SPECIAL FORM | YES |
| USPTO-GENERATED IMAGE | NO |
| LITERAL ELEMENT | BOY HOWDY! CREEM |
| *COLOR MARK | NO |
| *COLOR(S) CLAIMED (If applicable) | |
| *DESCRIPTION OF THE MARK (and Color Location, if applicable) | The mark consists of the wording "BOY HOWDY!" appearing in a speech balloon adjacent to a bottle with human features including arms, hands, legs, feet and a face set above the word "CREEM" in a unique stylized font. |
| PIXEL COUNT ACCEPTABLE | NO |
| PIXEL COUNT | 134 x 140 |
| REGISTER | Principal |
| APPLICANT INFORMATION | |
| *OWNER OF MARK | Jacob Kramer |
| *STREET | |

| | |
|--|--|
| *STREET | 4166 James River Road |
| *CITY | New Albany |
| *STATE (Required for U.S. applicants) | Ohio |
| *COUNTRY | United States |
| *ZIP/POSTAL CODE (Required for U.S. applicants only) | 43054 |
| PHONE | 917.442.8306 |
| EMAIL ADDRESS | jjkramer76@gmail.com |
| LEGAL ENTITY INFORMATION | |
| *TYPE | INDIVIDUAL |
| * COUNTRY OF CITIZENSHIP | United States |
| GOODS AND/OR SERVICES AND BASIS INFORMATION | |
| *INTERNATIONAL CLASS | 018 |
| *IDENTIFICATION | All-purpose carrying bags; Backpacks; Carry-all bags; Cosmetic bags sold empty; Pouches for holding make-up, keys and other personal items; Shoulder bags; Tote bags; Travel bags; Wristlet bags |
| *FILING BASIS | SECTION 1(b) |
| ADDITIONAL STATEMENTS SECTION | |
| *TRANSLATION (if applicable) | |
| *TRANSLITERATION (if applicable) | |
| *CLAIMED PRIOR REGISTRATION (if applicable) | |
| *CONSENT (NAME/ LIKENESS) (if applicable) | |
| *CONCURRENT USE CLAIM (if applicable) | |
| ATTORNEY INFORMATION | |
| NAME | Jacob Kramer |
| STREET | 4166 James River Road |
| CITY | New Albany |
| STATE | Ohio |
| | |

| | |
|---|-----------------------|
| COUNTRY | United States |
| ZIP/POSTAL CODE | 43054 |
| EMAIL ADDRESS | jjkramer76@gmail.com |
| AUTHORIZED TO COMMUNICATE VIA EMAIL | Yes |
| CORRESPONDENCE INFORMATION | |
| *NAME | Jacob Kramer |
| *STREET | 4166 James River Road |
| *CITY | New Albany |
| *STATE (Required for U.S. applicants) | Ohio |
| *COUNTRY | United States |
| *ZIP/POSTAL CODE | 43054 |
| *EMAIL ADDRESS | jjkramer76@gmail.com |
| *AUTHORIZED TO COMMUNICATE VIA EMAIL | Yes |
| FEE INFORMATION | |
| NUMBER OF CLASSES | 1 |
| FEE PER CLASS | 275 |
| *TOTAL FEE PAID | 275 |
| SIGNATURE INFORMATION | |
| * SIGNATURE | /Jacob Kramer/ |
| * SIGNATORY'S NAME | Jacob Kramer |
| * SIGNATORY'S POSITION | Owner |
| SIGNATORY'S PHONE NUMBER | 917.442.8306 |
| * DATE SIGNED | 06/07/2012 |

Trademark/Service Mark Application, Principal Register

TEAS Plus Application

Serial Number: 85645528

Filing Date: 06/07/2012

To the Commissioner for Trademarks:

MARK: BOY HOWDY! CREEM (stylized and/or with design, see [mark](#))

The literal element of the mark consists of BOY HOWDY! CREEM.

The applicant is not claiming color as a feature of the mark. The mark consists of the wording "BOY HOWDY!" appearing in a speech balloon adjacent to a bottle with human features including arms, hands, legs, feet and a face set above the word "CREEM" in a unique stylized font.

The applicant, Jacob Kramer, a citizen of United States, having an address of

4166 James River Road
New Albany, Ohio 43054
United States

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

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

International Class 018: All-purpose carrying bags; Backpacks; Carry-all bags; Cosmetic bags sold empty; Pouches for holding make-up, keys and other personal items; Shoulder bags; Tote bags; Travel bags; Wristlet bags

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

The applicant's current Attorney Information:

Jacob Kramer
4166 James River Road
New Albany, Ohio 43054
United States

The applicant's current Correspondence Information:

Jacob Kramer

4166 James River Road
New Albany, Ohio 43054
jjkramer76@gmail.com (authorized)

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

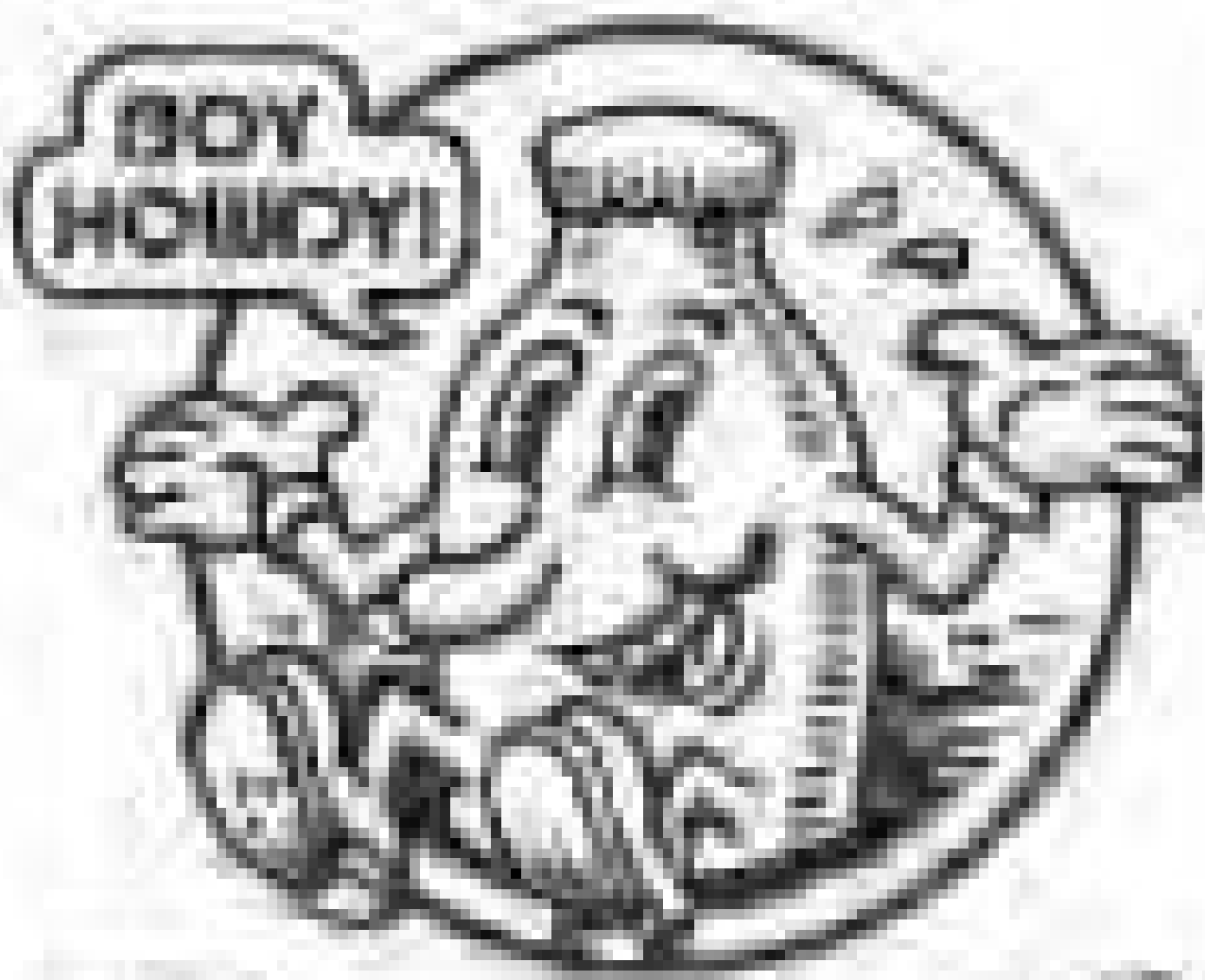
Declaration

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

Signature: /Jacob Kramer/ Date Signed: 06/07/2012
Signatory's Name: Jacob Kramer
Signatory's Position: Owner

RAM Sale Number: 11270
RAM Accounting Date: 06/07/2012

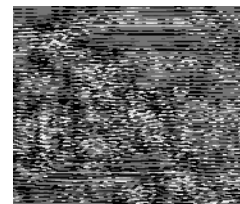
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TEAS Stamp: USPTO/FTK-65.210.129.209-201206071052020
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CHOCOLATE

Generated on: This page was generated by TSDR on 2013-08-05 09:59:44 EDT

Mark: BOY HOWDY!



US Serial Number: 77874768

Application Filing Date: Nov. 17, 2009

Register: Principal

Mark Type: Trademark

Status: A fifth request for extension of time to file a Statement of Use has been granted.

Status Date: Mar. 19, 2013

Publication Date: Jul. 27, 2010

Notice of Allowance Date: Sep. 21, 2010

Mark Information

Mark Literal Elements: BOY HOWDY!

Standard Character Claim: No

Mark Drawing Type: 3 - AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)/NUMBER(S)

Description of Mark: The mark consists of the wording "BOY HOWDY!" appearing in a speech balloon adjacent to a bottle with human features including arms, hands, legs, feet and a face.

Color(s) Claimed: Color is not claimed as a feature of the mark.

Design Search Code(s): 01.15.17 - Clouds, thought or speech; Balloons, thought or speech; Thought or speech clouds
01.15.18 - More than one drop including teardrops or raindrops; Raindrops (more than a single drop); Teardrops (more than a single drop); multiple drops (rain, tear, etc.)
02.01.34 - Other grotesque including men formed by plants or objects; Monsters (not robots)
02.09.04 - Kneeling, humans; Sitting, humans; Humans, including men, women and children, depicted sitting or kneeling
04.07.02 - Person formed by objects; Objects forming a person
19.09.03 - Jars with straight or vertical sides; Bottles, jars or flasks with straight, vertical sides; Flasks with straight or vertical sides
19.11.01 - Lids; Stoppers, bottle; Corks (bottle stoppers); Bottle caps; Caps, bottle
26.01.01 - Circles as carriers or as single line borders

Goods and Services

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

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

For: BELTS; BOTTOMS; COATS; DRESSES; FOOTWEAR; GLOVES; HEADWEAR; JACKETS; LEGGINGS; SCARVES; SLEEPWEAR; SWIMWEAR; TOPS; UNDERGARMENTS

International Class(es): 025 - Primary Class

U.S Class(es): 022, 039

Class Status: ACTIVE

Basis: 1(b)

Basis Information (Case Level)

Filed Use: No

Currently Use: No

Amended Use: No

Filed ITU: Yes

Currently ITU: Yes

Amended ITU: No

Filed 44D: No

Currently 44D: No

Amended 44D: No

Filed 44E: No

Currently 44E: No

Amended 44E: No

Filed 66A: No

Currently 66A: No

Filed No Basis: No

Currently No Basis: No

Current Owner(s) Information

Owner Name: Jacob J. Kramer

Owner Address: 4166 James River Road
New Albany, OHIO 43054
UNITED STATES

Attorney/Correspondence Information

Attorney of Record - None

Correspondent

Correspondent Name/Address: JACOB KRAMER
4166 JAMES RIVER ROAD
NEW ALBANY, OHIO 43054
UNITED STATES

Phone: 917.442.8306

Correspondent e-mail: ijkramer76@gmail.com

Correspondent e-mail Yes
Authorized:

Domestic Representative - Not Found

Prosecution History

| Date | Description | Proceeding Number |
|---------------|---|-------------------|
| Mar. 21, 2013 | NOTICE OF APPROVAL OF EXTENSION REQUEST E-MAILED | |
| Mar. 19, 2013 | EXTENSION 5 GRANTED | 98765 |
| Mar. 19, 2013 | EXTENSION 5 FILED | 98765 |
| Mar. 19, 2013 | TEAS EXTENSION RECEIVED | |
| Sep. 07, 2012 | NOTICE OF APPROVAL OF EXTENSION REQUEST E-MAILED | |
| Sep. 05, 2012 | EXTENSION 4 GRANTED | 98765 |
| Sep. 05, 2012 | EXTENSION 4 FILED | 98765 |
| Sep. 05, 2012 | TEAS EXTENSION RECEIVED | |
| Jun. 18, 2012 | APPLICANT/CORRESPONDENCE CHANGES (NON-RESPONSIVE) ENTERED | 88888 |
| Jun. 18, 2012 | TEAS CHANGE OF OWNER ADDRESS RECEIVED | |
| Jun. 07, 2012 | TEAS CHANGE OF CORRESPONDENCE RECEIVED | |
| Mar. 08, 2012 | NOTICE OF APPROVAL OF EXTENSION REQUEST E-MAILED | |
| Mar. 06, 2012 | EXTENSION 3 GRANTED | 98765 |
| Mar. 06, 2012 | EXTENSION 3 FILED | 98765 |
| Mar. 06, 2012 | TEAS EXTENSION RECEIVED | |
| Sep. 15, 2011 | NOTICE OF APPROVAL OF EXTENSION REQUEST E-MAILED | |
| Sep. 14, 2011 | EXTENSION 2 GRANTED | 66230 |
| Sep. 12, 2011 | EXTENSION 2 FILED | 66230 |
| Sep. 12, 2011 | TEAS EXTENSION RECEIVED | |
| Mar. 15, 2011 | NOTICE OF APPROVAL OF EXTENSION REQUEST E-MAILED | |
| Mar. 14, 2011 | EXTENSION 1 GRANTED | 66230 |
| Mar. 03, 2011 | EXTENSION 1 FILED | 66230 |
| Mar. 14, 2011 | CASE ASSIGNED TO INTENT TO USE PARALEGAL | 66230 |
| Mar. 03, 2011 | TEAS EXTENSION RECEIVED | |
| Sep. 21, 2010 | NOA E-MAILED - SOU REQUIRED FROM APPLICANT | |
| Jul. 27, 2010 | OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED | |
| Jul. 27, 2010 | PUBLISHED FOR OPPOSITION | |
| Jun. 22, 2010 | LAW OFFICE PUBLICATION REVIEW COMPLETED | 67287 |
| Jun. 22, 2010 | APPROVED FOR PUB - PRINCIPAL REGISTER | |
| Jun. 22, 2010 | EXAMINER'S AMENDMENT ENTERED | 88888 |
| Jun. 22, 2010 | NOTIFICATION OF EXAMINERS AMENDMENT E-MAILED | 6328 |
| Jun. 22, 2010 | EXAMINERS AMENDMENT E-MAILED | 6328 |
| Jun. 22, 2010 | EXAMINERS AMENDMENT -WRITTEN | 73708 |
| Jun. 22, 2010 | PREVIOUS ALLOWANCE COUNT WITHDRAWN | |
| Jun. 17, 2010 | ASSIGNED TO LIE | 67287 |

| | | |
|---------------|--|-------|
| Jun. 02, 2010 | APPROVED FOR PUB - PRINCIPAL REGISTER | |
| Jun. 01, 2010 | EXAMINER'S AMENDMENT ENTERED | 88888 |
| Jun. 01, 2010 | NOTIFICATION OF EXAMINERS AMENDMENT E-MAILED | 6328 |
| Jun. 01, 2010 | EXAMINERS AMENDMENT E-MAILED | 6328 |
| Jun. 01, 2010 | EXAMINERS AMENDMENT -WRITTEN | 73708 |
| Feb. 23, 2010 | NOTIFICATION OF NON-FINAL ACTION E-MAILED | 6325 |
| Feb. 23, 2010 | NON-FINAL ACTION E-MAILED | 6325 |
| Feb. 23, 2010 | NON-FINAL ACTION WRITTEN | 73708 |
| Feb. 23, 2010 | ASSIGNED TO EXAMINER | 73708 |
| Nov. 24, 2009 | NOTICE OF DESIGN SEARCH CODE MAILED | |
| Nov. 23, 2009 | NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM | |
| Nov. 20, 2009 | NEW APPLICATION ENTERED IN TRAM | |

TM Staff and Location Information

TM Staff Information

TM Attorney: MCMORROW, RONALD G

Law Office Assigned: LAW OFFICE 105

File Location

Current Location: INTENT TO USE SECTION

Date in Location: Mar. 14, 2011

Trademark/Service Mark Application, Principal Register

Serial Number: 77874768

Filing Date: 11/17/2009

The table below presents the data as entered.

| Input Field | Entered |
|---|---|
| SERIAL NUMBER | 77874768 |
| MARK INFORMATION | |
| *MARK | \\TICRS\EXPORT8\IMAGEOUT8\778\747\77874768\xml1\AP P0002.JPG |
| SPECIAL FORM | YES |
| USPTO-GENERATED IMAGE | NO |
| LITERAL ELEMENT | BOY HOWDY! |
| COLOR MARK | NO |
| *DESCRIPTION OF THE MARK (and Color Location, if applicable) | The mark consists of in part, of the words, BOY HOWDY!, and miscellaneous design. |
| PIXEL COUNT ACCEPTABLE | YES |
| PIXEL COUNT | 432 x 358 |
| REGISTER | Principal |
| APPLICANT INFORMATION | |
| *OWNER OF MARK | Jacob J. Kramer |
| *STREET | 768 S. 5th Street |
| *CITY | Columbus |
| *STATE (Required for U.S. applicants) | Ohio |
| *COUNTRY | United States |
| *ZIP/POSTAL CODE (Required for U.S. applicants only) | 43206 |
| LEGAL ENTITY INFORMATION | |
| TYPE | individual |
| COUNTRY OF CITIZENSHIP | United States |

| | |
|--|--|
| GOODS AND/OR SERVICES AND BASIS INFORMATION | |
| INTERNATIONAL CLASS | 025 |
| *IDENTIFICATION | BELTS; BOTTOMS; COATS; DRESSES; FOOTWEAR; GLOVES; HEADWEAR; JACKETS; LEGGINGS; SCARVES; SLEEPWEAR; SWIMWEAR; TOPS; UNDERGARMENTS |
| FILING BASIS | SECTION 1(b) |
| CORRESPONDENCE INFORMATION | |
| NAME | Jacob J. Kramer |
| STREET | 768 S. 5th Street |
| CITY | Columbus |
| STATE | Ohio |
| COUNTRY | United States |
| ZIP/POSTAL CODE | 43206 |
| EMAIL ADDRESS | jjkramer76@gmail.com |
| AUTHORIZED TO COMMUNICATE VIA EMAIL | Yes |
| FEE INFORMATION | |
| NUMBER OF CLASSES | 1 |
| FEE PER CLASS | 325 |
| *TOTAL FEE DUE | 325 |
| *TOTAL FEE PAID | 325 |
| SIGNATURE INFORMATION | |
| SIGNATURE | /Jacob Kramer/ |
| SIGNATORY'S NAME | Jacob Kramer |
| SIGNATORY'S POSITION | Owner |
| DATE SIGNED | 11/17/2009 |

Trademark/Service Mark Application, Principal Register

Serial Number: 77874768

Filing Date: 11/17/2009

To the Commissioner for Trademarks:

MARK: BOY HOWDY! (stylized and/or with design, see [mark](#))

The literal element of the mark consists of BOY HOWDY!.

The applicant is not claiming color as a feature of the mark. The mark consists of in part, of the words, BOY HOWDY!, and miscellaneous design.

The applicant, Jacob J. Kramer, a citizen of United States, having an address of

768 S. 5th Street

Columbus, Ohio 43206

United States

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

International Class 025: BELTS; BOTTOMS; COATS; DRESSES; FOOTWEAR; GLOVES; HEADWEAR; JACKETS; LEGGINGS; SCARVES; SLEEPWEAR; SWIMWEAR; TOPS; UNDERGARMENTS

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

The applicant's current Correspondence Information:

Jacob J. Kramer

768 S. 5th Street

Columbus, Ohio 43206

jjkramer76@gmail.com (authorized)

A fee payment in the amount of \$325 has been submitted with the application, representing payment for 1 class(es).

Declaration

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to

be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Signature: /Jacob Kramer/ Date Signed: 11/17/2009

Signatory's Name: Jacob Kramer

Signatory's Position: Owner

RAM Sale Number: 5642

RAM Accounting Date: 11/18/2009

Serial Number: 77874768

Internet Transmission Date: Tue Nov 17 18:25:49 EST 2009

TEAS Stamp: USPTO/BAS-65.210.129.209-200911171825498

15780-77874768-46091231c30fb49bf9fee442e

48bc8ed20-CC-5642-20091117181241327834





Exhibit G

**STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND**

T.A. RIGGS LICENSING, LLC,

Plaintiff,

v.

CREEM MEDIA, INC.,

Defendant.

Case No. 09-105304-CK
Hon. Martha Anderson

LAW OFFICES OF RICHARD R. SCARFONE, P.C.
By: Richard R. Scarfone (P25797)
Attorney for Plaintiff
18000 Mack Avenue
Grosse Pointe, Michigan 48230
(313) 881-6500

HERTZ SCHRAM, P.C.
By: Howard Hertz (P26653)
Jonathan D. Sweik (P59880)
Attorneys for Defendant
1760 S. Telegraph Road, Suite 300
Bloomfield Hills, Michigan 48302
(248) 335-5000

**ORDER APPOINTING RECEIVER,
AWARDING PLAINTIFF COSTS AND ATTORNEY FEES AND RELATED RELIEF**

At a session of court held in the
Courthouse in Pontiac, Michigan,
on MAR 21 2012

PRESENT HONORABLE: MARTHA D. ANDERSON

Martha Anderson, Circuit Court Judge

Plaintiff T.A. Riggs Licensing, LLC (RIGGS) obtained a Default Judgment in this Court against Defendant CREEM MEDIA, INC. (CMI) for Five Hundred Seventy Five and 00/100 (\$575,000.00) Dollars and the award of other property as set forth in the said Default Judgment Against Creem Media, Inc. dated November 12, 2010 (Default Judgment).

Thereafter, CMI attempted to have the entire case dismissed and the Default Judgment set aside. CMI was unsuccessful after full arguments were heard on the CMI Motion for Relief From Default Judgment And For Dismissal or Alternatively to Set Aside Default Judgment (CMI Motion). This Court confirmed its jurisdiction over the Defendant, upheld the Default Judgment

and dismissed CMI's Motion in its entirety on January 27, 2010 by entering an Order Confirming Jurisdiction Of This Court And Upholding The Default Judgment Dated November 12, 2010 Against Defendant Creem Media, Inc.

In accordance with the statutes and rules of the Court, RIGGS filed a Verified Motion For Proceedings And Orders Supplementary To Judgment, To Hold Defendant And Its Officers In Contempt Of Court And For Sanctions And Attorney Fees (the Verified Motion) in this matter and requested the appointment of a receiver, injunctive relief, creditor examinations of CMI and its officers , Jason Turner, Ken Kulpa and/or Robert Matheu, issuance of a notice to show cause hearing for contempt of court by CMI's officers, sanctions, indemnification, attorney fees and other relief.

Plaintiff's Verified Motion was originally scheduled to be heard on Wednesday, March 7, 2012 and CMI's officers/shareholders Jason Turner, Robert Matheu and Ken Kulpa were ordered to appear. Plaintiff's Verified Motion hearing was then adjourned to March 14, 2012 to give CMI officers/shareholders additional notice and time to appear. Prior to March 14, 2012, CMI's officer/shareholder, Ken Kulpa, met with Plaintiff's attorney and provided RIGGS with information sufficient to dismiss Ken Kulpa from these proceedings.

On March 14, 2012, CMI's officers/shareholders Jason Turner and Robert Matheu failed to appear pursuant to this Court's subpoena for creditor examinations and this Court's Order to Show Cause why they should not be held in contempt of court. On March 14, 2012, this Court entered its Order again requiring, inter alia, CMI and its officers/shareholders Jason Turner and Robert Matheu to personally appear in this Court on March 21, 2012.

CMI officers/shareholders Jason Turner and Robert Matheu have again failed to comply with this Court's Order to appear:

IT IS ORDERED:

A. Plaintiff's Verified Motion Granted

1. Plaintiff's Verified Motion is hereby granted to the extent set forth herein.

IT IS FURTHER ORDERED:

B. Receivership

1. Gary Leeman, CPA/ABV, C.F.F., C.M.C., c/o Gary Leeman CPA, P.C. is appointed receiver of Defendant CMI. The receiver shall have all the powers and rights necessary, incident to, and/or convenient, to inventory, seize, accept, transfer and/or assign all, or any part of, the right, title and/or interest of CMI and/or its shareholders, officers and/or directors, past or present, to any and all real, personal and intellectual property of CMI generally, and more particularly the CREEM BRANDS and CREEM COVERS described below in Section C (1) through (7) inclusive.

2. The receiver shall have all the powers and all rights to act in the place and stead of the Plaintiff RIGGS as licensee, and/or in any other capacity, in connection with any CREEM BRANDS and CREEM COVERS as described below in Section C (1) through (7) inclusive, purportedly owned or controlled by CMI or purportedly owned or controlled by any third party or officer or shareholder of CMI.

3. The receiver shall have all the powers and rights to seize and/or otherwise exercise absolute control of all real, personal and intellectual property, expressly including, all CREEM BRANDS and CREEM COVERS as described below in Section C (1) through (7) inclusive, held for the benefit of CMI, or titled to, or in the possession, custody or control of, any natural person and/or any "shell" or other entity or person whatsoever.

4. The receiver shall have all the powers and rights to recover any CREEM BRANDS and CREEM COVERS as described below in Section C (1) through (7) inclusive, fraudulently or otherwise assigned or transferred to any entity or person a) in contravention of the Exhibit 1 License Agreement Dated October 7, 2009 between Plaintiff and Defendant; b) in any attempt to avoid enforcement and/or satisfaction of the Default Judgment; or c) in any past, current, or future attempts to frustrate or impede the transfer to RIGGS of all rights, title and interest in CREEM BRANDS and CREEM COVERS defined in Section C (1) through (7) inclusive, of this Order

5. Defendant CMI and each of Defendant CMI's officers/shareholders, JASON TURNER AND ROBERT MATHEU must within seven (7) days from the date hereof turn over to the receiver all Defendant CMI's and each of their personal records relating to CMI assets including, but not limited to, all of the CREEM BRANDS and CREEM COVERS defined in Section C (1) through (7) inclusive, of this Order.

6. Any persons or entities who have, possess, control or have in their custody, assets or property belonging to CMI or any CREEM BRANDS or CREEM COVERS may not deliver such property to, or pay any money to, Defendant CMI or its officers/shareholders, unless expressly allowed by statute, court rule, or this Order. Any such persons or entities must immediately deliver all such assets and CREEM BRANDS or CREEM COVERS to the receiver. Any person or entity given notice by first class or certified mail of this Order who either claims not to hold any assets or CREEM BRANDS or CREEM COVERS of Defendant CMI or its officers, directors or shareholders or who question, deny or object to, Defendant CMI's or its officers', directors' or shareholders' interest in CREEM BRANDS or CREEM COVERS must file a written disclosure fully explaining any offsets, disputes, objections, contingencies,

evidence of inconsistent ownership or rights to use, CREEM BRANDS or CREEM COVERS with the receiver within six days of receipt of notice of this Order. A person or entity who fails to file a full disclosure may in such event may be held in contempt of court and be subject to the penalties of this Court. Service shall be considered mailing of notice of this Order and shall be accomplished and have an effective date the same as the date of placement of such notice in a United States Mail receptacle.

7. The receiver may proceed to liquidate the CMI assets and CREEM BRANDS and CREEM COVERS under this Order and apply the proceeds to Plaintiff's Default Judgment against Defendant, expressly provided however that, the receiver must immediately tender and deliver to Plaintiff RIGGS, (and not transfer, assign or sell) all CREEM BRANDS or CREEM COVERS which come into his possession, it being the intention of this Order to vest ownership of the CREEM BRANDS and CREEM COVERS in RIGGS unconditionally in satisfaction of the Default Judgment without prejudice to the money damages to be set off by same (acceptance of which CREEM BRANDS or CREEM COVERS in lieu of cash is all in the sole and absolute discretion of Plaintiff RIGGS). Receiver must report bi-weekly to Plaintiff ~~CMI~~ and its counsel and periodically to this Court and obtain a court order before disposing any assets (except those that are transferred directly to and accepted by RIGGS as above provided under this Order). Receiver must post a nominal bond of \$100.

8. Plaintiff's lead counsel, Richard R. Scarfone, P.C., is appointed attorney for the receiver. Receiver must continuously notify Plaintiff's lead counsel, Richard R. Scarfone, P.C. of any appraisals, offers to purchase assets, financial reports, auctions, investigations or other developments that materially affect CMI's assets and/or more specifically the CREEM BRANDS OR CREEM COVERS.

9. The parties may ask the court to hear any material matters on 48 hours' notice and may request further instruction on any areas of dispute or controversy by motion upon such notice.

IT IS FURTHER ORDERED:

C. Transfer of Known CMI Intangible Assets To Receiver and Injunction

1. All right, title and interest of CMI in the CREEM COVERS and each mark of the CREEM BRANDS, as those covers and brands and intellectual property are identified in the 2009 licensee agreement between the parties (attached hereto as **Exhibit 1**), is hereby assigned, conveyed and otherwise ordered transferred to Plaintiff RIGGS, said transfer including but not being limited to, the goodwill of the business associated with each mark of the CREEM BRANDS and the CREEM COVERS, any claim of CMI to the prior use by any predecessor-in-interest or officer, director or shareholder of CMI, of each mark of the CREEM BRANDS and the CREEM COVERS, the copyright interest of CMI in the CREEM BRANDS and the CREEM COVERS, and the right to bring suit for any past, present or future infringement of any of the CREEM BRANDS or CREEM COVERS;

2. All right, title and interest of CMI in any work(s) protected or protectable pursuant to the Copyright Act, 17 U.S.C. 101 et seq, is hereby assigned, conveyed and otherwise ordered transferred to Plaintiff RIGGS, including but not limited to, the copyright in any written publication(s) and the copyright in any electronic publication(s) (including any website (e.g., creemmagazine.com), Facebook, or Twitter account), and the right to bring suit for any past, present or future infringement in any such work(s);

3. All right, title and interest of CMI in any trademark(s) or service mark(s) is hereby assigned, conveyed and otherwise transferred to Plaintiff RIGGS, said transfer including but not being limited to, the goodwill of the business associated with each mark(s), any claim of CMI to the prior use by any predecessor-in-interest or officer, director or shareholder of CMI, of each mark(s), and the right to bring suit for any past, present or future infringement of any such mark(s);

4. All right, title and interest of CMI in electronic or social media accounts is hereby assigned, conveyed and otherwise transferred to Plaintiff RIGGS, said transfer including but not being limited to, any FaceBook account (e.g., the "Official Creem Magazine" (<http://www.facebook.com/#!/pages/Official-Creem-Magazine/135180786544412>)) and any Twitter account (e.g., <http://twitter.com/#!/creemmagazine>);

5. All right, title and interest to all physical and digital representations and artwork of all material related to both the CREEM BRANDS and the CREEM COVERS including the actual CREEM COVERS, all artwork, images, and designs and the CREEM name and all associated brands, trademarks, emblems, symbols, designs and logos is hereby assigned, conveyed and otherwise transferred to Plaintiff RIGGS;

6. CMI and its officers/shareholders JASON TURNER and ROBERT MATHEU are hereby permanently enjoined from all further advertising, promotion, sale, offering to sell, and use (in commerce or otherwise and including assisting the use by others) of the CREEM BRANDS and the CREEM COVERS;

7. All intangible, intellectual and other property described in this Section C (1) through (7) inclusive, may be, and is sometimes referred to in this Order collectively as CREEM BRANDS and/or the CREEM COVERS.

IT IS FURTHER ORDERED:

D. Attorney Fees, Accounting Fees and Costs

1. Plaintiff is awarded all its reasonable attorney fees, accounting fees and costs in connection with the enforcement and/or collection of this Court's Default Judgment against CMI, dated November 12, 2010. ~~As of the date of this Order, these attorney fees, accounting fees and costs are in the amount of \$ _____ and are to be paid forthwith by CMI and/or its officers/owners, JASON TURNER AND ROBERT MATHEU.~~

IT IS FURTHER ORDERED:

E. Indemnification of Plaintiff and Receiver as to Representations of CMI

~~1. CMI and its officers/shareholders, including JASON TURNER and ROBERT MATHEU, collectively ("Indemnifying Party") shall each indemnify and defend RIGGS and each of its predecessors, successors, members, officers, representatives, employees, attorneys, agents, assigns, including not by way of limitation, Todd Riggs, Joseph Perazza and James Wauldron and the receiver appointed in B1 above and any attorney, agent, accountant or other person or entity acting on their behalf (the "Indemnified Parties"), during any/or all attempts to collect the Default Judgment against CMI and/or in connection with the CREEM BRANDS and CREEM COVERS. CMI and its officers/shareholders, including JASON TURNER AND ROBERT MATHEU shall also hold the Indemnified Parties harmless from, against, for and in~~

respect of any and all actions, causes of action, suits, proceedings, claims, liabilities, losses, taxes, expenses and damages of any kind or character and all costs and expenses including, without limitation, reasonable attorneys' and experts' fees and expenses and all other investigation and litigation costs and expenses, interest, penalties and all expenses and costs associated therewith, which the Indemnified Parties may sustain or become liable for by reason of any claims threatened, asserted or brought, by any party, person or entity, against any one of, or all Indemnified Parties on account of or arising out of any inaccuracy in or breach of representations, warranties, covenants, or obligations set forth in the Exhibit 1 License Agreement or arising in any way out of the attempt to obtain, or the obtaining of, the CREEM BRANDS or CREEM COVERS or in connection with collecting the money damages awarded in the Default Judgment. These indemnification and defense obligations are conditioned upon (a) the Indemnified Parties giving reasonable prompt written notice of such claim or suit against and (b) the full cooperation and assistance of, without expense to, the Indemnified Parties, to the extent reasonably requested in connection with the defense of such claim or suit. The Indemnified Parties shall have the absolute right and discretion to undertake and conduct the defense (including, without limitation, the selection of counsel in their sole and absolute discretion which shall be paid by the Indemnifying Parties) and/or negotiation of any settlement of any such suit or claim, by the Indemnified Parties, without the requirement of consent or approval of any nature from the Indemnifying Parties.

IT IS FURTHER ORDERED:

F. Enforcement in Foreign Jurisdictions

1. Out of state counsel for RIGGS is hereby authorized to take any and all steps or actions necessary and/or incident to the enforcement of this Order against individuals and/or entities which are residents of states other than Michigan or over whom Michigan Courts do not have, and/or cannot obtain, or have not obtained, jurisdiction, including, not by way of limitation the taking of depositions, creditor examinations, filing and prosecution of complaints and/or other process, the purpose of which is to enforce this and subsequent or contemporaneous orders of this court as they may involve out of state individuals or entities and arrest warrants issued against non-Michigan residents whether for failure to appear, civil contempt of court or otherwise. It is the intention of this order to compel out of state residents to appear in this Michigan Court because, inter alia, they have failed previously to so appear after proper notice and adjourned dates. This order is effective as against all out of state residents to obtain compliance and it is anticipated that it will be given full faith and credit by all other states which may appropriately become involved in assisting in the enforcement of, and compliance with, this Order.


CIRCUIT COURT JUDGE

Dated: March __, 2012

EXHIBIT 1

LICENSE AGREEMENT

This License Agreement (this "License Agreement" or this "Agreement") is effective as of the 7th day of October, 2009 (the "Effective Date"), between T.A.RIGGS LICENSING, LLC, a Michigan limited liability company located at 29445 Beck Road, Suite A-106, Wixom, MI 48393 ("Licensor") and CREEM MEDIA, INC. a Nevada corporation located at 936 Southwood Blvd., Suite 201, Incline Village, NV 89451 with a mailing address of 15 Broad Street, Suite 830, NY, NY 10005 ("Licensee").

Recital:

Licensor is the owner of CREEM magazine and the owner of certain CREEM brands, trademark and logos and more fully defined below. Licensee desires to obtain from Licensor a license to manufacture and sell merchandise bearing the CREEM trademark and/or the front covers of CREEM Magazine and Licensee desires to license to Licensee the CREEM trademark and the CREEM front covers upon the terms and conditions contained in this Agreement.

Therefore the parties agree as follows:

1. **Exclusive Cover License.** Licensor grants to Licensee the exclusive (even as to Licensor), perpetual, worldwide (excluding China) right and license (with the right to sublicense) to utilize and reproduce the CREEM Covers (as defined below) on, and/or in connection with the sourcing, advertisement, production, sale, promotion and/or distribution of, merchandise of the nature of apparel but limited to t-shirts and wearables (hats, denims, shirts, jeans/pants, jackets) in any forum, including brick and mortar retail stores, on the internet and otherwise. The "CREEM Covers" means the covers (and all artwork, images and designs contained thereon) of all issues of CREEM magazine, whether now existing or subsequently coming into existence. The right and license granted in this Section 1 is referred to as the "Cover License." If merchandise is not produced and sold to retailers by April 1, 2010, then the above exclusive license shall convert to a non-exclusive license. Additional rights to merchandise would be available as an amendment to this License Agreement and under separate negotiations.

2. **Brand License.** Licensor grants to Licensee a non-exclusive (even as to Licensor), worldwide (excluding China) right and license (with the right to sublicense) to utilize and reproduce the CREEM name and all associated brands, trademarks, emblems, symbols, designs and logos (the "CREEM Brands") including the CREEM Brands set forth on Exhibit 1, attached, on, and/or in connection with the sourcing, advertisement, production, sale, promotion and/or distribution of, merchandise of wearable apparel (including t-shirts, sweatshirts, jerseys, tank tops and caps, hats), non-commercial promotional and/or novelty items (including key chains, purses, lighters and glassware) (the "Brand Products;" the Cover Products and the Brand Products are collectively referred to as the "Licensed Products") in any forum, including brick and mortar retail stores, on the internet and otherwise. The Cover License and the right and license granted in this Section 2 are collectively referred to as the "Licenses." Licensor agrees not to enter into a merchandising agreement for the above stated apparel if the terms and payments in Section 3 below are maintained. Licensee acknowledges that Licensor will maintain the right to sell, manufacture, and distribute its own merchandise with the CREEM Brands as direct to consumer, data collection, subscriber incentives, and for promotional purposes. CREEM Brands are defined as Boy Howdy!, the CREEM logo, Mr. Dreamwhip, and any other character associated with or developed to be associated with CREEM, excluding CREEM Magazine Covers.

3. **Term and Payment.** The Term of the Agreement (the "Term") shall run for a period of twenty-seven (27) months from and after the effective date of the Agreement. Licensee shall have three (3) separate and successive options to extend the Term, for additional periods of two (2) years each, which options may be exercised if Licensor has received an minimum of \$500,000. per year in Royalties

for payments in lieu of Royalties that Licensee may elect to make). Notwithstanding any other section, Licensee shall make a payment to Licensor, either as a royalty or advance of annual commitments set forth, in the amount of \$25,000 due no later than 10 actual days after the delivery of digital artwork containing seven (7) Creem Magazine Covers and three (3) Creem Brand artwork (hereafter "Artwork") and \$25,000 due no later than 30 actual days after said artwork is delivered. If Licensee fails to make payment then all rights and license referenced in Paragraph 1 expire on November 15, 2009. If Licensee does not manufacture and/or sell above referenced merchandise to retailers by April 1st, 2010, then the License Agreement reverts to a non-exclusive license. Licensee guarantees Licensor a minimum annual payment of \$500,000 for the initial term plus a successive term. The annual guarantee for each subsequent successive term shall decrease by the same percentage as annual gross sales, if royalties due to Licensor fall below \$500,000. In no event shall the annual minimum guarantee be less than \$150,000. If full payments are not made in accordance with this License Agreement, then the license expires 30 days after each payment is due. For clarity, the termination shall apply if annual minimum payment is not received within 12 months of the execution of the License Agreement. If the Term is not extended, Licensee shall have the right of first refusal to maintain all or any portion of the License after the expiration of the Term on the same terms as are offered or made available to any third parties.

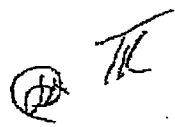
4. **Upon Termination.** Within thirty (30) days after termination or expiration of this Agreement, Licensee shall provide Licensor with a complete listing of all Licensed Products on hand or on order from third party manufacturers, as well as the anticipated delivery date(s) thereof. Licensee shall have six (6) months from the date of termination or expiration of this Agreement in which to have sell off all such Licensed Products without further obligation to Licensor.

5. **Royalties/Sales.** Licensee shall pay royalties (the "Royalties") to Licensor at the rate of Twenty Percent (20%) of Gross Sales (as defined below) of Cover Products and CREEM Branded products for the first term of 27 months, Seventeen Percent (17%) for the first successive term of 2 years as stated in Section 3, and Fifteen (15%) for all successive terms thereafter. Royalties shall be paid quarterly, within fifteen (15) business days after the end of each quarter during the Term on payments received from the sales. Each Royalty payment shall be accompanied by a Royalty report in format and detail reasonably acceptable to Licensor, which information shall be subject to reasonable audit and verification by Licensor. Licensor further shall have the right to reasonably approve Licensed Products for quality and content in advance of their distribution. Licensor shall use its commercially reasonable best efforts to support and assist in the marketing and sales of the Licensed Products, including but not limited to providing a link to Licensee's web site on Licensor's web site, providing complimentary ad space in Licensor's magazine, and providing free introductory magazine offers with the purchase of Licensed Products. "Gross Sales" means the gross amounts collected from sales of Licensed Products (excluding and/or deducting sales or other taxes, shipping, and product returns).

6. **Quality.** Licensee acknowledge that Licensor maintains high standards for the goods and services offered and sold in connection with the CREEM Brands and the CREEM Covers and Licensee agrees to maintain the quality of the CREEM Brands and the CREEM Covers in connection with the Licensed Products. Licensee agrees not to use manufacturing facilities, which use child labor to produce merchandise with the CREEM Brand on it.

7. **Ownership and Rights.**

A. **Ownership.** Licensor at its own expense will, insofar as possible, as necessary to Licensee's exploitation of the license granted herein or as reasonably requested by Licensee, register, maintain and/or renew the CREEM Brands in connection with the Licensed Products. Licensor represents, warrants and covenants that it owns and/or holds all rights, title and interest in and to the CREEM Covers and the CREEM Brands (including but not limited to the right to grant the Licenses);



that the Licensee's utilization and reproduction of the CREEM Covers and the CREEM Brands pursuant to the Licenses do not, and will not violate or infringe upon any rights of any third parties (including but not limited to any and all persons depicted in, or who may have designed or prepared, any of the CREEM Covers); and that no consents or authorizations are required from any third parties in order for Licensee to utilize and reproduce the CREEM Covers and the CREEM Brands pursuant to the Licenses.

B. Licensee. Licensee represents, warrants and covenants that it does not hold or claim any rights of ownership in or to the CREEM Covers and the CREEM Brands; that Licensee is not acquiring any rights of ownership in or to the CREEM Covers and the CREEM Brands pursuant to the Licenses; and that Licensee may only utilize and reproduce the CREEM Covers and the CREEM Brands pursuant to, and in accordance with the terms of, the Licenses.

C. Mutual Indemnification. Licensor and Licensee (an "Indemnifying Party") shall each indemnify and defend the other and each of its respective predecessors, successors, directors, members, officers, representatives, employees, attorneys, agents, assigns, and other persons acting for or on behalf of such party (the "Indemnified Parties"), both during the Term of this Agreement and following its expiration or termination, and hold the Indemnified Parties harmless from, against, for and in respect of any and all actions, causes of action, suits, proceedings, claims, liabilities, losses, taxes, expenses, and damages of any kind or character and all costs and expenses (including, without limitation, reasonable attorneys' and experts' fees and expenses and all other investigation and litigation costs and expenses, interest, penalties and all expenses and costs associated therewith), which the Indemnified Parties may sustain or become liable for by reason of any claims brought by any party against them or Licensor on account of arising any inaccuracy in or breach of such party's representations, warranties, covenants, or obligations set forth in this Agreement. This indemnification and defense obligations is expressly conditioned upon (a) the Indemnified Parties giving prompt written notice of such claim or suit against them after assertion thereof and (b) the full cooperation and assistance of the Indemnified Parties, to the extent reasonably requested in connection with the defense of such claim or suit. The Indemnifying Party shall have the right, at its own expense, to undertake and conduct the defense (including, without limitation, the selection of counsel) and/or negotiation of any settlement of any such suit or claim; provided, however, that the Indemnifying Party may not offer a proposed settlement of any claim or settle any claim without the prior written consent of the Indemnified Parties (which will not be unreasonably withheld). Further, the Indemnified Parties (at their cost) may participate in the defense and settlement of the Claim.

8. Notices. All notices, statements and payments hereunder to a party shall be sent to the address for such party set forth in the first paragraph of this License Agreement, or such other address as such party may hereafter designate by notice to the other party. All notices sent under this License Agreement must be in writing to be effective, and, except for statements and payments (which may be sent via regular or electronic mail), must be sent in one of the forms specified in clauses (i), (ii) or (iii), of the following sentence. Notices shall be deemed to have been duly given or made (i) on the date delivered in person, (ii) on the date indicated on the return receipt if mailed postage prepaid, by certified or registered U.S. Mail with return receipt requested, or (iii) if sent by Federal Express, U.P.S. Next Day Air or other nationally recognized overnight carrier service or overnight express U.S. Mail, with service charges or postage prepaid, in time for and specifying next day delivery, then on the next business day after delivery to the carrier service or U.S. Mail.

9. Governing Law and Jurisdiction. THIS AGREEMENT HAS BEEN ENTERED INTO IN THE STATE OF MICHIGAN. ITS VALIDITY, CONSTRUCTION, INTERPRETATION AND LEGAL EFFECT WILL BE GOVERNED BY THE LAWS OF THE STATE OF MICHIGAN APPLICABLE TO CONTRACTS ENTERED INTO AND PERFORMED ENTIRELY WITHIN THE STATE OF MICHIGAN (WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES

① 7

UNDER MICHIGAN LAW). ALL CLAIMS, DISPUTES OR DISAGREEMENTS WHICH MAY ARISE OUT OF THE INTERPRETATION, PERFORMANCE OR BREACH OF THIS AGREEMENT WILL BE SUBMITTED EXCLUSIVELY TO THE JURISDICTION AND VENUE OF THE COURTS OF MICHIGAN LOCATED IN THE CITY OF MICHIGAN, MICHIGAN COUNTY, OR THE FEDERAL DISTRICT COURTS LOCATED IN THE SUCH CITY OF SUCH COUNTY (AND THE APPLICABLE STATE AND FEDERAL APPELLATE COURTS).

10. Construction. Final Agreement. All references to "this Agreement," "this License Agreement," "hereof," "herein" and words of similar connotation include all schedules and exhibits attached hereto, unless specified otherwise. This Agreement is intended by the parties hereto as a final expression of their understanding and agreement with respect to the subject matter hereof and as a complete and exclusive statement of the terms thereof. This Agreement supersedes any and all prior and contemporaneous negotiations, understandings and agreements between the parties hereto with respect to the subject matter hereof. Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any provisions of this Agreement and any statute, law, ordinance, order or regulation contrary to which the parties hereto have no legal right to contract, such statute, law, ordinance, order or regulation shall prevail; provided, that, in such event, (i) the provision of this Agreement so affected shall be limited only to the extent necessary to permit the compliance with such minimum legal requirements, (ii) no other provisions of this Agreement shall be affected thereby, and (iii) all such other provisions shall remain in full force and effect. Whenever examples are used in this Agreement with the words "including," "for example," "e.g.," "such as," "etc." or any derivation thereof, such examples are intended to be illustrative and not in limitation thereof. The Section headings herein are used solely for convenience and shall not be used in the interpretation or construction of this Agreement and references to a "Section" refer only to the indicated Section of this Agreement. Except as expressly provided for herein, all remedies, rights, obligations and agreements contained in this License Agreement are cumulative and none of them shall limit any other remedies, rights, obligations or agreements under this License Agreement or otherwise.

11. Modification and Waiver; Cumulative Rights. This Agreement cannot be canceled, modified, amended or waived, in part or in full, in any manner except by an instrument in writing signed by both parties. No waiver by either party hereto, whether express or implied, of any provision of this Agreement or default hereunder shall affect such party's right thereafter to enforce such provision or to exercise the right or remedy set forth in this Agreement in the event of any other default, whether or not similar.

12. Independent Contractor Status. The relationship between Licensor and Licensee hereunder shall at all times be that of independent contractors, and nothing contained herein shall render or constitute Licensor and Licensee joint ventures, partners, or agents of each other. Except as otherwise provided in this Agreement, this Agreement is made for the sole benefit and protection of the parties hereto and not for the benefit of any third party.

13. Assignment. This License Agreement may not be assigned by either party without the prior written consent of the other party. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed an original, and all of such counterparts will together constitute one and the same agreement. Signatures transmitted by facsimile or other electronic means (including e-mail) shall be deemed an original.

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15. Survival. Any provisions of this Agreement that by their intent survive the termination of this Agreement, including Sections V, VI, VII, VIII, IX, X, XI, XII, XIII and XIV, shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, Licensor and Licensee have each caused this Agreement to be executed by its respective duly authorized representative as of the Effective Date.

CREEM MEDIA INC

By: Jason Turner

Its: Chairman

A uthorized Representatives

Dated: October 2, 2009

T.A. RIGGS LICENSING LLC

By: Todd A. Riggs

Its: FOUNDER

A uthorized Representatives

Dated: October 2, 2009

TL

Exhibit H

THE OFFICIAL CREEM - AMERICA'S ONLY ROCK 'N ROLL MAGAZINE AND PRODUCTS!

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MENS - CREEM & BOY HOWDY PRODUCT CATEGORIES

MENS T-SHIRT'S MENS TANK TOPS MENS V-NECKS MENS LONG SLEEVE T'S

LADIES - CREEM & BOY HOWDY PRODUCT CATEGORIES

LADIES T-SHIRT'S LADIES TANK TOPS LADIES V-NECKS LADIES LONG SLEEVE T'S

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Creem & Boy Howdy V-Neck \$19.95
Creem & Boy Howdy Long Sleeve T-Shirt \$19.95
Ladies \$49.95

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View Cool Hooded Sweatshirt
View Creem Canvas & 2H
View Full Zip Hoodies
View Hooded Sweatshirt
View Long Sleeve T-Shirt
View T-Shirt
View Tank Top
View T-Shirt Design
View V-Neck Shirt

LADIES CREEM & BOY

View Creem Canvas & 2H
View Fashion Hoodies
View Full Zip Hoodies
View Long Sleeve T-Shirt
View \$49.95
View T-Shirt
View Tank Top
View V-Neck Shirt

55%