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Filing date: **05/18/2009**

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

Proceeding	92045795
Party	Defendant Tony Maiden
Correspondence Address	Clyde M. Hettrick HettrickLaw, P.C. 1801 Century Park East, 24th Floor Los Angeles, CA 90067 UNITED STATES hettrickc@dicksteinshapiro.com
Submission	Testimony For Defendant
Filer's Name	clyde hettrick
Filer's e-mail	chettrick@hettricklaw.com
Signature	/clyde hettrick/
Date	05/18/2009
Attachments	Maiden Sumission of Testimony and Evidence.pdf (4 pages)(418070 bytes) 090518-1 Murphy decl.pdf (34 pages)(10071999 bytes) 090518-2 TMaiden.pdf (10 pages)(1878044 bytes) 090518-3 MMaiden.pdf (42 pages)(6744408 bytes) 090518-4 Chaka Khan.pdf (2 pages)(1087340 bytes) 090518-5 Holland.pdf (4 pages)(1310587 bytes) 090518-6 Hodosh.pdf (4 pages)(1288435 bytes) 090518-7 Monoco.pdf (7 pages)(1918811 bytes) 090518-8a Hettrick pt 1.pdf (64 pages)(7005983 bytes) 090518-8b hettrick pt 2.pdf (48 pages)(9644715 bytes)

1 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
2 BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD
3

4 In the matter of Trademark and Service Mark Registration
5 2,885,485 for the mark "RUFUS", registered on September 21, 2004
6

7 Andre Fischer, an individual,
8 and Bobby Jan Watson, an individual,

9 Petitioners,

10 vs.

11 Tony Maiden, an individual,

12 Registrant.
13

Cancellation No.: 92045795

PETITIONER TONY MAIDEN
SUBMISSION OF TESTIMONY
AND DOCUMENTARY
EVIDENCE

14 COMMISSIONER FOR TRADEMARKS

15 P.O. BOX 1451

16 Alexandria, Virginia 22313-1451
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1 **REGISTRANT TONY MAIDEN'S OFFER OF EVIDENCE AND TESTIMONY**

2
3 Petitioner Tony Maiden hereby submits the evidence and testimony in support
4 of his right to Trademark Registration No. 2,885,485 for the musical band name
5 "Rufus" for recordings and live performances. Maiden submits this evidence and
6 testimony out of an abundance of caution to support his right to the trademark. There
7 should be no need for further proceedings regarding this matter, however, given
8 Petitioners' failure to prosecute their Petition, as set forth in detail in Maiden's Motion
9 to Dismiss contemporaneously filed with this submission. The evidence and
10 testimony attached hereto are cited for support in the Motion to Dismiss.

11 The following items listed in the first column below are being offered in
12 support of Maiden's trademark rights, with the first Bates Number of each item listed
13 in the second column below all with the prefix "MAIDEN-00000":
14

15 <u>DECLARATIONS</u>	16 <u>PAGE NO.</u>
17 Kevin Murphy	000001
18 (Founding and Continuing Member of Rufus)	
19 Tony Maiden	000035
20 (Registrant and Creative Leader of Band)	
21 Michelle Maiden	000045
22 (Band Manager; Wife of Tony Maiden)	
23 Chaka Khan	000087
24 (Former Lead Singer, and Frequent Collaborator)	
25 Richard Holland	000089
26 (Former Husband of Chaka Khan)	
27 Mark Hodosh	000093
28 (Former Assistant Manager of Band)	

1 Robert Monoco

2 (Former Manager of Band, Record Label Executive)

000097

3 Clyde M. Hettrick

000104

4 (Counsel)

5 DATED: May 18, 2009

Respectfully submitted,

6 Tony Maiden, an individual,

7
8 By: 

9 Clyde M. Hettrick
10 Attorneys for Registrant
11 HettrickLaw, P.C.
12 1801 Century Park East Suite 2400
13 Los Angeles CA 90067
14 310.491.7950 fax and phone
15 chettrick@hettricklaw.com
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1 **CERTIFICATE OF ELECTRONIC FILING AND SERVICE ON**
2 **PETITIONERS BY MAILING**

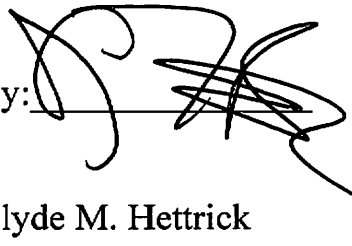
3 I hereby certify that this Submission of Testimony and Evidence was
4 electronically filed with the T.T.A.B. via its electronic filing facility, and that a copy
5 of this Submission was served via First Class Mail, on Petitioners as follows:
6

7 Mr. Andre Fischer
8 13754 Erwin Street
9 Valley Glen, CA 91401
10

11 Mr. Andre Fischer
12 McNally Smith College of Music
13 19 Exchange Street East
14 Saint Paul, MN 55101
15

16 Mr. Bobby Jan Watson
17 1148 West 2nd Street
18 San Pedro, CA 90731
19
20

21 Dated: May 18, 2009

22 By: 
23
24

25 Clyde M. Hettrick
26 Attorneys for Registrant Tony Maiden
27
28

DECL. KEVIN MURPHY

DECLARATION OF KEVIN MURPHY

I, KEVIN MURPHY, declare as follows:

1. I have personal knowledge of the facts and matters stated herein and could and would competently testify thereto if called as a witness.

2. I have read PETITION FOR CANCELLATION filed by Andre Fisher and Bobby Jan Watson on May 10, 2006 with the United States Patent and Trademark office, regarding the Registered Trademark No. 2,885,485 for service mark "Rufus" granted to TONY MAIDEN on September 21, 2004, 75136806. To follow is my declaration to correct the misstatements Andre Fisher and Bobby Watson have claimed in their PETITION.

3. I am the founding member of the band known as Rufus. I formed the band in 1969, following my departure from the band American Breed. I first trademarked the name "Rufus" shortly thereafter. The trademark was issued in my name only. Rufus was not a successor to the band American Breed, I quit American Breed and was joined by others who quit American Breed after I formed the band that would be name Rufus.

4. The band at the time of its original formation, in addition to me, included Dennis Belfield, Al Ciner, Leo Grazinano, Paulette McWilliams, and Ron Stockert. We recorded one record but it was never released.

5. In or about early 1972, band member and lead singer Paulette McWilliams, wanted to pursue a solo career. At that time Paulette's best friend Yvetta Stevens pka "Chaka Khan" would accompany Paulette to our shows around Chicago. Paulette told Chaka of her plans to leave she suggested to me that Chaka should be her replacement. After I heard Chaka sing, I made the band's lead singer. Chaka could not only sing she went on to record 11 albums with Rufus over the years. Paulette is the reason Chaka Khan joined Rufus, and I as the leader of the band with that exclusive power made her the band's lead singer.

6. Chaka hung out with the band way before she joined Rufus. Contrary to the statements made in the Petition, Andre Fisher was not in Rufus at that time. Andre did not find, scout or recruit Chaka and couldn't have because Chaka joined the band before Andre. Indeed, I did even not know who Andre Fisher was when Chaka was put in the band by me.

1 7. After Chaka joined Rufus in 1972, the drummer Leo Grazinano left and Andre Fisher
2 replaced him as the drummer. In October 1972, Rufus entered into a recording agreement with ABC
3 Records. The band members were Chaka Khan, (lead vocals) Kevin Murphy (founding member-
4 keyboards), Al Ciner (guitar), Dennis Belfield (bass guitar), Ron Stockert (keyboards vocals), and
5 Fischer. These members recorded albums "Rufus" and "Rags To Rufus" within a 14 months period.
6 Prior to second album "Rags To Rufus" was released, in 1973 Al Ciner, Dennis Belfield and Ron
7 Stockert quit the group. Tony Maiden (lead vocals-guitar) and Bobby Watson (bass guitar) replaced
8 members Ciner and Belfield.

9 8. In 1973, the United States had a gas shortage, vinyl products were also in short supply. ABC
10 held the release of our second album until 1974. For that reason, Tony Maiden and Bobby Watson
11 were part of the entire Rags to Rufus tour. At that point the group was me, Chaka Khan, Andre
12 Fisher, Tony Maiden, and Bobby Watson. As described in greater detail of this declaration, Andre
13 Fisher was fired from Rufus in the latter part of 1975 although Andre Fisher is included in the new
14 agreement between ABC Records and Rufus signed December 31, 1975 it's dated January 1st 1976
15 SEE EXHIBIT C.

16 9. Shortly prior to the signing of December 31, 1975 agreement, Andre was fired from the band.
17 It was too late to remove him from the new recording contract that had just been drafted, but as set
18 forth in a copy of the agreement attached here, SEE EXHIBIT C, a leaving member was not entitled
19 to use the name Rufus, or even to refer to themselves as "formerly of Rufus." All band members,
20 including Andre, were well aware of the limitations on their right to use the name after they left the
21 band. Andre never recorded with us again and did not perform with us. If he lived up to his contract
22 with ABC, he would never try to use the name Rufus. We had Andre sign the contract to officially
23 cutoff his right to use the name Rufus since he had already been fired.

24 10. Andre was fired for these specific reasons. We were well into recording our fifth album
25 titled "Ask Rufus" at Kendon Recording Studios in Los Angeles, when Andre attacked Chaka's
26 husband Richard.

27 11. I was in the lounge when I heard loud cries and screaming coming from the bathroom. As I
28 rushed to see what was happening, Andre and Richard came out of the bathroom with Andre

1 mauling Richard.. Richard was trying desperately to get away from Andre who was 6'2", 350
2 pounds. Andre was still punching Richard, now nearly in the recording studio where Chaka was
3 listening to a play back of a song that Richard had written for the record. Chaka had heard the same
4 screams and came to the door to see what was going on only to find Andre beating Richard. She
5 panicked and reached for a bottle to hit Andre with trying to get him off Richard.

6 12. Andre's assault was horrible and shocking. Everyone was so upset . Richard was very badly
7 injured. Andre was like a wild animal.

8 13. After the attack Chaka was tired of Andre's abuse. She had actually been slugged by Andre
9 when she was pregnant in an earlier violent outburst by Andre. He had attacked many other times as
10 well. Chaka declared that she was going to leave the band if Andre was not fired.

11 14. All band members except Andre met to deal with him. We were all in agreement that Andre
12 was dangerous and had to go. From the very beginning, Andre always had issues. He was a large
13 part of the reason the other band members quit and that was not the first time Andre had a violent
14 outbursts.

15 15. I now look back thinking how Chaka must have felt. I have always tried to keep the peace
16 and go with the flow, but this was the final straw. In the early years, we were young and didn't want
17 to cause waves and get dropped from our record label so we kept Andre's outburst to ourselves and
18 put up with it. However, by the time he attacked Richard Holland, Chaka had a great deal of
19 importance to the band, and we had confidence that the label would support us, which it did. The
20 label backed our decision to fire Andre totally.

21 16. Following his dismissal from the band, Andre never performed with the band or acted in any
22 capacity as a member of the band. It was well known to the public that he was no longer a part of the
23 band. I, as the principal spokesperson for the band, gave many public interviews that explained why
24 he was fired and it is public record what had happened.

25 17. Andre and Bobby also incorrectly claim they co managed and/or co produced or produced
26 Rufus albums. On the 13 records that Rufus has recorded with or without Andre, he has never
27 received credit as anything other than a member of Rufus. Andre never had the responsibility of
28 hiring or firing anyone. He was not a manager. He was not a producer. This is confirmed by every

1 record album cover.

2 18. Andre and Bobby's claim that Charles Colbert is our adviser / manager is also false. Charles
3 Colbert played with the band for a very short period only when the band. He was never on any
4 contacts or recording of Rufus or Rufus featuring CHAKA KHAN. Colbert was not our adviser, nor
5 did he ever manage Rufus. He did not negotiate anything on behalf Rufus or any member of Rufus.
6 Colbert had no authority to hire or firer anyone..

7 19. From the moment Tony Maiden joined Rufus, he was a key member. Tony was never a
8 sideman as Andrea and Bobby state in their Petition.. Tony signed onto the group and was given
9 equal rights to the 1972 agreement. The April 1st 1974 agreement in which Tony was granted full
10 band rights is reflected by the listing of contracts found in a later contract attached hereto as Exhibit
11 A.

12 20. Tony Maiden is a critical member of Rufus and has been since he joined the band. Unlike
13 the other member he is not replaceable.

14 21. Following his joining of the band in 1972, Tony Maiden has remained with the band along
15 with me so that we are the two band members at this time. As time has gone on, Tony Maiden has a
16 central role in the band's creative endeavors, and he has played a key role in its business affairs. I
17 look to Tony as my bandmate and close, personal friend who I trust, respect and admire.

18 22. Tony Maiden brought to the band the legendary sound that music wise has made our songs
19 standards in music history. When Tony joined Rufus, we were not really writing our own songs. In
20 the beginning, we did more covers. Although "Tell Me Something Good" was our first hit, it was
21 written for us by Stevie Wonder. We really did not have our own sound. Tony brought a unique
22 sound to the band. In fact, he had written many songs prior to joining the band and one of them gave
23 us our next big hit, "Once You Get Started."

24 23. Tony wrote many of the band's hit songs thereafter, such as "At Midnight," "Sweet Thing,"
25 and "Dance with Me," and "Pac My Bags." Tony and Chaka were a writing team. They brought the
26 best out in each other on and off stage. Many of the songs that Chaka and Tony wrote spent many
27 weeks on the Pop chart, and many more weeks on the R&B chart. The albums on which they
28 appeared were major sellers, spending weeks and often months on the charts.

1 24. Tony brought a new dimension creatively to the band. He has co-written or written more
2 songs by far that the band has recorded than any other band member or any other contributor. On
3 those recordings, he has provided lead vocals (often along with Chaka). His legendary guitar is as
4 much a part of our music as Chaka amazing vocal ability that is the sound of Rufus and CHAKA
5 KHAN. I look to Tony as the future of our music and without him there can be no Rufus.

6 25. Tony was deemed a "critical member" to the band by the record label. The label insisted he
7 had to be among the band members performing on the recordings. This remains true today. The
8 label also insisted that I place Tony on the trademark to which he was added in 1977.

9 26. Among his many creative and business contributions to the band, Tony Maiden
10 recommended that the band retain professional management. At his recommendation, the band
11 retained Robert Ellis in 1973 as its manager.

12 27. Rufus was managed by Robert Ellis until April 1976. Management of the band then moved
13 to Fitzgerald & Hartely, which managed the band until 1984. From 1986 until 2000, Tony and his
14 wife Mitchaelle Maiden managed the affairs of the band. Tony and Kevin directed Mitchaelle to
15 conduct the affairs manage the affairs of the band. In 2000, Mitchaelle Maiden Management
16 formally became the management company for the band. (A copy of the management agreement
17 with Mitchaelle is attached hereto as Exhibit B, including the signature of Bobby Watson.) But even
18 before 2000, Mitchaelle had been effectively managing the band playing key roles in reviving the
19 Rufus trademark, and obtaining additional income from record labels by reviewing contracts and
20 accounting records. She negotiated appearances for Rufus that took place from 1986 onward.

21 28. As the founding member of the band, I have never left the band. Furthermore, consistently I
22 have been the spokesperson for the band to tell the band's "story.". Invariably, I was the person who
23 spoke to the press or media about the band and its history. I may have been joined in this effort
24 often by Tony Maiden and Chaka Khan, as the key creative members. It was only infrequently that
25 Andre Fisher while he was a member of the band or Bobby Watson while he was a member of the
26 band would speak to the press. The press insisted upon speaking with Tony and Chaka, but never
27 sought the same about either Bobby or Andre.

28 29. I obtained the first Rufus trademark in 1972, which was held only by me. The record label

1 insisted that Tony be included on the trademark. It was because of Tony's key involvement in the
2 band that I decided to include him in the second iteration of the Rufus trademark in 1977. It was
3 only at the request of Tony that I also agreed to include Bobby Watson on the second iteration of the
4 trademark. To me, inclusion of Tony on the trademark was an obvious and necessary step at that
5 point given the insistence of the record label. Tony's had become so critical to the band that, with
6 respect to recording labels, they required that Tony had to be a member of the band before they
7 would participate in any recording endeavor with the band. That view of the band as requiring Tony
8 Maiden as a critical member remains true today. He is considered a necessary party to the band
9 when we discuss appearances or recording.

10 30. When it became time to pursue a third version of the trademark starting in 1996, I agreed that
11 it should be pursued directly by Tony with a parallel agreement signed between the two of us in
12 which I would participate in the ownership of the trademark. We did not include Bobby Watson in
13 this endeavor, because at that it was begun Bobby had moved to Japan and expressed no interest in
14 continuing with Rufus. The prior version of trademark had been cancelled as having been
15 abandoned. Following 2002, Bobby would not be included on any trademark anyway because he
16 was dismissed from the band at that point. Bobby never even expressed any interest in the mark
17 until after he was discharged from the band.

18 31. In or about 1977, while still a member of Rufus, Chaka started to perform and record as a
19 solo act as well. As a result, we amended our recording contract to recognize that she was going to
20 have a solo career in addition to being a member of the Rufus.

21 32. Chaka left the band in 1980. She did record with the band a reunion album, "Live at the
22 Savoy." This album produced the hit, Grammy winning "Ain't Nobody."

23 33. Even though she had left the band, Chaka has consistently continued to perform along with
24 the band. For example, Chaka with the band, comprised of Rufus (Tony Maiden), performed at the
25 Los Angeles Coliseum in 1996. Chaka also appeared with the Rufus (Tony and me) at the
26 Experience Museum in 1999. And, Chaka went on tour with band in 2001 as part of a reunion tour
27 along with Earth Wind & Fire. Even now, the band is discussing joint projects and recording
28 ventures with Chaka. The combination of Rufus and Chaka Khan is extremely marketable and well-

1 established.

2 34. Chaka remains close to Tony Maiden and his wife. She deals with them regarding possible
3 projects. Tony has performed with her when she was appearing solo, and supplied her with music.
4 On the other hand, Chaka will have nothing to do with Andre Fischer.

5 35. Following Chaka's departure, the band recorded only one other record. For the next couple
6 of years not much was done. While we continued to sell albums, we did not perform or record
7 anything new. Bobby had moved to Japan, another member had gone on to produce music, and I
8 had started my own record label.

9 36. The second iteration of the Rufus trademark was cancelled in 1986, apparently because
10 nobody did anything to keep it alive. The band also had earlier incorporated an entity called Rufus,
11 Inc., but that corporation was abandoned and ceased to exist again because nothing was done to keep
12 it alive. Fischer was not a member when the band incorporated.

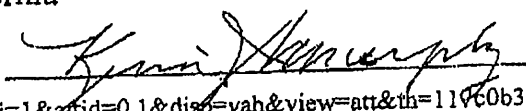
13 37. Tony and Mitchaelle Maiden were the moving force behind reviving the band and moving it
14 forward as an active enterprise. Mitchaelle reviewed music contracts obtained money long owed to
15 the band from record labels that no one else had bother to pursue. Tony and Mitchaelle booked live
16 engagements at which the band performed, some of which are listed above. And, Mitchaelle and
17 Tony, with my agreement, began the process to obtain a third trademark. Nobody else but Tony and
18 Mitchaelle was even attempting to keep Rufus alive and vibrant. Without Tony, any revival would
19 not have been meaningful anyway given the key role he plays in the band's music.

20 38. Bobby Watson did come together with other band members in 2001, along with the members
21 of the band when it disbanded in the early 1980's. We formed an LLC with Chaka Khan to go
22 forward as a joint venture. One of the first, and very profitable endeavors was a reunion tour with
23 Earth Wind & Fire, in which we played to sold out areas. In addition to that reunion tour, there was
24 an additional recording collaboration agreed upon with Chaka Khan, now performing as a solo act.
25 For the recording contract to proceed, Chaka and Tony Maiden were required participants. Bobby
26 Watson was not a required participant in this endeavor, although he was a member of the band.

27 39. Unfortunately, right before the band was to play a performance before the Black
28 Congressional Congress in Washington, D.C., it was learned that Bobby Watson had agreed to

- the Black Congressional Congress in Washington, D.C., it was learned that Bobby Watson had agreed to perform with Andre Fisher supposedly as "Rufus" back in Los Angeles on the very same night.
40. Andre Fisher was not allowed to participate as anything comprised of as Rufus since he had been dismissed from the band many years before. Bobby's erratic behavior and poor judgment in trying to participate in a gig with Andre Fisher was bizarre since he had already committed with all of us to be in Washington to perform at the same time. Bobby placed us in a compromising situation for future performances we had already booked, compromised Chaka's own sacrifice to tour with the band, and caused his own dismissal from the band. We could not continue to work with someone so disloyal and suffering from such poor judgment. As a consequence, the other band members at the time including, Tony Maiden and myself, voted that Bobby Watson should be discharged from the band. His dismissal from the band was memorialized by a letter from our attorneys; a true and correct copy is attached hereto as Exhibit D.
 41. Since 2002, Bobby Watson has not been a member of the band. He has not performed with the band or been asked to rejoin the band.
 42. As a founding member of Rufus and a member of the band since its inception until the present, I have full confidence in Tony Maiden as a member of the band and as the lead singer for the band. Furthermore, he is a critical component of the band and necessary for any future endeavors. The management of the band remains with Mitchaelle Maiden, Tony's wife. The membership of the band now consists of just Tony and me. Other musicians playing with the band are signed to contracts as musicians, but not as full band members. Neither Andre Fischer nor Bobby Watson is members of the band and they have not been so for quite some time. In the case of Andre that has been true for more than two decades.
 43. I declare that the foregoing is true and correct under penalty of perjury under the laws of the United States and the State of California.

Executed this 28 day of JANUARY, 2008, at
Hemet, California



1 perform with Andre Fisher supposedly as "Rufus" back in Los Angeles on the very same night.

2 40. Andre Fisher was not allowed to participate as anything comprised of as Rufus since he had
3 been dismissed from the band many years before. Bobby's erratic behavior and poor judgment in
4 trying to participate in a gig with Andre Fisher was bizarre since he had already committed with all
5 of us to be in Washington to perform at the same time. Bobby placed us in a compromising situation
6 for future performances we had already booked, compromised Chaka's own sacrifice to tour with the
7 band, and caused his own dismissal from the band. We could not continue to work with someone so
8 disloyal and suffering from such poor judgment. As a consequence, the other band members at the
9 time including, Tony Maiden and myself, voted that Bobby Watson should be discharged from the
10 band. His dismissal from the band was memorialized by a letter from our attorneys; a true and
11 correct copy is attached hereto as Exhibit D.

12 41. Since 2002, Bobby Watson has not been a member of the band. He has not performed with
13 the band or been asked to rejoin the band.

14 42. As a founding member of Rufus and a member of the band since its inception until the
15 present, I have full confidence in Tony Maiden as a member of the band and as the lead singer for
16 the band. Furthermore, he is a critical component of the band and necessary for any future
17 endeavors. The management of the band remains with Mitchaelle Maiden, Tony's wife. The
18 membership of the band now consists of just Tony and me. Other musicians playing with the band
19 are signed to contracts as musicians, but not as full band members. Neither Andre Fischer nor
20 Bobby Watson is members of the band and they have not been so for quite some time. In the case of
21 Andre that has been true for more than two decades.

22 43. I declare that the foregoing is true and correct under penalty of perjury under the laws of the
23 United States and the State of California.

24

25 Executed this ____ day of _____, 2008, at _____, California

26

27

28

KEVIN MURPHY

Exhibit A

Exhibit A

FROM :

PHONE NO. :

Jan. 01 1996 08:40PM P6

April 29, 1976

ABC Records, Inc.
American Broadcasting Music, Inc.
and its other affiliated companies
8255 Beverly Boulevard
Los Angeles, California 90048

Gentlemen:

We refer to the following agreements between some
or all of us:

1. Exclusive Recording Agreement between Chaka Khan, Kevin Murphy, Louis Andre Fischer, Bobby Watson and Tony Maiden on the one hand and ABC Records, Inc. on the other dated January 1, 1976.
2. Participation Agreement between Chaka Khan and American Broadcasting Music, Inc. dated January 1, 1976.
3. Participation Agreement between Bobby Watson and American Broadcasting Music, Inc. dated January 1, 1976.
4. Participation Agreement between Louis Andre Fischer and American Broadcasting Music, Inc. dated January 1, 1976.
5. Participation Agreement between Tony Maiden and American Broadcasting Music, Inc. dated January 1, 1976.
6. Participation Agreement between Kevin Joseph Murphy and American Broadcasting Music, Inc. dated January 1, 1976.
7. Exclusive Songwriters and Composers Agreement between American Broadcasting Music, Inc. and Louis Andre Fischer dated October 16, 1972.
8. Exclusive Songwriters and Composers Agreement between American Broadcasting Music, Inc. and Bobby Watson dated April 1, 1974.

. . . continued

-1-

PSA:dc 4/29/76 (1)

FROM :

PHONE NO. :

Jan. 01 1996 08:40PM P7

9. Exclusive Songwriters and Composers Agreement between American Broadcasting Music, Inc. and Kevin Murphy dated October 16, 1972.
10. Exclusive Songwriters and Composers Agreement between American Broadcasting Music, Inc. and Tony Maiden dated April 1, 1974.
11. Exclusive Songwriters and Composers Agreement between American Broadcasting Music, Inc. and Chaka Khan dated October 16, 1972.
12. Exclusive Recording Agreement between Chaka Khan, Louis Andre Fischer, Kevin Joseph Murphy, Bobby Watson, Tony Maiden dated October 16, 1972.

We hereby acknowledge that you are paying us concurrently herewith the sum of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000).

We hereby agree and acknowledge that such ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000) shall be deemed an advance against and recouped from any and all royalties or other sums payable to all or any of us pursuant to each and every above named agreement.

Such payment shall further represent a partial prepayment of any advance otherwise due us pursuant to each and every such agreement (if any). Such payment shall further represent an advance against monies otherwise due all or any of us pursuant to any other agreement between all or some of us on the one hand and you and/or your related companies on the other.

Very truly yours,

AGREED AND ACCEPTED:

ABC RECORDS, INC.

By:

AMERICAN BROADCASTING
MUSIC, INC.

Chaka Khan
CHAKA KHAN

Louis Andre Fischer
LOUIS ANDRE FISCHER

Kevin Joseph Murphy
KEVIN JOSEPH MURPHY

Bobby Watson
BOBBY WATSON

Tony Maiden
TONY MAIDEN

Exhibit B

Exhibit B

EXCLUSIVE PERSONAL MANAGEMENT AGREEMENT

THIS EXCLUSIVE PERSONAL MANAGEMENT AGREEMENT (the "Agreement") is made and entered into as of this 21st day of December, 2000, by and between MITCHAELE MAIDEN MANAGEMENT ("Manager"), whose address is 9255 Sunset Boulevard, Suite 411, Los Angeles, California 90069, on the one hand, and TONY MAIDEN, located at 20544 Ventura Boulevard, Suite 217, Woodland Hills, California, 91364, BOBBY WATSON, located at 829 West 17th Street, San Pedro, California, 90731; JOHN ROBINSON, located at 1983 Nowak Avenue, Thousand Oaks, California, 91360; and KEVIN MURPHY, located at 6913 10th Street North, Oakdale, Minnesota, 55128, individually and professionally known as "RUFUS" (collectively, "Artist"), on the other hand, with reference to the following facts:

- A. Manager is a "personal manager" in the business of guiding and advising artists in connection with their careers in the Entertainment Industry; as used herein, the term "Entertainment Industry" includes, without limitation, the fields of motion pictures, television, stage, merchandising, endorsements, commercials, personal appearances and all other activities and interests, including so-called "packaging", in any way connected with or appurtenant to the entertainment industry and related fields, including, without limitation, any and all activities as a producer, songwriter, arranger, singer, performer and recording artist in the music industry.
- B. Artist is or may hereafter become active as an entertainer, performer and/or in other capacities in the Entertainment Industry.
- C. Artist now desires to obtain the counsel and advice of Manager in regard to Artist's career in the Entertainment Industry. This Agreement is not for the exclusive services of Manager and Artist understands that Manager performs the same or similar services for others, so long as such services do not materially interfere with Manager's services to Artist hereunder; however, Artist shall not engage any other person, firm or corporation to render the same or similar services as Manager during the Term (as defined herein) of this Agreement.
- D. Artist has heretofore formed or may hereafter form one or more corporations for the purpose of lending and exploiting Artist's services; wherever the term "Artist" is used herein, the same shall be deemed to apply to any corporations or other business entities owned or controlled by Artist during the term hereof and utilized for the purpose of exploiting or lending Artist's services solely in connection with the Entertainment Industry.

Accordingly, the parties do hereby agree as follows:

1. Term - The term of this Agreement shall be for a period commencing on the date set forth hereinabove and shall continue until delivery, release and conclusion of the touring cycle for Artist's second album recorded in connection with Rufus' reunion, but in no event less than a minimum of one (1) year after the U.S. release of Artist's second album (the "Term"). Notwithstanding the foregoing, in the event that Manager is unable to secure a recording agreement for Artist's services in connection with the sale of phonorecords or DVDs within six (6) months of the commencement of the Term hereof, Artist shall have the right to terminate this Agreement upon thirty (30) days' written notice to Manager.

2. Services - As and when requested by Artist during and throughout the Term hereof, Manager agrees to advise and counsel Artist in all aspects of Artist's career, including: (a) the selection of literary and artistic material; (b) public relations; (c) the adoption of proper formats for presentation of Artist's talents; (d) the selection of artistic talent to assist, accompany or embellish

Artist's presentation; (e) general practices in the Entertainment Industry; and (f) the terms upon which Artist shall render services to third parties. Artist agrees to promptly refer to Manager and to instruct booking agents and all other parties to refer to Manager for advice and counsel all verbal and written leads, communications or requests in connection with all engagements and arrangements whereby Artist's name, likeness, voice, services or talents are referred to or utilized or which are otherwise within the scope of this Agreement. Artist agrees that Artist's failure during the Term hereof to continue to seek Manager's services shall not in any manner affect Artist's obligations to pay commissions and other monies to Manager as set forth herein. ARTIST UNDERSTANDS AND ACKNOWLEDGES THAT MANAGER IS PROHIBITED FROM PROCURING, OFFERING, PROMISING, OR ATTEMPTING TO PROCURE EMPLOYMENT OR ENGAGEMENTS FOR ARTIST AND CARRYING OUT OTHER ACTIVITIES FOR WHICH APPROPRIATE LICENSES ARE REQUIRED BY THE STATE OF CALIFORNIA, THE STATE OF NEW YORK, OR OTHER JURISDICTIONS. ARTIST ACKNOWLEDGES THAT MANAGER IS NOT LICENSED TO PRACTICE AS AN AGENT UNDER ANY STATUTE AND THAT MANAGER HAS NOT, EITHER AS AN INDUCEMENT TO ARTIST TO ENTER INTO THIS AGREEMENT OR UNDER THIS AGREEMENT, PROCURED, OFFERED, PROMISED OR ATTEMPTED TO PROCURE EMPLOYMENT OR ENGAGEMENTS FOR ARTIST. Artist agrees that throughout the Term hereof, Artist will employ agents who are licensed to solicit employment and engagements for Artist.

3. Authority - During the Term of this Agreement and any extensions and renewals thereof, if any, Manager is irrevocably authorized by Artist to act on Artist's behalf as Artist's attorney-in-fact, coupled with an interest, to do all the following:

(a) approve and permit the use of Artist's name, photograph, likeness, voice, sound effects, caricatures and literary, artistic and musical material for purposes of advertising and publicity after obtaining the prior approval of Artist;

(b) subject to Artist's approval of the terms, and only where Artist is unavailable to do so, to execute for Artist in Artist's name and/or on Artist's behalf any and all agreements, documents and contracts for live appearance "one-nighters" or a series of live appearance "one-nighters" not to exceed three (3) consecutive nights at any particular venue, provided Artist is unable to execute such agreements, documents and contracts; and,

(c) after obtaining the prior written approval of Artist, or at the direction of Artist, engage as well as discharge and/or direct for Artist, and in Artist's name, accountants, talent agencies, public relations firms and lawyers, as well as other persons, firms and corporations who may be retained in connection with Artist's artistic, business and financial affairs in the Entertainment Industry.

4. Collection of Income - At all times during the Term hereof, Artist will select a certified public accountant (sometimes herein called the "Accountant"), which Accountant shall be engaged at Artist's sole cost and expense. The Accountant shall collect and receive, on Artist's

behalf, all of Artist's Gross Monies hereunder, and deposit such Gross Monies in one or more separate segregated bank accounts in Artist's name. The Accountant and any and all successors shall acknowledge and assume all of the obligations under this Agreement that relate to the Accountant's function; however, Artist shall still be responsible for the payment of Manager's Commissions (as defined in paragraph 5) hereunder. In this connection, Artist shall notify and direct any and all third parties to pay all Gross Monies payable to Artist directly to the Accountant. Furthermore, Artist shall authorize, direct and cause the Accountant to pay Manager her Commissions and any reimbursement or payment of expenses due to Manager hereunder, together with a written accounting statement based upon any third-party source statements, on the first day of each month during any such period that monies are due from Artist to Manager hereunder or within thirty (30) days after receipt of said monies by the Accountant, whichever is earlier. Said accounting statements shall, among other things, set forth all Gross Monies received by the Accountant on Artist's behalf hereunder, specify the source thereof and the deductions therefrom for Manager's Commissions payable hereunder.

5. Compensation - Pursuant to paragraph 4, hereinabove, Artist agrees to pay a "Commission" to Manager in an amount equal to ten percent (10%) of all Gross Monies earned and/or actually received by or on behalf of Artist or for Artist's account derived from Artist's activities in the Entertainment Industry.

(a) The term "Gross Monies" as used herein shall mean any and all sums, monies or other consideration (without any exclusion or deduction except as provided for herein) which Artist earns and/or actually receives as a result of the exploitation of Artist's activities and/or services in and throughout the Entertainment Industry during the Term, whether as a musical performer, writer, composer, author, publisher of musical compositions written by Artist, lyricist, singer, musician, technician, engineer, record producer (except as provided elsewhere herein), director or supervisor, and including, without limitation, any and all gross sums and/or monies resulting from the use of Artist's musical talents and/or other creative talents, and the results and proceeds thereof. Without in any manner limiting the foregoing, the Commission shall be payable with respect to Gross Monies received by Artist or on Artist's behalf derived from any and all of Artist's musical or acting activities exploited during the Term in connection with motion pictures, television, radio, musical material, theatrical engagements, personal appearances, public appearances in places of amusement and entertainment, records and recordings, publications and the use of Artist's name(s), likenesses) and talents for purposes of advertising and trade

(b) The term "Gross Monies or other considerations" as used herein shall include, without limitation, salaries, earnings, fees, royalties, bonuses, shares of profit and other participation, shares of stock, partnership interests, percentages and the total amount paid to Artist for a packaged television or radio program (live or recorded), motion picture, or other entertainment package, earned or received directly or indirectly by Artist or Artist's heirs, executors, administrators or assigns on Artist's behalf, or by any other person, firm or corporation on Artist's behalf as a result of the exploitation of Artist's services in the Entertainment Industry during the Term. The term "Gross Monies" shall also include any payments received by Artist during the Term for termination of a contract, agreement or employment, or any monies or property recovered in connection with any litigation or arbitration commenced during the Term pertaining to such contract, agreement or employment and any amounts paid by Artist's employer or party with whom Artist has a contract or agreement, directly to Artist's creditors, either by virtue of legal process or otherwise, or paid to any person on Artist's behalf, less any reasonable costs and expenses paid by

Artist in connection with any such recovery, including, without limitation, court costs and reasonable attorneys' fees. In the event that Artist receives as all or part of Artist's compensation for activities hereunder, real property, personal property, stock or the right to buy stock in any third-party corporation, or in the event that Artist becomes the packager or owner of all or part of an entertainment property, whether as an individual proprietor, stockholder, partner, joint venturer or otherwise, Manager's Commission shall apply to Artist's entitlement to such real property, personal property, stock, right to buy stock, individual proprietorships, partnerships, joint ventures or other forms of interest, and Manager shall be entitled to Manager's percentage share thereof. Should Artist be required to make any payment for such interest, Manager will pay Manager's percentage share of such payment, unless Manager elects not to acquire Manager's percentage share thereof. In the event Manager shall elect not to pay Manager's percentage share thereof, such election shall be deemed a waiver by Manager of Manager's percentage share of such interest and profits therefrom.

(c) Artist acknowledges and agrees that Manager shall be entitled to the payment of a Commission in an amount equal to ten percent (10%) of Artist's Gross Monies, in perpetuity, following the expiration of the Term hereof solely to the extent such Gross Monies are derived from the exploitation of (a) master recordings and videos recorded and commercially exploited during the Term hereof or within one hundred and eighty (180) days after the expiration of the Term hereof, (b) musical compositions written during the Term hereof to the extent such musical compositions are recorded and commercially exploited during the Term hereof or within one hundred and eighty (180) days after the expiration of the Term hereof, and (c) any other products created or substantially created and initially released during the Term hereof or within one hundred and eighty (180) days after the expiration of the Term hereof and/or services rendered and commercially exploited during the Term hereof or within one hundred and eighty (180) days after the expiration of the Term hereof.

Gross Monies, which are commissionable by Manager, shall not include:

- (i) Monies actually paid by Artist or on Artist's behalf and credited against the account of Artist or on Artist's behalf to third party producers, directors, engineers or mixers for such third party's services in connection with the production of phonograph recordings or videos embodying Artist's performances as a featured recording artist;
- (ii) Monies actually paid by Artist or on Artist's behalf and credited against the account of Artist, to a third party writer, co-writer, co-author and/or co-publisher of a musical composition in connection with such third party's capacity as co-publisher of such musical composition and/or in connection with such third party's services as a writer or co-writer of such musical composition;
- (iii) Monies actually paid by Artist or on Artist's behalf and credited against the account of Artist, or any third party for actual recording costs of master recordings embodying Artist's performances;
- (iv) Monies actually paid by Artist or on Artist's behalf and credited against the account of Artist, by Artist's record company for independent promotion, marketing or publicity costs;

(v) Monies actually paid by Artist or on Artist's behalf and credited against the account of Artist, for production costs incurred in connection with the filming, taping or other permanent fixation of audio-visual reproductions of Artist's performances;

(vi) Monies received by any individual member of Artist or on such member's behalf for services rendered or products created or substantially created by such member of Artist in connection with his career as a recording artist, session musician, vocalist and/or songwriter unrelated to the musical group "Rufus," unless such member requests Manager to render personal management services to such member in connection therewith;

(vii) Monies received by Artist or on Artist's behalf from Artist's record company as so-called "deficit tour support" (which shall be defined as monies received by Artist from Artist's record company, including per diems, which are actually used to offset a deficit incurred by Artist in connection with any personal appearance concert engagement or tour);

(viii) Costs incurred in connection with "sound and light" facilities and equipment as a result of Artist's concert or other appearances;

(ix) Costs incurred in connection with "opening" acts employed or retained by Artist to appear before Artist at a concert or other appearances of Artist;

(x) Monies or other consideration earned or received by Artist from passive investments (i.e., investments in or loans to any projects or properties where Artist renders no entertainment services); and,

(xi) Income as a result of employment by Manager or a wholly owned entity.

6. Manager Expenses - Artist shall promptly reimburse Manager for any actual out-of-pocket costs and expenses, including, without limitation, round trip travel expenses and first-class hotel accommodations, actually incurred by Manager in carrying on her activities hereunder after receipt of monthly itemized statements sent to Artist setting forth the expenses incurred hereunder, provided that:

(a) Artist will not be responsible for any portion of Manager's overhead expenses;

(b) Manager shall not incur any single expense in excess of Seven Hundred and Fifty Dollars (\$750.00), without Artist's prior consent;

(c) Manager shall not incur aggregate monthly expenses in excess of One Thousand Five Hundred Dollars (\$1,500.00), without Artist's prior consent; and/or,

(d) All travel expenses must be pre-approved by Artist in writing, where feasible.

In the event that Manager is required to travel by airplane for two (2) hours or more on Artist's behalf, Artist agrees to pay or provide Manager with a business-class or better round trip airfare. In the event that Artist is unable to obtain a business-class roundtrip airfare for Manager, Artist agrees

to pay or provide Manager with a first-class roundtrip airfare. Notwithstanding the foregoing, if Manager is required to accompany Artist on one or more promotional and/or live appearances and travel by airplane, Manager shall travel and be provided with airfare comparable to the air accommodations utilized by or provided to Artist in connection with such promotional and/or live appearances.

7. Warranties and Representations; Indemnification - Artist represents and warrants that Artist has the right and authority to enter into and fully perform Artist's obligations under this Agreement, and that Artist has not entered nor will hereafter enter into any agreement(s) inconsistent herewith. Manager represents and warrants that she is not under any disability restriction or prohibition, either contractual or otherwise, with respect to Manager's right to execute this Agreement or to fully perform her obligations and duties hereunder. Artist and Manager shall each hold the other and their successors, licensees, assigns, shareholders, directors, officers, agents and employees of Artist and Manager free, safe and harmless from and against any claims, actions, causes of action, liabilities, settlements, judgments, losses and/or damages, including reasonable attorney's fees and court costs, whether incurred before or after the entry of judgment, which such party may suffer or incur by reason of the breach of any of the representations, warranties or covenants made by Artist or Manager in this Agreement.

8. Assignment - Manager shall have the right to assign this Agreement, in whole or in part, to any subsidiary, parent company, affiliate, or to any third party acquiring all or substantially all of his company's assets or stock, provided that Mitchaell Maiden continues to remain primarily involved in the day-to-day activities of Artist's career. Artist shall not have the right to assign this Agreement, and agrees that during the Term of this Agreement, shall not assign, sell, convey, pledge, or otherwise dispose of any property rights in Artist's trade or personal names, by stock interest, wage assignments, partnerships or percentage or otherwise without the prior written consent of Manager.

9. Arbitration - In the event of any dispute under or relating to the terms of this Agreement, or the breach, validity or legality thereof (herein "Claim"), it is agreed that same shall be submitted to binding arbitration before the American Arbitration Association in the County of Los Angeles, State of California, in accordance with California Code of Civil Procedure Section 1280, et seq., and the rules promulgated by the said association, including the right to conduct discovery and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof in the County of Los Angeles, State of California. Any claims of fraud shall be excluded from the arbitration process and shall be submitted to any federal or state court having jurisdiction located in the County of Los Angeles, State of California. The prevailing party in said binding arbitration shall be entitled to recover any and all reasonable attorney's fees and other costs incurred in the enforcement of the terms of this Agreement or for the breach thereof, whether incurred before or after the entry of judgment. This arbitration provision shall remain in full force and effect notwithstanding the nature of any Claim or defense hereunder.

10. Severability - If any provision hereof shall for any reason be illegal or unenforceable, such illegality or unenforceability shall not affect the validity of the remaining portions and provisions hereof; provided, however, if any such invalidity, illegality or unenforceability materially affects Manager's right to compensation hereunder, Manager may at any time thereafter terminate the Term of this Agreement.

11. Independent Counsel - Each of the parties hereto warrants and represents that in executing this Agreement, he or she has relied solely upon his or her own judgment, belief and knowledge, and the advice and recommendation of his or her own independently selected and retained counsel, concerning the nature, extent and duration of his or her rights and obligations, and that he or she has not been influenced to any extent whatsoever in executing this Agreement by any representations or statements with respect to any matters made by any party or representative of any party not contained herein.

12. Conflicting Interest - Waiver of Commission

(a) From time to time during the Term hereof, Manager and/or other persons or entities owned and/or controlled, directly or indirectly by Manager, or Manager's partners, shareholders, officers, directors and employees, whether acting alone or in association with others, may package an entertainment program in which Artist is employed as an artist, or may act as the entrepreneur or promoter of an entertainment program in which Artist is employed as an artist, or may act as the entrepreneur or promoter of an entertainment program in which Artist is employed as an artist, or may employ Artist in connection with the production of phonograph records, or as a songwriter, composer, arranger or otherwise in connection with the creation of literary or musical works. Such activity on Manager's part shall not be or be deemed to be a breach of this Agreement or of Manager's fiduciary obligations and duties to Artist, and shall not in any way affect Manager's right to commissions hereunder in all instances not covered by the following exceptions. However, Manager shall not be entitled to commissions from Artist in connection with any gross monies or other considerations derived by Artist (i) from any employment or agreement where under Artist is employed by Manager or by any person, firm or corporation owned or controlled by Manager, or by any of Manager's partners, shareholders, officers, directors or employees, as (A) the package agent for the entertainment program in which Artist is so employed, (B) by music or literary publisher, or otherwise, or (ii) from the sale, license or grant of any literary or musical rights to Manager or any person, firm or corporation owned or controlled by Manager. Further, Manager shall not render nor shall Manager be obligated to render the personal management services contemplated in this Agreement with respect to the aforesaid non-commissionable employment, agreements, sales, licenses and grants, in connection with which Artist shall have the right to seek and retain independent management advice. Moreover, Artist shall be absolutely free to enter into any such employment, agreements, sales, licenses or grants, or to refrain therefrom, in Artist's sole discretion.

(b) Nothing contained in subparagraph (a) hereof shall be construed to excuse Artist from the payment of commissions upon gross monies or other considerations derived by Artist from his employment or any sale, license or grant of rights in connection with any entertainment program, phonograph record, or other matter merely because Manager or any of Manager's partners, shareholders, officers, directors or employees are also employed in connection therewith as a producer, director, conductor, or in some other management or supervisory capacity, but not as Artist's employer, grantee or licensee.

13. Miscellaneous - This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. No modification, amendment, waiver, termination or discharge of this Agreement or any provision hereof shall be binding upon the parties unless confirmed by a written instrument executed by the party sought to be charged. Each party at his or her sole cost and expense shall have the right to audit and copy the books and records of the other

party and/or the Accountant of Artist relating to any Gross Monies received and/or earned hereunder or any costs and expenses incurred, upon thirty (30) days' written notice, during normal business hours and not more than once annually. This Agreement shall be deemed to be executed in the State of California and shall be construed under and by virtue of the laws of the State of California, applicable to agreements to be wholly performed in the State of California. Any notices required hereunder shall be deemed sent on the date of personal delivery or FAXing or three (3) days after the date such notice is sent by certified mail, return receipt-requested, to the parties hereto at the addresses designated herein or such other addresses as the parties may hereafter designate in writing. A courtesy copy of all notices sent to Manager hereunder shall be sent to Troop Streiber Pasich Reddick & Tobey, LLP, Attention: David A. Helfant, located at 2029 Century Park East, 24th Floor, Los Angeles, California 90067-3010, or such other address as may be designated in writing. No failure by either party hereto to perform any of his or her obligations hereunder shall be deemed a material breach of this Agreement, unless the non-breaching party has given written notice of such failure to the breaching party and such party does not cure such non-performance within thirty (30) days after receipt of such written notice.

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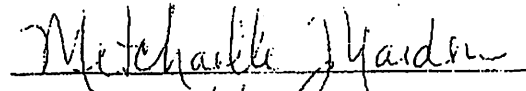
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IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date first above written in Los Angeles, California.

MITCHELLE MAIDEN MANAGEMENT
("Manager")





TONY MAIDEN

Social Security No.: 560-74-7827
Date of Birth: June 17, 1949



BOBBY WATSON

Social Security No.: 557-70-4562
Date of Birth: February 24, 1950



JOHN ROBINSON

Social Security No.: 485-70-9053
Date of Birth: December 29, 1954



KEVIN MURPHY

Social Security No.: 477-46-5650
Date of Birth: September 21, 1943

Individually and professionally known as
"RUFUS"

Exhibit C

Exhibit C

FROM :

PHONE NO. :

Jan. 01 1996 08:45PM P1

ABC RECORDS, INC.
 8255 Beverly Boulevard
 Los Angeles, California 90048

January 1, 1976

Ms. Chaka Khan and Messrs. Kevin
 Murphy, Louis Andre Fischer, Bobby
 Watson, and Tony Maiden aka RUFUS
 c/o Robert Ellis & Assoc.
 8272 Sunset Boulevard
 Suite 22
 Los Angeles, California 90048

Dear Members of Rufus:

This will confirm our understanding and agreement
 with you with reference to your rendering of
 services for us as recording artists, as follows:

1. The term of this Agreement shall commence
 as of the date hereof and shall continue for ~~three~~ an initial period
~~of~~ ~~thirteen (13) months~~ ~~(3) years~~. During the term you shall record only
 newly recorded selections (hereinafter sometimes
 called "Masters") for us, on dates and only at
 studios to be designated by you upon reasonable
 notice to us. The selections to be recorded shall be
 designated by you, subject to our reasonable approval,
 and each Master shall be subject to our approval as
~~technically~~ ~~commercially~~ satisfactory for manufacture and sale.
 Upon our request, you shall rerecord any Master until
~~technically~~ ~~a recording commercially~~ satisfactory to us shall
 have been obtained.

2. Recording sessions for the Masters shall
 be conducted by you under ~~your~~ ^{our} recording license. We shall
 have the right and opportunity to have our representatives
 attend each such recording session. Each Master

-1-

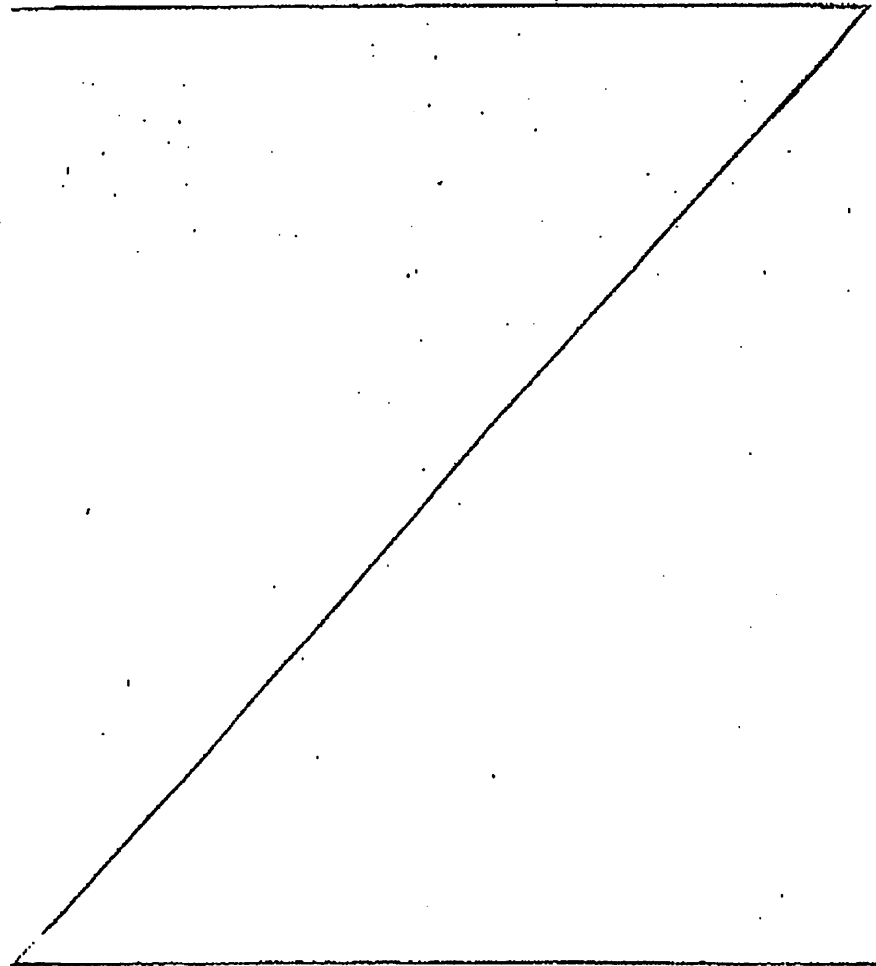
PSA:dc 2/12/76 (2)

FROM :

PHONE NO. :

Jan. 01 1996 08:46PM P2

5. During the term of this Agreement you will not perform for the purpose of making phonograph records for any person, firm or corporation other than us. During a period of three (3) years after the expiration or termination of this Agreement, you will not perform any selection recorded hereunder for any other person, firm or corporation for the purpose of making phonograph records.



-7A-

PSA:dc 2.12.76 (2)

FROM :

PHONE NO. :

Jan. 01 1996 08:46PM P3

6. You will not, at any time, manufacture, distribute or sell, or authorize or knowingly permit the manufacture, distribution or sale by any person, firm or corporation other than us, of phonograph records embodying (a) any performance rendered by you during the term of this Agreement or (b) any performance rendered by you within three (3) years after the expiration or termination of this Agreement of a selection which shall have been recorded hereunder. You will not record or authorize or knowingly permit to be recorded for any purpose any such performance without in each case taking reasonable measures to prevent the manufacture, distribution and sale at any time by any person, firm or corporation other than us, of phonograph records embodying such performance. Specifically, without limiting the generality of the foregoing, you agree that if, during the term of this Agreement, you perform any selection for the purpose of making transcriptions for radio or television or sound tracks for motion picture films, or if, within five (5) years after the expiration or termination of this Agreement you perform for any such purpose any selection which shall have been recorded hereunder, you will do so only pursuant to a written contract containing an express provision that neither such performance nor any recording thereof will be used directly or indirectly for the purpose of making phonograph records. ~~You will promptly deliver to us a copy of the pertinent provisions of each such contract~~ and will cooperate fully with us in any controversy which may arise or litigation which may be brought relating to our rights under this paragraph.

7. All Masters made hereunder and all reproductions made therefrom, the performances embodied therein and the copyrights therein and thereto (including any renewals and/or extensions thereof), shall be entirely our property, free of any claims whatsoever by you or any person, firm or corporation deriving any rights or interests through or from you or otherwise. Without limitation of the foregoing, we and/or our designees shall have the worldwide right in perpetuity to manufacture, sell, distribute and advertise records or other reproductions (visual and non-visual), embodying such Masters; to lease, license, convey or otherwise use or dispose of the Masters by any method now or hereafter known, in any field of use; to release records under any trademarks, trade names or labels; to perform the records or other reproductions publicly and to permit the public performance thereof by radio broadcast, television or any other method now or hereafter known; all upon such terms and conditions as we may approve, and to permit others to do any of all of the foregoing, or we may, at our election, refrain from any or all of the foregoing. We agree to release each LP delivered to us hereunder; the initial release of each such LP shall be on one of our top-line labels.

FROM :

PHONE NO. :

Jan. 01 1996 08:47PM P4

**During the term of this Agreement.

*recordings embodyings Master

8. We shall have the worldwide right in perpetuity to use, and to permit others to use, your name (both legal and professional) and likeness and biographical material concerning you for advertising and purposes of trade and otherwise, without restriction, in connection with ~~our business and products~~. ** we shall have the further right to refer to you by your legal or professional name as our exclusive artist, and you shall, in your activities in the entertainment field, use your best efforts to be billed and advertised as our exclusive artist. During the term of this Agreement, you shall not authorize your legal or professional name or your likeness to be used in connection with the advertising of sale of phonograph records other than those manufactured and sold by us. You hereby warrant that you are the sole owner of the professional name identified on the first page of this Agreement; and you have the sole and exclusive right to use and to permit others to use such professional name as herein permitted.

sole right to use Refuse

***seek

9. You expressly acknowledge that your services hereunder are of a special, unique and intellectual character which gives them peculiar value, the loss of which cannot be reasonably or adequately determined at law, and that in the event of a breach by you of any term, condition or covenant hereof we will be caused irreparable injury. You expressly agree that in the event you shall breach any provision of this Agreement we shall be entitled to ***injunctive and other equitable relief and/or damages, as we may deem appropriate, in addition to any other rights or remedies available to us, and we shall have the right to recoup*** damages from any sums which may thereafter become due and payable to you hereunder, including sums otherwise payable to you after the expiration or termination of this Agreement. ****out of pocket damages actually incurred by us

10. ~~You shall be responsible for, and shall promptly pay when due, all recording costs with respect to the Masters, including, without limitation, the recording fees for you and all other performers or persons connected with the recording (including instrumentalists, leaders, contractors, arrangers, copyists and vocalists), studio rentals, editing and mastering costs, pension and welfare payments, costs of cartage and instrument hire and payroll taxes. All such payments shall be in accordance with the requirements of the American Federation of Musicians ("AFM"), the American Federation of Television and Radio Artists ("AFTRA"), and all other appropriate unions. You shall be solely responsible~~

FROM :

PHONE NO. :

Jan. 01 1996 08:47PM P5

19. It is understood that the word "you" as used throughout this Agreement refers individually and collectively to each and all of you and that all the terms and conditions of this contract, including, without limitation, the restrictions imposed by Paragraphs 5, 6, and 8 shall apply to each of you whether as an individual or as a member of this group, or as a member of any other group. You and we hereby mutually acknowledge that the restrictions imposed by said Paragraphs 5, 6, and 8, which are applicable to each of you as aforesaid, are of the essence of this contract. A breach of any term or condition of this contract or a disaffirmance or attempted disaffirmance of this contract on the ground of minority by any one or more of you shall, at our election, be deemed a breach by all of you. In the event of any such breach of disaffirmance by any of you, or in the event any of you is unable to render his services hereunder, then, in addition to any and all other rights which we shall have at law or in equity, we shall have the unlimited right either to utilize the services of the remaining of you who are available and not in default or to designate another person in place of the member of the group who is in breach or otherwise unavailable. *(subject to (A)(iii) below)

(A) If this Agreement is terminated as to some but not all of you,

(i) The members of the group whose engagements are terminated, shall not use the professional name of the group in any commercial or artistic endeavor;

(ii) Such professional name shall be and remain the property of those members of the group whose engagements are not terminated; and

(iii) The persons engaged to replace the members of the group whose engagements are terminated shall be mutually agreed upon by us and the remaining members. Neither party shall unreasonably withhold agreement with regard thereto; and if agreement cannot be reached, we may terminate the engagement of the remaining members of the group, or we may require the remaining members to continue to perform their services pursuant to the terms hereof. Notwithstanding the foregoing, we shall have the right to terminate this Agreement as a result of your breach or failure to perform only if such breach or ***

(B) ~~At our election~~, Any and all payments made you hereunder (whether royalties, advances or otherwise) may be made by one check bearing the names of each of you. ~~As we may~~ divide each such payment into equal shares and pay each of you individually your pro-rata share of such payment. From and after the date hereof, and until you advise us to the contrary, we agree to pay fifteen percent (15%) of any and all sums otherwise due you hereunder directly to Robert Ellis.

***failure to perform is committed by Chaka Khan and/or Tony Maiden.

Modified
*or, at your election, we will

FROM :

PHONE NO. :

Jan. 01 1996 08:48PM P6

29. Concurrently herewith our affiliated music publishing company is entering into an agreement with each of you entitled "Exclusive Songwriters and Composers Agreement", which shall bear the same date as this Agreement and that under this Agreement we are making a non-returnable advance in the sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00) to you against any monies payable to you under this or any other Agreement between you and us. You agree that by virtue of the aforesaid advance our affiliated music publishing company shall be entitled to specific performance of its agreement with you.

If the foregoing correctly reflects your understanding and agreement with us, please so indicate by signing below.

Yours very truly,

ABC RECORDS, INC.

BY *James Stul*

AGREED AND ACCEPTED:

Chris Han
CHRIS HAN

Social Security No. 525-56-5573

Date of Birth: 3.23.53

Louis Andre Fischer
LOUIS ANDRE FISCHER

Social Security No. 562-74-3677

Date of Birth: 12.26.48

Ronald E. Stockert
RONALD E. STOCKERT

Social Security No. 357-40-3013

Date of Birth: 12.28.48

Dennis Earl Belfrage
DENNIS EARL BELFRAGE

Social Security No. 349-40-4442

Date of Birth: 9.17.49

Kevin Joseph Murphy
KEVIN JOSEPH MURPHY

Social Security No. 477-40-3656

Date of Birth: 9.21.43

Alan C. Green
ALAN C. GREEN

Social Security No. 344-36-6955

Date of Birth: 5.14.47

Professionally known as:

"RUFUS"

FROM :

PHONE NO. :

Jan. 01 1996 08:49PM P7

(b) We reserve the right to record any member of the group signing this Agreement as if such member of the group were the only person signing hereunder. However, if at the time we request any individual member of the group to record alone, and a group still exists under this Agreement, recording under the professional name appearing on Page 1 hereof, we shall not have the right to require such member to perform as a lone individual unless such member consents thereto and mutual terms and conditions in connection with such recording have been agreed upon between us and such individual. If we elect to have a member of the group record individually, royalties and advances for sides so recorded shall be payable solely to such member, and such side(s) shall not be deemed side(s) with respect to the group.

(c) You and each of you as members of the group, jointly and severally, represent and warrant that:

(i) you are the sole owners of the professional name appearing on the first page of this Agreement;

(ii) to the best of your knowledge no other person has the right to use said professional name or to permit it to be used in connection with phonograph records;

(iii) you have the authority to hereby grant us the right to use said professional name. You and each of you, jointly and severally, agree to indemnify and hold us harmless from and claim, damages, expenses (including attorneys' fees), and litigation which may come about because of our use of said professional name in accordance with this Agreement.

(d) A breach of this Agreement by any of you as a member of the group, shall, at our election, be deemed a breach by all, and we may by notice in writing terminate this Agreement or may terminate the engagement under this Agreement of the member or members of the group who have breached hereunder.

(e) If this Agreement is not terminated entirely pursuant to subparagraph 21(d) above,

(i) The members of the group whose engagements are terminated, shall not use the professional name of the group in any commercial or artistic endeavor;

FROM :

PHONE NO. :

Jan. 01 1996 08:49PM PB

(ii) Such professional name shall be and remain the property of those members of the group whose engagements are not terminated; and

(iii) The persons engaged to replace the members of the group whose engagements are terminated, shall be mutually agreed upon by us and the remaining members. Neither party shall unreasonably withhold agreement with regard thereto; and if agreement cannot be reached, we may terminate the engagement of the remaining members of the group by notice in writing.

(f) Intentionally omitted.

(g) Intentionally omitted.

(h) No changes in the members of the group may be made without our prior written consent. If any change is made with our consent, the members released shall be subject to the restrictions specified in subparagraph 21(c) above.

(i) In the event any of you who is a member of the group is terminated by Notice from us, or by mutual consent, each party shall be relieved and discharged from liability for matters unrecorded at the time of such notice or mutual consent.

(j) If the term of the Agreement expires by the mere passage of time, as contrasted with a termination effected by a notice or notices from us (as otherwise herein provided), the provisions of subparagraphs 21(d), 21(h) and 21(i), shall not be applicable.

(k) Any option exercise by us under this Agreement shall be exercised as to the group in its entirety.

Exhibit D

Exhibit D

08/29/2002 16:57 3105539233

MCPHERSON KALMANSONN

PAGE 02/02

MCPHERSON & KALMANSONN

ATTORNEYS AT LAW

801 CENTURY PARK EAST

26TH FLOOR

LOS ANGELES, CALIFORNIA 90087-2328

TELEPHONE (310) 583-0833

FAX (310) 583-9233

EDWIN F. MCPHERSON*
MARK C. KALMANSONN**
CHARLOTTE GUNNETT

SUGAN L. HARRISON*
STANLEY ROSS COLEITE
LUCILLE G. DAVIS
MARINA A. BORAWICK
CATHERINE A. CAVELLA
OF COUNSEL

*ALSO ADMITTED IN HAWAII
**ALSO ADMITTED IN WASHINGTON, D.C.

HAWAII OFFICE

840 WAINEE STREET

SUITE 104

LAHAINA, MAUI 96761

(808) 243-2841

WASHINGTON, D.C. OFFICE

SUITE 500

RWD BUILDING

10480 LITTLE PATUXENT PARKWAY

COLUMBIA, MARYLAND 21044

(410) 780-0129

August 29, 2002

VIA TELECOPY NO. (310)514-0341

Mr. Bobby Watson
1148 W. Second Street
San Pedro, California 90731

Re: Rufus/Bobby Watson/Resignation
Our File No. 408-1

Dear Mr. Watson:

This office represents Rufus. Rufus has construed your recent actions in joining a competing band as a resignation by you as a performer with Rufus. Please be advised that your resignation has been accepted by Rufus. Effective immediately, you will no longer be performing or recording with the band, and you should no longer represent yourself as a member of, or performer with, Rufus.

Very truly yours,



EDWIN F. MCPHERSON

EFM/sm

cc: Mr. Tony Maiden
Mr. David Hawk Wolinski
Mr. John Robinson
Ms. Mitchaelle Maiden
Bernard H. Gudvi, C.P.A.
Peter M. Lopez, Esq.
David A. Helfant, Esq.

DECL. TONY MAIDEN

FROM :

PHONE NO. :

Jan. 02 1996 12:27AM P2

DECLARATION OF TONY MAIDEN

I, TONY MAIDEN, declare as follows:

1. I have personal knowledge of the facts and matters stated herein and could and would competently testify thereto if called as a witness in this matter.

2. Prior joining the band Rufus in 1973, I was a member of the band High Voltage along with Bobby Watson. I have known Bobby Watson since 6th grade.

3. When I joined Rufus, I brought with many songs that I had already written. The band immediately capitalized on my songwriting by recording "Once You Get Started," "Dance With Me," "At Midnight," "I'm a Woman." All of these songs hit the charts, and were all No. 1 R&B songs.

4. Throughout my membership with Rufus, I have written more songs and collaborated with other members more songs recorded by band. I started to write immediately with Chaka and we hit it off as a writing team. Together, we wrote one of the band's biggest hits, "Sweet Thing." This song went platinum as a single, and a platinum record.

5. Chaka and I also were the lead singers for the band. I provided the guitar lead, and solos.

6. When I joined the band, it was mostly relying on covers and did not have a distinctive sound. One of my contributions in addition to songwriting and performing was to steer the band toward a distinctive sound that it maintained continually thereafter.

7. I was included on the band's contracts with recording labels from the beginning. In fact, very quickly on I was singled out by recording labels in contracts as a key member. If I left the band, the contract would be voided. (This was not true of any other member except for Chaka when she was a member of the band.) All subsequent contracts have included a specific reference to my continued participation with the band being essential.

8. In addition, as part in the contract, the record label insisted that I be added to the trademark for Rufus. Prior to that time, the mark was held only in the name of Kevin Murphy. My name was added to the application for the next version of the trademark in 1977. Although label did not insist that anyone be added besides me, I asked Kevin as personal favor to me to add my childhood friend,

FROM :

PHONE NO. :

Jan. 02 1996 12:28AM P3

1 Bobby Watson to the trademark. Bobby had not asked or even suggested that he be added. I just did
2 it as a favor to my friend. Bobby, however, never took an interest in the trademark until he was
3 actually fired from the band in 2002, which I discuss below.

4 9. While Bobby did not get fired from the band until 2002, Andre Fischer was fired from the
5 band as its drummer in 1975. In 1975, Andre assaulted and seriously injured Richard Holland, who
6 was then Chaka's husband. Andre's violent attack had no reason, other Andre just lost it. Andre
7 had just lost it many times before and this was the last time. Chaka insisted that he be kicked out of
8 the band, and all of the other members of the band voted unanimously to kick Andre out of the band.
9 Andre never performed with the band again. He never recorded with the band again. Chaka never
10 performed with Chaka ever again, because Chaka made it clear that she wouldn't have anything to
11 do with Andre. (For example, despite Andre's and Bobby's claim in their Petition, I did not play
12 any in performances as Rufus with Andre in either 1983 or 1984.)

13 10. Andre did not go on hiatus. He did not consult with the band. He did not advise the band.
14 He was fired for his violent, abusive behavior. He intimidated band members and many were fearful
15 of him.

16 11. Even after Chaka left the band in or around 1979, we continued to be close. She continued to
17 perform with the band, and even participated in a reunion live album in 1980 that won a Grammy,
18 called "Stompin at the Savoy." The album was released in 1982, and won the Grammy in 1983.

19 12. The band broke up in the mid-1980's. I worked to reinvigorate the band encouraged by
20 response I got while I was touring with Chaka on her solo tour. Fans kept asking what about Rufus?
21 In fact, the link with Chaka and me was such that business dealings regarding Rufus were directed to
22 me. Due to this, I then tried to reinvigorate the band. Bobby was then living in Japan producing
23 Japanese artists. When I was in Japan, I spoke with Bobby about starting up the band again. He
24 expressed no interest and gave me his blessing.

25 13. Bobby lived in Japan for ten years from 1986 to 1996

26 14. Bobby was aware of my conducting business for Rufus while he was in Japan. By this time,
27 my wife, Mitchaelle Maiden was taking on a great deal of the business of the band, managing the
28 band. Bobby was fully aware of that too. In fact, Mitchaelle helped Bobby often with Rufus issues.

FROM :

PHONE NO. :

Jan. 02 1996 12:33PM P1

1 Bobby was paid his share of money that Mitchaelle obtained from record labels that was long over
2 due. Only Mitchaelle had taken the time and effort to do the review and investigation to learn of the
3 shortfall. Bobby (as well as the other members of Rufus as it existed at the time of the breakup)
4 never objected to Mitchaelle's management. They never objected to our efforts to put the band back
5 together again or negotiate opportunities.

6 15. Whenever there was opportunity to perform as Rufus, I called and invited Bobby to perform
7 with Rufus. He appeared with us on many occasions.

8 16. Bobby agreed the other members of Rufus in 2000 to a formal management contract with
9 Mitchaelle. Thereafter, Bobby and the other members of Rufus agreed to form an LLC with Chaka
10 Khan. Mitchaelle put the entire deal together. This included a reunion tour with Earth Wind & Fire
11 in 2001. This includes an exclusive agency agreement with CAA. It included a \$650,000 Greatest
12 Hits Album with Universal. Dreamworks then brought Mitchaelle a competing deal. There was also
13 a HBO deal arranged.

14 17. Bobby, however, made a bizarre decision to sign up to play with Andre out of the nowhere at
15 the House of Blues on the same night were all scheduled to play in Washington at the Black
16 Congressional Caucus. This decision was shocking to me as to how stupid it was. Of all of the
17 people that Chaka would not be associated with, Bobby hooked up with Andre who she wouldn't
18 ever perform with. He abandoned me, his childhood friend. He was disloyal to John Robinson, the
19 Rufus drummer who had been with Rufus for a long period. Andre was simply poison and Bobby
20 should have known but he went ahead anyway. It had taken 23 years to get Chaka to commit to
21 working with Rufus, but Bobby pulled a stunt that brought back why she had left in the first place.

22 18. We fired Bobby from the band. Played the event in Washington with a replacement that was
23 quickly found and had the House of Blues gig cancelled. Rufus played numerous other gigs
24 thereafter all without Bobby. Many of these gigs had already been contracted prior to his careless,
25 unprofessional behavior.

26 19. From 2002 on, we have continued to perform as Rufus without Bobby.

27 20. I have learned from several venues at which Bobby and/or Andre tried to perform that they
28 told the venue that I was going to be part of the band. I learned this about the House Blues event,

DICKSTEIN

FROM :

PHONE NO. :

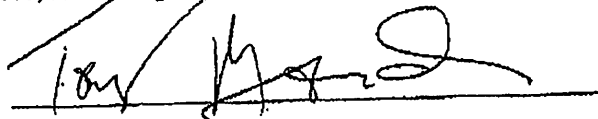
Jan. 02 1996 12:27AM P1

1 where they claimed I would be part of the band to get the booking. I learned that they told KCET
2 that I would be part of the band to get the live broadcast slot, but then showed without me and left
3 the producer no time to fill their spot. I will not perform with Bobby as part of Rufus based on his
4 prior conduct and it is false for either Bobby or Andre to lead venues to believe that I will be part of
5 their performance. This has still not stopped Bobby from trying to get me to join with the erratic
6 bookings that he tried to put together after 2002.

7 21. More recently, I have received copies of emails from Bobby that say he does not want
8 anything more to do with Rufus, but is retires and playing with his church. Most recently, I received
9 an email that Bobby and other members of Rufus wanted to work with me, and would agree to any
10 release of the trademark to me I wanted. (Both emails are attached to this declaration as Exhibits 7A and 7B)

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

13 Executed this 27th day of January, 2008, at Los Angeles, California

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16 TONY MAIDEN
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Exhibit A

Exhibit A

FROM :

PHONE NO. :

Jan. 01 1996 08:38PM P2

Hettrick, Clyde

From: JR73@aol.com

Sent: Wednesday, May 03, 2006 4:37 PM

To: calldreaming@sbcglobal.net; MaidenMusic@aol.com

Cc: hawk2006@comcast.net

Subject: Re: Hello

Dear Mitchaelle

I hope this finds you and your family well. I just got a call from Bobby who said that Peter Wolf hooked up with some guys from Google to form a record company. Bobby also said Peter was interested in signing Rufus and Chaka to a deal, with a band that is as close to the last incarnation as possible. So let's cut to the chase. I know how much you dislike Bobby and me, which is unfortunate. I don't dislike you and Tony in any way. I'm having too much fun to hate. I know Bobby doesn't care either. He's pretty much gotten his act together, He's bought into a Honda dealership, which is helping to alleviate his financial problems. I also know you feel you own the name Rufus, a name that has proven

11/14/2007

FROM :

PHONE NO. :

Jan. 01 1996 08:38PM P3

relatively worthless. I believe Bobby said he made \$10,000 in 3 years. Yippee! So, because Bobby and I feel we'd like to make music with the best band we were ever in, you can have the name. He'll sign off - I'll witness - and you and Tony can have it with no more problems. I never knew what the big deal was anyway. We'd like to make one more record. If Glenn Frey (Eagles) could make up with Don Henley, we can certainly do it. But if you insist on being vindictive, stop going to church because it's hypocritical. I mean that in the most honest sincere way. Forgive and forget. Let's have FUN and do it one more time. We look forward to your response!

Hawk and Bobby and JR

11/14/2007

FROM :

PHONE NO. :

Jan. 01 1996 08:35PM P5

Rufus

Page 1 of 1

Hettrick, Clyde

From: Bobby Watson (calidreaming@sbcglobal.net)

Sent: Thursday, December 22, 2005 5:12 PM

To: Hettrick, Clyde

Subject: Rufus

Please don't send me anymore of these letters.

I'm semi-retired from music these days.

I'm not performing in Rufus or any band.

I only play bass in my church (Arise Christian Center) on wednesday night bible study and sunday morning 2 services at 9:00 AM and 11:00 AM

I am part owner of a honda dealership in Alhambra, and a songwriter & Publisher.

Check the signatures on the contracts before you send out these type of letters.

Have your client call me if there is a problem with people using his trademark, it will save him money!!!!

My understanding is he got the trademark illegally anyway. He failed to notify any of the original members, including myself.

Bobby Watson (310) 514-0341

11/14/2007

FROM :

PHONE NO. :

Jan. 01 1996 08:34PM P4

Page 1 of 1

Hettrick, Clyde

From: Michael Scafuto (michael@mm-group.org)

Sent: Monday, December 26, 2005 9:34 AM

To: Hettrick, Clyde

Subject: Rufus

Dear Mr. Hettrick,

We received your letter concerning a booking for Rufus. Please be aware that The M+M Group does not represent Rufus, nor did we book the dates that you are referring to, or have any other dates on the books with Rufus.

I hope this helps.

Kindest Regards,

Michael Scafuto
The M+M Group
Ph: (909) 848-9891
Fax: (909) 848-9892
Email: michael@mm-group.org
Address: 6101 Cherry Avenue
Suite 205
Fontana, CA 92336

11/14/2007

DECL. MITCHELLE MAIDEN

FROM :

PHONE NO. :

Jan. 02 1996 06:10AM P1

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DECLARATION OF MITCHAELE MAIDEN

I, Mitchaele Maiden, declare as follows:

1. I have personal knowledge of the facts and matters stated herein and could and would competently testify thereto if called as a witness. I am the wife of Tony Maiden. I am also the manager of the band called Rufus, whose present members are Kevin Murphy the band's founder in 1969, and Tony Maiden, who joined the band in 1973.

2. Attached hereto as Exhibit A is a true and correct copy of the management contract between me, on the one hand, and members of Rufus, on the other hand. As is evident the band members at the time the management contract was executed included Bobby Watson, who was then the band's bass player.

3. This declaration addresses the points raised in the Petition for Cancellation, and the circumstances that led to the need to file this Motion for Relief from Default.

4. As is explained in greater detail below, Bobby is not a member of the band today. In 2002, the other band members fired Bobby from the band for reasons set forth below.

5. Thereafter, Bobby began to oppose the trademark application for the name Rufus by Tony (with agreement of Kevin the founder of Rufus). That opposition included the unsuccessful opposition to Tony's application, and a subsequent Petition for Cancellation which is the subject of this proceeding. The opposition of Bobby has been conducted along with Andre Fischer, a former band member who has not been with the band for more than 30 years.

6. The Petition for Cancellation repeats the same assertions that Petitioners could not or would not support when they failed to respond to discovery during the Application process for Tony's trademark. When they would not provide any support for their claims, the Trademark Trial and Appeals Board dismissed Petitioners Opposition with prejudice and granted the trademark to Tony.

7. Andre Fischer was never part of Rufus when I was involved with the band starting with my social meeting of Tony in November 1979. At no point since I first met Tony in 1979 has Andre ever been a member of the band, a band advisor, a band consultant, or a band producer.

FROM :

PHONE NO. :

Jan. 02 1996 05:53AM P1

1 He has been often described to me by other band members, including Robby, as a violent man,
2 who was fired in 1975 when he assaulted and severely injured Richard Holland, Chaka Khan's
3 husband at that time. Chaka was then the lead singer of the band along with Tony Maiden. I
4 have been told that Andre had beaten Chaka on several occasions before that, including once
5 when she was pregnant. I have also read of the Andre's assaults in Chaka Khan's autobiography.
6 Attached hereto as Exhibit B are the relevant portions of Chaka's autobiography. Band members
7 expressed their fear of Andre Fischer who is a large man, over 350 pounds, and violent.

8 8. I have only had one meeting with Andre which is described below. The balance of the
9 declaration describes the circumstances that led to my becoming the band's manager, the
10 termination of Bobby Watson from the band, Tony's application and obtaining of the trademark,
11 and what transpired regarding the Petition for Cancellation and why we were unaware of it for so
12 long, and then failed to respond, and what we have done to diligently prepare this Motion and all
13 of the evidence submitted with it.

14 9. I first met Tony at my place of employment in 1979. Tony and I stayed in contact over
15 the next two years. During that time, I was introduced to Kevin Murphy while he accompanied
16 Tony on business to my place of employment in 1980. Kevin and I become friends. I also met
17 Barbra, Kevin's wife, and kids shortly thereafter.

18 10. Although Tony and I met in 1979, we did not start dating until 1982 and we were
19 married in April of 1983.

20 11. In 1980 Tony was preparing for the live taping of the Rufus featuring Chaka Khan
21 "Stomp'in At The Savoy" in New York. Tony was happy that the band was working again with
22 Chaka, who had left the band earlier. Without Chaka, Tony was disappointed in the direction of
23 the band.

24 12. The album with Chaka proved to be a big success. That cannot be said about the 1981
25 album Rufus did for Warner Brothers, entitled "'Sealed In Red". At the time Tony was very
unhappy with the direction of the music he often expressed how he hated to go to the studio
while the other members were present. He did not include Kevin Murphy in this comment,

FROM :

PHONE NO. :

Jan. 02 1996 05:53AM P2

1 because he always enjoyed working with Kevin. Tony felt the musical direction was not what
2 Rufus fans would accept, but his concerns were overlooked. Just as Tony said, the fans hated the
3 record and it was not successful. The band broke up at that point.

4 13. By the time "Stomp'in At The Savoy" was released Rufus had already broken up. That
5 was a hit. Rufus missed out on an opportunity to tour and reap the financial benefits of there
6 amazing live recording of the record. In the end, because the band could not get its act together,
7 Chaka reaped the financial benefits for the Grammy winning song "Ain't Nobody,"

8 14. Shortly thereafter, Chaka released her solo "I Feel For You" album. She was a very "hot"
9 performer. The "Ain't Nobody" and years 1983 -85 were big years for her. Chaka asked Tony to
10 tour with her throughout that time period. The combination repeated the duet combo of Tony
11 and Chaka who had been the lead singers for Rufus.

12 15. Tony never toured with Andre and or Bobby as Rufus during that time period nor did he
13 tour with them together along with Chaka. Tony did perform in Japan for 30 days in June 1985
14 at the Mugen Night Club in Tokyo with Bobby Watson and Andre Fisher appearing as "The
15 Bobby Watson Band." Tony went to Japan as a favor to Bobby, since Rufus had broken up and
16 he was not a big song writer his income was hit very hard, Tony went out of friendship, at that
17 time we were expecting our first child and Bobby meet his now wife and mother of there 4
18 children. So it sticks out as one of those memoirs you don't forget. Soon after that Bobby moved
19 to Japan starting in 1986 until 1996, Bobby was living in Japan and producing Japanese artists.
20 Tony has never performed with Andre again. Bobby was not appearing as Rufus, but producing
21 music other than working with a band under his name. Andre was never involved with Tony as
22 part of Rufus then or since.

23 16. During 1983 to 1986, because Chaka and Tony were before the public, the public and the
24 industry looked to Tony to deal with Rufus unfinished business. I began to take responsibility for
25 this work and the work related to developing new opportunities for Rufus. I did this with Tony
and Kevin's blessing and with Bobby and other past band members from the time the band broke
up aware of my handling these matters.

FROM :

PHONE NO. :

Jan. 02 1996 05:54AM P3

1 17. It was soon apparent to me that Rufus had just left business undone and it was affecting
2 the royalty income and other receipts for Rufus. I soon started contacting the record company
3 looking for back payments. I was the only link for information regarding the business of the
4 band. None of the other members of the band took any interest in doing the work.

5 18. In about 1986, after we had seen the favorable reaction to Tony on tour with Chaka and
6 the constant inquiries about Rufus, Tony began to explore reinvigorating the band. By 1986,
7 Bobby had moved to Japan and gave his blessing to Tony to try to get the band back off of the
8 ground. Thereafter, Tony began to perform as Rufus along with Kevin Murphy and later with
9 Bobby Watson.

10 19. For example, I arranged the following performances: Rufus featuring Chaka Khan, that
11 included Tony Maiden at the Los Angeles Coliseum in 1995, the Experience Museum in 1999,
12 and the 2001 reunion tour with Earth, Wind & Fire, 2002 Warner Bros corporate event, 2002
13 Aladdin Hotel, as well as fielding offers for HBO specials, two more tour dates, and ongoing
14 record deals.

15 20. After 1986, when I was trying to get the band going again I had one meeting with Andre
16 Fischer. I did not meet with him as a member of the band. Rather, I met with him in a way that
17 illustrates that he was not a member of the band then, and had not been for sometime, and was
18 not expecting to be included in any other projects as a band member. Specifically, in about
19 1994, I was negotiating as manager of Rufus to put together a greatest hits package for Rufus
20 that might include some new recordings, on which Chaka would sing with the band. I asked
21 Chaka to attend a meeting at MCA/Universal Records with one of their executives to discuss the
22 project. As it turns out, the executive who attended the meeting was none other than Andre
23 Fisher, who was then working at Universal. Chaka only attended to help me and Tony.

24 21. The meeting was polite and rather short and dealt with Universal's desire to release a
25 greatest hits record with Rufus and Chaka Khan. At the time, Andre was not acting on behalf of
Rufus, but on behalf of Universal. I was there representing Rufus. Andre never asserted at that
time that he was still part of Rufus. He spoke for Universal, I spoke for Rufus, and Chaka spoke

FROM :

PHONE NO. :

Jan. 02 1996 05:54AM P4

1 for herself.

2 22. Things really started to heat up in a good way for the band starting in 2000. At that point,
3 I contacted Chaka's manager, Tammy McCrary, regarding a Rufus and Chaka Khan Greatest
4 Hits record, with MCA/Universal Records the proposed budget was \$650,000.00 dollars. In
5 June of 2001, I brought an offer from our agent, Jeff Frasco, at the Creative Artist Agency
6 regarding a \$1.5 million, 30 cities US tour opening for Earth, Wind & Fire ("EWT").

7 23. In 2001, we entered into a formal Limited Liability Company contract with Chaka, called
8 "RFCK" (Rufus Featuring Chaka Khan). The LLC agreement outlined in detail the projects
9 RFCK would undertake, including a reunion tour. (A true and correct copy of the LLC is
10 attached hereto as Exhibit C). RFCK agreed and entered a formal agreement with CAA and
11 the tour commenced on September 1, 2001.

12 24. All negotiations regarding the band's inclusion in the reunion tour were conducted with
13 me, who by then I had become the band's manager. Along with everybody else, Bobby signed
14 the agreement, with me representing Rufus as manager. Andre Fischer was not involved in any
15 way with the reunion tour or any other aspect of the band in which I was involved.

16 25. The Earth, Wind & Fire and RFCK tour was unfortunately interrupted by the tragedy of
17 9/11. There were seven shows that had to be cancelled. RFCK received \$275,000.00 additional
18 money from the insurance company for the cancellation of those seven shows based upon an
19 insurance policy that I and Tammy obtained prior to the tour. The policy insured RFCK for any
20 dates on the tour that did not occur.

21 26. Prior to the tour, Dreamworks Records made a contract offer for a new Rufus/Chaka
22 Khan record featuring all new songs. The proposed budget was over a \$1 million.

23 27. Negotiations with the record labels progressed, and were ongoing in 2002. RFCK,
24 continued to work after the 9/11 attack by finishing the Earth Wind & Fire Tour. The band and
25 Chaka performed additional concerts after the reunion tour. Chaka and the band members all
signed separate agreements for these additional shows with Creative Artists. Bobby Watson
signed and agreed to these upcoming shows as part of Rufus along with Tony Maiden and Kevin

FROM :

PHONE NO. :

Jan. 02 1996 06:10AM P2

1 Murphy.

2 28. Just before we were to appear at one of the additional shows - before the Congressional
3 Black Caucus Foundation, in Washington D.C. on September 14th 2002 - we learned that Bobby
4 Watson, behind everyone's back, had been talking and planning to start a band called Rufus with
5 fired ex-member Andre Fischer. They had contracted to play the same night in Los Angeles at
6 The House of Blues as "Rufus". We were also told by the House of Blues booking agent that
7 Bobby Watson and Andre Fischer had said Tony Maiden would also be a part of that band. This
8 unprofessional conduct by Bobby resulted in his immediate termination from the band. Rufus
9 performed at the Black Caucus event without Bobby Watson.

10 29. Rufus had an exclusive agency agreement with Creative Artist Agency, and Chaka had
11 contracted with Creative Artists to be the exclusive agency for the Rufus/Chaka Khan shows.
12 Creative Artists had committed the band and Chaka to appear that same night at the
13 Congressional Black Caucus. Bobby's conduct compromised my, Tammy's, Rufus', and
14 Chaka's, representations to Creative Artists, and other potential buyer for more shows, as well as
15 the record companies with which we were in negotiations that there was only one Rufus.

16 30. Chaka personally had postponed solo dates to perform with Rufus when the Chaka
17 entered into the LLC agreement with Rufus. Millions of dollars of potential gain were
18 compromised. We all committed to a number of joint efforts during a particular period, all of
19 which were undermined by Bobby and his attempt to perform as "Rufus" contrary to all of our
20 agreements, including his own.

21 31. Andre Fischer hadn't been part of Rufus for nearly 26 years and Bobby Watson could not
22 act for Rufus alone, and should have known that Tony would have nothing to do with Andre.
23 The disruption caused by Bobby's attempt to play with Andre (their fake "Rufus" event was
24 cancelled by The House of Blues when it discovered the true facts).

25 32. Recently, Chaka signed with Sony Records for a solo project. On her solo project, she
included a medley of three Rufus songs. Two of those songs were written by Tony Maiden. The
producers (icons in the music industry, Jimmy Jam and Terry Lewis) of the album and Chaka

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1 agreed that it was important for Tony Maiden to play his signature Rufus guitar parts and sing
2 the duet with me on "Once You Get Started," as they originally did in the 1970s. Chaka said it
3 felt very good to work with Tony, and it resulted in a new collaboration when they wrote a song
4 with Tony for her new album.

5 33. Currently, I am discussing several joint projects for Rufus. The members of Rufus are
6 Kevin and Tony... Live performances and recordings of Rufus and Chaka are extremely
7 marketable. Many of the songs Chaka is known for singing were recorded when she was part of
8 Rufus. Furthermore, many of those songs were written by Tony Maiden and or with Chaka he
9 provides the male lead vocals. The Rufus music is legendary for Chaka's vocals and Tony's
10 guitar and lead male vocals. Rufus is a guitar driven sound, and that sound has been the singular
11 contribution of Tony Maiden since he joined the band. Tony Maiden is the critical band member
12 for any Rufus performance if it is to be consistent with the band's sound and the musician Chaka
13 require and insist upon being there if Chaka is going to perform with Rufus. I never considered
14 either Andre Fischer or Bobby Watson to be key members of Rufus.

15 34. In 1996, Tony and Kevin thought it best to resurrect the band trademark for the band
16 name in part because without that they could not conduct and or take care of old business seeing
17 that all others had either moved out of the country or never played a role in the day to day affairs
18 as Kevin and Tony always did.. The prior trademark, issued to Tony, Kevin and Bobby, had
19 been cancelled as abandoned in 1986. Kevin had held the trademark in his name prior to that as
20 he had founded the band.

21 35. I was the person who worked most on this matter for the band, and for Kevin and Tony.
22 When we first set out to get the trademark again, Kevin provided his agreement by letter that
23 Tony could put the trademark in his name. The letter was filed with the trademark office as part
24 of the application.

25 36. I pursued this matter for years. The trademark office misplaced the file twice, leading to
four years of delay. Each time we pressed the application again. The trademark office reopened
the file and the process started again and all information was resubmitted.

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1 37. At this time, the Application was not opposed by anyone, including Bobby. Bobby was
2 well aware that Tony was conducting business as Rufus and Bobby took a very hands off
3 approach. Tony was actively doing business as Rufus. Bobby did not express any interest in the
4 mark or seeing it reactivated. Bobby didn't even perform with Rufus again until 1999.

5 38. Bobby did not oppose the application for the trademark until after he was fired from the
6 band at which point he had no right to claim the name anyway. He joined with Andre Fischer to
7 oppose the Application, along with Charles Colbert who, to my knowledge he had never been in
8 Rufus. Colbert was not any contracts or recording deals or even pictures that I had reviewed of
9 past members. Andre had been fired in 1975. Now, all it appeared to be was an act of spite by
10 Andre and Bobby, both of whom had been fired from the band.

11 39. I reviewed the Opposition at the time, and I have reviewed recently comparing against
12 the Petition for Cancellation. The Opposition covers the same ground as is covered the same
13 claims.

14 40. We actively prosecuted the application and used Peter Eichler, as our trademark attorney
15 in the process. Our attorney propounded detailed discovery on Fischer, Watson and Colbert. We
16 gave them numerous extensions to allow them to respond. We wrote letter asking for their
17 responses. In the end, no responses to discovery were provided. We moved to compel, and still
18 no responses were made. Ultimately, without any support provided for their claims, the Board
19 dismissed the Fischer, Watson, and Colbert Opposition. The trademark was granted to Tony in
20 September of 2004.

21 41. Andre Fischer and Bobby after 2002, tried to portray themselves as Rufus. They tried to
22 play at places other than the House of Blues. Whenever we learned of these attempts by former
23 band members to misrepresent themselves as Rufus, I contacted the venue or had the venue
24 contacted and provided the actual details. Any time I was able to contact the venue before the
25 performance actually took place, the venue would cancel. Often, I was informed by the venue or
a booking agent that it had been represented that the Rufus that would appear would include
Tony Maiden. In fact, it was always stated to me that the booking would not have taken place if

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1 the venue had known that Tony Maiden was not included. Several times, the venue also
2 informed me that it was represented that Chaka might also appear.

3 42. On the Internet, in July of 2004, Fischer and Watson tried to mount a talent search for the
4 next Chaka Khan portraying themselves as Rufus. When I learned of this site, I contacted the
5 sponsors of the contest, which included ASCAP and Universal Records. When the sponsors
6 learned that Fischer and Watson had no right to use Rufus' name, that they had been fired, that
7 the trademark was in Tony's name, that Tony was not affiliated with the event, and that Rufus
8 (whose catalog was with Universal) would never mount a "replacement" search for the next
9 Chaka Khan, when Chaka was still collaborating with the band. Universal was shocked and
10 immediately withdrew its support, as did ASCAP. The website shut down and the contest went
11 nowhere.

12 43. There were only a few times that I was not able to cause the event with the fake Rufus of
13 Fischer and Watson to be cancelled. In one instance, I learned that Watson and Fischer had
14 appeared in a KCET show called "funk, soul, superstar" featuring bands from 1970's. The
15 broadcast was a live performance in Dover Downs, Delaware on December 8, 2004. I contacted
16 the station and discovered that Fischer and Watson had represented that Tony Maiden would be
17 part of their performance and they might also have Chaka appearing as well. When they arrived
18 at the venue, Fischer and Watson stated to the promoter that Tony Maiden was unavailable.

19 44. Because of the late timing, the incurred expense and with no time to find a replacement
20 before taping, Watson and Fischer were allowed to perform. When the station learned of the
21 falsity of the representations, that the trademark was held by Tony, that Tony was not affiliated
22 with Watson or Fischer, that these two had been fired, it pulled future broadcasts of the
23 performance by Fischer and Watson as the fake Rufus. The station also edited out this
24 performance from the videotape made available for sale thereafter. KCET was extremely upset
25 and to my knowledge promoters of the event were thinking about suing Fisher and Watson for
fraud and the money that they where paid to do the show. KCET is a pledge driven station and
each time I have to go back and undo there careless disregard to the law many suffer including

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1 the real Rufus it puts a bad taste in a buyer's mouth when there's an issue such as this one. Because
2 they had made a great deal of presales of the tape that now had to be cancelled. The distribution
3 was delayed to edit the tape to exclude Fisher and Watson's false portrayal as Rufus.

4 45. We used a prior firm and then Dickstein & Shapiro to write some of these cease and
5 desist letters or to write them for me. We did not hire Dickstein to prosecute or defend a
6 trademark board proceeding because we believed the mark had been granted and the matter was
7 at an end. We would have brought an injunction against Fischer and Watson, but started to
8 receive emails and communications from Watson that he had no intent to proceed as Rufus, or
9 alternatively that he blessed Tony's holding of the mark. Attached hereto as Exhibit D are true
10 and correct copies of emails from Bobby Watson making these statements.

11 46. As it turns out, Watson's emails came before and after Watson and Fischer filed their
12 Petition for Cancellation claiming to actively be performing as Rufus.

13 47. Neither Tony nor I have ever received a copy of the Petition served on us by mail. Our
14 attorney for the Application process, whose address was on file with the Board, did not receive
15 notice, and did not contact us with any information about the Petition. The address on file for us
16 at the trademark office was an old address since we had moved since the trademark had been
17 granted. At the time, I had concern about providing updated address information in fear of
18 Andre Fischer, who has a history of violence. I believed my attorney's contact information was
19 always available and he would be the first point of contact. Fischer and Watson knew how to
20 contact us by phone and email, but I did not want to give them a physical address out of fear of
21 Fischer's temper. At this time, we were actively shutting down performances by Fischer and
22 believed that he was a threat because of our frustration of his attempt to portray himself as Rufus.
23 It was clear that he had no real limits because he was actively ignoring the trademark, and falsely
24 using Tony and Chaka's names to get bookings when he knew that they would never appear with
25 him.

48. I only learned of the Petition late in 2006, when I was searching the web for another
reason and business endeavor of Rufus. I did not see any indication on the site I visited that the

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1 Petition had been served or even that service had been tried. I believed that we would be notified
2 of any action that was necessary. I did not know that a mailing to us had been tried or found
3 undelivered. My attorney from the trademark proceeding had not received any notice. I
4 assumed that the trademark office would either notify us or, more likely, that Petition would be
5 denied given that the same allegations were at issue, and same parties that had been dismissed
6 earlier. We had already proven the allegations of Watson and Fischer to be in error.

7 49. It was not until after I went on the website again later in 2007 that I learned that
8 cancellation had been issued with no mailing having been received by us, or our trademark
9 attorney. Further, this was all taking place at a time when Watson had stated to Tony, that he
10 wanted Tony to have the trademark, which Watson did not consider to be worth anything
11 anyway.

12 50. Once I learned of the cancellation, I began to assemble documents and locate witnesses to
13 prove once and for all that Watson and Fischer were not Rufus, and that their Petition as filled
14 with fabrications and falsehoods.

15 51. I was unfortunately very focused during late 2006, and throughout 2007 with family
16 crises. My father, for whom I was the conservator, was declining rapidly. He needed immediate
17 attention over a period of months. He was put in a home but severely mistreated. My father
18 passed way in April 2007. We had been tending to him at the home since March 2006. Every
19 day, I was the primary care giver my father. The terrible care he received from the nursing home
20 resulted in the need to bring litigation which occupied what little time I had.

21 52. Tony suffered a breakdown in March 2007, hospitalized for nearly two weeks. My father
22 was also in the hospital at the same time. I was literally running from hospital room to hospital
23 room. Tony's frustration about the dealings with Watson and Fischer, as well as watching my
24 father fade away, caused him extreme distress.

25 53. In February 2006, Kevin Murphy was diagnosed with stage two lung cancer in that year
Kevin had surgery to remove part of his lung, then for weeks to follow went through chemo
treatments. He was incapacitated for a long time. He has suffered a number of close calls and

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1 been near death on a number of occasion throughout 2006 and 2007. He spent almost as much
2 time in the hospital as he did recuperating at home. His wife nearly died as well in 2006 as result
3 of her lung disease and polio. I was also helping to care for Kevin financially and physically.

4 54. Kevin could only perform a few shows as Rufus in 2006 and 2007. It was all he could do
5 to play with band. It was not long after our work in 2007 that Kevin required triple bypass
6 surgery on an emergency basis. Even in 2008, Kevin was recently hospitalized and nearly died.

7 55. Fisher and Watson have sent seven to be exact hand written letters countless emails
8 expressing how they would like Tony to join then in there fake Rufus, of which Tony has no
9 desirer to answer them. Not one of them called Kevin with any concern for his well being, after
10 all he is the founding member and without Kevin's vision and open love for music there would
11 not be a band called Rufus. I have watch Tony and Kevin so frustrated with all of this we have
12 done everything ask by the Trademark office and at the end the very guys who truly have no
13 legal claim to the Rufus mark, could very well get away with fraud.

14 56. Through all of this, I worked as hard as time permits to locate the witnesses that would
15 show that Fischer and Watson were not Rufus and were committing fraud. I located former
16 management team members. I had to locate Mark Hodosh. I located Chaka's former husband
17 who lives in Hawaii to obtain his testimony. I worked to find, and review the key documents. I
18 had to deal with the illnesses of Kevin. I had to deal with the unavailability of Chaka. For
19 example, we obtained Chaka's declaration only recently while she is on Broadway with the play
20 "The Color Purple."

21 57. At all times, we were trying to pull together the critical evidence. At all time we were
22 acting with all the diligence we could.

23 58. Also, at all times I was still doing business as dealing Rufus. I was arranging concerts. I
24 was negotiating recording contracts. I was filming a documentary of Rufus. We could stop
25 doing Rufus business but tried to press that as well. At all times, Tony and Kevin who have
always remained with Rufus, and have never been fired, tried to put the best Rufus product out.
Ironically, the successes of Tony and Kevin, and the upcoming collaboration with Chaka could

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1 only serve to promote the band's past catalog and provide financial gain even to Watson and
2 Fischer. Chaka and Rufus are scheduled to appear together in several endeavors for the coming
3 year. One endeavor involves a live recording of Rufus Chaka show that creates a DVD to sell
4 They will appear on a cruise as the headline performers for Jazz Cruise lines. All of the
5 recording deals in 2000-2002 are still on the table and still being negotiated. The labels continue
6 to look to Tony as Rufus.

7 59. This has been a personal, and an emotional strain a financial burden and all of this has
8 caused Tony Maiden to get sick in March 2007. Tony, Kevin and I had thought this issue was
9 finally behind us when the trademark was granted to Tony after almost 8 years. Kevin has been
10 very sick recovering from lung cancer surgery in 2006. In 2007, he had to be rushed to receive
11 emergency bypass surgery following a rehearsal. Kevin spent extended periods in the hospital.
12 His wife has also been ill and is now confined to a wheel chair.

13 60. I declare under penalty of perjury under the laws of the State of California and the laws
14 of the United States of America that the foregoing is true and correct.

15 Executed this 28 day of January, 2007, at Big Bear Lake, California

16
17 Mitchaelle Maiden

18 MITCHAELE MAIDEN
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Exhibit 4

Exhibit A

EXCLUSIVE PERSONAL MANAGEMENT AGREEMENT

THIS EXCLUSIVE PERSONAL MANAGEMENT AGREEMENT (the "Agreement") is made and entered into as of this 21st day of December, 2000, by and between MITCHAELE MAIDEN MANAGEMENT ("Manager"), whose address is 9255 Sunset Boulevard, Suite 411, Los Angeles, California 90069, on the one hand, and TONY MAIDEN, located at 20544 Ventura Boulevard, Suite 217, Woodland Hills, California, 91364, BOBBY WATSON, located at 829 West 17th Street, San Pedro, California, 90731; JOHN ROBINSON, located at 1983 Nowak Avenue, Thousand Oaks, California, 91360; and KEVIN MURPHY, located at 6013 10th Street North, Oakdale, Minnesota, 55128, individually and professionally known as "RUFUS" (collectively, "Artist"), on the other hand, with reference to the following facts:

A. Manager is a "personal manager" in the business of guiding and advising artists in connection with their careers in the Entertainment Industry; as used herein, the term "Entertainment Industry" includes, without limitation, the fields of motion pictures, television, stage, merchandising, endorsements, commercials, personal appearances and all other activities and interests, including so-called "packaging", in any way connected with or appurtenant to the entertainment industry and related fields, including, without limitation, any and all activities as a producer, songwriter, arranger, singer, performer and recording artist in the music industry.

B. Artist is or may hereafter become active as an entertainer, performer and/or in other capacities in the Entertainment Industry.

C. Artist now desires to obtain the counsel and advice of Manager in regard to Artist's career in the Entertainment Industry. This Agreement is not for the exclusive services of Manager and Artist understands that Manager performs the same or similar services for others, so long as such services do not materially interfere with Manager's services to Artist hereunder; however, Artist shall not engage any other person, firm or corporation to render the same or similar services as Manager during the Term (as defined herein) of this Agreement.

D. Artist has heretofore formed or may hereafter form one or more corporations for the purpose of lending and exploiting Artist's services; wherever the term "Artist" is used herein, the same shall be deemed to apply to any corporations or other business entities owned or controlled by Artist during the term hereof and utilized for the purpose of exploiting or lending Artist's services solely in connection with the Entertainment Industry.

Accordingly, the parties do hereby agree as follows:

1. Term - The term of this Agreement shall be for a period commencing on the date set forth hereinabove and shall continue until delivery, release and conclusion of the touring cycle for Artist's second album recorded in connection with Rufus' reunion, but in no event less than a minimum of one (1) year after the U.S. release of Artist's second album (the "Term"). Notwithstanding the foregoing, in the event that Manager is unable to secure a recording agreement for Artist's services in connection with the sale of phonorecords or DVDs within six (6) months of the commencement of the Term hereof, Artist shall have the right to terminate this Agreement upon thirty (30) days' written notice to Manager.

2. Services - As and when requested by Artist during and throughout the Term hereof, Manager agrees to advise and counsel Artist in all aspects of Artist's career, including: (a) the selection of literary and artistic material; (b) public relations; (c) the adoption of proper formats for presentation of Artist's talents; (d) the selection of artistic talent to assist, accompany or embellish

Artist's presentation; (e) general practices in the Entertainment Industry; and (f) the terms upon which Artist shall render services to third parties. Artist agrees to promptly refer to Manager and to instruct booking agents and all other parties to refer to Manager for advice and counsel all verbal and written leads, communications or requests in connection with all engagements and arrangements whereby Artist's name, likeness, voice, services or talents are referred to or utilized or which are otherwise within the scope of this Agreement. Artist agrees that Artist's failure during the Term hereof to continue to seek Manager's services shall not in any manner affect Artist's obligations to pay commissions and other monies to Manager as set forth herein. ARTIST UNDERSTANDS AND ACKNOWLEDGES THAT MANAGER IS PROHIBITED FROM PROCURING, OFFERING, PROMISING, OR ATTEMPTING TO PROCURE EMPLOYMENT OR ENGAGEMENTS FOR ARTIST AND CARRYING OUT OTHER ACTIVITIES FOR WHICH APPROPRIATE LICENSES ARE REQUIRED BY THE STATE OF CALIFORNIA, THE STATE OF NEW YORK, OR OTHER JURISDICTIONS. ARTIST ACKNOWLEDGES THAT MANAGER IS NOT LICENSED TO PRACTICE AS AN AGENT UNDER ANY STATUTE AND THAT MANAGER HAS NOT, EITHER AS AN INDUCEMENT TO ARTIST TO ENTER INTO THIS AGREEMENT, OR UNDER THIS AGREEMENT, PROCURED, OFFERED, PROMISED OR ATTEMPTED TO PROCURE EMPLOYMENT OR ENGAGEMENTS FOR ARTIST. Artist agrees that throughout the Term hereof, Artist will employ agents who are licensed to solicit employment and engagements for Artist.

3. Authority - During the Term of this Agreement and any extensions and renewals thereof, if any, Manager is irrevocably authorized by Artist to act on Artist's behalf as Artist's attorney-in-fact, coupled with an interest, to do all the following:

(a) approve and permit the use of Artist's name, photograph, likeness, voice, sound effects, caricatures and literary, artistic and musical material for purposes of advertising and publicity after obtaining the prior approval of Artist;

(b) subject to Artist's approval of the terms, and only where Artist is unavailable to do so, to execute for Artist in Artist's name and/or on Artist's behalf any and all agreements, documents and contracts for live appearance "one-nighters" or a series of live appearance "one-nighters" not to exceed three (3) consecutive nights at any particular venue, provided Artist is unable to execute such agreements, documents and contracts; and,

(c) after obtaining the prior written approval of Artist, or at the direction of Artist, engage as well as discharge and/or direct for Artist, and in Artist's name, accountants, talent agencies, public relations firms and lawyers, as well as other persons, firms and corporations who may be retained in connection with Artist's artistic, business and financial affairs in the Entertainment Industry.

4. Collection of Income - At all times during the Term hereof, Artist will select a certified public accountant (sometimes herein called the "Accountant"), which Accountant shall be engaged at Artist's sole cost and expense. The Accountant shall collect and receive, on Artist's

behalf, all of Artist's Gross Monies hereunder, and deposit such Gross Monies in one or more separate segregated bank accounts in Artist's name. The Accountant and any and all successors shall acknowledge and assume all of the obligations under this Agreement that relate to the Accountant's function; however, Artist shall still be responsible for the payment of Manager's Commissions (as defined in paragraph 5) hereunder. In this connection, Artist shall notify and direct any and all third parties to pay all Gross Monies payable to Artist directly to the Accountant. Furthermore, Artist shall authorize, direct and cause the Accountant to pay Manager her Commissions and any reimbursement or payment of expenses due to Manager hereunder, together with a written accounting statement based upon any third-party source statements, on the first day of each month during any such period that monies are due from Artist to Manager hereunder or within thirty (30) days after receipt of said monies by the Accountant, whichever is earlier. Said accounting statements shall, among other things, set forth all Gross Monies received by the Accountant on Artist's behalf hereunder, specify the source thereof and the deductions therefrom for Manager's Commissions payable hereunder.

5. Compensation - Pursuant to paragraph 4, hereinabove, Artist agrees to pay a "Commission" to Manager in an amount equal to ten percent (10%) of all Gross Monies earned and/or actually received by or on behalf of Artist or for Artist's account derived from Artist's activities in the Entertainment Industry.

(a) The term "Gross Monies" as used herein shall mean any and all sums, monies or other consideration (without any exclusion or deduction except as provided for herein) which Artist earns and/or actually receives as a result of the exploitation of Artist's activities and/or services in and throughout the Entertainment Industry during the Term, whether as a musical performer, writer, composer, author, publisher of musical compositions written by Artist, lyricist, singer, musician, technician, engineer, record producer (except as provided elsewhere herein), director or supervisor, and including, without limitation, any and all gross sums and/or monies resulting from the use of Artist's musical talents and/or other creative talents, and the results and proceeds thereof. Without in any manner limiting the foregoing, the Commission shall be payable with respect to Gross Monies received by Artist or on Artist's behalf derived from any and all of Artist's musical or acting activities exploited during the Term in connection with motion pictures, television, radio, musical material, theatrical engagements, personal appearances, public appearances in places of amusement and entertainment, records and recordings, publications and the use of Artist's name(s), likenesses) and talents for purposes of advertising and trade.

(b) The term "Gross Monies or other considerations" as used herein shall include, without limitation, salaries, earnings, fees, royalties, bonuses, shares of profit and other participation, shares of stock, partnership interests, percentages and the total amount paid to Artist for a packaged television or radio program (live or recorded), motion picture, or other entertainment package, earned or received directly or indirectly by Artist or Artist's heirs, executors, administrators or assigns on Artist's behalf, or by any other person, firm or corporation on Artist's behalf as a result of the exploitation of Artist's services in the Entertainment Industry during the Term. The term "Gross Monies" shall also include any payments received by Artist during the Term for termination of a contract, agreement or employment, or any monies or property recovered in connection with any litigation or arbitration commenced during the Term pertaining to such contract, agreement or employment and any amounts paid by Artist's employer or party with whom Artist has a contract or agreement, directly to Artist's creditors, either by virtue of legal process or otherwise, or paid to any person on Artist's behalf, less any reasonable costs and expenses paid by

Artist in connection with any such recovery, including, without limitation, court costs and reasonable attorneys' fees. In the event that Artist receives as all or part of Artist's compensation for activities hereunder, real property, personal property, stock or the right to buy stock in any third-party corporation, or in the event that Artist becomes the packager or owner of all or part of an entertainment property, whether as an individual proprietor, stockholder, partner, joint venturer or otherwise, Manager's Commission shall apply to Artist's entitlement to such real property, personal property, stock, right to buy stock, individual proprietorships, partnerships, joint ventures or other forms of interest, and Manager shall be entitled to Manager's percentage share thereof. Should Artist be required to make any payment for such interest, Manager will pay Manager's percentage share of such payment, unless Manager elects not to acquire Manager's percentage share thereof. In the event Manager shall elect not to pay Manager's percentage share thereof, such election shall be deemed a waiver by Manager of Manager's percentage share of such interest and profits therefrom.

(c) Artist acknowledges and agrees that Manager shall be entitled to the payment of a Commission in an amount equal to ten percent (10%) of Artist's Gross Monies, in perpetuity, following the expiration of the Term hereof solely to the extent such Gross Monies are derived from the exploitation of (a) master recordings and videos recorded and commercially exploited during the Term hereof or within one hundred and eighty (180) days after the expiration of the Term hereof, (b) musical compositions written during the Term hereof to the extent such musical compositions are recorded and commercially exploited during the Term hereof or within one hundred and eighty (180) days after the expiration of the Term hereof, and (c) any other products created or substantially created and initially released during the Term hereof or within one hundred and eighty (180) days after the expiration of the Term hereof and/or services rendered and commercially exploited during the Term hereof or within one hundred and eighty (180) days after the expiration of the Term hereof.

Gross Monies, which are commissionable by Manager, shall not include:

(i) Monies actually paid by Artist or on Artist's behalf and credited against the account of Artist or on Artist's behalf to third party producers, directors, engineers or mixers for such third party's services in connection with the production of phonograph recordings or videos embodying Artist's performances as a featured recording artist;

(ii) Monies actually paid by Artist or on Artist's behalf and credited against the account of Artist, to a third party writer, co-writer, co-author and/or co-publisher of a musical composition in connection with such third party's capacity as co-publisher of such musical composition and/or in connection with such third party's services as a writer or co-writer of such musical composition;

(iii) Monies actually paid by Artist or on Artist's behalf and credited against the account of Artist, or any third party for actual recording costs of master recordings embodying Artist's performances;

(iv) Monies actually paid by Artist or on Artist's behalf and credited against the account of Artist, by Artist's record company for independent promotion, marketing or publicity costs;

(v) Monies actually paid by Artist or on Artist's behalf and credited against the account of Artist, for production costs incurred in connection with the filming, taping or other permanent fixation of audio-visual reproductions of Artist's performances;

(vi) Monies received by any individual member of Artist or on such member's behalf for services rendered or products created or substantially created by such member of Artist in connection with his career as a recording artist, session musician, vocalist and/or songwriter unrelated to the musical group "Rufus," unless such member requests Manager to render personal management services to such member in connection therewith;

(vii) Monies received by Artist or on Artist's behalf from Artist's record company as so-called "deficit tour support" (which shall be defined as monies received by Artist from Artist's record company, including per diems, which are actually used to offset a deficit incurred by Artist in connection with any personal appearance concert engagement or tour);

(viii) Costs incurred in connection with "sound and light" facilities and equipment as a result of Artist's concert or other appearances;

(ix) Costs incurred in connection with "opening" acts employed or retained by Artist to appear before Artist at a concert or other appearances of Artist;

(x) Monies or other consideration earned or received by Artist from passive investments (i.e., investments in or loans to any projects or properties where Artist renders no entertainment services); and,

(xi) Income as a result of employment by Manager or a wholly owned entity.

6. Manager Expenses - Artist shall promptly reimburse Manager for any actual out-of-pocket costs and expenses, including, without limitation, round trip travel expenses and first-class hotel accommodations, actually incurred by Manager in carrying on her activities hereunder after receipt of monthly itemized statements sent to Artist setting forth the expenses incurred hereunder, provided that:

(a) Artist will not be responsible for any portion of Manager's overhead expenses;

(b) Manager shall not incur any single expense in excess of Seven Hundred and Fifty Dollars (\$750.00), without Artist's prior consent;

(c) Manager shall not incur aggregate monthly expenses in excess of One Thousand Five Hundred Dollars (\$1,500.00), without Artist's prior consent; and/or,

(d) All travel expenses must be pre-approved by Artist in writing, where feasible.

In the event that Manager is required to travel by airplane for two (2) hours or more on Artist's behalf, Artist agrees to pay or provide Manager with a business-class or better round trip airfare. In the event that Artist is unable to obtain a business-class roundtrip airfare for Manager, Artist agrees

to pay or provide Manager with a first-class roundtrip airfare. Notwithstanding the foregoing, if Manager is required to accompany Artist on one or more promotional and/or live appearances and travel by airplane, Manager shall travel and be provided with airfare comparable to the air accommodations utilized by or provided to Artist in connection with such promotional and/or live appearances.

7. Warranties and Representations; Indemnification - Artist represents and warrants that Artist has the right and authority to enter into and fully perform Artist's obligations under this Agreement, and that Artist has not entered nor will hereafter enter into any agreement(s) inconsistent herewith. Manager represents and warrants that she is not under any disability restriction or prohibition, either contractual or otherwise, with respect to Manager's right to execute this Agreement or to fully perform her obligations and duties hereunder. Artist and Manager shall each hold the other and their successors, licensees, assigns, shareholders, directors, officers, agents and employees of Artist and Manager free, safe and harmless from and against any claims, actions, causes of action, liabilities, settlements, judgments, losses and/or damages, including reasonable attorney's fees and court costs, whether incurred before or after the entry of judgment, which such party may suffer or incur by reason of the breach of any of the representations, warranties or covenants made by Artist or Manager in this Agreement.

8. Assignment - Manager shall have the right to assign this Agreement, in whole or in part, to any subsidiary, parent company, affiliate, or to any third party acquiring all or substantially all of his company's assets or stock, provided that Mitchaelle Maiden continues to remain primarily involved in the day-to-day activities of Artist's career. Artist shall not have the right to assign this Agreement, and agrees that during the Term of this Agreement, shall not assign, sell, convey, pledge, or otherwise dispose of any property rights in Artist's trade or personal names, by stock interest, wage assignments, partnerships or percentage or otherwise without the prior written consent of Manager.

9. Arbitration - In the event of any dispute under or relating to the terms of this Agreement, or the breach, validity or legality thereof (herein "Claim"), it is agreed that same shall be submitted to binding arbitration before the American Arbitration Association in the County of Los Angeles, State of California, in accordance with California Code of Civil Procedure Section 1280, et seq., and the rules promulgated by the said association, including the right to conduct discovery and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof in the County of Los Angeles, State of California. Any claims of fraud shall be excluded from the arbitration process and shall be submitted to any federal or state court having jurisdiction located in the County of Los Angeles, State of California. The prevailing party in said binding arbitration shall be entitled to recover any and all reasonable attorney's fees and other costs incurred in the enforcement of the terms of this Agreement or for the breach thereof, whether incurred before or after the entry of judgment. This arbitration provision shall remain in full force and effect notwithstanding the nature of any Claim or defense hereunder.

10. Severability - If any provision hereof shall for any reason be illegal or unenforceable, such illegality or unenforceability shall not affect the validity of the remaining portions and provisions hereof; provided, however, if any such invalidity, illegality or unenforceability materially affects Manager's right to compensation hereunder, Manager may at any time thereafter terminate the Term of this Agreement.

11. Independent Counsel - Each of the parties hereto warrants and represents that in executing this Agreement, he or she has relied solely upon his or her own judgment, belief and knowledge, and the advice and recommendation of his or her own independently selected and retained counsel, concerning the nature, extent and duration of his or her rights and obligations, and that he or she has not been influenced to any extent whatsoever in executing this Agreement by any representations or statements with respect to any matters made by any party or representative of any party not contained herein.

12. Conflicting Interest - Waiver of Commission

(a) From time to time during the Term hereof, Manager and/or other persons or entities owned and/or controlled, directly or indirectly by Manager, or Manager's partners, shareholders, officers, directors and employees, whether acting alone or in association with others, may package an entertainment program in which Artist is employed as an artist, or may act as the entrepreneur or promoter of an entertainment program in which Artist is employed as an artist, or may act as the entrepreneur or promoter of an entertainment program in which Artist is employed as an artist, or may employ Artist in connection with the production of phonograph records, or as a songwriter, composer, arranger or otherwise in connection with the creation of literary or musical works. Such activity on Manager's part shall not be or be deemed to be a breach of this Agreement or of Manager's fiduciary obligations and duties to Artist, and shall not in any way affect Manager's right to commissions hereunder in all instances not covered by the following exceptions. However, Manager shall not be entitled to commissions from Artist in connection with any gross monies or other considerations derived by Artist (i) from any employment or agreement where under Artist is employed by Manager or by any person, firm or corporation owned or controlled by Manager, or by any of Manager's partners, shareholders, officers, directors or employees, as (A) the package agent for the entertainment program in which Artist is so employed, (B) by music or literary publisher, or otherwise, or (ii) from the sale, license or grant of any literary or musical rights to Manager or any person, firm or corporation owned or controlled by Manager. Further, Manager shall not render nor shall Manager be obligated to render the personal management services contemplated in this Agreement with respect to the aforesaid non-commissionable employment, agreements, sales, licenses and grants, in connection with which Artist shall have the right to seek and retain independent management advice. Moreover, Artist shall be absolutely free to enter into any such employment, agreements, sales, licenses or grants, or to refrain therefrom, in Artist's sole discretion.

(b) Nothing contained in subparagraph (a) hereof shall be construed to excuse Artist from the payment of commissions upon gross monies or other considerations derived by Artist from his employment or any sale, license or grant of rights in connection with any entertainment program, phonograph record, or other matter merely because Manager or any of Manager's partners, shareholders, officers, directors or employees are also employed in connection therewith as a producer, director, conductor, or in some other management or supervisory capacity, but not as Artist's employer, grantee or licensee.

13. Miscellaneous - This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. No modification, amendment, waiver, termination or discharge of this Agreement or any provision hereof shall be binding upon the parties unless confirmed by a written instrument executed by the party sought to be charged. Each party at his or her sole cost and expense shall have the right to audit and copy the books and records of the other

party and/or the Accountant of Artist relating to any Gross Monies received and/or earned hereunder or any costs and expenses incurred, upon thirty (30) days' written notice, during normal business hours and not more than once annually. This Agreement shall be deemed to be executed in the State of California and shall be construed under and by virtue of the laws of the State of California, applicable to agreements to be wholly performed in the State of California. Any notices required hereunder shall be deemed sent on the date of personal delivery or FAXing or three (3) days after the date such notice is sent by certified mail, return receipt requested, to the parties hereto at the addresses designated herein or such other addresses as the parties may hereafter designate in writing. A courtesy copy of all notices sent to Manager hereunder shall be sent to Troop Steuber Pasich Reddick & Tobey, LLP, Attention: David A. Helfant, located at 2029 Century Park East, 24th Floor, Los Angeles, California 90067-3010, or such other address as may be designated in writing. No failure by either party hereto to perform any of his or her obligations hereunder shall be deemed a material breach of this Agreement, unless the non-breaching party has given written notice of such failure to the breaching party and such party does not cure such non-performance within thirty (30) days after receipt of such written notice.

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IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date first above written in Los Angeles, California.

MITCHAELE MAIDEN MANAGEMENT
("Manager")

Mitchaele Maiden

Tony Maiden

TONY MAIDEN

Social Security No.: 560-74-7827

Date of Birth: June 17, 1949

Bobby Watson

BOBBY WATSON

Social Security No.: 557-70-4562

Date of Birth: February 24, 1950

John Robinson

JOHN ROBINSON

Social Security No.: 485-70-9053

Date of Birth: December 29, 1954

Kevin Murphy

KEVIN MURPHY

Social Security No.: 477-46-5650

Date of Birth: September 21, 1943

Individually and professionally known as
"RUFUS"

Exhibit B

Exhibit B

FROM :

PHONE NO. :

Jan. 01 1996 08:32PM P1

BETTER DAYS 107

"Is Rufus a group," began a *Rolling Stone* review of *Rufusized*, "or is it Chaka Khan with a backup band? That's a tough one."

Yeah, and stuff like that made it tougher and tougher to maintain group morale. Things had definitely gotten more tense with Rufus because of all the attention I got. Plus, we bickered more and more over material, especially over my desire to do more jazz. Things went from bad to worse when Richard went to check out what was up with "Better Days" during the making of *Ask Rufus*. Not only had Richard written "Better Days," but his father played on that track as well. So, naturally, Richard was curious about how it was going.

Richard
Holland
Chaka
Husband

Andre Fisher Exit from Rufus

Andre was at the console when Richard entered the studio. While listening to the playback and the piano, Richard commented on how good things sounded. After a beat, he left the studio to hang out in the green room.

About five minutes later, Andre went down the hall to find him.

"Can I talk to you for a minute?"

"Sure."

For some reason, they took their talk into a restroom that was about the size of a closet. Once there, Andre sounded off on Richard with something to the effect of, "Don't you ever tell me what to do!" The next thing Richard knew, Andre coldcocked him.

Andre continued to pound Richard's head. The room was so tight that Richard was helpless to avoid the blows. Andre, about six feet five inches, weighed roughly 350 pounds; Richard was about five feet nine inches and 140.

Richard's screams were so loud that they registered on the monitor inside the studio. Long story short: When I got to the bathroom, I went upside Andre's head with a Courvoisier bottle (which didn't break, like it does in the movies). And next, Andre was all over me. By then, a roadie and some of the guys in the band were on the scene, too.

FROM :

PHONE NO. :

Jan. 01 1996 08:33PM P2

108 CHAKA!

That wasn't the first time the guys had to pull André off me. We'd had an incident during our first run at Whisky A Go-Go, when we were on the bill with zany Iggy Pop, notorious for peeing on the audience, breaking bottles onstage, and doing other really weird stuff.

At Whisky A Go-Go, Rufus would do a set, then Iggy, then Rufus, then Iggy. On one night, we had been asked to do a double show because Iggy had gone too far in his first set and cut himself pretty badly. I was game to do a double—as long as we got Iggy's money. André thought we should be grateful for the extra stage time with or without extra pay. When I stood my ground, André literally jumped all over me—pregnant with Milini. If the rest of the band hadn't been there to pull him off... I don't want to think about what might have happened.

Richard wanted to sue André for attacking him, but our manager and the rest of the band members talked him out of it. We were about to release an album. A family feud would be bad publicity.

A few weeks later, our "happy family" was at the Grammys with about a thousand people and the guys—the Bobs, agents, whoever—keeping distance between André and Richard. Richard's bandaged head was swollen to the size of a basketball, and his eyes were black and blue.

André was soon out of Rufus. I had had it. I told the guys they had to choose: André or me. And I never spoke to André again. Sadly, when he later married Natalie, I sort of lost a friend. We would always be there for each other, and I never stopped loving her. But I could be only so close to her, spend only so much time with her as long as she was with André.

André's ouster is how John Robinson came to be our drummer. Soon, we also had another keyboardist (and damned good songwriter) Dave Wolinski, a.k.a. "Hawk."

The new guys were cool. But needless to say, after the incident with André, I was having even less of a good time with Rufus.

Chaka was the start of my declaration of independence.

Chaka
declares
his
choice
André
or
me!

Exhibit C

Exhibit C

82/24/1996 18:48 8187553267
 NOV-26-2002 10:10

EARTH SONG

PAGE 82

COSTELL & CORNELIUS	
LAW CORPORATION	
	1899 OCEAN AVENUE, SUITE 400 SANTA MONICA, CALIFORNIA 90401 TELEPHONE: (310) 458-5959 FACSIMILE: (310) 458-7959 www.costell-law.com

FACSIMILE COVER SHEET

RE: Earth Song, Rufus Reunion; 5019.613

TO: Tammy McGary

FROM: Jeffrey Lee Costell

DATE: November 26, 2002

FAX NO.: (818) 755-3267

COMMENTS: PER YOUR REQUEST, PLEASE FIND THE EXECUTED DEAL MEMORANDUM.
 THANK YOU, JEFF.

IMPORTANT --- THIS TRANSMISSION (INCLUDING ALL ATTACHED PAGES) IS INTENDED ONLY FOR USE OF THE NAMED ADDRESSEES, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED OR EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF YOU ARE NOT A NAMED ADDRESSEE, YOU ARE HEREBY NOTIFIED THAT ANY USE, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS TRANSMISSION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE DESTROY ALL COPIES AND NOTIFY US IMMEDIATELY AT THIS TELEPHONE NUMBER: (310) 458-5959.

NUMBER OF PAGES TRANSMITTED (including this page): 10 (ten)

IF YOU DO NOT RECEIVE ALL PAGES, OR IF THEY ARE NOT LEGIBLE, PLEASE CALL US IMMEDIATELY AT (310) 458-5959.

02/24/1996 12:48 5187553267
1477-20-4024 15.15

EARTH SONG

PAGE 83

DEAL MEMORANDUM

THIS DEAL MEMORANDUM (the "Agreement") dated as of June 1, 2001, when signed by all parties hereto, shall confirm the material terms and conditions for the formation of a joint venture (the "Venture") on the following terms and conditions, which Venture shall form a limited liability company (the "LLC") between Earth Song Entertainment, Inc. ("Earth Song"), a California corporation providing the services of Chaka Khan ("Khan"), on the one hand, and Tony Maiden, Kevin Murphy, John Robinson, and Bobby Watson, individually and professionally known as "Rufus" (collectively, "Rufus"), on the other hand. Earth Song and Rufus shall sometimes be collectively referred to as the "Group." It is contemplated by and between the parties hereto that a long form operating agreement for the LLC will be diligently negotiated and executed incorporating all of the terms and conditions contained herein, as well as such additional terms as are standard and customary in the music industry which are consistent with the intent expressed herein, subject to good faith negotiations between the parties hereto; provided, however, until such time as a more formal agreement is entered into, if at all, this Agreement shall be deemed a binding and enforceable agreement by and between the parties hereto.

1. Purpose of the LLC. The purpose of the LLC is to create, produce, sell and exploit master sound recordings of the Group only (the "Masters"), and to engage in certain ancillary and entertainment-related activities related to the Rufus Reunion Project as follows: "live" engagements, television appearances, corporate sponsorship, merchandising, and home video devices to the public throughout the universe (collectively, the "LLC Activities"). The LLC shall maintain its principal place of business and office in the County of Los Angeles, State of California.

2. Ownership of Assets from LLC Activities. During the Term (as defined herein below) of this Agreement, each member of the Group shall grant to the LLC and its assigns, distributors, licensees and affiliates, all right, title and interest in and to the Masters and the LLC Activities for the LLC and the right to create, produce, sell, market, distribute and exploit any and all of the Masters and the results and proceeds from the LLC Activities to the public throughout the universe (the "Territory"). In addition, each member of the Group shall grant to the LLC the non-exclusive right to use his or her name(s), approved likenesses and approved biographical materials in connection with any of the LLC Activities. Ownership of the musical compositions embodied in the Masters created during the Term hereof shall remain the sole property of each individual songwriter and/or music publisher involved in such musical compositions.

3. Term.

- (a) The initial term of this Agreement (the "Initial Term") shall be for a period of seven (7) months, commencing as of June 1, 2001, through December 31, 2001; provided, however, that, at the option of Earth Song

- (b) In the event that all of the foregoing events set forth in Paragraphs 3(a)(i) through (v), above, occur within the Initial Term (or, despite not having occurred, the Initial Termination Rights are not exercised at any time by Earth Song or Rufus), the Initial Term shall be extended for an additional six (6) month period (the "First Term Extension"), commencing on January 1, 2002, through June 30, 2002; provided, however, that, at the option of Earth Song or, (except with respect to subparagraphs 3(b)(ii) and (iii), below), at the option of Rufus (exercised in writing), this Agreement may be terminated sooner (the "First Extension Termination Rights") in the event that any of the following events do not occur within the time frames specified below:

4. Scope of Services To Be Rendered To The LLC and Solo Activities Of Khan. Each member of the Group shall devote sufficient time and services to the LLC necessary to perform all obligations under this Agreement and any third party agreements entered into by the LLC. It is expressly acknowledged and understood by the members

5. Commitment of Each Group Member. During the Term of this Agreement, notwithstanding anything to the contrary contained in this Agreement or any other agreement, each member of the Group shall only be obligated to render to the LLC or the Group those services necessary to do the following: (i) to record Masters sufficient to fulfill the Group's obligations under the Recording Agreement with respect to one album thereunder; (ii) to perform for the EW&F Tour and the Summer 2002 Tour (to the extent that the same are actually booked pursuant to agreements approved, in writing, by Rufus and Earth Song); and (iii) to perform the terms and conditions of any agreements entered into by the LLC on behalf of the Group. In the event that Earth Song gives its voluntary written consent, in its sole and unfettered discretion, to record more than one album under the Recording Agreement ("Additional Albums") and such Additional Albums are, in fact, recorded and released, then Earth Song and Rufus shall provide touring, promotional and merchandising services to the LLC relating to any such Additional Albums, in the same manner as provided for with respect to the first album and under the same terms and conditions provided for in this Agreement.

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EARTH SONG

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6. Authority of LLC to Enter Into Third-Party Agreements. The LLC shall not be authorized to enter into the Recording Agreement for the Group's exclusive recording services with a major record distributor (the "Distributor"), or with any other party relating to the Masters, or any other agreements with any third parties, without the express written consent of Earth Song and the members of Rufus. MCA Records, a division of the Universal Music Group, is hereby approved as an acceptable Distributor. At the written election of any of the members of the LLC, the Recording Agreement shall not be entered into by the LLC; but, rather, shall be entered into by Earth Song and the individual members of Rufus. In the event of such election, Earth Song and the individual members shall irrevocably and unconditionally assign to the LLC the right to receive any sums which are due, payable and/or paid under the Recording Agreement and shall issue irrevocable written payment direction to the Distributor accordingly.

7. Members and Managing Members of LLC. Each member of the Group shall be a Member of the LLC. All day-to-day decisions shall be made by the Managing Members of the LLC. Notwithstanding the foregoing, in the event that a unanimous decision can not be reached by the Managing Members of the LLC on any decision which needs to be made on behalf of the LLC, then and in such event, the decision shall be made by unanimous decision, in writing, of Earth Song and the members of Rufus. In the event that no such unanimous decision is reached within a reasonable time under the circumstances, then the matter shall be submitted to binding arbitration with the AAA, Los Angeles, California, under the Commercial Rules of the AAA, in front of a single arbitrator. The Managing Members of the LLC shall be Tammy McCrary on behalf of Earth Song and Mitchaëlle Maiden on behalf of Rufus (collectively, the "Managers"). Any other rights and obligations of the Members shall be delineated in the Operating Agreement for the LLC, in the manner described in the preface to this Agreement.

8. Personal Managers; Attorneys. The LLC shall engage an attorney (to be selected by the Managers) to render legal services on behalf of the LLC in connection with the LLC Activities. The parties hereto acknowledge that Costell & Cornelius Law Corporation shall be engaged to form the LLC and draft the Operating Agreement and any related initial formation documents for the LLC on behalf of Earth Song, but that Akin, Gump, Strauss, Flauer & Feld, LLP shall negotiate the same on behalf of Rufus and the same shall be subject to approval, in writing, by Earth Song and Rufus, and their respective legal counsel. Each party shall initially pay the legal fees and costs of their respective counsel in connection with the foregoing but, if and when LLC funds become available, the parties shall be entitled to reimbursement for the reasonable amount of the legal fees and costs so paid. The parties shall each bear one-half of the initial formation costs for the LLC which are payable to the government or third parties, such as Secretary of State filing fees and the initial Franchise Tax Board tax deposit, subject to reimbursement as described above. The parties hereto acknowledge that as of the date hereof Tammy McCrary is the personal manager for Chaka Khan and Mitchaëlle Maiden is the personal manager for Rufus.

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MAY-25-1996 10:10

EARTH SONG

PAGE 08

9. Capital Contributions; Capital Accounts. Upon formation of the LLC, Earth Song shall be obligated to contribute to the LLC an initial capital contribution in the sum of Two Hundred Fifty Dollars (\$250.00) and each member of Rufus shall be obligated to contribute to the LLC an initial capital contribution of in the sum of Two Hundred Fifty Dollars (\$250.00). The LLC shall maintain capital accounts for each member of the Group in accordance with the Internal Revenue Code of 1986, as amended. Each member's capital account shall be initially credited with the required initial capital contribution. There shall be no further capital calls of any kind and no member of the LLC shall be entitled to make any additional capital contribution or loan to the LLC or be reimbursed for any advances made to the LLC without advance written consent of all of the members of the LLC. Except as expressly approved, in writing and in advance by all members of the LLC, the LLC shall not incur any obligations or liabilities and all expenses of the LLC shall be paid from advance monies or other income received from third parties.

10. Cash Distributions to the Members of the LLC. The LLC shall distribute from the Revenue Account(s), as defined hereinbelow, for all receipts on account of the Masters and/or the LLC Activities, including, without limitation, corporate sponsorship monies, promotional revenues and all advances and revenues from the Recording Agreement, forty-five percent (45%) of all Distributable Cash to Earth Song and fifty-five percent (55%) of all Distributable Cash to the remaining members of Rufus in equal shares. Notwithstanding the foregoing, Earth Song shall be entitled to receive forty percent (40%) of all Distributable Cash received by the LLC in connection with the Group's touring activities, as well as any Distributable Cash from merchandising, sixty percent (60%) thereof shall go to the remaining members of Rufus in equal shares. The term "Distributable Cash" as used herein shall mean the amount of cash that the Managers deem available for distribution in the exercise of reasonable discretion, taking into account all of the LLC debts, liabilities and obligations then due and owing that the Managers deem, in good faith, necessary to be paid and/or placed into reserves for customary and usual claims, and anticipated cash requirements with respect to the LLC's ongoing business activities. The parties hereto agree that the LLC shall be entitled to pay any and all LLC expenses "off the top" prior to the payment of Distributable Cash to the Members of the LLC, as determined by the Managers.

11. Collection of Income; Books and Records. Any and all gross monies and receipts received by the LLC in connection with LLC Activities shall be deposited in one or more commercial bank accounts maintained on behalf of the LLC in Los Angeles, California (the "Revenue Account(s)"), as selected and overseen by the Managers. During the Term hereof, and except as otherwise provided for herein and in the Recording Agreement, the LLC shall be authorized to collect and receive, or a certified public accountant mutually selected by Earth Song and Rufus and engaged by the LLC shall receive and collect on the LLC's behalf, any and all gross monies and receipts derived from the sale and/or exploitation of the Masters and/or in connection with any and all of the LLC Activities. The LLC shall maintain at its principal place of business accurate books and records that reflect the business activities of the LLC and each

22/24/1996 10:48 6107533267

EARTH SONG

PAGE 05

member shall have the right to review, audit and copy such books and records during normal business hours of the LLC. The LLC shall submit to each member of the Group within thirty (30) days following the end of each calendar quarter a statement setting forth the computation of distributions and allocations for the preceding quarterly accounting period, together with the payment of all monies due, if any.

12. Credit. The LLC shall be authorized, empowered and obligated to utilize and accord the following credit whenever it is engaged in LLC Activities on behalf of the Group:

"Rufus featuring Chaka Khan"

13. Governing Law; Notices. This Agreement shall be governed by the laws of the State of California, applicable to contracts entered into and intended to be performed entirely in the State of California. Any and all disputes or disagreements between members of the LLC shall be subject to the exclusive jurisdiction of the state and federal courts located in the County of Los Angeles, State of California. Any process in any action or proceeding commenced arising out of any such claim, dispute or disagreement, or any notice or other correspondence given to a party hereto, may, among other methods, be served upon each party, or given to such party, as the case may be, by delivering or mailing the same via registered or certified mail, addressed to each party at the address first written above or at such other address as each party may designate, as well as to their respective legal counsel. Any such delivery or mail service as provided in this Paragraph 12 shall be deemed to have the same force and effect as personal service within the State of California pursuant to the Code of Civil Procedure, provided that a copy of notices and statements sent to Earth Song is also concurrently sent to Costell & Cornelius, Attn: Jeffrey Lee Costell, Esq., located at 1299 Ocean Avenue, Suite 400, Santa Monica, California 90401, and a copy of notices and statements sent to Rufus is also concurrently sent to Akin, Gump, Strauss, Hauer & Feld, L.L.P., Attn: David A. Helfant, Esq., located at 2029 Century Park East, 24th Floor, Los Angeles, California 90067.

14. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument. This Agreement may be executed by facsimile and any photocopy or fax of this Agreement which bears the photocopied or faxed signature in counterpart of one or more of the parties shall be valid, binding and admissible for all purposes, as though original.

15. Conflicts and Severability. Wherever there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation, the latter shall prevail, but in such event the provision of this Agreement so affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements, and such curtailment shall not otherwise affect the enforceability of this Agreement.

17. General Provisions: These general provisions, as well as Paragraph numbers 2 and 9 through 16, shall survive the termination or cancellation of this Agreement. The terms of this Agreement cannot be modified or altered except in a writing signed by all of the parties. This Agreement is binding upon the heirs, successors and permitted assigns of the parties. This is the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties. Each party agrees that it will without further consideration execute, notarize and deliver such other documents and take such other action, as may be reasonably necessary and requested by the other party or parties to carry out the purposes and intent of this Agreement. Each person or entity signing this Agreement hereby warrants and represents that they have the full and complete express authority and power, without the necessity for any further signature, authority, consent or approval of any other person or entity, to perform the obligations contained in this Agreement, to enter into this Agreement and to provide the services of the artist whose

02/04/1996 10:48 8187553267

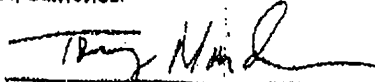
EARTH SONG


PAGE 11


artistic and entertainment services and performances are provided for by this Agreement. In this regard, Earth Song expressly warrants and represents that it has the power and ability to provide the artistic and entertainment services of Khan which are provided for in this Agreement.

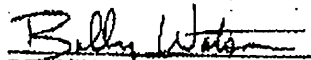
IN WITNESS WHEREOF, the parties have set entered into this Agreement as of the date set forth hereinabove, in Los Angeles, California.

ACCEPTED AND AGREED:


 TONY MAIDEN
 Social Security No. 568-74-7827


 KEVIN MURPHY
 Social Security No. 477-46-5650


 JOHN ROBINSON
 Social Security No. 485-70-9053


 BOBBY WATSON
 Social Security No. 657-70-4562

Binding themselves Individually and professionally as "RUFUS"

ACCEPTED AND AGREED:

EARTH SONG ENTERTAINMENT, INC.

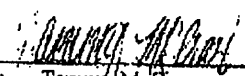

 By: Tammy McCrary
 Its: President

Exhibit D

Exhibit D

FROM :

PHONE NO. :

Jan. 01 1996 08:35PM P5

Rufus

Page 1 of 1

Hettrick, Clyde

From: Bobby Watson [calldreaming@sbcglobal.net]
Sent: Thursday, December 22, 2005 5:12 PM
To: Hettrick, Clyde
Subject: Rufus

Please don't send me anymore of these letters.
I'm semi- retired from music these days.
I'm not performing in Rufus or any band.
I only play bass in my church (Arise Christian Center) on wednesday
night bible study and sunday morning 2 services at 9:00 AM and 11:00 AM
I am part owner of a honda dealership in Alhambra, and a songwriter &
Publisher.
Check the signatures on the contracts before you send out these type
of letters.
Have your client call me if there is a problem with people using his
trademark, it will save him money!!!!!!
My understanding is he got the trademark illegally anyway. He failed
to notify any of the original members, including myself.

Bobby Watson (310) 514-0341

11/14/2007

FROM :

PHONE NO. :

Jan. 01 1996 08:38PM P2

Hettrick, Clyde

From: JR73@aol.com
Sent: Wednesday, May 03, 2006 4:37 PM
To: calldreaming@sbcglobal.net; MaidenMusic@aol.com
Cc: hawk2006@comcast.net
Subject: Re: Hello

Dear Mitchaelle

I hope this finds you and your family well. I just got a call from Bobby who said that Peter Wolf hooked up with some guys from Google to form a record company. Bobby also said Peter was interested in signing Rufus and Chaka to a deal, with a band that is as close to the last incarnation as possible. So let's cut to the chase. I know how much you dislike Bobby and me, which is unfortunate. I don't dislike you and Tony in any way. I'm having too much fun to hate. I know Bobby doesn't care either. He's pretty much gotten his act together, He's bought into a Honda dealership, which is helping to alleviate his financial problems. I also know you feel you own the name Rufus, a name that has proven

11/14/2007

FROM :

PHONE NO. :

Jan. 01 1996 08:38PM P3

relatively worthless. I believe Bobby said he made \$10,000 in 3 years. Yippee! So, because Bobby and I feel we'd like to make music with the best band we were ever in, you can have the name. He'll sign off - I'll witness - and you and Tony can have it with no more problems. I never knew what the big deal was anyway. We'd like to make one more record. If Glenn Frey (Eagles) could make up with Don Henley, we can certainly do it. But if you insist on being vindictive, stop going to church because it's hypocritical. I mean that in the most honest sincere way. Forgive and forget. Let's have FUN and do it one more time. We look forward to your response!

Hawk and Bobby and JR

11/14/2007

DECL. CHAKA KHAN

FROM :Priveteejdad

FAX NO. :323 935 3312

Jan. 27 2008 06:15PM P2

DECLARATION OF CHAKA KHAN

I, Yvette Stevens/aka/CHAKA KHAN, declare as follows:

1. I have personal knowledge of the facts and matters stated herein.
2. I reviewed statements made by Andre Fischer and Bobby Watson before the Patent and Trade Mark Office regarding the name "Rufus" and offer this declaration to correct the numerous false statements made by Andre and Bobby regarding their involvement with the band Rufus.
3. More specifically, I became a member of the band known as Rufus in 1972 until 1979. Even after 1979, I remained connected to the band in a number of ways, such as the 2001 reunion tour of Rufus featuring Chaka Khan.
4. The most glaring misstatement made by Andre and Bobby are their representation that Andre remained a member of the band through today. He did not go on hiatus or consult for the band. He was fired. He lost all right to perform tour or record with the band. From that point forward, I have never performed, toured or recorded with Andre. Specifically, it is false for Andre and Bobby to assert that Andre toured with me and other members of Rufus in 1984.
5. I am also informed that Andre and Bobby claim that Andre recruited me to be a member of the band. This too is false. I also joined the band before Andre. I joined Rufus when Paulette McWilliams, my best friend, decided she was leaving Rufus to pursue a solo career. She asked me to join Rufus and take her place. Andre Fisher had absolutely nothing to do with me joining the band.
6. Kevin Murphy was the founding member and co-creator of the original band name "Ask Rufus".
7. Tony Maiden became the member of Rufus that people most readily identify with the band.
8. I have personal knowledge of what an emotional strain and financial burden this trademark dispute has caused Kevin Murphy and Tony Maiden over the years, and that they have always looked out for the good of all.
9. I declare under penalty of perjury under the laws of the State of California and the laws of the United States of America that the foregoing is true and correct.

Executed this 26 day of January, 2008, at New York, California

Chaka Khan
CHAKA KHAN

DECL. RICHARD HOLLAND

DECLARATION OF RICHARD B. HOLLAND

I, RICHARD B. HOLLAND, declare as follows:

1. I have personal knowledge of the facts and matters stated herein and could and would competently testify thereto if called as a witness.

2. On August 14, 1975, I married the singer known as Chaka Khan. Chaka, at that time, was the lead singer of the band called Rufus. As a result of my association with Chaka Khan, I often participated in band events, such as being present at live performances or appearances, or attending recording sessions. I even composed one of the songs that were included in their album entitled "Ask Rufus." The song that I composed, along with Chaka Khan, was "Better Days."

3. In addition to my composition of Better Days, my father, who was one of the top session percussionists in the country at the time, had graciously laid down six percussion tracks to be used as part of the recording of my song.

4. While "Ask Rufus" was being mixed in or about late 1975 or early 1976, I visited the recording studio one evening. In particular, I stopped by the mixing board where Andre Fisher was working on mixing my song along with Chaka and other band members. I made one single comment to him; I told him "I thought the piano sounded good turned up like that". For whatever reason, my complementary comment greatly disturbed Andre. He turned on me menacingly and whispered with clenched teeth "Don't ever tell me anything about my music again." At the time it struck me as extremely odd that he became so angry, especially since all I had done was to offer a favorable opinion about the sound of the piano on a song that I had actually written.

5. Very disturbed by Andre's excessive reaction, I quickly left the room and went down the hall to the green room. Not long after, Andre walked into the green room and calmly asked to talk to me. He asked me to step into a small bathroom down the hallway which included nothing more than a bench, a sink and a toilet. The room was quite small. Andre asked me to sit on the bench. He towered over me. I was 5'10", and at the time, weighed no more than 140 lbs. By comparison, Andre was well over six feet tall and weighed over 300 lbs. It is no exaggeration that there was a huge disparity in our relative sizes.

6. After I had sat down, Andre mumbled something about "You never tell me what to do a . . ."

1 and let out a blood curdling scream that was so loud and vicious that it actually registered on the
2 studio monitors down the hall, situated in a sound proof room. He then slugged me, full force in the
3 soft part of my temple knocking me down onto the bench in a reclining position, my cheek flat
4 against the seat. A classic "Cold-cock". He then proceeded to pummel me over and over again in the
5 same spot, all the while screaming. My eyes were open and I could see the action going on, and I
6 could hear and feel the pounding of his fists, but I was barely conscious under such a flurry of blows
7 and could not move at all. I was unable to offer any resistance to Andre, and certainly did not attack
8 or make any threatening physical motions toward him. I simply was lying there on the bench being
9 attacked.

10 7. Andre's screams were so loud that one of the roadies rushed down the hallway, kicked down
11 the door and separated the two of us. Somehow, I stumbled out of the bathroom, down toward the
12 recording studio. Andre had broken free and was chasing me down the hall when I ran into Chaka
13 Khan. She had been told of the attack by her friend, and was coming toward me with a bottle that
14 she had grabbed from the control room. Andre actually attacked Chaka who landed a blow on his
15 head with the bottle in order to protect me and herself. Some roadies were able to then restrain
16 Andre.

17 8. Now able to get free from Andre, Chaka and I left the room. I called my father, and Chaka
18 and I were picked up by him and taken home to his house.

19 9. As a result of Andre's attack, my jaw was fractured, and I suffered a severe concussion. My
20 head was swollen to the size of a basketball.

21 10. Thereafter, I had several conversations with Robert Ellis, then the band's manager. I also
22 spoke with Chaka, and may have spoken with other band members who I considered to be my
23 friends. I informed them that I intended to press charges against Andre. Both Robert Ellis and other
24 band members pleaded with me not to press charges. They said that they would deal with Andre's
25 conduct by firing him from the band. The band and Robert Ellis informed me that they were worried
26 that the negative publicity regarding Andre's attack and arrest would adversely affect the band's
27 image regarding the upcoming release of the album and the Grammy awards, which were taking
28 place in the near future. I stupidly agreed to not press charges. Chaka, who Andre had also

1 attacked, had made it very clear that she never intended to play with the band again if Andre
2 remained a member of the band.

3 11. Andre was voted out as a member of the band by the other members of the band. He was
4 fired from the band and never played with the band as far as I was aware. After the attack, I traveled
5 with the band on several occasions to tour dates, live concerts and other recording sessions and at no
6 time was Andre part of the group or a band member. To the contrary, Andre's place in the band was
7 taken by other drummers.

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

10 Executed this 16th day of November, 2007, at Los Angeles, California

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DECL. MARK HODOSH

DECLARATION OF MARK B. HODOSH

I, MARK B. HODOSH, declare as follows:

1. I am an individual over the age of 18 years. I have personal knowledge of the facts and matters stated herein and could and would competently testify thereto if called as a witness in this matter.

2. In 1976 I was recruited by Robert Ellis, a Los Angeles based personal manager, to move from New York to Los Angeles to work as his assistant at Robert Ellis & Associates. Mr. Ellis' musical clients included Billy Preston, Ron Wood (of the Rolling Stones), Stephen Bishop, and RUFUS.

3. My responsibilities at Robert Ellis & Associates consisted primarily of the day-to-day management of RUFUS, which was the largest income stream for the company at that time.

4. In the latter part of 1976 or the early part of 1977, I received a telephone call at approximately 9:30 p.m. from Richard Holland, then the fiancé of Chaka Khan, the lead singer of RUFUS. Mr. Holland asked to speak to Mr. Ellis, in whose home I was living at that time, but I informed Mr. Holland that Mr. Ellis was not in and could not be reached. I could hear from Mr. Holland's voice that he was extremely upset and asked him if there was something I could do to help him. He told me that he was presently at Kendon Recording Studio in the San Fernando Valley where RUFUS was mixing a recording for their next record album release. Mr. Holland then explained that he had several minutes earlier been physically attacked by Andre Fischer, RUFUS' drummer.

5. Mr. Holland told me he was frightened and afraid he would be attacked again if he left the relative safety of the studio owner's locked office from where he was calling. Mr. Holland then asked me to bring him a gun so that he could protect himself against Mr. Fischer in the event he was again attacked. Mr. Fischer is a large, muscular man and Mr. Holland was truly fearful for his safety and wellbeing.

6. I told Mr. Holland that I would not bring him a gun. Mr. Holland, however, insisted that he felt Mr. Fischer would attack him again. I then told Mr. Holland to leave the studio and return to his

1 home with Chaka Khan. Mr. Holland implored me to do something to help protect him from Mr.
2 Fischer in the event Mr. Fischer came to Mr. Holland's home to continue his physical assault. I
3 informed Mr. Holland that I was willing to come to his home with a firearm, stay the night while
4 maintaining possession of the weapon, and, if Mr. Fischer in fact tried to attack Mr. Holland, I would
5 protect him. Mr. Holland agreed with this and I drove to Mr. Holland's home and spent the night
6 there with Mr. Holland and Chaka Khan. I never believed that Mr. Fischer would come to Mr.
7 Holland's and Ms. Khan's home to continue an attack and, in fact, Mr. Fischer never did appear at
8 their home.

9 7. The following day I went to my office and filled in Robert Ellis as to what I knew. He spoke
10 with various band members by telephone and, approximately a day later, a band meeting was held at
11 Mr. Ellis' office. Attending that meeting were Kevin Murphy, Bobby Watson, Tony Maiden, and, I
12 believe, Chaka Khan. While I did not attend the band meeting, I was at Mr. Ellis' office on the day
13 the meeting occurred. After the meeting was concluded I was informed by Mr. Ellis that the band
14 had voted to discharge Andre Fischer from the band for his assault on Mr. Holland.

15 8. Not long after the band meeting, I was provided with a copy of a letter drafted by Mitchell
16 Silberberg & Knupp, the law firm representing RUFUS at that time. The letter, which was on the
17 law firm's letterhead, was addressed to Andre Fischer and formally notified Mr. Fischer that he had
18 been terminated as a band member. In that letter, Mr. Fischer was specifically informed that
19 pursuant to the RUFUS partnership agreement, his membership in RUFUS was terminated.

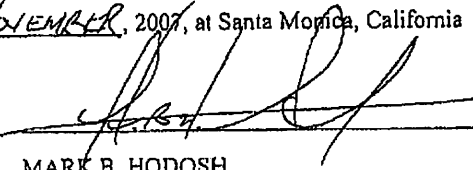
20 9. After the assault on Mr. Holland, the subsequent band meeting, and delivery of the letter of
21 termination sent by the law firm of Mitchell, Silberberg & Knupp, Mr. Fischer never played with or
22 recorded with RUFUS again. At no time did I hear any band member, including Bobby Watson,
23 express disagreement about Mr. Fischer's dismissal from the band. In fact, the band subsequently
24 found another drummer to replace Mr. Fischer.

25 10. During the period in which I was responsible for day-to-day management of RUFUS, the
26 band leader, albeit unofficially, was Tony Maiden. He generally guided the course of the band and
27 its music. In particular, Tony Maiden and Chaka Khan wrote most of the music for the band at that
28 time.

1 I am unaware of any instance in which Andre Fischer rejoined RUFUS following his
2 termination from the band in the latter part of 1976 or early 1977. In no way was Mr. Fischer on
3 "hiatus" or some extended leave of absence from the band following his termination. Rather, he was
4 terminated as a member of RUFUS and, to my knowledge, no member of the band or any of the
5 management personnel considered him to be to be a member of the band from that point forward. In
6 short, following the assault on Mr. Holland, Mr. Fischer was fired.

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

9 Executed this 16th day of NOVEMBER, 2007, at Santa Monica, California

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12 MARK B. HODOSH
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DECL. ROBERT MONACO

DECLARATION OF ROBERT MONACO

I, Robert Monaco, declare as follows:

1. I have personal knowledge of the facts and matters as stated below, and I could and would competently testify thereto if called as a witness.

2. I am very familiar with the origin of and the early history of the musical group that eventually came to be called "Rufus." I was a close friend of original members of the band, and I served as the band's record producer and effective manager at its inception and through much of its early history.

3. More specifically, the band that would come to be called Rufus was founded in or about 1968 by Kevin Murphy, a friend of mine from at least 1966. I first meet Kevin Murphy in 1965 at that time I was working at Wooden Nickel with Bill Trout. Wooden Nickel was a management company, which at that time managed the musical group American Breed. American Breed was my act, so I was very familiar with the members of the band.

4. Kevin Murphy joined American Breed in or about 1966 in Chicago. In or about 1968, Kevin Murphy quit American Breed and started his own group, which would eventually come to be called Rufus. At this point the band American Breed was having issues with musical direction and band personal.

5. Al Ciner and Lee Grazziano, all of whom had all been members at one point of the band known as American Breed, soon joined Kevin's new band. In addition to managing American Breed, I had been a childhood friend of Lee Grazziano, knowing him since grade school.

6. Soon Kevin's band included a lead singer named Paulette McWilliams, and Dennis Belfield on bass. When it first began, Kevin's band did not include Andre Fischer. Nor did the band include former American Breed member, Chuck Colbert. Chuck Colbert was never a member of Rufus.

7. I teamed up with Kevin and became the manager of Kevin's band now

1 know as "Rufus". In 1970, I sold my management contract for "Ask Rufus" (the
2 name Kevin's band then used) to Attorney Barry Fox. Barry Fox then signed Ask
3 Rufus to a record contract with CBS Records. Sandy Linzer produced one record for
4 the band with vocalist Paulette McWilliams. To my knowledge this album was never
5 released.

6 8. In March 1971, I moved to Los Angeles to get things going for the record
7 production company, Wooden Nickel Records, in Los Angeles. I lost touch at this
8 point with Rufus, which remained in Chicago.

9 9. However, late in 1971, I received a call from Kevin Murphy. During the
10 telephone call we spoke about the changes to the band Rufus. In particular, Kevin
11 told me about the band's new lead singer, who he wanted me to hear. It so happen that
12 I was coming to Chicago to represent a guitar company at the National Association of
13 Music Merchants ("NAMM") show the following week. Kevin and I agreed when I
14 came to Chicago that I would stay with him and his family which I knew very well.
15 Kevin told me about his new singer that happened to be best friends with Paulette
16 McWilliams. Kevin told me that when Paulette left the band to try a solo career, the
17 new singer tried out and Kevin said it was instantly apparent to him that the new
18 singer should be made part of the band. The new singer's name was Chaka Khan.

19 10. The same evening as the NAMM show, Rufus would be performing in a
20 suburb of Chicago. I attended the concert and was blown away by the band's new
21 singer, Chaka Kahn.

22 11. I was so taken by Rufus and its new singer, that I immediately hopped a
23 plane and flew back to Los Angeles. The very next day I approached ABC Dunhill to
24 sign the band as one of their recording acts. I offered to let the label deal with me as
25 the official manager of the band, or for the label to sign the band directly, with me
26 working with the label as an in-house production director for the band. ABC Dunhill
27 chose to hire me and sign the band directly to its label.

28 12. When the deal was inked with ABC Dunhill, the band quickly moved to

1 Los Angeles. As part of my role as the band's record producer and informal manager,
2 I sought to guide and mold the band's progress to advance the band's success. My
3 relationship with the band was so close that I looked over Chaka Kahn when she first
4 moved to Los Angeles because she was so young. She lived at my house for the first
5 year she was in Los Angeles after the band had moved to Los Angeles.

6 13. Thereafter, I was responsible for producing the band's first record
7 "Rufus," which had modest sales. The limited success of "Rufus" opened the door for
8 the band to record its second album, "Rags to Rufus."

9 14. I supervised the production of these two records by the band, approving
10 all content that went into each of the records, and the overall production quality of
11 each of the records. Basically, the records did not go out without my ultimate
12 approval.

13 15. By the time I returned to Chicago in 1971, Andre Fischer had joined
14 Rufus as its drummer. Andre Fischer replaced Leo Grazziano as the band's drummer.
15 Andre Fischer played no special role for the band, but was simply one of its members.
16 He did not manage the band. He did "produce" their records. He did not provide
17 anything distinctively creatively to the band.

18 16. It was the band's second album that proved to be their first big success.
19 Indeed, at Kevin's request for a new song written by Stevie Wonder, I immediately
20 contacted Stevie Wonder and the result was his composition "Tell Me Something
21 Good," which was the band's first big hit single. "Tell Me Something Good" was one
22 of the songs included on the band's second album.

23 17. After the second record had been produced, but had not been released and
24 no touring had been conducted with respect to the second album, dissention arose
25 amongst the band members. Al Ciner, Ron Stockard, Dennis Belfield, and Andre
26 Fisher all objected to the prominent role being taken by Chaka Kahn with respect to
27 the band and the attention she was receiving from the label. Ultimately, Ciner,
28 Stockard and Belfield left the band before the record "Ask Rufus" was released.

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1 18. At this point, Tony Maiden joined the band as its new lead guitarist and
2 male vocalist. Bobby Watson also joined the band. Both participated in the "Ask
3 Rufus" tour.

4 19. The band's second album eventually caught on and was a huge
5 commercial success.

6 20. Because the band was out on tour, it was difficult to arrange for the third
7 album, but I worked day and night to pull together the material, arrangements, and
8 make studio time available within the band's limited schedule in order to record the
9 band's third album. In fact, we relied heavily on material that Tony Maiden had
10 composed prior to joining the band, as well as material composed soon after joining
11 the band. The third album included Tony Maiden's songs "Once You Get Started"
12 (performed as a duet with Chaka Khan), and "I'm a Woman (I'm a Backbone)," that
13 he brought to the band. And, with Chaka Khan, Tony Maiden wrote "Pack'd My
14 Bags," "Your Smile," "Right is Right," "Somebody's Watching You," and
15 "Rufusized," all of which were recorded by the band and included on the third album.
16 Also, on this third album, Tony Maiden and Chaka Khan performed a duet of "Stop
17 on By."

18 21. Tony Maiden's joining the band was a major development for the band.
19 Tony brought great music that he had already composed to the band. Furthermore, he
20 composed most of the songs thereafter for the band. His lead guitar was a distinctive
21 sound for the band. He also provided the band with distinctive lead male vocals. He
22 also worked extremely well with Chaka Kahn forming a fantastic duet. He further
23 took material composed by others and arranged the material to fit the unique sound the
24 band sought to create. In short, in addition to Chaka Kahn, Tony Maiden became the
25 principal creative force behind the band from the moment he joined the band.

26 22. Neither Bobby Watson nor Andre Fischer was a significant creative
27 influence upon the band. Bobby Watson was a good bass player but nothing special.
28 Nothing he provided to the band was distinctive or essential to its sound. I could have

RMM

1 easily replaced Bobby Watson at any time with one of many bass players that were
2 around Los Angeles who would have been equal or superior to Watson as a bass
3 player and easily fit in with the band. In fact, Watson's position with the band was
4 largely dependent on the fact that he was Tony Maiden's childhood friend.

5 23. Similarly, Andre Fischer was a good drummer but nothing special. He
6 provided a good beat for the band, but was not distinctive or unique to Rufus's sound.
7 He too could have been easily replaced by a number of drummers available in Los
8 Angeles. Indeed, not long after I stopped working with the band, Andre Fischer was
9 replaced by other drum players. Andre Fischer was also a very disruptive influence
10 even while I was working with band. Andre Fischer had an angry temper that he
11 could not control. On several occasions he actually physically assaulted Chaka Khan.

12 24. The one constant about Rufus was always Kevin Murphy. Kevin was the
13 one constant member of the band. He is the founding member of the band, and has
14 always been with the band. He stayed with the band he founded through all the
15 personnel changes. Furthermore, Kevin served as the point person in discussing the
16 band with any members of the press. Kevin simply knew how to promote the band.
17 He always approached the band as his own creation, taking personal responsibility for
18 making its story known to the press. Whenever the press talked to the band, Kevin
19 was always present and always took the lead.

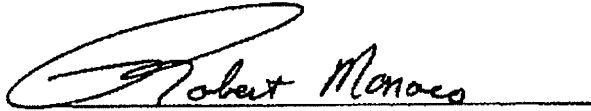
20 25. By comparison, neither Bobby Watson nor Andre Fischer frequently
21 talked to the press. In fact, if the press talked to anyone other than Kevin it was
22 usually Tony Maiden and/or Chaka Khan, the lead singers, the chief performers for
23 the band, and the people really responsible for the band's unique sound.

24 26. Following production of the third album, the president of ABC Dunhill
25 was fired, and my position at ABC Dunhill became tenuous. As a result, I was unable
26 to continue my close relationship with Rufus. It was at this point that the band hired
27 Robert Ellis as its manager. As Robert Ellis became more involved with the band, my
28 production and management role with the band ceased.

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1 I declare under penalty of perjury under the law of the State of California and
2 the United States of America that the foregoing is true and correct.

3 Executed this 9th day of April, 2008 at Las Vegas, Nevada.

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6 Robert Monaco
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DECL. CLYDE HETTRICK

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2 **DECLARATION OF CLYDE M. HETTRICK**

3 I, Clyde M. Hettrick, declare as follows:

4 1. I am counsel for Petitioner Tony Maiden in the proceeding identified above.
5 I have personal knowledge of the facts stated below and could and would testify
6 thereto if called as a witness.

7 2. I offer this declaration first to support Maiden's contemporaneously filed
8 Motion to Dismiss this matter due to Petitioners Andre Fischer and Bobby Watson's
9 (collectively, Petitioners) failure to prosecute their Petition. Second, I offer this
10 Declaration to provide the Board with proof of Petitioners' earlier failure to prosecute
11 their prior Opposition to Maiden's original application for this registration
12 (Opposition No. 91153091). Third, I provide additional evidence of Maiden's right to
13 the Trademark for the band name "Rufus," to supplement the detailed evidence
14 provided by the other declarations filed along with this declaration.

15 **Petitioners' Failure to Prosecute This Action**

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17 3. Attached hereto as Exhibit A is a true and correct copy of the docket of this
18 proceeding. As is easily learned from this proceeding's file, other than filing their
19 original Petition, Petitioners have done nothing substantively. They did not offer a
20 substantive opposition to Maiden's successful effort to have this matter determined on
21 the merits. This Board granted Maiden's motion for relief from default that resulted
22 from the mailing of this Petitioner to the incorrect address. Petitioners did not oppose
23 that motion, indeed they did not even respond.

24 4. The Board reinstated this proceeding and Maiden's trademark pursuant to its
25 July 14, 2008 Order, a copy of which is attached hereto as Exhibit B. As set forth in
26 the Board's Order, Discovery in this matter was to close on December 19, 2008, and
27 Petitioners' period to offer testimony ended on March 19, 2009.

28 5. During the discovery period, Petitioners did not propound any discovery.

1 And, during the testimony period, Petitioners submitted nothing.

2 6. In addition, Petitioners failed to respond to any discovery propounded by
3 Maiden. For example, Petitioners failed to sit for their depositions. Attached hereto as
4 Exhibit C is a true and correct copy of the Affidavit of Reporter Re Non-Appearance
5 of Witness regarding Bobby Watson.

6 7. Attached as Exhibits to the Non-Appearance Affidavit are true and correct
7 copies of the written discovery propounded by Maiden to which Petitioners offered no
8 response. (Affidavit Tab 2) Petitioners did not object or respond. Of particular
9 importance is the set of Requests for Admissions propounded by Maiden, to which
10 Petitioners offered no response thereby admitting each request as true.

11 8. Also attached to the Affidavit of Non-Appearance are true and correct copies
12 of recent communications from Watson either to me or to Maiden in which he
13 disclaims any interest in the name "Rufus," affirms that he will not perform in the
14 future as Rufus, and asks that the proceedings cease because he has no objection to
15 Maiden's right to the trademark. *See* Exhibit C (Tab 2 [Request for Admissions Exhs.
16 D-H]; Tab 3; and Tab 5). Also attached are earlier communications from Watson
17 wherein he falsely claimed that he was no longer seeking the name Rufus or to
18 perform as such. *See* Exhibit C (Tab 2 [Request for Admission Exhs. B-D]).

19 9. Attached hereto as Exhibit D is a true and correct copy of the Deposition
20 Notice served upon Fischer setting his deposition to occur before the discovery cutoff.
21 Although Fischer stipulated that he would sit for his deposition after the discovery
22 cutoff, he failed to schedule the deposition despite my many attempts to obtain a date
23 for appearance by him.

24 10. Petitioners' failure to respond in this action has also been repeated in
25 related proceedings. While Maiden was unaware of these proceedings due to an
26 incorrect address on file (a problem corrected by his Motion for Relief from Default
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1 granted by this Board), Petitioners applied for and temporarily received a trademark
2 for Rufus for live performances, and applied for a trademark for sound recordings.
3 Once Maiden became aware of this proceeding and these other proceedings, he
4 quickly moved to cancel the trademark erroneously issued to Petitioners for live
5 performances and opposed their application for a trademark for sound recordings. In
6 each case, once Maiden stepped forward and opposed their claims on the merits,
7 Petitioners failed to respond.

8 11. Attached hereto as Exhibit E are true and correct copies of this Board's
9 dockets and orders regarding these related proceedings in which the Board cancelled
10 the trademark for live performances erroneously granted to Petitioners and terminated
11 Petitioners' application for the sound recording trademark. In both cases, Petitioners
12 failed to do anything to assert their rights, but simply defaulted.

13 **Petitioners Earlier Failure to Prosecute Their Opposition to Maiden's**
14 **Original Application**
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16 13. Were that not enough, Petitioners have done all of this before. Attached
17 hereto as Exhibit F is the moving papers, this Board's Order, and the Docket for the
18 earlier Opposition Petitioners filed challenging Maiden's original application for the
19 Rufus Trademark (Opposition No. 91153091). In that proceeding, as they have done
20 here, Petitioners filed an initial pleading filled with false assertions. They then failed
21 to do anything more, including failing to respond to discovery. The Board therefore
22 entered the default of Petitioners and "dismissed with prejudice" their Opposition.

23 **Additional Evidence Supporting Maiden's Rights to the Band Name Rufus**

24 14. In addition to the testimony and evidence provided by the other
25 declarations submitted contemporaneously with the declaration, I provide a few
26 additional pieces of evidence that further show the rights of Maiden to the trademark
27 for Rufus.
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1 15. Attached hereto as Exhibit G is a true and correct copy of prior declaration
2 of Kevin Murphy (previously submitted to Patent and Trademark Office in support of
3 Maiden's application) in which Mr. Murphy acknowledges his assignment of his
4 rights to the name Rufus to Maiden.

5 16. Attached hereto as Exhibit H is a true and correct copy of advertisements of
6 Maiden, Murphy's and Chaka Khan's recent performance together as Rufus, one of
7 many past and future such performances.

8 17. Attached hereto as Exhibit I are website pages posted first by Watson and
9 Fischer together in 2004, then by Watson in 2008 (both prior to Watson's recent
10 disclaimer of any continuing interest in the name Rufus). The significance of these
11 website pages is the statements made by Watson in 2008 that Fischer was replaced as
12 the band's drummer in 1976 by William Calhoun. (The lasted attempted performance
13 listed on Watson's website was set for early 2008). Maiden is taking all necessary
14 steps to shut done this apparently abandoned website posted by Watson.

15 18. Finally, attached hereto as Exhibit J is a true and correct copy of the letter
16 from the band's attorneys memorializing Watson's termination from the band in 2002.
17

18 * * *

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

21 Executed this 18th day of May, 2009,

22 By: 
23

24 Clyde M. Hettrick
25
26
27
28

EXH. A

**United States Patent and Trademark Office**

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**TTABVue. Trademark Trial and Appeal Board Inquiry System****v1.5****Cancellation****Number:** 92045795**Filing Date:** 05/11/2006**Status:** Terminated**Status Date:** 02/06/2008**Interlocutory Attorney:** ANN LINNEHAN**Defendant****Name:** Tony Maiden**Correspondence:** Clyde M. Hettrick
HettrickLaw, P.C.
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
UNITED STATES
hettrickc@dicksteinshapiro.com**Serial #:** 75136806 Application File**Registration #:** 2885485**Application Status:** Registered**Mark:** RUFUS**Plaintiff****Name:** Andre Fischer and Bobby Jan Watson**Correspondence:** Thomas I. Rozsa
18757 Burbank Boulevard, Suite 220
Tarzana, CA 91356-3346
UNITED STATES**Prosecution History**

#	Date	History Text	Due Date
<u>22</u>	12/10/2008	<u>COMMR'S ORDER REINSTATING REGISTRATION</u>	
<u>21</u>	11/13/2008	<u>D'S REQUEST TO REINSTATE REGISTRATION</u>	
<u>20</u>	08/13/2008	<u>ANSWER</u>	
<u>19</u>	08/13/2008	<u>CHANGE OF CORRESPONDENCE ADDRESS</u>	
<u>18</u>	07/14/2008	<u>PROCEEDINGS RESUMED</u>	
<u>17</u>	05/06/2008	<u>SUSPENDED</u>	
<u>16</u>	03/18/2008	<u>D'S OPPOSITION/RESPONSE TO MOTION</u>	
<u>15</u>	03/14/2008	<u>P'S MOTION FOR AN EXTENSION OF TIME</u>	
<u>14</u>	02/19/2008	<u>P'S MOTION FOR AN EXTENSION OF TIME</u>	
<u>13</u>	01/28/2008	<u>D'S MOTION FOR LEAVE FROM JUDGMENT DUP OF ENTRY #12</u>	
<u>12</u>	01/28/2008	<u>D'S MOTION FOR LEAVE FROM JUDGMENT</u>	
<u>11</u>	02/23/2007	TERMINATED	
<u>10</u>	02/20/2007	<u>UNDELIVERABLE MAIL</u>	
<u>9</u>	02/07/2007	TERMINATED	

8 02/07/2007 COMMR'S ORDER CANCELLING REGISTRATION
7 01/29/2007 BOARD'S DECISION: GRANTED
6 08/15/2006 SERVICE BY PUBLICATION
5 07/18/2006 SUSPENDED
4 05/22/2006 UNDELIVERABLE MAIL
3 05/12/2006 PENDING, INSTITUTED
2 05/12/2006 NOTICE AND TRIAL DATES SENT; ANSWER DUE:
1 05/11/2006 FILED AND FEE

06/21/2006

Results as of 05/18/2009 05:14 PM

[Back to search results](#)Search: [HOME](#) | [INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [CONTACT US](#) | [PRIVACY STATEMENT](#)

EXH. B

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

Mailed: July 14, 2008

Cancellation No. 92045795

Andre Fischer and Bobby Jan
Watson

v.

Tony Maiden

Ann Linnehan, Attorney

On May 6, 2008 the Board issued an order granting opposer's motion to extend its time to file a response to applicant's motion for relief from final judgment. No response is of record. In view thereof, applicant's January 28, 2008 motion for relief from judgment is hereby granted as conceded and the Board's default judgment entered on January 29, 2007 is hereby set aside.

Registration No. 2885485 will be restored to the register.

Proceedings herein are resumed. Applicant is allowed until **thirty days** from the date set forth in the above caption to file an answer.

Discovery and trial dates are reset as follows:

DISCOVERY PERIOD TO CLOSE:

December 19, 2008

Plaintiff's 30-day testimony period to close:

March 19, 2009

Cancellation No. 92045795

Defendant's 30-day testimony period to close:

May 18, 2009

Plaintiff's 15-day rebuttal testimony period to close:

July 2, 2009

In each instance, a copy of the transcript of testimony together with copies of documentary exhibits must be served on the adverse party within thirty days after completion of the taking of testimony. Trademark Rule 2.125.

Briefs shall be filed in accordance with Trademark Rules 2.128(a) and (b). An oral hearing will be set only upon request filed as provided by Trademark Rule 2.129.

EXH. C

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

In the matter of Trademark and Service Mark
Registration 2,885,485 for the mark "RUFUS",
registered on September 21, 2004

ANDRE FISCHER, an individual; and
BOBBY JAN WATSON, an individual,

Petitioner,

vs.

TONY MAIDEN, an individual,
Registrant.

No. 92045795

CERTIFIED
COPY

AFFIDAVIT OF REPORTER RE NONAPPEARANCE OF WITNESS

Los Angeles, California

Thursday, December 18, 2008

Reported by:
KELLY LYNN PONCHETTI
CSR No. 11575

Job No. 102267

APPEARANCES:**For Registrant:****HETTRICK LAW, P.C.****BY: CLYDE M. HETTRICK****Attorney at Law****1801 Century Park East, 24th Floor****Los Angeles, California 90067****(310) 491-7950**

INDEX

EXHIBITS

DEPOSITION	PAGE
1 Deposition Notice of Petitioner Bobby Watson	5
2 Discovery served upon Mr. Watson	5
3 Handwritten note to Mr. Hettrick from Bobby Watson	6
4 E-mail to Bobby Watson from Mr. Hettrick dated Mon, Dec 01, 2008, 3 pages	7
5 E-mail to Mr. Hettrick from Bobby Watson dated Mon, Dec 01, 2008, 1 page	7
6 E-mail to Bobby Watson from Mr. Hettrick dated Thu, Dec 04, 2008, 2 pages	8
7 E-mail to Mr. Hettrick from Bobby Watson dated Thu, Dec 04, 2008, 1 pages	8

1 I, KELLY LYNN PONCHETTI, a Certified Shorthand
2 Reporter of the State of California, CSR No. 11575, do
3 hereby declare as follows:

4 That on Thursday, December 18, 2008, at 9:30
5 a.m., I appeared at 1801 Century Park East, 24th
6 Floor, Los Angeles, California, for the purpose of
7 reporting the deposition of BOBBY JAN WATSON; that I
8 was present at said premises until 10:07 a.m. and at
9 no time did BOBBY JAN WATSON appear for the
10 deposition.

11 I further certify that the following was
12 stated for the record and reported verbatim by me:

13 MR. HETRICK: This is the deposition of Bobby
14 Jan Watson, the petitioner in the case entitled Andre
15 Fischer and Bobby Watson versus Tony Maiden, an
16 individual, the registrant. Mr. Watson is the
17 petitioner in this cancellation proceeding number
18 92045795. It concerns Service Mark Registration
19 2885485 for the mark "Rufus," capital R-u-f-u-s, which
20 is a musical band. It concerns -- the mark applies to
21 live performances and sound recordings.

22 Exhibit Number 1 is a copy of the deposition
23 notice that was mailed to Mr. Watson for this
24 deposition. It is the amended notice of deposition
25 setting the deposition for today, December 18, 2008.

1 It was my expectation that Mr. Watson was not
2 going to show today and we're going to take his
3 nonappearance, but there is a series of exhibits that
4 I'm going to introduce into the record.

5 (Deposition Exhibit 1 was marked for
6 identification by the court reporter.)

7 MR. HETTRICK: Exhibit Number 2 is a stack of
8 discovery that was served upon Mr. Watson by me by
9 mail as reflected by the certificate of notice of
10 November 14, 2008 originally setting Mr. Watson's
11 deposition for December 2nd, 2008.

12 In addition, the exhibits contain a document
13 request, a request for admissions set and a request
14 for special interrogatory responses, all of which were
15 due to be served prior to today; none of which was
16 received by me.

17 (Deposition Exhibit 2 was marked for
18 identification by the court reporter.)

19 MR. HETTRICK: On or about -- sometime after
20 November 18, 2008, I received a handwritten letter
21 from Mr. Watson, which I'll read into the record.

22 "Mr. Hettrick, I am no longer working
23 as 'Rufus.' I am no longer applying for a
24 trademark titled 'Rufus.' Stop sending
25 these documents. They will continue to go

1 unopened. Regards, Bobby Watson."

2 It's signed by him.

3 Mr. Watson returned three envelopes that had
4 been previously sent to him, one of which included the
5 discovery that had been propounded upon him.

6 (Deposition Exhibit 3 was marked for
7 identification by the court reporter.)

8 MR. HETTRICK: After receiving Mr. Watson's
9 letter on or about -- well, on December 1st, 2008, I
10 sent Mr. Watson an e-mail forwarding him copies of
11 discovery via PDF and advising him of his deposition
12 set for December 2nd, but advising him that he would
13 be -- I learned that he might be in China, and,
14 therefore, we reset the deposition for today's date,
15 December 18th.

16 I offered to take the deposition and all the
17 discovery off calendar for that matter if Mr. Watson
18 would confirm his written statements to me by way of a
19 stipulation confirming that he is not challenging the
20 trademark in the name of Mr. Maiden; that he is not
21 seeking a trademark, Mr. Watson that is, in his own
22 name; and that he is no longer working or attempting
23 to work as "Rufus" under a band that he is putting out
24 to the public as named "Rufus."

25 What I received -- and that's Exhibit 4.

1 (Deposition Exhibit 4 was marked for
2 identification by the court reporter.)

3 MR. HETTRICK: What I received in response to
4 Exhibit 4, my e-mail, December 1, was an e-mail back
5 from Mr. Watson stating:

6 "I'm in China working. When I return
7 around the middle of the month, I have to
8 finish a project that was interrupted by
9 this China trip. I will not have time nor
10 any desire to participate in any
11 deposition.

12 "I am not performing as 'Rufus.' I
13 will not perform as 'Rufus' in the future.
14 I have no attorney representing me because
15 I'm not pursuing the name!

16 "Happy holidays, Bobby Watson."

17 Let's mark this e-mail from Mr. Watson dated
18 December 1st, 2008 in response to Exhibit -- as
19 Exhibit 5.

20 (Deposition Exhibit 5 was marked for
21 identification by the court reporter.)

22 MR. HETTRICK: In light of the fact that
23 Mr. Watson has not agreed to a stipulation and is
24 continuing to act in this action or is still formally
25 a party in the cancellation proceeding, I sent him an

1 e-mail advising him that we would have to go forward
2 with the deposition unless he was willing to have his
3 deposition taken on that date or a date thereafter or
4 was willing to enter into a stipulation.

5 In other words, I needed a date certain for
6 his deposition or a stipulation that he was not going
7 to be -- he was willing to enter into a stipulation
8 dismissing the proceedings with respect to the
9 trademark of "Rufus" and acknowledging that he would
10 not perform as "Rufus" in the future.

11 (Deposition Exhibit 6 was marked for
12 identification by the court reporter.)

13 MR. HETTRICK: In response to that e-mail
14 which I sent on December 4, 2008, and which we'll mark
15 as Exhibit 6, I received nothing more than an
16 e-mail -- automatic e-mail response that indicates
17 that Mr. Watson had placed me on his spam list in
18 terms of e-mails. It basically says -- where before
19 my e-mails had been getting through, now the e-mail
20 was marked as spam and was bounced back to me.

21 So let's mark the automatic response of
22 Mr. Watson's e-mail service as Exhibit 7. I presume
23 it went into his spam file but was not sent into his
24 main in-box. So that's Exhibit 7.

25 (Deposition Exhibit 7 was marked for

1 identification by the court reporter.)

2 MR. HETTRICK: As reflected by Exhibit Number
3 1, however, the amended notice had already been
4 delivered and mailed to Mr. Watson as reflected by the
5 certificate of service, and that's why we're appearing
6 today.

7 Mr. Watson has basically said he wasn't going
8 to appear but is still part of this action. So we're
9 going to proceed and take the nonappearance. And with
10 that, it's pretty evident that Mr. Watson is not going
11 to show because the deposition was noticed for 9:30.
12 He is not here. It's 10:07 roughly. So we've given
13 him the courtesy of 37 extra minutes.

14 In addition, I note that Andre Fischer, who
15 was Mr. Watson's purported partner, did receive my
16 e-mail and did acknowledge it and did state that he
17 would definitely appear for deposition after today's
18 date. And so, therefore, his deposition, which was
19 also scheduled to occur today, will be set for a date
20 specific in the future given his acknowledgment and
21 statement of willingness to appear at a specific date.
22 So the e-mails were, in fact, received by one of the
23 members, defendants -- petitioners in this case.

24 With that, if the court reporter would
25 acknowledge or do whatever is necessary to demonstrate

1 nonappearance which is required under Federal Rules of
2 Civil Procedure and memorialization of it, we can
3 conclude today's deposition.

4 (Whereupon, at 10:07 a.m., the deposition
5 of BOBBY JAN WATSON was concluded.)

6 //

7 I declare under penalty of perjury that the
8 foregoing is true and correct.

9 Signed on Monday, December 22, 2008 at
10 Los Angeles, California.

11 
12 _____
13 KELLY LYNN PONCHETTI
14 CSR No. 11575
15
16
17
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21
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24
25

EXH. C, TAB 1

1 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
2 BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD
3

4 In the matter of Trademark and Service Mark Registration
5 2,885,485 for the mark "RUFUS", registered on September 21, 2004
6

7 Andre Fischer, an individual,
8 and Bobby Jan Watson, an individual,

9 Petitioner,

10 vs.

11 Tony Maiden, an individual,

12 Registrant.
13

Cancellation No.: 92045795

**REGISTRANT TONY
MAIDEN'S AMENDED
DEPOSITION NOTICE FOR
DEPOSITION OF PETITIONER
BOBBY WATSON**

Date: December 18, 2008

Time: 10:00 a.m.

**Place: 1801 Century Park East,
24th Floor, Los Angeles, CA 90067**

14
15 TO PETITIONER BOBBY WATSON:

16 PLEASE TAKE NOTICE that, pursuant to Federal Rules of Civil Procedure 30
17 and Procedure and Rule 2.120 of the Trademark Rules of Practice, Registrant Tony
18 Maiden will take the deposition of Petitioner Bobby Watson at the offices of
19 HettrickLaw, P.C., 1801 Century Park East, 24th Floor, Los Angeles, CA 90067,
20 commencing at 9:30 a.m. on Tuesday, December 18, 2008, and continuing from day
21 to day (excluding Saturdays, Sundays, and holidays) until completed. The deposition
22 will be taken under oath before a certified court reporter or other officer authorized to
23 take depositions.
24
25
26

27 Deft(s) 1 Plt(s) EXHIBIT for I.D.
KELLY L. PONCHETTI CSR #11575

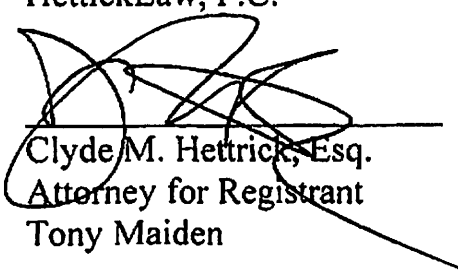
28 Date: 12-18-08

Witness: Watson

1 The deposition will be taken upon oral examination pursuant to Federal Rule of
2 Civil Procedure 30, before a notary public or other officer authorized to take
3 depositions.
4

5 Dated: December 4, 2008
6

HettickLaw, P.C.

8
9
10 
11 Clyde M. Hettick, Esq.
12 Attorney for Registrant
13 Tony Maiden
14
15
16
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CERTIFICATE OF SERVICE

I hereby certify that true and correct copies of Applicant Tony Maiden's Deposition Notices for Andre Fischer and Amended Deposition Notice for Bobby Watson were served via First Class Mail, postage prepaid, to:

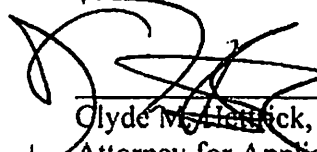
Mr. Andre Fischer
13754 Erwin Street
Valley Glen, CA 91401

Mr. Andre Fischer
McNally Smith College of Music
19 Exchange Street East
Saint Paul, MN 55101

Mr. Bobby Jan Watson
1148 West 2nd Street
San Pedro, CA 90731

Dated: December 4, 2008

HettickLaw, P.C.


Clyde M. Hettick, Esq.
Attorney for Applicant Tony Maiden

EXH. C, TAB 2

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

In the matter of Trademark and Service Mark Registration
2,885,485 for the mark "RUFUS", registered on September 21, 2004

Andre Fischer, an individual,
and Bobby Jan Watson, an individual,

Petitioner,

vs.

Tony Maiden, an individual,
Registrant.

Cancellation No.: 92045795

**REGISTRANT TONY
MAIDEN'S DEPOSITION
NOTICE FOR DEPOSITION OF
PETITIONER BOBBY WATSON**

Date: December 2, 2008

Time: 10:00 a.m.

**Place: 1801 Century Park East,
24th Floor, Los Angeles, CA 90067**

TO PETITIONER BOBBY WATSON:

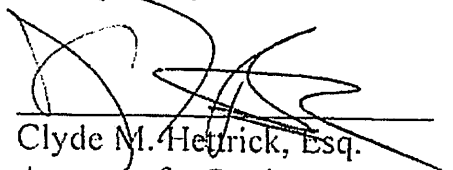
PLEASE TAKE NOTICE that, pursuant to Federal Rules of Civil Procedure 30 and Procedure and Rule 2.120 of the Trademark Rules of Practice, Registrant Tony Maiden will take the deposition of Petitioner Bobby Watson at the offices of HettrickLaw, P.C., 1801 Century Park East, 24th Floor, Los Angeles, CA 90067, commencing at 10:00 a.m. on Tuesday, December 2, 2008, and continuing from day to day (excluding Saturdays, Sundays, and holidays) until completed. The deposition will be taken under oath before a certified court reporter or other officer authorized to take depositions.

Deft(s) 2 Plt(s) _____ EXHIBIT for I.D.
KELLY L. PONCHETTI _____ CSR #11575
Date: 12-18-08
Witness: Watson

1 The deposition will be taken upon oral examination pursuant to Federal Rule of
2 Civil Procedure 30, before a notary public or other officer authorized to take
3 depositions.
4

5 Dated: November 14, 2008
6

HettickLaw, P.C.


Clyde M. Hettick, Esq.
Attorney for Registrant
Tony Maiden

1 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
2 BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD
3

4 In the matter of Trademark and Service Mark Registration
5 2,885,485 for the mark "RUFUS", registered on September 21, 2004
6

7 Andre Fischer, an individual,
8 and Bobby Jan Watson, an individual,

9 Petitioner,

10 vs.

11 Tony Maiden, an individual,

12 Registrant.

Cancellation No.: 92045795

REGISTRANT'S FIRST SET OF
SPECIAL INTERROGATORIES TO
PETITIONER BOBBY WATSON

13 REGISTRANT'S INTERROGATORIES TO PETITIONER BOBBY WATSON

14 FIRST SET

15 Pursuant to Fed. R. Civ. P. 33 and Rule 2.120 of the Trademark Rules of Practice, Registrant,
16 Tony Maiden hereby requests that Petitioner Bobby Watson, answer in writing and under oath the
17 interrogatories propounded below within thirty (30) days after service hereof.

18 DEFINITIONS AND INSTRUCTIONS

19 As used in these interrogatories; the following definitions and instructions shall apply:

20 A. "Petitioner" shall mean each of the following: Andre Fischer, and Bobby Watson; each
21 individually. The preceding individuals shall be collectively, referred to as "Petitioners".
22

23 B. "Registrant" shall mean Tony Maiden.

24 C. "Person" or "Persons" shall mean any individual, association, partnership, corporation,
25 firm, organization, or entity.

26 D. Registrant's Registration shall mean Trademark and Service Mark Registration No.
27 2,885,485.
28

E. "Mark" shall mean the mark "RUFUS", as applied for and granted to Registrant.

1 F. "Documents" as used herein shall mean every original and every nonidentical copy of any
2 original of all mechanically written, handwritten, typed or printed material, electronically stored
3 data, microfilm, microfiche, sound recordings, films, photographs, slides, and other physical objects
4 of every kind and description containing stored information, including but not limited to, all
5 transcripts, letters, notes, memoranda, tapes, records, telegrams, periodicals, pamphlets, brochures,
6 circulars, advertisements, leaflets, reports, research studies, test data, working papers, drawings,
7 maps, sketches, diagrams, blueprints, graphs, charts, diaries, logs, agreements, contracts, rough
8 drafts, analyses, ledgers, inventories, financial information, books of account, understandings,
9 minutes of meetings, minute books, resolutions, assignments, computer printouts, purchase orders,
10 invoices, bills of lading, written memoranda or notes of oral communications, and any other tangible
11 thing of whatever nature.
12

13 G. "Identify" or "Identification" with respect to a person or persons shall mean to fully set
14 forth the following:
15

- 16 1. the full name;
- 17 2. title;
- 18 3. the employer(s) of such person(s);
- 19 4. present address, or, if unknown, last known address; and
- 20 5. such person(s) relevance to this Cancellation proceeding or the facts and circumstances
21 out of which this Cancellation proceeding arose.

22 H. "Identify" or "Identification" with respect to a document shall mean to fully set forth the
23 following:
24

- 25 1. the title of the document;
- 26 2. the date of the document;
- 27 4. the name of each person to whom the document was addressed;
- 28 5. the name of each person to whom the document was given or sent,

1 or who received such document or a copy thereof;

2 6. identification of each person having possession, custody or control of the document or
3 thing;

4 7. the present location of the document or thing and all copies thereof; and

5 8. the nature and subject matter of the document or thing.

6 I. "Identify" or "Identification" with respect to an event shall mean to fully set forth the
7 following:
8

9 1. the date of such event;

10 2. the location of such event;

11 3. identification of each person present at the event; and

12 4. a detailed description of the event.

13 J. "Identify" or "Identification" with respect to a business entity shall mean to fully set forth
14 the following:
15

16 1. its full name;

17 2. type of entity;

18 3. the jurisdiction under whose laws the entity is organized or exists;

19 4. present or last known address; and

20 5. officers, partners, and/or principals of such entity.

21 K. "Identify" or "Identification" with respect to a product shall mean to fully set forth the
22 following:
23

24 1. the identity of the manufacturer of the product;

25 2. the model number, trademark and/or other identifying indicia of the product;

26 3. the common commercial name of the product; and

27 4. the basic purpose or use of the product.
28

1 L. "Identify" or "Identification" with respect to a service shall mean to fully set forth the
2 following:

- 3 1. the provider of the service;
- 4 2. the service mark used to identify the source of the service;
- 5 3. the common commercial name of the service; and
- 6 4. the basic purpose or use for the service.

7 M. Words of gender shall be construed as including all genders without
8 limitation.

9 N. Words in the singular shall be construed to mean the plural or vice versa as appropriate.

10 O. "And" and "Or" shall mean "and/or" where appropriate.

11 P. If Petitioner is aware that a document, a responsive document or group of documents once
12 existed but has been destroyed, Petitioner shall state when the document or group of documents was
13 destroyed, who destroyed it, why it was destroyed, and the circumstances under which it was
14 destroyed.

15 Q. The interrogatories propounded herein are continuing in nature, and to the extent
16 information is received or circumstances are known which may modify in any way or add to the
17 responses given to these interrogatories supplemental answers reflecting all such subsequently
18 acquired information or known circumstances promptly shall be provided by Petitioner.

19 R. If any privilege or immunity from discovery is claimed with respect to any responsive
20 documents or oral communications, the identification of which would otherwise be required by these
21 interrogatories, Petitioner shall:

- 22 1. identify the date thereof;
- 23 2. state the particular privilege or immunity believed applicable and state sufficient facts to
24 support the claim of privilege or immunity; and

3. if the privilege or immunity is asserted with respect to any oral communication, identify all persons who participated in or heard said communication; or,

4. if the privilege or immunity is asserted with respect to a document identify all persons who participated its preparation and all persons to whom its contents were disclosed, including all recipients thereof.

INTERROGATORIES

1. Identify Petitioner and describe in detail the business of Petitioner.

2. For each different product or service in connection with which Petitioner has used the Mark, separately identify such product or service, stating the time period during which Petitioner used the Mark with such product or service.

3. For each time period set forth in Petitioner's answer to Interrogatory No.2 above set forth all facts upon which Petitioner will rely to support use including any claim of continued use, during such time period.

4. Describe in detail the channels of distribution, including the ultimate delivery point, employed by Petitioner for Petitioner's goods and services from their source to their ultimate consumers and identify each person or business entity in such channels employed by Petitioner.

5. Describe in detail the characteristics of the class of ultimate consumers of Petitioner's goods and services.

6. Identify all of Petitioner's advertising and promotional materials which have referenced Petitioner's goods or services, and provide the annual advertising and promotional expenditures which have been made by Petitioner with respect to such goods or services.

7. Set forth the price(s) established by Petitioner at which Petitioner's goods or services have been sold, and if the price has varied, the time periods applicable to such prices, and the annual sales volume of such goods or services for each year during which they have been sold.

1 8. Identify all agreements and negotiations for agreements between Petitioner and others
2 relating to use of the Mark in connection with Petitioner's goods and services;

3 9. Identify each discontinuance of Petitioner's use of the Mark with respect to Petitioner's goods
4 and services.

5 10. If Petitioner claims any interest or rights in the Mark which may have been established by
6 any person or entity other than Petitioner, describe in detail the basis of such claim and how such
7 interest/right accrues or inures to Opposer.
8

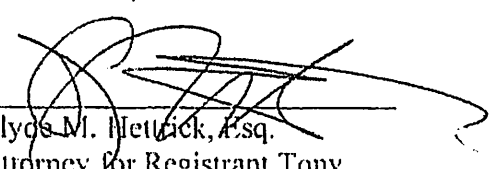
9 11. Identify each office or other location of Petitioner from which Registrant conducts
10 business or maintains any records with respect to Petitioner's use of the Mark or the goods and
11 services offered for sale under said Mark, and describe in detail all operations, business or other
12 activities conducted at such location(s) and the categories or types of records retained at such
13 location(s).
14

15 12. Identify each person or expert whose testimony is planned to be adduced by Petitioner in
16 this proceeding and, for each person identified, identify the subject matter on which such person will
17 testify or the area of expertise for which they have been retained, identify the individual's
18 qualifications, including educational, background, experience in the area, and any papers or
19 publications written by the individual which relate or refer to the subject matter for which they have
20 been retained in this proceeding.
21
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28

13. Identify each person who furnished any information on which any part of any answer to these interrogatories is based, indicating for each person identified each interrogatory or section which such person answered or assisted in answering, and whether the information so furnished is within the personal knowledge of such person, identify the source of the information so furnished.

Dated: November 14, 2008

HettickLaw, P.C.


Clyde M. Hettick, Esq.
Attorney for Registrant Tony
Maiden

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

In the matter of Trademark and Service Mark Registration
2,885,485 for the mark "RUFUS", registered on September 21, 2004

Andre Fischer, an individual,
and Bobby Jan Watson, an individual,

Cancellation No.: 92045795

Petitioner,

REGISTRANT'S FIRST SET OF
DOCUMENT REQUESTS

vs.

Tony Maiden, an individual,

Registrant.

**REGISTRANT'S FIRST SET OF REQUEST FOR PRODUCTION OF DOCUMENTS AND
THINGS**

Pursuant to Rule 34 of the Federal Rules of Civil Procedure and Rule 2.120 of the Trademark Rules of Practice, Registrant Tony Maiden, hereby requests that Petitioner Bobby Watson, produce for inspection and copying the following documents and other tangible things, within the possession, custody or control of Petitioner.

Production shall take place at the places where such documents and things are usually kept, which Petitioner shall identify to Registrant reasonably in advance of production, within thirty (30) days after service hereof or at such time and place as otherwise agreed upon by the parties or ordered by the Board. Petitioner shall respond in writing with particularity each of these Requests within 20 days of the service of these Requests.

DEFINITIONS AND INSTRUCTIONS

A. The definitions and instructions forming part of Registrant's Interrogatories To Petitioners (First Set) served concurrently herewith are hereby incorporated herein by reference.

1 B. If production of any document is withheld on the basis of a claim of privilege or
2 otherwise, identify such document and state the basis of such privilege or refusal to provide the
3 document in question in accordance with R(1)(4) of Registrant's Interrogatories To Petitioners
4 (FirstSet).

5 **REQUESTS**

6 1. All documents referring to relating to, or evidencing:

7 a. use of the Mark by Petitioner;

8 b. use of the Mark by any individual(s) or entities other than Petitioner;

9 c. first use of the Mark by Petitioner with respect to each good or service in connection with
10 which it has been used;

11 d. first use of the Mark in commerce by Petitioner with respect to each good or service in
12 connection with which it has been used;

13 e. adoption of the Mark by Petitioner;

14 f. prices at which each of Petitioner's good or services under the Mark has been sold;

15 g. sales volumes of each of Petitioner's goods or services which have been sold under the
16 Mark;

17 h. the states in which Petitioner's goods or services under the Mark have been sold;

18 i. the channels of trade in which Petitioner's goods or services under the Mark move from
19 source to ultimate consumer;

20 j. the identity of each business entity involved in the manufacture, distribution, advertising,
21 and sale of Petitioner's goods and services under the Mark;

22 k. rights in the Mark inuring to Petitioner's benefit based on use thereof by others;

23 l. agreements or negotiations for agreements between Petitioner and others relating to the
24 Mark;

1 m. searches performed or legal opinions rendered by or on behalf of Petitioner with respect to
2 the Mark;

3 n. continued use of the Mark by Petitioner beginning with the date of first use of the Mark by
4 Petitioner;

5 o. inter partes legal proceedings involving the Mark;

6 p. registrations or applications for registration of the Mark;

7 q. advertising or promotion of the Mark by Petitioner, including advertising or promotional
8 expenditures;
9

10 r. the identity of the members of the entertainment group Rufus during Petitioner's use of the
11 Mark;

12 s. the identity of Petitioner's affiliated business entities during Petitioner's use of the Mark;

13 t. the class of consumers of goods and services sold by Petitioner under the Mark and the
14 characteristics thereof;
15

16 u. surveys performed by or on behalf of Petitioner with respect to the Mark;

17 v. actual confusion of consumers or other persons with respect to Petitioner's or Registrant's
18 use of the Mark;

19 w. communications between Petitioner and Registrant and others relating to allegations that
20 Registrant's use of the Mark is confusingly similar to Petitioner's use of the Mark;

21 x. discontinuance of use of the Mark by Petitioner for any period of time and/or any
22 discontinuance of use of the Mark by Petitioner in connection with any goods or services;
23

24 y. quality control performed by Petitioner with respect to use by others of the Mark;

25 z. complaints regarding the quality of Petitioner's goods or services under the Mark;

26 aa: the nature and history of Petitioner's involvement with the entertainment group Rufus;

27 bb. the identity of all states in which Petitioner does business, is qualified to do business, or
28 has made any filings in connection therewith.

1 2. A specimen (or a photographic reproduction thereof) of each product or service advertised,
2 offered for sale, sold, or otherwise distributed by Petitioner under the Mark.

3 3. A specimen (or photographic reproduction of such specimen) of the Mark(s) as used by
4 Petitioner, in each and every form used, applied to each and every product or service with which the
5 Mark is or has been used by Petitioner or associated therewith.

6 4. A specimen of each and every label which has been affixed or used in connection with any
7 of the products or services sold or provided by Petitioner under the Mark.

8 5. All documents which reflect or contain any information relating to the responses to the
9 interrogatories, or which were used in the preparation of the responses of Petitioner to Registrant's
10 Interrogatories To Petitioners (First Set), served concurrently herewith.

11 6. All documents, except for pleadings in this case, which refer to, relate to, or evidence
12 Petitioner's knowledge of Registrant, Registrant's use of the Mark or Registrant's application for
13 registration of the Mark on the Principal Register.

14 7. All documents which reflect or contain any information relating any limitation, condition,
15 forfeiture, or other constraint of Petitioner's use of the Mark.

16 8. All documents which reflect or contain any information relating to the Petition for
17 Cancellation of Petitioner in this proceeding, or which were used in the preparation of such Notice,
18 or Petitioner's Notice of Opposition in the earlier proceeding relating to the Mark (Opposition No.
19 91153091);

20 9. All documents upon which Petitioner will rely:

21 a. to establish a date of first use of the Mark;

22 b. to establish continuity of use of the Mark;

23 c. to establish priority of use of the Mark;

24 d. in support of any contention of lack of likelihood of confusion with respect to Registrant's
25 use of Mark;

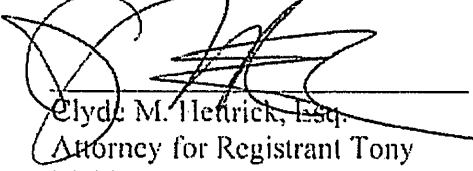
e. In support of any contention that Registrant had knowledge or notice of Petitioner's alleged ownership of or priority of use of the Mark, or Petitioner's application for registration of the Mark on the Principal Register;

f. in support of contentions that Registrant is guilty of fraud and/or any other impropriety with respect to Registrant's use of the Mark.

10. All documents which reflect or contain any information relating to the responses to the Request for Admissions, or which were used in the preparation of the responses of Petitioner to Registrant's Request for Admissions, served concurrently herewith.

Dated: November 14, 2008

HettickLaw, P.C.


Clyde M. Hettick, Esq.
Attorney for Registrant Tony
Maiden

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

In the matter of Trademark and Service Mark Registration
2,885,485 for the mark "RUFUS", registered on September 21, 2004

Andre Fischer, an individual,
and Bobby Jan Watson, an individual,

Cancellation No.: 92045795

Petitioner,

REGISTRANT'S FIRST SET OF
REQUEST FOR ADMISSIONS

vs.

Tony Maiden, an individual,

Registrant.

REGISTRANT'S FIRST SET OF REQUEST FOR ADMISSIONS

Pursuant to Rule 36 of the Federal Rules of Civil Procedure and Rule 2.120 of the Trademark Rules of Practice, Registrant Tony Maiden, hereby requests that Petitioner Bobby Watson, respond in writing within 30 days of the service of these Requests to the following Requests for Admission:

DEFINITIONS AND INSTRUCTIONS

The definitions and instructions forming part of Registrant's Interrogatories To Petitioners (First Set) served concurrently herewith are hereby incorporated herein by reference.

REQUESTS

1. Admit that in 1969 Kevin Murphy alone created the band that became known as Rufus.
2. Admit that Keven Murphy alone among members of the band that became known as Rufus has been a member of the band at all times of its existence.
3. Admit that Petitioner Andre Fischer was not part of the band Rufus at its formation.
4. Admit that Petition Bobby Watson was not part of the band Rufus at its formation.

1 5. Admit that Petitioner Andre Fischer joined the band Rufus after the name Rufus had been
2 selected by the by band.

3 6. Admit that Petitioner Bobby Watson joined the band Rufus after the name Rufus had been
4 selected by the by band.

5 7. Admit that Petitioner Andre Fischer joined the band Rufus at a time when Kevin Murphy
6 alone held the trademark to the name Rufus.

7 8. Admit that Petitioner Bobby Watson joined the band Rufus at a time when Kevin Murphy
8 alone held the trademark to the name Rufus.

9 9. Admit that, in or about 1977, Andre Fischer was terminated as a member of the band
10 Rufus.

11 10. Admit that the other band members of Rufus unanimously voted to terminate Andre
12 Fischer's membership in the band following Fischer's beating of Chaka Khan's husband, Richard
13 Holland.
14

15 11. Admit that Petitioner Bobby Watson voted as a member of the band Rufus to terminate
16 Andre Fischer's membership in the band following Fischer's beating of Chaka Khan's husband,
17 Richard Holland.
18

19 12. Admit that following 1977, Andre Fischer was not a member of the band Rufus.

20 13. Admit that following 1977 until 2001, Andre Fischer did not tour, perform, record,
21 consult, advise or play any role whatsoever with the band Rufus.

22 14. Admit that after 1977 to the present, Andre Fischer has not been a member of a band
23 called Rufus.
24

25 15. Admit that following 1977, neither Tony Maiden nor Kevin Murphy have ever agreed to
26 permit Andre Fischer to rejoin the band called Rufus.

27 16. Admit that, in or about the mid-1990's, Petitioner Bobby Watson agreed that Tony
28 Maiden alone could pursue the trademark for Rufus.

1 17. Admit that Petitioner Bobby Watson did not object to Tony Maiden alone pursuing the
2 trademark for Rufus until 2002.

3 18. Admit that from the mid 1990's to the present, Tony Maiden has performed with a band
4 called Rufus on numerous occasions.

5 19. Admit that from the mid 1990's until 2002, Petitioner Bobby Watson frequently
6 performed with Tony Maiden in a band called Rufus.

7 20. Admit that starting in 2001, Petitioner Bobby Watson performed with a band called
8 Rufus on its reunion tour.

9 21. Admit that the 2001 reunion tour of the band called Rufus included band members Tony
10 Maiden and Kevin Murphy.

11 22. Admit that neither Tony Maiden nor Kevin Murphy gave permission either to Bobby
12 Watson or Andre Fischer in 2002 or thereafter to use the name Rufus for any band in which Fischer
13 was to perform.
14

15 23. Admit that in 2002 Petitioner Bobby Watson resigned from the band called Rufus that
16 included Tony Maiden and Kevin Murphy among its members.
17

18 24. Admit that Petitioner Bobby Watson, without permission from any other band members
19 of Rufus, agreed to perform in 2002 with Andre Fischer at the Los Angeles House of Blues in a band
20 that Fischer and Watson called Rufus.

21 25. Admit that at or about the same time Petitioners Fischer and Watson were to perform at
22 the Los Angeles House of Blues, the band called Rufus that included Tony Maiden and Kevin
23 Murphy as members was to perform in Washington D.C. before the Black Congressional Caucus.
24

25 26. Admit that after his resignation from the band called Rufus that included Tony Maiden an
26 Kevin Murphy among its members, Petitioner Bobby Watson was replaced as the band's bass player.
27

1 27. Admit that Petitioner Bobby Watson did not oppose, object or seek to cancel any
2 trademark for Rufus to be issued to Tony Maiden alone until after Bobby Watson resigned from the
3 band Rufus that included Kevin Murphy and Tony Maiden as its members.

4 28. Admit that following his resignation in 2002 from the band called Rufus that included
5 Tony Maiden and Kevin Murphy as its members, Petitioner Bobby Watson has not performed with
6 the band Rufus that includes Kevin Murphy and Tony Maiden as its members.

7 29. Admit that following Petitioner Bobby Watson's resignation from the band Rufus in
8 2002, neither Tony Maiden nor Kevin Murphy has given Watson permission to use the name Rufus
9 as the name of any band in which Watson is a member.

10 30. Admit that the August 29, 2002 letter attached as Attachment A hereto is a true and
11 correct copy of a letter that Petitioner Bobby Watson received from Rufus's attorneys notifying him
12 of his resignation from the band Rufus.

13 31. Admit that the email attached as Attachment B is a true and correct copy of an email you
14 authored and sent to Tony Maiden's attorney on or about December 22, 2005.

15 32. Admit that the email attached as Attachment C is a true and correct copy of an email that
16 you authored and sent along with John Robinson, and Dave "Hawk" Wolinski in or about May 3,
17 2005 to Mitchaelle Maiden.

18 33. Admit that the email attached as Attachment D is a true and correct copy of an email that
19 you authored and sent to Mitchaelle Maiden on or about August 16, 2008.

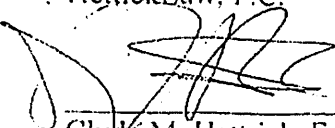
20 34. Admit that the email attached as Attachment E is a true and correct copy of a letter that
21 you authored and sent to Mitchaelle Maiden, Tony Maiden, Kevin Murphy and Chaka Khan on or
22 about August 21, 2008.

23 35. Admit that the email attached as Attachment F is a true and correct copy of an email that
24 you authored and sent on or about May 16, 2008 to Mitchaelle Maiden.

36. Admit that the email attached as Attachment G is a true and correct email you authored and sent to Mitchaelle Maiden on or about May 19, 2008.

37. Admit that letter attached as Attachment H is a true and correct copy of a letter that you authored and sent about May 19, 2008 to Tony Maiden's counsel.

Dated: November 14, 2008

HettrickLaw, P.C.

 Clyde M. Hettrick, Esq.
 Attorney for Registrant Tony Maiden

Attachment A

Attachment A

08/29/2002 16:57 3105539233

MCPHERSON KALMANSON

PAGE 02/02

MCPHERSON & KALMANSON
ATTORNEYS AT LAW

1801 CENTURY PARK EAST

24TH FLOOR

LOS ANGELES, CALIFORNIA 90087-2328

TELEPHONE (310) 553-8933

FAX (310) 553-9233

EDWIN F. MCPHERSON*
MARK C. KALMANSON**
CHARLOTTE BURNETTSUSAN L. HARRISON*
STANLEY BOSS COLEITE
JUCILLE G. DAVIS
MARINA A. DORAWICK
CATHERINE A. CAVELLA
OF COUNSEL*ALSO ADMITTED IN HAWAII
**ALSO ADMITTED IN WASHINGTON, D.C.HAWAII OFFICE
840 WAINEE STREET
SUITE 104
LANA'IA, MAUI 96761
(808) 243-2641WASHINGTON, D.C. OFFICE
SUITE 500
RWD BUILDING
10480 LITTLE PATUXENT PARKWAY
COLUMBIA, MARYLAND 21044
(410) 750-0125


August 29, 2002

VIA TELECOPY NO. (310)514-0341Mr. Bobby Watson
1148 W. Second Street
San Pedro, California 90731Re: Rufus/Bobby Watson/Resignation
Our File No. 408-1

Dear Mr. Watson:

This office represents Rufus. Rufus has construed your recent actions in joining a competing band as a resignation by you as a performer with Rufus. Please be advised that your resignation has been accepted by Rufus. Effective immediately, you will no longer be performing or recording with the band, and you should no longer represent yourself as a member of, or performer with, Rufus.

Very truly yours,


EDWIN F. MCPHERSON

EFM/sm

cc: Mr. Tony Maiden
Mr. David Hawk Wolinski
Mr. John Robinson
Ms. Mitchaelle Maiden
Bernard H. Gudvi, C.P.A.
Peter M. Lopez, Esq.
David A. Helfant, Esq.

Attachment B

Attachment B

11/14/2007

Please don't send me anymore of these letters.
I'm semi-retired from music these days.
I'm not performing in Rufus or any band.
I only play bass in my church (Arise Christian Center) on Wednesday
night bible study and Sunday morning 2 services at 9:00 AM and 11:00 AM.
I am part owner of a Honda dealership in Allentown, and a songwriter &
Publisher.
Check the signatures on the contacts before you send out these type
of letters.
Have your client call me if there is a problem with people using his
trademark. I will save him money!!!!
My understanding is he got the trademark. I legally myself.
to notify any of the original members, including myself.

Bobby Watson (310) 514-0341

Hettick, Clyde

From: Bobby Watson [mailto:bob@bobbywatson.com]
Sent: Thursday, December 22, 2005 5:12 PM
To: Hettick, Clyde
Subject: Rufus

Rufus

Page 1 of 1

Jan. 01 1996 08:35PM PS

PHONE NO. :

FROM :

Attachment e

Attachment c

FROM :

PHONE NO. :

Jan. 01 1996 08:38PM P2

Heltrick, Clyde

From: JR73@aol.com

Sent: Wednesday, May 03, 2006 4:37 PM

To: calldreaming@sbcglobal.net; MaidenMusic@aol.com

Cc: hawk2008@comcast.net

Subject: Re: Hello

Dear Mitchaelle

I hope this finds you and your family well. I just got a call from Bobby who said that Peter Wolf hooked up with some guys from Google to form a record company. Bobby also said Peter was interested in signing Rufus and Chaka to a deal, with a band that is as close to the last incarnation as possible. So let's cut to the chase. I know how much you dislike Bobby and me, which is unfortunate. I don't dislike you and Tony in any way. I'm having too much fun to hate. I know Bobby doesn't care either. He's pretty much gotten his act together, He's bought into a Honda dealership, which is helping to alleviate his financial problems. I also know you feel you own the name Rufus, a name that has proven

11/14/2007

FROM :

PHONE NO. :

Jan. 81 1995 08:38PM PT

relatively worthless. I believe Bobby said he made \$10,000 in 3 years. Yippee! So, because Bobby and I feel we'd like to make music with the best band we were ever in, you can have the name. He'll sign off - I'll witness - and you and Tony can have it with no more problems. I never knew what the big deal was anyway. We'd like to make one more record. If Glenn Frey (Eagles) could make up with Don Henley, we can certainly do it. But if you insist on being vindictive, stop going to church because it's hypocritical. I mean that in the most honest sincere way. Forgive and forget. Let's have FUN and do it one more time. We look forward to your response!

Hawk and Bobby and JR

11/14/2007

Attachment D

Attachment D

Mitchaelle Maiden,

From: calidreaming@sbcglobal.net

Subject: Mitchaelle & Tony

Date: August 16, 2008 7:54:26 AM PDT

To: maidenmusic@aol.com

Cc: HettrickC@dsmo.com

Please ask your lawyer to stop sending these faxes to my work. Please don't call the casino's & clubs I play at anymore this summer, you are messing with my lively hood by calling every gig I play, I'm just trying to make a few dollars this summer (like everybody else in this bad economy) These gigs were booked while I was applying for the registration and being approved. Right now no one owns the trademark registration for the name on either side (we are both applying), so stop calling my jobs please.. You have no right to call my jobs when you yourself are only a co-registrant (not an owner yet!).

I joined Rufus in 1974' before it had any success, I helped it get to the fame it now enjoys, I believe I should be able to reap the benefits just like everyone else that wants to work I have 4 daughters (3 in college) I need to work, I don't want to go back on welfare. You refused to let me back in your version of Rufus when I asked you, completely ignoring my request, you have not returned any of my phone calls or letters or emails for over 7 years. Seems as if you would like it if I starved while you continue to harass me & my family. We were friends, but now you choose to attack me at every chance through attorneys rather than just call me and talk face to face and work things out.

my phone is always on for you to call me.....
Bobby Watson 424-772-9404

I am Copying your attorney on this, maybe he can advise you about the legal problems you face by your actions

Attachment ε

Attachment ε

8-21-08

Attention Mitchaelle Maiden
Chaka Khan
Tony Maiden
Kevin Murphy

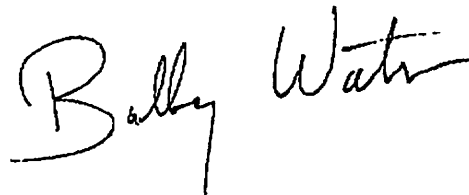
All of you are claiming to own the trademark "Rufus". This letter is to inform you that I (Bobby Watson) am no longer seeking a trademark for the name Rufus.... my attempts to earn a living using the name has become unbearable with Mitchaelle Maiden and now Mr. Hettrick calling & faxing the gigs to cancel them while you yourself do not legally own the name either. To be fair these gigs were booked while I was applying for the registration and being approved, they could not be cancelled. You could have at least had the courtesy to call me first to discuss the matter. Calling the casino on the evening of the show is the opposite of decent and fair play. Luckily the casino & booking agents trust me and appreciate the shows I present & the professionalism I bring when I perform. They also realized that when the shows were booked I had ownership of the name (earlier in the year) I earn money to feed my family from these shows. Add to this You & Tony Maiden, & Kevin Murphy's refusal to let me come back to your version of Rufus and join them with has put me in a shut door position. I am sad that Tony Maiden, and now Chaka Khan, and Kevin Murphy will not allow me to join them on the stage! I understand by their actions over the last 7 years that they don't want me to use the name Rufus in any way to support myself! So I'm quitting all attempts to do that.

I was there in the band from 1974'. I joined the band the same time as Tony Maiden, I spent the same time helping to build it up as he & other members. Rufus was not a famous recording or touring band before I joined, it became a force after I joined, so I like to think my presence all those years was definitely a positive influence. I understand people can get angry at each other and lash out, but I cannot understand when someone intentionally tries to destroy your memory from a good work that has lasted 34 years. Seems like you will be after me until your last dying breath Mitchaelle, So I give you a chance to forget Bobby Watson, today you are free from me. Forget me, move on with your own life. Now I am on my own, I choose to be on my own.

If my name is on an application applying for ownership of the trademark "Rufus" it is a mistake, from this day 8-21-08 I am a solo artist on my own! Thank you and good luck in the future to you Mitchaelle & Tony Maiden, Chaka, and finally Kevin.

lastly, please tell Mr. Hettrick,
please do not send any more threatening papers to my home address, This letter is you & his severance from mailing me anything that has to do with Rufus from this day forward.

best regards,



Attachment F

Attachment F

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

From: Bobby Watson <calidreaming@sbcglobal.net>

To: maidenmusic@aol.com

Sent: Sat, 17 May 2008 10:59 am

Subject: Mitchaelle I'm so sorry

Michaelle,

I'm so sorry, please call me so we can talk, I want to play with Tony & Kevin again, this has been a big mistake on my part (all this fighting) I realize that Tony is my childhood friend who I don't want to lose! We play the best together as Rufus. People everywhere say that me & Tony are their favorite in the band! I apologize to you for all my actions and ask that you forgive me! Will you call me so we can talk.

I know now that you were the best manager for Rufus. I am willing to work with you as a manager and play with Tony and Kevin again. Please call me today!

Bobby Watson
424-772-9404 cell

Plan your next roadtrip with MapQuest.com: America's #1 Mapping Site.

5/20/2008

Attachment 6

Attachment 6

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

From: Bobby Watson <calidreaming@sbcglobal.net>

To: maidenmusic@aol.com

Sent: Mon, 19 May 2008 3:24 pm

Subject: Mitchaelle

2 days have gone by and I have not heard from you. I sent a letter in the mail addressed to you & Tony at a po box in Big Bear just in case this email address is not working, however my emails are not coming back undelivered, so I'm assuming you are getting these messages and deciding not to talk with me. I understand your apprehension to a degree so, I'm proposing you call your attorney and tell him that I want to meet with you Tony & Kevin to have a discussion about getting back in the group and working together again. The attorney can be present in case you think I am not being sincere.

I am trying to communicate directly with you on this matter, but it seems to not get me anywhere, so if you want do it through your attorney that's fine, if it makes you feel better about talking to me. It's not a complicated thing, I just want to get back in the group, so we can move away from all the wasting of money paying attorneys what we could actually work out ourselves if we could only talk to each other directly. My phone has always been open for you to call me & talk.

See if you can arrange a meeting this week for us to meet and talk!

all the best, Bobby Watson

Plan your next roadtrip with MapQuest.com: America's #1 Mapping Site.

5/20/2008

Attachment H

Attachment H

RECEIVED

MAIDEN--000166

MAY 21 2009

5-19-08

TO: Clyde M. Hetrick **DICKSTEINSHAPIRO LLP**

Mr. Hetrick, I have been trying to get in touch with Mitchaelle Maiden to talk and take advantage of the offer to re-join Tony & Kevin and perform with them.

Mitchaelle as usual won't return an email which is the only way I know how to get in touch with either her or Tony.

Can you let her know that I am trying to reach her. I would also like to talk to Tony, but I know that Mitchaelle is the brains behind that camp.

I am serious about this. This move on my part may be able to save her time, money, & Health, if she responds to me.

I am and have always been open & available to discuss this, but neither Mitchaelle nor Tony has ever returned my calls for over 7 years.

Bobby Watson cell # 424-772-9404

Calidreaming@sbcglobal.net

CERTIFICATE OF SERVICE

I hereby certify that true and correct copies of the following documents:

- 1) Deposition Notice for Bobby Watson;
- 2) First Set of Document Requests;
- 3) First Set of Specially Prepared Interrogatories; and
- 4) First Set of Requests for Admissions

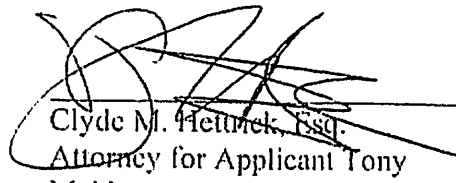
were served via First Class Mail, postage prepaid, to:

Mr. Andre Fischer
13754 Erwin Street
Valley Glen, CA 91401

Mr. Bobby Jan Watson
1148 West 2nd Street
San Pedro, CA 90731

Dated: November 14, 2008

HettickLaw, P.C.


Clyde M. Hettick, Esq.
Attorney for Applicant Tony
Maiden

EXH. C, TAB 3

11-18-08

Mr. Hettrick

I am no longer working as Rufus

I am no longer applying for a trademark
titled "Rufus"Stop sending these documents, they
will continue to go unopened....

regards,

Billy Watson

Def(s) 3 Plf(s) _____ EXHIBIT for I.D.
KELLY L. PONCHETTI CSR #11575Date: 12-18-08Witness: Watson

83-81-

NY 100-100000

NY 100-100000

NY 100-100000

NY 100-100000

NY 100-100000

3 Envelopes Returned Unopened
1st page of each enclosure

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

In the matter of Trademark and Service Mark Registration
2,885,485 for the mark "RUFUS", registered on September 21, 2004

Andre Fischer, an individual,
and Bobby Jan Watson, an individual,

Petitioner,

vs.

Tony Maiden, an individual,

Registrant.

Cancellation No.: 92045795

**REGISTRANT TONY
MAIDEN'S DEPOSITION
NOTICE FOR DEPOSITION OF
PETITIONER BOBBY WATSON**

Date: December 2, 2008

Time: 10:00 a.m.

**Place: 1801 Century Park East,
24th Floor, Los Angeles, CA 90067**

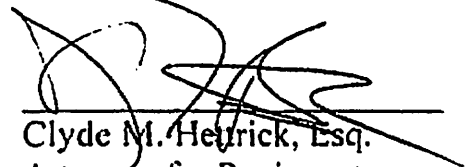
TO PETITIONER BOBBY WATSON:

PLEASE TAKE NOTICE that, pursuant to Federal Rules of Civil Procedure 30 and Procedure and Rule 2.120 of the Trademark Rules of Practice, Registrant Tony Maiden will take the deposition of Petitioner Bobby Watson at the offices of HettrickLaw, P.C., 1801 Century Park East, 24th Floor, Los Angeles, CA 90067, commencing at 10:00 a.m. on Tuesday, December 2, 2008, and continuing from day to day (excluding Saturdays, Sundays, and holidays) until completed. The deposition will be taken under oath before a certified court reporter or other officer authorized to take depositions.

The deposition will be taken upon oral examination pursuant to Federal Rule of Civil Procedure 30, before a notary public or other officer authorized to take depositions.

Dated: November 14, 2008

HettickLaw, P.C.


Clyde M. Hettick, Esq.
Attorney for Registrant
Tony Maiden

EXH. C, TAB 4

[Print](#) | [Close Window](#)**Subject:** Discovery Dates or Stipulation regarding Rufus trademark**From:** chettrick@hettricklaw.com**Date:** Mon, Dec 01, 2008 11:11 am**To:** "Bobby Watson" <calidreaming@sbcglobal.net>**Bcc:** maidenmusic@aol.com,Def(s) 4 Plf(s) _____ EXHIBIT for I.U.
KELLY L. PONCHETTI CSR #11575Date: 12-18-08Witness: Watson

Mr. Watson:

I have been communicating with you directly because I have been informed by your prior counsel that are not representing you. Further, materials recently issued by the Trademark Trials and Appeal Board indicate that you are representing yourself, as is Mr. Fischer. If I am mistaken regarding the status of your representation by counsel please let me know immediately and provide me with your counsel's contact information.

Here is the purpose of this email. You can either enter into a stipulation about Rufus as outlined below or you will need to deal with the discovery that is attached to this email that was also previously served on you. Specifically, attached are important discovery materials that you should review because important deadlines apply.

In particular, you will note that your deposition (examination under oath by me before a court reporter) was set to occur tomorrow, December 2. However, I am informed that you are presently in China and will not be returning until December 12. I will reschedule your deposition to take place upon your return for December 18 at the same time and location as previously noticed.

You returned the envelope to me in which the hard copies of the discovery were served on you. Along with your effort to "return" the discovery to me, I also received your letter about how you are no longer working as Rufus and how you are not pursuing the trademark for Rufus. Your letter is a good start, but there remains one ongoing proceeding before the Trademark Trial and Appeal Board to which you are a party. To deal with this remaining issue, my client (Tony Maiden) will withdraw the discovery and will not need to take your deposition if you agree to sign a stipulation confirming that you are not working as Rufus, that you will not work as Rufus again in future unless invited to do so by my clients Tony Maiden and Kevin Murphy as a member of the band Rufus which they lead, that you are not pursuing a trademark for Rufus either individually or with another and will not do so in the future, and that you have no objection to the trademark for Rufus remaining with Tony Maiden as it presently is.

Please confirm your agreement to the foregoing points and I will provide you with a stipulation to that effect that and you can then sign under oath, notarize and

then return the agreement to me. I will see to dispensing with the ongoing trademark matter.

I will plan on seeing you for your deposition at my offices on December 18 if you cannot commit to the foregoing agreement. I will mail you a revised notice of deposition so that you will have a hard copy served well before the deposition date.

As part of your deposition, please bring with you the responses to the discovery that are to be completed and verified under oath as correct. You are obligated to serve your responses to discovery requests within 30 days of their service which effectively occurred on November 17 after taking account of service by mail.

Please note your responses to document requests are due 20 days after service, with the document production to occur 30 days after service, but I agree to extend the document response date until the same date as all other discovery is due--that is December 17, after taking account of service by mail. Failure to provide timely responses under oath as of December 17 will result in waiver of objections and deemed admissions to requests for admissions.

Further, be prepared to testify at your deposition about facts asserted in the various filings made to the trademark office in your name. Further, be prepared to testify about subsequent developments, such as engagements you have booked as "Rufus" for performances that did not involve either Kevin Murphy or Tony Maiden, the circumstances of those engagements, like representations made to venues as to composition of the band that would be performing (for example the possibility that either Tony Maiden or Chaka Khan may be among the band members supposedly performing as Rufus), payment to the band, and the other parties involved--other band members, management, and booking agents. Also, be prepared to confirm under oath that you will not be performing in the future as Rufus and have not scheduled any such appearances.

I look forward either to resolving the matter as outlined above or seeing you at my offices on December 18 for your deposition before a court reporter.

Very truly yours,

Clyde Hettrick

Clyde M. Hettrick
HettrickLaw, P.C.
1801 Century Park East
24th Floor
Los Angeles, CA 90067
(310) 491-7950
chettrick@hettricklaw.com

www.HettrickLaw.com

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To reply to our email administrator directly, send an email to admin@hettricklaw.com

HettrickLaw, P.C.
<http://www.HettrickLaw.com>

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EXH. C, TAB 5

[Print](#) | [Close Window](#)**Subject:** Mr Hettrick**From:** Bobby Watson <calidreaming@sbcglobal.net>**Date:** Mon, Dec 01, 2008 3:51 pm**To:** chettrick@hettricklaw.com

I'm in China working
When I return around the middle of the month
I have to finish a project that was interrupted by this China trip
I will not have time, nor any desire to participate in any
deposition

I am not performing as Rufus, I will not perform as Rufus in the future,
I have no attorney representing me, because I am not pursuing the name!

happy holidays,

Bobby watson

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Def(s) 5 Pl(s) _____ EXHIBIT for I.D.
KELLY L. PONCHETTI CSR #11575
Date: 12-18-08
Witness: Watson

EXH. C, TAB 6

[Print](#) | [Close Window](#)

Subject: Depositions or Stipulation

From: chettrick@hettricklaw.com

Date: Thu, Dec 04, 2008 2:08 pm

To: "Bobby Watson" <calidreaming@sbcglobal.net>, "Louis Fischer" <mfich36@sbcglobal.net>, afischer@mcnallysmith.edu

Bcc: maidenmusic@aol.com,

Gentlemen:

Attached are deposition notices mailed to you today setting each of your depositions for December 18, 2008 at my office (Watson at 9:30, Fischer at 2:00).

As indicated by the email of Mr. Watson that I am forwarding to each of you, Mr. Watson contends he is no longer performing and will not perform in future as Rufus. He also states he does not seek the name Rufus. I do not know if the same is true about Mr. Fischer. I accept Mr. Watson's statements, but the problem remains that both of you remain parties to one remaining Trademark Trial and Appeal Proceeding.

I will make the same offer to Mr. Fischer that I made to Mr. Watson--agree to execute a stipulation under oath that you are no longer contesting the trademark issued to Mr. Maiden for Rufus, that you will not perform as Rufus, and that you will not hold yourselves out to the world separately or collectively as current members of Rufus. If you will agree, I will send you a stipulation to that effect and have you sign and notarize the stipulation for return to me. We can then dismiss the remaining action.

If not, I will proceed with your depositions on December 18 or agree to change the date to a date certain to which each of you commit. If you cannot make even this commitment, I will proceed with the depositions as scheduled.

Also for Mr. Fischer's benefit I have enclosed copies of the prior discovery propounded upon Mr. Watson for which answers are due shortly.

I have emailed and mailed to Mr. Fischer both at the address listed with the TTAB, and at the McNally Smith School of Music where I believe he is a faculty member. I do not have any other contact information for Mr. Fischer.

Please advise how you wish to proceed.

Very truly yours, Clyde Hettrick

Clyde M. Hettrick
HettrickLaw, P.C.
1801 Century Park East
24th Floor
Los Angeles, CA 90067

Det(s) 6 PII(s) _____ EXHIBIT for I.D.
KELLY L. PONCHETTI CSR #11575
Date: 12-18-08
Witness: Watson

(310) 491-7950
chettrick@hettricklaw.com
www.HettrickLaw.com

This e-mail message and any attached files are confidential and are intended solely for the use of the addressee(s) named above. This communication may contain material protected by attorney-client, work product, or other privileges. If you are not the intended recipient or person responsible for delivering this confidential communication to the intended recipient, you have received this communication in error, and any review, use, dissemination, forwarding, printing, copying, or other distribution of this e-mail message and any attached files is strictly prohibited. HettrickLaw reserves the right to monitor any communication that is created, received, or sent on its network. If you have received this confidential communication in error, please notify the sender immediately by reply e-mail message and permanently delete the original message.

To reply to our email administrator directly, send an email to admin@hettricklaw.com
HettrickLaw, P.C.
<http://www.HettrickLaw.com>

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

Subject: Mr Hettrick
From: Bobby Watson <calidreaming@sbcglobal.net>
Date: Mon, December 01, 2008 3:51 pm
To: chettrick@hettricklaw.com

I'm in China working
When I return around the middle of the month
I have to finish a project that was interrupted by this China trip
I will not have time, nor any desire to participate in any
deposition

I am not performing as Rufus, I will not perform as Rufus in the future,
I have no attorney representing me, because I am not pursuing the name!

happy holidays,

Bobby watson

EXH. C, TAB 7

[Print](#) | [Close Window](#)

Subject: Re: Depositions or Stipulation
From: Bobby Watson <calidreaming@sbcglobal.net>
Date: Thu, Dec 04, 2008 3:27 pm
To: chettrick@hettricklaw.com

I apologize for this automatic reply to your email.

To control spam, I now allow incoming messages only from senders I have approved beforehand.

If you would like to be added to my list of approved senders, please fill out the short request form (see link below). Once I approve you, I will receive your original message in my inbox. You do not need to resend your message. I apologize for this one-time inconvenience.

Click the link below to fill out the request:

<https://webmail.pas.sbcglobal.net/wam/addme?a=calidreaming@sbcglobal.net&id=1kV2ks4C13N134g1>

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Deit(s) 7 Pii(s) _____ EXHIBIT for I.D.
 KELLY L. PONCHETTI CSR #11575
 Date: 12-18-08
 Witness: Watson

EXH. D

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

In the matter of Trademark and Service Mark Registration
2,885,485 for the mark "RUFUS", registered on September 21, 2004

Andre Fischer, an individual,
and Bobby Jan Watson, an individual,

Petitioner,

vs.

Tony Maiden, an individual,

Registrant.

Cancellation No.: 92045795

**REGISTRANT TONY
MAIDEN'S DEPOSITION
NOTICE FOR DEPOSITION OF
PETITIONER ANDRE FISCHER**

Date: December 18, 2008

Time: 10:00 a.m.

**Place: 1801 Century Park East,
24th Floor, Los Angeles, CA 90067**


TO PETITIONER ANDRE FISCHER:

PLEASE TAKE NOTICE that, pursuant to Federal Rules of Civil Procedure 30 and Procedure and Rule 2.120 of the Trademark Rules of Practice, Registrant Tony Maiden will take the deposition of Petitioner Andre Fischer at the offices of HettrickLaw, P.C., 1801 Century Park East, 24th Floor, Los Angeles, CA 90067, commencing at 2:00 p.m. on Tuesday, December 18, 2008, and continuing from day to day (excluding Saturdays, Sundays, and holidays) until completed. The deposition will be taken under oath before a certified court reporter or other officer authorized to take depositions.

1 The deposition will be taken upon oral examination pursuant to Federal Rule of
2 Civil Procedure 30, before a notary public or other officer authorized to take
3 depositions.
4

5 Dated: December 4, 2008
6

HettickLaw, P.C.

8
9 
10 Clyde M. Hettick, Esq.
11 Attorney for Registrant
12 Tony Maiden
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CERTIFICATE OF SERVICE

I hereby certify that true and correct copies of Applicant Tony Maiden's Deposition Notices for Andre Fischer and Amended Deposition Notice for Bobby Watson were served via First Class Mail, postage prepaid, to:

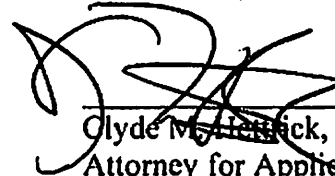
Mr. Andre Fischer
13754 Erwin Street
Valley Glen, CA 91401

Mr. Andre Fischer
McNally Smith College of Music
19 Exchange Street East
Saint Paul, MN 55101

Mr. Bobby Jan Watson
1148 West 2nd Street
San Pedro, CA 90731

Dated: December 4, 2008

HettickLaw, P.C.


Clyde M. Hettick, Esq.
Attorney for Applicant Tony
Maiden

EXH. E



United States Patent and Trademark Office

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TTABVUE. Trademark Trial and Appeal Board Inquiry System

v1.5

Opposition

Number: 91183483

Filing Date: 04/10/2008

Status: Terminated

Status Date: 08/06/2008

Interlocutory Attorney: MICHAEL B ADLIN

Defendant

Name: ANDRE FISCHER AND BOBBY JAN WATSON

Correspondence: Tiffany A. Parcher
 Christie, Parker & Hale, LLP
 P.O. Box 7068
 Pasadena, CA 91109-7068
 UNITED STATES
 pto@cph.com

Serial #: 76635846Application File

Application Status: Abandoned - After Inter-Partes Decision

Mark: RUFUS

Plaintiff

Name: Tony Maiden

Correspondence: Clyde M. Hettrick
 HettrickLaw, P.C.
 1801 Century Park East, 24th Floor
 Los Angeles, CA 90067
 UNITED STATES
 chettrick@hettricklaw.com

Serial #: 75136806Application FileRegistration #: 2885485

Application Status: Registered

Mark: RUFUS

Prosecution History

#	Date	History Text	Due Date
9	08/13/2008	<u>CHANGE OF CORRESPONDENCE ADDRESS</u>	
8	08/06/2008	TERMINATED	
7	08/06/2008	<u>BOARD'S DECISION: SUSTAINED</u>	
6	06/20/2008	<u>NOTICE OF DEFAULT</u>	
5	05/28/2008	<u>EXTENSION OF TIME GRANTED</u>	
4	05/20/2008	<u>D'S MOT FOR EXTEN. OF TIME W/ CONSENT</u>	
3	04/10/2008	PENDING, INSTITUTED	
2	04/10/2008	<u>NOTICE AND TRIAL DATES SENT; ANSWER DUE:</u>	05/20/2008
1	04/10/2008	<u>FILED AND FEE</u>	

Results as of 05/18/2009 03:54 PM

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

vb

Mailed: August 6, 2008

Opposition No. 91183483

Tony Maiden

v.

ANDRE FISCHER AND BOBBY JAN
WATSON

On June 20, 2008, the Board sent a notice of default to applicant because no answer had been filed.

The record shows no response thereto.

Accordingly, judgment by default is hereby entered against applicant, the opposition is sustained, and registration to applicant is refused. See Fed. R. Civ. P. 55, and Trademark Rule 2.106(a).

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



United States Patent and Trademark Office

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TTABVue. Trademark Trial and Appeal Board Inquiry System

v1.5

Cancellation

Number: 92049318**Filing Date:** 05/08/2008**Status:** Terminated**Status Date:** 09/29/2008**Interlocutory Attorney:** BRIAN D BROWN**Defendant****Name:** ANDRE FISCHER AND BOBBY JAN WATSON**Correspondence:** ANDRE FISCHER AND BOBBY JAN WATSON13754 Erwin Street
Valley Glen, CA 91401
UNITED STATES**Serial #:** 76635787 [Application File](#)**Registration #:** 3337645**Application Status:** Cancelled - Section 18**Mark:** RUFUS**Plaintiff****Name:** Tony Maiden**Correspondence:** Clyde HettrickHettrickLaw, P.C.
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
UNITED STATES
chettrick@hettricklaw.com**Serial #:** 75136806 [Application File](#)**Registration #:** 2885485**Application Status:** Registered**Mark:** RUFUS**Prosecution History**

#	Date	History Text	Due Date
9	09/29/2008	TERMINATED	
8	09/29/2008	<u>COMMR'S ORDER CANCELLING REGISTRATION</u>	
7	09/19/2008	<u>BOARD'S DECISION: GRANTED</u>	
6	08/13/2008	<u>CHANGE OF CORRESPONDENCE ADDRESS</u>	
5	07/02/2008	<u>NOTICE OF DEFAULT</u>	
4	05/19/2008	<u>PL'S PROOF OF SERVICE</u>	
3	05/08/2008	PENDING, INSTITUTED	
2	05/08/2008	<u>NOTICE AND TRIAL DATES SENT; ANSWER DUE:</u>	06/17/2008
1	05/08/2008	<u>FILED AND FEE</u>	

Results as of 05/18/2009 03:54 PM

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jh

U. S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

Tony Maiden

v.

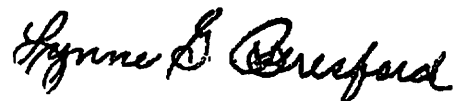
Andre Fischer and Bobby Jan Watson

Cancellation No. 92049318

Clyde Hettrick of HettrickLaw, P.C. for Tony Maiden.

Andre Fischer and Bobby Jan Watson, pro se.

The petition of Tony Maiden having been granted on
September 19, 2008, Registration No. 3337645 is hereby
cancelled.



Lynne G. Beresford
Commissioner for Trademarks

SEP 29 2008

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

jh

Mailed: September 19, 2008

Cancellation No.92049318

Tony Maiden

v.

Andre Fischer and Bobby Jan
Watson

On July 2, 2008, the Board sent a notice of default to respondent because no answer had been filed.

The record shows no response thereto.

Accordingly, judgment by default is hereby entered against respondent, the petition to cancel is granted, and Registration No. 3337645 will be cancelled in due course. See Fed. R. Civ. P. 55, and Trademark Rule 2.114(a).

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

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

Mailed: July 2, 2008

Cancellation No.92049318

Tony Maiden

v.

ANDRE FISCHER AND BOBBY JAN
WATSON

Janice D. Hyman, Paralegal Specialist:

Answer was due in this case on June 17, 2008. Inasmuch as it appears that no answer has been filed, nor has respondent filed a motion to extend its time to answer, notice of default is hereby entered against respondent under Fed. R. Civ. P. 55(a).

Respondent is allowed until thirty days from the mailing date of this order to show cause why judgment by default should not be entered against respondent in accordance with Fed. R. Civ. P. 55(b).

EXH. F

ttab

IN THE U.S. PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Charles Colbert, Jr., Andre Fischer and
 Bobby Watson

v.

Tony Maiden

Opposition No. 91153091

03-11-2004

U.S. Patent & TMO/TM Mail Rpt Dt. #22

MOTION FOR DEFAULT

Pursuant to Trademark Rule 2.120(g) (1), 37 C.F.R. Section 2.120 (g), Applicant moves for a default judgment against Opposers. Applicant respectfully requests that the present Opposition proceeding be dismissed with prejudice due to Opposers' failure to comply with the Trademark Trial and Appeal Board's Order of September 11, 2003, compelling Opposers to respond to Applicant's first set of interrogatories and first request for production of documents.

I. FACTS

On February 14, 2003, Applicant served its first set of interrogatories and request for production of documents on Opposers. Opposers failed to provide any response to these discovery requests. Accordingly, on April 25, 2003, Applicant filed a motion to compel Opposer's answers with the Trademark Trial and Appeal Board ("the Board"). Opposers did not file a brief in response to the motion. On June 4, 2003, the Board suspended the Opposition proceeding pending disposition of the motion to compel.

The Board granted Applicant's motion as conceded on September 11, 2003 .

Opposers were ordered to serve their responses, without objection, to Applicant's outstanding discovery requests within thirty days of the September 11 order. The order also stated that if Opposers failed to respond to the discovery requests, that Applicant's remedy was to make a motion for judgment pursuant to Trademark Rule 2.120(g) (1), 37 C.F.R. Section 2.120 (g). To date, Opposers have not responded to Applicant's discovery requests.

II. ARGUMENT

The Board stated that if Opposers did not comply with its Order of September 11, 2003, compelling them to respond to Applicant's discovery requests, then Applicant's remedy "lies in a motion for judgment pursuant to Trademark Rule 2.120(g) (1), 37 CFR Section 2.120 (g)." Because Opposers have not responded to Applicant's discovery requests to date, Applicant hereby moves, as directed by the Board, for default judgment.

Trademark Rule 2.120(g) (1) states:

If a party fails to comply with an order of the Trademark Trial and Appeal Board relating to discovery . . . the Board may make any appropriate order, including any of the orders provided in Rule 37(b)(2) of the Federal Rules of Civil Procedure.

Since the Opposers have failed to provide any evidence whatsoever, and have failed to prosecute this Opposition proceeding, the remedy of default judgment is appropriate.

III. CONCLUSION

In view of the Opposers' total disregard of the Board's Order and its failure to prosecute this Opposition proceeding, Applicant respectfully requests that the present Opposition proceeding be dismissed with prejudice.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jennifer D. Silverman". The signature is fluid and cursive, with a long horizontal stroke at the end.

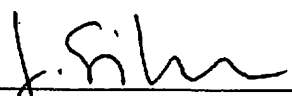
Dated: March 8, 2004

Jennifer D. Silverman
Reed Smith, LLP
599 Lexington Avenue, 29th Floor
New York, NY 10022
T- 212 521 5400
F- 212 521 5450

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing Motion for Default was served this day upon Opposers by mailing a copy to Opposers' attorney of record addressed to:

Patrick W. Fletcher, Esq.
Fletcher Law Offices
2600 Michelin Drive
17th Floor
Irvine, CA

By: 
Jennifer D. Silverman, Esq.
Reed Smith, LLP
599 Lexington Avenue, 29th Floor
New York, NY 10022

Dated: March 8, 2004

UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
Trademark Trial and Appeal Board
2900 Crystal Drive
Arlington, Virginia 22202-3514

JST/am

Mailed: June 29, 2004

Opposition No. 91153091

Charles Colbert, Jr., Andre
Fischer and Bobby Watson

v.

Tony Maiden

Applicant's power of attorney, filed March 26, 2004, is noted and entered. In view thereof, correspondence on behalf of applicant will be forwarded to PETER M. EICHLER at JENNINGS STROUSS & SALMON, PLC, THE COLLIER CENTER, 11TH FLOOR, 201 E.WASHINGTON STREET PHOENIX, AZ 85004-2385.

Applicant's motion for discovery sanctions, filed March 11, 2004, is hereby granted as conceded. See Trademark Rules 2.120(g) and 2.127(a).

Accordingly, the opposition is dismissed with prejudice.

*By the Trademark Trial
and Appeal Board*



United States Patent and Trademark Office

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TTABVUE. Trademark Trial and Appeal Board Inquiry System

v1.5

Opposition

Number: 91153091

Filing Date: 09/05/2002

Status: Terminated

Status Date: 07/15/2004

Interlocutory Attorney: JYLL S TAYLOR

Defendant

Name: MAIDEN, TONYCorrespondence: PETER M. EICHLERJENNINGS STROUSS & SALMON, PLC
THE COLLIER CENTER, 11TH FLOOR, 201 E.WASHINGTON STREET
PHOENIX, AZ 85004-2385Serial #: 75136806Application FileRegistration #: 2885485

Application Status: Registered

Mark: RUFUS

Plaintiff

Name: CHARLES COLBERT, JR, ANDRE FISCHER, ANDCorrespondence: PATRICK W. FLETCHERFLETCHER LAW OFFICES
2600 MICHELSON DRIVE, 17TH FLOOR CA 92612
IRVINE, CA 92612

Prosecution History

#	Date	History Text	Due Date
15	07/20/2004	TERMINATED	
14	07/12/2004	<u>RETURNED AS UNDELIVERABLE</u>	
13	07/12/2004	<u>RETURNED AS UNDELIVERABLE</u>	
12	06/29/2004	TERMINATED	
11	06/29/2004	<u>BD'S DECISION: DISMISSED W/ PREJUDICE</u>	
10	03/26/2004	<u>D'S POWER OF ATTORNEY</u>	
9	03/11/2004	<u>MOTION FOR DEFAULT</u>	
8	09/11/2003	<u>P ALLOWED 30 DAYS TO RESPOND, W/O OBJECTION TO D'S 1ST INTEROG;TRIAL DATES RESET</u>	
7	06/04/2003	<u>SUSPENDED PENDING DISP OF OUTSTNDNG MOT</u>	
6	04/25/2003	<u>D'S MOT TO COMPEL RESPONSES TO D'S REQ FOR PROD OF DOC AND THINGS AND INTERROGATORIES TO P'S 1ST SET</u>	
5	01/27/2003	<u>D'S C/A</u>	
4	11/27/2002	<u>ANSWER</u>	
3	10/15/2002	PENDING, INSTITUTED	
2	10/15/2002	<u>NOTICE AND TRIAL DATES SENT; ANSWER DUE:</u>	11/24/2002

EXH. G

DECLARATION

I, KEVIN MURPHY, HEREBY DECLARE:

1. I am the founding member of the musical recording act professionally known as Rufus.
2. In or about 1973, it was my original idea to name the group Rufus.
3. Sounding recordings by Rufus have continued to be published for distribution in commerce to this date.
4. I have authorized Tony Maiden to register the name and logo of Rufus as a mark with the Patent & Trademark Office.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 25th day of February, 1998, in the State of Wisconsin.


KEVIN MURPHY

EXH. H



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ARTISTS

**2009
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RUFUS FEATURING CHAKA KHAN

What a coup for the 2009 Wayman Tisdale Smooth Jazz Cruise to present the legendary band Rufus. The label "funk band" does not begin to describe the multi-faceted musical legacy of Rufus, the ever-changing interracial group formed in the seventies that launched vocal superstar Chaka Khan. With six gold and/or platinum albums (four of which were #1 R&B charters) and five #1 charting R&B singles (two of which went gold) Rufus' material spanned from the sublime balladry of "Sweet Thing" and "Hollywood" to the hard thumpin' grooves of "Ain't Nobody" and "Tell Me Something Good." Over a total of twelve albums (nine with Chaka), Rufus honed a fierce reputation that resulted in them sharing stages with everyone from Santana and the Commodores to Elton John and the Rolling Stones. Their position in pop history is as among the most versatile soul bands to spring forth from the fertile years of the seventies.



**PEABO
BRYSON**

**JEFF
GOLUB**

**EUGE
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**EVERETTE
HARP**

**JEFF
LORBER**

**BRIAN
SIMPSON**

**JOHN
STODDART**

**KIRK
WHALUM**

This current renaissance of Rufus sprang from a more personal spiritual reunion of Chaka Khan with former songwriting partner and Rufus band member Tony Maiden. After both had pursued their own artistic endeavors, they longed to get back to making music together the way they used to "back in the day" -- through spontaneous collaborations of deeply inspired creative energy. First, they recorded a two-song medley of Rufus classics 'Pack's My Bags/You Got the Love' and composed a brand new song titled 'Back In The Dry' for Chaka's 2007 album Funk This, a project that went on to win two Grammy Awards in 2008. From there they called in Kevin Murphy -- the founder of Rufus who had already been collaborating

**PETER
WHITE**

**WILLIE
AND LOBO**

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with Tony on a documentary about the history of Rufus - to join them for some eagerly-anticipated shows in which they will revitalize the band's incomparable musical legacy by performing their greatest hits along with album cut classics from their amazing canon of songs. Khan, Maiden and Murphy represent the trinity of organic elements that most clearly define 'the Rufus sound'.

Rufus began in Chicago as the evolution of a renegade band of rock-n-soul musicians. The group's name morphed from Smoke to Ask Rufus to just Rufus. Kevin Murphy - a keyboardist from Minneapolis inspired by Ray Charles. The Rascals' Felix Cavaliere and jazz organ greats such as Jimmy Smith - was an original member of this collective who contributed an expansive palette of textures playing organ, clavinet, piano, electric piano and synthesizers. He later co-wrote such Rufus staples as "Everlasting Love," "Sharing the Love" and "One Million Kisses."

The group's future brightened infinitely when original lead singer Paulette McWilliams departed for a solo career, grooming her replacement in a long-time friend - a diminutive yet fiery young singer named Chaka Khan. Chaka had been hanging out with Rufus for at least a year, so when she auditioned she had their show down cold! What she initially brought to Rufus would become one of the most awe-inspiring voices in pop music. Chaka Khan, born Yvette Marie Stevens on the Great Lakes Naval Training Center in Illinois, was influenced by instrumentalists like Miles Davis, operas like Madame Butterfly and Billie Holiday (circa Lady in Satin). A one hundred percent original, Khan also co-wrote "Pack'd My Bags," "Stay" and the R&B #1 hits "You Got The Love," and "Sweet Thing" - the latter an often-covered million-seller that netted writers Chaka Khan and Tony Maiden an ASCAP Award in 1993 for its enduring popularity and perennial airplay.

Their first album, 1972's self-titled Rufus on ABC Records, didn't bear any hits. But their version of Steve Wonder's "Maybe Your Baby" led to the song which would truly put Rufus on the map. Wonder was so impressed with their cover that he visited them while they were cutting their second album, Rags to Rufus (1974), and gave them the sexy funk boiler "Tell Me Something Good." It became

Rufus' first smash hit - a gold-seller that peaked at #3 on both Billboard's R&B and pop charts, and won a Grammy® for Best R&B Vocal Performance by a Group.

However, after the recording of Rags to Rufus (and before "Tell Me Something Good" became a hit), several of the band members quit. This led to the arrival of another crucial key in Rufus' history.

Los Angeles-born Tony Maiden, former member of the band High Voltage and an international touring musician with the great Billy Preston, was influenced by jazz pioneer Wes Montgomery, rock god Jimi Hendrix and the king of the blues B.B. King. To Rufus, Tony brought an arsenal of inventive guitar ricks, a game male vocal that could hold its own paired with the powerful Chaka, writing skills and a spiritual leadership to the group. Tony's co-lead vocals are featured on Rufus classics such as "Once You Get Started," "Do You Love What You Feel," "Blue Love," "Master Jam," "Ain't That Peculiar," "Change Your Ways", and a cover of Bobby Womack's "(You're Welcome) Stop On By." He also co-composed "Sweet Thing" At Midnight", "Pack'd My Bags," "Once You Get Started", "Dance With Me", "I'm A Woman", "Earth Song", "Quandry", and "Magic In Your Eyes."

Songwriters, arrangers and performers all, the members of Rufus co-produced their next album, Rufusized (1974 - ABC) with Bob Monaco before taking the reigns completely for Rufus Featuring Chaka Khan (1975 - ABC), Ask Rufus (1977 - ABC) and Street Player (1978 -ABC). These albums harness the essence of Rufus' sound via songs that were composed spontaneously in rehearsals. In 1978, Chaka Khan recorded the solo album, Chaka, the first of twelve (to date) while the band recorded Numbers (1979 - ABC), the first of three albums without Chaka that also includes Party 'Til You're Broke (1981 - MCA) and Seal in Red (1983 - Warner Bros.)

Rufus reunited with Chaka under producer Quincy Jones for their final gold-seller, Masterjam (1979 - MCA), featuring the disco smash "Do You Love What You Feel." Rufus & Chaka returned with the Camouflage album (1981 - MCA) and, finally, the double album Stompin' at the Savoy (1983 - Warner Bros.) which featured three sides

recorded live at the fabled New York Theatre and one side of four new studio recordings including "Ain't Nobody," Rufus' final #1 hit which stayed on Billboard®'s R&B chart for 27 weeks

Among the outstanding musicians that have contributed to the band's history are Ron Stockert, Dennis Belfield, Al Ciner and Andre Fischer from the early years to Bobby Watson, Nate Morgan, Richard "Moon" Calhoun, John "JR" Robinson and David "Hawk" Wolinski.

Representing an enviable level of quality and diversity, Rufus stands tall in the upper echelons of bands that sprang from the fertile period of seventies soul

For more information see: www.Chakakhan.com / www.Rufus.org

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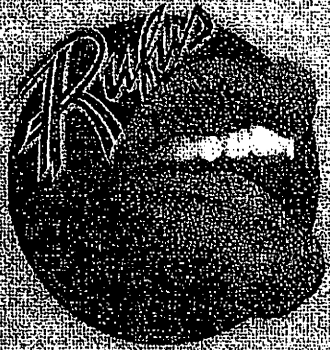
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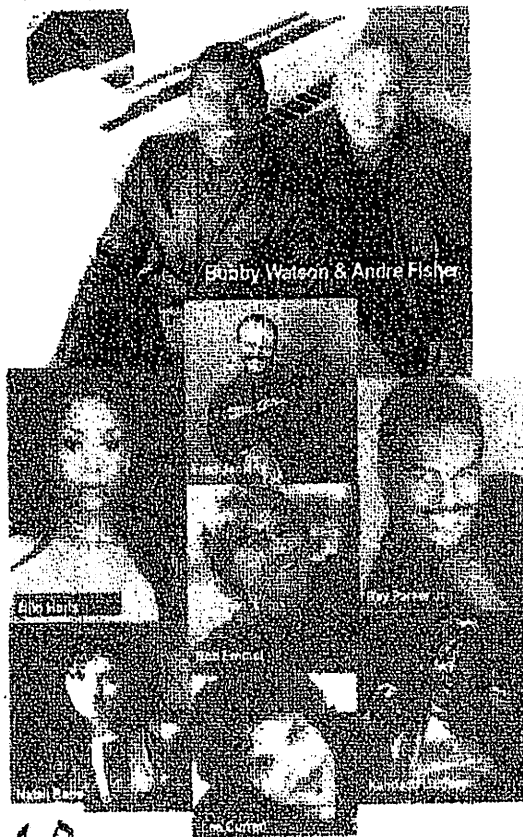
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Although the album sold poorly, Rufus gained a fan in Stevie Wonder thanks to their cover of his "Maybe Your Baby." Wonder gave them a new composition, the slowly grinding "Tell Me Something Good," that he'd written specifically with Khan's vocal style in mind. Pulled as a single from their second album, 1974's *Rags to Rufus*, "Tell Me Something Good" was a Top Five smash that turned Rufus and Khan into stars; Chaka co-wrote with Ray Parker Jr. the R&B chart-topping follow-up, "You Got the Love". Clearly, the band had found its niche, and a number of personnel shifts ensued: Stockert, Belfield and Ciner left the band and were replaced by Bobby Watson on bass, Tony Maiden on Guitar and Nate Morgan on Piano. Their funk sensibility thus bolstered, Rufus returned with a strong new album before year's end, *Rufusized*, which spawned two more hits in "Once You Got Started" and "Please Pardon Me (You Remind Me of a Friend)." The billing on 1975's *Rufus* Featuring Chaka Khan made the singer's star power official, and produced one of the group's biggest self produced hits in the R&B number one "Sweet Thing." Dave "Hawk" Wolinski joined as a second keyboardist from the group Medura for 1977's mellower *Ask Rufus* Album (the hit was "At Midnight (My Love Will Lift You Up and Dennis Belfield's Everlasting Love)"), and William "Moon" Calhoun formerly of the Gap Band and writer of "Stay," replaced drummer Fischer on 1978's *Street Player*. Fischer persued and attained success as a grammy Award winning Producer and stints as Sr. Vice president A&R MCA Records Urban Music Department, Vice President Jazz A&R for Quincy Jones Quest Records and Vice President Writer Development for 20th Century Fox Records.

Following the release of *Street Player*, Khan made what was perhaps an inevitable move into great solo recording with the release of her debut, *Chaka*; despite scoring a significant hit with "I'm Every Woman," she remained an official member of Rufus. The band's next album, *Numbers*, was recorded without Chaka, and upon its release in 1979, it saw limited success. Khan was back on board later that year for *Masterjam*, produced by Quincy Jones, and the band (featuring new drummer John "J.R." Robinson) was back on top of the R&B charts with "Do You Love What You Feel". However, Khan was absent for 1980's *Party 'Til You're Broke*, and although she returned for 1981's *Camouflage*, Rufus' chart fortunes were lessening. Khan returned for 1983's *Stompin' at the Savoy*, a double-record set featuring three sides of live material and one side of new studio recordings. One of those new songs, Hawk wolinski's "Ain't Nobody," became Rufus' final number one R&B hit, and also won a Grammy, allowing the group to end its career on a high note. Her contract up, Khan finally left and became a superstar thanks to a cover of Prince's "I Feel for You," and David Foster's "Through The Fire". Tony Maiden and Chaka reunited on the medley "Packed my Bags/You got the love" on Chaka's 2007 album, *Funk This*.

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ATTORNEYS AT LAW

1801 CENTURY PARK EAST

EARTH FLOOR

LOS ANGELES, CALIFORNIA 90087-2326

TELEPHONE (310) 593-8933

FAX (310) 593-9233

EDWIN F. MCPHERSON*
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HAWAII OFFICE

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SUITE 104
LAHAINA, MAUI 96761
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August 29, 2002

VIA TELECOPY NO. (310)514-0341Mr. Bobby Watson
1148 W. Second Street
San Pedro, California 90731Re: **Rufus/Bobby Watson/Resignation**
Our File No. 408-1

Dear Mr. Watson:

This office represents Rufus. Rufus has construed your recent actions in joining a competing band as a resignation by you as a performer with Rufus. Please be advised that your resignation has been accepted by Rufus. Effective immediately, you will no longer be performing or recording with the band, and you should no longer represent yourself as a member of, or performer with, Rufus.

Very truly yours,


EDWIN F. MCPHERSON

BFM/sm

cc: Mr. Tony Maiden
Mr. David Hawk Wolinski
Mr. John Robinson
Ms. Mitchaelle Maiden
Bernard H. Gudvi, C.P.A.
Peter M. Lopez, Esq.
David A. Helfant, Esq.