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Filing date: **11/27/2017**

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

Proceeding	92065911
Party	Plaintiff Joseph Valenti
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Submission	Motion to Amend Pleading/Amended Pleading
Filer's Name	Phillip Thomas Horton
Filer's email	NEROLitigation@gmail.com
Signature	/Phillip Thomas Horton/
Date	11/27/2017
Attachments	NERO second Amended Cancellation.pdf(3350894 bytes )

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

In the matter of trademark Registration No. 4657988  
For the mark NERO  
Registered on December 16, 2014

Joseph Valenti,  Petitioner,  v.  Ford Ivey d/b/a NERO World, LLC,  Assignee.	Cancellation No. 92065911
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**SECOND AMENDED PETITIONER FOR CANCELLATION**

**I. The Parties.**

1. Joseph Valenti (“Petitioner”), with a principal residence of 2763 NC Hwy 731 West, Mount Gilead, NC 27306, believes that he is and will continue to be damaged by Registration No. 4657988 and hereby submits this Amended Petition For Cancellation, pursuant to a Board Order dated September 14, 2017, to cancel said registration under the provisions of Section 14 of the Trademark Act of 1946, 15 U.S.C. § 1064 on the grounds that the registration was obtained through fraud on the United States Patent and Trademark Office, is likely to be confused with a mark previously used and not abandoned by Petitioner, and that the Assignee cannot lawfully use the mark.
2. Ford Ivey d/b/a NERO World, LLC, has an address, on information and belief, of 21 Battery Park Ave., Apt. 302, Asheville, NC 28801 (“Assignee”).

1       **II.     Standing.**

2               3.     Assignee is listed in the United States Patent and Trademark Office  
3     (“USPTO”) records as the owner of record of Registration No. 4657988 (the  
4     “Assignee’s Registration”) for use of the mark NERO (“NERO”) with  
5     “Entertainment, namely, production of live-action roleplaying games and  
6     interactive theatre productions” in International Class 041 (“Assignee’s  
7     Services”).

8               4.     Petitioner is:

9                     a)     An individual who owns numerous copyrights and offers  
10     entertainment activities and venues for conducting role-playing events featuring  
11     costumes, lifestyles, customs and languages from times past, other than the era  
12     of the Roman Empire, as well as digital and printed material relating to the rules  
13     and regulations for NERO (“Petitioner’s Services”); and

14                    c)     The owner and operator of the website www.NEROLARP.com  
15     (“Petitioner’s Website”) (Exhibit A); and

16                    c)     The owner of all copyrights for works created and distributed  
17     from 1998 that relate and involve NERO (“Petitioner’s Copyrights”) (Exhibit B),  
18     which allows Petitioner to offer Petitioner’s Services; and

19                    d)     The sole owner and sole proprietor of various business  
20     ventures, such as Nero Live Adventure Games, NERO, New England Roleplaying  
21     Organization, and NERO Game Systems, as well as being the sole President and  
22     Owner of NERO International Holding Co. Inc. (“Petitioner’s Companies”).

23               5.     On information and belief, any application by Petitioner to register  
24     the names related to Petitioner’s Services, Petitioner’s Website, Petitioner’s  
25     Copyrights, and/or Petitioner’s Companies will be rejected based on Assignee’s  
26     Registration.

27               6.     Petitioner believes he has and will continue to be damaged by the

1 Assignee's Registration, and hereby petitions for cancellation of the same  
2 pursuant to 15 U.S.C. §1064.

3 **III. Grounds for Cancellation**

4 FIRST GROUND FOR RELIEF:  
5 PRIORITY UNDER SECTION 2(D).

6 7. Petitioner incorporates by reference Paragraphs 1-6 as set forth  
7 above.

8 8. NERO is an acronym for New England Roleplaying Organization.

9 9. Petitioner has continuously used NERO with Petitioner's Website,  
10 Petitioner's Services, Petitioner's Copyrights, and Petitioner's Companies since  
11 at least as early as August 3, 1998.

12 10. Petitioner has continuously used NERO with Petitioner's Services,  
13 which stems from Petitioner's Registration No. 2270409 ("409 Registration"), in  
14 which Petitioner's Companies, specifically NERO Holding International Co., Inc.  
15 offered "Entertainment activities, namely, the conducting of role-playing events  
16 featuring costumes, lifestyles, customs and language from times past, other than  
17 the era of the Roman Empire" in International Class 041.

18 11. Petitioner's '409 Registration was cancelled March 20, 2010 due to  
19 Petitioner failing to renew on time but was never abandoned and has been  
20 continuously used.

21 12. Petitioner has continuously used NERO with Petitioner's Website,  
22 Petitioners Services, Petitioner's Copyrights, and Petitioners Companies.

23 13. Petitioner has continuously used and has continuously maintained  
24 Petitioner's Website, Petitioner's Copyrights, and Petitioner's Companies to  
25 promote Petitioner's Services as early as April 17, 1998.

26 14. Petitioner has engaged in numerous contracts with consumers who  
27 sought to use of the NERO name, likeness, materials, and good will.

1           15.    Petitioner and William J. Bearden d/b/a NERO Central (“Bearden”)  
2 entered into a License Agreement on April 1, 2006 (“Agreement”) allowing  
3 Bearden to use Petitioner’s NERO name, likeness, materials, and goodwill.

4           16.    Petitioner, on Page 2 in the Agreement, stated Petitioner used and  
5 owned NERO.

6           17.    The Agreement clearly shows that Petitioner was using NERO, as  
7 well as showing that Bearden knew that Petitioner was using the mark, which is  
8 evidenced by Bearden’s signature on the Agreement.

9           18.    Bearden assigned NERO to Assignee on September 14, 2015,  
10 recorded in Reel 005622, Frame: 0904.

11          19.    Assignee exchanged numerous emails with Petitioner asking to buy  
12 the NERO mark from Petitioner but was unsuccessful.

13          20.    Assignee encouraged Bearden to register the mark and then later,  
14 to assign the mark to Assignee.

15          21.    Assignee knew Bearden was not the rightful owner since Assignee  
16 was the same person that sold the rights, title, and interested in NERO to  
17 Petitioner.

18          22.    Petitioner’s earliest date of first use of NERO with Petitioner’s  
19 Services that Petitioner can claim is August 3, 1998, and the earliest constructive  
20 priority date petitioner can claim is January 20, 1998, the filing date of  
21 Petitioner’s ‘409 Registration.

22          23.    In the alternative, Petitioner’s earliest date of first use of NERO  
23 with Petitioner’s Services that Petitioner can claim is August 3, 1998, and the  
24 earliest constructive priority date petitioner can claim is April 1, 2006, the signed  
25 date of the Agreement between Petitioner and Bearden.

26          24.    On information and belief, Assignee’s earliest date of first use of  
27 NERO with Assignee’s Goods that Assignee can claim is June 14, 2006, and the

1 earliest constructive priority date Assignee can claim is the May 13, 2014 filing  
2 date of the application.

3 25. Petitioner has and continues to be damaged by the continued  
4 registration of Registrant's Registration.

5 SECOND GROUND FOR RELIEF:  
6 LIKELIHOOD OF CONFUSION

7 26. Petitioner incorporates by reference Paragraphs 1-25 as set forth  
8 above.

9 27. Petitioner has actively maintained and continuously used  
10 Petitioner's Services. Petitioner has also actively maintained and continuously  
11 used Petitioner's Website, Petitioner's Copyrights, and Petitioner's Companies as  
12 a promotional vehicle for Petitioner's Services, and as a means of keeping  
13 Petitioner's fans updated about NERO news, NERO events, NERO publications,  
14 local and nationwide NERO information, and a forum for NERO members to talk  
15 and engage with one another.

16 28. Petitioner, through Petitioner's Website, Petitioners Services,  
17 Petitioner's Copyrights, and Petitioners Companies, has developed a substantial  
18 client base, which includes over 5,000 members, 31 NERO Licensed Chapters in  
19 the USA, and 3 NERO Licensed Chapters outside of the USA.

20 29. Petitioner also operates and controls NERO LARP on Facebook,  
21 which has been active since January 1, 2008 and has over 1,900 active members.

22 30. Since long prior to Assignee's filing date or alleged date of first use  
23 on the Assignee's application, Petitioner has continuously used NERO with  
24 Petitioner's Website, Petitioner's Services, Petitioner's Copyrights, and  
25 Petitioner's Companies, as well as social media platforms.

26 31. Since 1998, Petitioner has expended an extensive amount of money  
27 in advertising to promote NERO in U.S. commerce with Petitioner's Website,

1 Petitioner's Services, Petitioner's Copyrights, and Petitioner's Companies.  
2 Petitioner's marks are inherently distinctive and well known, and consumers  
3 associate the marks with Petitioner's Services and Petitioner's Website Services.

4 32. By reason of Petitioner's prior use of NERO on and in connection  
5 with Petitioner's Services, as well as advertisements, events, and publications,  
6 the public will believe that Assignee's use of NERO are sponsored or approved by  
7 Petitioner and that the quality of goods and services bearing NERO has been  
8 approved and/or maintained by Petitioner.

9 33. On information and belief, any application by Petitioner to register  
10 NERO in connection with Petitioner's Services will be rejected based on  
11 Assignee's mark.

12 34. Petitioner believes and therefore alleges that continued registration  
13 of NERO in Registration No. 4657988 will damage Petitioner, for the reasons  
14 among others:

15 a) The customers and purchasers of the respective goods and  
16 services will be confused, mistake, or deceived as to the source or origin of  
17 Assignee's Services sold under the mark petitioned herein; and

18 b) That customers and purchasers of the respective goods and  
19 services will assume, contrary to fact, that Assignee's Services are associated  
20 with, sponsored by, approved by or otherwise related to or affiliated with  
21 Petitioner, when such is not the case; and

22 c) That Assignee's mark will damage the goodwill represented  
23 and symbolized by Petitioner's mark; and

24 d) That Assignee's mark will dilute the distinctive quality of  
25 Petitioner's mark within the meaning of The Lanham Act

26 35. Assignee's mark in Registration No. 4657988 so resembles  
27 Petitioner's previously registered and continuously used '409 Registration as to

1 be likely, when applied to the goods set forth in Assignee’s Registration, to cause  
2 confusion, mistake, or to deceive within the meaning of 15 U.S.C. §1052(d).

3 36. Assignee’s mark in Registration No. 4657988 so resembles  
4 Petitioner’s continuously used and well-known NERO mark as to be likely, when  
5 applied to the goods set forth in Assignee’s Registration, to cause confusion,  
6 mistake, or to deceive within the meaning of 15 U.S.C. §1052(d).

7 37. Petitioner has and continues to be damaged by the continued  
8 registration of Registrant’s Registration since Registrant’s Registration is exactly  
9 identical to Petitioner’s previously registered and continuously used mark.

10 THIRD GROUND FOR RELIEF:  
11 FRAUD

12 38. Petitioner incorporates by reference Paragraphs 1-37 as set forth  
13 above.

14 39. On or about April 3, 2006, Bearden entered into the Agreement with  
15 Petitioner to be part of the NERO gaming community and use Petitioner’s  
16 names, likeness, materials, and good will.

17 40. Petitioner, on Page 2 of the Agreement, states he also uses the  
18 marks NERO, New England Roleplaying Organization, and NERO Game  
19 Systems.

20 41. On or about May 13, 2014, Bearden filed with the USPTO an  
21 application to register the trademark NERO. The application included a sworn  
22 declaration signed under penalty of perjury by Bearden.

23 42. Bearden swore that “...the Applicant is the owner of the  
24 trademark/service mark sought to be registered...” and “the signatory believes  
25 that to the best of the signatory’s knowledge and belief, no other person has the  
26 right to use the mark in commerce...when used on or in connection with the  
27 goods/services of such other person, to cause confusion or mistake, or to deceive;”



1 and that all statements made in Bearden's application were true.

2 43. Such statements were knowingly false at the time they were made,  
3 and made with intent to deceive the USPTO.

4 44. Bearden knew he was not the rightful owner of the NERO mark and  
5 that Petitioner was using the NERO mark.

6 45. Bearden had actual and constructive knowledge of Petitioner's use  
7 of the NERO mark since Bearden was in a contract with Petitioner.

8 46. Upon information and belief, Bearden's false statements were made  
9 knowingly. Bearden knowingly made his false statements as to the ownership of  
10 the mark and deceived the USPTO with the intent to procure a registration to  
11 which Bearden was not entitled, and Bearden was successful in procuring  
12 favorable registration of the application.

13 47. Upon information and belief, Bearden's false statements were made  
14 knowingly. Bearden knowingly made false statements as to Bearden's priority of  
15 the NERO mark, as shown by his signature on the Agreement, with the intent to  
16 procure a registration to which Bearden was not entitled, and Bearden was  
17 successful in procuring favorable registration of the application

18 48. Upon information and belief, Bearden's false statements were made  
19 knowingly. Bearden knowingly made false statements as to the ownership of the  
20 mark, knowing that the public would confuse the ownership of the mark with  
21 Petitioner, with the intent to procure a registration to which Bearden was not  
22 entitled, and Bearden was successful in procuring favorable registration of the  
23 application.

24 49. Upon information and belief, Bearden's false statements were made  
25 knowingly. Bearden knowingly made false statements as to the ownership of the  
26 mark, intentionally failing to disclose these facts to the USPTO, with the intent  
27 to procure a registration to which Bearden was not entitled, and Bearden was

1 successful in procuring favorable registration of the application.

2 50. Petitioner has been and continues to be damaged by the fraudulent  
3 procurement of said registration of the NERO mark.

4 51. The USPTO reasonably and actually relied upon these false  
5 statements, resulting in the application being improperly granted a registration  
6 for the NERO mark. As a proximate result, Petitioner has been damaged.

7 52. Bearden's registration was obtained fraudulently and should be  
8 cancelled.

9 53. Assignee knew Bearden was not the rightful owner of the mark.

10 54. Accordingly, any assignment of the successful procurement of a  
11 mark through fraud should be void and Assignee's Registration should be  
12 cancelled.

13 55. Petitioner has and continues to be damaged by the continued  
14 registration of the fraudulent registration of Registrant's Registration and asks  
15 the Board to cancel said registration.

16 FOURTH GROUND FOR RELIEF:  
17 FRAUDULENT SPECIMENS OF USE

18 56. Petitioner incorporates by reference Paragraphs 1-55 as set forth  
19 above.

20 57. Bearden, under the Agreement with Petitioner, dated April 3, 2006,  
21 was authorized to use the name, likeness, materials, and good will of Petitioner's  
22 Services and Petitioner's Copyrights.

23 58. Bearden was given a license to operate under the NERO name, but  
24 was given no ownership in the NERO name, likeness, materials, or good will.

25 59. Bearden had control over the www.nerocentral.com website, but  
26 held no ownership in the NERO name, likeness, materials, or good will.

27 60. Bearden's website, www.nerocentral.com, was created on April 19,

1 2006, which is 18 days after the Agreement was signed.

2 61. In support of its application, Bearden attached a specimen of use in  
3 connection with International Class 041, consisting of a screen shot of the  
4 www.nerocentral.com website homepage.

5 62. Further, Bearden’s website design is virtually identical to  
6 Petitioner’s Website, which shows NERO in a stylized fashion. (Exhibit C)

7 63. Bearden swore that “...the Applicant is the owner of the  
8 trademark/service mark sought to be registered...” and “the signatory believes  
9 that to the best of the signatory’s knowledge and belief, no other person has the  
10 right to use the mark in commerce...when used on or in connection with the  
11 goods/services of such other person, to cause confusion or mistake, or to deceive;”  
12 and that all statements made in Applicant’s application were true.

13 64. Bearden responded to a total of two Office Actions, each time with  
14 the Declaration that Bearden was the owner of the NERO mark.

15 65. Bearden’s responses and statements were knowingly false at the  
16 time they were made, and made with the intent to deceive the USPTO.

17 66. Bearden knew that he was not, at the time of the filing of its  
18 application for registration, the rightful owner of the NERO mark.

19 67. Bearden knew that the NERO mark was being used by Petitioner.

20 68. Bearden knew that Petitioner was the owner of the NERO mark  
21 since the Agreement, signed by Bearden, stated Petitioner operated under and  
22 used the mark NERO.

23 69. Bearden knew the NERO mark had been, and was being, used by  
24 Petitioner as trademarks and tradenames since as early as August 1998 and  
25 continued to be so used by Petitioner.

26 70. Despite Bearden’s knowledge of the foregoing matters, Bearden  
27 deliberately converted and misappropriated Petitioner’s NERO mark, name,

1 identity, materials, and good will.

2 71. Upon information and belief, Bearden's false statements were made  
3 knowingly. Bearden knowingly made the false statements as to the ownership of  
4 the mark, by submitting a specimen showing a mark he did not own, with the  
5 intent to procure a registration to which Bearden was not entitled, and Bearden  
6 was successful in procuring favorable registration of the application.

7 72. Upon information and belief, Bearden's false statements were made  
8 knowingly. Bearden knowingly made false statements as to the ownership of the  
9 mark in the specimen, knowing that the Examiner would believe Bearden was  
10 the true owner, with the intent to procure a registration to which Bearden was  
11 not entitled, and Bearden was successful in procuring favorable registration of  
12 the application.

13 73. Upon information and belief, Bearden's false statements were made  
14 knowingly. Bearden knowingly made false statements as to the ownership of the  
15 mark in the specimen, intentionally failing to disclose these facts to the USPTO,  
16 with the intent to procure a registration to which Bearden was not entitled, and  
17 Bearden was successful in procuring favorable registration of the application.

18 74. The USPTO reasonably and actually relied upon these false  
19 statements, resulting in the application being improperly granted a registration  
20 for the NERO mark. As a proximate result, Petitioner has been damaged.

21 75. Bearden's registration was obtained fraudulently and should be  
22 cancelled.

23 76. Assignee knew Bearden was not the rightful owner of the mark.

24 77. Accordingly, any assignment of the successful procurement of a  
25 mark through fraud should be void and Assignee's Registration should be  
26 cancelled.

27 78. Petitioner has and continues to be damaged by the continued

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registration of the fraudulent registration of Registrant's Registration and asks  
the Board to cancel said registration.

WHEREFORE, Petitioner believes he has and will continue to be  
damaged by the continued registration of Assignee's Registration, and pray that  
his Petition for Cancellation be sustained in his favor and that Assignee's  
Registration be cancelled pursuant to 15 U.S.C. § 1064 and for such other and  
further relief as may be deemed just and proper.

Dated: 11/27/2017

By: /Phillip Thomas Horton/  
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Attorney for Petitioner  
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Farmington, UT 84025  
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**CERTIFICATE OF SERVICE**

I, Phillip Thomas Horton, Esq., certify that a true and correct copy of the foregoing document was filed with the Trademark Trial and Appeal Board via the Electronic System for Trademark Trials and Appeals and was sent via email to Jovanna Bearden at the following email address:

jovannabearden@gmail.com

jovannabearden@bearden.law

Dated: 11/27/2017

By: Phillip Thomas Horton  
Phillip Thomas Horton  
Attorney for Petitioner  
47 School Street  
Pembroke, MA 02359  
Telephone: (617) 721-6205  
Email: NEROLitigation@gmail.com

# Exhibit A

# ICANN WHOIS

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*Showing results for: NEROLARP.COM*

Original Query: nerolarp.com

## Contact Information

### Registrant Contact

Name: JOSEPH VALENTI

Organization: NERO LIVE ADVENTURE GAMES, LLC

Mailing Address: 2763 NC HIGHWAY 731 W., MOUNT GILEAD NC 27306 US

Phone: +1.9143097718

Ext:

Fax:

Fax Ext:

Email: JVALENTI@NEROLARP.COM

### Admin Contact

Name: JOSEPH VALENTI

Organization: NA

Mailing Address: NERO INTERNATIONAL HOLDING CO., INC., RYE NY 10580-0543 US

Phone: +1.9143289123

Ext:

Fax:

Fax Ext:

Email: JVALENTI@NEROLARP.NET

### Tech Contact

Name: JOSEPH VALENTI

Organization: NA

Mailing Address: NERO INTERNATIONAL HOLDING CO., INC., RYE NY 10580-0543 US

Phone: +1.9143289123



Ext:  
Fax:  
Fax Ext:  
Email:JVALENTI@NEROLARP.NET

## Registrar

WHOIS Server: whois.enom.com  
URL: www.enom.com  
Registrar: ENOM, INC.  
IANA ID: 48  
Abuse Contact Email:abuse@enom.com  
Abuse Contact Phone: +1.4252982646

## Status

Domain Status:ok <https://www.icann.org/epp#ok>

## Important Dates

Updated Date: 2017-03-20  
Created Date: 1998-04-17  
Registrar Expiration Date: 2018-04-16

## Name Servers

NS1.NEROLARP.COM  
NS2.NEROLARP.COM

## Raw WHOIS Record

Domain Name: NEROLARP.COM  
Registry Domain ID: 1651836\_DOMAIN\_COM-VRSN

Registrar WHOIS Server: whois.enom.com  
Registrar URL: www.enom.com  
Updated Date: 2017-03-20T00:29:25.00Z  
Creation Date: 1998-04-17T04:00:00.00Z  
Registrar Registration Expiration Date: 2018-04-16T04:00:00.00Z  
Registrar: ENOM, INC.  
Registrar IANA ID: 48  
Domain Status: ok <https://www.icann.org/epp#ok>  
Registry Registrant ID:  
Registrant Name: JOSEPH VALENTI  
Registrant Organization: NERO LIVE ADVENTURE GAMES, LLC  
Registrant Street: 2763 NC HIGHWAY 731 W.  
Registrant City: MOUNT GILEAD  
Registrant State/Province: NC  
Registrant Postal Code: 27306  
Registrant Country: US  
Registrant Phone: +1.9143097718  
Registrant Phone Ext:  
Registrant Fax:  
Registrant Fax Ext:  
Registrant Email: JVALENTI@NEROLARP.COM  
Registry Admin ID:  
Admin Name: JOSEPH VALENTI  
Admin Organization: NA  
Admin Street: NERO INTERNATIONAL HOLDING CO., INC.  
Admin Street: PO BOX 543  
Admin City: RYE  
Admin State/Province: NY  
Admin Postal Code: 10580-0543  
Admin Country: US  
Admin Phone: +1.9143289123  
Admin Phone Ext:  
Admin Fax:  
Admin Fax Ext:  
Admin Email: JVALENTI@NEROLARP.NET  
Registry Tech ID:  
Tech Name: JOSEPH VALENTI  
Tech Organization: NA  
Tech Street: NERO INTERNATIONAL HOLDING CO., INC.  
Tech Street: PO BOX 543  
Tech City: RYE  
Tech State/Province: NY  
Tech Postal Code: 10580-0543  
Tech Country: US  
Tech Phone: +1.9143289123  
Tech Phone Ext:  
Tech Fax:  
Tech Fax Ext:  
Tech Email: JVALENTI@NEROLARP.NET  
Name Server: NS1.NEROLARP.COM  
Name Server: NS2.NEROLARP.COM  
DNSSEC: unSigned  
Registrar Abuse Contact Email: abuse@enom.com  
Registrar Abuse Contact Phone: +1.4252982646

URL of the ICANN WHOIS Data Problem Reporting System:

<http://wdprs.internic.net/>

>>> Last update of WHOIS database: 2017-03-20T00:29:25.00Z <<<

For more information on Whois status codes, please visit

<https://icann.org/epp>

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this whois database system providing you this information; or (2) allow,

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# Exhibit B



## COPYRIGHT ASSIGNMENT

WHEREAS, David House, a US Citizen commonly known as a Creative Writer among the NERO Live Action Role Play community, with a date of birth of May 10, 1966, an e-mail of dekex2@comcast.net, a telephone number of 774-573-6806, and residence at 2 Spruce St, Blackstone, MA 01504

(hereinafter termed AUTHOR), has created original works of authorship fixed in a tangible medium of expression (hereinafter termed WORKS), namely the following materials:

**All NERO based WORKS created between year 1988 and year 2015 inclusive, including but not limited to;**

- 1. DARK ELF RACIAL PACKAGE**
- 2. WORKS Published in the Raven's Herald**
- 3. WORKS Based upon the NERO Realm of RAVENHOLT**
- 4. WORKS Based upon the NERO Realm of DRAELONDE**
- 5. WORKS in NERO LARP based publications.**

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9/2/2017



WHEREAS, Joseph Alan Valenti, a person known for, since August 03, 1998, doing business as NERO International, Inc., NERO International Holding Co., Inc., and NERO Live Adventure Games, LLC; with a residence at 2763 NC Highway 731 West, Mount Gilead, NC 27306, and with a Date of Birth of October 27, 1967 (hereinafter termed ASSIGNEE), is desirous of acquiring the entire right, title, and interest in and to said WORKS and in and to any copyrights thereon arising and/or granted in the United States and foreign countries.

NOW, THEREFORE, for other goods and valuable consideration received by said AUTHOR from said ASSIGNEE, the receipt and sufficiency of which is hereby acknowledged by said AUTHOR, AUTHOR irrevocably transfers and assigns to ASSIGNEE, in perpetuity, all rights (whether now known or hereinafter invented), title, and interest, throughout the world, including any copyrights and renewals or extensions thereto, in WORKS.

1. AUTHOR warrants and represents that he has not entered into any assignment, contract, or understanding in conflict herewith.

2. The terms, covenants, and provisions of this assignment shall inure to the benefit of ASSIGNEE, its successors, assigns, and/or other legal representatives, and shall be binding upon said AUTHOR, his respective heirs, legal representatives, and assigns.

3. This instrument contains the entire and only agreement between the parties and supersedes all other pre-existing verbal and written agreements made between them respecting its subject matter.

**DAVID HOUSE**

SIGNATURE:

DocuSigned by:  
*David House*  
266BA4BDBCCE445...

David N House II

PRINTED NAME:

5/10/1966

DATE OF BIRTH:

TODAY'S DATE:

9/2/2017

# Exhibit C

Petitioner's Website



## NERO LARP Live Action Role Play

- HOME
  - LARP RULES
  - WORLD OF TYRRA
  - FIND NERO LARP
  - SHOP
  - COMPANY
  - MEMBERS DB
  - LINKS
  - FORUM
  - Site Stats
- NERO LARP TOUR
  - DOWNLOADS
  - OPEN NERO LARP
  - LARP EVENT CALENDER
  - NEWSLETTER
  - SUBMIT NEWS



Click to enable Adobe Flash Player

### News

NERO LARP Live Action Role Playing, Since 1986  
Welcome to NERO LARP! We are the premier Live Action Role Playing (LARP) organization in North America - Since 1986. In Live Action Role-playing, you become the character of your fantasies, and, acting out the action, solve the mystery's and defeat adversaries with wit, intelligence, and/or sword & sorcery. At NERO events, you use skills that your character has earned, as well as the skills that you as the player bring to the game. Much like King Arthur, Lord of the Rings, Harry Potter, SuperNatural, Twilight, Blood Lines, and Renaissance Fairs, except you're the HERO (or the Villain).

Your imagination has found a home!

The NERO LARP Organization has 50+ NERO LARP Chapters using One Set of LARP Game Rules in One Game World with Unrestricted Transference of Characters, Treasure & Possessions.

Download the NERO LARP Rule Book and Start Your Story Today!

Friday 29 July 2016

29/07 : NERO Mass Ravenholt Transferred to New Owners

From the Desk of Joseph Valenti

### Welcome

Username:

Password:

Remember me

[ Signup ]  
[ Forgot password? ]

### Online

Guests: 5, Members: 0 ...  
most ever online: 183  
(Members: 0, Guests: 183) on 05 Feb : 09:39



bearden s  
Web site

The screenshot shows the top portion of a website. At the top left, the text "bearden s" and "Web site" is displayed in red. Below this is a navigation bar with a gold background. On the right side of this bar are the links "Register", "Login", and "Search..." with a magnifying glass icon. The main header area features a large, dark blue-tinted illustration of a medieval town square filled with people. Overlaid on this illustration is the word "NERO" in a large, black, gothic-style font. Below "NERO" is the text "New England Roleplaying Organization" in a smaller, gold, serif font. To the right of the illustration, there are four navigation links: "Home", "About LARP", "Events", and "Forum". At the bottom of the header area, the text "NERO Central" is displayed in a gold font.