

ORIGINAL

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS

CLERK US DISTRICT COURT  
NORTHERN DIST. OF TX  
FILED  
2012 JUL -2 PM 12:41  
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BECKETT MEDIA, LLC,

Plaintiff,

v.

MJ HOLDING COMPANY, LLC, d/b/a  
BECKETT ASSOCIATES,

Defendant.

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

**3-12CV-2104P**

**DEFENDANT'S NOTICE OF REMOVAL**

Defendant MJ Holding Company, LLC ("MJ Holding") files this Notice of Removal, pursuant to 28 U.S.C. §§ 1331, 1332, 1338, 1441 and 1446, and hereby removes this action from the 68<sup>th</sup> Judicial District Court, Dallas County, Texas to this Court on the following grounds:

**I. PROCEDURAL HISTORY**

1. On June 28, 2012, Beckett Media, LLC ("Beckett"), filed its Original Petition and Request for Disclosure in the 68th Judicial District Court, Dallas County, Texas. *See* Ex. A (Original Petition and Request for Disclosure). The Original Petition asserts claims against MJ Holding for unfair competition and dilution under the federal Lanham Act, 15 U.S.C. §§ 1117 and 1125, as well as claims for breach of contract, common law trademark infringement and unfair competition, and dilution under the Texas Anti-Dilution Act. *Id.* The Original Petition demands a jury trial for Beckett's claims, all of which arise from MJ Holding's use of the term "Beckett" in the course of its business.. *Id.* The Original Petition has not been served on MJ Holding, but counsel for MJ Holding received a copy on June 29, 2012.

## II. BASES FOR REMOVAL

2. Generally, a defendant may remove any civil action from state court to federal court if the action is one over which the federal court possesses original jurisdiction. *See* 28 U.S.C. § 1441(a) (“[A]ny civil action brought in a State court of which the district courts of the United States have original jurisdiction, may be removed by the defendant or the defendants, to the district court of the United States for the district and division embracing the place where such action is pending.”). Removal of this civil action is proper because: (1) the Original Petition asserts claims arising under federal law, namely the Lanham Act; and (2) there is complete diversity between the parties and the amount in controversy exceeds \$75,000. *See* 28 U.S.C. §§ 1331, 1332, and 1441(a).

### A. This Court has Original Jurisdiction Over this Action Under 28 U.S.C. § 1331

3. “The district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States.” 28 U.S.C. § 1331. Moreover, section 39 of the Lanham Act expressly mandates that the district courts of the United States shall have original jurisdiction of all actions arising under the Lanham Act, without regard to the amount in controversy or to diversity of the citizenship of the parties. *See* 15 U.S.C. § 1121; *see also Blue Bell, Inc. v. Farah Mfg. Co.*, 508 F.2d 1260, 1264 n. 4 (5th Cir. 1975) (“Federal courts have original jurisdiction over actions arising under the Lanham Act.”). When a plaintiff joins in one action claims that are within the federal district courts’ original jurisdiction and claims that are not within the federal district courts’ original jurisdiction, the entire action is removable. *See* 28 U.S.C. § 1441(c)(1).

4. Because the Original Petition explicitly invokes and requests relief under the Lanham Act, Beckett’s entire action, including the claims arising under state law, is removable to this Court under 28 U.S.C. §§ 1331 and 1441(a).

B. This Court has Original Jurisdiction Over this Action Under 28 U.S.C. § 1332(a)

5. Federal district courts also have original jurisdiction over all civil actions where the parties are citizens of different states and the amount in controversy exceeds \$75,000. *See* 28 U.S.C. § 1332(a).

6. MJ Holding is an Illinois limited liability company with its principal place of business in Bedford Park, Illinois. None of MJ Holding's members reside in Texas. Thus, MJ Holding is a citizen of the State of Illinois and is not a citizen of the State of Texas. On the other hand, the Original Petition alleges that Beckett is a Texas corporation with its principal place of business in Dallas, Texas. Thus, Beckett is a citizen of the State of Texas. Because MJ Holding is an Illinois citizen and Beckett is a Texas citizen, there is complete diversity between the parties as required by 28 U.S.C. § 1332(a).

7. Furthermore, despite Beckett's failure to specify the amount in controversy in the Original Petition, other evidence establishes by a preponderance of the evidence that Beckett is requesting far more than \$75,000 in this action. Specifically, Beckett's counsel sent a demand letter to MJ Holding's counsel prior to filing this suit, in which Beckett demanded \$10,000,000 as a result of MJ Holding's alleged "acts of infringement." *See* Ex. B.; *see also Robinson v. Radio One, Inc.*, 2009 WL 4597978 at \*3-4 (N.D. Tex. 2009) (finding offer of settlement admissible as evidence of amount in controversy) (citing *Pollet v. Sears Roebuck and Co.*, 2002 WL 1939917 at \*1 n. 5 (5<sup>th</sup> Cir. 2002); *Carroll v. Stryker Corp.*, 658 F.3d 675, 681-82 n.2 (7<sup>th</sup> Cir. 2011)). Accordingly, the amount in controversy is well in excess of the jurisdictional limits prescribed by 28 U.S.C. § 1332(a).

8. Because there is complete diversity of parties and the amount in controversy exceeds \$75,000, removal is proper under 28 U.S.C. §§ 1332 and 1441(a).

### **III. OTHER REQUIREMENTS**

9. Pursuant to Northern District Local Rules 81.1(a)(1)-(2), an original and one copy of a completed civil cover sheet and supplemental civil cover sheet are being filed contemporaneously with MJ Holding's Notice of Removal.

10. Pursuant to 28 U.S.C. § 1446(a) and Northern District Local Rule 81.1(a)(3)(C), copies of all pleadings, process, orders, and other filings, including an index of such documents and the state court docket sheet as required by Northern District Local Rules 81.1(a)(3)(A)-(B), are attached as exhibit A.

11. Pursuant to 28 U.S.C. § 1446(d), after filing this Notice of Removal, MJ Holding will promptly serve its Notice of Filing Notice of Removal on all adverse parties and file the same in the 68th Judicial District Court, Dallas County, Texas. A copy of MJ Holding's Notice of Filing of Notice of Removal is attached as Exhibit C.

12. Pursuant to Northern District Local Rule 81.1(a)(3)(D), a separately signed Certificate of Interested Persons is being filed contemporaneously with this Notice of Removal.

### **IV. CONCLUSION**

13. This Court has original jurisdiction of this matter because: (1) Beckett invokes and explicitly seeks relief under the federal Lanham Act; and (2) there is complete diversity of parties and the amount in controversy exceeds \$75,000. Accordingly, removal of this action is proper, and MJ Holdings hereby gives notice of the removal of this action from the 68th Judicial District Court, Dallas County, Texas.



Dated: July 2, 2012

Respectfully submitted,

By: 

Craig B. Florence  
Texas State Bar No. 07158010  
cflorence@gardere.com  
Terrell R. Miller  
Texas State Bar No. 24046446  
tmiller@gardere.com  
Luke Wohlford  
Texas State Bar No. 24070871  
*Application for admission to be filed*  
lwohlford@gardere.com  
GARDERE WYNNE SEWELL, LLP  
1601 Elm Street, Suite 3000  
Dallas, Texas 75201  
(214) 999-3000  
(214) 999-4667 (fax)

And

Daniel J. Fumagalli  
*Pro Hac Vice to be filed*  
dfumagalli@chuhak.com  
CHUHAK & TECSON P.C.  
30 South Wacker Drive  
Suite 2600  
Chicago, Illinois 60606  
(312) 444-9300  
(312) 444-9027 (fax)


**ATTORNEYS FOR DEFENDANT MJ  
HOLDING COMPANY, LLC, d/b/a  
BECKETT ASSOCIATES**

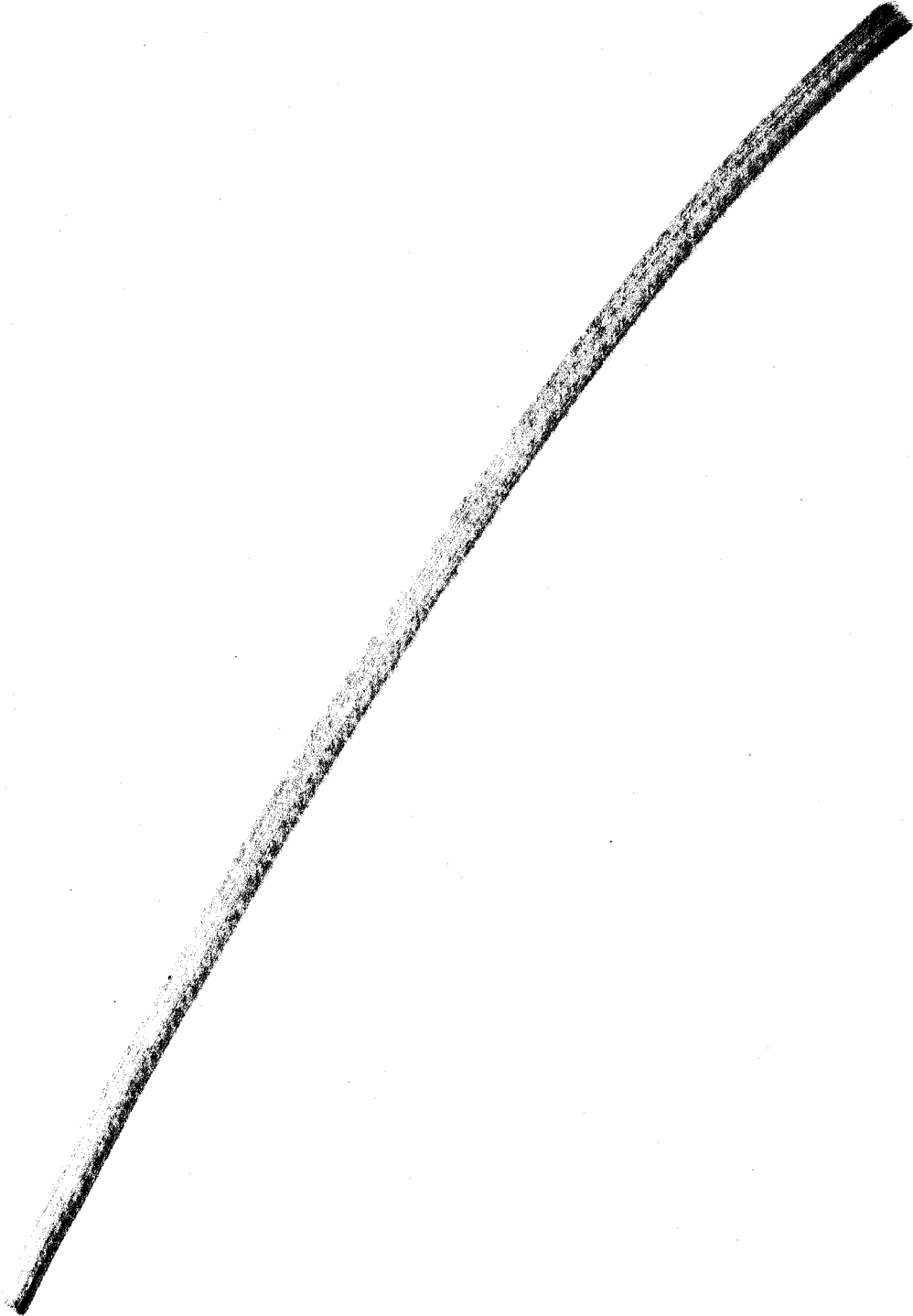
**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of this filing was served on the following counsel of record, as indicated, on July 2, 2012:

Aaron Z. Tobin  
ANDERSON TOBIN, PLLC  
One Galleria Tower  
13355 Noel Road, Suite 1900  
Dallas, Texas 75240

*Via Certified Mail RRR*

  
Terrell R. Miller



CAUSE NO. DC-12-07150-C

BECKETT MEDIA, LLC,

*Plaintiff,*

v.

MJ HOLDING COMPANY, L.L.C. d/b/a  
BECKETT ASSOCIATES,

*Defendant.*

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IN THE DISTRICT COURT

68<sup>th</sup> JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

INDEX OF ALL DOCUMENTS FILED IN STATE COURT

	<u>Dated Filed</u>	<u>Document</u>
1.	6/28/2012	Plaintiff's Original Petition and Request for Disclosure
2.	6/28/2012	Citation to MJ Holding Company, L.L.C. d/b/a Beckett Associates
3.	6/28/2012	Case Filing Cover Sheet
4.	6/29/2012	Plaintiff's Emergency Motion for Expedited Discovery
5.	6/29/2012	Plaintiff's Application for Injunctive Relief and Temporary Restraining Order

**REGISTER OF ACTIONS**  
**CASE No. DC-12-07150**

BECKETT MEDIA LLC vs. MJ HOLDING COMPANY LLC

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Case Type: **CNTR CNSMR COM DEBT**  
 Subtype: **DEBT**  
 Date Filed: **06/28/2012**  
 Location: **68th District Court**

**PARTY INFORMATION**

**DEFENDANT MJ HOLDING COMPANY LLC**

**Lead Attorneys**

**PLAINTIFF BECKETT MEDIA LLC**

**AARON Z TOBIN**

*Retained*

972-789-1160(W)

**EVENTS & ORDERS OF THE COURT**

**OTHER EVENTS AND HEARINGS**

- 06/28/2012 **ORIGINAL PETITION (OCA)**
- 06/28/2012 **ISSUE CITATION**
- 06/28/2012 **CITATION**  
*ATTY/CM*  
 MJ HOLDING COMPANY LLC Unserved
- 06/28/2012 **CASE FILING COVER SHEET**
- 06/29/2012 **MOTION - MISCELLANEOUS**  
*EMERGENCY MTN FOR EXPEDITED DISCOVERY*
- 06/29/2012 **MISCELLANEOUS EVENT**  
*PLTFS APPLICATION FOR INJUNCTIVE RELIEF AND TEMPORARY RESTRAINING ORDER*
- 06/29/2012 **NOTE - JUDGE'S FOR PUBLIC ACCESS DOCKET SHEETS**  
*Order to mediation on Monday at 9:30. TRO and expedited discovery for 3.*
- 07/02/2012 **TRO HEARING (3:00 PM)** (Judicial Officer HOFFMAN, MARTIN)  
*TRO*
- 07/02/2012 **MOTION HEARING (3:00 PM)** (Judicial Officer HOFFMAN, MARTIN)  
*MOTION TO EXPEDITED DISCOVERY FILED 6/29/2012*

**FINANCIAL INFORMATION**

	<b>PLAINTIFF BECKETT MEDIA LLC</b>	
	Total Financial Assessment	260.00
	Total Payments and Credits	0.00
	<b>Balance Due as of 07/02/2012</b>	<b>260.00</b>
06/28/2012	Transaction Assessment	252.00
06/28/2012	Transaction Assessment	8.00



1. CIV. PET.

ORIGINAL

6-28-12

CAUSE NO. DC-12-07150

FILED

2012 JUN 28 PM 3:2

BECKETT MEDIA, LLC,

*Plaintiff,*

v.

MJ HOLDING COMPANY, L.L.C. d/b/a  
BECKETT ASSOCIATES,

*Defendant.*

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IN THE DISTRICT COURT

68th-C

JUDICIAL DISTRICT

FITZSIMMONS  
DISTRICT CLERK  
DALLAS CO., TEXAS  
SHAZZNIC BECK DEPUTY

DALLAS COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE**

COMES now, BECKETT MEDIA, LLC. ("Plaintiff" or "Beckett"), and files this Original Petition and Rule 194 Request for Disclosure, complaining of MJ HOLDING COMPANY, L.L.C. d/b/a BECKETT ASSOCIATES ("Defendant"), showing the Court the following:

**I.**  
**DISCOVERY CONTROL PLAN**

1. Discovery in this action shall be governed by a Level 2 Discovery Control Plan pursuant to TEX. R. CIV. P. 190.3.

**II.**  
**PARTIES**

2. Plaintiff is a Texas corporation authorized to do business in Texas. Plaintiff's principal place of business is located at 4635 McEwen Road, Dallas, Dallas County, Texas, 75244.

3. Defendant MJ Holding Company, L.L.C. d/b/a Beckett Associates conducts business in the State of Texas and maintains a principal place of business at 7001 South Harlem Avenue, Bedford Park, Illinois 60638. Defendant may be served with process by serving its

Registered Agent CT Corporation System at 350 North St. Paul Street, Suite 2900, Dallas, Texas 75201, or alternatively by serving its President, Mr. Matthew Bayer wherever he may be found.

**III.**  
**JURISDICTION AND VENUE**

4. This action arises under Texas law. Specifically, this is an action for common law breach of contract, unfair competition, infringement, violations of the Texas Business & Commerce Code, and the Lanham Act.

5. The Court has jurisdiction over Defendant as it has purposely engaged in business in the State of Texas, is authorized to do business in Texas and has likewise voluntarily submitted itself to the jurisdiction of this Court. The types and amount of relief sought are within the jurisdictional limits of this Court.

6. Pursuant to Texas Civil Practice & Remedies Code § 15.002, venue is proper in this Court because a substantial part of the events giving rise to the claims occurred in Dallas County, Texas, and alternatively, because the Plaintiff resided in Dallas County, Texas, at the time the claims filed herein accrued.

**IV.**  
**FACTUAL BACKGROUND**

7. This lawsuit is brought to once and for all put an end to Defendant's clear, willful, unlawful and unauthorized attempts to use Plaintiff's name ("Beckett") and to capitalize on the Beckett name to make a profit within the memorabilia and collectibles industry. Defendant does not have Plaintiff's permission or an otherwise lawful reason to use the Beckett name.

8. Beckett is the preeminent company and most trusted source operating within the collectibles industry, and has been since it formed in 1984. Beckett is well known as the preeminent publisher of sports and specialty market collectible publications in the world. Beckett operates Beckett.com (www.beckett.com) – the leading online destination for sports



collectible enthusiasts that gives instant access to more than 27 million sports memorabilia items from close to 140 hobby shops worldwide, and Beckett Grading Services, an award winning third-party professional sports card grading service.

9. As part of Beckett's business, it is the exclusive owner of multiple forms of legally recognizable intellectual property, including but not limited to the following: United States Federal Trademark Registrations: (1) Beckett – IC 42; (2) Beckett Channel Integration; (3) Beckett Elite; (4) Beckett Got Sports for Kids; (5) Beckett IC 16; (6) Beckett IC 16 Price Guides; (7) Beckett IC 36; (8) Beckett IC 42; (9) Beckett Massive Online Gamer; (10) Beckett Plushie Pals; (11) Beckett Total Access; (12) Beckettpedia; and (13) The Beckett C.H.A.R.T. (the "Marks").

10. Since its inception, Beckett has continuously used the Marks and the Beckett name in advertising campaigns in the community and collectibles industry, including through its website at [www.becket.com](http://www.becket.com). As a result, Beckett's customers, the general public, and companies within the collectibles industry have come to recognize Plaintiff and the Beckett name as the premier leader within the collectibles industry.

11. Defendant, through its Chief Executive Officer Matthew Bayer, purchased Midland Hobby Supplies, Inc. ("MHS") in 2005. At the time, Defendant was a true non-entity with no experience within the collectibles world and industry. In an effort to gain instant industry recognition, Defendant purposefully and illegally associated itself with the good name of Beckett by taking on the name Beckett Associates. Soon after Defendant's acquisition of MHS, Defendant began operating under the name of Beckett Associates in a willful attempt to illegally affiliate itself with Beckett.

12. Upon discovery of the illegal acts of Defendant, Beckett notified Defendant that it was to cease and desist its activity immediately. In an effort to resolve the improper name use

and trademark infringement, Beckett and Defendant entered into a Trademark Licensing Agreement (“Agreement”) in April 2006 (a true and correct copy of the Agreement is attached hereto as Exhibit “A”). As provided in the Agreement, Plaintiff allowed Defendant a limited right to use the name BECKETT (the “Licensed Mark”) with certain very specific retailers and business entities. In doing so, Defendant “acknowledged and recognized Beckett Media’s full ownership and title to the Licensed Mark (“BECKETT”).”

13. In the Agreement, Defendant was only authorized to use the name or Licensed Mark with certain retailers identified in the Agreement: Wal-Mart, Meijer, Kroger, NEXCOM, Duane Reade, Biggs, Blockbuster, 7-Eleven, and HyVee. From a mere reading of Defendant’s own website, Defendant has violated this Agreement and has unlawfully used the Licensed Mark with unauthorized retailers in violation of the Agreement, including K-Mart, Zellers, Giant Tiger, Dollar Tree, Toys-R-Us, “and other convenience stores” (a true and correct copy of Defendant’s website is attached hereto as Exhibit “B”).

14. The Agreement was perpetual but could be terminated by Plaintiff by providing “written notice to MJ Holdings in the event MJ Holdings uses the Licensed Mark in any way not in strict compliance with the limitations set forth in this License Agreement.” Upon such notice “MJ Holdings will discontinue any and all use of the Licensed Mark immediately upon termination of the License Agreement.”

15. Plaintiff through its counsel notified Defendant of its breach of the Agreement that it was to immediately refrain from further use of the Licensed Mark, and that the Agreement was terminated (attached hereto as Exhibit “C” is a true and correct copy of said notice letter with pertinent Rule 408 settlement communications redacted).

16. Defendant has failed to comply with the terms of the Agreement and has failed to stop its illegal use of the Marks and the Beckett name. Defendant’s conduct is unlawful, is

without the consent or permission of Plaintiff, or any legal right and must be immediately stopped.

**V.**  
**CAUSES OF ACTION**

**FIRST CAUSE OF ACTION:  
BREACH OF CONTRACT/LICENSING AGREEMENT**

17. Plaintiff realleges and incorporates all preceding paragraphs herein by reference.
18. On April 24, 2006, Plaintiff and Defendant entered into a binding Agreement (attached as "Exhibit "A"). The Agreement between Plaintiff and Defendant created and formed a valid and enforceable contract. The purpose and intent of this Agreement, as reflected in the Agreement was to allow Defendant a limited license to use the Licensed Mark from Plaintiff in connection with Defendant's "direct communications and transactions with the retailers identified in Attachment 1." The retailers or "Authorized Customers" identified in Attachment 1 within the Agreement consisted exclusively of: Wal-Mart, Meijer, Kroger, NEXCOM, Duane Reade, Biggs, Blockbuster, 7-Eleven, and HyVee.

19. As stated in the Agreement, Defendant "acknowledges and recognizes Beckett Media's [Plaintiff's] full ownership and title to the Licensed Mark." Defendant further agreed it would not "during the term of the License Agreement, or any time thereafter, do or suffer to be done any act or thing that could in any way impair the rights of Beckett Media in and to the Licensed Mark, and particularly will not represent that it has any title or right of ownership in the Licensed Mark." (Exhibit "A" at p. 2, Paragraph 1.3).

20. The Agreement further provides that "Beckett Media may terminate this License Agreement upon providing written notice to MJ Holdings in the event MJ Holdings uses the Licensed Mark in any way not in strict compliance with the limitations set forth in this License Agreement ...." (Exhibit "A" at p. 4, Paragraph 2.2). Further, the Agreement provides that "MJ

Holdings will discontinue any and all use of the Licensed Mark immediately upon termination of this License Agreement.” (Exhibit “A” at p. 4, Paragraph 2.3).

21. Defendant breached the Agreement by unlawfully using the Licensed Mark with non-disclosed retailers or “authorized customers” without the consent of Plaintiff. As a consequence of the Defendant’s breach of the Agreement, Plaintiff notified Defendant of the breach and terminated the Agreement. Plaintiff is the proper party to sue under the Agreement, and it was performed, tendered performance of, or was excused from performing its obligations under the Agreement.

22. Defendant’s breach of contract has caused Plaintiff damages in an amount that is within the jurisdictional limits of this Court.

**SECOND CAUSE OF ACTION:  
COMMON LAW TRADEMARK INFRINGEMENT AND UNFAIR COMPETITION**

23. Plaintiff realleges and incorporates all preceding paragraphs herein by reference.

24. Defendant’s use of the Marks complained of above constitutes trademark infringement and unfair competition under the common law of the State of Texas, and constitutes infringement of Plaintiff’s common law trademark rights in the Marks, as well as unfair competition under Texas law. As a result of the Defendant’s infringement and unfair competition, Defendant has caused and continues to cause irreparable injury to Plaintiff’s goodwill.

25. On information and belief, Defendant’s unlawful conduct was deliberate, knowing, with malice, and in willful disregard of Plaintiff’s rights.

26. Because of Defendant’s conduct, Plaintiff has suffered and will continue to suffer actual damages in an amount within the jurisdictional limits of this Court.

**THIRD CAUSE OF ACTION:  
VIOLATION OF THE LANHAM ACT BY UNFAIR COMPETITION**

27. Plaintiff realleges and incorporates all preceding paragraphs herein by reference.

28. The commercial activities of Defendant constitute unfair competition under common law and 15 U.S.C. § 1125. Defendant is using the Plaintiff's Marks to unfairly compete with and/or profit off of the Plaintiff's name and industry recognition.

29. The Marks and Plaintiff's name have become uniquely associated with and identify Plaintiff. Defendant's use of the Marks comes long after Plaintiff established its rights and ownership in the Marks. Defendant's use of the Marks is an attempt to entice retailers, manufacturers, and third-parties to buy Defendant's services by connecting themselves with Plaintiff. Such use of Plaintiff's Marks by Defendant is a false designation of origin, a false representation, and/or wrongfully and falsely designates Defendant's services as being connected or endorsed by Plaintiff.

30. In addition, Plaintiff is unable to control the quality of the services offered by Defendant. Such use of Plaintiff's Marks by Defendant places the valuable reputation and goodwill of Plaintiff in the hands of Defendant, over whom Plaintiff has absolutely no control. Defendant's use of Plaintiff's Marks is likely to cause confusion, mistakes, and/or deceive potential customers and the collectibles industry as a whole as to the origin, sponsorship or approval of Defendant's products and services thereby infringing Plaintiff's rights in violation of 15 U.S.C. § 1125 (a)(1)(A). Accordingly, Defendant has unfairly competed with Plaintiff in violation of 15 U.S.C. § 1125(a).

31. On information and belief, Defendant's unlawful conduct was deliberate, knowing, with malice, and in willful disregard of Plaintiff's property rights.

32. The conduct and actions of Defendant constituting unfair competition are irreparably injuring Plaintiff's goodwill, and unless Defendant's conduct is preliminarily and

permanently enjoined, will continue to suffer, actual damages and irreparable harm, as to which Plaintiff has no adequate remedy at law.

**FOURTH CAUSE OF ACTION:  
VIOLATION OF THE LANHAM ACT BY DILUTION**

33. Plaintiff realleges and incorporates all preceding paragraphs herein by reference.

34. Defendant's use and adoption of Plaintiff's Marks will not only mislead and confuse the public as described above, but also will effectively diminish and possibly destroy the distinctiveness of Plaintiff's Marks. As a consequence, Defendant is diluting the exclusivity and distinction of Plaintiff's Marks in violation of 15 U.S.C. § 1125(c).

35. Upon information and belief, Defendant is intentionally trading Plaintiff's reputation and goodwill and thereby diluting Plaintiff's Marks. As a result of Defendant's actions, Plaintiff has suffered, and is suffering injury and damage in an amount within the jurisdictional limits of this Court.

36. Defendant's use of Plaintiff's Marks is intentional and willful, and such use has resulted in unjust profits and unjust enrichment for Defendant in an amount within the jurisdictional limits of this Court. Pursuant to 15 U.S.C. §§ 1117 (a) and 1125 (c), Plaintiff is entitled to monetary damages and/or injunctive relief to prevent Defendant's continuing acts of dilution.

37. On information and belief, Defendant's unlawful conduct was deliberate, knowing, with malice, and in willful disregard of Plaintiff's rights.

38. Because of Defendant's conduct, Plaintiff has suffered and unless Defendant's conduct is preliminarily and permanently enjoined, will continue to suffer, actual damages and irreparable harm, as to which Plaintiff has no adequate remedy at law.

**FIFTH CAUSE OF ACTION:  
TEXAS ANTI-DILUTION ACT**

39. Plaintiff realleges and incorporates all preceding paragraphs herein by reference.

40. The facts set out above demonstrate that Defendant is diluting the exclusivity and distinction of Plaintiff's Marks in violation of the Texas Anti-Dilution Act. Defendant's use of Plaintiff's Marks constitutes a dilution of Plaintiff's Marks and injures Plaintiff's business reputation, in violation of TEX. BUS. & COM. CODE § 16.29.

41. Upon information and belief, Defendant's unlawful conduct was deliberate, knowing, with malice, and in willful disregard of Plaintiff's property rights.

42. As a result of the dilution by Defendant, Plaintiff has suffered, and is suffering irreparable injury, and unless Defendant's conduct is preliminarily and permanently enjoined, will continue to suffer, actual damages and irreparable harm, as to which Plaintiff has no adequate remedy at law.

**ATTORNEY FEES' AND COSTS**

43. Pursuant to Texas law, including Chapter 38 of the Texas Civil Practice & Remedies Code, Plaintiff seeks the recovery of all attorney's fees and costs incurred in prosecuting this suit.

**VI.  
CONDITIONS PRECEDENT**

44. All conditions precedent to Plaintiff's claim for relief have been performed or occurred prior to seeking this requested relief.

**VII.**  
**REQUEST FOR DISCLOSURE**

45. Under Texas Rules of Civil Procedure 194, Plaintiff requests that Defendant disclose, within fifty (50) days of the service of this request, the information or material described in Rule 194.2.

**VIII.**  
**DEMAND FOR TRIAL BY JURY**

Pursuant to the Texas Rules of Civil Procedure, Plaintiff hereby demands a trial by jury in this cause.

**IX.**  
**PRAYER FOR RELIEF**

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that this Court grant the following relief:

(a) an award of all damages adequate to compensate Plaintiff for Defendant's unlawful conduct including actual damages, lost profits, disgorgement of Defendant's profits, and treble, exemplary, and/or punitive damages in view of the knowing-willful-malicious-and intentional nature of Defendant's acts, and such damages to be determined by a jury, and, if necessary, and accounting of all damages;

(b) an award of pre-and post-judgment interest;

(c) an award of all attorney fees, costs of court, and all other recoverable costs, and

(d) all other relief, both general and special, in law or in equity, to which Plaintiff may show itself justly entitled.



Respectfully submitted,

**ANDERSON TOBIN, PLLC**



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Aaron Z. Tobin

Texas Bar No. 24028045

Robert D. Ramage

State Bar No. 00784807

Susan E. Hannagan

Texas Bar No. 24062820

One Galleria Tower

13355 Noel Road, Suite 1900

Dallas, Texas 75240

Telephone: (972) 789-1160

Facsimile: (972) 789-1606

**ATTORNEYS FOR PLAINTIFF**

## TRADEMARK LICENSE AGREEMENT

This TRADEMARK LICENSE AGREEMENT (this "License Agreement"), effective as of April 24, 2006 (the "Effective Date"), is made by and between Beckett Media LP ("Beckett Media") and MJ Holding Company, L.L.C., currently doing business as Beckett Associates ("MJ Holdings").

### RECITALS:

WHEREAS, this License Agreement is entered into in connection with the settlement of a dispute between the parties;

WHEREAS, MJ Holdings desires to license the BECKETT word mark (the "Licensed Mark") from Beckett Media for use in connection with MJ Holdings' direct communications and transactions with the retailers identified in Attachment 1, for identification and continuity purposes only; and

WHEREAS, Beckett Media desires to license the Licensed Mark to MJ Holdings for such use.

NOW, THEREFORE, in consideration of the premises and the mutual terms, covenants and conditions herein contained, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

### ARTICLE I LICENSE

1.1 **License Grant.** Subject to limitations in, and MJ Holdings' compliance with, this License Agreement, Beckett Media grants to MJ Holdings a nonexclusive, royalty-free, non-transferable, non-sublicenseable, limited, perpetual license to use the Licensed Mark in the United States for the sole and exclusive purpose of identifying MJ Holdings as a distributor of specialty items and collectibles and items related to thereto, in connection with MJ Holdings' direct communications and transactions with the retailers identified in Attachment 1. The items on which MJ Holdings can use the Licensed Mark as described in this paragraph are identified in Attachment 2. Attachments 1 and 2 are incorporated herein by this reference.

Beckett Media and MJ Holdings further agree that the list of retailers identified in Attachment 1 and the items identified in Attachment 2 can be amended from time to time pursuant to the following procedure. If MJ Holdings desires to add retailers to Attachment 1 or items to Attachment 2, it shall notify Beckett Media of such proposed additions in writing and, in the case of a proposal to add new items to Attachment 2, shall provide a sample of the item using the Licensed Mark. Beckett Media shall review the proposed additions and within 10 business days shall consent to the proposed addition or the proposed use unless Beckett Media believes in good faith that the proposed addition would cause confusion in the market place as to the source of goods or services. If Beckett Media determines that MJ Holdings' use of the Licensed Mark with a particular retailer or on a particular item is causing confusion in the marketplace as to the source of goods and services, Beckett Media shall notify MJ Holdings in writing of its intention to remove a particular retailer from Attachment 1 or to remove a particular item from

EXHIBIT

A

Attachment 2. Within 10 business days from receipt of notice from Beckett Media, MJ Holdings shall agree to remove the retailer from Attachment 1, or the item from Attachment 2.

In the event that MJ Holdings determines that it has a pressing, unanticipated need to use the Licensed Mark for communication with a retailer not included on Attachment 1 in a manner that otherwise complies with this License Agreement, but in a time frame that does not allow for the procedure for adding new retailers to Attachment 1, MJ Holdings may use the Licensed Mark for such communication provided that: MJ Holdings provides immediate written notice of the use to Beckett Media and agrees to cease all such uses should Beckett Media determine, in good faith, that continued use of the Licensed Mark with the new retailer would cause confusion in the market place as to the source of goods or services; in the event that Beckett Media determines that confusion in the marketplace as to the source of goods or services is likely, Beckett Media shall provide written notice of such determination within 10 business days of receiving written notification from MJ Holdings' new use of the Licensed Mark.

**1.2 Limitations.** MJ Holdings and Beckett Media acknowledge and agree that MJ Holdings will not apply the Licensed Mark to, or use the Licensed Mark in connection with, any products, packaging, labels, headers, marketing materials, or advertisements and that it will not apply the Licensed Mark to, or use the Licensed Mark in connection with, any other product, service, or medium of communication directed to or reasonably anticipated to be seen by consumers, including, but not limited to the internet or the 'World Wide Web.' MJ Holdings agrees that any item identified in Attachment 2 that bears the Licensed Mark and that proposes a sale of any collectibles or items related thereto, including, but not limited to magazines or trading cards of any kind, shall also bear the following language: "Beckett' is a registered trademark of Beckett Media LP. MJ Holdings Company, LLC, a distributor of collectibles and other related items, uses the name "Beckett Associates" pursuant to a license agreement from Beckett Media LP. The products distributed by MJ Holdings Company, LLC, however, are not produced, published or endorsed by Beckett Media LP, unless otherwise specifically indicated herein."

**1.3 Ownership.** MJ Holdings acknowledges and recognizes Beckett Media's full ownership and title to the Licensed Mark, together with the goodwill attached thereto, and acknowledges and agrees that all use of the Licensed Mark, including without limitation any goodwill that accrues because of the use of the Licensed Mark, will vest in and inure to the benefit of Beckett Media. MJ Holdings will not, during the term of this License Agreement, or any time thereafter, do or suffer to be done any act or thing that could in any way impair the rights of Beckett Media in and to the Licensed Mark, and particularly will not represent that it has any title or right of ownership in the Licensed Mark.

**1.4 Quality Standards.** MJ Holdings hereby agrees to maintain the standards and specifications of quality required by Beckett Media in connection with any use of the Licensed Mark, which standards and specifications may be revised from time to time by Beckett Media. MJ Holdings and Beckett Media acknowledge and agree that the quality of the sale and distribution services and related business interactions currently provided by MJ Holdings to the retailers listed in Attachment 1 complies with current standards and specifications required by Beckett Media, and that any revised standards and specifications will not demand a higher standard of quality unless required by law or any other governmental rules or regulations agreed by the parties to apply to MJ Holdings' goods or services in the future.

**1.5 Inspection.** Beckett Media has the right to inspect, review, and approve any use of the Licensed Mark by MJ Holdings that is materially different from MJ Holdings' current use in connection with MJ Holdings' direct communications and transactions with retailers, in order to ensure that the standards and specifications of quality required by Beckett Media are met.

**1.6 Infringements.** MJ Holdings agrees to assist Beckett Media, at its request, in the maintenance of such rights in the Licensed Mark. MJ Holdings agrees to inform Beckett Media promptly of any encroachment or infringement of the Licensed Mark which comes to the attention of MJ Holdings. Any litigation or other action to police such property to abate infringement shall be under the complete control of Beckett Media, provided that it shall not be obligated to commence any litigation of other procedure to police such rights. If Beckett Media declines to commence any such action, MJ Holdings shall be given notice of same and may, as exclusive licensee and at its sole cost and expense, institute such third-party action as it may deem necessary, and shall be entitled to all damages resulting from such action. Beckett Media in such event agrees to cooperate fully in any such litigation or action, to the extent necessary in the rigorous prosecution of the matter, at MJ Holdings' expense. In no event shall Beckett Media be responsible for any consequential damages to the MJ Holdings or to third parties in the event of infringement.

**1.7 Warranties.** Each party represents, undertakes and warrants that it has the full authority, power and capacity to enter into and fully perform this License Agreement, and that its activities hereunder will not infringe upon nor violate the rights of any third party.

**1.8 Indemnification.** MJ Holdings shall indemnify and at its own cost shall defend Beckett Media and its parents, subsidiaries, affiliates, licensees, successors and assigns for the term of this License Agreement and thereafter, against all claims, damages, penalties, costs and expenses (including reasonable attorneys' fees) incurred as a result of any action, proceeding, claim or suit arising out of or in connection with (i) MJ Holdings' services as described in Section 1.1 or (ii) any breach of MJ Holdings' obligations, representations or warranties hereunder. Should any such action be brought against Beckett Media, it shall immediately notify MJ Holdings in writing. Beckett Media shall have the right to participate in any action brought against it through counsel of its own choice and at its own expense. If MJ Holdings fails to defend itself or Beckett Media in any such action on a timely basis after receipt of MJ Holdings' written notice, Beckett Media may undertake the defense of any part thereof and MJ Holdings shall reimburse Beckett Media for all justifiable costs and expenses in connection therewith including reasonable attorneys' fees, as and when incurred. MJ Holdings' failure to pay the amount thereof to or for Beckett Media promptly upon request therefore shall be a material breach of this License Agreement.

**1.9 No Agency Relationship.** Nothing herein shall create or be deemed to create any agency, partnership or joint venture relation between the parties and neither party has the power to obligate or bind the other in any manner whatsoever.

## ARTICLE II TERM AND TERMINATION

**2.1 Term.** The license granted herein is perpetual, unless and until terminated pursuant to Section 2.2.

**2.2 Immediate Termination.** Beckett Media may terminate this License Agreement immediately upon providing written notice to MJ Holdings in the event MJ Holdings uses the Licensed Mark in any way not in strict compliance with the limitations set forth in this License Agreement, including, without limitation, in the event MJ Holdings places the Licensed Mark on any collectible cards or related goods and services, packaging, labels, headers, marketing materials, advertisements, or other product, service, or medium of communication directed to or reasonably anticipated to be seen by consumers in the market for collectible cards or related goods and services.

**2.3 Post-Termination.** MJ Holdings will discontinue any and all use of the Licensed Mark immediately upon termination of this License Agreement.

**ARTICLE III  
MISCELLANEOUS**

**3.1 Notices.** All notices and other communications required or permitted to be given or made hereunder by either party hereto shall be in writing and shall be deemed to have been duly given if delivered personally or transmitted by first class registered or certified mail, postage prepaid, return receipt requested, or sent by prepaid overnight or other similar commercial delivery service, with confirmed receipt, to the parties at the following addresses (or at such other addresses as shall be specified by the parties by like notice):

If to MJ Holdings:

MJ Holding Company, L.L.C  
7001 South Harlem Avenue  
Bedford Park, Illinois 60638

Attn: Allan J. Lamos

If to Beckett Media LP:

Beckett Media LP  
15850 Dallas Parkway  
Dallas, Texas 75248

Attn: Mr. Peter A. Gudmundsson

With Copy to:

Graham M. Coleman, Esq.  
Davis Wright Tremaine LLP  
1633 Broadway  
New York, NY ~~10024~~ 10019

**3.2 Entire Agreement.** This License Agreement constitutes the entire agreement between the parties hereto with respect to the use of the Licensed Mark by MJ Holdings and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

**3.3 Amendments and Waiver; Rights and Remedies.** This License Agreement may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. No delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of either party of any such right, power or privilege, or any single or partial exercise of any such right, power or

privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege.

**3.4 Governing Law.** This License Agreement is governed by, and will be construed and enforced in accordance with, the laws of the State of Texas, without regard to the principles of conflicts of laws thereof.

**3.5 Binding Effect; Assignment; No Third Party Benefit.** This License Agreement and all the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns; provided that neither this License Agreement nor any of the rights, interests or obligations hereunder shall be assigned by MJ Holdings (by operation of law or otherwise) without the prior written consent of Beckett Media.

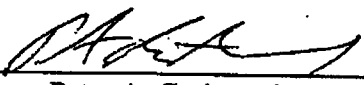
**3.6 Counterparts.** This License Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

**3.7 Severability of Provisions.** If any provision of this License Agreement is held to be unenforceable, this License Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects this License Agreement shall remain in full force and effect; provided that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

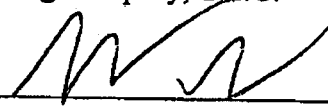
**3.8 Surviving Obligations.** Expiration or any termination by either party of this License Agreement will not affect the rights and obligations of the parties set forth in Sections 1.2, 1.3, and 2.3 of this License Agreement.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed by their respective officers hereunto duly authorized as of the date first above written.

Beckett Media LP

By:   
Name: Peter A. Gudmundsson  
Title: President and Chief Executive Officer  
Date: 4/28/06

MJ Holding Company, L.L.C.

By:   
Name: Matthew Bayer  
Title: President  
Date: 4/24/06

**Attachment 1**

**Authorized Customers**

1. Wal-Mart
2. Meijer
3. Kroger
4. NEXCOM
5. Duane Reade
6. Biggs
7. Blockbuster
8. 7-Eleven
9. HyVee

**Attachment 2**

**[List of current items featuring Licensed Mark to be provided by MJ Holding]**

**Website using domain name <http://beckettassociates.com/> with full disclaimer listed in paragraph 1.2 of the License Agreement appearing on "home screen" (i.e., the first screen that appears to viewers who access the site).**

1. Stationary
2. Business Cards
3. Beckett Logo
4. Website Home Page





## BECKETT ASSOCIATES

**Beckett Associates** is the leading distributor of trading cards and collectables. We are currently looking for seasoned merchandisers in your area!

To apply or make an employment inquiry about an exciting career in merchandising trading cards and collectables, email your resume and contact information to Beckett Associates

Recruiting at:

[recruiting@beckettassociates.com](mailto:recruiting@beckettassociates.com)

Or contact us at 1-800-688-0499 ext. 5906

For a List of Openings [Click Here](#)

### Check Back for Further Updates!

MJ Holding Company, LLC, an Illinois limited liability company, d/b/a Beckett Associates  
7001 S. Harlem Ave, Bedford Park, IL 60838

"Beckett" is a registered trademark of Beckett Media L.P. MJ Holding Company, LLC, a distributor of collectibles and related items, uses the name "Beckett Associates" pursuant to a license agreement from Beckett Media, L.P. The products distributed by MJ Holding Company, LLC however, are not produced, published or endorsed by Beckett Media L.P., unless otherwise specifically indicated herein.



7001 South Harlem Avenue  
Bedford Park, IL 60638-4713  
Corporate Office: 708.793.5919  
Voice Mail: 800.688.0499

Fax: 708.793.5812

Ext # \_\_\_\_\_



7001 SOUTH HARLEM AVENUE, BEDFORD PARK IL 60638-4713

CORPORATE OFFICE: 708.793.5919 FAX: 708.793.5812



7001 S Harlem Ave • Bedford Park, IL • 60638

## About Beckett Associates

Beckett Associates is the largest North American distributor of trading cards (gaming, sports, and entertainment), related trading card supplies, and hot trend items. We provide retail supply chain management and specialize in category planning, planogram development, initial distribution, replenishment, and merchandising of the modular for our retail partners. Additionally, we support manufacturers who are looking for retail distribution of their products.

Headquartered in Bedford Park, Illinois, just outside of Chicago, Beckett Associates operates out of a 200K sq. foot distribution center and corporate offices. Additionally, we have a 30K sq. foot distribution center in Cambridge, Ontario to support our Canadian customers. Beckett Associates provides our services to approximately 10,000 retail store locations across the United States and Canada.

**Mass Retail:** Wal-Mart (USA and Canada), Meijer, K-Mart, Zellers, and GiantTiger

**Specialty:** Toys-R-Us, Dollar Tree

**Military:** NEXCOM Naval Exchange

**Other:** 7-Eleven and other convenience stores across Canada

Additionally, Beckett Associates distributes products of more than 20 different manufacturers.

**Trading Cards:** Pokemon, Konami, Wizards of the Coast, Topps, Panini, Upper Deck, Press Pass, Ultra Pro, etc.

**Specialty Trend and Toy Products:** Ganz, Zany, Spinmaster, iToys, etc.

## News

**April 2010:** Beckett Associates purchased the assets of Vintage Sports Cards increasing USA distribution in



Wal-Mart, K-mart, and adding Toys R Us as a retail partner. Total North American distribution has increased to approximately 10,000 retail store locations.

**February 2009:** Beckett Associates purchased the assets of SCC Wholesale, LLC. This acquisition increased distribution within Wal-Mart stores across the USA. Total North American distribution has increased to approximately 5000 retail store locations.

**November 2006:** Beckett Associates purchased the assets of Steeds Marketing Ltd. This acquisition increased distribution into the Canadian market and Wal-Mart Canada, 7-Eleven Canada, and other convenience stores. Total North American distribution has increased to approximately 4000 retail store locations.

**October 2005:** Beckett Associates purchased the assets of Midland Hobby Supplies, Inc. This acquisition increased distribution within Wal-Mart stores in the Midwestern USA bringing the total Beckett Associates retail distribution store count to approximately 2500 stores.

## **Services**

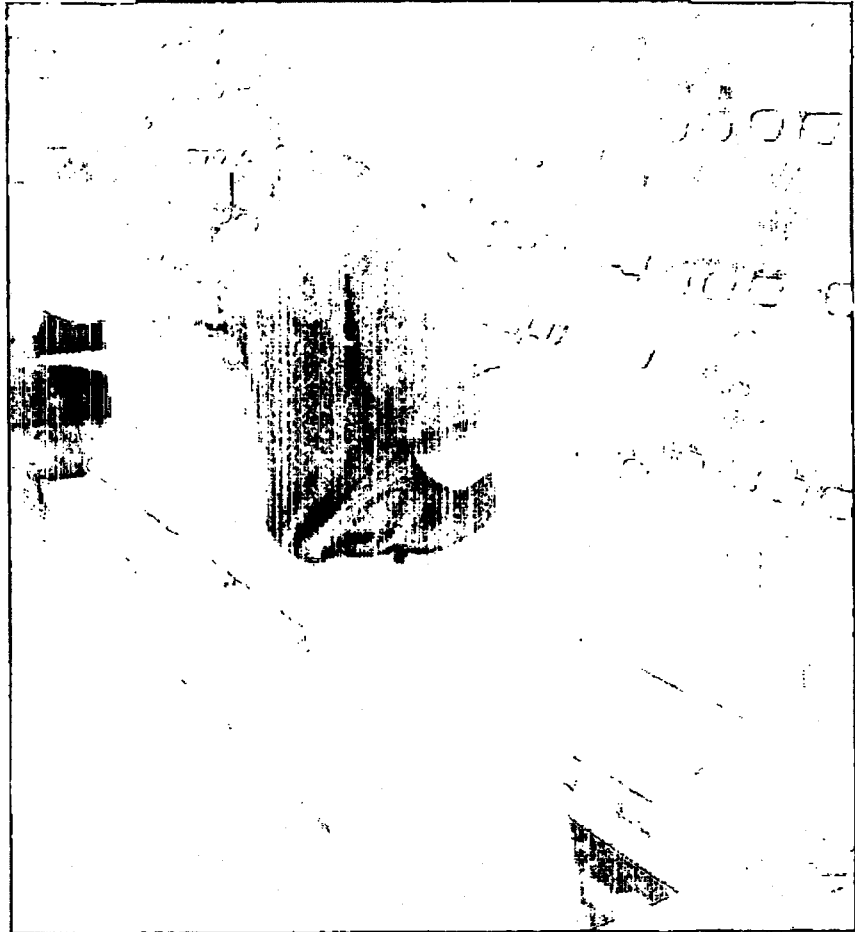
Beckett Associates provides retail supply chain management and specialize in category planning, planogram development, initial distribution, replenishment, and merchandising of the modular. We continue to work with our manufacturing partners to secure merchandising space in stores of our mass retail partners.

Our retail partners rely on us to increase their sales results from year to year by being innovative in identifying new properties to distribute, and by maximizing sales performance of evergreen brands.

Our expertise in Scan Based Trading relieves the inventory investment from our retail partners. Additionally, our retail partners can reduce the costs of shipping, receiving, and merchandising of the products we distribute. We also have the capacity to distribute products regionally and to capitalize on products related to significant sporting events or historical events.

**BECKETT**  
ASSOCIATES

7001 S Harlem Ave • Bedford Park, IL • 60638



## Contact Us

---

### North America Headquarters:

Beckett Associates  
7001 South Harlem Avenue  
Bedford Park, IL 60638  
Phone: 1-800-688-0499  
Fax: 1-708-793-5812  
Human Resources:  
[hr@beckettassociates.com](mailto:hr@beckettassociates.com)  
Sales: [sales@beckettassociates.com](mailto:sales@beckettassociates.com)

### Canadian Affiliate:

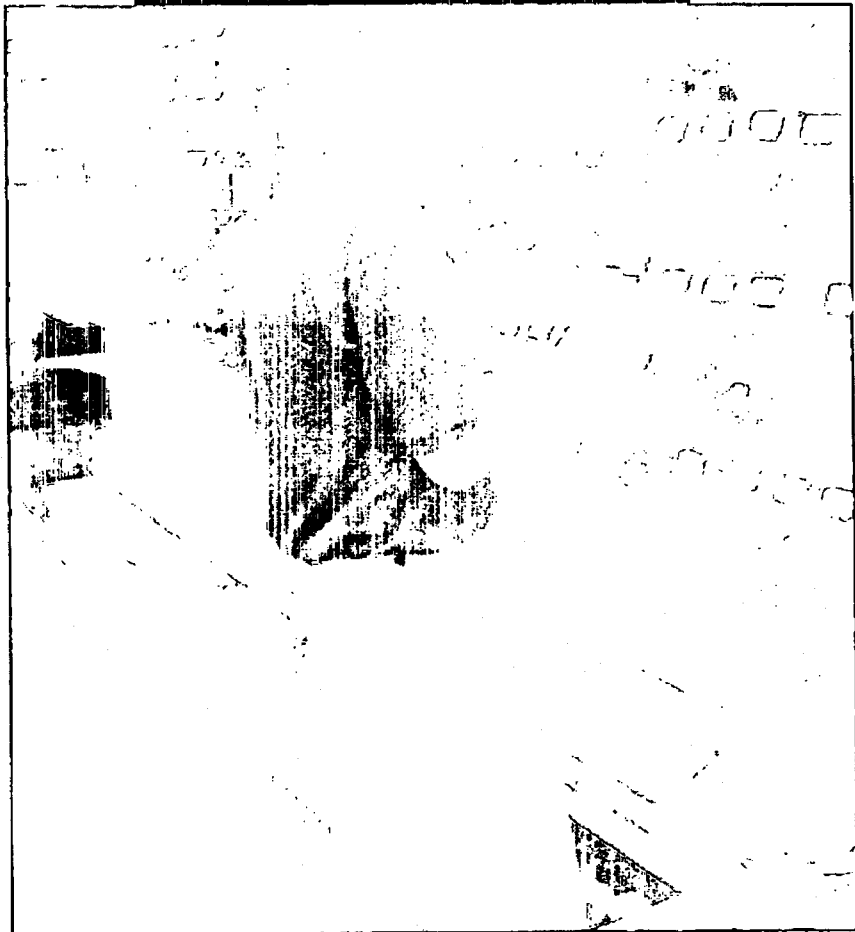
Beckett Associates Canada  
505 Thompson Drive  
Unit #5  
Cambridge Ontario,  
N1T 2K7  
Phone: 519-623-2234  
Fax: 519-623-2401  
Human Resources:  
[hr@beckettassociates.com](mailto:hr@beckettassociates.com)  
Sales: [sales@beckettassociates.com](mailto:sales@beckettassociates.com)

---

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**BECKETT**  
ASSOCIATES

7001 S Harlem Ave - Bedford Park, IL - 60638



# ANDERSON | TOBIN PLLC

Aaron Z. Tobin

Attorney at Law

972.789.3430  
[atobin@andersontobin.com](mailto:atobin@andersontobin.com)

May 10, 2012

Daniel Fumagalli  
Chuhak & Tecson  
30 South Wacker Drive, Suite 2600  
Chicago, IL 60606

VIA FACSIMILE: (312) 444-9027, U.S. REGULAR MAIL,  
AND CERTIFIED MAIL # 7196 9008 9111 2107 9779  
RETURN RECEIPT REQUESTED

RE: Notice of Breach of Trademark License Agreement and

Dear Mr. Fumagalli:

As you are aware, I represent Beckett Media L.P. ("Beckett Media"). Please direct all communications regarding this matter to my attention.

I am writing with concern to the Trademark License Agreement (the "License Agreement") you forwarded me between your client, MJ Holding Company LLC doing business as Beckett Associates ("MJ") and Beckett Media. I will assume that you will be representing or counseling MJ in this matter, so I am tendering them this notice through you. If I am mistaken, please notify me immediately and I will notify MJ directly pursuant to Section 3.1 of the License Agreement.

MJ is hereby notified that they are in breach of Sections 1.1, 1.2, and 1.3 of the Licensing Agreement. It is clear from our investigation that MJ has failed to provide Beckett Media the required notice pursuant to the License Agreement and has added unauthorized customers without the legal right to do so, including Toys R Us, K-Mart, Zellers, Dollar Tree, NEXCOM, and Giant Tiger to name a few. Furthermore, MJ has failed to provide the appropriate disclosures called for in the License Agreement and is illegally using the Licensed Mark in connection with its products, packaging, labels, marketing materials and/or advertisements. Because of these breaches, MJ has wrongfully and intentionally infringed on the intellectual property of Beckett Media.

Due to MJ's illegal infringement, Beckett Media hereby gives notice that the License Agreement is terminated as of May 15, 2012, pursuant to Section 2.2 of the License Agreement. As of May 15, MJ must discontinue any and all use of the Licensed Marks and cease using my

One Galleria Tower | 13355 Noel Road, Suite 1900 | Dallas, Texas 75240

office 972.789.1160 | fax 972.789.1606 | [www.andersontobin.com](http://www.andersontobin.com)



**REDACTED**

Mr. Fumagalli  
May 10, 2012  
Page 2

client's name and creating confusion in the market place in violation of Texas and many federal laws.

the License Agreement is terminated effective May 15, 2012 at 3:00 p.m. CST. Upon the termination of the License Agreement, Beckett Media will file a suit against MJ seeking: (1) preliminary and permanent injunctions; (2) actual monetary damages; (3) disgorging of any illegal profits; (4) attorney's fees; (5) monetary damages for damage to Beckett Media's goodwill in the market, and (6) punitive damages pursuant to state and federal law.

My client and I look forward to your prompt response.

Very truly yours,



Aaron Z. Tobin

AZT/lrg

2001.02/lrg

REDACTED



2. Article Number



7196 9008 9111 2107 9779

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? (Extra Fee)  Yes

1. Article Addressed to:

Daniel Fumagalli  
Chuhak & Tecson  
30 South Wacker Drive, Suite 2600  
Chicago, IL 60606

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)	B. Date of Delivery
C. Signature <i>[Signature]</i>	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
D. Is delivery address different from item 1? If YES, enter delivery address below:	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

**MAY 16 2012**

**Reference Information**

2001.02/Beckett Media/Beckett Assn

Aaron Z. Tobin

**ANDERSON TOBIN, PLLC**

ONE GALLERIA TOWER  
 13355 Noel Road, Suite 1900  
 Dallas, Texas 75240  
 Telephone: (972) 789-1160  
 Facsimile: (972) 789-1606  
[www.andersontobin.com](http://www.andersontobin.com)

**FACSIMILE TRANSMITTAL COVER SHEET**

TO:	Daniel Fumagalli
FAX NO.:	1-312-444-9027
FROM:	Aaron Z. Tobin
DATE:	May 10, 2012
RE:	Beckett Media, L.P./Beckett Associates
C/M No.:	2001.02
NO. OF PAGES	<u>3</u> , including this sheet.
COMMENTS:	Please see attached.

**CONFIDENTIALITY NOTICE**

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If you have any problems with this transmission, please call Laquetta Graves at (972) 788-3431.

05/10/2012 10:10 FAX

001

\*\*\*\*\*  
 \*\*\* TX REPORT \*\*\*  
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# ANDERSON | TOBIN PLLC

Laquetta R. Graves, PLS  
Legal Assistant

972.789.3431  
lgraves@anderson-tobin.com

Certified Professional Legal Secretary

June 28, 2012

**VIA HAND DELIVERY**

Gary Fitzsimmons, District Clerk  
ATTENTION: File Desk  
600 Commerce St., Ste. 103  
Dallas, TX 75202

684-C

FILED  
2012 JUN 28 PM 3:25  
GARY FITZSIMMONS  
DISTRICT CLERK  
DALLAS CO., TEXAS  
..DEPUTY

RE: Cause No. DC-12-07150  
*Beckett Media, LLC, Plaintiff v. MJ Holding Company, L.L.C. d/b/a Beckett Associates, Defendant*

Dear Mr. Fitzsimmons:

Enclosed for filing are the original and two (2) copies each of the following:

1. Plaintiff's Original Petition and Request for Disclosure; and
2. Plaintiff's Application for Injunctive Relief and Temporary Restraining Order.

Also enclosed is our \$280 firm check in payment of the filing fees. Please return one (1) file stamped copy of each to the presenter. Please issue the citation to the Defendant as follows:

MJ Holding Company, L.L.C. d/b/a Beckett Associates  
by serving its registered agent, CT Corporation System  
350 North St. Paul Street, Suite 2900  
Dallas, Texas 75201

Once issued, please return the citation with Plaintiff's Original Petition attached to the presenter. If you have any questions, please do not hesitate to call.

Very truly yours,

*Laquetta R. Graves PLS*  
Laquetta R. Graves, PLS

/lrg  
Enclosures

One Galleria Tower | 13355 Noel Road, Suite 1900 | Dallas, Texas 75240

office 972.789.1160 | fax 972.789.1606 | www.anderson-tobin.com



**FORM NO. 353-3 - CITATION  
THE STATE OF TEXAS**

To: **MJ HOLDING COMPANY LLC  
D/B/A BECKETT ASSOCIATES  
SERVING REGISTERED AGENT CT CORPORATION SYSTEM  
350 N ST PAUL ST STE 2900  
DALLAS TX 75201**

**GREETINGS:**  
You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. Your answer should be addressed to the clerk of the **68th District Court** at 600 Commerce Street, Ste. 101, Dallas, Texas 75202.

Said Plaintiff being **BECKETT MEDIA LLC**

Filed in said Court **28th day of June, 2012** against

**MJ HOLDING COMPANY LLC D/B/A BECKETT ASSOCIATES**

For Suit, said suit being numbered **DC-12-07150**, the nature of which demand is as follows:  
Suit on **CNTR CNSMR COM DEBT** etc. as shown on said petition **REQ FOR DISCLOSURE**,  
a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: **GARY FITZSIMMONS**, Clerk of the District Courts of Dallas, County Texas.  
Given under my hand and the Seal of said Court at office this **28th day of June, 2012**.

ATTEST: **GARY FITZSIMMONS**, Clerk of the District Courts of Dallas, County, Texas

By  Deputy  
**CARMEN MOORER**

<u>ATTY</u> <b>CITATION</b>
<b>DC-12-07150</b>
<b>BECKETT MEDIA LLC</b> vs. <b>MJ HOLDING COMPANY LLC</b>
<b>ISSUED THIS</b> <b>28th day of June, 2012</b>
<b>GARY FITZSIMMONS</b> Clerk District Courts, Dallas County, Texas
By: <b>CARMEN MOORER, Deputy</b>
<b>Attorney for Plaintiff</b> Aaron Z Tobin One Galleria Tower 13355 Noel Rd Suite 1900 Dallas Tx 75240 972-789-1160

*Handwritten signature and notes in the right margin.*

# OFFICER'S RETURN

Case No. : DC-12-07150  
Court No.68th District Court  
Style: BECKETT MEDIA LLC  
vs.  
MJ HOLDING COMPANY LLC

Came to hand on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M. Executed at \_\_\_\_\_  
within the County of \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M. on the \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_, by delivering to the within named \_\_\_\_\_

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by  
me in serving such process was \_\_\_\_\_ miles and my fees are as follows: To certify which witness my hand.

For serving Citation \$ \_\_\_\_\_  
For mileage \$ \_\_\_\_\_ of \_\_\_\_\_ County.  
For Notary \$ \_\_\_\_\_ By \_\_\_\_\_ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said \_\_\_\_\_ before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
to certify which witness my hand and seal of office.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County \_\_\_\_\_





**CIVIL CASE INFORMATION SHEET**

CAUSE NUMBER (FOR CLERK USE ONLY): DCC-12-07150 COURT (FOR CLERK USE ONLY): \_\_\_\_\_

STYLED BECKETT MEDIA, LLC, PLAINTIFF V. MJ HOLDING COMPANY, L.L.C. D/B/A BECKETT ASSOCIATES, DEFENDANT  
 (e.g. John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing. This sheet, approved by the Texas Judicial Council, is intended to collect information that will be used for statistical purposes only. It neither replaces nor supplements the filings or service of pleading or other documents as required by law or rule. The sheet does not constitute a discovery request, response, or supplementation, and it is not admissible at trial.

<b>1. Contact information for person completing case information sheet:</b>		<b>Names of parties in case:</b>	
Name:	Email:	Plaintiff(s)/Petitioner(s):	Person or entity completing sheet is:
Susan E. Hannagan	shannagan@andersontobin.com	BECKETT MEDIA, LLC	<input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner
Address:	Telephone:	Defendant(s)/Respondent(s):	<input type="checkbox"/> Pro Se Plaintiff/Respondent
One Galleria Tower 13355 Noel Rd., Ste. 1900	972-789-1160	MJ Holding Company, L.L.C. d/b/a Beckett Associates	<input type="checkbox"/> Title IV-D Agency
City/State/Zip:	Fax:		<input type="checkbox"/> Other: _____
Dallas, TX 75240	972-789-1606		Additional Parties in Child Support Case:
Signature:	State Bar No:		Custodial Parent: _____
	24062820		Non-Custodial Parent: _____
			Presumed Father: _____

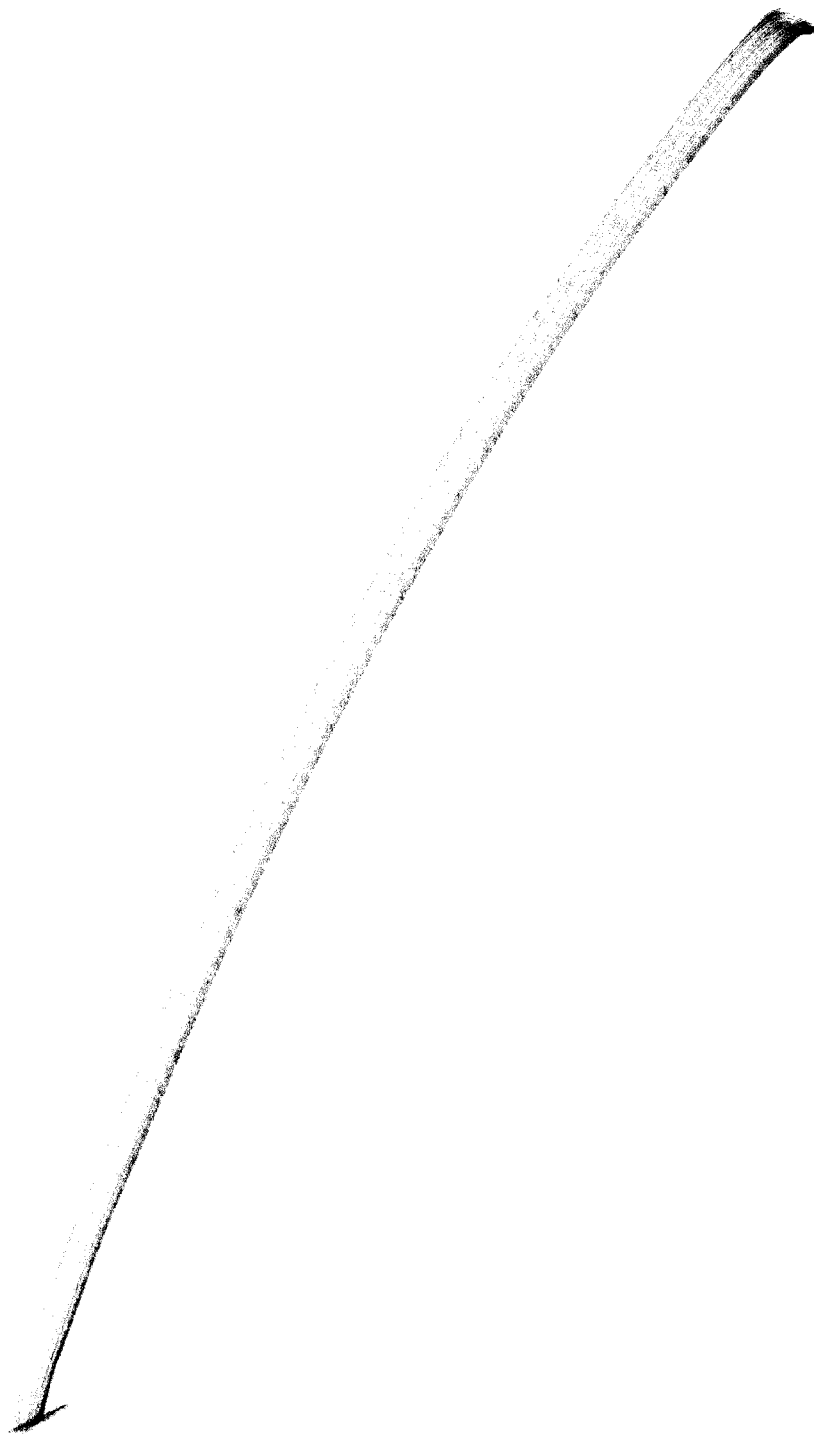
[Attach additional page as necessary to list all parties]

**2. Indicate case type, or identify the most important issue in the case (select only 1):**

Civil		Family Law		
<b>Contract</b>	<b>Injury or Damage</b>	<b>Real Property</b>	<b>Marriage Relationship</b>	<b>Post-judgment Actions (non-Title IV-D)</b>
<input type="checkbox"/> Consumer/DTPA <input checked="" type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: _____ <b>Foreclosure</b> <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract: _____	<input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation <b>Malpractice</b> <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises <b>Product Liability</b> <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: _____ <input type="checkbox"/> Other Injury or Damage: _____	<input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: _____ <b>Related to Criminal Matters</b> <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other: _____	<input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void <b>Divorce</b> <input type="checkbox"/> With Children <input type="checkbox"/> No Children <b>Other Family Law</b> <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other: _____	<input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other <b>Title IV-D</b> <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocals (UIFSA) <input type="checkbox"/> Support Order <b>Parent-Child Relationship</b> <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child: _____
<b>Employment</b>	<b>Other Civil</b>			
<input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment: _____	<input type="checkbox"/> Administrative Appeal <input checked="" type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other: _____			
<b>Tax</b>	<b>Probate &amp; Mental Health</b>			
<input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax	<b>Probate/Wills/Intestate Administration</b> <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings <input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other: _____			

**3. Indicate procedure or remedy, if applicable (may select more than 1):**

<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action	<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment	<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover
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CAUSE NO. DC-12-07150-C

BECKETT MEDIA, LLC,

*Plaintiff,*

v.

MJ HOLDING COMPANY, L.L.C. d/b/a  
BECKETT ASSOCIATES,

*Defendant.*

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FILED  
2012 JUN 29 10 19 AM  
IN THE DISTRICT COURT  
GARY R. JOHNSONS  
DISTRICT CLERK  
DALLAS COUNTY TEXAS  
68th JUDICIAL DISTRICT  
CITY

DALLAS COUNTY, TEXAS

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**PLAINTIFFS' EMERGENCY MOTION FOR EXPEDITED DISCOVERY**

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TO THE HONORABLE JUDGE OF SAID COURT:

COMES now, BECKETT MEDIA, LLC ("Beckett" or "Plaintiff"), and files this Plaintiff's' Emergency Motion for Expedited Discovery and would respectfully show unto the Court as follows:

1. Plaintiff is the preeminent company and most trusted source operating within the collectibles industry, and has been since it formed in 1984. In an effort to gain instant industry recognition, Defendant MJ Holding Company, L.L.C. d/b/a Beckett Associates ("Defendant") purposefully and illegally associated itself with the good name of Beckett by taking on the name Beckett Associates. Defendant began operating under the name of Beckett Associates in a willful attempt to illegally affiliate itself with Beckett. In an effort to address Defendant's improper name use and trademark infringement, Beckett and Defendant entered into a Trademark Licensing Agreement ("Agreement") in April 2006. Defendant has violated this Agreement, and, as a result, Plaintiff has terminated the Agreement. Despite this fact, Defendant continues to illegally, improperly, and without permission use Plaintiff's name and Marks, as that term is defined in Plaintiff's Application for Injunctive Relief and Temporary Restraining

Order (“Application”). Because of Defendant’s bad acts in violation of the Agreement and state and federal statutory and common law, Plaintiff is facing imminent and irreparable harm.

2. With this Motion, Plaintiff is contemporaneously filing its Application against Defendant. Plaintiff filed its Original Petition on June 28, 2012. Plaintiff is requesting that the Court enjoin and restrain Defendants from the following:

- a. using and/or infringing on the legally owned property of Plaintiff, including use of the name or word “Beckett” and/or any of Plaintiff’s Marks to include any derivative use of the name or word “Beckett” and/or Plaintiff’s Marks as defined in the Application;
- b. destroying any information or documents, electronic or otherwise, related to the allegations in Plaintiff’s Original Petition and/or the Application; and
- c. destroying Defendant’s computers, servers, and hard drives.

3. Plaintiff further requests that the Court order Defendant to give Plaintiff and Plaintiff’s forensic information technology expert immediate access to examine Defendant’s servers, hard drives, computers, and information technologies systems.

4. In order to properly present evidence at the hearing on Plaintiff’s Application for Temporary Injunction, it will be necessary for Plaintiff to take the depositions of Defendant, as well as other possible witnesses. Plaintiff therefore requests that the Court grant it leave with good cause under Texas Rule of Civil Procedure 191.1 to take the oral depositions of the following individuals upon three (3) days notice at the location of Plaintiff’s attorney, Anderson Tobin, One Galleria Tower, 13355 Noel Drive, Suite 1900, Dallas Texas 75240, or at such location agreed by the parties:

- A. Deposition Upon Oral Examination and Duces Tecum of Defendant MJ Holding Company, L.L.C. d/b/a Beckett Associates; and
- B. Any and all other reasonable and necessary depositions to prepare for the temporary injunction hearing;

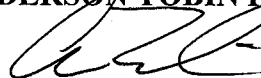
5. Plaintiff further requests that the Court order deponents to produce at the beginning of the depositions, all non-privileged documents requested through the use of a subpoena duces tecum without the normal thirty (30) day time period for production.

6. Before depositions can be fruitful, it is necessary to receive documents and inspect and review Defendant's electronic documents, hard copies, servers, and hard-drives. Among other items, Plaintiff needs to review documents relating to the money Defendant has made from unlawfully using Plaintiff's name as well as the vendors, customers and business associates that Defendant has been doing business with unlawfully. Accordingly, Plaintiff asks this Court to order Defendant to respond to written discovery requests within five (5) days of service without the normal thirty (30) day time period for production. Plaintiff needs to conduct this discovery on an expedited basis in order to meet the time requirements mandated by the imminent expiration of the Temporary Restraining Order, and the upcoming show cause hearing for temporary injunction.

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully requests that it be granted leave of court to take the depositions and procure written discovery and documentary evidence on an expedited basis as described herein, and be granted such other and further relief at law or equity, to which they may be justly entitled.

Respectfully submitted,

**ANDERSON TOBIN PLLC**



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Aaron Z. Tobin  
Texas Bar No. 24028045  
Susan E. Hannagan  
Texas Bar No. 24062820  
One Galleria Tower  
13355 Noel Road, Suite 1900  
Dallas, Texas 75240  
Telephone: (972) 789-1160  
Facsimile: (972) 789-1606

E-Mail: atobin@andersontobin.com  
shannagan@andersontobin.com

**ATTORNEYS FOR PLAINTIFF**

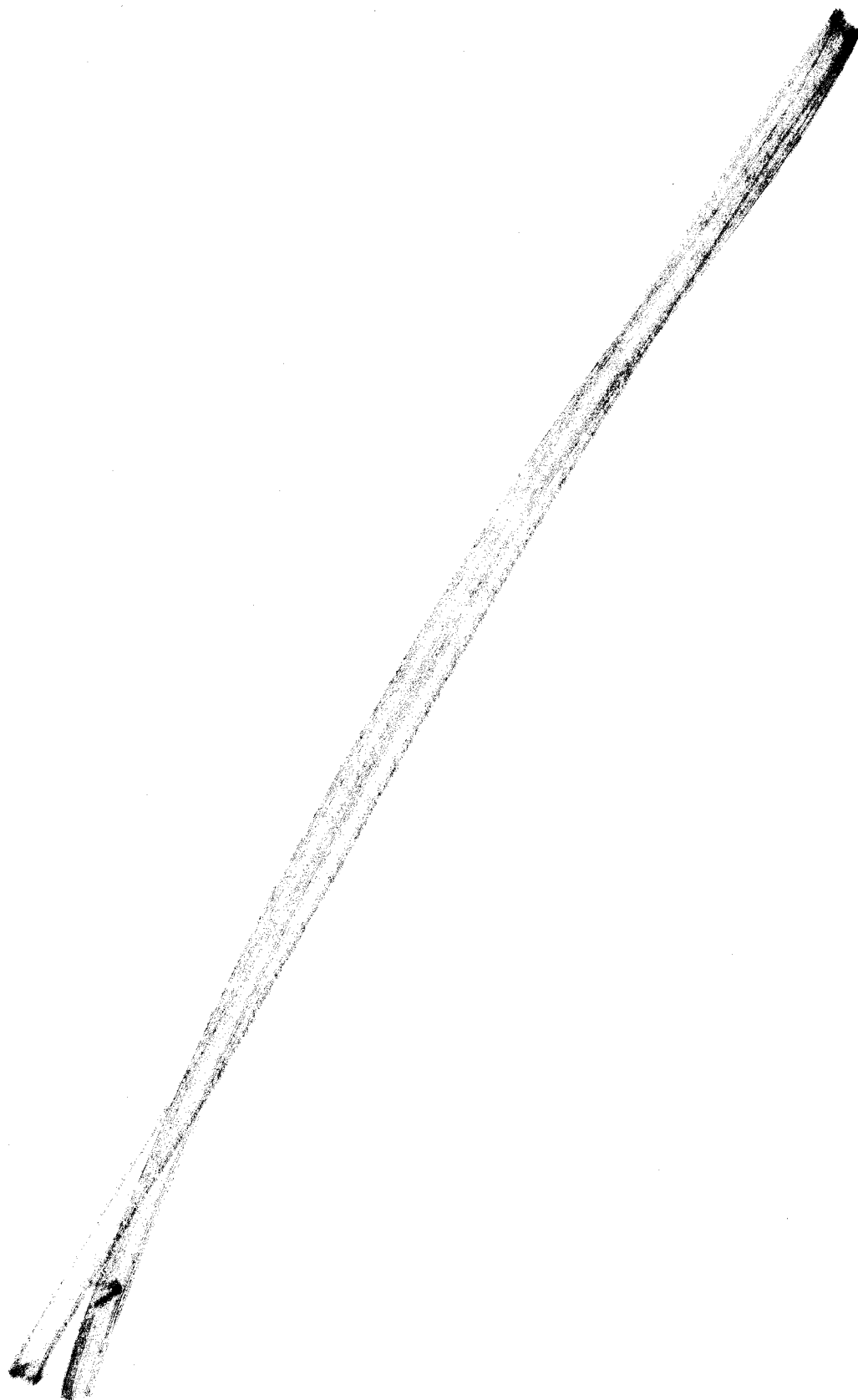
**CERTIFICATE OF CONFERENCE**

Plaintiff's counsel contacted Defendant MJ Holding Company, L.L.C. d/b/a Beckett Associates at on June 29, 2012, by letter sent via e-mail delivery, notifying them of Plaintiff's Emergency Motion for Expedited Discovery ("Plaintiff's Emergency Motion") and requested to confer on the merits of Plaintiff's Emergency Motion. Defendant is opposed to all relief sought by Movant.



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AARON Z. TOBIN/SUSANE E. HANNAGAN



CAUSE NO. DC-12-07150-C

BECKETT MEDIA, LLC,

*Plaintiff,*

v.

MJ HOLDING COMPANY, L.L.C. d/b/a  
BECKETT ASSOCIATES,

*Defendant.*

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FILED  
2012 JUN 29 PM 2:16  
IN THE DISTRICT COURT  
DALLAS COUNTY TEXAS  
68<sup>th</sup> JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

**PLAINTIFF'S APPLICATION FOR INJUNCTIVE  
RELIEF AND TEMPORARY RESTRAINING ORDER**

COMES now, BECKETT MEDIA, LLC. ("Plaintiff" or "Beckett"), and files this Application for Injunctive Relief and Temporary Restraining Order, seeking a temporary restraining order, temporary and permanent injunctive relief against MJ HOLDING COMPANY, L.L.C. d/b/a BECKETT ASSOCIATES ("Defendant"), and would show the Court the following:

**FACTUAL BACKGROUND**

1. This lawsuit and Application for Injunctive Relief and Temporary Restraining Order ("Application") are brought to once and for all put an end to Defendant's clear, willful, unlawful and unauthorized attempts to use Plaintiff's name ("Beckett") and attempts to capitalize on the Beckett name to make a profit within the memorabilia and collectibles industry. Defendant does not have Plaintiff's permission or an otherwise lawful reason to use the Beckett name. (Affidavit of Greg Lindberg, attached hereto as Exhibit "1" ¶ 2).

2. Beckett is the preeminent company and most trusted source operating within the collectibles industry, and has been since it formed in 1984. (Exhibit "1" ¶ 3). Beckett is well known as the preeminent publisher of sports and specialty market collectible publications in the world. (Exhibit "1" ¶ 3). Beckett operates Beckett.com (www.beckett.com), the leading online destination for sports collectible enthusiasts that gives instant access to more than 27 million



sports memorabilia items from close to 140 hobby shops worldwide, and Beckett Grading Services, an award winning third-party professional sports card grading service. (Exhibit "1" ¶ 3).

3. As part of Beckett's business, it is the exclusive owner of multiple forms of legally recognizable intellectual property, including but not limited to the following: United States Federal Trademark Registrations: (1) Beckett – IC 42; (2) Beckett Channel Integration; (3) Beckett Elite; (4) Beckett Got Sports for Kids; (5) Beckett IC 16; (6) Beckett IC 16 Price Guides; (7) Beckett IC 36; (8) Beckett IC 42; (9) Beckett Massive Online Gamer; (10) Beckett Plushie Pals; (11) Beckett Total Access; (12) Beckettpedia; and (13) The Beckett C.H.A.R.T. (the "Marks"). (Exhibit "1" ¶ 4; see also true and correct United States Patent and Trademark Office Trademark Electronic Search Results for all of Plaintiff's Marks, attached hereto as Exhibit "2").

4. Since its inception, Beckett has continuously used the Marks and the Beckett name in advertising campaigns in the community and collectibles industry, including through its website at [www.beckett.com](http://www.beckett.com). (Exhibit "1" ¶ 5). As a result, Beckett's customers, the general public, and companies within the collectibles industry have come to recognize Plaintiff and the Beckett name as the premier leader within the collectibles industry. (Exhibit "1" ¶ 5). The Marks and Plaintiff's name have become uniquely associated with and identify Plaintiff. (Exhibit "1" ¶ 5).

5. In an effort to gain instant industry recognition, Defendant purposefully and illegally associated itself with the good name of Beckett by taking on the name Beckett Associates. (Exhibit "1" ¶ 6). Defendant began operating under the name of Beckett Associates in a willful attempt to illegally affiliate itself with Beckett. (Exhibit "1" ¶ 6).

6. Upon discovery of the illegal acts of Defendant, Beckett notified Defendant that it was to cease and desist its activity immediately. (Exhibit "1" ¶ 7). In an effort to address

Defendant's improper name use and trademark infringement, Beckett and Defendant entered into a Trademark Licensing Agreement ("Agreement") in April 2006. (Exhibit "1" ¶ 3; a true and correct copy of the Agreement is attached hereto as Exhibit "1-A"). As provided in the Agreement, Plaintiff allowed Defendant a limited right to use the name BECKETT (the "Licensed Mark") with certain very specific retailers and business entities. (Exhibit "1" ¶ 3; Exhibit "1-A"). In doing so, Defendant "acknowledge[d] and recognize[d] Beckett Media's full ownership and title to the Licensed Mark ...." (Exhibit "1" ¶ 7; Exhibit "1-A" at p. 2, Paragraph 1.3).

7. In the Agreement, Defendant was only authorized to use the name or Licensed Mark with certain retailers identified in the Agreement: Wal-Mart, Meijer, Kroger, NEXCOM, Duane Reade, Biggs, Blockbuster, 7-Eleven, and HyVee. (Exhibit "1" ¶ 8; Exhibit "1-A", Attachment 1). From a mere reading of Defendant's own website, Defendant has violated this Agreement and has unlawfully used the Licensed Mark with unauthorized retailers in violation of the Agreement, including K-Mart, Zellers, Giant Tiger, Dollar Tree, Toys-R-Us, "and other convenience stores" (Exhibit "1" ¶ 8; see also Defendant's website, a true and correct copy of which is attached hereto as Exhibit "1-B").

8. As stated in the Agreement, Defendant "acknowledges and recognizes Beckett Media's [Plaintiff's] full ownership and title to the Licensed Mark..." (Exhibit "1" ¶ 9; Exhibit "1-A" at p. 2, Paragraph 1.3). Defendant further agreed it would not "during the term of the License Agreement, or any time thereafter, do or suffer to be done any act or thing that could in any way impair the rights of Beckett Media in and to the Licensed Mark, and particularly will not represent that it has any title or right of ownership in the Licensed Mark." (Exhibit "1" ¶ 9; Exhibit "1-A" at p. 2, Paragraph 1.3).

9. The Agreement further provides that “Beckett Media may terminate this License Agreement upon providing written notice to MJ Holdings in the event MJ Holdings uses the Licensed Mark in any way not in strict compliance with the limitations set forth in this License Agreement ....” (Exhibit “1” ¶ 10; Exhibit “1-A” at p. 4, Paragraph 2.2). Further, the Agreement provides that “MJ Holdings will discontinue any and all use of the Licensed Mark immediately upon termination of this License Agreement.” (Exhibit “1” ¶ 10; Exhibit “1-A” at p. 4, Paragraph 2.3).

10. Plaintiff notified Defendant of its breach of the Agreement that it was to immediately refrain from further use of the Licensed Mark, and that the Agreement was terminated (Exhibit “1” ¶ 11; see also notice letter, a true and correct copy of which, with pertinent Rule 408 settlement communications redacted, is attached hereto as Exhibit “1-C”).

11. Defendant has failed to comply with the terms of the Agreement and has failed to stop its illegal use of the Marks and the Beckett name. (Exhibit “1” ¶ 12). Such use of Plaintiff’s Marks by Defendant places the valuable reputation and goodwill of Plaintiff in the hands of Defendant, over whom Plaintiff has absolutely no control. (Exhibit “1” ¶ 12).

12. Defendant’s use of Plaintiff’s Marks is likely to cause confusion, mistakes, and/or deceive potential customers and the collectibles industry as a whole as to the origin, sponsorship or approval of Defendant’s products and services thereby infringing Plaintiff’s rights. (Exhibit “1” ¶ 13). Defendant’s conduct is unlawful and without the consent or permission of Plaintiff. (Exhibit “1” ¶ 13). Unless Defendant is immediately restrained from continuing this unlawful behavior, Plaintiff will be substantially and irreparably harmed. (Exhibit “1” ¶ 14).

**APPLICATION FOR INJUNCTIVE RELIEF AND  
TEMPORARY RESTRAINING ORDER**

13. Plaintiff attaches hereto as Exhibit “1” and incorporates by reference to support its Application for Injunctive Relief and Temporary Restraining Order the Affidavit of Greg

Lindberg along with attached Exhibits "1-A," "1-B," and "1-C." Further, attached hereto as Exhibit "2" and incorporated by reference are true and correct United States Patent and Trademark Office Trademark Electronic Search Results for Plaintiff's Marks as defined herein.

14. Plaintiff seeks a temporary restraining order, and (after notice and hearing) temporary injunction and finally a permanent injunction enjoining Defendant from illegally using the intellectual property of Plaintiff, including the use and/or derivative use of all Marks and/or the Licensed Mark which include the name or word "Beckett," and all use or derivative use of the word "Beckett" in any commercial purpose.

15. The facts set out above establish that the Defendant's use of Plaintiff's Marks is causing irreparable injury to Plaintiff, that Plaintiff is likely to succeed on the merits of its claims, and that Plaintiff does not have an adequate remedy at law. Moreover, the continuing confusion that is being created on a daily basis and the inability to control the quality of the services being provided by Defendant all demonstrate that immediate and irreparable injury, loss or damage are occurring and will continue to do so. Plaintiff has tried to resolve this matter by sending a cease and desist letter, attached as Exhibit "1-C," but Defendant has failed to and has refused to comply. Instead, Defendant seeks to willfully and intentionally infringe on the intellectual property rights of Plaintiff. Thus, Plaintiff seeks the assistance of the Court to stop any further injury, loss or damage. Plaintiff is entitled to, and hereby requests, a temporary restraining order and a preliminary injunction until time of trial prohibiting further infringement, unfair competition, and dilution of its Marks by Defendant.

16. Plaintiff is entitled to injunctive relief in the present case because Defendant's actions are causing and will continue to cause imminent and irreparable harm, for which there is no adequate remedy at law. TEX. CIV. PRAC. & REM. CODE § 65.011. The prerequisites for granting injunctive relief are (1) pleading for permanent relief; (2) a probable right to relief to the

relief sought; and (3) probably injury. *See Butnaru v. Ford Motor Co.*, 84 S.W.3d 198, 204 (Tex. 2002); *Black Fire Fighters Ass'n of Dallas v. City of Dallas*, 905 F.2d 63, 65 (5th Cir. 1990). As demonstrated below, each of these prerequisites are present in this case.

**A. Plaintiff is seeking permanent relief**

17. Plaintiff's Petition and Application seek a permanent injunction against Defendant preventing Defendant from violating the Agreement between the parties and federal and state statutory and common law. Plaintiff further seeks monetary and other damages from Defendant for breach of the Agreement between the parties, among other claims. As such, Plaintiff has fulfilled the prerequisite that it is seeking permanent relief against Defendant.

**B. Plaintiff is suffering a probable injury that is imminent and irreparable**

18. A temporary restraining order and injunctive relief is necessary as Plaintiff is suffering a probable injury that is both imminent and irreparable, and no adequate remedy exists at law. Defendant's use of Plaintiff's Marks constitutes a dilution of Plaintiff's Marks and injures Plaintiff's business reputation, in violation of TEX. BUS. & COM. CODE § 16.29. Unless Defendant is enjoined and restrained from diluting Plaintiff's Marks in violation of the Texas Dilution Act, Plaintiff will be irreparably harmed.

19. To be entitled to injunctive relief, a party must demonstrate the existence of a wrongful act, imminent harm, irreparable injury, and the absence of an adequate remedy at law. *See John Paul Mitchell Sys. v. Randalls Food Mkts.*, 17 S.W.3d 721, 732 (Tex. App. Austin 2000, *pet denied*), (citing *Frey v. DeCordova Bend Estates Owners Ass'n*, 632 S.W.2d 877, 881 (Tex. App.--Fort Worth 1982, *rehearing denied*), *aff'd*, 647 S.W.2d 246 (Tex. 1983)). Plaintiff is entitled to injunctive relief based on Defendant's violation of the Texas Dilution Act.

20. Texas law provides that injunctive relief is a proper remedy in cases of intellectual property infringement or dilution so long as the party seeking injunctive relief proves

the existence of a wrongful act; the existence of imminent harm; the existence of irreparable injury; and the absence of a remedy at law. *See Beauty Elite Group, Inc. v. Palchick*, 2008 Tex. App. LEXIS 1918 (Tex. App.—Houston, [14th Dist.] March 18, 2008).

21. Furthermore, Defendant is unfairly competing with Plaintiff by illegally, improperly, and without permission using Plaintiff's name and Marks.

22. Texas law recognizes the common law claim of unfair competition in situations where intellectual property may be subjected to dilution or confusion based on another's alleged use of the same. *See Hassan v. Greater Houston Transp. Co.*, 237 S.W.3d 727, 730 (Tex. App. Houston [1st Dist.] 2007, *pet denied*). Liability for unfair competition requires a finding of some independent substantive tort or other illegal conduct. *Schoellkopf v. Pledger*, 778 S.W.2d 897, 904 (Tex. App.—Dallas 1989, *no writ*).

23. Likelihood of confusion, due to Defendant's use of Plaintiff's Marks, by its very nature causes irreparable harm. *See Chemlawn Services Corp. v. GNC Pumps, Inc.*, 690 F. Supp. 1560, 1569 (S.D. Tex. 1988), *aff'd*, 856 F.2d 202 (Fed. Cir. 1988); *Home Savings of America v. Home Savings Ass'n.*, 219 U.S.P.Q. 157, 159 (S.D. Tex. 1982). A second type of irreparable injury is the erosion of the identification of the Marks with Plaintiff. *See Geo. Washington Mint, Inc. v. Washington Mint, Inc.*, 349 F Supp. 255, 263, (S.D. N.Y. 1972) ("Attrition of the aura of exclusivity ... to plaintiff's good will" is irreparable injury.).

24. If Defendant is allowed to continue to use Plaintiff's Marks, Plaintiff will lose a valuable asset. Customers and potential customers in the collectible industry, not to mention casual users of the Internet, may believe that Defendant is somehow connected with Plaintiff.

25. A further type of irreparable injury to Plaintiff arises from the fact that Plaintiff cannot control the quality of Defendant's services that are currently being associated with Plaintiff's Marks due to Defendant's infringement and dilution of Plaintiff's Marks. *See*

*American Rice, Inc. v. Arkansas Rice Growers Co-Op. Ass'n.*, 532 F. Supp. 1376, 1389 (S.D. Tex. 1982), *aff'd.*, 701 F.2d 408 (5th Cir. 1983). This lack of control constitutes irreparable injury regardless of the actual quality of Defendant's goods or services, because Plaintiff can no longer control its own reputation and goodwill, and cannot control how the public perceives Plaintiff's Marks. *See Id.*

**C. Plaintiff has a likelihood of success on the merits**

26. Plaintiff is likely to succeed on the merits of its case because, among other things, Defendant has violated the Agreement between the parties. Defendant's improper and illegal use of Plaintiff's Marks entitles Plaintiff to damages and permanent injunctive relief. Furthermore, Defendant has violated Texas statutory and common law in using Plaintiff's Marks without Plaintiff's consent.

27. Plaintiff is likely to succeed in its common law claim of unfair competition as it has adequately alleged Defendant's infringement and dilution of Plaintiff's Marks. Liability for unfair competition requires a finding of some independent substantive tort or other illegal conduct. *Schoellkopf v. Pledger*, 778 S.W.2d 897, 904 (Tex. App.—Dallas 1989, *no writ*).

28. Plaintiff has common law rights in its Marks, by virtue of its use of the Marks, prior to any use by Defendant in the industry. *Union National Bank of Texas, Laredo, Texas v. Union National Bank of Texas, Austin, Texas*, 909 F.2d 839, 842 (5th Cir. 1990). Plaintiff has also federally registered the Marks, and because the Marks have been federally registered for more than five (5) years, they are considered uncontestable marks. *See Meineke Disc. Muffler v. Jaynes*, 999 F.2d 120, 125 (5th Cir. 1993).

29. Defendant's unauthorized use of Plaintiff's Marks is likely to cause, and will cause, confusion in violation of Texas law and federal trademark law, including 15 U.S.C. §§ 1114 and 1125(a). "[T]he gravamen for any action of trademark infringement or common

law unfair competition is whether the challenged mark is likely to cause confusion.” *Marathon Mfg. Co. v. Enerlite Prod. Co.*, 767 F.2d 214, 217 (5th Cir. 1985).

30. Confusion is likely because Defendant is using Plaintiff’s Marks on its website, in its press releases, in the names of bank branches and presumably in signage, literature and advertising. Defendant’s use of Plaintiff’s Marks creates a likelihood of confusion as to whether Defendant is affiliated with, or endorsed by Plaintiff. There is no legitimate reason for Defendant to use Plaintiff’s Marks other than to profit from Plaintiff’s goodwill.

31. Even if Defendant could show that some astute customers in the industry might not be confused by Defendant’s use of Plaintiff’s Marks, Plaintiff will still prevail on the merits of this claim. In the area of service marks and trademarks, the law “protects not only the intelligent, the experienced, and the astute. It safeguards from deception also the ignorant, the inexperienced, and the gullible.” *Stork Restaurant, Inc. v. Sahati*, 166 F.2d 348, 359 (9th Cir. 1948). “A showing of likelihood of confusion as to source or sponsorship establishes the requisite likelihood of success on the merits as well as risk of irreparable harm.” *Chemlawn Services*, 690 F. Supp. at 1569.

### CONCLUSION

32. Defendant’s unauthorized use of Plaintiff’s Marks is irreparably injuring, and will continue to injure, Plaintiff’s business reputation; it is also diluting, and will continue to dilute, the distinctive quality of Plaintiff’s Marks in violation of federal and state law, and the common law rights of Plaintiff.

33. Therefore, to preserve the *status quo* for trial or other hearing on the merits, Plaintiff asks the Court to grant a preliminary injunction enjoining Defendant from using the name or word “Beckett” and Plaintiff’s Marks or any mark confusingly similar to Plaintiff’s Marks until after a trial or other final hearing on the merits.



34. Further, the risk of any harm to Defendant is minimal given the scope of the requested relief. Additionally, any harm to Defendant would be greatly outweighed by the public interest in enforcing valid contracts and preventing Defendant from profiting from its breach of contract and illegal and improper use of Plaintiff's Marks.

35. In order to preserve the status quo and Plaintiff's property and rights during the pendency of this action, Defendant should be temporarily restrained and enjoined, during the pendency of this action, and then permanently enjoined and commanded to:

- a. Cease, desist and refrain from using and/or infringing on legally owned property of Plaintiff, including use of the name or word "Beckett" and/or any of Plaintiff's Marks to include the use of any derivatives of the name or word "Beckett" and/or any of Plaintiff's Marks;
  - b. Cease, desist and refrain from destroying any of the information or documents, electronic or otherwise, related to the allegations herein;
  - c. Cease, desist refrain from destroying computers, servers, and hard drives; and
  - d. Give Plaintiff and Plaintiff's forensic information technology expert immediate access to examine Defendant's servers, hard drives, computers, and information technology systems.
36. Plaintiff will post bond as required by Texas Rule of Civil Procedure 684.

#### **PRAYER FOR RELIEF**

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that a temporary restraining order, temporary injunction (after notice and hearing) and permanent injunction be granted enjoining Defendant from using and infringing on legally owned property of Plaintiff, including use of the name or word "Beckett" or any of Plaintiff's Marks, immediately and if necessary up and until this matter is tried to a jury. Plaintiff likewise seeks an order from this Court preventing Defendant from destroying any information or documents, electronic or otherwise, relating to the allegations set forth above; from destroying computers, servers, and hard drives; and allowing Plaintiff's forensic information technology expert to examine Defendant's hard

drives, servers, and computers. Plaintiff additionally requests the immediate issuance of an order for a forensic review of Defendant's servers, hard drives, and email accounts, and an order setting a hearing on Plaintiff's request for a temporary injunction. Plaintiff additionally requests this Court enter judgment in their favor and further grant the following relief:

(a) an award of all damages adequate to compensate Plaintiff for Defendant's unlawful conduct including actual damages, lost profits, disgorgement of Defendant's profits, and treble, exemplary, and/or punitive damages in view of the knowing, willful, malicious, and intentional nature of Defendant's acts, and such damages to be determined by a jury, and, if necessary, and accounting of all damages;

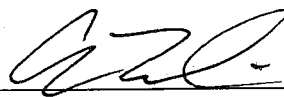
(b) an award of pre-and post-judgment interest;

(c) an award of all attorney fees, costs of court, and all other recoverable costs, and

(d) all other relief, both general and special, in law or in equity, to which Plaintiff may show itself justly entitled.

Respectfully submitted,

**ANDERSON TOBIN, PLLC**



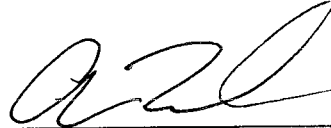
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Aaron Z. Tobin  
Texas Bar No. 24028045  
Robert D. Ramage  
State Bar No. 00784807  
Susan E. Hannagan  
Texas Bar No. 24062820  
One Galleria Tower  
13355 Noel Road, Suite 1900  
Dallas, Texas 75240  
Telephone: (972) 789-1160  
Facsimile: (972) 789-1606  
E-Mail: atobin@anderson-tobin.com  
shannagan@anderson-tobin.com

**ATTORNEYS FOR PLAINTIFF**

**CERTIFICATE OF CONFERENCE**

Plaintiff's counsel contacted counsel for Defendant MJ Holding Company, L.L.C. d/b/a Beckett Associates on June 29, 2012, by letter sent via e-mail delivery, notifying them of Plaintiff's Application for Injunctive Relief and Temporary Restraining Order ("Plaintiff's Application") and requested to confer on the merits of Plaintiff's Application. Defendant is opposed to all relief sought by Movant.



\_\_\_\_\_  
AARON Z. TOBIN/SUSANE E. HANNAGAN

**CERTIFICATE OF TRANSFER**

The undersigned hereby certifies that, to the best of counsel's knowledge, this matter is not subject to transfer pursuant to Local Rule 1.06.



\_\_\_\_\_  
AARON Z. TOBIN/SUSANE E. HANNAGAN

CAUSE NO. DC-12-07150-C

BECKETT MEDIA, LLC,	§	IN THE DISTRICT COURT
<i>Plaintiff,</i>	§	
v.	§	
	§	68 <sup>th</sup> JUDICIAL DISTRICT
MJ HOLDING COMPANY, L.L.C. d/b/a	§	
BECKETT ASSOCIATES,	§	
<i>Defendant.</i>	§	DALLAS COUNTY, TEXAS

---

**AFFIDAVIT OF GREG LINDBERG IN SUPPORT OF PLAINTIFF'S APPLICATION  
FOR INJUNCTIVE RELIEF AND TEMPORARY RESTRAINING ORDER**

---

STATE OF NORTH CAROLINA §  
COUNTY OF DURHAM §

BEFORE ME, the undersigned authority, on this day personally appeared GREG LINDBERG, who being duly sworn, states on his oath as follows:

1. "My name is Greg Lindberg. I am the CEO and Chairman of Beckett Media, LLC ("Beckett" or "Plaintiff") and am duly qualified and authorized to make this affidavit. I am over the age of eighteen years and have never been convicted of a felony or crime of moral turpitude. The facts stated herein are within my personal knowledge and are true and correct.

2. Defendant is willfully, unlawfully, and without authorization attempting to use Plaintiff's name ("Beckett") and to capitalize on the Beckett name to make a profit within the memorabilia and collectibles industry. Defendant does not have Plaintiff's permission or an otherwise lawful reason to use the Beckett name.

3. Beckett is the preeminent company and most trusted source operating within the collectibles industry, and has been since it formed in 1984. Beckett is well known as the preeminent publisher of sports and specialty market collectible publications in the world.



Beckett operates Beckett.com (www.beckett.com), the leading online destination for sports collectible enthusiasts that gives instant access to more than 27 million sports memorabilia items from close to 140 hobby shops worldwide, and Beckett Grading Services, an award winning third-party professional sports card grading service.

4. As part of Beckett's business, it is the exclusive owner of multiple forms of legally recognizable intellectual property, including but not limited to the following: United States Federal Trademark Registrations: (1) Beckett – IC 42; (2) Beckett Channel Integration; (3) Beckett Elite; (4) Beckett Got Sports for Kids; (5) Beckett IC 16; (6) Beckett IC 16 Price Guides; (7) Beckett IC 36; (8) Beckett IC 42; (9) Beckett Massive Online Gamer; (10) Beckett Plushie Pals; (11) Beckett Total Access; (12) Beckettpedia; and (13) The Beckett C.H.A.R.T. (the "Marks").

5. Since its inception, Beckett has continuously used the Marks and the Beckett name in advertising campaigns in the community and collectibles industry, including through its website at www.beckett.com. As a result, Beckett's customers, the general public, and companies within the collectibles industry have come to recognize Plaintiff and the Beckett name as the premier leader within the collectibles industry. The Marks and Plaintiff's name have become uniquely associated with and identify Plaintiff.

6. In an effort to gain instant industry recognition, Defendant purposefully and illegally associated itself with the good name of Beckett by taking on the name Beckett Associates. Defendant began operating under the name of Beckett Associates in a willful attempt to illegally affiliate itself with Beckett.

7. Upon discovery of the illegal acts of Defendant, Beckett notified Defendant that it was to cease and desist its activity immediately. In an effort to resolve the improper name use

and trademark infringement, Beckett and Defendant entered into a Trademark Licensing Agreement (“Agreement”) in April 2006 (a true and correct copy of the Agreement is attached hereto as Exhibit “1-A”). As provided in the Agreement, Plaintiff allowed Defendant a limited right to use the name “Beckett” (the “Licensed Mark”) with certain very specific retailers and business entities. In doing so, Defendant “acknowledged and recognized Beckett Media’s full ownership and title to the Licensed Mark (“BECKETT”).”

8. In the Agreement, Defendant was only authorized to use the name or Licensed Mark with certain retailers identified in the Agreement: Wal-Mart, Meijer, Kroger, NEXCOM, Duane Reade, Biggs, Blockbuster, 7-Eleven, and HyVee. From a mere reading of Defendant’s own website, Defendant has violated this Agreement and has unlawfully used the Licensed Mark with unauthorized retailers in violation of the Agreement, including K-Mart, Zellers, Giant Tiger, Dollar Tree, Toys-R-Us, “and other convenience stores” (a true and correct copy of Defendant’s website is attached hereto as Exhibit “1-B”).

9. As stated in the Agreement, Defendant “acknowledges and recognizes Beckett Media’s [Plaintiff’s] full ownership and title to the Licensed Mark...” (Exhibit “1-A” at p. 2, Paragraph 1.3). Defendant further agreed it would not “during the term of the License Agreement, or any time thereafter, do or suffer to be done any act or thing that could in any way impair the rights of Beckett Media in and to the Licensed Mark, and particularly will not represent that it has any title or right of ownership in the Licensed Mark.” (Exhibit “1-A” at p. 2, Paragraph 1.3).

10. The Agreement further provides that “Beckett Media may terminate this License Agreement upon providing written notice to MJ Holdings in the event MJ Holdings uses the Licensed Mark in any way not in strict compliance with the limitations set forth in this License

Agreement ....” (Exhibit “1-A” at p. 4, Paragraph 2.2). Further, the Agreement provides that “MJ Holdings will discontinue any and all use of the Licensed Mark immediately upon termination of this License Agreement.” (Exhibit “1-A” at p. 4, Paragraph 2.3).

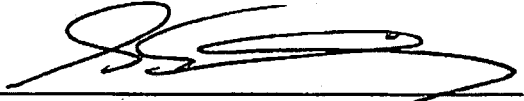
11. Beckett notified Defendant of its breach of the Agreement that it was to immediately refrain from further use of the Licensed Mark, and that the Agreement was terminated (attached hereto as Exhibit “1-C” is a true and correct copy of said notice letter with pertinent Rule 408 settlement communications redacted).

12. Defendant has failed to comply with the terms of the Agreement and has failed to stop its illegal use of the Marks and the Beckett name. Such use of Plaintiff’s Marks by Defendant places the valuable reputation and goodwill of Plaintiff in the hands of Defendant, over whom Plaintiff has absolutely no control.

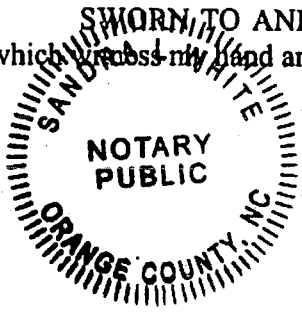
13. Defendant’s use of Plaintiff’s Marks is likely to cause confusion, mistakes, and/or deceive potential customers and the collectibles industry as a whole as to the origin, sponsorship or approval of Defendant’s products and services thereby infringing Plaintiff’s rights. Defendant’s conduct is unlawful and without the consent or permission of Plaintiff.

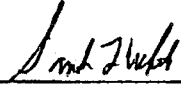
14. Unless Defendant is immediately restrained from continuing this unlawful behavior, Plaintiff will be substantially and irreparably harmed.”

FURTHER AFFIANT SAYETH NOT.

  
\_\_\_\_\_  
GREG LINDBERG

SWORN TO AND SUBSCRIBED before me, on the 29<sup>th</sup> day of June 2012, to certify  
which I read and seal of office.



  
\_\_\_\_\_  
Notary Public, in and for the State of NORTH CAROLINA  
MY COMMISSION EXPIRES February 16, 2016



## TRADEMARK LICENSE AGREEMENT

This TRADEMARK LICENSE AGREEMENT (this "License Agreement"), effective as of April 24, 2006 (the "Effective Date"), is made by and between Beckett Media LP ("Beckett Media") and MJ Holding Company, L.L.C., currently doing business as Beckett Associates ("MJ Holdings").

### RECITALS:

WHEREAS, this License Agreement is entered into in connection with the settlement of a dispute between the parties;

WHEREAS, MJ Holdings desires to license the BECKETT word mark (the "Licensed Mark") from Beckett Media for use in connection with MJ Holdings' direct communications and transactions with the retailers identified in Attachment 1, for identification and continuity purposes only; and

WHEREAS, Beckett Media desires to license the Licensed Mark to MJ Holdings for such use.

NOW, THEREFORE, in consideration of the premises and the mutual terms, covenants and conditions herein contained, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

### ARTICLE I LICENSE

**1.1 License Grant.** Subject to limitations in, and MJ Holdings' compliance with, this License Agreement, Beckett Media grants to MJ Holdings a nonexclusive, royalty-free, non-transferable, non-sublicenseable, limited, perpetual license to use the Licensed Mark in the United States for the sole and exclusive purpose of identifying MJ Holdings as a distributor of specialty items and collectibles and items related to thereto, in connection with MJ Holdings' direct communications and transactions with the retailers identified in Attachment 1. The items on which MJ Holdings can use the Licensed Mark as described in this paragraph are identified in Attachment 2. Attachments 1 and 2 are incorporated herein by this reference.

Beckett Media and MJ Holdings further agree that the list of retailers identified in Attachment 1 and the items identified in Attachment 2 can be amended from time to time pursuant to the following procedure. If MJ Holdings desires to add retailers to Attachment 1 or items to Attachment 2, it shall notify Beckett Media of such proposed additions in writing and, in the case of a proposal to add new items to Attachment 2, shall provide a sample of the item using the Licensed Mark. Beckett Media shall review the proposed additions and within 10 business days shall consent to the proposed addition or the proposed use unless Beckett Media believes in good faith that the proposed addition would cause confusion in the market place as to the source of goods or services. If Beckett Media determines that MJ Holdings' use of the Licensed Mark with a particular retailer or on a particular item is causing confusion in the marketplace as to the source of goods and services, Beckett Media shall notify MJ Holdings in writing of its intention to remove a particular retailer from Attachment 1 or to remove a particular item from



Attachment 2. Within 10 business days from receipt of notice from Beckett Media, MJ Holdings shall agree to remove the retailer from Attachment 1, or the item from Attachment 2.

In the event that MJ Holdings determines that it has a pressing, unanticipated need to use the Licensed Mark for communication with a retailer not included on Attachment 1 in a manner that otherwise complies with this License Agreement, but in a time frame that does not allow for the procedure for adding new retailers to Attachment 1, MJ Holdings may use the Licensed Mark for such communication provided that: MJ Holdings provides immediate written notice of the use to Beckett Media and agrees to cease all such uses should Beckett Media determine, in good faith, that continued use of the Licensed Mark with the new retailer would cause confusion in the market place as to the source of goods or services; in the event that Beckett Media determines that confusion in the marketplace as to the source of goods or services is likely, Beckett Media shall provide written notice of such determination within 10 business days of receiving written notification from MJ Holdings' new use of the Licensed Mark.

**1.2 Limitations.** MJ Holdings and Beckett Media acknowledge and agree that MJ Holdings will not apply the Licensed Mark to, or use the Licensed Mark in connection with, any products, packaging, labels, headers, marketing materials, or advertisements and that it will not apply the Licensed Mark to, or use the Licensed Mark in connection with, any other product, service, or medium of communication directed to or reasonably anticipated to be seen by consumers, including, but not limited to the internet or the 'World Wide Web.' MJ Holdings agrees that any item identified in Attachment 2 that bears the Licensed Mark and that proposes a sale of any collectibles or items related thereto, including, but not limited to magazines or trading cards of any kind, shall also bear the following language: "Beckett' is a registered trademark of Beckett Media LP. MJ Holdings Company, LLC, a distributor of collectibles and other related items, uses the name "Beckett Associates" pursuant to a license agreement from Beckett Media LP. The products distributed by MJ Holdings Company, LLC, however, are not produced, published or endorsed by Beckett Media LP, unless otherwise specifically indicated herein."

**1.3 Ownership.** MJ Holdings acknowledges and recognizes Beckett Media's full ownership and title to the Licensed Mark, together with the goodwill attached thereto, and acknowledges and agrees that all use of the Licensed Mark, including without limitation any goodwill that accrues because of the use of the Licensed Mark, will vest in and inure to the benefit of Beckett Media. MJ Holdings will not, during the term of this License Agreement, or any time thereafter, do or suffer to be done any act or thing that could in any way impair the rights of Beckett Media in and to the Licensed Mark, and particularly will not represent that it has any title or right of ownership in the Licensed Mark.

**1.4 Quality Standards.** MJ Holdings hereby agrees to maintain the standards and specifications of quality required by Beckett Media in connection with any use of the Licensed Mark, which standards and specifications may be revised from time to time by Beckett Media. MJ Holdings and Beckett Media acknowledge and agree that the quality of the sale and distribution services and related business interactions currently provided by MJ Holdings to the retailers listed in Attachment 1 complies with current standards and specifications required by Beckett Media, and that any revised standards and specifications will not demand a higher standard of quality unless required by law or any other governmental rules or regulations agreed by the parties to apply to MJ Holdings' goods or services in the future.

**1.5 Inspection.** Beckett Media has the right to inspect, review, and approve any use of the Licensed Mark by MJ Holdings that is materially different from MJ Holdings' current use in connection with MJ Holdings' direct communications and transactions with retailers, in order to ensure that the standards and specifications of quality required by Beckett Media are met.

**1.6 Infringements.** MJ Holdings agrees to assist Beckett Media, at its request, in the maintenance of such rights in the Licensed Mark. MJ Holdings agrees to inform Beckett Media promptly of any encroachment or infringement of the Licensed Mark which comes to the attention of MJ Holdings. Any litigation or other action to police such property to abate infringement shall be under the complete control of Beckett Media, provided that it shall not be obligated to commence any litigation of other procedure to police such rights. If Beckett Media declines to commence any such action, MJ Holdings shall be given notice of same and may, as exclusive licensee and at its sole cost and expense, institute such third-party action as it may deem necessary, and shall be entitled to all damages resulting from such action. Beckett Media in such event agrees to cooperate fully in any such litigation or action, to the extent necessary in the rigorous prosecution of the matter, at MJ Holdings' expense. In no event shall Beckett Media be responsible for any consequential damages to the MJ Holdings or to third parties in the event of infringement.

**1.7 Warranties.** Each party represents, undertakes and warrants that it has the full authority, power and capacity to enter into and fully perform this License Agreement, and that its activities hereunder will not infringe upon nor violate the rights of any third party.

**1.8 Indemnification.** MJ Holdings shall indemnify and at its own cost shall defend Beckett Media and its parents, subsidiaries, affiliates, licensees, successors and assigns for the term of this License Agreement and thereafter, against all claims, damages, penalties, costs and expenses (including reasonable attorneys' fees) incurred as a result of any action, proceeding, claim or suit arising out of or in connection with (i) MJ Holdings' services as described in Section 1.1 or (ii) any breach of MJ Holdings' obligations, representations or warranties hereunder. Should any such action be brought against Beckett Media, it shall immediately notify MJ Holdings in writing. Beckett Media shall have the right to participate in any action brought against it through counsel of its own choice and at its own expense. If MJ Holdings fails to defend itself or Beckett Media in any such action on a timely basis after receipt of MJ Holdings' written notice, Beckett Media may undertake the defense of any part thereof and MJ Holdings shall reimburse Beckett Media for all justifiable costs and expenses in connection therewith including reasonable attorneys' fees, as and when incurred. MJ Holdings' failure to pay the amount thereof to or for Beckett Media promptly upon request therefore shall be a material breach of this License Agreement.

**1.9 No Agency Relationship.** Nothing herein shall create or be deemed to create any agency, partnership or joint venture relation between the parties and neither party has the power to obligate or bind the other in any manner whatsoever.

## ARTICLE II TERM AND TERMINATION

**2.1 Term.** The license granted herein is perpetual, unless and until terminated pursuant to Section 2.2.

**2.2 Immediate Termination.** Beckett Media may terminate this License Agreement immediately upon providing written notice to MJ Holdings in the event MJ Holdings uses the Licensed Mark in any way not in strict compliance with the limitations set forth in this License Agreement, including, without limitation, in the event MJ Holdings places the Licensed Mark on any collectible cards or related goods and services, packaging, labels, headers, marketing materials, advertisements, or other product, service, or medium of communication directed to or reasonably anticipated to be seen by consumers in the market for collectible cards or related goods and services.

**2.3 Post-Termination.** MJ Holdings will discontinue any and all use of the Licensed Mark immediately upon termination of this License Agreement.

**ARTICLE III  
MISCELLANEOUS**

**3.1 Notices.** All notices and other communications required or permitted to be given or made hereunder by either party hereto shall be in writing and shall be deemed to have been duly given if delivered personally or transmitted by first class registered or certified mail, postage prepaid, return receipt requested, or sent by prepaid overnight or other similar commercial delivery service, with confirmed receipt, to the parties at the following addresses (or at such other addresses as shall be specified by the parties by like notice):

If to MJ Holdings:

MJ Holding Company, L.L.C  
7001 South Harlem Avenue  
Bedford Park, Illinois 60638

Attn: Allan J. Lamos

If to Beckett Media LP:

Beckett Media LP  
15850 Dallas Parkway  
Dallas, Texas 75248

Attn: Mr. Peter A. Gudmundsson

With Copy to:

Graham M Coleman, Esq.  
Davis Wright Tremaine LLP  
1633 Broadway  
New York, NY ~~10024~~ 10019

**3.2 Entire Agreement.** This License Agreement constitutes the entire agreement between the parties hereto with respect to the use of the Licensed Mark by MJ Holdings and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

**3.3 Amendments and Waiver; Rights and Remedies.** This License Agreement may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. No delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of either party of any such right, power or privilege, or any single or partial exercise of any such right, power or

privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege.

**3.4 Governing Law.** This License Agreement is governed by, and will be construed and enforced in accordance with, the laws of the State of Texas, without regard to the principles of conflicts of laws thereof.

**3.5 Binding Effect; Assignment; No Third Party Benefit.** This License Agreement and all the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns; provided that neither this License Agreement nor any of the rights, interests or obligations hereunder shall be assigned by MJ Holdings (by operation of law or otherwise) without the prior written consent of Beckett Media.

**3.6 Counterparts.** This License Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.


**3.7 Severability of Provisions.** If any provision of this License Agreement is held to be unenforceable, this License Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects this License Agreement shall remain in full force and effect; provided that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.


**3.8 Surviving Obligations.** Expiration or any termination by either party of this License Agreement will not affect the rights and obligations of the parties set forth in Sections 1.2, 1.3, and 2.3 of this License Agreement.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed by their respective officers hereunto duly authorized as of the date first above written.

Beckett Media LP

MJ Holding Company, L.L.C.

By:   
Name: Peter A. Gudmundsson  
Title: President and Chief Executive Officer  
Date: 4/28/06

By:   
Name: Matthew Bayer  
Title: President  
Date: 4/24/06

**Attachment 1**

**Authorized Customers**

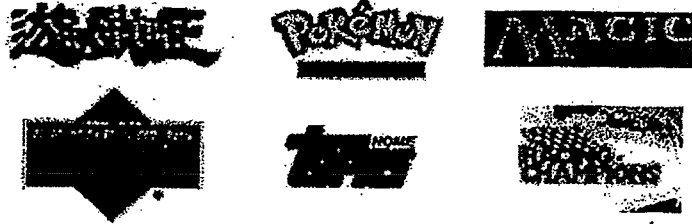
1. Wal-Mart
2. Meijer
3. Kroger
4. NEXCOM
5. Duane Reade
6. Biggs
7. Blockbuster
8. 7-Eleven
9. HyVee

**Attachment 2**

**[List of current items featuring Licensed Mark to be provided by MJ Holding]**

**Website using domain name <http://beckettassociates.com/> with full disclaimer listed in paragraph 1.2 of the License Agreement appearing on "home screen" (i.e., the first screen that appears to viewers who access the site).**

1. Stationary
2. Business Cards
3. Beckett Logo
4. Website Home Page



## BECKETT ASSOCIATES

**Beckett Associates** is the leading distributor of trading cards and collectables. We are currently looking for seasoned merchandisers in your area!

To apply or make an employment inquiry about an exciting career in merchandising trading cards and collectables, email your resume and contact information to Beckett Associates  
Recruiting at:

[recruiting@beckettassociates.com](mailto:recruiting@beckettassociates.com)

Or contact us at 1-800-688-0499 ext. 5906

For a List of Openings [Click Here](#)

### Check Back for Further Updates!

MJ Holding Company, LLC, an Illinois limited liability company, d/b/a Beckett Associates  
7001 S. Harlem Ave, Bedford Park, IL 60638

"Beckett" is a registered trademark of Beckett Media L.P. MJ Holding Company, LLC, a distributor of collectibles and of related items, uses the name "Beckett Associates" pursuant to a license agreement from Beckett Media, L.P. The products distributed by MJ Holding Company, LLC however, are not produced, published or endorsed by Beckett Media L.P., unless otherwise specifically indicated herein.





7001 South Harlem Avenue  
Bedford Park, IL 60638-4713  
Corporate Office: 708.793.5919  
Voice Mail: 800.688.0489

Fax: 708.793.5812

Ext # \_\_\_\_\_



7001 SOUTH HARLEM AVENUE, BEDFORD PARK IL 60638-4713

CORPORATE OFFICE: 708.793.5919 FAX: 708.793.5812



7001 S Harlem Ave • Bedford Park, IL • 60638

## About Beckett Associates

Beckett Associates is the largest North American distributor of trading cards (gaming, sports, and entertainment), related trading card supplies, and hot trend items. We provide retail supply chain management and specialize in category planning, planogram development, initial distribution, replenishment, and merchandising of the modular for our retail partners. Additionally, we support manufacturers who are looking for retail distribution of their products.

Headquartered in Bedford Park, Illinois, just outside of Chicago, Beckett Associates operates out of a 200K sq. foot distribution center and corporate offices. Additionally, we have a 30K sq. foot distribution center in Cambridge, Ontario to support our Canadian customers. Beckett Associates provides our services to approximately 10,000 retail store locations across the United States and Canada.

**Mass Retail:** Wal-Mart (USA and Canada), Meijer, K-Mart, Zellers, and Giant Tiger  
**Specialty:** Toys-R-Us, Dollar Tree  
**Military:** NEXCOM Naval Exchange  
**Other:** 7-Eleven and other convenience stores across Canada

Additionally, Beckett Associates distributes products of more than 20 different manufacturers.

**Trading Cards:** Pokemon, Konami, Wizards of the Coast, Topps, Panini, Upper Deck, Press Pass, Ultra Pro, etc.

**Specialty Trend and Toy Products:** Ganz, Zany, Spinmaster, iToys, etc.

## News

**April 2010:** Beckett Associates purchased the assets of Vintage Sports Cards increasing USA distribution in



Wal-Mart, K-mart, and adding Toys R Us as a retail partner. Total North American distribution has increased to approximately 10,000 retail store locations.

**February 2009:** Beckett Associates purchased the assets of SCC Wholesale, LLC. This acquisition increased distribution within Wal-Mart stores across the USA. Total North American distribution has increased to approximately 5000 retail store locations.

**November 2006:** Beckett Associates purchased the assets of Steeds Marketing Ltd. This acquisition increased distribution into the Canadian market and Wal-Mart Canada, 7-Eleven Canada, and other convenience stores. Total North American distribution has increased to approximately 4000 retail store locations.

**October 2005:** Beckett Associates purchased the assets of Midland Hobby Supplies, Inc. This acquisition increased distribution within Wal-Mart stores in the Midwestern USA bringing the total Beckett Associates retail distribution store count to approximately 2500 stores.

**Services**

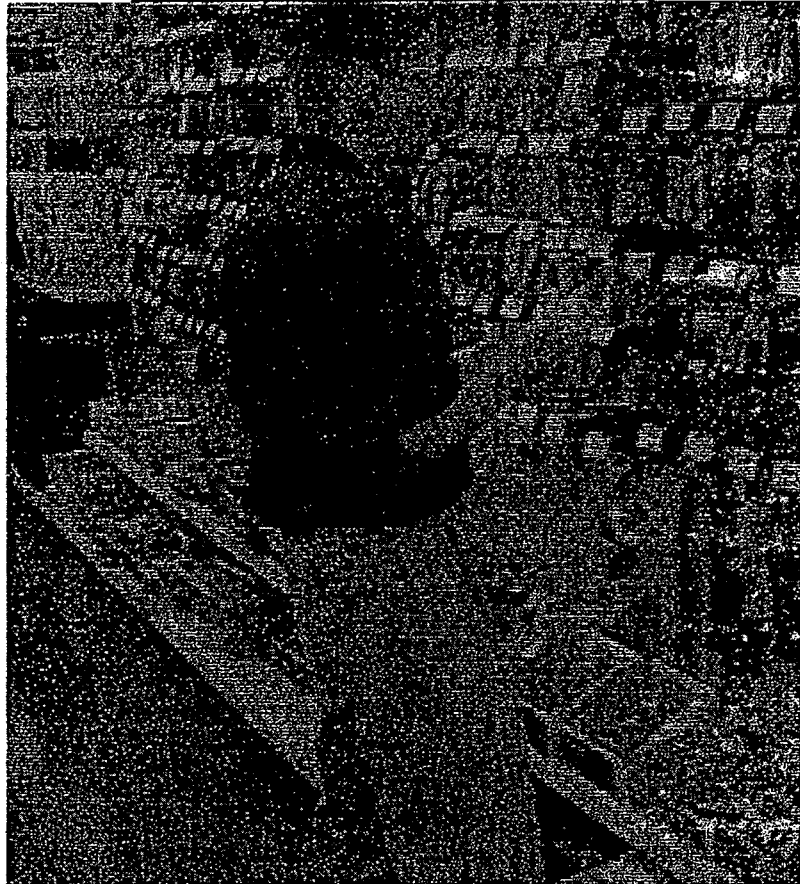
Beckett Associates provides retail supply chain management and specialize in category planning, planogram development, initial distribution, replenishment, and merchandising of the modular. We continue to work with our manufacturing partners to secure merchandising space in stores of our mass retail partners.

Our retail partners rely on us to increase their sales results from year to year by being innovative in identifying new properties to distribute, and by maximizing sales performance of evergreen brands.

Our expertise in Scan Based Trading relieves the inventory investment from our retail partners. Additionally, our retail partners can reduce the costs of shipping, receiving, and merchandising of the products we distribute. We also have the capacity to distribute products regionally and to capitalize on products related to significant sporting events or historical events.



7001 S Harlem Ave • Bedford Park, IL • 60638



## Contact Us

---

### North America Headquarters:

Beckett Associates  
7001 South Harlem Avenue  
Bedford Park, IL 60638  
Phone: 1-800-688-0499  
Fax: 1-708-793-5812

Human Resources:  
[hr@beckettassociates.com](mailto:hr@beckettassociates.com)

Sales: [sales@beckettassociates.com](mailto:sales@beckettassociates.com)

### Canadian Affiliate:

Beckett Associates Canada  
505 Thompson Drive  
Unit #5  
Cambridge Ontario,  
N1T 2K7

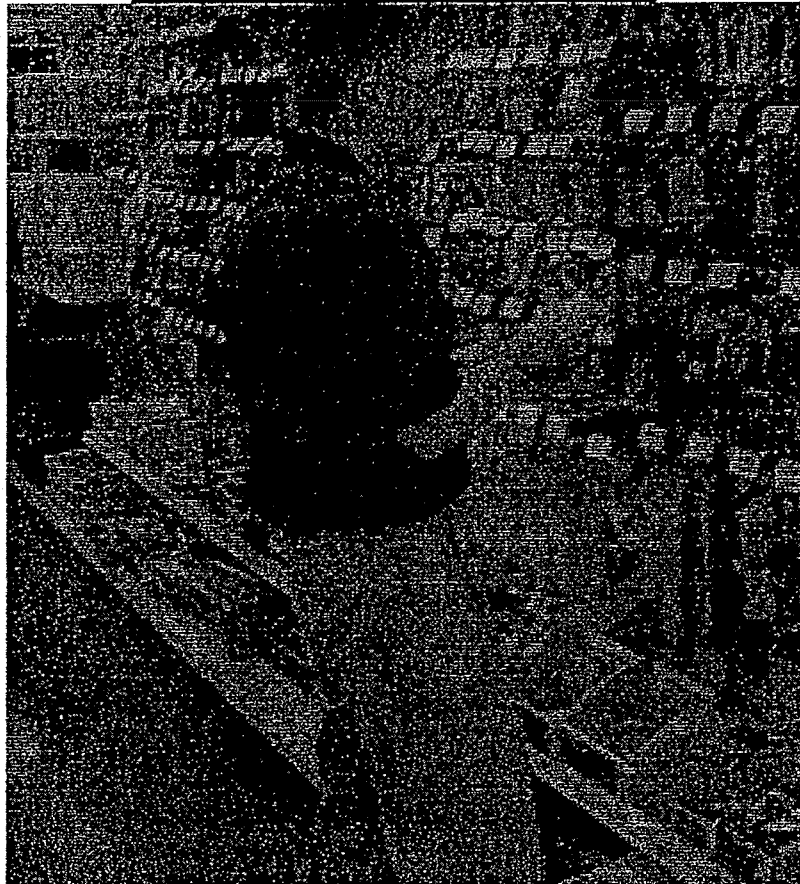
Phone: 519-623-2234  
Fax: 519-623-2401

Human Resources:  
[hr@beckettassociates.com](mailto:hr@beckettassociates.com)

Sales: [sales@beckettassociates.com](mailto:sales@beckettassociates.com)

The logo for Beckett Associates features the word "BECKETT" in a large, bold, sans-serif font with a horizontal line through the middle of the letters. Below it, the word "ASSOCIATES" is written in a smaller, all-caps, sans-serif font.

7001 S Harlem Ave • Bedford Park, IL - 60638



'Beckett' is a registered trademark of Beckett Media LP. MJ Holdings Company, LLC, a distributor of collectible and other related items, uses the name "Beckett Associates" pursuant to a license agreement from Beckett Media LP. The products distributed by MJ Holdings Company, LLC, however, are not produced, published or endorsed by Beckett Media LP, unless otherwise specifically indicated herein.

# ANDERSON | TOBIN PLLC

Aaron Z. Tobin

Attorney at Law

972.788.3430  
atobin@andersontobin.com

May 10, 2012

Daniel Fumagalli  
Chuhak & Tecson  
30 South Wacker Drive, Suite 2600  
Chicago, IL 60606

VIA FACSIMILE: (312) 444-9027, U.S. REGULAR MAIL  
AND CERTIFIED MAIL # 7196 9008 9111 2107 9779  
RETURN RECEIPT REQUESTED

RE: Notice of Breach of Trademark License Agreement and

Dear Mr. Fumagalli:

As you are aware, I represent Beckett Media L.P. ("Beckett Media"). Please direct all communications regarding this matter to my attention.

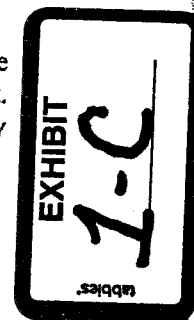
I am writing with concern to the Trademark License Agreement (the "License Agreement") you forwarded me between your client, MJ Holding Company LLC doing business as Beckett Associates ("MJ") and Beckett Media. I will assume that you will be representing or counseling MJ in this matter, so I am tendering them this notice through you. If I am mistaken, please notify me immediately and I will notify MJ directly pursuant to Section 3.1 of the License Agreement.

MJ is hereby notified that they are in breach of Sections 1.1, 1.2, and 1.3 of the Licensing Agreement. It is clear from our investigation that MJ has failed to provide Beckett Media the required notice pursuant to the License Agreement and has added unauthorized customers without the legal right to do so, including Toys R Us, K-Mart, Zellers, Dollar Tree, NEXCOM, and Giant Tiger to name a few. Furthermore, MJ has failed to provide the appropriate disclosures called for in the License Agreement and is illegally using the Licensed Mark in connection with its products, packaging, labels, marketing materials and/or advertisements. Because of these breaches, MJ has wrongfully and intentionally infringed on the intellectual property of Beckett Media.

Due to MJ's illegal infringement, Beckett Media hereby gives notice that the License Agreement is terminated as of May 15, 2012, pursuant to Section 2.2 of the License Agreement. As of May 15, MJ must discontinue any and all use of the Licensed Marks and cease using my

One Galleria Tower | 13355 Noel Road, Suite 1900 | Dallas, Texas 75240

office 972.789.1160 | fax 972.789.1606 | www.andersontobin.com



**REDACTED**

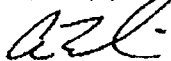
Mr. Furnagalli  
May 10, 2012  
Page 2

client's name and creating confusion in the market place in violation of Texas and many federal laws.

the License Agreement is terminated effective May 15, 2012 at 3:00 p.m. CST. Upon the termination of the License Agreement, Beckett Media will file a suit against MJ seeking: (1) preliminary and permanent injunctions; (2) actual monetary damages; (3) disgorging of any illegal profits; (4) attorney's fees; (5) monetary damages for damage to Beckett Media's goodwill in the market, and (6) punitive damages pursuant to state and federal law.

My client and I look forward to your prompt response.

Very truly yours



Aaron Z. Tobin

AZT/lrg

2001.02/lrg

**REDACTED**

2. Article Number



7196 9006 9111 2107 9779

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? (Extra Fee)  Yes

1. Article Addressed to:

Daniel Fumagalli  
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30 South Wacker Drive, Suite 2600  
Chicago, IL 60606

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A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature

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D. Is delivery address different from Item 1?  
If YES, enter delivery address below.

Agent  
 Addressee  
 Yes  
 No

MAY 16 2012

Reference Information

2001.02/Beckett Media/Beckett Assn

Aaron Z. Tobin

PS Form 3811, January 2005

Domestic Return Receipt



**ANDERSON TOBIN, PLLC**

ONE GALLERIA TOWER  
 13355 Noel Road, Suite 1900  
 Dallas, Texas 75240  
 Telephone: (972) 789-1160  
 Facsimile: (972) 789-1606  
[www.andersontobin.com](http://www.andersontobin.com)

**FACSIMILE TRANSMITTAL COVER SHEET**

TO:	Daniel Fumagalli
FAX NO.:	1-312-444-9027
FROM:	Aaron Z. Tobin
DATE:	May 10, 2012
RE:	Beckett Media, L.P./Beckett Associates
C/M No.:	2001.02
NO. OF PAGES	<u>3</u> , including this sheet.
COMMENTS:	Please see attached.
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[www.andersontobin.com](http://www.andersontobin.com)

**FACSIMILE TRANSMITTAL COVER SHEET**

TO:	Daniel Fumagalli
FAX NO.:	1-312-444-9027
FROM:	Aaron Z. Tobin
DATE:	May 10, 2012
RE:	Beckett Media, L.P./Beckett Associates
C/M No.:	2001.02
NO. OF PAGES	<u>3</u> , including this sheet.
COMMENTS:	Please see attached.

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Typed Drawing

Word Mark BECKETT
Goods and Services IC 042. US 100 101. G & S: providing multiple user access to a web site on a global computer information network for access to products and services for sports enthusiasts. FIRST USE: 19950601. FIRST USE IN COMMERCE: 19950601
Mark Drawing Code (1) TYPED DRAWING
Serial Number 75043220
Filing Date January 16, 1996
Current Basis 1A
Original Filing Basis 1A
Published for Opposition August 5, 1997
Registration Number 2108233
Registration Date October 28, 1997
Owner (REGISTRANT) Beckett Publications, Inc. CORPORATION TEXAS 15850 Dallas Parkway Dallas TEXAS 75248
(LAST LISTED OWNER) BECKETT MEDIA LLC LIMITED LIABILITY COMPANY DELAWARE 2400 E. KATELLA AVE. SUITE 300 ANAHEIM CALIFORNIA 92806
Assignment Recorded ASSIGNMENT RECORDED
Attorney of Record William E. Maguire
Prior Registrations 1710763;1734726;1941355



Type of Mark SERVICE MARK  
Register PRINCIPAL-2(F)  
Affidavit Text SECT 15. SECT 8 (6-YR).  
Live/Dead Indicator LIVE

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### Typed Drawing

**Word Mark** BECKETT  
**Goods and Services** IC 042. US 100 101. G & S: providing multiple user access to a web site on a global computer information network for access to products and services for online interactive resources for sports, sports collectibles and memorabilia, and price guides for collectibles and memorabilia. FIRST USE: 19950601. FIRST USE IN COMMERCE: 19950601  
**Mark Drawing Code** (1) TYPED DRAWING  
**Serial Number** 75506188  
**Filing Date** June 24, 1998  
**Current Basis** 1A  
**Original Filing Basis** 1A  
**Published for Opposition** December 28, 1999  
**Registration Number** 2331054  
**Registration Date** March 21, 2000  
**Owner** (REGISTRANT) Beckett Publications, Inc. CORPORATION TEXAS 15850 Dallas Parkway Dallas TEXAS 752483308  
  
(LAST LISTED OWNER) BECKETT MEDIA LLC LIMITED LIABILITY COMPANY DELAWARE  
2400 E. KATELLA AVE. SUITE 300 ANAHEIM CALIFORNIA 92806  
**Assignment Recorded** ASSIGNMENT RECORDED  
**Attorney of Record** William E. Maguire  
**Prior Registrations** 1712423;1734726;1941355;2108233;AND OTHERS

**Type of Mark** SERVICE MARK  
**Register** PRINCIPAL-2(F)  
**Affidavit Text** SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20100420.  
**Renewal** 1ST RENEWAL 20100420  
**Live/Dead Indicator** LIVE

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# beckett channel integration

**Word Mark**  
**Goods and Services**

BECKETT CHANNEL INTERGRATION

IC 035. US 100 101 102. G & S: Business management services, namely, providing business information via the Internet and facilitating interactions with customers regarding online sales and orders, providing consumer product information and writing advertising material; inventory management in the field of online sales. FIRST USE: 20080601. FIRST USE IN COMMERCE: 20080601

IC 038. US 100 101 104. G & S: electronic transmission of images and pre-written item descriptions for uploading and downloading by others. FIRST USE: 20080601. FIRST USE IN COMMERCE: 20080601

IC 042. US 100 101. G & S: Computer services, namely, designing and implementing e-commerce websites for others; hosting the e-commerce websites of others on a computer server for a global computer network; hosting the websites of others containing online images and postings on a computer server for a global computer network. FIRST USE: 20080601. FIRST USE IN COMMERCE: 20080601

**Mark Drawing Code**

(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

**Design Search Code**

26.17.09 - Bands, curved; Bars, curved; Curved line(s), band(s) or bar(s); Lines, curved

**Trademark Search Facility Classification Code**

SHAPES-BAR-BANDS Designs with bar, bands or lines  
SHAPES-CIRCLE Circle figures or designs including semi-circles and incomplete circles  
SHAPES-COLORS-2 Design listing or lined for two colors

**Serial Number**

77506834

**Filing Date**

June 24, 2008

**Current Basis**

1A

**Original Filing**

**Basis** 1A  
**Published for Opposition** March 17, 2009  
**Registration Number** 3630053  
**Registration Date** June 2, 2009  
**Owner** (REGISTRANT) Beckett Media LP SABM LLC, a Delaware limited liability company LIMITED PARTNERSHIP DELAWARE 15850 Dallas Parkway Dallas TEXAS 75248  
  
(LAST LISTED OWNER) BECKETT MEDIA LLC LIMITED LIABILITY COMPANY DELAWARE 2400 E. KATELLA AVE. SUITE 300 ANAHEIM CALIFORNIA 92806  
**Assignment Recorded** ASSIGNMENT RECORDED  
**Attorney of Record** William E. Maguire  
**Disclaimer** NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "CHANNEL INTEGRATION" APART FROM THE MARK AS SHOWN  
**Description of Mark** The color(s) gray and blue is/are claimed as a feature of the mark. The mark consists of the word "BECKETT" in gray and "CHANNEL INTEGRATION" in blue. A blue arc connects the words from the tip of the "K" in "BECKETT" to the dot of the first "I" in "INTEGRATION".  
**Type of Mark** SERVICE MARK  
**Register** PRINCIPAL  
**Live/Dead Indicator** LIVE

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### BECKETT CHANNEL INTEGRATION

**Word Mark** **BECKETT CHANNEL INTEGRATION**

**Goods and Services** IC 035. US 100 101 102. G & S: Business management services, namely, providing business information via the Internet and facilitating interactions with customers regarding online sales and orders, providing consumer product information and writing advertising material; inventory management in the field of online sales. FIRST USE: 20080601. FIRST USE IN COMMERCE: 20080601.

IC 038. US 100 101 104. G & S: electronic transmission of images and pre-written item descriptions for uploading and downloading by others. FIRST USE: 20080601. FIRST USE IN COMMERCE: 20080601

IC 042. US 100 101. G & S: Computer services, namely, designing and implementing e-commerce websites for others; hosting the e-commerce websites of others on a computer server for a global computer network; hosting the websites of others containing online images and postings on a computer server for a global computer network. FIRST USE: 20080601. FIRST USE IN COMMERCE: 20080601

**Standard Characters Claimed**

**Mark Drawing Code** (4) STANDARD CHARACTER MARK

**Serial Number** 77505553

**Filing Date** June 23, 2008

**Current Basis** 1A

**Original Filing Basis** 1A

**Published for Opposition** March 10, 2009

**Registration Number** 3625878

**Registration Date** May 26, 2009

**Owner** (REGISTRANT) Beckett Media LP SABM LLC, is a Delaware limited liability company LIMITED PARTNERSHIP DELAWARE 15850 Dallas Parkway Dallas TEXAS 75248

(LAST LISTED OWNER) BECKETT MEDIA LLC LIMITED LIABILITY COMPANY DELAWARE 2400 E. KATELLA AVE. SUITE 300 ANAHEIM CALIFORNIA 92806

**Assignment Recorded** ASSIGNMENT RECORDED

**Attorney of Record** William E. Maguire

**Disclaimer** NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "CHANNEL INTEGRATION" APART FROM THE MARK AS SHOWN

**Type of Mark** SERVICE MARK

**Register** PRINCIPAL

**Live/Dead Indicator** LIVE

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# BECKETT ELITE

Word Mark  
Goods and Services

BECKETT ELITE

IC 016. US 002 005 022 023 029 037 038 050. G & S: periodical magazines dealing with sports memorabilia, auctions of sports-related items and other issues of interest to players, enthusiasts and collectors. FIRST USE: 20060405. FIRST USE IN COMMERCE: 20060405

IC 041. US 100 101 107. G & S: online magazine dealing with sports memorabilia, auctions of sports-related items and other issues of interest to players, enthusiasts and collectors. FIRST USE: 20060615. FIRST USE IN COMMERCE: 20060615

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 78913509

Filing Date June 21, 2006

Current Basis 1A

Original Filing Basis 1A

Published for Opposition April 10, 2007

Registration Number 3255733

Registration Date June 26, 2007

**Owner** (REGISTRANT) Beckett Media LP SABM LLC, a Delaware limited liability company LIMITED PARTNERSHIP DELAWARE 15850 Dallas Parkway Dallas TEXAS 75248  
  
(LAST LISTED OWNER) BECKETT MEDIA LLC LIMITED LIABILITY COMPANY DELAWARE 2400 E. KATELLA AVE. SUITE 300 ANAHEIM CALIFORNIA 92806

**Assignment Recorded** ASSIGNMENT RECORDED

**Attorney of Record** William E. Maguire

**Prior Registrations** 1734726;2325440;2331054;AND OTHERS

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**Type of Mark** TRADEMARK. SERVICE MARK

**Register** PRINCIPAL

**Live/Dead Indicator** LIVE

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**Word Mark** BECKETT GOT SPORTS FOR KIDS

**Goods and Services** IC 016. US 002 005 022 023 029 037 038 050. G & S: PUBLICATIONS, namely, a magazine series featuring topics of sports, entertainment, popular culture, children's stories, cartoons, art, puzzles, trivia, and drawings. FIRST USE: 20040922. FIRST USE IN COMMERCE: 20040922

**Mark Drawing Code** (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

**Design Search Code** 26.03.03 - Incomplete ovals; Ovals, incomplete  
26.17.13 - Letters or words underlined and/or overlined by one or more strokes or lines; Overlined words or letters; Underlined words or letters

**Serial Number** 76607019

**Filing Date** August 12, 2004

**Current Basis** 1A

**Original Filing Basis** 1B

**Published for Opposition** March 14, 2006

**Registration Number** 3099717

**Registration Date** June 6, 2006

**Owner**

(REGISTRANT) BECKETT MEDIA LP Sabm, general partner, Delaware Limited Liability Company  
LIMITED PARTNERSHIP DELAWARE 15850 Dallas Parkway Dallas TEXAS 75248

(LAST LISTED OWNER) BECKETT MEDIA LLC LIMITED LIABILITY COMPANY DELAWARE  
2400 E. KATELLA AVE. SUITE 300 ANAHEIM CALIFORNIA 92806

**Assignment Recorded** ASSIGNMENT RECORDED

**Attorney of Record** WILLIAM E MACGUIRE

**Disclaimer** NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "SPORTS FOR KIDS" APART FROM THE MARK AS SHOWN

**Type of Mark** TRADEMARK

**Register** PRINCIPAL

**Live/Dead Indicator** LIVE

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#### Typed Drawing

**Word Mark** BECKETT  
**Goods and Services** IC 016. US 002:005 022 023 029 037 038 050. G & S: Printed material, namely, business cards, and publications, namely, magazines related to sports collectibles and memorabilia, and price guides for sports collectibles and memorabilia. FIRST USE: 19841100. FIRST USE IN COMMERCE: 19841100

**Mark Drawing Code** (1) TYPED DRAWING

**Serial Number** 75506186

**Filing Date** June 24, 1998

**Current Basis** 1A

**Original Filing Basis** 1A

**Published for Opposition** December 14, 1999

**Registration Number** 2325440

**Registration Date** March 7, 2000

**Owner** (REGISTRANT) Beckett Publications, Inc. CORPORATION TEXAS 15850 Dallas Parkway Dallas TEXAS 752483308

(LAST LISTED OWNER) BECKETT MEDIA LLC LIMITED LIABILITY COMPANY DELAWARE 2400 E. KATELLA AVE. SUITE 300 ANAHEIM CALIFORNIA 92806

**Assignment Recorded** ASSIGNMENT RECORDED

**Attorney of Record** William E. Maguire

**Prior Registrations** 1710763;1712423;1734726;1941355;2108233;AND OTHERS

Type of Mark TRADEMARK  
Register PRINCIPAL-2(F)  
Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20100119.  
Renewal 1ST RENEWAL 20100119  
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### Typed Drawing

**Word Mark** BECKETT  
**Goods and Services** IC 016. US 038. G & S: publications; namely, price guides for sports collectibles and magazines featuring sports collectibles and sports. FIRST USE: 19841100. FIRST USE IN COMMERCE: 19841100  
**Mark Drawing Code** (1) TYPED DRAWING  
**Serial Number** 74128643  
**Filing Date** January 7, 1991  
**Current Basis** 1A  
**Original Filing Basis** 1A  
**Published for Opposition** September 1, 1992  
**Registration Number** 1734726  
**Registration Date** November 24, 1992  
**Owner** (REGISTRANT) Beckett Publications, Inc. CORPORATION TEXAS 15850 Dallas Parkway 4887 Alpha Road, Suite 200 Dallas TEXAS 75248  
  
(LAST LISTED OWNER) BECKETT MEDIA LLC LIMITED LIABILITY COMPANY DELAWARE  
2400 E. KATELLA AVE. SUITE 300 ANAHEIM CALIFORNIA 92806  
**Assignment Recorded** ASSIGNMENT RECORDED  
**Attorney of Record** WILLIAM E MAGUIRE  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL-2(F)  
**Affidavit Text** SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20020807.

**Renewal** 1ST RENEWAL 20020807  
**Other Data** "BECKETT" is the name of a living individual whose consent is of record.  
**Live/Dead Indicator** LIVE

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Int. Cl.: 16

Prior U.S. Cl.: 38

Reg. No. 1,734,726

**United States Patent and Trademark Office** Registered Nov. 24, 1992

**TRADEMARK  
PRINCIPAL REGISTER**

**BECKETT**

BECKETT PUBLICATIONS, INC. (TEXAS CORPORATION)  
4887 ALPHA ROAD, SUITE 200  
DALLAS, TX 75244

FOR: PUBLICATIONS; NAMELY, PRICE GUIDES FOR SPORTS COLLECTIBLES AND MAGAZINES FEATURING SPORTS COLLECTIBLES AND SPORTS, IN CLASS 16 (U.S. CL. 38).  
FIRST USE 11-0-1984; IN COMMERCE 11-0-1984.

"BECKETT" IS THE NAME OF A LIVING INDIVIDUAL WHOSE CONSENT IS OF RECORD.

SEC. 2(F).

SER. NO. 74-128,643, FILED 1-7-1991.

DOMINICK J. SALEMI, EXAMINING ATTORNEY



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### Typed Drawing

<b>Word Mark</b>	BECKETT
<b>Goods and Services</b>	IC 036. US 100 101 102. G & S: trading card and collectibles grading, evaluation and appraisal. FIRST USE: 19990701. FIRST USE IN COMMERCE: 19990701
<b>Mark Drawing Code</b>	(1) TYPED DRAWING
<b>Serial Number</b>	76075150
<b>Filing Date</b>	June 22, 2000
<b>Current Basis</b>	1A
<b>Original Filing Basis</b>	1A
<b>Published for Opposition</b>	June 5, 2001
<b>Registration Number</b>	2482116
<b>Registration Date</b>	August 28, 2001
<b>Owner</b>	(REGISTRANT) Beckett Publications Inc. CORPORATION TEXAS 15850 Dallas Parkway Dallas TEXAS 75248  (LAST LISTED OWNER) BECKETT MEDIA LLC LIMITED LIABILITY COMPANY DELAWARE 2400 E. KATELLA AVE. SUITE 300 ANAHEIM CALIFORNIA 92806
<b>Assignment Recorded</b>	ASSIGNMENT RECORDED
<b>Attorney of Record</b>	Devon E. White
<b>Prior Registrations</b>	1712423;1734726;1941355;2108233;2331054;AND OTHERS
<b>Type of Mark</b>	SERVICE MARK
<b>Register</b>	PRINCIPAL
<b>Affidavit Text</b>	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20110827.
<b>Renewal</b>	1ST RENEWAL 20110827
<b>Live/Dead</b>	

Indicator LIVE

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### Typed Drawing

<b>Word Mark</b>	BECKETT
<b>Goods and Services</b>	IC 036. US 100 101 102. G & S: trading card and collectibles grading, evaluation and appraisal. FIRST USE: 19990701. FIRST USE IN COMMERCE: 19990701
<b>Mark Drawing Code</b>	(1) TYPED DRAWING
<b>Serial Number</b>	76075150
<b>Filing Date</b>	June 22, 2000
<b>Current Basis</b>	1A
<b>Original Filing Basis</b>	1A
<b>Published for Opposition</b>	June 5, 2001
<b>Registration Number</b>	2482116
<b>Registration Date</b>	August 28, 2001
<b>Owner</b>	(REGISTRANT) Beckett Publications Inc. CORPORATION TEXAS 15850 Dallas Parkway Dallas TEXAS 75248  (LAST LISTED OWNER) BECKETT MEDIA LLC LIMITED LIABILITY COMPANY DELAWARE 2400 E. KATELLA AVE. SUITE 300 ANAHEIM CALIFORNIA 92806
<b>Assignment Recorded</b>	ASSIGNMENT RECORDED
<b>Attorney of Record</b>	Devon E. White
<b>Prior Registrations</b>	1712423;1734726;1941355;2108233;2331054;AND OTHERS
<b>Type of Mark Register</b>	SERVICE MARK PRINCIPAL

**Affidavit Text** SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20110827.  
**Renewal** 1ST RENEWAL 20110827  
**Live/Dead Indicator** LIVE

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**Typed Drawing**

<b>Word Mark</b>	BECKETT
<b>Goods and Services</b>	(CANCELLED) IC 042. US 101. G & S: mail order services in the field of video tapes and books. FIRST USE: 19870100. FIRST USE IN COMMERCE: 19870100
<b>Mark Drawing Code</b>	(1) TYPED DRAWING
<b>Serial Number</b>	74129012
<b>Filing Date</b>	January 9, 1991
<b>Current Basis</b>	1A
<b>Original Filing Basis</b>	1A
<b>Published for Opposition</b>	June 9, 1992
<b>Registration Number</b>	1712423
<b>Registration Date</b>	September 1, 1992
<b>Owner</b>	(REGISTRANT) Beckett Publications, Inc. CORPORATION TEXAS 15850 Dallas Parkway Dallas TEXAS 75248  (LAST LISTED OWNER) BECKETT MEDIA LLC LIMITED LIABILITY COMPANY DELAWARE 2400 E. KATELLA AVE. SUITE 300 ANAHEIM CALIFORNIA 92806
<b>Assignment Recorded</b>	ASSIGNMENT RECORDED
<b>Attorney of Record</b>	WILLIAM E MAGUIRE
<b>Type of Mark</b>	SERVICE MARK
<b>Register</b>	PRINCIPAL-2(F)
<b>Affidavit Text</b>	SECT 15. SECT 8 (6-YR).
<b>Live/Dead Indicator</b>	DEAD



Cancellation Date May 18, 2011

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Int. Cl.: 42

Prior U.S. Cl.: 101

Reg. No. 1,712,423

**United States Patent and Trademark Office**

Registered Sep. 1, 1992

**SERVICE MARK  
PRINCIPAL REGISTER**

**BECKETT**

BECKETT PUBLICATIONS, INC. (TEXAS COR-  
PORATION)  
4887 ALPHA ROAD, SUITE 200  
DALLAS, TX 75244

FIRST USE 1-0-1987; IN COMMERCE  
1-0-1987.  
SEC. 2(F).

SER. NO. 74-129,012, FILED 1-9-1991.

FOR: MAIL ORDER SERVICES IN THE  
FIELD OF VIDEO TAPES AND BOOKS, IN  
CLASS 42 (U.S. CL. 101).

DOMINICK J. SALEMI, EXAMINING ATTOR-  
NEY



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# BECKETT MASSIVE ONLINE GAMER

**Word Mark** BECKETT MASSIVE ONLINE GAMER  
**Goods and Services** IC 016. US 002 005 022 023 029 037 038 050. G & S: periodical magazines dealing with multi-player online games and other video games, and issues of interest to players of such games. FIRST USE: 20060522. FIRST USE IN COMMERCE: 20060522  
**Standard Characters Claimed**  
**Mark Drawing Code** (4) STANDARD CHARACTER MARK  
**Serial Number** 77085794  
**Filing Date** January 18, 2007  
**Current Basis** 1A  
**Original Filing Basis** 1A  
**Published for Opposition** September 18, 2007  
**Registration Number** 3346991  
**Registration Date** December 4, 2007  
**Owner** (REGISTRANT) Beckett Media LP SABM LLC, a Delaware limited liability company LIMITED PARTNERSHIP DELAWARE 15850 Dallas Parkway Dallas TEXAS 75248  
 (LAST LISTED OWNER) BECKETT MEDIA LLC LIMITED LIABILITY COMPANY DELAWARE

2400 E. KATELLA AVE. SUITE 300 ANAHEIM CALIFORNIA 92806

**Assignment Recorded**

ASSIGNMENT RECORDED

**Attorney of Record**

William E. Maguire

**Prior Registrations**

1734726;2325440;2331054;AND OTHERS

**Disclaimer**

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "MASSIVE ONLINE GAMER" APART FROM THE MARK AS SHOWN

**Type of Mark**

TRADEMARK

**Register**

PRINCIPAL

**Live/Dead Indicator**

LIVE

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# BECKETT PLUSHIE PALS

**Word Mark** BECKETT PLUSHIE PALS  
**Goods and Services** IC 016. US 002 005 022 023 029 037 038 050. G & S: magazines featuring articles and information of interest to plush-toy collectors and other interested parties and price guides for plush-toy collectibles. FIRST USE: 20070612. FIRST USE IN COMMERCE: 20070615

**Standard Characters Claimed**

**Mark Drawing Code** (4) STANDARD CHARACTER MARK

**Serial Number** 77157534

**Filing Date** April 16, 2007

**Current Basis** 1A

**Original Filing Basis** 1B

**Published for Opposition** October 9, 2007

**Registration Number** 3406348

**Registration Date** April 1, 2008

**Owner** (REGISTRANT) Beckett Media LP SABM LLC, a Delaware limited liability company, c/o Apprise Media, 450 Park Avenue, 27th Floor, New York, NY 10022 LIMITED PARTNERSHIP DELAWARE 15850 Dallas Parkway Dallas TEXAS 75248

(LAST LISTED OWNER) BECKETT MEDIA LLC LIMITED LIABILITY COMPANY DELAWARE 2400 E. KATELLA AVE. SUITE 300 ANAHEIM CALIFORNIA 92806

**Assignment Recorded** ASSIGNMENT RECORDED

Attorney of Record William E. Maguire  
Prior Registrations 1734726;2325440;2331054;AND OTHERS  
Type of Mark TRADEMARK  
Register PRINCIPAL-2(F)-IN PART  
Live/Dead Indicator LIVE  
Distinctiveness As to "BECKETT"  
Limitation Statement

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**Word Mark** BECKETT TOTAL ACCESS

**Goods and Services** (CANCELLED) IC 016. US 002 005 022 023 029 037 038 050. G & S: PUBLICATIONS, NAMELY, MAGAZINES, IN THE FIELD OF ENTERTAINMENT. FIRST USE: 20030400. FIRST USE IN COMMERCE: 20030400

**Mark Drawing Code** (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

**Design Search Code** 26.01.02 - Circles, plain single line; Plain single line circles  
26.01.17 - Circles, two concentric; Concentric circles, two; Two concentric circles  
26.11.02 - Plain single line rectangles; Rectangles (single line)

**Serial Number** 76490840

**Filing Date** February 13, 2003

**Current Basis** 1A

**Original Filing Basis** 1B

**Published for Opposition** January 20, 2004

**Registration Number** 2919522

**Registration Date** January 18, 2005

**Owner** (REGISTRANT) Beckett Publications Inc. CORPORATION TEXAS 15850 Dallas Parkway Dallas TEXAS 75248  
  
(LAST LISTED OWNER) BECKETT MEDIA LLC LIMITED LIABILITY COMPANY DELAWARE 2400 E. KATELLA AVE. SUITE 300 ANAHEIM CALIFORNIA 92806

**Assignment** ASSIGNMENT RECORDED

**Recorded**  
**Attorney of Record** WILLIAM E MAGUIRE  
**Prior Registrations** 1712423;1734726;1941355;2108233;2325440;2410821;2426817;2469166;2656170; AND OTHERS  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL  
**Live/Dead Indicator** DEAD  
**Cancellation Date** August 19, 2011

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Int. Cl.: 16

Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38, and 50

Reg. No. 2,919,522

United States Patent and Trademark Office

Registered Jan. 18, 2005

TRADEMARK  
PRINCIPAL REGISTER



BECKETT PUBLICATIONS INC. (TEXAS CORPORATION)  
15850 DALLAS PARKWAY  
DALLAS, TX 75248

OWNER OF U.S. REG. NOS. 1,712,423, 2,656,170,  
AND OTHERS.

FOR: PUBLICATIONS, NAMELY, MAGAZINES,  
IN THE FIELD OF ENTERTAINMENT, IN CLASS 16  
(U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

SN 76-490,840, FILED 2-13-2003.

FIRST USED 10 2003, IN CONNECTION 10 2003.

EDWARD NELSON, EXAMINING ATTORNEY



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# BECKETTPEDIA

<b>Word Mark</b>	BECKETTPEDIA
<b>Goods and Services</b>	IC 041. US 100 101 107. G & S: providing information in an encyclopedic format in the fields of sports and entertainment memorabilia collecting and sports and entertainment collectibles via the internet. FIRST USE: 20060607. FIRST USE IN COMMERCE: 20060607
<b>Standard Characters Claimed</b>	
<b>Mark Drawing Code</b>	(4) STANDARD CHARACTER MARK
<b>Serial Number</b>	78913317
<b>Filing Date</b>	June 21, 2006
<b>Current Basis</b>	1A
<b>Original Filing Basis</b>	1A
<b>Published for Opposition</b>	March 27, 2007
<b>Registration Number</b>	3251360
<b>Registration Date</b>	June 12, 2007
<b>Owner</b>	(REGISTRANT) Beckett Media LP SABM LLC, a Delaware limited liability company LIMITED PARTNERSHIP DELAWARE 15850 Dallas Parkway Dallas TEXAS 75248  (LAST LISTED OWNER) BECKETT MEDIA LLC LIMITED LIABILITY COMPANY DELAWARE

2400 E. KATELLA AVE. SUITE 300 ANAHEIM CALIFORNIA 92806

**Assignment Recorded**      ASSIGNMENT RECORDED

**Attorney of Record**      William E. Maguire

**Type of Mark**          SERVICE MARK

**Register**              PRINCIPAL

**Live/Dead Indicator**      LIVE

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# THE BECKETT C.H.A.R.T.

**Word Mark** THE BECKETT C.H.A.R.T.  
**Goods and Services** IC 016. US 002 005 022 023 029 037 038 050. G & S: publications, namely printed price guides for collectible sports trading cards. FIRST USE: 20040614. FIRST USE IN COMMERCE: 20040709

**Standard Characters Claimed**

**Mark Drawing Code** (4) STANDARD CHARACTER MARK

**Serial Number** 76602904

**Filing Date** July 15, 2004

**Current Basis** 1A

**Original Filing Basis** 1A

**Published for Opposition** September 6, 2005

**Registration Number** 3019338

**Registration Date** November 29, 2005

**Owner** (REGISTRANT) BECKETT MEDIA LP M.GRAHAM COLEMAN LIMITED PARTNERSHIP DELAWARE 15850 DALLAS PARKWAY DALLAS TEXAS 75248

(LAST LISTED OWNER) BECKETT MEDIA LLC LIMITED LIABILITY COMPANY DELAWARE 2400 E. KATELLA AVE. SUITE 300 ANAHEIM CALIFORNIA 92806

**Assignment Recorded** ASSIGNMENT RECORDED

**Attorney of Record** William E. Maguire

**Prior Registrations** 1712423;1734726;1941355;2108233;2331054;AND OTHERS

**Disclaimer** NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "CHART" APART FROM THE MARK AS SHOWN

Type of Mark TRADEMARK  
Register PRINCIPAL-2(F)-IN PART  
Live/Dead Indicator LIVE  
Distinctiveness  
Limitation Statement as to "BECKETT"

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<a href="#">TESS HOME</a>	<a href="#">NEW USER</a>	<a href="#">STRUCTURED</a>	<a href="#">FREE FORM</a>	<a href="#">BROWSE DICT</a>	<a href="#">SEARCH OQ</a>	<a href="#">TOP</a>	<a href="#">HELP</a>	<a href="#">PREV LIST</a>	<a href="#">CURR LIST</a>
<a href="#">NEXT LIST</a>	<a href="#">FIRST DOC</a>	<a href="#">PREV DOC</a>	<a href="#">NEXT DOC</a>	<a href="#">LAST DOC</a>					

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TESS was last updated on Fri Jun 29 04:35:46 EDT 2012

Please logout when you are done to release system resources allocated for you.

List At: \_\_\_\_\_ OR  to record: **Record 50 out of 79**

*( Use the "Back" button of the Internet Browser to return to TESS)*

Typed Drawing

- Word Mark**    **BECKETT**
- Goods and Services**
- IC 001. US 001 005 006 010 026 046. G & S: chemicals for the treatment, conditioning, and cleaning of pond water; food for aquatic plants. FIRST USE: 19890000. FIRST USE IN COMMERCE: 19890000
  - IC 002. US 006 011 016. G & S: chemical dyes for use in coloring pond water. FIRST USE: 19890000. FIRST USE IN COMMERCE: 19890000
  - (CANCELLED) IC 006. US 002 012 013 014 023 025 050. G & S: [ metal hose clamps ]. FIRST USE: 19890000. FIRST USE IN COMMERCE: 19890000
  - IC 007. US 013 019 021 023 031 034 035. G & S: waterfall pumps; and bilge pumps. FIRST USE: 19890000. FIRST USE IN COMMERCE: 19890000
  - IC 009. US 021 023 026 036 038. G & S: thermometers, not for medical use; outdoor electrical transformers and safety control switches. FIRST USE: 19890000. FIRST USE IN COMMERCE: 19890000
  - IC 011. US 013 021 023 031 034. G & S: pond kits for building man-made ponds comprising water pumps, pump filters, fountain nozzles, chemical pond treatments, pond liners, plant baskets, vinyl tubing, and underwater lights; outdoor water fountains; outdoor water fountain kits comprising pond liner, pump, fountain, and pre-filter; water garden kits comprising plant, pond liner, pump, fountain, and pre-filter; heat pumps; pond skimmer filters; underwater lights; lenses for underwater lights; underwater light bulb replacements; electric lighting fixtures; floating lights; lighting kits comprising a transformer, timer, underwater lamps, and lenses; filter and pumps for use with ponds, namely, water filters, filter blocks, water pumps, wet-rotor pumps, mag-mumps, underwater pumps, and condensate pumps; pond filters, pond replacement filters, pond replacement filter pads, vinyl tubing for water flow, and lighting stand. FIRST USE: 19730000. FIRST USE IN COMMERCE: 19730000
  - IC 016. US 002 005 022 023 029 037 038 050. G & S: aquarium fish nets. FIRST USE: 19890000.

FIRST USE IN COMMERCE: 19890000

IC 017. US 001 005 012 013 035 050. G & S: vinyl tubing for water flow; vinyl tubing for ponds and water fountains. FIRST USE: 19730000. FIRST USE IN COMMERCE: 19730000

IC 019. US 001 012 033 050. G & S: fitted rubber pond liners. FIRST USE: 19890000. FIRST USE IN COMMERCE: 19890000

IC 020. US 002 013 022 025 032 050. G & S: polyresin novelty sculptures. FIRST USE: 19890000. FIRST USE IN COMMERCE: 19890000

IC 021. US 002 013 023 029 030 033 040 050. G & S: non-metal garden hose connector-adapters, plant baskets, and garden hose nozzles. FIRST USE: 19890000. FIRST USE IN COMMERCE: 19890000

IC 022. US 001 002 007 019 022 042 050. G & S: pond nets; unfitted plastic pond liners; unfitted rubber pond liners, pre-formed polyethylene in-ground cascading water courses for water flow. FIRST USE: 19890000. FIRST USE IN COMMERCE: 19890000

(CANCELLED) IC 031. US 001 046. G & S: [ fish food ]. FIRST USE: 19890000. FIRST USE IN COMMERCE: 19890000

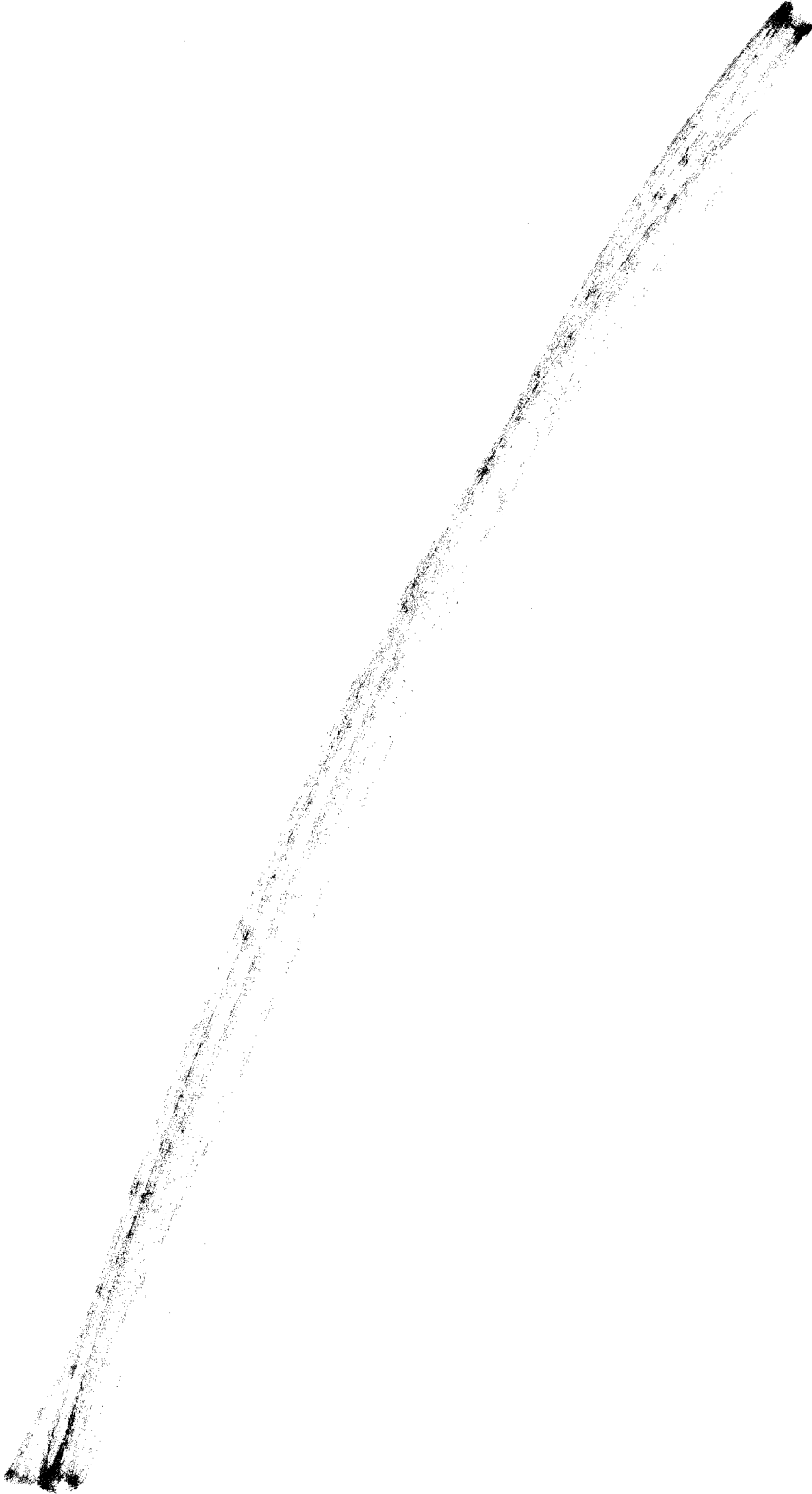
**Mark Drawing Code** (1) TYPED DRAWING  
**Serial Number** 75557788  
**Filing Date** September 21, 1998  
**Current Basis** 1A  
**Original Filing Basis** 1A  
**Published for Opposition** August 13, 2002  
**Change In Registration** CHANGE IN REGISTRATION HAS OCCURRED  
**Registration Number** 2644904  
**Registration Date** November 5, 2002  
**Owner** (REGISTRANT) Beckett Corporation CORPORATION TEXAS 5931 Campus Circle Drive West Irving TEXAS 75063  
**Assignment Recorded** ASSIGNMENT RECORDED  
**Attorney of Record** Sanford E. Warren  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL-2(F)  
**Affidavit Text** PARTIAL SECT 8 (6-YR).  
**Live/Dead Indicator** LIVE

TESS HOME NEW USER STRUCTURED FREE FORM BROWSE DICT SEARCH OG TOP HELP PREV LIST CURR LIST  
 NEXT LIST FIRST DOC PREV DOC NEXT DOC LAST DOC

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# ANDERSON | TOBIN PLLC

Aaron Z. Tobin

Attorney at Law

972.788.3480  
[atobin@anderson-tobin.com](mailto:atobin@anderson-tobin.com)

May 10, 2012

Daniel Fumagalli  
Chuhak & Tecson  
30 South Wacker Drive, Suite 2600  
Chicago, IL 60606

VIA FACSIMILE: (312) 444-9027, U.S. REGULAR MAIL  
AND CERTIFIED MAIL # 7196 9008 9111 2107 9779  
RETURN RECEIPT REQUESTED

RE: Notice of Breach of Trademark License Agreement and  
Rule 408 Settlement Correspondence

Dear Mr. Fumagalli:

As you are aware, I represent Beckett Media L.P. ("Beckett Media"). Please direct all communications regarding this matter to my attention.

I am writing with concern to the Trademark License Agreement (the "License Agreement") you forwarded me between your client, MJ Holding Company LLC doing business as Beckett Associates ("MJ") and Beckett Media. I will assume that you will be representing or counseling MJ in this matter, so I am tendering them this notice through you. If I am mistaken, please notify me immediately and I will notify MJ directly pursuant to Section 3.1 of the License Agreement.

MJ is hereby notified that they are in breach of Sections 1.1, 1.2, and 1.3 of the Licensing Agreement. It is clear from our investigation that MJ has failed to provide Beckett Media the required notice pursuant to the License Agreement and has added unauthorized customers without the legal right to do so, including Toys R Us, K-Mart, Zellers, Dollar Tree, NEXCOM, and Giant Tiger to name a few. Furthermore, MJ has failed to provide the appropriate disclosures called for in the License Agreement and is illegally using the Licensed Mark in connection with its products, packaging, labels, marketing materials and/or advertisements. Because of these breaches, MJ has wrongfully and intentionally infringed on the intellectual property of Beckett Media.

Due to MJ's illegal infringement, Beckett Media hereby gives notice that the License Agreement is terminated as of May 15, 2012, pursuant to Section 2.2 of the License Agreement. As of May 15, MJ must discontinue any and all use of the Licensed Marks and cease using my

One Galleria Tower | 13355 Noel Road, Suite 1900 | Dallas, Texas 75240

office 972.789.1160 | fax 972.789.1606 | [www.andersontobin.com](http://www.andersontobin.com)

Mr. Fumagalli  
May 10, 2012  
Page 2

client's name and creating confusion in the market place in violation of Texas and many federal laws.

In the spirit of attempting to resolve this matter before the deadline of May 15, 2012, Beckett Media offers to resolve MJ's breach of the License Agreement under the following terms:

- MJ will pay Beckett Media the sum of \$10,000,000.00 for their acts of infringement;
- The \$10,000,000.00 will be wired into an account of Beckett Media on or before June 1, 2012, 1:00 p.m. CST (wiring instructions will be provided); and
- Beckett Media will prepare a new Licensing Agreement that MJ will enter into on or before June 1, 2012, that will allow Beckett Associates a license to use the Licensed Marks.

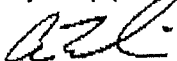
Absent MJ's strict acceptance of the terms of this offer, the License Agreement is terminated effective May 15, 2012 at 3:00 p.m. CST. Upon the termination of the License Agreement, Beckett Media will file a suit against MJ seeking: (1) preliminary and permanent injunctions; (2) actual monetary damages; (3) disgorging of any illegal profits; (4) attorney's fees; (5) monetary damages for damage to Beckett Media's goodwill in the market, and (6) punitive damages pursuant to state and federal law.

MJ has until May 15, 2012, 3:00 p.m. CST to accept this offer. Absent a written acceptance from you to our terms, the License Agreement is terminated, and Beckett Media will seek all available relief as noted.

Beckett Media hereby reserves all rights. This correspondence should in no way be interpreted as a waiver of any of Beckett Media's rights include its right to seek all available remedies for MJ's infringement and breach of the License Agreement.

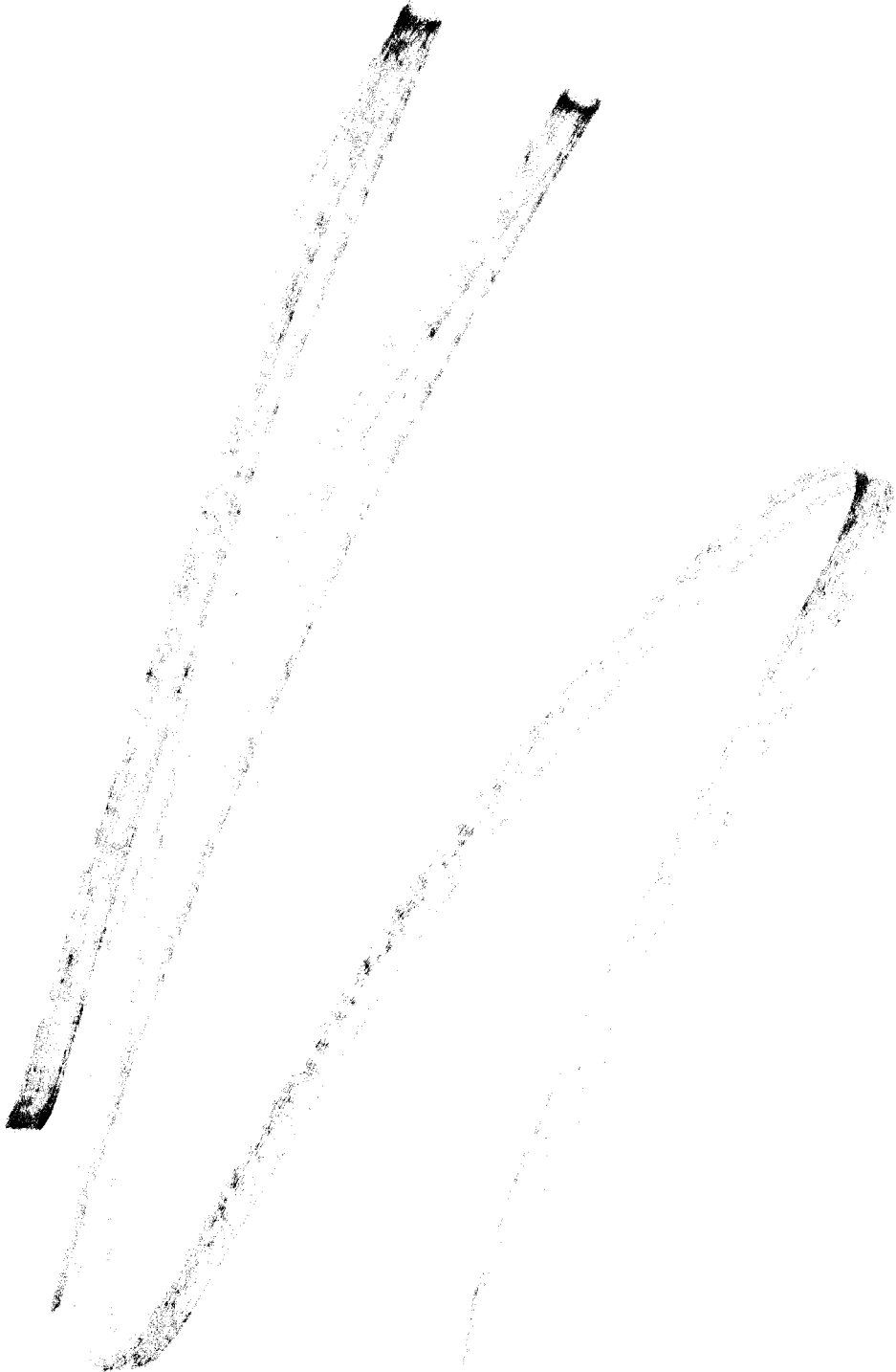
My client and I look forward to your prompt response.

Very truly yours,



Aaron Z. Tobin

AZT/lrg





CAUSE NO. DC-12-07150

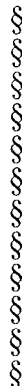
BECKETT MEDIA, LLC,

Plaintiff,

v.

MJ HOLDING COMPANY, LLC, d/b/a  
BECKETT ASSOCIATES,

Defendant.



IN THE DISTRICT COURT

68th JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

**NOTICE OF FILING OF NOTICE OF REMOVAL**

To: The Clerk of the District Court of Dallas County, Texas and all counsel of record.

You are hereby notified that, on July 2, 2012, defendant MJ Holding Company, LLC filed a Notice of Removal, a copy of which is attached, for the purpose of removing this case to the United States District Court for the Northern District of Texas, Dallas Division, and that, pursuant to 28 U.S.C. § 1446(d), no further proceedings may be held in this Court unless and until the case is remanded.

Dated: July 2, 2012

Respectfully submitted,

By: 

Craig B. Florence  
Texas State Bar No. 07158010  
cflorence@gardere.com  
Terrell R. Miller  
Texas State Bar No. 24046446  
tmiller@gardere.com  
Luke Wohlford  
Texas State Bar No. 24070871  
lwohlford@gardere.com  
GARDERE WYNNE SEWELL, LLP  
1601 Elm Street, Suite 3000  
Dallas, Texas 75201  
(214) 999-3000  
(214) 999-4667 (fax)

And

Daniel J. Fumagalli  
*Pro Hac Vice to be filed*  
dfumagalli@chuhak.com  
CHUHAK & TECSON P.C.  
30 South Wacker Drive  
Suite 2600  
Chicago, Illinois 60606  
(312) 444-9300  
(312) 444-9027 (fax)

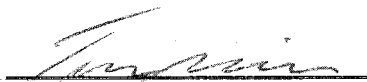
**ATTORNEYS FOR DEFENDANT MJ  
HOLDING COMPANY, LLC, d/b/a  
BECKETT ASSOCIATES**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of this filing was served on the following counsel of record, as indicated, on July 2, 2012:

Aaron Z. Tobin  
ANDERSON TOBIN, PLLC  
One Galleria Tower  
13355 Noel Road, Suite 1900  
Dallas, Texas 75240

*Via Certified Mail RRR*

  
\_\_\_\_\_  
Terrell R. Miller



JS 44 (Rev. 09/11)

**CIVIL COVER SHEET**

The JS 44 civil coversheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

Beckett Media, LLC

**DEFENDANTS**

Marketing Company, L.L.C., d/b/a Beckett Associates

(b) County of Residence of First Listed Plaintiff **Dallas County, Texas**

(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant **Cook County Illinois**

(IN U.S. PLAINTIFF CASES ONLY)

IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)

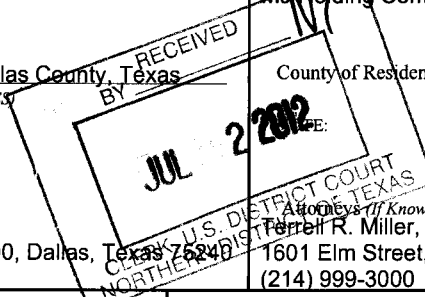
Aaron Z. Tobin, Anderson Tobin, PLLC

One Galleria Tower, 13355 Noel Road, Suite 1900, Dallas, Texas 75240  
(972) 789-1160

Attorneys (If Known)

Perrell R. Miller, Gardere Wynne Sewell, LLP

1601 Elm Street, Suite 3000, Dallas, Texas 75201  
(214) 999-3000



**3-12CV-0104P**

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- (For Diversity Cases Only)
- |   |                                       |                                       |   |                                       |                                       |
|---|---------------------------------------|---------------------------------------|---|---------------------------------------|---------------------------------------|
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1            | Incorporated or Principal Place of Business In This State     | <input checked="" type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5            | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3            | Foreign Nation  | <input type="checkbox"/> 6            | <input type="checkbox"/> 6            |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition) <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input checked="" type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from another district (specify)
- 6 Multidistrict Litigation

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
15 U.S.C. Sections 1117 and 1125

Brief description of cause:

Lanham Act Unfair Competition and Dilution, Breach of Contract, Trademark Infringement, TX Anti-Dilution Act

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

**DEMANDS**

CHECK YES only if demanded in complaint:

**JURY DEMAND:**  Yes  No

**VIII. RELATED CASE(S) PENDING OR CLOSED:** (See instructions):

JUDGE

DOCKET NUMBER

DATE

07/02/2012

SIGNATURE OF ATTORNEY OF RECORD

*[Handwritten Signature]*

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

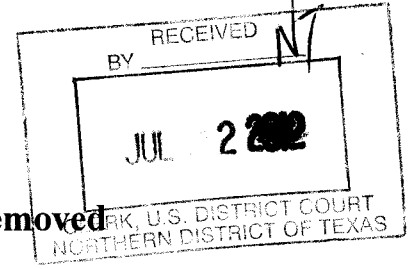
APPLYING IFP

JUDGE

MAG. JUDGE

ORIGINAL

United States District Court  
Northern District of Texas



Supplemental Civil Cover Sheet For Cases Removed  
From State Court

3-12CV-2104P

This form must be attached to the Civil Cover Sheet at the time the case is filed in the U.S. District Clerk's Office. Additional sheets may be used as necessary.

1. State Court Information:

Please identify the court from which the case is being removed and specify the number assigned to the case in that court.

<u>Court</u>	<u>Case Number</u>
68 <sup>th</sup> Judicial District Court, Dallas County, Texas	DC-12-07150

2. Style of the Case:

Please include all Plaintiff(s), Defendant(s), Intervenor(s), Counterclaimant(s), Crossclaimant(s) and Third Party Claimant(s) still remaining in the case and indicate their party type. Also, please list the attorney(s) of record for each party named and include their bar number, firm name, correct mailing address, and phone number (including area code.)

<u>Party and Party Type</u>	<u>Attorney(s)</u>
Beckett Media, LLC (Plaintiff)	Aaron Z. Tobin Texas Bar No. 24028045 Anderson Tobin, PLLC One Galleria Tower 13355 Noel Road, Suite 1900 Dallas, Texas 75240 (972) 789-1169
MJ Holding Company, LLC d/b/a Becket Associates (Defendant)	Terrell R. Miller Texas Bar No. 24046446 Gardere Wynne Sewell, LLP 1601 Elm Street, Suite 3000 Dallas, Texas 75201 (214) 999-3000

3. **Jury Demand:**

Was a Jury Demand made in State Court?                     Yes                     No

If "Yes," by which party and on what date?

Beckett Media, LLC (Plaintiff)  
Party

June 28, 2012  
Date

4. **Answer:**

Was an Answer made in State Court?                    Yes                     No

If "Yes," by which party and on what date?

\_\_\_\_\_  
Party

\_\_\_\_\_  
Date

5. **Unserved Parties:**

The following parties have not been served at the time this case was removed:

Party  
N/A

Reason(s) for No Service  
N/A

6. **Nonsuited, Dismissed or Terminated Parties:**

Please indicate any changes from the style on the State Court papers and the reason for that change:

Party  
N/A

Reason  
N/A

7. **Claims of the Parties:**

The filing party submits the following summary of the remaining claims of each party in this litigation:

<b><u>Party</u></b>	<b><u>Claim(s)</u></b>
Beckett Media, LLC (Plaintiff)	(1) Lanham Act- Unfair Competition (2) Lanham Act- Dilution (3) Breach of Contract (4) Common Law Trademark Infringement and Unfair Competition (5) Texas Anti-Dilution Act