

will be brought unless Plaintiff changes the Title of its Motion Picture. In effect, Defendants improperly seek to deprive Plaintiff of the right to use as the title of a literary work, the Motion Picture, a word in the English language that expressively communicates the content of the Motion Picture to its intended audience. CPII seeks declaratory relief to protect its legal rights to use the Title in connection with the Motion Picture.

PARTIES AND JURISDICTION

2. CPII is a Delaware corporation with its principal place of business located at 10202 West Washington Boulevard, Culver City, California.

3. On information and belief, Defendant LEO D. STOLLER (“Stoller”) is an individual residing in the metropolitan Chicago, Illinois area, who does business in Chicago, Illinois under the name RENTAMARK.COM, and who is the President, CEO and sole shareholder of Defendants Central Mfg. Inc. and Stealth Industries, Inc.

4. On information and belief, Defendant CENTRAL MFG. INC. is a corporation organized and existing under the laws of Delaware, with its principal place of business in Chicago, Illinois, and does business under the name CENTRAL MFG. CO. (“Central Mfg.”).

5. On information and belief, Defendant STEALTH INDUSTRIES, INC. (“Stealth Industries”) is a corporation organized and existing under the laws of Delaware, with its principal place of business in Chicago, Illinois.

6. On information and belief, defendants Stoller, Central Mfg. and Stealth Industries (collectively referred to as “Defendants”) were the agents, employees, co-venturers, partners, or in some manner agents or principals or both for each other in doing the acts herein alleged, were acting within the course and scope of such agency and employment and were acting with the permission and consent of their co-defendants.

7. This is a civil action arising under the trademark laws of the United States, 15 U.S.C. §§ 1051, *et seq.* (the “Lanham Act”), the Constitution of the United States, and the statutes and common laws of the State of Illinois regarding trademark dilution, trademark infringement, and unfair competition.

8. Jurisdiction is conferred on this Court by 15 U.S.C. § 1121 (action arising under the Lanham Act); 28 U.S.C. § 1331 (federal question); 28 U.S.C. § 1338(a) (any act of Congress relating to trademarks), 28 U.S.C. §§ 1338 (b) (action asserting a claim of unfair competition joined with a substantial and related claim under the trademark laws) and 28 U.S.C. §§ 2201 and 2202 (declaratory judgments). This Court has jurisdiction over the supplemental claims arising under state law pursuant to 28 U.S.C. §1367 (a). Venue is proper in this district under 28 U.S.C. § 1391 (b) and (c) and 1400 (a).

9. This Court has personal jurisdiction over Defendants and venue is proper in this district because, *inter alia*, (a) Defendants reside and conduct business in this district and (b) a substantial part of Defendants’ acts giving rise to the claims set forth herein occurred in this district.

FACTUAL BACKGROUND

The “Stealth” Motion Picture

10. The Motion Picture “Stealth,” starring Academy Award®-winner Jamie Foxx, Josh Lucas, Jessica Biel, and Sam Shephard, tells the fictional story of a top-secret military program involving a fully autonomous and very lethal prototype stealth fighter bomber that unexpectedly develops human-like consciousness. The Title “Stealth” refers among other things to the bombers featured in the Motion Picture -- which have the ability to “go stealth” and fly undetected through the skies -- the secrecy surrounding the fictional military program, and the

treacherous and stealth-like actions of many of the characters in the Motion Picture. The Title therefore has logical and artistic relevance to the Motion Picture.

11. Development of the Motion Picture began in or about 2001. Principal photography began in or about February 2004, and continued through June 2004. The Motion Picture is currently in post-production.

12. Commencing in February 2005, CPII began promoting the Motion Picture by engaging in a widespread advertising campaign using promotional posters, trailers, and an Internet web site.

13. The Motion Picture is currently scheduled for very wide release on July 29, 2005, to theaters throughout the United States and Canada.

The Controversy At Issue And Defendants' Allegations

14. Defendants have accused CPII of infringement and dilution of their alleged proprietary rights in the purported STEALTH trademark. Specifically, in letters dated March 10, 2005, Stoller wrote to several executives of Sony Pictures Entertainment, Inc., which is an indirect parent of CPII and not the producer or distributor of the Motion Picture, claiming broad rights in the purported trademark STEALTH under U.S. and state trademark laws and demanding that "Stealth" be dropped as the Title of the Motion Picture. A copy of the letter is attached as Exhibit A to this Complaint.

15. CPII replied to Stoller's March 10, 2005 letter through Columbia Pictures' legal department, refuting Stoller's claims, and refusing to change the Title of the Motion Picture. A copy of the letter is attached as Exhibit B to this Complaint.

16. Stoller responded to this letter on March 18, 2005, stating "[a]ny unilateral conclusion ... that this controversy will merely go away by sticking their heads in the sand and

pretending that there is no *bona fide* controversy that exists in law as between the parties, would be a fatal error. If there is any question of our resolve in this matter, we are more than willing to direct your client to talk with over 200 defendants that we have previously sued, as well as the defendants we are now in present litigation with.” Stoller also threatened “[o]ne last consideration that Sony executives must be made well aware of is that any unauthorized licensing by Sony of our STEALTH mark in conjunction with this movie to any third parties will be immediately met with a trademark infringement action, naming Sony Pictures Entertainment, the parent company of Sony, the executive officers of Sony Pictures individually, and the executive officers of Columbia Pictures individually as defendants.” Thus, Stoller’s letter of March 18 in no uncertain terms says that he will bring suit not only against CPII, but against companies and individuals not even remotely involved in the production and distribution of the Motion Picture, if the terms specified in the letter are not met by April 8, 2005. A copy of the letter is attached as Exhibit C to this Complaint.

17. CPII is not the first party using the word “stealth” in connection with its products or services that has been challenged by Defendants as an infringer.

18. In fact, Stoller and the other Defendants, and various predecessor and related companies also controlled by Stoller, are well-known in this District for suing alleged infringers of their purported rights in the word STEALTH. The following reported cases all involve Stoller and his companies:

(a) *S Industries, Inc. v. Centra 2000, Inc.*, 1998 U.S. Dist. LEXIS 4682 (N.D. Ill. March 31, 1998) (J. Lindberg) (summary judgment awarded to defendant); 1998 U.S. Dist. LEXIS 10649 (attorneys’ fees and costs awarded to defendant); 249 F.3d 625 (7th Cir. 2001) (affirming award of attorneys’ fees) (J. Evans);

(b) *S Industries, Inc. v. Diamond Multimedia Sys., Inc.*, 991 F.Supp. 1012 (N.D. Ill. 1998) (J. Andersen) (summary judgment awarded to defendants); 17 F.Supp.2d 775 (attorneys' fees and costs awarded to defendants on trademark, unfair competition, trademark dilution claims); 1998 U.S. Dist. LEXIS 14470 (N.D. Ill. Sept. 10, 1998) (Rule 11 sanctions imposed on plaintiff and counsel for meritless claim under Illinois Counterfeit Trademark Act);

(c) *S Industries, Inc. v. Ecolab Inc.*, 1999 U.S. Dist. LEXIS 3484 (N.D. Ill. 1999) (J. Gottschall) (summary judgment awarded to defendant; attorneys' fees and costs awarded to defendants);

(d) *S Industries, Inc. v. GMI Holdings, Inc.*, 1996 U.S. Dist. LEXIS 13297 (N.D. Ill. Sept. 11, 1996) (J. Kocoras) (motion to dismiss claims under Illinois Consumer Fraud and Deceptive Business Practices Act, Illinois Deceptive Trade Practices Act, and the Illinois Counterfeit Trademark Act granted); 1998 U.S. Dist. LEXIS 1780 (N.D. Ill. January 28, 1998) (summary judgment awarded to defendant on remaining claims);

(e) *S Industries, Inc. v. Hobbico, Inc.*, 940 F.Supp. 210 (N.D. Ill. 1996) (J. Shadur) (court directs plaintiff's counsel to address apparent Rule 11(b) violation stemming from filing of meritless complaint);

(f) *S Industries, Inc. v. JL Audio, Inc.*, 29 F.Supp.2d 878 (N.D. Ill. 1998) (J. Coar) (summary judgment awarded to defendants);

(g) *S Industries, Inc. v. Kimberly-Clark Corp.*, 1996 U.S. Dist. LEXIS 9567 (N.D. Ill. July 1, 1996) (J. Shadur) (court directs plaintiff's counsel to address apparent Rule 11(b) violation stemming from filing of meritless complaint);

(h) *S. Industries, Inc. v. Space Age Techs.*, 1999 U.S. Dist. LEXIS 10659 (N.D. Ill. June 30, 1999) (J. Manning) (summary judgment awarded to defendants);

(i) *S Industries, Inc. v. Stone Age Equip., Inc.*, 12 F.Supp.2d 796 (N.D. Ill. 1998) (J. Castillo) (summary judgment awarded to defendants; attorneys' fees and costs awarded to defendants);

(j) *S Industries, Inc. v. World of Weapons*, 1996 U.S. Dist. LEXIS 18245 (Nov. 27, 1996) (J. Kocoras) (case dismissed for lack of personal jurisdiction); 1997 U.S. Dist. LEXIS 643 (Jan. 14, 1997) (motion for reconsideration denied);

(k) *Slazengers Ltd. v. Stoller*, 1989 U.S. Dist. LEXIS 9035 (N.D. Ill. July 24, 1989) (J. Parsons) (finding defendant violated preliminary injunction order); 1989 U.S. Dist. LEXIS 15089 (N.D. Ill. 1989) (denying cross motions for summary judgment and finding defendant in contempt for violating preliminary injunction order in trademark infringement litigation).

19. Enclosed with Stoller's March 18 letter was a list of actions brought by Stoller against dozens of trademark applicants and owners and a statement that Stoller and his companies had brought over 40 cases against alleged infringers in the Northern District of Illinois. See Exhibit C, attachments to March 18, 2005 letter.

20. Defendants' conduct described herein both with respect to their correspondence with CPII and with respect to the many trademark infringement cases in which they have been involved as plaintiffs has created a reasonable apprehension on the part of CPII of suit for trademark infringement and dilution if CPII does not change the Title of the Motion Picture. A case or controversy under 28 U.S.C. § 2201 exists as CPII has a reasonable apprehension of litigation by Defendants.

21. No court in any reported opinion has ever found any infringement or dilution of any rights held by Stoller or his companies. To the contrary, Stoller has often been sanctioned or

ordered to pay defendants' attorneys' fees and costs arising from the initiation of meritless litigation. For example:

(a) *S Industries, Inc. v. Ecolab Inc.*, 1999 U.S. Dist. LEXIS 3484 at ** 25-27 (N.D. Ill. 1999) (J. Gottschall) (attorneys' fees and costs awarded to defendants because (1) plaintiff "should have known [its claims] utterly lacked merit"; (2) plaintiff has a history of filing frivolous litigation in district; (3) plaintiff produced little evidence to support baseless claims);

(b) *S Industries, Inc. v. Stone Age Equip., Inc.*, 12 F.Supp.2d 796, 798-99, 819-20 (N.D. Ill. 1998) (J. Castillo) (attorneys' fees and costs awarded to defendants for litigation "lacking in merit and approaching harassment" and which "signifies a continuing pattern of bad faith litigation"; factors cited by court included (1) "highly questionable (and perhaps fabricated) documents"; (2) "inconsistent, uncorroborated, and in some cases, demonstrably false" testimony; (3) plaintiff's intentionally misdirecting the Court to irrelevant evidence and "bogus fact issues"... "This Court can think of few suits more oppressive, or few cases more exceptional than this.");

(c) *S Industries, Inc. v. Centra 2000, Inc.*, 1998 U.S. Dist. LEXIS 10649 at ** 5-7 (N.D. Ill. March 31, 1998) (J. Lindberg) (attorneys' fees and costs awarded to defendant because plaintiff (1) pleaded a claim "it should have known utterly lacked merit"; (2) obstructed discovery; (3) failed to pursue claims by adequately responding to summary judgment motion; and (4) failed to address asserted defenses; *affirmed* 249 F.3d 625, 627-29 (7th Cir. 2001) (affirming award of attorneys' fees, citing plaintiff's "meritless" claims, "dilatatory tactics" and litigation misconduct, and the "pattern of abusive and improper litigation with which the company and Lee Stoller, its sole shareholder, have burdened the courts of this circuit.") (J. Evans);

(d) *S Industries, Inc. v. Diamond Multimedia Sys., Inc.*, 991 F.Supp. 1012 (N.D. Ill. 1998) (J. Andersen) (Section 1114 trademark claim “crosses the border of legal frivolousness, as [it] utterly lacks merit on its face”); 17 F.Supp.2d 775 (attorneys’ fees and costs awarded to defendants on trademark, unfair competition, trademark dilution claims; “oppressive” litigation is “patently frivolous”; plaintiff “has taken a legitimate procedure designed to protect trademark rights and turned [it] into a means of judicial extortion.”); 1998 U.S. Dist. LEXIS 14470 (N.D. Ill. Sept. 10, 1998) (Rule 11 sanctions imposed on plaintiff and plaintiff’s counsel for meritless claim under the repealed Illinois Counterfeit Trademark Act);

(e) *S Industries, Inc. v. Kimberly-Clark Corp.*, 1996 U.S. Dist. LEXIS 9567 at ** 3-4 (N.D. Ill. July 1, 1996) (J. Shadur) (court directs plaintiff’s counsel to address apparent Rule 11(b) violation stemming from filing meritless complaint containing claims which “appear to be nothing short of frivolous” and “doomed to failure”);

(f) *S Industries, Inc. v. Hobbico, Inc.*, 940 F.Supp. 210, 212 (N.D. Ill. 1996) (J. Shadur) (plaintiff’s counsel directed to address apparent Rule 11(b) violation stemming from filing complaint “which looks to have the hallmark of a lawyer-inspired lawsuit of dubious merit”).

22. Additionally, courts have repeatedly held that the trademark rights of Stoller and his companies in the STEALTH trademark are weak, to the extent they exist at all. For example:

(a) *S Industries, Inc. v. JL Audio, Inc.*, 29 F.Supp.2d 878 (N.D. Ill. 1998) (J. Coar) (“At a minimum, Plaintiff has failed to establish, as a matter of law, that it has conducted sufficient use of any kind but particularly use as to audio products to justify the validity of its [STEALTH] trademark.”; use of STEALTH trademark by multiple producers for a wide variety of products and lack of goodwill in plaintiff’s purported mark renders plaintiff’s rights weak);

(b) *S. Industries, Inc. v. Space Age Techs.*, 1999 U.S. Dist. LEXIS 10659 at **17-18 (N.D. Ill. June 30, 1999) (plaintiff failed to prove use on any products in its asserted registrations, except gym shoes; no likelihood of confusion between STEALTH for gym shoes and EASY CHAIR STEALTH CLIMBER for tree stands);

(c) *S Industries, Inc. v. Ecolab Inc.*, 1999 U.S. Dist. LEXIS 3484 at ** 8-23 (N.D. Ill. 1999) (plaintiff's registrations for STEALTH are for goods unrelated to pest elimination products; no support for common law rights in mark on goods or services related to pest elimination);

(d) *S Industries, Inc. v. Stone Age Equip., Inc.*, 12 F.Supp.2d 796, 806-812, 817 (N.D. Ill. 1998) (plaintiff failed to prove rights in STEALTH mark on athletic shoes or boots; to the extent plaintiff has any rights, they are weak due to the "utter absence of evidence that the public associates this mark with any particular source, much less a good sold by SI or one of its licensees");

(e) *S Industries, Inc. v. Diamond Multimedia Sys., Inc.*, 991 F.Supp. 1012, 1017, 1020 (N.D. Ill. 1998) (plaintiff's registrations for STEALTH are for goods unrelated to computer video and graphics computer boards and "the evidence does not remotely demonstrate" use of the mark on those or related goods by plaintiff);

(f) *S Industries, Inc. v. GMI Holdings, Inc.*, 1998 U.S. Dist. LEXIS 1780 (N.D. Ill. January 28, 1998) (to the extent plaintiff has any rights in mark, they are weak because of limited sales and scope of usage).

23. In contrast, Stoller's use of the STEALTH mark on watches has been held to infringe the STEALTH trademark owned by the Timex Corporation. *Timex Corp. v. Stoller*, 961

F.Supp. 374 (D. Conn. 1997) (Timex awarded treble damages and attorneys' fees from infringement of its STEALTH mark on watches by Stoller and his companies).

24. CPII denies that its use of "Stealth" as the Title of the Motion Picture infringes any purported trademark or any other rights of Defendants.

25. CPII further denies that its use of "Stealth" as the Title of the Motion Picture dilutes any purported trademark rights of Defendants.

26. CPII's use of "Stealth" as the Title of the Motion Picture is expressive speech protected by the First Amendment to the United States Constitution.

COUNT I

DECLARATORY JUDGMENT THAT THE TITLE OF THE MOTION PICTURE NEITHER VIOLATES THE LANHAM ACT NOR CONSTITUTES TRADEMARK INFRINGEMENT OR UNFAIR COMPETITION UNDER STATE LAW

27. CPII incorporates by reference the allegations of paragraphs 1 through 26.

28. The word "stealth" has artistic relevance to the underlying Motion Picture, in that, as alleged above, among other things it describes the jet fighters that are the primary subject of the Motion Picture and also refers to the secrecy that cloaks the subject fictional military program as well as all or most of the actions of the characters in the Motion Picture.

29. The Title "Stealth" does not explicitly mislead as to the source or the content of the Motion Picture.

30. The use of "Stealth" as the Title of the Motion Picture by CPII is not likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association of CPII with Defendants or any other person, or as to the origin, sponsorship, or approval of the Motion Picture by Defendants or any other person.

31. Accordingly, CPII is entitled to a declaratory judgment that its use of “Stealth” as the Title of the Motion Picture does not violate Section 32 or Section 43(a) of the Lanham Act, 15 U.S.C. §1114 or 1125(a), or constitute unfair competition or trademark infringement under the common law or statutes of Illinois or any other state in the United States.

COUNT II

DECLARATORY JUDGMENT THAT THE TITLE OF THE MOTION PICTURE DOES NOT CONSTITUTE DILUTION UNDER FEDERAL LAW

32. CPII incorporates by reference the allegations of paragraphs 1 through 26 and 28 and 29.

33. Defendants’ purported STEALTH mark is not famous.

34. Defendants’ purported STEALTH mark does not have any distinctive quality.

35. Plaintiff’s use of the word “Stealth” in the Title of the Motion Picture has not caused dilution of Defendants’ purported STEALTH mark.

36. Use of the word “Stealth” as the Title of the Motion Picture falls within the non-commercial use exemption to the applicability of the Federal Trademark Dilution Act under Section 43(c)(4)(B) of the Lanham Act, 15 U.S.C. §1125(c)(4)(B).

37. Accordingly, CPII is entitled to a declaratory judgment that its use of “Stealth” as the Title of the Motion Picture does not violate Section 43(c) of the Lanham Act, 15 U.S.C. §1125(c).

COUNT III

DECLARATORY JUDGMENT THAT THE TITLE OF THE MOTION PICTURE DOES NOT CONSTITUTE DILUTION UNDER ILLINOIS LAW

38. CPII incorporates by reference the allegations of paragraphs 1 through 26, 28 and 29 and 33 through 35.

39. Use of the word “Stealth” as the Title of the Motion Picture falls within the non-commercial use exemption to the applicability of the Illinois anti-dilution statute, 765 ILCS 1036/65 (b) (2).

40. Accordingly, CPII is entitled to a declaratory judgment that its use of “Stealth” as the Title of the Motion Picture does not violate the Illinois Anti-Dilution Act, 765 ILCS 1036/65 (2004).

WHEREFORE, CPII prays for the following relief:

(A) That the Court enter a judgment declaring that CPII’s use of “Stealth” as the Title of the Motion Picture does not violate Section 32 or Section 43(a) of the Lanham Act, 15 U.S.C. §1114 or 1125(a), or constitute unfair competition or trademark infringement under the common law or statutes of Illinois or any other state in the United States;

(B) That the Court enter a judgment declaring that CPII’s use of “Stealth” as the Title of the Motion Picture does not violate Section 43(c) of the Lanham Act, 15 U.S.C. §1125(c);

(C) That the Court enter a judgment declaring that CPII’s use of “Stealth” as the Title of the Motion Picture does not violate the Illinois anti-dilution statute, 765 ILCS 1036/65 (2004);

(D) That the Court enter judgment enjoining the Defendants, their agents, servants, employees, attorneys and those persons in active concert with any of them, from (1) interfering with, or threatening to interfere with the use “Stealth” as the Title of the Motion Picture by CPII or its related companies, successors or assigns, and (2) threatening to institute or instituting any action placing at issue the right of CPII to use “Stealth” as the Title of the Motion Picture;

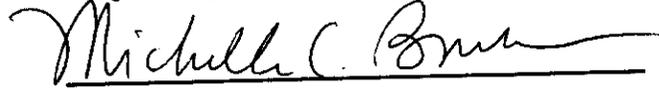
(E) That the Court find that this is an exceptional case and award CPII its attorneys’ fees;

(F) That the Court award CPII its costs and expenses incurred in this action; and

(G) That the Court grant CPH such other and further relief as this Court may deem just and proper.

Dated: April 7, 2005

Respectfully Submitted,



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James E. Griffith
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(310) 277-4730 (facsimile)

Attorneys for Plaintiffs

CHI99 4452513-1.051240.0051

Exhibit A

STEALTH

LICENSING STEALTH BRAND PRODUCTS & SERVICES SINCE 1985
P.O. Box 35189, Chicago, IL 60707-0189
VOICE 773/283-3880 * FAX 708/453-0083 * WEB PAGE: www.rentamark.com

RECEIVED

MAR 21 2005

LEONARD D. VENGER

March 10, 2005

Michael Lynton
Chairman & CEO
Sony Pictures Entertainment
10202 W. Washington Blvd.
Culver City, CA 90232

Dear Mr. Lynton:

Re: INFRINGEMENT OF THE "STEALTH" TRADEMARK REGISTRATION
"STEALTH"

The use in your motion picture of the mark *STEALTH* is an infringement of our commercial trademark *STEALTH*. While a district court found that the mark TRON for electrical fuses was not infringed by TRON as a motion picture title and use on related video game spinoffs from the movie, the court of appeals reversed, finding a triable issue of fact as to probable confusion.¹ Unless we hear from you within ten (10) days we may be forced to sue to prevent the distribution and advertising of the said motion picture titled '*STEALTH*'.

Please be advised that we are the owner of all right, title and interest in and to the mark *STEALTH*. These *STEALTH* mark(s) are registered with the United States Patent and Trademark Office in numerous classes of goods and services. We are also the exclusive worldwide Licensor of the mark *STEALTH* as contained in the Who's Who in the Licensing Industry.

1. McGraw-Edison Co. v. Walt Disney Productions, 225 U.S.P.Q. 512 N.D. Ill. 1985), rev'd 787 F.2d 1163, 229 U.S.P.Q. 355 (7th Cir. 1986) (Court of Appeals noted that: "The fact that the products at issue may be 'very different' is not dispositive of the issue of the similarity of the products in determining the existence of a likelihood of confusion between products. The question is 'whether' the products are the kind the public attributes to a single source.'"

We have just learned that your company is using the *STEALTH* mark as a corporate name, trademark, tradename, domain name, and/or service mark. It is our opinion that the unauthorized use of our well-known *STEALTH* mark constitutes an infringement of our common law rights in and to the mark *STEALTH* and/or our registered trademarks, if not actual counterfeiting. If your mark were ever to publish for opposition we will oppose it and/or file a petition to cancel it.

In arguendo, if the said products or services are different, both federal and state laws protect the owner of a famous and distinctive trademark from "dilution" of its mark. The FTDA provides, in pertinent part, that the owner of a famous mark shall be entitled, subject to the principles of equity and upon such terms as the court deems reasonable, to an injunction against another person's commercial use in commerce of a mark or trade name, if such use begins after the mark has become famous and causes dilution of the distinctive quality of the mark.

15 U.S.C. §1125(c)(1). The FTDA defines "dilution" to mean:

the lessening of the capacity of a well known mark to identify and distinguish goods or services,

- (1) competition between the owner of the famous mark and other parties, or
- (2) likelihood of confusion, mistake, or deception.

15 U.S.C. §1127:

likelihood of injury to business reputation of dilution of the distinctive quality of a mark or trade name shall be a ground for injunctive relief in cases of infringement of a mark registered or not registered or in cases of unfair competition, notwithstanding the absence of competition between the parties or the absence of confusion as to the source of goods or services.

N.Y. Gen. Bus. Law §360-/(McKinney Supp. 1999) (emphasis added) (formerly §368-d).

The type of dilution pertinent to the present case is "blurring," a process that may occur "where the defendant uses or modifies the Plaintiff's trademark to identify the defendant's goods or services, raising the possibility that the mark will lose its ability to serve as a unique identifier of the plaintiff's product." *Hornel*, 73 F. 3d at 506 (quoting *Deere & Co. v. MTD Products, Inc.*, 41 F. 3d 39, 43 (2d Cir. 1994) (emphases in original). "Injury to the mark selling power need not involve any confusion as to source or sponsorship. The legislative history of §368-d underscores this understanding by giving examples of hypothetical violations: DuPont shoes, Buick aspirin tablets, Schlitz varnish, Kodak pianos, Bulova gowns, and so forth." *Hornel*, 73 F. 3d at 506 (quoting 1954 N.Y. Legis. Ann. 49-50).

In sum, in order to prevail on a dilution claim we are not required to prove likelihood of confusion. Trademark dilution statutes are designed to cover those situations where the public knows that the defendant is not connected to or sponsored by the Plaintiff, but the ability of the Plaintiff's mark to serve as a unique identifier of the Plaintiff's goods or services is weakened because the relevant public now also associates that designation with a new and different source... Thus, where the classic likelihood of confusion test leaves off, the dilution theory begins.

We will be substantially and irreparably damaged should this infringement and counterfeiting continue. We, therefore, request that Sony Pictures Entertainment immediately cease and desist from the use of STEALTH as a Corporate name and/or trademark. In order to mitigate further damages, the following actions on your part are required:

- immediate discontinuance of all use of the subject trademark;
 - turning over to us all materials in your possession which bear the subject trademark;
- and
- an accounting of all sales made to date of the bearing of such mark

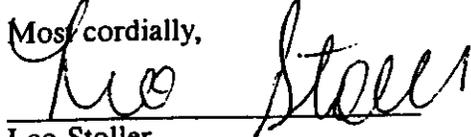
Please understand that should you not immediately take the above actions and should litigation become necessary, we will also demand:

- an award of damages for all lost sales and profits; and
- an award of attorneys' fees

We strongly recommend that you present this letter to your attorney and have him or yourselves call us as soon as possible on or by *March 31, 2005*, to resolve this matter amicably.

If we do not hear from you by that time, we will presume that you do not intend to voluntarily take the necessary actions outlined above.

We await your response.

Most cordially,

Leo Stoller
STEALTH
P O Box 35189
Chicago, IL 60707
Tel: 773/283-3880
FAX: 708/453-0083

enclosures

FROM THE DIRECTOR OF THE MATRIX AND THE FURIOUS



STEALTH

JULY 29



Stealth (2005)



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Overview

- main details**
- combined details
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- company credits

Awards & Reviews

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Plot & Quotes

- plot summary**
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- memorable quotes

Fun Stuff

- trivia**
- goofs
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- crazy credits
- alternate versions
- movie connections

Other Info

- merchandising links
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- filming locations
- technical specs
- laseroisc details
- DVD details
- literature listings
- news articles**

Promotional

- tealines
- trailers**
- posters
- photo galleries

Stealth (2005)



Directed by **Rob Cohen**

Writing credits

[W.D. Richter](#) (story)
[W.D. Richter](#) (screenplay) ...
[\(more\)](#)

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Genre: [Action](#) / [Drama](#) / [Adventure](#) [\(more\)](#)

Plot Outline: Deeply ensconced in a top-secret military program, three pilots struggle to bring an artificial intelligence program under control ... before it initiates the next world war. [\(more\)](#) [\(view trailer\)](#)

User Rating: awaiting 5 votes.

Production Notes/Status:

Status: Post-production

Comments:

Status Updated: 28 May 2004

Note: Since this project is categorized as being *in production*, the data is subject to change; some data could be removed completely.

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Credited cast:

- [Josh Lucas](#) Lt. Ben Gannon
- [Jessica Biel](#) Lt. Kara Wade
- [Jamie Foxx](#) Lt. Henry Purcell
- [rest of cast listed alphabetically](#)
- [Ian Bliss](#)
- [Jason Chan](#)
- [Megan Gale](#)

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Sony Pictures Entertainment's global operations encompass motion picture production and distribution, television programming and syndication, home video acquisition and distribution, operation of studio facilities, development of new entertainment technologies and distribution of filmed entertainment in 67 countries worldwide. Sony Pictures can be found on the World Wide Web at sonypictures.com

CORPORATE INFORMATION

About Sony Pictures

- [Michael Lynton](#)
- [Amy Pascal](#)
- [Jeff Blake](#)
- [Yair Landau](#)

Corporate Fact Sheet

Sony Pictures FAQ

Jobs

Studio Services

Sony Pictures Museum

Privacy Policy

Terms of Service

SENIOR MANAGEMENT TEAM

Michael Lynton
Chairman & CEO, Sony Pictures Entertainment
[Bio >](#)

Amy Pascal
Vice Chairman, Sony Pictures Entertainment
Chairman, Motion Picture Group, Sony Pictures Entertainment
[Bio >](#)

Jeff Blake
Vice Chairman, Sony Pictures Entertainment
President, Columbia TriStar Motion Picture Group, Worldwide Marketing and Distribution
[Bio >](#)

Yair Landau
Vice Chairman, Sony Pictures Entertainment
President, Sony Pictures Digital
[Bio >](#)

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Movie Stealth - Box Office Data, News, Cast Information - **The Numbers**

THE NUMBERS

BOX OFFICE DATA, MOVIE STARS, IDLE SPECULATION

Wednesday, March 9, 2005

Search 

- News**
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 - Coming Soon
 - Theater Count
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- The Movies**
 - Daily Chart
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 - Popular
 - Budgets
 - Franchises
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 - Directors
 - Popular
- The Speculation**
 - HSX Analysis

- The Site**
 - Forums
 - Site Map
 - Links
 - Site Secrets
 - Home Page



Stealth

The Numbers Rating: 0.00 (0 votes) [Rate It](#) - [Rating Details](#)

Released in US July 29, 2005
Total US Gross \$0
Distributed by [Sony Pictures](#)
Music Composed By [BT](#)
Major Genre [Action/Adventure](#)
Director [Rob Cohen](#)



[Active Stealth](#)
Fred Olen Ray
New \$9.98!
Used \$1.88!

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News
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Cast	
Josh Lucas	Lt. Ben Gannon
Jessica Biel	Lt. Kara Wade
Jamie Foxx	Lt. Henry Purcell
Joe Morton	Commander Clint "Hud" Huddle
Richard Roxburgh	
Sam Shepard	Captain George Cummings

External Links
[IMDB](#) Complete cast details, plot summary, reviews etc.





Kmart of Michigan, Inc.
3100 West Big Beaver Road
Troy MI 48064-3141
248 637 3014/
248 637 3040
fax 248 463 7218

CONFIDENTIAL

May 7, 2004

Writer's Direct Dial 248-637-4827

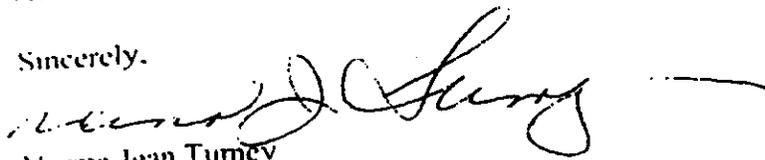
Leo Stoller
STEALTH
P.O. Box 35189
Chicago, Illinois 60707

Re: "Stealth" Trademark

Dear Mr. Stoller:

I am a paralegal with Kmart of Michigan, Inc. which is the intellectual property subsidiary to Kmart Corporation. Your letter dated March 26, 2004 was forwarded to me for investigation and reply. We apologize for the delay in our response; your letter was inadvertently misrouted within our corporate office. Please be assured that it is Kmart's firm policy to observe and respect the valid intellectual property rights of others. The items identified in your letter were removed from Kmart's web site effective May 3, 2004. We trust this resolves your concerns.

Sincerely,


Norma Jean Turney

5-17-2004 10:26am

From: FULBRIGHT & JAWORSKI

202-662-4643

T-146 P 002/002 F-956

FULBRIGHT & JAWORSKI L.L.P.

A REGISTERED LIMITED LIABILITY PARTNERSHIP

501 PENNSYLVANIA AVENUE, N.W.

WASHINGTON, D.C. 20004-2623

WWW.FULBRIGHT.COM

CONFIDENTIAL

FAX NUMBER: FULBRIGHT.COM
FACSIMILE: (202) 662-4643

TELEPHONE: (202) 662-4600
FACSIMILE: (202) 662-4643

May 17, 2004

VIA FACSIMILE (708) 453-0083

Mr. Leo Stoller
STEALTH
P.O. Box 35189
Chicago, IL 60707

Re Domain Name "isistealth.com"
Our File: ISLA 023/10404529

Dear Mr. Stoller:

We write in follow-up to your letter of April 23, 2004.

Our client has not engaged in any infringement or deceptive trade practices and has not "adopted" STEALTH as a trademark. Their use has been only in a descriptive sense, including in the domain name. The fact that you may have been able to get third parties to voluntarily discontinue descriptive uses is not a reflection of any admission of liability on their part, but only that such parties don't see it as a worthwhile battle to pursue. The case is likewise here

Our client has decided to phase out promptly the use of the domain name which incorporates the word "stealth." Further, as previously indicated, they have not, and will not use the designation "Stealth" as a trademark or trade name, nor in any manner which is intended to develop proprietary rights.

Hopefully, this will bring the issue to a close. If you have questions, please feel free to give me a call

Very truly yours,


J. Paul Williamson

July 14, 2004

Mr. Leo Stoller
Stealth
P.O.Box 35189
Chicago, IL 60707

773 283 3880
Fax 708-453-0083

Re: Stealthbar.com

Dear Mr. Stoller:

As per our recent telephone conversation we have never sold product under the "stealthbar" name and do not plan to renew the domain name, which expires on 8/16/2004.

Thank you for your offer to license the name but at the moment we do not have a product that we would want to associate with the name. If in the future we have such a product we will contact you.

Very truly yours,
Sentinel Diversified Industries, Inc.

By: 

John R. FitzPatrick (Jack)
President

JRF/mp

SDI2004-L071304

SENTINEL DIVERSIFIED INDUSTRIES, INC.

2043 WELLWOOD AVENUE · EAST FARMINGDALE, N.Y. 11735-1283 · (631) 753-6000 · FAX (631) 753-6004

Wholesale Architectural & Builders Hardware · Electronic Locks & Access Control · Magnetronics[®] · Locksmiths

CARLOS CHOY
89-05 Roosevelt Ave.
Jackson Heights, N.Y. 11372
(718) 779-4788

April 12, 2004

Mr Leo Stoller
Stealth
P.O. Box 35189
Chicago, IL 60707

Re: SILENTSTEALTHKREW.COM

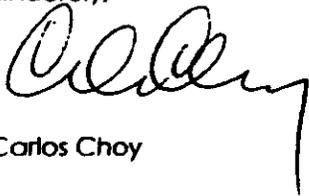
Dear Mr. Stoller,

This is in regard to a letter I've received from you concerning a domain name dispute. This name SILENTSTEALTHKREW.COM was registered to me by sales@2mhost.com for a period of one year and I did not know that I was infringing on a registered trademark. The name has never been used or registered for any business purposes.

I will comply with your request by stop using the name, and also I will abandon the site's registration which will expire on May 20, 2004.

I trust that this matter is now closed, if I do not hear from you within 14 days.

Sincerely,



Carlos Choy

APR-15-2004 THU 09:33 AM LT!

FAX NO. 7634289126

P. 01

Sportsdiamond
21801 Industrial Blvd
Rogers, MN 55374
888-216-2166 Toll Free
www.sportsdiamond.com

April 15, 2004

Leo Stoller;

Just wanted to send you a letter stating that we have ceased operation in using the Domain name Eastonstealth.com. Wont ever consider using the Stealth name in any form.

If you have any questions please feel free to contact me.

Sincerely,

Darren Hansen
GM
Sportsdiamond

Mar 23 04 12:00p

Maureen Padgett

718 856 3007

p. 1

Andrew D. Herz

March 23, 2004

Leo Stoller
STEALTH
P.O. Box 35189
Chicago, IL 60707

Re: AGENTSTEALTH.COM

Dear Mr. Stoller:

As we discussed by phone this morning, I represent Chris Orbach, the registrant of the above-referenced domain name, which was the subject of your letter of February 26, 2004.

Mr. Orbach has never used the relevant website and has never sold any goods or services in connection with the site or the "Agentstealth" name. The site's registration will expire on May 29, 2004 and Mr. Orbach intends to abandon the registration.

I trust this settles the dispute between our clients, as you indicated. If you have any further questions or concerns, please feel free to contact me at any time.

Best regards,

Andy Herz

cc Chris Orbach

March 28, 2003

Mr. Leo Stoller
Stealth
P.O. Box 35189
Chicago, IL 60707

Re: Cease and Desist letter to Charles Gonwa (C:MARKS28\GONWA.C&D)

Dear Mr. Stoller:

I am in receipt of the subject letter dated March 25, 2004 and I wish to inform you that I will comply with your request.

The reason(s) for my compliance are as follows:

- 1) I do not own the Domain name "Iristealth.com". It was registered to me for a one year period (2/1/03 through 2/1/04) and has since expired.
- 2) The name was never registered or used in any commercial venture.
- 3) No monetary gains on my part were ever realized during the period of my Domain name ownership.

I trust that this matter is now resolved. Please confirm this resolution in writing. If I do not here from STEALTH within 14 days, I will conclude this matter conclusively closed.

Regards,



Charles J. Gonwa

Law Offices Of

VINCENT P. BAILEY

Intellectual Property Law

VINCENT P. BAILEY
Attorney at Law

30100 TOWN CENTER DRIVE, SUITE 0157
LAGUNA NIGUEL, CA 92677

PHONE: (949) 249-8179
FAX: (949) 249-8093

23 March 2004

**SENT BY REGISTERED
MAIL AND FACSIMILE**

STEALTH
PO BOX 35189
Chicago, IL 60707

Attention: Mr. Leo Stoller

**RE: Your letter of 26 February 2004 to Patrick McCulloch Concerning
Domain Name Dispute**

Mr. Stoller,

It was a pleasure talking with you last week on the subject letter you sent my client, Patrick McCulloch.

Your letter states that Mr. McCulloch's company is using "STEALTH" as a corporate name, trademark, tradename, domain name, and/or service mark. Your letter implies an unauthorized use of "STEALTH" by Mr. McCulloch thereby infringing your common law rights and/or registered trademarks. You further request Patrick McCulloch cease and desist from using "STEALTH" as a corporate name or trademark, turn over all material which bear the subject trademark, account for sales made bearing such mark.

Mr. McCulloch registered domain names which you feel harm your rights because the names include a form of "STEALTH" Mr. McCulloch desires to spend NO effort toward the use of "STEALTH" as a prefix, root, or suffix in a domain name. Mr. McCulloch has cancelled his registered domain names using any form of "STEALTH"

and thereby no longer owns them. These domain names include: allstealth.com, stealthnow.com, buystealth.com, stealthcar.com, stealthproof.com, stealthhelp.com, stealthpro.com, stealthplane.com, stealthlog.com, stealthone.com, stealthyl.com, stealthit.com, stealthtec.com, stealthsource.com, stealthcargo.com, and stealthorg.com

Mr. McCulloch has not profited from these domain names. There is no use, past or present, by Mr. McCulloch of any form of "STEALTH" as a corporate name, tradename, trademark or servicemark. Mr. McCulloch denies having infringed your rights on any statutory, state or common law basis and reserves all of his rights at law and equity on this matter.

With this letter summarizing Mr. McCulloch's position regarding "STEALTH", we consider this matter closed. If no correspondence contesting the closure of this matter is received from you within the next fourteen (14) calendar days of the mailing of this letter, we shall conclude that this matter is conclusively closed. Should you have any questions or require further information, please feel free to contact me.

Sincere Regards,



Vincent P. Bailey,
Attorney at Law

VPB/mlm



Larkin Hoffman Daly & Lindgren Ltd.

1500 Wells Fargo Plaza
7900 Xerxes Avenue South
Minneapolis, Minnesota 55431 1194

GENERAL 952-835-3800

FAX 952-896-3333

WEB www.larkinhoffman.com

March 3, 2004

VIA U.S. MAIL and Fax: 708-453-0083

Mr. Leo Stoller
Stealth
P. O. Box 35189
Chicago, IL 60707

Re: Digital River, Inc. (DR)/The Mark "Stealth" (the Mark)

Dear Mr. Stoller:

This firm acts as counsel to DR. I have been instructed to respond to your letter to DR dated February 19, 2004. In that letter you made certain claims that DR is infringing the Mark. For the reasons set forth below, DR categorically denies these claims.

DR does not and has not ever used the Mark in connection with its sale of any goods or services. Through "safeshopper.com," one of DR's affiliates provides various e-commerce services to its customers that sell products or services.

One of DR's customers operates the website about which you complained. DR does not have any control over the manner in which its customers conduct their businesses or advertise their products or services at their websites.

Your letter was provided to us on February 24, 2004. On February 25, 2004, this matter was brought to the attention of the business that operates the website where the Mark appeared. Not later than Thursday, February 26, 2004, the references to the Mark had been removed from the customer's website.

DR never used the Mark and it never had any control over (or knowledge about) its alleged infringing use by the customer in question. Accordingly, DR vigorously disputes that it has committed any direct, contributory, or vicarious act of infringement.

In closing, DR takes the intellectual property rights of others, and takes allegations of intellectual property rights claims seriously. We believe our prompt action on receipt of your claim underscores that commitment. Given that the cited usage of the Mark was terminated within days after receipt of your letter, DR believes that this matter is now resolved without need of further action on the part of either party. We trust that you concur, and we will deem this matter closed unless we hear back from you to the contrary within ten (10) days.

Mr. Leo Stoller

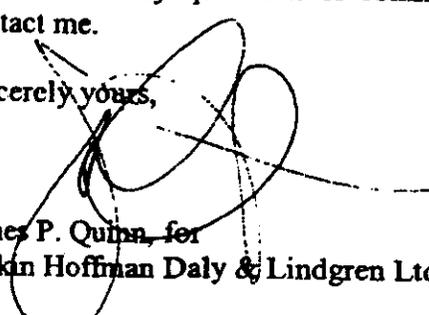
Stealth

March 3, 2004

Page 2

If you have any questions or comments concerning any of the foregoing, please feel free to contact me.

Sincerely yours,



James P. Quinn, for
Larkin Hoffman Daly & Lindgren Ltd.

Direct Dial: 952-896-3309

Direct Fax: 952-842-1705

Email: jquinn@larkinhoffman.com

bjw

cc: Mr. Joseph P. Beckman

924791 1

1832 11 01 0004 00:43 7704511512

Page 01

Jonathan Ben Rodin
3842 Avensoy Village Circle
Alpharetta, GA 30004

VIA FACSIMILE

August 9, 2004

Leo Stoller
Stealth
P.O. Box 35189
Chicago, IL 60707

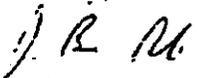
Dear Mr. Stoller:

I recently received your letter regarding use of the mark "Stealth." As the web address "stealthdeals.com" was registered to me, you sent me a request to cease use of this address. I have decided to satisfy your request because the annual registration fee that Yahoo! charges me has simply been wasted money.

For the record, I have never used the website for any commercial purpose and have never profited from it. I have cancelled my account with Yahoo! Domains, who was the registrar, and thus I will not be renewing that website registration. To the best of my knowledge, the registration will simply lapse on or before April 10, 2005. From our recent telephone conversation, you stated that these actions would satisfy your request.

I trust this letter closes this matter.

Sincerely,


Jonathan Ben Rodin



Jazz interplay, Inc.

YK Nihonbashi Building 4F

2-12-3 Nihonbashi-Kakigaraicho

Chuo-ku, Tokyo

103-0014 Japan

Phone +81-3-5652-9915

Fax +81-3-5652-9916

URI <http://www.jazzinterplay.co.jp>

August 13, 2004

CONFIDENTIAL

Mr. Leo Stoller
Stealth
P.O.Box 35189
Chicago, IL 60707

Re: DOMAIN NAME DISPUTE - STEALTH-TR.COM

Dear Mr. Stoller:

First, I apologize delay to reply because of the trouble in forwarding your letter to my address.

This is in regard to a letter (dated June 10, 2004) I've received from you concerning a domain name dispute.

This name STEALTH-TR.COM was registered to our company and I did not know that I was infringing on a registered trademark. The name has never been used or registered for any business purposes.

I will comply with your request by stop using the name, and also I will abandon the site's registration which expire on August 31, 2004

I trust that this matter is now closed, if I do not hear from you within 14 days.

Sincerely,

A handwritten signature in black ink that reads 'Jim Adachi'.

Jim Adachi
President & CEO
Jazz interplay, Inc.



PRECISION SHOOTING EQUIPMENT, INC.

2727 N. Fairview
P. O. Box 5487
Tucson, AZ 85703
(520) 884-9065
FAX (520) 884-1479
www.pse-archery.com

CONFIDENTIAL

July 27, 2004

STEALTH
Attn: Leo Stoller
PO Box 35189
Chicago, IL 60707

Re: Stealth Hunter

Mr. Stoller,

We are in receipt of your letter dated July 23, 2004. As we discussed in our phone call this morning, PSE will cease all use of the name "Stealth" immediately as you have requested. The name will be removed from the product line and all advertising materials as of today. As explained on the phone, it will take an estimated 30 days for magazine ads currently running to expire and inventory to be dispositioned.

We trust these actions on our part will satisfy the concerns raised in your. If we do not receive further correspondence from your company within 14 days, we will consider this matter closed.

Sincerely,

A handwritten signature in black ink that reads 'John W. Groff'. The signature is written in a cursive style with a long horizontal stroke at the end.

John Groff
Executive Vice President
Precision Shooting Equipment



YVMA BANK & TRUST TOWER - SUITE 650
21515 HAWTHORNE BOULEVARD
TORRANCE, CALIFORNIA 90503
TEL: 310/540-6760
FAX: 310/540-0305
www.nefflaw.com

RICHARD E. NEFF*
SIMON M.J. HORSMAN**

MICHELLE A. COOKE
DANIEL FROMMER †
GONZALO J. SANCHEZ ‡
MONICA S. LUPINI ‡

* ALSO ADMITTED IN DISTRICT OF COLUMBIA

** ALSO SOLICITOR OF THE SUPREME COURT OF ENGLAND & WALES

† ALSO ADMITTED IN NEW YORK
‡ FOREIGN ASSOCIATE ADMITTED ONLY IN ARGENTINA

June 19, 2003

CONFIDENTIAL

VIA FACSIMILE AND POST

Leo Stoller
Stealth
PO Box 35189
Chicago, Illinois 60707-0189

Re: Our Client: PriceGrabber.com, Inc.
Your Mark: STEALTH
Subject: Claims of Third-Party Infringement of STEALTH

Dear Leo:

To confirm our teleconference of June 12, we represent PriceGrabber.com, Inc. ("PriceGrabber.com"), which received your demand letter of June 6. In your letter and during the June 12 teleconference, you asserted that PriceGrabber.com was infringing upon your company's STEALTH mark. We reject this assertion. PriceGrabber.com does not manufacturer, sell, offer for sale, or distribute any goods and/or services under the mark STEALTH. Through its website located at www.pricegrabber.com ("Site"), PriceGrabber.com provides an online publication and resource providing information regarding millions of goods/services offered by third parties. PriceGrabber.com is not liable for any infringing activities by a third party(ies) identified on the Site. You advised that your company has also sent demand letters to those manufacturers and sellers of goods/services appearing on the Site which infringe your company's STEALTH mark. We believe that this is the proper course of action for your company to further its goal of protecting its mark.

However, as PriceGrabber.com is itself the owner of valuable trademarks and other intellectual property rights, it can appreciate your company's efforts to stop the unauthorized use of its STEALTH mark. Accordingly, PriceGrabber.com agrees that it shall, at its option, either remove from the Site, or delete from the Site the word "stealth" from the name and/or description for those goods/services specifically identified by your company in writing as infringing upon the STEALTH mark ("Infringement notice"), provided that PriceGrabber.com in good faith determines that the identified goods/services are not using the word "stealth" generically and/or descriptively. PriceGrabber shall act on each infringement notice within five (5) business days of receipt. The forgoing is conditioned upon your company agreeing that (i) it shall employ good faith efforts and due diligence in preparing any infringement notice delivered to PriceGrabber.com so as to only identify infringing uses of its STEALTH mark, and (ii) for each good/service that it identifies in an infringement notice, it shall contact in writing the manufacturers and sellers identified on the Site to inform them of the infringement claim no later than the date your company delivers the infringement notice to PriceGrabber.com

In view of the considerable scope of your company's licensing program for the STEALTH mark as represented in the materials included with your June 6 letter,

Leo Stoller
Stealth
June 19, 2003
Page 2 of 2

CONFIDENTIAL

it would be contrary to your company's own interests for PriceGrabber.com to simply block all uses of "stealth" from the Site. Such indiscriminate action could actually interfere with your licensees' legitimate and authorized use of the STEALTH mark, as well legitimate non-trademark uses of the word "stealth." Further, having your client specifically identify which products are infringing is also necessary to protect PriceGrabber.com from any liability that might arise from PriceGrabber.com removing a product from the Site or modifying the name and/or description of a product on the Site to remove the word "stealth".

PriceGrabber.com also believes that it is inappropriate to prevent the descriptive and/or generic use of the word "stealth" or other non-trademark uses of "stealth", and we are certain that your company does not seek to stop such usage. Among the examples included with your June 6 letter was the Pyle PLCD59 Stealth-Face Receiver which we believe uses the word "stealth" descriptively.¹ Additionally, as we discussed, the use of "stealth black" as a means to describe a color also in of itself does not constitute trademark usage and is no different than other creative means to describe a shade of black, such as "jet black," "ninja black", "charcoal black", "carbon black", "ebony black", "inky black", "raven black", "soil black", etc.

In consideration of the above, PriceGrabber.com, in a show of good faith, shall within five (5) business days from the date of this letter either remove from the Site, or delete from the Site the word "stealth" from the names and descriptions for, the following two (2) products identified in your June 6 letter: the LowePro "Stealth" shoulder bag and backpack.

We believe that the proposal set forth in this letter strikes a fair and proper balance as to the interests of all parties, and will assist your company in stopping infringing uses of its STEALTH mark. Please confirm in writing that your company accepts the terms of our proposal on behalf of itself and Central Mfg. Co. (Inc.), that it is authorized to accept these terms on behalf of Central Mfg. Co. (Inc.) and, that as long as PriceGrabber.com complies with these terms, your client and Central Mfg. Co. (Inc.) agree to take no action against PriceGrabber.com, its officers, directors and/or subsidiaries in connection with any third party use of the STEALTH mark. We also request that you provide a list of those manufacturers and sellers which you identified through the Site as infringing upon the STEALTH mark and to whom you sent a cease and desist demand, so that we may notify them of PriceGrabber.com's receipt of your claim.

Upon receipt of the above items, I will provide you with the contact information for sending future infringing notices directly to PriceGrabber.com.

Very truly yours,


Michelle A. Cooke
Partner

¹ The description that accompanies the photograph of the product on the Site includes the following statement: "The stealth-face "disappears" to deter theft."

JVC

JVC AMERICAS CORP.
LEGAL DEPARTMENT

Via Facsimile

July 2, 2003

CONFIDENTIAL

Lee Stoller
Stealth
P.O. Box 35189
Chicago, IL 60707

Dear Mr. Stoller:

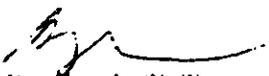
I am Assistant General Counsel for JVC Americas Corp. I am in receipt of your Cease and Desist letter regarding use of the mark "Stealth."

Please be advised that the use of the word "Stealth" on the JVC web site you refer to as infringing relates to a third party product, not a JVC product, thus falling within the fair use doctrine and is for remote controls, which do not appear to be covered currently by any existing registration or applications.

Nonetheless, JVC will remove the "Stealth" reference on its web site and will not be using it in any further materials.

Very truly yours,

JVC AMERICAS CORP.


Bradley A. Siciliano
Assistant General Counsel

BAS:SM

• Cramer-Krasselt

200 North Michigan Avenue, Chicago, Illinois 60601
708.453.8600

CONFIDENTIAL

December 10, 2003

Mr. Leo Stoller
STEALTH
P O Box 35189
Chicago, IL 60707

VIA FACSIMILE: 708-453-0083

Dear Mr. Stoller,

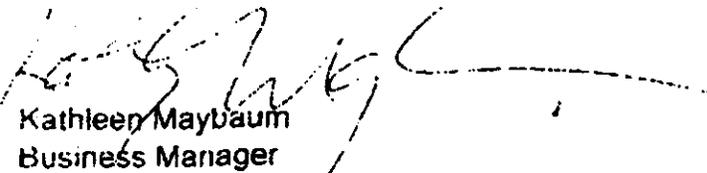
We are in receipt of your October 22, 2003, letter regarding our supposed unauthorized use of the word "Stealth."

While we believe your accusation to be completely without merit, please be advised that we have discontinued all use of this word.

We trust this letter closes this matter.

Sincerely,

Cramer-Krasselt/Chicago


Kathleen Maybaum
Business Manager

CONFIDENTIAL



TEXAS AMERICA SAFETY COMPANY
4400 Danhil Drive
Brownwood, TX 76801
(T.A.S.C.O.) 1-800-646-5346
FAX 1-325-646-3790

May 14 2004

Mr. Leo Stoller
Central Manufacturing Company

Dear Mr. Stoller:

As per your request, we have removed all references to the word "STEALTH" in our on-line marketing of our products through ABC Safety Glasses as of May 14, 2004. The word "STEALTH" referenced a color rather than a name or trademark.

We would not knowingly have used the word without your consent.

We appreciate your understanding in this matter.

Sincerely,

Lyndon Brownlee
President

LFsb

Harold A. Meyer III
PO Box 5757
Wakefield, RI 02880

July 28, 2004

RE: STEALTHDESTROYER.COM/ STEALTHDESTROYERS.COM

Dear Leo,

Thank you for your letter of July 20th. I received it yesterday and wanted to attend to this matter immediately.

I believe that your letter has many weaknesses. Frankly, I was taken aback by the broadness of your claim, the omission of the trademark registration numbers at issue, etc..

I do not agree with the idea that a descriptive English language word can be monopolized in all forms, and believe that your letter is over-reaching. Such over-reaching actions can expose people to anti-trust liability for trying to monopolize commerce to which they are not entitled, and mark cancellation --just a word to the wise.

In addition, "Stealth Technology" and "Stealth Bomber" and "Stealth Destroyer" have been used widely in the public arena.

However, to confirm our conversation of earlier today, I have deleted the above domain names. I have taken this action in good faith SOLELY to avoid the unpleasantness of a dispute and any waste of District Court resources. I have derived no profit from the above internet domain names.

I consider this matter closed.

Have a great summer!

Best,

Hal Meyer

July 28th, 2004

Leo Stoller
STEALTH
PO BOX 35189
Chicago IL 60707

Jean-Louis Zanolin
8440 tubbs ranch rd.
Sebring FL 33876

RE: Your letter of July 13th, 2004, domain name dispute.
STEALTHCHAMBER.COM

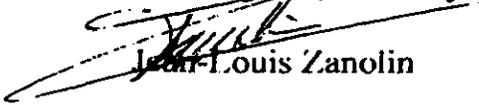
Dear Mr. Stoller:

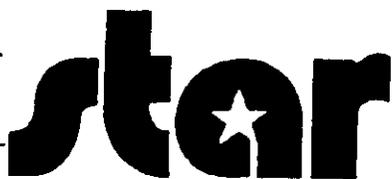
As per the short conversation that we had last week, I am putting in writing that I will terminate all use or references to the name Stealth in the future. That at no time did I use, benefited monetarily or took advantage of the name Stealth. Also, the registration of that domain on my behalf has expired long ago and was never debited from my Cr. Card that was originally debited to pay for the allocation to that domain to me.

Believe me, I was very surprised to receive your letter and that in no matter do I intend to use this domain in the future.

Please, make sure to contact me in the future if this matter is not resolve to your liking thank you.

Best regards, sincerely


Jean-Louis Zanolin



STAR SALES COMPANY, INC.

IMPORTERS • DISTRIBUTORS • ESTABLISHED 1938

1803 NORTH CENTRAL STREET • P.O. BOX 1503 • KNOXVILLE, TENNESSEE 37901 U.S.A. • PHONE (865) 524-0771

CONFIDENTIAL

August 10, 2004

Leo Stoller
STEALTH
PO Box 35189
Chicago, IL 60707

Dear Mr Stoller:

We are in receipt of your letter dated August 4, 2004, regarding the use of "Stealth Fighter" knife. We are a distributor of many knives. This particular knife is from "Frost Cutlery". You can contact them at 6861 Mountain View Dr., Ooltewah, TN 37363.

In the meantime, we will delete this from our website. If you have any other questions, please do not hesitate to call me.

Best regards,

A handwritten signature in cursive script that reads "Neil Foster".

Neil Foster
President

NF eb



CONFIDENTIAL

September 14, 2004

Leo Stoller
STEALTH
P O Box 35189
Chicago, IL 60707

Reference: Infringement of the STEALTH Trademark Registration letter dated
September 8, 2004.

Subject: Cease and Desist

Dear Mr. Stoller,

The purpose of this letter is to inform you that we will comply with your request to cease and desist regarding any use of the name STEALTH as of September 14, 2004. We were not aware that we may be infringing on any registered trademark. We have not manufactured or sold any products using the Stealth name.

I trust that this matter is resolved if we do not hear otherwise by 30 September 2004

Yours truly,

A handwritten signature in cursive script that reads 'Richard J. Sullivan'.

Richard Sullivan
General Manager

MENARD, INC.

CONFIDENTIAL

4 January 2005

Mr. Leo Stoller
Stealth
P.O. Box 35189
Chicago, IL 60707-0189

RE: Your Claim of Trademark Infringement

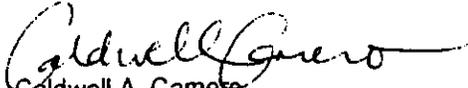
Dear Mr. Stoller:

This letter is to inform you that Menard, Inc. ("Menard") will no longer be purchasing the item under the name that you claim infringes your company's trademark. While Menard in no way admits infringement, to avoid a potentially costly and protracted legal battle, Menard has ceased purchasing the allegedly infringing item.

I trust this resolves any concerns you may have.

Sincerely,

MENARD, INC.


Caldwell A. Camero
Corporate Counsel

Rhonda Doiron
PO Box 198
150 Mile House, BC V0K 2G0
Canada

November 15, 2004

Leo Stoller
STEALTH
P.O. Box 35189
Chicago, IL 60707
UNITED STATES OF AMERICA

Dear Mr. Stoller:

I am writing in response to your letter of October 26, 2004.

STEALTHTRAILERS.COM was a domain name given to me by B.C. AlterNet. As noted on the records you included with your letter, I did not renew my registration to STEALTHTRAILERS.COM after January 14, 2004. The registration expires on January 14, 2005 and I intend to abandon the domain name upon that date. I, Rhonda Doiron, have never manufactured nor sold any goods or services bearing the STEALTH name.

I trust this matter is now closed if I do not receive further response from your company by December 06, 2004.

Sincerely,



Rhonda Doiron

Dr. Ed J MacWilliams

POB 1324, Belleview, FL 34421

Ocala Office: 352-625-5502, 352-625-3301

Daytona Office: 382-817-5853, 386-341-7038

email: viamac@viamac2.com

<http://www.via33.com> The Via33 Network

16 November 2004

**Leo Stoller
STEALTH
POB 35189
Chicago, IL 60707**

Mr. Stoller,

Regarding our previous conversation, and agreement over stealthnight.com, I am sorry to see that you now want to claim stealthrifle.com and stealthrifle.us as your own claim, as well. I thoroughly disagree with that claim, but I am sending this confirmation that we will:

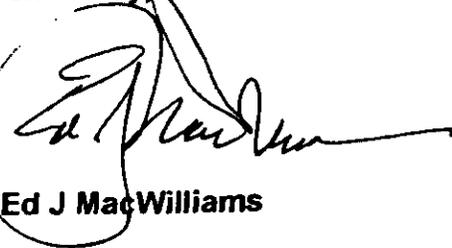
—Not renew those names when they expire

Although we disagree with your interpretation that our domain names infringe upon your Trademark, we will comply with your request to do the aforementioned. It was never our intention to in any way infringe or "dilute" anyone's trademark. Those names have not been used by us on the internet, or in any other business endeavor of ours, so your claim of us doing harm to your company is, in our opinion, at best frivolous.

We will, however, not be renewing those names when they expire in compliance with your request.

We shall consider this matter closed if no correspondence from you contesting this agreement is received from you within the next fourteen (14) days. If you have any questions or other concerns, please feel free to contact me.

Sincerely,



Ed J MacWilliams

International Trademark Association

International Trademark Association

Representing the Trademark Community since 1878

HOME FOUNDATION CAREER CENTER SPONSORSHIP PRESSROOM CONTACT U

INTERNATIONAL TRADEMARK ASSOCIATION

INTA Priorities / Anticounterfeiting

Anticounterfeiting

Background

Counterfeiting is the deliberate use of a false mark that is identical with or substantially indistinguishable from a registered mark.

Counterfeiting steals the identity of trademark owners and robs consumers of any number of things, including comfort, reliability and their personal safety. Some people think of trademark counterfeiting as a "victimless crime" and that copying remains the highest form of flattery. This notion is meritless. The impact of counterfeit goods on trademark owners, consumers and national economies should not be minimized. Today, the level of intellectual property counterfeiting is astronomical. The high levels of trademark counterfeiting in particular reflect consumers' increased desire for brand name products, the ability of counterfeiters to adapt to trends in the public appetite and the enormous profits that can be made from the sale of counterfeit goods.

Event

- Upcoming Event
- Roundtable: Counterfeiting Enforcement

Past Events Roundtable

- Congress on Counterfeiting Public Aware
- Anticounterfeiting Roundtable in Singapore
- INTA Holds Anticounterfeiting Seminar in U.S.

Articles

Articles

What is this Cease and Desist Letter

Success breeds imitation. The more popular and successful a Trademark and/or intellectual property becomes, the more probable the chances that infringing products, services or companies calling themselves the name of the successful trademark will appear.

The opportunity to take for free what others pay a royalty for is a strong incentive to some companies. Contrary to the mistaken notion, that any well known symbol and/or word that may be found in the dictionary is freely available to any company to adopt as their trade name, service mark or trademark, in the 21st Century, is simply false. There are no well known trademarks, service marks, trade names and/or domain names that have not already been adopted by some other company first, as in the case at bar. In the same manner that there are not any real property in the 21st Century that can be acquired for free or homesteaded. There are no free well known intellectual property left in the 21st Century. No free rides! However it is our obligation, as the Trademark owner to police and protect our intellectual property each and every day. Otherwise an intellectual property owner will not own it's property for long. Since there are no well known marks that have not been adopted by some company, there will always be a legal battle by companies to take those finite well known marks from their original owners without compensation.

Thus, once an infringer is identified, it is imperative that the infringer be stopped. However, filing a lawsuit immediately is neither suggested nor viable. The first step that must be taken is to alert the infringer. That you have been identified and it is demanded that you cease and desist from the sale and offering for sale of the infringing products or services or using our well known trademark as your company name, tradename, trademark, service mark and/or domain name. This warning included a recitation of all the actions required by you, the alleged infringer, such as identifying all profits made from the infringing products or services or the use of a confusingly similar corporate name. There can be grave consequences by continuing the alleged infringement. Furthermore, it is good business practice to put you on notice before litigation may be pursued. It always pays to first attempt to resolve trademark controversies outside of Court intervention. Please call us at 773-283-3880 to resolve this controversy.

THE STEALTH FAMOUS BRAND FEDERAL TRADEMARKS			
REGISTRATION NUMBER	MARK	GOODS/SERVICES/CLASS	LISTED OWNER
1,332,378	Stealth	<i>Int. Class 28:</i> Sporting goods, specifically, tennis rackets, golf clubs, tennis balls, basketballs, baseballs, soccer balls, golf balls, cross bows, tennis racket strings and shuttlecocks.	Central Mfg. Co.
1,434,642	Stealth	<i>Int. Class 12:</i> Bicycles, motorcycles and boats.	Central Mfg. Co.
1,717,010	Stealth	<i>Int. Class 2:</i> Microwave absorbing automobile paint.	Central Mfg. Co.
1,766,806	Stealth	<i>Int. Class 28:</i> Fishing tackle floats (bobbers).	Central Mfg. Co.
1,846,182	Stealth	<i>Int. Class 12:</i> Automotive tires.	Central Mfg. Co.
1,867,087	Stealth	<i>Int. Class 28:</i> Pool Cue, pool tables, darts, billiard balls, cue cases, cue racks, billiard gloves.	Central Mfg. Co.
1,947,145	Stealth Technology	<i>Int. Class 9:</i> Computer hardware and computer utility software and operating manuals.	Central Mfg. Co.
2,007,348	Stealth Squad	<i>Int. Class 16:</i> Comic books	Central Mfg. Co.
2,024,889	The Stealth	<i>Int. Class 21:</i> Lawn sprinklers.	Central Mfg. Co.
2,025,156	Stealth	<i>Int. Class 6:</i> Metal alloys for use in sporting goods and transportation and window locks.	Central Mfg. Co.
2,074,780	Stealth	<i>Int. Class 9:</i> Automobile-mounted radar detectors.	Central Mfg. Co.
2,227,069	Stealth	<i>Int. Class 36:</i> Financial planning, investment management; insurance consultation.	Central Mfg. Co.
2,269,113	Stealth Assault	<i>Int. Class 28:</i> Hand-held units for playing electronic games.	Central Mfg. Co.
2,272,891	Stealth	<i>Int. Class 14:</i> Tie fasteners.	Central Mfg. Co.
2,325,053	Stealth 9MM	<i>Int. Class 40:</i> Manufacture and assembly of firearms to the order and the specification of others.	Central Mfg. Co.

REGISTRATION NUMBER	MARK	GOODS/SERVICES CLASS	LISTED OWNER
2,325,054	Stealth 9MM Shadow	<i>Int. Class 40:</i> Manufacture and assembly of firearms to the order and the specification of others.	Central Mfg. Co.
2,330,467	Stealth	<i>Int. Class 18:</i> Leather wallets, leather handbags and leather attaché cases.	Central Mfg. Co.
2,403,775	Stealth	<i>Int. Class 8:</i> Pocket knives, non-electric can openers, cutlery, namely, forks, knives, and spoons; nail clippers, tweezers, scissors; and eyelash curlers.	Central Mfg. Co.
2,439,735	Stealth	<i>Int. Class 9:</i> Radios and speakers for automobiles, stereo speaker boxes, tape recorders, tape players and portable stereos.	Central Mfg. Co.
2,433,330	Stealth	<i>Int. Classes 8 & 10:</i> Specialized hand tools for use in the fabrication and assembly of prosthetic limbs and prosthetic limb components; namely, thermoplastic tooling, thermoset tooling and foam extraction tooling. Prosthetic limb components; namely, shuttle locks, pyramids, pyramid receivers, sach foot adaptors, pylons, tube clamps, suction seals, adaptor plates, attachment plates, prosthetic knee systems, prosthetic knee chassis and prosthetic feet.	Central Mfg. Co.
2,478,742	Stealth	<i>Int. Class 9:</i> Computer application software for creating databases, blank video film and video tapes, safety goggles, radios, photographic and video cameras.	Central Mfg. Co.
2,497,857	Stealth Spray	<i>Int. Class 28:</i> Hunters' scent camouflage.	Central Mfg. Co.
2,497,858	Stealth Soap	<i>Int. Class 28:</i> Hunters' scent camouflage.	Central Mfg. Co.
2,505,698	Stealth	<i>Int. Class 11:</i> Motion activated electric lighting fixtures.	Central Mfg. Co.

REGISTRATION NUMBER	MARK	GOODS/SERVICES CLASS	LISTED OWNER
2,523,745	Stealth	<i>Int. Class 26:</i> Plastic buckles and fasteners for use in connection with backpacks, tote bags, sporting goods and foul weather gear and apparel and other similar articles.	Central Mfg. Co.
2,551,385	Stealth	<i>Int. Class 9:</i> Electric locks for garage doors.	Central Mfg. Co.
2,636,049	Stealth	<i>Int. Class 10:</i> Orthodontic appliances, namely, orthodontic brackets, arch wires, lingual holding arches and hooks.	Central Mfg. Co.
2,641,546	Stealth	<i>Int. Class 7:</i> Baling machines for use in material recycling and waste material disposal.	Central Mfg. Co.
2,657,452	Stealth	<i>Int. Class 28:</i> Toys, sporting goods, namely, model airplane kits, toy boats, toy guns, toy robots, and toy soldiers.	Central Mfg. Co.
2,737,991	Stealth	<i>Int. Class 28:</i> Fishing back support belts and harnesses; fishing belts, namely, back support belts as part of a fishing pole support harness; fishing belts, namely back support belts for support of fishing poles with gimbal or uni-butt receiver; fishing belts, namely, back support belts for use on deep sea fishing vessels; fishing belts, namely, back support belts with quick release hook and loop shoulder straps; fishing belts, namely, adjustable shape back support belts.	Central Mfg. Co.
2,744,536	Stealth Dust	<i>Int. Class 28:</i> Hunters' scent camouflage and neutralizer.	Central Mfg. Co.
2,761,682	Stealth Pod	<i>Int. Class 9:</i> Camera Tripods	Central Mfg. Co.
2,784,049	Stealth Literacy	<i>Int. Class 28:</i> Series of children's books.	Central Mfg. Co.
2,859,897	BP Stealth	<i>Int. Class 12:</i> Bicycle parts, namely, brakes, chains, handle bars, tubes and connectors for bicycle frames, change speed gears.	Central Mfg. Co.

REGISTRATION NUMBER	MARK	GOODS/SERVICES CLASS	LISTED OWNER
2,892,249	Stealth	Int. Class 28: Baseball, softball, T-ball bats.	Central Mfg. Co.

Central Mfg. Co. (Inc.) is the rights holder in the above STEALTH Federal Trademark Registrations, notwithstanding what the Principal Register may indicate, nor what the Assignment Division records may indicate.

THE STEALTH FAMOUS BRAND PENDING APPLICATIONS

APPLICATION NUMBER	MARK	GOODS AND SERVICES	FILED DATE	EXPIRES
74-327,774	Stealth	Paper goods and printed matter, namely, pens, pencils, drawing rulers, paper clips, rubberbands, memo pads, adhesive tape for stationery or household use, non-electric erasers, snap-off blade cutter for cutting paper, pencil sharpener, fountain pens, ballpoint pens, stationery, namely, writing paper and envelopes, playing cards and comic books.	2-Nov-92	January, 1986
75-019,143	Stealth	Computers, dot matrix printers; computer disc drives, fax modem cards; computer monitors, computer keyboards, computer diskette storage containers, computer software for computer setup and data base files, blank video films and video tapes; safety goggles, radios; photographic and video cameras; compressed air cylinders for use with breathing apparatus.	13-Nov-95	January, 1985
75-016,560	Stealth	Flashlights, pen lights, electric lamps, floor fans, wall fans, desk fans, portable fans.	8-Nov-95	January, 1985
75-036,382	Stealth	Bowling alley cleaning machines and marine propellers.	8-Dec-95	October, 1993
75-185,379	Stealth	Automobile-mounted radar detectors.	22-Oct-96	January, 1994
76-071,233	Stealth	Households air cleaners, household air cleaners with ionizer, domestic and commercial air purifiers, air conditioners.	25-Oct-95	July, 1995
76-215,703	Stealth	Baseball, softball, t-ball bats.	9-Feb-01	January, 2001

APPLICATION NUMBER	MARK	GOODS/SERVICES - INTERNATIONAL CLASS	FILING DATE	FIRST USE
75-565,743	Stealth	Racing automobiles and structural parts therefor.	7-Oct-98	August, 1992
75-829,875	Stealth Visor	Anti-glare visor stops glare caused by sunlight or back lighting on computer monitors, laptops and other electrical displays.	22-Oct-99	September, 1999
76-053,720	Igloo Stealth	Insulated Food Transport and Dispensing Containers.	14-Oct-99	October, 1999
78-070,511	Stealth II.HF Mobile Antennas	Manufacturing the Stealth II.series HF (High Frequency) Mobile antennas. It provides long range communication in the 3-60 MHZ frequency range from vehicular or stationery positions. Unique in form: Center loaded, red or other color of loading coil, with base section for the tuning motor and whip section for radiation/receiving of signal; Antenna, Stealth II.Series for HF (High Frequency) communication, long distance, world wide from vehicular or stationery position, in the 3-60 MHZ frequency range.	22-Jun-01	January, 1995
78-276,411	Net-Stealth	Internet cyber security services solutions to protect user privacy, identity and data for Internet surfing usage, e-mail, connection to the Internet, and locking web sites to prevent web site theft, hijacking, etc.	19-Jul-03	July, 2003
78-286,127	Stealth	Special events planning, training services in the field of trademark law litigation and trademark licensing; amusement arcades, amusement rides and attractions, animal training, arranging and conducting education conferences, athletic competition ticket reservations for shows and other entertainment events, educational testing, modeling artists, motion picture theatres, movie studios, multi-media (continued)		

APPLICATION NUMBER	MARK	GOODS/SERVICES	FILING DATE	FIRST USE
78-286,127 (continued)		entertainment software for production services; music production services; news analysis and feature distribution; news reporting services; officiating at sports contests; on-line publication of sports, media, hardware, entertainment and educational journals; organizing community sporting and cultural events; photography services, physical fitness consultation, planetariums, portrait photography; preparing subtitles for movies and live theatrical events; production and distribution radio, television commercials and motion pictures, production of radio, television and film studies; providing a computer source that may be assessed network guide by network users, providing continuing legal education course and fitness and exercise facilities; providing information on-line relating to computer games and computer enhancements for same, providing news in the nature of current events and information in the field of employment training; providing recognition and incentives by the way of awards to demonstrate excellence in	12-Aug-03	August, 2003
78-286,127 (continued)		fields of law, medicine, sports, hardware, accounting, nursing and secretaries; publication of journals; rental of artwork, rental of computer games, programs, rental of films, rental of golf equipment, rental of photographic equipment, rental of video games and rolling skating rinks.		
78-427,427	Stealth Blinds	Hunting and observation blinds.	29-May-04	May, 2004

NUMBER	NAME	GOODS/SERVICES	CLAIM DATE	FIRST USE
78-427,432	Stealth Feeders	Manufacture wildlife feeders.	29-May-04	May, 2004
79-002,422	Stealth	Sprocket wheels and transmission systems for land vehicles, particularly sprocket wheels for motorcycle chains.	26-Mar-04	March, 2004

WHY OBTAIN A *STEALTH*® LICENSE...

Americans are brand conscious. More than 95 percent of all products sold in America are branded goods and more than \$120 billion is spent in advertising to create and maintain brand images for those products. The reason: Consumers' buying habits are tied to how they think and feel about a brand.

In today's competitive marketplace, the licensing of brand names for new products - essentially, borrowing an established brand name in order to sell more product - has become increasingly prevalent. Sales of licensed products in the U.S. now total more than \$151 billion a year and over 40% of all goods sold are licensed products.

The reasons are simple. Building a brand image for a new product is extremely costly. And there's no guarantee that an expensive brand image campaign will work. Licensing your products and services under an established trademark brings instant recognition and acceptance with your customers. Licensing endows your products and services with the power of the images carried by the brand name trademark, giving you the opportunity to:

- * Introduce products more easily and enter the market from a position of strength.
- * Achieve instant customer awareness and help increase market share without risking large marketing expenditures.
- * Create instant enthusiasm and interest among your customers.
- * Sell a greater volume of products or services due to your customers' increased interest.
- * Sell your products or services for a greater profit margin.
- * Avoid trademark litigation.

Licensing an established trademark for your products or services just makes good business sense. The enormous power of *STEALTH*® trademarks can mean instant buyer appeal for your products and services. As a *STEALTH*® licensee, you are part of a team company already marketing their products and services using *STEALTH*® trademarks. Their success is proof of what a *STEALTH*® license can do for you.

STEALTH® LICENSING PROGRAM

Licensee Requirements

As a prerequisite for becoming a *STEALTH®* licensee, a distributor, manufacturer or service company should consider the following requirements:

PRODUCT OR SERVICE CATEGORY:

An appropriate product category that would utilize and compliment the *STEALTH®* image.

MARKETING:

A proven track record of marketing.

RESOURCES:

Adequate resources - production, financial and manpower to undertake such an expanded program.

STYLING AND QUALITY:

Ability to ensure good styling and consistent quality products or services.

PRODUCTION:

Efficient manufacturing and/or sourcing to ensure on-time delivery of value packed products.

OBJECTIVES:

Long-term objectives of continued growth in sales and profits.

To an increasing extent, all types of buyers, including buyers for mass market retail outlets, are demanding brand names with image. Their customers want established brand names as a guarantee of quality, value and good styling. More and more manufacturers are being encouraged to provide brand names in order to maintain and expand their market position. Some companies who already have one or more brand names are seeking additional identification programs due to their demonstrated success with branded goods and services. Others, who have no brands or the wrong brands, need a brand to survive.

For companies that qualify, the *STEALTH*® brand could be the answer.

STEALTH® LICENSING PROGRAM

See Rentamark famous brands available for licensing at
www.rentamark.com

The nature of the major terms of the License Agreement are indicated hereunder.

ROYALTY RATE:

Royalty rates are a negotiable percent of the sale price charged by Licensee for each licensed product and/or service sold.

TERM OF AGREEMENT:

Basic life of agreement coordinated with requirements of product development; usually three or more contract years, with the first contract year being long enough to allow "start-up" time.

MINIMUM SALES:

Minimum sales target projections mutually determined.

MINIMUM ROYALTIES:

Annual guaranteed minimum royalty realistically assessed.

ADVANCE PAYMENT:

A reasonable portion of the Minimum Royalties (not an additional fee).

RENEWALS:

Renewal terms based on performance to capitalize upon success of the program.

LICENSING *STEALTH*® ENABLES YOU TO

- * DIFFERENTIATE AMONG PARTY PRODUCTS
- * ENJOY EASIER TRADE ACCEPTANCE
- * JUSTIFY A PREMIUM PRICE POINT
- * GENERATE QUICK CONSUMER TRIAL
- * ACHIEVE SIGNIFICANT MARKET SHARE QUICKLY
- * AVOID TRADEMARK LITIGATION

***STEALTH*®, *SENTRA*® and *TERMINATOR*®
D/B/A**

RENTAMARK .COM

P. O. Box 35189

Chicago, IL 60707-5189

Phone: (773) 283-3880 Fax: (708) 453-0083

Email: info@rentamark.com

**See our list of other famous brands available for
licensing at www.rentamark.com**

Contact us about representing and licensing your brand

PROTECT YOUR COMPANY'S ASSETS WITH A RENTAMARK® BRAND TRADEMARK LICENSE

Pick the wrong name for your new product or service and you stand to LOSE BIG TIME! That's what lots of companies learn when they find themselves on the wrong side of a trademark infringement action. Over \$2 billion was spent last year in litigation and legal expenses due to misuse of trademarks. And it's not only the Fortune 500 firms who get hurt. It's the small to mid-size companies with little experience in trademark law, who often don't find out until an attorney sends a warning letter to "cease and desist" or you get served with a Federal Trademark infringement lawsuit.

Any company can pay hundreds of thousands of dollars in legal expenses fighting an infringement suit with no guarantee of success. If you lose, you'll not only have to rename your product, reprint all the sales literature, and redo the advertising, you'll also suffer a major loss of credibility with your customers and possibly owe treble damages to the winner and attorneys' fees. For many, the enormous legal expenses of defending a trademark dispute can literally mean the END OF YOUR BUSINESS.

Now you can protect your business with a RENTAMARK® famous brand trademark license agreement. Merely choose a RENTAMARK® brand famous trademark for use on your product or service and allow RENTAMARK® to police and protect the trademark.

Some of our famous brand names include, but are not limited to:

SENTRA®

STEALTH®

DARK STAR®

TERMINATOR®

AIRFRAME®

FIRE POWER®

NIGHT STALKER®

STRADIVARIUS®

TRILLIUM®

Visit our website at: **WWW.RENTAMARK.COM**

Exhibit B

Aimée B. Wolfson
Senior Vice President
Intellectual Property

10202 West Washington Boulevard
Culver City, California 90232-3195

Tel: 310 244 2991 Fax: 310 244 1512
aimce_wolfson@spe.sony.com



March 17, 2005

RECEIVED

MAR 18 2005

LEONARD D. VENGER

By Mail and Fax: 708-453-0083

Leo Stoller
STEALTH
P.O. Box 35189
Chicago, IL 60707

Re: Stealth (the "Picture")

Dear Mr. Stoller:

I write in response to your March 10, 2005 letters to Leonard Venger, Michael Lynton, Jeff Blake, and possibly other executives of Columbia Pictures ("Columbia"), in which you assert that Columbia has violated your client's alleged trademark rights to the alleged mark "Stealth," merely because Columbia is producing and releasing a motion picture entitled "Stealth."

Columbia unequivocally rejects and denies your claims. Not only does your client lack a registered trademark for "Stealth" in International Class 41, but your client does not provide or produce goods in Class 41. Indeed, the U.S. Trademark Office has suspended your application to trademark "Stealth" in Class 41.

And not surprisingly. Your current attempt to "appropriate the English language" and to control all uses of the word "stealth" is highly questionable. See *Blau Plumbing, Inc. v. S.O.S. Fix-It, Inc.*, 781 F.2d 604, 609 (7th Cir. 1986). There is little doubt that the federal courts would view your proposed mark as descriptive at best, and possibly even generic. See *Mil-Mar Shoe Company v. Shonac Corporation*, 75 F.3d 1153 (7th Cir. 1996). In either case, registered or not, you have no established secondary meaning in the word "stealth" among the relevant community.

Moreover, even if your client did have registered or other trademark rights in Class 41, well-established case law plainly holds that "literary titles [including film titles] do not violate the Lanham Act 'unless the title has no artistic relevance to the underlying work whatsoever, or, if it has some artistic relevance, unless the title explicitly

misleads as to the source or the content of the work.” *Mattel, Inc. v. MCA Records, Inc.*, 296 F.3d 894, 902 (9th Cir. 2002) (citations omitted).

The Picture’s title has obvious artistic relevance to the Picture, which is a major action adventure about a new generation of unmanned aircraft that has the ability to “go stealth” and fly undetected through the skies. Moreover, given your lack of use of “stealth” in Class 41, and given the other chimerical lines of business in which you claim to use the mark “stealth,” it is obvious that no reasonable consumer could confuse the sources of Columbia’s major motion picture about a “stealth” aircraft with your “licensing” business, which is unknown except to the other businesses that you have attempted to intimidate (*see infra*).

Your claims of dilution are similarly spurious, not only because you lack the relevant trademark rights necessary to state such a claim, but also because you fail to account for the non-commercial use exemption to the Federal Trademark Dilution Act (“FTDA”), 15 U.S.C. § 1125(c)(4)(B). *See Mattel*, 296 F.3d at 905 (FTDA non-commercial use provision exempts fully-protected First Amendment expression); *see also Joseph Burstyn, Inc. v. Wilson*, 343 U.S. 495, 502 (1952) (motion pictures are fully-protected First Amendment expression).

Both the federal courts and the U.S. Trademark Office are well aware of your established pattern of vexatious policing of the marks that you have already registered. *See S. Industries, Inc. v. Centra 2000, Inc.*, 249 F.3d 625, 627-29 and n.1 (7th Cir. 2001) (listing numerous cases demonstrating “pattern of abusive and improper litigation with which the company and Leo Stoller, its sole shareholder, have burdened the courts of this circuit”); *Central Mfg. Co. v. Medtronic Sofamor DAMEK Inc.*, Opposition Nos. 91154585 and 91154617 (TTAB Decision 2/19/04), pps. 20-21 and n.16 (TTAB *sua sponte* imposition of sanctions against Leo Stoller based on harassment, and reciting Stoller’s history of similarly sanctionable behavior in other matters). Notably, when the Seventh Circuit affirmed a \$136,803 fee award and, *sua sponte*, issued an order to show cause why sanctions should not be imposed against your company for filing a frivolous appeal, the Court noted that “[t]his was not a murky case,” because there, as here, you did not own a federal registration for the mark and you had no similar product to protect from infringement. *S. Industries, Inc.*, 249 F.3d at 627.

Simply put, the claims asserted in your March 10th letters are utterly frivolous and without any merit whatsoever. Given the well-established case law that forecloses your claims, it is obvious that your latest demands to Columbia are consistent with your established practice of harassing innocent businesses that use generic or descriptive words to name their businesses or to describe their products. Columbia will protect and defend its right to use “Stealth” as the title of the Picture, and Columbia will vigorously oppose any efforts by you to interfere with this use, including seeking reimbursement of attorney fees and sanctions should you pursue legal action in connection with this matter.

This is not a complete statement of Columbia's position in this matter, and failure to address any statement or assertion in your letter should not be deemed as an admission of any kind. All rights, remedies and defenses, at law and in equity, are hereby reserved.

Any further communications regarding this matter should be directed to me.

Very truly yours,



Aimée Wolfson

Cc: Len Venger
Legal Files

Bcc: Eric Baum
Lorin Fairchild

Exhibit C

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FAX: 3102441512

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Mar-18-05 12:40 P.01

STEALTH

STEALTH BRAND PRODUCTS AND SERVICES SINCE 1981
Post Office Box 33189
Chicago, Illinois 60707-0189
VOICE 773/283-3880 • FAX 708/453-0083 • WEB PAGE: www.raskamark.com

RECEIVED

MAR 18 2005

LEONARD D. VENGER

CONFIDENTIAL

FOR SETTLEMENT PURPOSES ONLY HAVING NO EVIDENTIARY VALUE

March 18, 2005

Aimee Wolfson
Sony Pictures
10202 W. Washington Boulevard
Culver City, California 90232-3195

Re: SONY'S UNAUTHORIZED USE OF OUR STEALTH TRADEMARK

Dear Ms. Wolfson:

Thank you for your fax.

We are well aware that if we are forced to litigate with Sony Pictures regarding Sony's unauthorized use of our STEALTH mark, there is no guarantee of a favorable outcome for either party.

Several facts, though, that must be clearly understood by Sony are that first we hold rights to 35 STEALTH Federal trademark registrations and Sony holds no rights in a STEALTH Federal trademark registration. Secondly, we have built the STEALTH brand over twenty-five years into a national brand. Thirdly, we have successfully sued in excess of over 200 defendants for the unauthorized use of our famous mark STEALTH, including Walmart, K-Mart, and the Brunswick Corporation, to name a few. We have the highest winning percentage in District court litigation regarding the cases we have brought; 96.6%. Furthermore, in the case against Sony, our ownership of 35 STEALTH Federal trademark registrations gives us standing to bring an action which would not be considered frivolous. If we are forced to bring an action against Sony in order to seek an injunction from the release of this film bearing the mark STEALTH, the cost to the parties will be considerable to defend such litigation and there is no guaranteed outcome for Sony either. This leads us to the one fact that we can both agree upon. It is better to settle cases outside of a courtroom, rather than leaving it up to a District Court to make a decision.

In view of the above, we will give Sony an opportunity to resolve this matter outside of a courtroom and we are willing to make a good faith effort to do so. One caveat that we want to put forward should be made perfectly clear to the executives at Sony. Any unilateral conclusion on the part of Sony that this controversy will merely go away by sticking their heads in the sand and pretending that there is no *bona fide* controversy that exists in law as between the parties, would be a fatal error. This letter should serve as our good faith effort to avoid having to file suit against Sony Pictures in an attempt to enjoin Sony from releasing the STEALTH movie.

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March 18, 2005
Page Two

What is also clear from Sony's attempt to trade off of our famous STEALTH trademark, which is self evident, is the appearance of the STEALTH mark as shown on Sony advertising materials. Furthermore, all of Sony's arguments to the contrary as to our ability to successfully seek an injunction against Sony because our mark STEALTH is weak, falls apart in view of the fact that we are receiving numerous communications from third parties who are confused regarding Sony's STEALTH movie as to source. The confusion witnesses that we will put forward will testify to actual confusion. Consequently, it is in the interests of both parties to seek an amicable resolution to this controversy long prior to the release of this offending film.

We have enclosed two settlement proposals which will resolve this matter inexpensively and amicably. The first settlement proposal is a covenant not to sue agreement which will permit Sony Pictures to immediately change the name of the film and in exchange we will grant Sony a release from any past or present claims of infringement and deceptive trade practices. On the other hand, if Sony is wed to the mark STEALTH for its new picture, we are willing to consider a trademark license agreement which would allow Sony to use our mark STEALTH in conjunction with their new film.

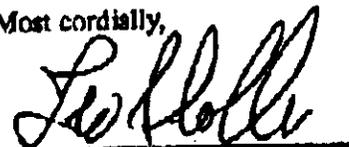
One last consideration that Sony executives must be made well aware of is that any unauthorized licensing by Sony of our STEALTH mark in conjunction with this movie to any third parties will be immediately met with a trademark infringement action, naming Sony Pictures Entertainment, the parent company of Sony, the executive officers of Sony Pictures individually, and the executive officers of Columbia Pictures individually as defendants.

If there is any question of our resolve in this matter, we are more than willing to direct your client to talk with over 200 defendants that we have previously sued, as well as the defendants we are now in present litigation with. It is not our intention to do any harm to Sony, Sony Pictures Entertainment, or Columbia Pictures. We are simply moving to protect our intellectual property rights in our famous trademark which we have used and licensed for over twenty-five years. We are doing nothing less than what Sony Pictures would do if a third party attempted to adopt the Sony mark.

The two settlement agreements are valid until April 8, 2005. We would also be willing to entertain any reasonable counterproposals.

If you have any questions, feel free to call me.

Most cordially,



Leo Stoller

D:\MARKETS\SONY

AGREEMENT TO DISCONTINUE USE

(Covenant Not To Sue)

AGREEMENT, is made and entered into as of this 18 day of May, 2005, by and between RENTAMARK.COM, P O Box 35189, Chicago, Illinois 60707-0189 (hereinafter referred to as "STEALTH"), and SONY PICTURES ENTERTAINMENT COLUMBIA PICTURES, 1020 West Washington Blvd., Culver City, CA 90232-3195 (hereinafter referred to as "SONY").

WHEREAS, STEALTH and SONY desire to settle this dispute and future disputes regarding SONY's use of the mark STEALTH.

NOW, THEREFORE, in consideration of \$250,000.00 (Two Hundred Fifty Thousand and NO/100 dollars) paid to RENTAMARK.COM by SONY, the mutual covenants set forth herein, the parties agree to as follows:

1. STEALTH agrees not to sue SONY for any past and/or present use of the trademark STEALTH.
 - 1.1 SONY agrees to discontinue all use of the mark STEALTH and any mark confusingly similar to the mark STEALTH in the opinion of STEALTH, by September 18, 2006.
2. The parties agree that this Agreement constitutes the entire agreement and understanding between the parties related to the subject matter hereof, superseding all previous communications, and that this Agreement can only be modified in writing signed by both parties.
3. SONY acknowledges STEALTH's exclusive ownership of the mark STEALTH and agrees not to oppose STEALTH's applications or STEALTH's use of its STEALTH mark(s).
4. This Agreement shall be valid worldwide.
5. This agreement inures to the benefit of, and is binding upon, STEALTH and SONY, their parents, subsidiaries, sister companies, affiliates, entities which control the foregoing, entities which the foregoing control, and all of their successors and assigns.
6. The parties agree that this agreement will be maintained confidential.
7. This agreement becomes null and void on April 8, 2005 if STEALTH has not receive an executed copy from SONY.

TC NO.

8. STEALTH and SONY have caused this Agreement to be executed by their duly authorized legal representatives.

ACCEPTED AND AGREED:

STEALTH

Representative of STEALTH

Date: 03-18-05

LEW ALLEN
Signing Representative of STEALTH
(PRINTED)

Date: 03-18-05

SONY PICTURES ENTERTAINMENT

Representative of:
SONY PICTURES ENTERTAINMENT

Date: _____

Signing Representative of:
SONY PICTURES ENTERTAINMENT

(PRINTED)

Date: _____

C:\MARSH\SONY\BOV

STEALTH TRADEMARK LICENSE AGREEMENT

This **SETTLEMENT AGREEMENT** and **TRADEMARK LICENSE**, is made and entered into as of the 18 day of MARCH, 2005, by and between **RENTAMARK.COM**, Chicago, IL 60707-0189 (hereinafter referred to as "LICENSOR"), and **SONY PICTURES ENTERTAINMENT COLUMBIA PICTURES**, 10202 West Washington Blvd., Culver City, CA 90232-3195 (hereinafter referred to as "LICENSEE").

WITNESSETH:

Licensor has used the designation **STEALTH** as a trade name to identify its business continuously since at least as early as 1981 and holds rights in **STEALTH** trademark registrations: Reg. 1,717,010 registered 9/15/92; 2,025,156 registered 12/24/96; 1,947,145, 2,074,780, 1,434,64 registered 3/31/87; 2,007,348 registered 10/15/96; 2,024,889 registered 12/14/96; 1,332,378 registered 4/23/85; 1,867,087 registered 1998; 2,227,069 registered 3/2/99, et al.

Licensor is desirous of obtaining a license to use the mark **STEALTH** ("Licensed Mark") for **MOTION PICTURE**, (hereinafter referred to as "the goods" and/or "Licensed Articles").

NOW, THEREFORE, in consideration of \$250,000.00 (Two Hundred Fifty Thousand and NO/100 Dollars), mutual promises and covenants herein made, it is agreed as follows:

1. Licensor hereby grants to Licensee a license to use the "Licensed Mark" worldwide for the Licensed Goods.
2. Licensee shall have no right to sublicense the use of said mark without prior written permission of the Licensor.
3. The Licensee acknowledges the Licensor's exclusive ownership and title to the Licensed Mark. The Licensee has not acquired and shall not acquire or make any claim adverse to the Licensor's right, title or interest in the Licensed Mark. The Licensee shall not, by virtue of the use of the Licensed Mark, acquire any ownership in the marks or registrations thereof, and the Licensee specifically acknowledges that every permitted use of the Licensed Mark by the Licensee shall inure to the benefit of the Licensor. The Licensee shall, when using the Licensed Mark, refer to the mark as to indicate clearly that the Licensor is the owner of the Licensed Marks and that the Licensed Mark is being used only by way of authorized use.
4. Licensee shall use the Licensed Mark strictly in compliance with all applicable legal requirements. Licensee shall not, at any time, do or suffer to be done any act or thing which may in any way adversely affect any rights in and to the Licensed Mark or any registrations thereof or which, directly or indirectly, may reduce the value of the Licensed Mark or detract from its reputation. Licensee shall not, and shall cause its customers not to, sell, advertise, promote or exploit Licensed Mark in a manner that may reduce the value of the Licensed Mark or detract from its reputation.

5. It is understood and agreed that nothing in this Agreement will be deemed in any way to constitute an assignment by Licensor of the Licensed Mark or of any rights therein, or to give Licensee any right, title or interest in and to the Licensed Mark (except the right to make use thereof as herein provided).

6. Licensee acknowledges that all information relating to the business and operations of Licensor which it acquires, learns or has learned during or prior to the term and after the expiration or other termination shall be confidential. The provisions of this paragraph and Licensee's obligations hereunder shall survive the expiration or termination of the term.

7. The Licensor has the right to control all aspects of the use of the Licensed Mark by the Licensee. More specifically, the Licensee agrees to use the Licensed Mark only according to the specifications of the Licensor as attached hereto. At least once a year, the Licensee agrees to submit all advertising copy and other art work to the Licensor for approval prior to being used. The Licensee agrees that it will not incorporate any other marks with the Licensed Mark unless specifically given authority to do so by the Licensor.

8. Licensee shall not use the Licensed Mark or any part hereof, as part of its corporate name or any trade name, nor shall Licensee join any name or names with the Licensed Mark so as to form a new mark.

8.1 With exception of such use as permitted in accordance with the terms and conditions of this Agreement, Licensee agrees and undertakes not to use or adopt, whether during the term of this Agreement or its extensions, as a trademark, service mark, tradename or corporate name, any work or symbol which, in the sole opinion of Licensor, is the same as or similar to the Licensed Mark. Licensee agrees and undertakes that after termination, of this Agreement not to use or adopt, as a trademark, service mark, tradename or corporate name, any word or symbol which, in the sole opinion of Licensor, is the same as or similar to the Licensed Mark.

9. The Licensor grants the right to the Licensee to use the Licensed Mark worldwide (hereinafter referred to as "Licensed Territory") under the Licensed Mark. Licensee shall use its best efforts to exploit the rights herein granted throughout the Licensed Territory and to sell "the goods" therein consistent with the high standards and prestige represented by the Licensed Mark.

10. Licensor hereby grants to Licensee a royalty, non-assignable, non-exclusive License to use the Licensed Mark *STEALTH* for ten (10) years ("term") from the date this agreement is signed by both parties. This license is renewable for one (1) more additional ten year term. Licensee must inform the licensor in writing at least (60) days before the termination of this agreement of its intent to renew and provide the Licensor with a \$250,000.00 (Two Hundred Fifty Thousand and 00/100 dollars) check which represents the royalty payment for the first year of the new term.

11. Licensor has the sole right to control the actual quality of the goods and/or services on which the Licensed Mark is used by Licensee. Licensee agrees to submit samples of the goods and/or services, or make available the goods and/or services for inspection by the Licensor which are sold under the licensed trademark, to Licensor for approval prior to being sold or used with the Licensed Mark at least once per year, on or about January 15th. If no objection is made by the Licensor within ten (10) days hereof, they shall be deemed approved for sale under the Licensed trademark.

11.1 It is specifically understood and agreed that Licensor's decision to give its approval pursuant to this Agreement may be based solely on Licensor's subjective standards and may be withheld in Licensor's sole and absolute discretion, however, Licensor shall not unreasonably uphold approval. Notwithstanding the foregoing, if Licensee timely submits the materials, for which Licensor's approval is required hereunder and Licensor fails to disapprove any of them within ten (10) business days after Licensor's receipt thereof, Licensor's approval shall be deemed given.

12. The Agreement may be amended, modified and varied only with a written instrument that necessitates the affixing of the signatures to the same by both of the respective parties, the Licensor and the Licensee. This Agreement contains the entire understanding of the parties relative to its subject matter, and shall not be waived, altered, amended, rescinded, in whole or in part, except by a written instrument signed by the parties. Paragraph captions do not alter or limit the terms of this Agreement. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois and venue, the parties agree, shall reside in Cook County, Illinois.

13. The Licensee agrees to pay the sum of \$250,000.00 (Two Hundred Fifty Thousand and NO/100 Dollars) to the Licensor upon execution of this License Agreement which is an advance against the 1st quarter 2005 royalty payment.

14. On a quarterly basis, or any portion thereof, the Licensee agrees to pay a royalty to the Licensor of 1% (two percent) of the gross selling price per quarter. Each payment is due on March 31st, June 30th, September 30th and December 31st.

15. The Licensee shall keep accurate books and records reflecting all revenues received as a result of use of the Licensed Mark. Within one month following the end of each calendar quarter, the Licensee will mail to the Licensor, by air mail, a report indicating the total revenues received by the Licensee for sales of the goods with the Licensed Mark for the preceding quarter. If a royalty is payable according to paragraph 14 at the time, the Licensee shall include a check for the amount of the royalties due. The minimum royalty payment of 1% per quarter will be due on the last day of each quarter.

15.2 The Licensee shall keep detailed books and records of all goods sold under the STEALTH Mark.

15.3 Licensee shall provide Licensor, upon request, with one (1) sample of the goods for quality control purposes.

16. All taxes stemming or originating from this license agreement, its registration or performance, exclusive of Licensor's income tax, if and whenever it may be applicable, should be born by Licensee. Licensee recognizes that it is independent of Licensor and as such, accepts full responsibility for the payment of any taxes as may be required by applicable regulations or statutes in the licensed territory.

17. The Licensee agrees to indemnify, defend and save harmless the Licensor from and against any and all product liability claims, suits, actions and proceedings by or against the Licensor that involve the Licensed Article(s).

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18. The Licensee shall advise Licensor promptly of any apparent infringement, imitation, illegal use or misuse of the licensed mark by third parties which come to the Licensee's attention or of any attempts to register conflicting marks which come to the Licensee's attention. The Licensor shall have the sole right, at its discretion, to bring proceedings against third parties, infringers etc.

19. Licensee shall cooperate fully with Licensor and its attorneys with respect to such action. The licensee waives any rights to recovery of damages from any third parties, the recoveries from those proceedings will be assigned to and afforded by and/or for the sole benefit of the party bringing the proceedings.

NOTICES

20. Any notice or other communication under this Agreement will be in writing and will be considered given when delivered personally sent by confirmed telefax or delivered by an overnight courier service (such as Federal Express etc.,) which requires the addressee to acknowledge receipt thereof or by certified mail, return receipt requested, to the parties at the addresses shown at the tip of this agreement, or at such other address as a party may specify by notice to the other.

21. This Agreement may be terminated by Licensor for good cause on not less than sixty (60) days advance written notice of discovery of said good cause. Good cause shall consist of any intentional act or conduct or repeated breach of a material term and condition contained in this Agreement, or the failure or refusal of Licensee to cure same, within thirty (30) days of the Licensor sending said written notice specifying said breach, any breach of material term and condition of the Agreement. Nothing contained in this paragraph will release any prior obligation of the Licensee or any requirement of the payment of monies to the Licensor as required by the terms of this agreement.

22. Neither the expiration nor termination of this Agreement shall prejudice any right, license or position of the Licensor that existed immediately prior to the execution of this Agreement.

23. Except as herein or by law provided, no agency, employment, joint venture or partnership relationship is created by this Agreement. The Licensee shall not have the right to act for the Licensor, or bind the Licensor in any manner or degree, or incur obligations or debts which would be binding on Licensor.

24. The terms of this agreement shall be concurrent with the status of Licensee and this agreement may be terminated as a material breach of this Licensing Agreement if Licensee fails to market, sell, or distribute "the goods" for a period of six months in duration during the entire term of this Agreement or any extension thereof.

24.1 In the event that the Licensee elects to no longer manufacture, store, advertise, sell or otherwise market (hereinafter collectively refer to as "market") "the goods" as herein described, the Licensee is obligated to immediately notify the Licensor of his intention to no longer market said goods in the stream of commerce. Failure and refusal of the Licensee to notify the Licensor of his intent to no longer market "the goods" will be considered a material breach of the terms and conditions of this Agreement and constitute good cause to terminate the entire Agreement or any extension thereof. All advances made against royalty payments are non refundable.

25. In the event of any dispute between Licensee and any other licensee of Licensor in the Territory with respect to the products covered by their respective licenses, such dispute shall be resolved in good faith by Licensor in its sole discretion.

26. If Licensee violates any provision of this Agreement which is evidenced by the Licensee filing or being filed against in an action that demonstrates that he has become insolvent, goes into liquidation or commits any act of bankruptcy, whether it occurs voluntarily or involuntarily, on a State or Federal Court or Administrative Proceeding(s), the Licensor may terminate this Agreement to become effective in thirty (30) days of sending said prior written notice. Upon termination hereof, the Licensee agrees to discontinue all use of the trademark within no less than six (6) months in order to allow Licensee to sell off its remaining inventories.

27. Licensee shall not use the mark in any manner detrimental to the Licensor and agrees that he will indemnify and hold the Licensor harmless from and against any and all claim(s) legal fees, etc., made or asserted against the Licensor which are in part or in whole based upon the Licensee's act(s), conduct, use or misuse of the mark or sale of the services in any manner. Parties agree that this agreement shall be governed by the laws of the State of Illinois, jurisdiction, the Northern District of Illinois. Any process in any action, suit or proceeding arising out of or relating to this agreement may, among other methods permitted by law, be served upon Licensee by delivering or mailing the same in accordance with the Notice provision in this agreement.

28. Licensee represents that he has full right, power and authority to enter into this Agreement and to perform all of its obligations hereunder and that the party signing on his behalf is duly authorized to do so.

29. Licensor represents that he has full right, power and authority to enter into this Agreement and to perform all of its obligations hereunder and that the party signing on his behalf is duly authorized to do so.

30. Each of Licensee and Licensor represents and warrants that it did not engage any broker in connection with this Agreement or the transactions contemplated hereby.

31. This Agreement shall inure to the benefit of and shall be binding upon the parties, Licensor's successors, transferees and assigns and Licensee's successors, transferees and assigns.

32. Nothing herein contained shall be construed to constitute the parties hereto as partners or as joint venturers, or either as partners or either as agent of the other, and Licensee shall have no power to obligate or bind Licensor in any manner whatsoever, it being intended by the parties hereto that Licensee's relationship to Licensor hereunder shall be as an independent contractor responsible for its own actions.

33. No waiver by either party, whether express or implied, of any provision of this Agreement, or of any breach or default thereof, shall constitute a continuing waiver of such provision or of any other provision of this Agreement.

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NOTIFICATION

FAX: 3102441512

MAR 18 2005 11:51 AM

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Mar 18, 05 12:47 P.10

34. If any provision or any portion of any provision of this Agreement shall be held to be void or unenforceable, the remaining provisions of this Agreement and the remaining portion of any provision held void or unenforceable in part shall continue in full force and effect provided, however, that no such determination shall excuse any accrued obligation for the payment of money.

35. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. If any words or phrases in this Agreement shall have been stricken out or otherwise eliminated, whether or not any other words or phrases have been added, this Agreement shall be construed as if those words or phrases were never included in this Agreement, and no implication or inference shall be drawn from the fact that the words or phrases were so stricken out or otherwise eliminate.

36. This document will not be binding on the Licensor or constitute a note or memorandum of the material terms of an agreement until Licensor has first received delivery of a copy executed on behalf of the licensee and executed on behalf of the Licensor.

37. This writing set forth the entire understanding between the parties with respect to the subject matter hereof, and no modification, amendment, waiver, termination or discharge of this agreement shall be binding upon the parties unless confirmed by a written instrument signed by the duly authorized signatory of each.

38. If Licensee does not receive an executed agreement by April 8, 2005, this agreement shall become null and void.

The undersigned, as evidenced by the affixing of their respective signature below, warrants that the respective signatory has read the entire Licensing Agreement and completely understands each term and condition of same and hereby agrees to accept the prescribed terms and conditions contained in this Licensing Agreement in their entirety without exception.

FILE NO.

This agreement may be signed in counterparts.

SETTLEMENT AGREEMENT, TRADEMARK LICENSE, AND RELEASE APPROVED AND PAYMENT ACKNOWLEDGED

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement and Trademark License by affixing their respective signatures below and dating same.

ACCEPTED AND AGREED:

LICENSOR:
RENTAMARK.COM

[Signature]
Representative of RENTAMARK.COM

Date: 03-18-05

LEO STONER
Signing Representative of RENTAMARK.COM
[PRINTED]

Date: 03-18-05

C:\MARKS41\SONY.NDY

LICENSEE:
SONY PICTURES ENTERTAINMENT

Representative of:
SONY PICTURES ENTERTAINMENT

Date: _____

Signing Representative of:
SONY PICTURES ENTERTAINMENT
[PRINTED]

Date: _____

TEL NO.

Mar 18.05 12:48 P.12

At the Patent and Trademark Office we have engaged in a diligent policing effort and have succeeded in successfully canceling or opposing the following STEALTH registrations and/or registrations:

WE SUCCESSFULLY POLICE OUR STEALTH PROPERTY

We have prevailed in opposing the following STEALTH marks:

- Adamilk Corporation, App. SN 76-141,681 for STEALTH VINE, Int. Cl. 28
- Airline Hydraulics Corp., App. SN: 76-607,617 for STEALTH MODE
- Alchemy Nonlines Ptd. Ltd., App. SN 75-784,063 for STEALTH, Inc. Cl. 6
- Aldridge, Chester, Opp. No: 91158759 for STEALTH CHESS.
- Aluminum Company of America for STEALTH/Int. Cl. 6
- Ameribag, Inc., App. SN 76-284,681 for THE STEALTHY HEALTHY BACK BAG
- American International Marketing App. SN 75-874,282 STEALTH Int. Cl. 28
- AMF Bowling, Inc., Opp. No. 91095733 for the mark STEALTH.
- Applied Sewing Resources, App. SN 74-468,963 for STEALTH
- Alta Mere Industries, Inc. App. SN 75-334,172 for STEALTH
- (Art) N for STEALTH Negative Phacologram/Int. Cl. 9
- Brentwood TV Funnies, App. 74-713,194 for STEALTH Warriors
- British Telecommunications, App. 75-711,176 for STEALTHGUARD
- Burros, David, App. SN 75-175,570 for STEALTH Trust
- Catena Networks, Inc., SN 75-833,189 for STEALTHDRIVE
- Changing By Design, Inc. App. SN 78-074,650 for STEALTH ROCKET Int. Cl. 12
- Condor Mfg Co., App. SN 75-753,820 for STEALTH Frame
- Covington Industries, Inc., Cancellation No: 92025669 for STEALTHWEAR Int. Cl. 25
- Crown Intern'l Inc., App. SN 74-643,872 for STEALTH
- D'Arcangelo & Co., App. SN 75-541,914 for STEALTH AUDIT
- Deer, Richard A., App. SN. 76-332,352 for STEALTH BOMBERS Int. Cl. 030
- Deas Creations, Inc., App. SN 75-318,512 for STEALTH
- Delaware Capitol Formation, Inc., SN 75-480,414 for STEALTH
- Dennis Braid, App. SN: 76-236,749 for STEALTH BELT
- Divergence Corporation, SN: 78-446,317 for STEALTH
- Diversity Lever, Inc., App. SN 75-752,455 for STEALTHDRY Cl 3
- Diversified Specialists, Inc., 74-205,517 for STEALTH Force/Int. Cl. 28
- Doc's Deer Farm and Scents. 75-932,731, 75-932,736 STEALTH
- Dow Agro Sciences LLC, App. 76-070,055 for STEALTH Cl. 5
- Duplicator Technologies, Reg. No. 1,769,729 for STEALTH FRICTION DRIVE DAMPENER
- Dynascan Corp., Opp. No. 88,906 for STEALTH
- Edurus, Inc., Opp. No. 91158609 for STEALTH PAINTBALL In Int. CL. 35

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Evox, Inc., Opp. No. 91154472, for *STEATHWARE*
 Fantom Technologies, App. SN 78-014,040, for *FANTOM STEALTH* Int. Cl. 07
 Flexible Mining Co. App. SN 75-762,791 for *LASER-CAST STEALTH* Int. Cl. 013
 Halliburton Energy Services, Inc., App. SN 76-117,194 for *STEALTH* Int. Cl. 013
 Heritage Mfg. Co., 74-735,867 *STEALTH* 9MM and 74-735,868 for *STEALTH* 9MM Shadow
 (assigned to us)
 Hyperstealth Biotechnology Corp., 75-731,216, for *HYPERSTEALTH*
 Innovative Transducers, Inc., Opposition No: 91102482 for *STEALTHARRAY*.
 Intelligence Quotient Intern'l, 74-499,718 for *STEALTH* Backup/Int. Cl. 9
 74-475,481 FOR *STEALTH* Inscription & 74-340,300 for *STEALTH* Technology
 (assigned to us)
 Jakks Pacific, Inc., App. SN 76-343,827 for *STEALTH THE LAMB*.
 Kom Networks Inc 76-165,811 for *STEALTHWORK*
 Koronis Pharmaceuticals, Inc., 78-183,108 for *STEALTH NUCLEOSIDES*
 Lane, Phillip C., 74-476,028 for *STEALTH* Squad/Int. Cl. 16 (assigned to us)
 Marathon Equipment Co., Reg. No. 2,486,860, for *STEALTH*
 Mattel, Inc., 78-009,784 for *STEALTH X-17* Cl. 28 for electric toy airplanes
 Mensaha Corp., 76-207,877 *STEALTH* GOLD in Int. Cl. 016
 Mitoto International Company, 75-519,919 for *STEALTH* in Int. Cl. 20
 Mittek Surgical Products, Inc., 74-662,565 for *STEALTH* Anchor/Int. Cl. 10
 Murray Canada, Inc., 74-204,943 for *GT STEALTH*, Int. Cl. 28
 Naan Sprinklers, 74-630,176 for *STEALTH* (assigned to us)
 National Molding, 74-734,680 for *STEALTH* (assigned to us)
 Northrop Grumman Corporation, 74-064,158 for *STEALTH BOMBER*
 Northrop Grumman Corporation, 74-064,160 for *STEALTH BOMBER*
 P. Audio America, Inc., 78-092,036 *STEALTH AUDIO SYSTEMS*
 Parker Athletic Ltd. 75-645,961 for *STEALTH* Int. Cl. 28
 Patmore Motor Werks, 75-106,684 for *STEALTH* Go-Ped
 Pentech Intl. Inc., App. SN 74-135,547 for *STEALTH*
 Persidea, Inc., App. SN: 78-065,310 for *STEALTH EDUCATION*.
 Pharmacia Corporation 76-16763 for *CAVERJECT* for *STEALTH*
 Prosthetic Design, Inc. App. SN 75-885,658 for *STEALTH* Int. Cl. 008. & 010
 Purina Mills, App. SN: 78-164,709 for *STEALTH* Int. Cl. 31
 Rab Electric Manufacturing, Inc. Opp. No. 105,396 for *STEALTH* Int. Cl. 11
 Radiant Labs, LLC., Opp. No. 91150624, for *STEALTH GUARD* Int. Cl. 3
 Reading Technologies of Delaware App. SN 76-310,026 for *STEALTH* Int. Cl. 007
 Republic Entertainment, 75-027,006; 74-733,576; 74-733,577; 74-733,578 *STEALTH* Force;
 Richmond Technology, 74-518,885 for *STEALTH* Wind
 Ri-Power, Inc., 74-617,716 for *STEALTH*/Int. Cl. 7

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Rosenhaus, Steven, 76-352,646, for *STEALTH*, Cl. 32
 Salsbury Fire Rescue, Opp. No. 124,726 for *STEALTH*
 Southern Thread, Inc., 78-081,330 for *STEALTH THREAD* Cl. 23
 Space Age Synthetics, Inc. 75-497,200 *STEALTH BOARD* 75-497,2000 Cl. 19
 Star Lock Systems, Inc. 76-012,327 for *STEALTH*, Int. Cl. 009
 Stealth Air Courier, Inc. 76-237,432 for *STEALTH AIR COURIER* Cl. 39
 Stealth Energy Co., 78-048,408 for *STEALTH ENERGY COMPANY* Cl. 37
 Stealth Hunter, Inc., 74-534,766 for *STEALTH Hunter* (assigned to us)
 Stealth Propulsion, 74-570,909 for *STEALTH Propulsion*
 Stealth Signal, Inc., 91156093, for *STEALTH SIGNAL*
 Stealthy Eye, 91150115 for *STEALTHY EYE*, Cl. 9
 Stevens Aviation Inc., 74-550,338 for *STEALTH*/Int. Cl. 42, et al.
 Steven Sims, Inc., 78-369,067 for *STEALTH LIMBSAVER*
 Sullivan, Michael R., 75-677,695 for *STEALTH ACCESS*/ Int. Cl. 042
 Swain Techniques Opp. No. 120,912, for *STEALTH COAT* Int. Cl. 040
 Target Therapeutics, Inc., Cancellation No: 92024441, for *STEALTH*
 Tenryu America, Inc. Opp. No. 119,206 for *STEALTH*
 The Dow Chemical Corporation, 74-455,644 for *STEALTH Port/Int. Cl. 9*
 Thomas Belts Intern'l, Inc., 75-494,772 for *STEALTH-TY*/ Int. Cl. 22
 Top of the Line, Inc., 75-561,926 for *STEALTHWING* Int. Cl. 28
 Underwood, Lowell A., 76-118,593 for *STEALTH HAMMER* Int. Cl. 12
 Union Special Corporation, 74-630,790 for Project *STEALTH*/Int. Cl. 7
 Universal Cellular, 74-101,729 for *STEALTH*
 Vermont Special Corp., 74-560,405 for *STEALTH Cache*
 Vertelink Corporation, 78-165,549 for *STEALTH TECHNOLOGY*, Int. Cl. 10
 Vestal, Jeffery Scout, 76-190,730 for *STEALTH*/ Int. Cl. 015
 Wellington Leisure Products, 74-581,134 for Wave *STEALTH*
 Whitlock, Scott, 78-044,062 for *STEALTH TRAX* Cl. 25
 Wild Planet Toys, Inc., 78-205,638 for *SPY STEALTH COMMUNICATORS*
 Williams, Jeff, 74-638,906 for *STEALTH Reflective System*
 Yomega Corp., 76-455,890 for *STEALTH SPIN TOPS* Cl. 28
 Zebco, 74-430,395 for *STEALTH*
 Zero Group, 74-556,690 for *STEALTH*

We have canceled the following *STEALTH* registrations:

American Promo Events, Reg. No. 1,734,007 for the mark *STEALTH*
 Biederman, Kelly & Shaffer, Inc., Reg. No. 1,694,788 for *STEALTH Marketing/Int. Cl. 35*
 Blue Boy Toys, Reg. No. 1,521,952 for *STEALTH*
 Cassidy & Associates, Reg. No. 1,846,141 for *STEALTH*

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- Charles Hayes, Reg. 1,717,010 for *STEALTH* assigned to us
- Oustafson, Inc. Reg. No. 1,586,483 for *STEALTH*
- Hobbico, Inc., Reg. 1,766,806 *STEALTH* (assigned to us)
- Mitsubishi, Reg. 1,650,227 for *STEALTH X100*
- Murray Canada, Inc., Reg. 1,793,751 for *GT STEALTH*
- Sirchie Fingerprint Labs, Reg. 1,538,007 for Nite *STEALTH*
- Turboair, Inc., Reg. No. 1,722,911 for *STEALTH 12/Int. Cl. 7*
- Radica China, Ltd., Reg. No. 2,269,113 for *STEALTH ASSAULT/Cl. 28* (assigned to us)

We have also prevailed in the District Court in the Northern District of Illinois in over 40 cases including some the following *STEALTH* trademark infringement actions:

- Stealth Industries, Inc. v. Victor Stanzel Co. and Target Stores / Case No. 95 C 1634
 - Stealth Industries, Inc. v. Graco Children's Products, Inc., and Toys "R" Us, Inc./Case No. 95 C 2650
 - Stealth Industries, Inc. v. Zebco, Inc., d/b/a Motor Guide, Wal-Mart Stores, Inc., K-Mart Corp., Sportmart, Inc. & Dogwood Canyon Nature Park Co., d/b/a Bass Pro Shops / Case No. 95 C 2651
 - Stealth Industries, Inc. v. All American Products, Inc., The Sports Authority, Inc. and Sportmart, Inc. / Case No. 95 C 4509
 - Stealth Industries, Inc. v. Oceanic (USA) / Case No. 95 C 5788 et al.
 - Leo D. Stoller v. Stan Ramirez, Louis Spartin, Specialty Materials & Manufacturing, Inc., The Stealth Corporation, John E. Carbaugh Jr. / Case No. 4-93CV-023-A
- et al.

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WHY OBTAIN A *STEALTH*® LICENSE...

Americans are brand conscious. More than 95 percent of all products sold in America are branded goods and more than \$120 billion is spent in advertising to create and maintain brand images for those products. The reason: Consumers' buying habits are tied to how they think and feel about a brand.

In today's competitive marketplace, the licensing of brand names for new products - essentially, borrowing an established brand name in order to sell more product - has become increasingly prevalent. Sales of licensed products in the U.S. now total more than \$151 billion a year and over 40% of all goods sold are licensed products.

The reasons are simple. Building a brand image for a new product is extremely costly. And there's no guarantee that an expensive brand image campaign will work. Licensing your products and services under an established trademark brings instant recognition and acceptance with your customers. Licensing endows your products and services with the power of the images carried by the brand name trademark, giving you the opportunity to:

- Introduce products more easily and enter the market from a position of strength.
- Achieve instant customer awareness and help increase market share without risking large marketing expenditures.
- Create instant enthusiasm and interest among your customers.
- Sell a greater volume of products or services due to your customers' increased interest.
- Sell your products or services for a greater profit margin.
- Avoid trademark litigation.

Licensing an established trademark for your products or services just makes good business sense. The enormous power of *STEALTH*® trademarks can mean instant buyer appeal for your products and services. As a *STEALTH*® licensee, you are part of a team company already marketing their products and services using *STEALTH*® trademarks. Their success is proof of what a *STEALTH*® license can do for you.

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STEALTH® LICENSING PROGRAM **Licensee Requirements**

As a prerequisite for becoming a **STEALTH®** licensee, a distributor, manufacturer or service company should consider the following requirements:

PRODUCT OR SERVICE CATEGORY:

An appropriate product category that would utilize and compliment the **STEALTH®** image.

MARKETING:

A proven track record of marketing.

RESOURCES:

Adequate resources - production, financial and manpower to undertake such an expanded program.

STYLING AND QUALITY:

Ability to ensure good styling and consistent quality products or services.

PRODUCTION:

Efficient manufacturing and/or sourcing to ensure on-time delivery of value packed products.

OBJECTIVES:

Long-term objectives of continued growth in sales and profits.

To an increasing extent, all types of buyers, including buyers for mass market retail outlets, are demanding brand names with image. Their customers want established brand names as a guarantee of quality, value and good styling. More and more manufacturers are being encouraged to provide brand names in order to maintain and expand their market position. Some companies who already have one or more brand names are seeking additional identification programs due to their demonstrated success with branded goods and services. Others, who have no brands or the wrong brands, need a brand to survive.

For companies that qualify, the **STEALTH®** brand could be the answer.

STEALTH® LICENSING PROGRAM

See Rentamark famous brands available for licensing at
www.rentamark.com

The nature of the major terms of the License Agreement are indicated hereunder.

ROYALTY RATE:

Royalty rates are a negotiable percent of the sale price charged by Licensee for each licensed product and/or service sold.

TERM OF AGREEMENT:

Basic life of agreement coordinated with requirements of product development; usually three or more contract years, with the first contract year being long enough to allow "start-up" time.

MINIMUM SALES:

Minimum sales target projections mutually determined.

MINIMUM ROYALTIES:

Annual guaranteed minimum royalty realistically assessed.

ADVANCE PAYMENT:

A reasonable portion of the Minimum Royalties (not an additional fee).

RENEWALS:

Renewal terms based on performance to capitalize upon success of the program.

LICENSING *STEALTH*® ENABLES YOU TO

- * DIFFERENTIATE AMONG PARTY PRODUCTS
- * ENJOY EASIER TRADE ACCEPTANCE
- * JUSTIFY A PREMIUM PRICE POINT
- * GENERATE QUICK CONSUMER TRIAL
- * ACHIEVE SIGNIFICANT MARKET SHARE QUICKLY
- * AVOID TRADEMARK LITIGATION

***STEALTH*®, *SENTRA*® and *TERMINATOR*®**

D/B/A

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Contact us about representing and licensing your brand

PROTECT YOUR COMPANY'S ASSETS WITH A RENTAMARK® BRAND TRADEMARK LICENSE

Pick the wrong name for your new product or service and you stand to LOSE BIG TIME! That's what lots of companies learn when they find themselves on the wrong side of a trademark infringement action. Over \$2 billion was spent last year in litigation and legal expenses due to misuse of trademarks. And it's not only the Fortune 500 firms who get hurt. It's the small to mid-size companies with little experience in trademark law, who often don't find out until an attorney sends a warning letter to "cease and desist" or you get served with a Federal Trademark infringement lawsuit.

Any company can pay hundreds of thousands of dollars in legal expenses fighting an infringement suit with no guarantee of success. If you lose, you'll not only have to rename your product, reprint all the sales literature, and redo the advertising, you'll also suffer a major loss of credibility with your customers and possibly owe treble damages to the winner and attorneys' fees. For many, the enormous legal expenses of defending a trademark dispute can literally mean the END OF YOUR BUSINESS.

Now you can protect your business with a RENTAMARK® famous brand trademark license agreement. Merely choose a RENTAMARK® brand famous trademark for use on your product or service and allow RENTAMARK® to police and protect the trademark.

Some of our famous brand names include, but are not limited to:

- SENTRA®**
- STEALTH®**
- DARK STAR®**
- TERMINATOR®**
- AIRFRAME®**
- FIRE POWER®**
- NIGHT STALKER®**
- STRADIVARIUS®**
- TRILLIUM®**

Visit our website at: **WWW.RENTAMARK.COM**