

John Wooden's Last Loss and the Power of Trademark

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If you have even a remote interest in college basketball, you know the name John Wooden. In a society in which superlatives such as "superstar" and "awesome" are thrown around with such reckless abandon as to deprive them of meaning, John Wooden truly qualifies for the adjective so often attached to his name -- "legendary."

In his 40 years as head coach for the UCLA men's basketball team, Wooden compiled a record that included a record 38 straight tournament wins, an NCAA record consecutive winning streak of 88 games over 4 seasons, an .813 career winning percentage, and an unprecedented 10 national championships.

In 1976, the Los Angeles Athletic Club was looking to establish the college basketball equivalent of football's Heisman trophy -- a nationally prestigious award to be conferred upon the best basketball player in the nation. Naturally, the LAAC chose to name the award after John Wooden. The John R. Wooden Award quickly fulfilled the visions of its founders. John Wooden signed over the right to use his name to the LAAC, which trademarked it as soon as the ink on the contract was dry.

In January, 2005, Coach Wooden sought to influence another group for the better by working with a group known as Athletes for a Better World to recognize an athlete, regardless of sport, for contributions outside of the game. The award was dubbed The Wooden Cup. The LAAC balked, citing a violation of its trademark.

Still able to size up the opposition after so many years removed from sport, John Wooden conceded. He recognized the superior rights of the LAAC to his own name and walked away rather than participate in what would have been a long, expensive, draining, and ultimately demeaning legal battle. For purposes other than submitting a passport application, John Wooden had given up rights to his name...and he's not alone.

Every day, companies sign away valuable rights to their brand, logo, products, and services, thinking only of the immediate goal of the contract, rather than about the long term implications. Considering the marketing dollars routinely spent on building a brand, these contracts are frequently nothing short of a disaster. To lose control of one's brand is akin to opening the door of your home to a thief. Here, however, you will be forced to watch in the light of day as the thief legally makes off with the fruits of your labor.

More than perhaps any other contract, companies must be judicious and precise when granting licenses to their intellectual property. Oral agreements or poorly drafted written ones can haunt a business long after the short term benefits of the deal have been exhausted.

Just ask John Wooden.