

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

UNITED STATES SOCCER FEDERATION, INC.,)	
)	
Plaintiff,)	Civil Action No.
)	
v.)	Judge
)	
TSA STORES, INC.,)	Jury Trial Demanded
)	
Defendant.)	

**COMPLAINT FOR TRADEMARK INFRINGEMENT, UNFAIR COMPETITION,
TORTIOUS INTERFERENCE AND RELATED STATE AND COMMON LAW CLAIMS**

Plaintiff United States Soccer Federation, Inc. (“U.S. Soccer” or “Plaintiff”), by and through its attorneys, Norvell IP LLC, alleges the following as and for its Complaint For Trademark Infringement, Unfair Competition, Tortious Interference and Related State and Common Law Claims against defendant TSA Stores, Inc. (“TSA” or “Defendant”):

NATURE OF ACTION

1. U.S. Soccer is the governing body of soccer in all its forms in the United States. U.S. Soccer is also the exclusive, worldwide owner of all rights, title, and interest to the trademarks, trade names, service marks, logos, designs, seals, symbols, emblems, and other intellectual property for all United States National Teams and their uniforms, marks and designs. The goodwill and consumer recognition associated with U.S. Soccer’s trademarks are among its most valuable assets and U.S. Soccer takes care to protect those assets. For example, U.S. Soccer *only* permits one sporting goods retailer to use its marks on an *exclusive* basis. This retailer is considered an official sponsor of U.S. Soccer. In addition, U.S. Soccer enters into agreements with all of the United States National Team players, both men’s and women’s

through their respective player associations, prohibiting the players from making any endorsements or commercial appearances, or consenting to the use by any third party of their image or likeness, in which they appear in the official team uniform, or in any other attire bearing the marks and logos of U.S. Soccer, without the prior written consent and approval of U.S. Soccer.

2. TSA is a sporting goods retailer that operates under the name The Sports Authority and sells, *inter alia*, soccer equipment and apparel. TSA has begun airing advertisements around and during the 2010 FIFA World Cup and on the Internet (Facebook, Youtube) that include slow motion close-ups of the official crest and logo of U.S. Soccer, as well as related marks, and depicts a United States National Team member wearing the official team uniform, all without the consent of U.S. Soccer.

3. In addition to being an unfair and unjust business practice, TSA's misuse of U.S. Soccer's marks, logos and uniforms is likely to cause confusion, mistake and deception among consumers and give the false impression that U.S. Soccer has an authorized relationship with TSA, which it most clearly does not. TSA's actions therefore infringe upon U.S. Soccer's federal trademark rights, in violation of the Lanham Act (15 U.S.C. § 1114). TSA's actions also constitute unfair competition in violation of both federal (15 U.S.C. § 1125(a)) and state (815 Ill. Comp. Stat. 505/1 *et seq.* & 510/1 *et seq.*) statutes, and unfair competition and unjust enrichment in violation of Illinois common law.

4. Moreover, TSA also tortiously interfered with U.S. Soccer's contractual agreement with the player depicted in TSA's advertisement. As noted above, U.S. Soccer has entered into a collective bargaining agreement with the United States National Team Players Associations, which prohibits all of the United States National Team players from making any

endorsements or commercial appearances without the prior written consent and approval of U.S. Soccer. Notwithstanding these contracts, TSA encouraged and, upon information and belief, paid a National Team member to participate in its advertisement without the express approval of U.S. Soccer. Such conduct constitutes tortious interference in the contractual relations of another in violation of Illinois common law.

5. Accordingly, U.S. Soccer seeks: (1) an order declaring that TSA has committed these federal and state violations; (2) a temporary restraining order, preliminary injunctive relief and permanent injunctive relief prohibiting TSA from using U.S. Soccer's marks or any other confusingly similar marks; (3) entry of an award of damages to U.S. Soccer including actual damages or TSA's profits pursuant to 15 U.S.C. §§ 1117 and 1125(d); (4) treble and punitive damages; (5) pre-judgment interest for any damages awarded; (6) costs of suit incurred herein; (7) U.S. Soccer's attorneys' fees reasonably expended in this action; and (8) such other and further relief as the Court deems just and appropriate under the circumstances.

PARTIES

6. U.S. Soccer is, and at all times relevant hereto was, a New York not-for-profit corporation with its principal place of business in Chicago, Illinois.

7. Upon information and belief, TSA is, and at all times relevant hereto was, a Delaware corporation with its principal place of business in Englewood, Colorado.

JURISDICTION AND VENUE

8. This Court has subject matter jurisdiction over this action pursuant to the Lanham Act, 15 U.S.C. § 1121, and 28 U.S.C. § 1331 (federal question jurisdiction), § 1338(a) and (b) (jurisdiction over trademark and unfair competition claims) and § 1367 (supplemental jurisdiction).

9. This Court also has subject matter over this action pursuant to 28 U.S.C. § 1332, as U.S. Soccer and TSA are diverse parties that are citizens of different states, and the amount in controversy exceeds \$75,000.

10. This Court has personal jurisdiction over TSA because it actively solicits and engages in business in Illinois and this Judicial District, including, but not limited to, being registered to do business in Illinois, owning and operating thirty-one stores in Illinois, including four stores within the city of Chicago, and maintaining a registered agent for service of process in Illinois.

11. Venue is proper in this Court under 28 U.S.C. §§ 1391(b) and (c) because this Court has personal jurisdiction over TSA, and because a substantial part of the events giving rise to the claims alleged herein occurred in this Judicial District.

FACTUAL ALLEGATIONS

United States Soccer Federation, Inc.

12. Founded in 1913, U.S. Soccer is the national governing body for all soccer in the United States, and fields all national teams, including the Men's National Team ("MNT" or "National Team"), which is the professional soccer team that represents the United States at international competitions, including, but not limited to, the FIFA World Cup.

13. Over the last several decades, soccer in the United States has grown into an extremely popular sport. The United States has hosted three World Cups, the National Team is currently playing in its sixth consecutive FIFA World Cup, and the Women's National Team has won two Women's World Cups and two Olympic gold medals. These high-profile events have increased interest in the sport, as well as soccer equipment and merchandise, including official U.S. Soccer gear, the sales of which have increased significantly over the last several years.

14. Moreover, the 2010 FIFA World Cup, which began on June 11, 2010, has garnered impressive television ratings. The National Team's opening game against England on Saturday, June 12, 2010, drew more than 17 million viewers worldwide and exceeded the viewership both of the first four games of the NBA championship series and of the NHL's Stanley Cup finals.

U.S. Soccer's Registered Mark

15. As part of the worldwide development of its brand, U.S. Soccer is the exclusive, worldwide owner of all rights, titles, and interest to the trademarks, trade names, service marks, logos, designs, seals, symbols, emblems, and other intellectual property for all United States National Teams and their uniforms, marks and designs, including those of the National Team. Indeed, U.S. Soccer owns approximately 15 registrations for marks covering various goods and services relating to, *inter alia*, U.S. Soccer and the United States National Teams.

16. Specifically, and particularly relevant to this dispute, U.S. Soccer has registered the following trademark with the United States Patent and Trademark Office (referred to herein as "U.S. Crest Logo Mark"):



U.S. Soccer filed its trademark application for the U.S. Crest Logo Mark on January 27, 1995 and registered the trademark on April 29, 1997, as U.S. Trademark No. 2,058436. The mark is

legally and validly registered for a wide range of goods and services, including but not limited to clothing, namely polo shirts, entertainment in the nature of soccer exhibits and games and association services, namely promoting the interests of member soccer clubs, scheduling games, and promoting interest in soccer. Attached hereto as Exhibit A is a true and correct copy of the trademark registration certificate for the U.S. Crest Logo Mark.

17. The National Team uniforms prominently feature the U.S. Crest Logo Mark. The following is an example of the current “away” uniform displaying that mark:



18. U.S. Soccer has registered the U.S. Crest Logo Mark for other goods and services and has registered other similar marks featuring the words US SOCCER and/or similar design elements. These marks are legally and validly registered on the Principal Register of the United States Patent and Trademark Office. Attached hereto as Exhibits B through I are true and correct

copies of the trademark registration certificates for these other marks. The U.S. Crest Logo Mark and these other marks are referred to herein as the “U.S. Soccer Marks.”

19. Pursuant to 15 U.S.C. § 1057(b), U.S. Soccer’s federal registration certificates are prima facie evidence of the validity of its U.S. Soccer Marks as well as U.S. Soccer’s ownership and exclusive right to use its U.S. Soccer Marks in connection with the goods and services identified in the registration certificates. Moreover, U.S. Soccer’s federal registration for the U.S. Crest Logo Mark is incontestable under 15 U.S.C. § 1065. U.S. Soccer’s incontestable registration is conclusive evidence of the validity of the mark listed in the registration, U.S. Soccer’s ownership of the mark, and U.S. Soccer’s exclusive right to use the mark in commerce in connection with the identified goods.

20. TSA had constructive notice of U.S. Soccer’s ownership of federally registered rights to the U.S. Crest Logo mark under 15 U.S.C. § 1072, at least as of April 29, 1997.

21. U.S. Soccer has spent a great deal of time, money and effort in the promotion of soccer in the United States, raising the level of awareness regarding United States soccer in the world and establishing public recognition of the U.S. Soccer Marks, such that the public will identify them with the U.S. Soccer and the National Team. For example, U.S. Soccer has extensively used the U.S. Soccer Marks on its website at www.usoccer.com and in promotions for events involving the National Team, like the 2010 FIFA World Cup.

22. As a result of these efforts, the U.S. Soccer Marks are some of U.S. Soccer’s most valuable assets.

U.S. Soccer's Agreements With National Team Members

23. The National Team uniforms are provided to National Team members and are only intended to be used or worn during officially sanctioned U.S. Soccer events and games or with the express written consent of U.S. Soccer.

24. In fact, U.S. Soccer entered into a collective bargaining agreement with the players' union, the United States National Soccer Team Players Association, that limits the players' abilities to endorse, market or promote products, including through the wearing of the National Team uniforms. Specifically, the parties' contract provides:

(a) Because of [U.S. Soccer's] concern that the public might be misled to believe that a particular product or event is endorsed or sponsored by [U.S. Soccer] and the need of [U.S. Soccer] to preserve its reputation and integrity as the National Governing Body for the sport of soccer in the United States, Player agrees that Player shall not:

(i) use the name or logos of the Team or [U.S. Soccer] for any purpose . . .

(ii) use any uniform of the Team or [U.S. Soccer] for any purpose other than appearing in a match as requested by [U.S. Soccer] unless Player shall have received prior written consent and approval of [U.S. Soccer.] . . .

(iii) make any endorsements or commercial appearances, sponsor any products, or use or consent to use by any third party of any name, picture or likeness of Player in which Player appears, either alone or with others, in the official Team uniform, or any attire which closely resembles or is confusingly similar to the official Team uniform, or in any attire whatsoever bearing or displaying the marks and/or logos of either [U.S. Soccer] or the Team unless Player(s) shall have received the prior written consent and approval of [U.S. Soccer.] . . .

(v) engage in marketing efforts, alone or with others, as the Team or in his capacity as a Team player that will lead someone to believe that [U.S. Soccer] has endorsed a business, product or service. Nothing in this Agreement shall be deemed to give any Player or the Players Association the right, without [U.S. Soccer's]

prior written consent, to state or imply that [U.S. Soccer] has endorsed a product, service, or business.

25. The contract between U.S. Soccer and the National Team players (including Taylor Twellman) is, and has been at all relevant times hereto, in full force and effect and does not terminate until December 31, 2010.

U.S. Soccer's Official Sponsors

26. As noted in U.S. Soccer's agreement with the National Team players, U.S. Soccer is and has always been concerned about protecting its reputation and integrity regarding the products and/or events that it endorses and/or sponsors. To that end, U.S. Soccer has identified certain "official" sponsors, including an official Sporting Goods Retailer – Dick's Sporting Goods ("Dick's") – to which U.S. Soccer licenses its property on an exclusive basis. U.S. Soccer has clearly identified these official sponsors on its website at <http://www.ussoccer.com/About/Sponsors.aspx> (last visited June 16, 2010).

27. Dick's is exclusively licensed to, *inter alia*, use U.S. Soccer's trademarks, including the U.S. Soccer Marks at issue in this litigation, "in both national and local market advertising, marketing, and promotional campaign collateral material" and "the likeness of approved [U.S. Soccer] Team athletes."

TSA's Unauthorized Use Of The U.S. Crest Logo Mark And The National Team Uniform

28. Upon information and belief, TSA is a retailer specializing in sporting goods that operates approximately 450 stores in 45 U.S. states under the name "The Sports Authority". TSA also sells products on its website, www.sportsauthority.com.

29. Recently, U.S. Soccer became aware that TSA was running an advertisement that featured a member of the National Team who is still under contract with U.S. Soccer, as well as the National Team uniform prominently displaying the U.S. Crest Logo Mark. Upon

information and belief, TSA planned to and did run this advertisement during the United States versus England game of the 2010 FIFA World Cup on Saturday, June 12, 2010.

30. As noted, TSA's advertisement features a National Team member, Taylor Twellman, together with retired NFL star Michael Strahan. Mr. Twellman and Mr. Strahan were pictured wearing official National Team uniforms and the advertisement featured several close-up shots of U.S. Crest Logo Mark on the uniform and a soccer ball in slow motion. Still images from these close-up shots are shown below compared to the U.S. Crest Logo Mark:



U.S. Soccer did not give TSA permission to display these logos or to allow Mr. Twellman to appear in this advertisement “in the official Team uniform, or any attire which closely resembles

or is confusingly similar to the official Team uniform, or in any attire whatsoever bearing or displaying the marks and/or logos of either [U.S. Soccer] or the Team.”

31. Moreover, TSA’s use of the U.S. Crest Logo Mark and the National Team uniform interferes with U.S. Soccer’s contract with Dick’s, and Dick’s exclusive right to use the U.S. Soccer Marks. In fact, U.S. Soccer’s agreement with Dick’s specifically identifies TSA as a competitor of Dick’s and as an entity that cannot be granted any marketing rights by U.S. Soccer.

32. After learning of TSA’s unauthorized use of the U.S. Crest Logo Mark and the National Team uniform, U.S. Soccer sent a cease and desist letter to TSA on June 11, 2010, demanding that TSA “immediately and permanently cease and desist the distribution, advertising, display or other use of any advertisements or other material depicting U.S. Soccer’s intellectual property, including but not limited to the Men’s National Team uniform.”

33. Moreover, U.S. Soccer informed TSA that: (a) U.S. Soccer holds exclusive ownership in the U.S. Crest Logo Mark and the National Team’s uniform, mark and design and had not authorized TSA to use such marks; (b) U.S. Soccer has an agreement with the National Team players, including Mr. Twellman, prohibiting them from appearing in advertisements without the express approval of U.S. Soccer and, again, U.S. Soccer had not given any member or member of the National Team permission to appear in TSA’s advertisements; and (c) U.S. Soccer has an exclusive marketing agreement with Dick’s, with which TSA’s advertisement directly interfered.

34. Despite receiving this letter on June 11, 2010, TSA authorized the broadcast of the infringing advertisement on June 12, 2010 during the United States and England match of the 2010 FIFA World Cup that day. As discussed above, this match drew a significant television audience worldwide.

35. On June 16, 2010, TSA responded in writing to U.S. Soccer's June 11, 2010 cease and desist letter and indicated that it would not cease the broadcast of the advertisement.

36. U.S. Soccer has been informed that TSA plans to have the infringing advertisement aired again during the United States versus Slovenia match of the 2010 FIFA World Cup, which is scheduled to be broadcast on ESPN and ESPN2 on Friday, June 18, 2010 at 9:00 a.m. Central Daylight Time.

37. Upon further information and belief, TSA has unjustly profited, and continues to profit unjustly, by displaying without authorization the U.S. Crest Logo Mark and the National Team uniform in the infringing advertisement.

FIRST CLAIM FOR RELIEF

(Trademark Infringement under the Lanham Act – 15 U.S.C. § 1114(1))

38. U.S. Soccer repeats and re-alleges the allegations made in Paragraphs 1 through 37 as if fully stated herein.

39. As stated above, U.S. Soccer owns the U.S. Soccer Marks of which TSA is and has been aware.

40. TSA has displayed, and continues to display, the U.S. Crest Logo Mark in its advertisements without a valid license or the consent of U.S. Soccer. TSA's actions are likely to have caused and will continue to cause confusion, mistake and deception both among consumers intending to purchase official U.S. Soccer sporting goods and as to the affiliation, connection, sponsorship, partnership and/or association of TSA with U.S. Soccer. TSA's actions are in violation of 15 U.S.C. § 1114(1).

41. By committing these acts, TSA has willfully infringed the U.S. Soccer Marks and TSA had deprived and continues to deprive U.S. Soccer of the ability to control the consumer

perception of its brands, placing the valuable reputation and goodwill of U.S. Soccer in the hands of TSA, over whom U.S. Soccer has no control.

42. TSA's willful infringement of the U.S. Soccer Marks has caused, and will continue to cause, U.S. Soccer to suffer damages in an amount to be determined at trial.

43. TSA's willful infringement of the U.S. Soccer Marks has also caused, and, if not permanently enjoined, will continue to cause, U.S. Soccer to suffer irreparable harm.

SECOND CLAIM FOR RELIEF

(Unfair Competition under the Lanham Act – 15 U.S.C. § 1125(a))

44. U.S. Soccer repeats and re-alleges the allegations made in Paragraphs 1 through 43 as if fully stated herein.

45. TSA's use of the U.S. Soccer Marks and the National Team uniform, which consumers currently exclusively associate with U.S. Soccer, in its advertisement has likely caused and will continue to cause confusion, mistake and deception among consumers intending to purchase official U.S. Soccer sporting goods as to the affiliation, connection, sponsorship, partnership and/or association of TSA with U.S. Soccer. TSA's actions are in violation of 15 U.S.C. § 1125(a).

46. By committing these acts, TSA has willfully infringed the U.S. Soccer Marks and its rights in the National Team Uniform and TSA has deprived and continues to deprive U.S. Soccer of the ability to control the consumer perception of its brand, placing the valuable reputation and goodwill of U.S. Soccer in the hands of TSA, over whom U.S. Soccer has no control.

47. As a result of its conduct, TSA has willfully caused, and will continue to cause, U.S. Soccer to suffer damages. Moreover, TSA has and will continue to profit from its acts of unfair competition.

48. TSA's acts of unfair competition have also caused, and, if not preliminarily and permanently enjoined, will continue to cause, U.S. Soccer to suffer irreparable harm.

THIRD CLAIM FOR RELIEF

(Tortious Interference with Contractual Relations – Illinois Common Law)

49. U.S. Soccer repeats and re-alleges the allegations made in Paragraphs 1 through 48 as if fully stated herein.

50. U.S. Soccer has a valid and enforceable contract with members of the National Team, including Taylor Twellman, who appeared in TSA's advertisement.

51. TSA is and has been aware of this contract.

52. TSA has committed, and continues to commit, an intentional and unjustified inducement of a breach of this contract by encouraging and, upon information and belief, paying Taylor Twellman to participate in TSA's advertisement without the express approval of U.S. Soccer.

53. TSA's wrongful conduct has caused, and will continue to cause, Taylor Twellman to breach this contract.

54. TSA's wrongful conduct has caused, and will continue to cause, U.S. Soccer to suffer damages in an amount to be determined at trial.

55. TSA's wrongful conduct has also caused, and, if not permanently enjoined, will continue to cause, U.S. Soccer to suffer irreparable harm.

FOURTH CLAIM FOR RELIEF

(Unfair Competition – Illinois Uniform Deceptive Trade Practices Act)

(815 Ill. Comp. Stat. 510/1 *et seq.*)

56. U.S. Soccer repeats and re-alleges the allegations made in Paragraphs 1 through 55 as if fully stated herein.

57. TSA has displayed, and continues to display, the U.S. Crest Logo Mark and the National Team uniform in its advertisement without a valid license or the consent of U.S. Soccer. TSA's actions are likely to have caused and will continue to cause confusion, mistake and deception both among consumers intending to purchase official U.S. Soccer sporting goods and as to the affiliation, connection, sponsorship, partnership and/or association of TSA with U.S. Soccer. These actions violate 815 Ill. Comp. Stat. 510/1 *et seq.*

58. Because TSA had actual and constructive notice of U.S. Soccer's prior use of and rights in the U.S. Crest Logo Mark and the other U.S. Soccer Marks before it ran its advertisements, TSA willfully engaged in unfair trade practices in violation of Illinois law.

59. TSA's wrongful conduct has caused, and, if not permanently enjoined, will continue to cause, U.S. Soccer to suffer irreparable harm.

60. TSA's wrongful conduct has also caused U.S. Soccer to suffer and continue to suffer commercial damages and other pecuniary harm.

FIFTH CLAIM FOR RELIEF

(Unfair Competition – Illinois Consumer Fraud and Deceptive Business Practices Act)

(815 Ill. Comp. Stat. 505/1 *et seq.*)

61. U.S. Soccer repeats and re-alleges the allegations made in Paragraphs 1 through 60 as if fully stated herein.

62. TSA has displayed, and continues to display, the U.S. Crest Logo Mark and the National Team uniform in its advertisement without a valid license or the consent of U.S. Soccer. TSA's actions are likely to have caused and will continue to cause confusion, mistake and deception both among consumers intending to purchase official U.S. Soccer sporting goods and as to the affiliation, connection, sponsorship, partnership and/or association of TSA with U.S. Soccer. These actions violate 815 Ill. Comp. Stat. 505/1 *et seq.*

63. TSA's wrongful conduct has caused, and will continue to cause, U.S. Soccer to suffer damages in an amount to be determined at trial.

64. TSA's wrongful conduct has also caused, and, if not permanently enjoined, will continue to cause, U.S. Soccer to suffer irreparable harm.

SIXTH CLAIM FOR RELIEF

(Unfair Competition – Illinois Common Law)

65. U.S. Soccer repeats and re-alleges the allegations made in Paragraphs 1 through 64 as if fully stated herein.

66. TSA has displayed, and continues to display, the U.S. Crest Logo Mark and the National Team uniform in its advertisement without a valid license or the consent of U.S. Soccer. TSA's actions are likely to have caused and will continue to cause confusion, mistake and deception both among consumers intending to purchase official U.S. Soccer sporting goods and as to the affiliation, connection, sponsorship, partnership and/or association of TSA with U.S. Soccer.

67. TSA's wrongful conduct has caused, and will continue to cause, U.S. Soccer to suffer damages in an amount to be determined at trial.

68. TSA's wrongful conduct has also caused, and, if not permanently enjoined, will continue to cause, U.S. Soccer to suffer irreparable harm.

SEVENTH CLAIM FOR RELIEF

(Unjust Enrichment – Illinois Common Law)

69. U.S. Soccer repeats and re-alleges the allegations made in Paragraphs 1 through 68 as if fully stated herein.

70. Upon information and belief, TSA has received, and continues to receive, a pecuniary and/or other benefit by displaying the U.S. Crest Logo Mark and the National Team uniform in its advertising.

71. U.S. Soccer has been, and will continue to be, deprived of pecuniary and/or other benefits by TSA's unauthorized use of the U.S. Crest Logo Mark and the National Team uniform.

72. TSA's retention of a benefit obtained through the unauthorized or infringing use of the U.S. Crest Logo Mark and the National Team uniform would be unjust.

PRAYER FOR RELIEF

WHEREFORE, U.S. Soccer prays for the entry of a temporary restraining order and a preliminary injunction enjoining TSA's improper conduct as alleged above and for a final judgment that provides for the following findings and orders the following relief:

- A. TSA has infringed U.S. Soccer's trademark rights in the U.S. Soccer Marks;
- B. TSA has tortiously interfered with U.S. Soccer's contractual relations with Taylor Twellman;
- C. TSA has engaged in unfair competition by improperly using the U.S. Crest Logo Mark and the National Team uniform in its advertisement;

- D. TSA has unjustly received a pecuniary and/or other benefit, and denied the same to U.S. Soccer, by improperly using the U.S. Crest Logo Mark and the National Team uniform in its advertisement;
- E. Entry of a permanent injunction prohibiting TSA from using any of the U.S. Soccer Marks or any other confusingly similar marks;
- F. Entry of an award of damages to U.S. Soccer including actual damages or TSA's profits pursuant to 15 U.S.C. §§ 1117 and 1125(d) and 815 ILCS 505/10a et seq.;
- G. Treble and punitive damages;
- H. Pre-judgment interest for any damages awarded;
- I. The costs of suit incurred herein;
- J. U.S. Soccer's attorneys' fees reasonably expended in this action; and
- K. Such other and further relief as the Court deems just and appropriate under the circumstances.

JURY DEMAND

U.S. Soccer demands trial by jury on all issues.

Dated: June 17, 2010

Respectfully submitted,

/s/ Joseph V. Norvell

Joseph V. Norvell (Reg. No. 6225747)

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Attorneys for Plaintiff United States Soccer
Federation, Inc.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing COMPLAINT FOR TRADEMARK INFRINGEMENT, UNFAIR COMPETITION, TORTIOUS INTERFERENCE AND RELATED STATE AND COMMON LAW CLAIMS AND EXHIBITS A-I were electronically filed on June 17, 2010 through the Court's electronic filing and served upon the following:

TSA Stores, Inc.
Registered Agent: C T Corporation Systems
208 South LaSalle Street, Suite 814
Chicago, Illinois 60604

This 17th day of June, 2010.

/s/ Joseph V. Norvell
An Attorney for Plaintiff United States Soccer Federation, Inc.

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

UNITED STATES SOCCER)	
FEDERATION, INC.,)	
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Plaintiff,)	No.
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v.)	
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TSA STORES, INC.,)	
)	
Defendant.)	

**INDEX OF EXHIBITS TO
COMPLAINT FOR A TEMPORARY RESTRAINING ORDER AND OTHER RELIEF**

<u>Tab</u>	<u>Document</u>
A.	Trademark Certificate Reg. No. 2,058,436
B.	Trademark Certificate Reg. No. 1,192,928
C.	Trademark Certificate Reg. No. 1,975,699
D.	Trademark Certificate Reg. No. 2,157,799
E.	Trademark Certificate Reg. No. 2,235,888
F.	Trademark Certificate Reg. No. 2,327,950
G.	Trademark Certificate Reg. No. 2,702,781
H.	Trademark Certificate Reg. No. 2,702,785
I.	Trademark Certificate Reg. No. 3,052,315

EXHIBIT A

Int. Cls.: 16, 18, 20, 25, 26, 28, 35, 41 and 42

Prior U.S. Cls.: 1, 2, 3, 5, 13, 22, 23, 25, 29,
32, 37, 38, 39, 40, 41, 42, 50, 100, 101, 102 and
107

Reg. No. 2,058,436

United States Patent and Trademark Office

Registered Apr. 29, 1997

Corrected

OG Date Mar. 18, 2003

TRADEMARK
SERVICE MARK
PRINCIPAL REGISTER



UNITED STATES SOCCER FEDERATION, INC. (NEW YORK NOT-FOR-PROFIT CORPORATION),
1801-1811 S. PRAIRIE AVENUE
CHICAGO, IL 60616

THE LINING IS A FEATURE OF THE MARK AND NOT INTENDED TO INDICATE COLOR.

FOR: CALENDARS, POSTCARDS, BROCHURES AND MAGAZINES, BOOKS AND JOURNALS DEALING WITH THE SPORT OF SOCCER, IN CLASS 16 (U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

FIRST USE 1-0-1995; IN COMMERCE 1-0-1995.

FOR: ATHLETIC BAGS, IN CLASS 18 (U.S. CLS. 1, 2, 3, 22 AND 41).

FIRST USE 1-0-1995; IN COMMERCE 1-0-1995.

FOR: PLASTIC ITEMS, NAMELY, CUPS, SOUVENIR STATUES AND BADGES, KEYCHAINS, TROPHIES AND

MEDALLIONS; NOVELTY BUTTONS AND ORNAMENTAL NOVELTY PINS, PLASTIC NOVELTY FANS; PLASTIC INFANT BIBS, BED AND SEAT CUSHIONS, IN CLASS 20 (U.S. CLS. 2, 13, 22, 25, 32 AND 50).

FIRST USE 1-0-1995; IN COMMERCE 1-0-1995.

FOR: CLOTHING, NAMELY, POLO SHIRTS, IN CLASS 25 (U.S. CLS. 22 AND 39).

FIRST USE 1-0-1995; IN COMMERCE 1-0-1995.

FOR: EMBROIDERED PATCHES, IN CLASS 26 (U.S. CLS. 37, 39, 40, 42 AND 50).

FIRST USE 1-0-1995; IN COMMERCE 1-0-1995.

FOR: SPORT BALLS, BOARD GAMES, HAND-HELD ELECTRONIC GAMES, ARCADE AND PINBALL MACHINES, STUFFED DOLLS AND ANIMALS, INFLATABLE TOYS IN THE NATURE OF ANIMALS, MASCOTS AND PLAY FIG-

*In testimony whereof I have hereunto set my hand
and caused the seal of The Patent and Trademark
Office to be affixed on Mar. 18, 2003.*

DIRECTOR OF THE U.S. PATENT AND TRADEMARK OFFICE

URINES, MINIATURE SPORTS BALLS, FLYING DISKS, YO-YOS, PLAY ACTION FIGURES; SOCCER EQUIPMENT, NAMELY, BALLS, GLOVES, AND PADS; SOCCER KITS CONSISTING OF BALLS, SHIN GUARDS, CONES AND/OR INFLATING PUMP, IN CLASS 28 (U.S. CLS. 22, 23, 38 AND 50).

FIRST USE 1-0-1995; IN COMMERCE 1-0-1995.

FOR: PUBLIC RELATION SERVICES; BUSINESS MANAGEMENT AND CONSULTING SERVICES; PROCUREMENT SERVICES, NAMELY, PURCHASING APPAREL FOR OTHERS, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 1-0-1995; IN COMMERCE 1-0-1995.

FOR: ENTERTAINMENT IN THE NATURE OF SOCCER EXHIBITIONS

AND GAMES; PUBLICATION OF NEWSPAPERS, MAGAZINES AND BOOKS; ARRANGING AND CONDUCTING SOCCER CLINICS; SPORTS OFFICIATING SERVICES, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 1-0-1995; IN COMMERCE 1-0-1995.

FOR: ASSOCIATION SERVICES, NAMELY, PROMOTING THE INTERESTS OF MEMBER SOCCER CLUBS, SCHEDULING GAMES, AND PROMOTING INTEREST IN SOCCER; DRUG TESTING SERVICES; INFORMATION SERVICES, NAMELY, PROVIDING INFORMATION ABOUT THE SPORT OF SOCCER, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 1-0-1995; IN COMMERCE 1-0-1995.

SER. NO. 75-975,612, FILED 1-27-1995.

In testimony whereof I have hereunto set my hand and caused the seal of The Patent and Trademark Office to be affixed on Mar. 18, 2003.

DIRECTOR OF THE U.S. PATENT AND TRADEMARK OFFICE

EXHIBIT B

Int. Cls.: 9, 14, 16, 18, 20, 21, 24, 25, 28, 35, 41 and 42

Prior U.S. Cls.: 2, 3, 5, 13, 21, 22, 23, 25, 26,
27, 28, 29, 30, 32, 33, 36, 37, 38, 39, 40, 42,
50, 100, 101, 102 and 107

Reg. No. 1,912,928

United States Patent and Trademark Office

Registered Aug. 22, 1995

Corrected

OG Date Mar. 25, 2003

**TRADEMARK
SERVICE MARK
PRINCIPAL REGISTER**



UNITED STATES SOCCER FEDERATION, INC. (NEW YORK NOT-FOR-PROFIT CORPORATION),
1801-1811 S. PRAIRIE AVENUE
CHICAGO, IL 60616

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "SOCCER", APART FROM THE MARK AS SHOWN.

FOR: [COSMETICS, NAMELY BAR SOAP AND SOAP ON A ROPE], IN CLASS 3 (U.S. CLS. 1, 4, 6, 50, 51 AND 52).

FIRST USE 5-1-1991; IN COMMERCE 5-1-1991.

FOR: [MAGNETS, TELEPHONES]; PRERECORDED AUDIO AND VIDEO TAPES AND DISCS FEATURING SPORTS INSTRUCTION, COMMENTARY AND ATHLETIC EVENTS, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 5-1-1991; IN COMMERCE 5-1-1991.

FOR: JEWELRY, NAMELY ORNAMENTAL PINS AND ORNAMENTAL LA-

PEL PINS, [WATCHES], MEDALLIONS, [TIE CLIPS AND TIE PINS, CHARMS, RINGS, PENDANTS, TIE TACKS, BRACELETS, EARRINGS]; NON-MONETARY COINS OF PRECIOUS METAL, IN CLASS 14 (U.S. CLS. 2, 27, 28 AND 50).

FIRST USE 5-1-1991; IN COMMERCE 5-1-1991.

FOR: [GIFT AND PARTY SUPPLIES MADE OF PAPER, NAMELY NAPKINS, TABLECLOTHS, PAPER COASTERS, HATS, BAGS], INVITATIONS, [GIFT WRAP, TABLE CENTERPIECES, PLACE-MATS, CREPE PAPER]; STATIONERY AND SCHOOL SUPPLIES, NAMELY PORTFOLIOS, THEME PADS, NOTEBOOKS, NOTE PAPER, BINDERS, PENS, [PEN AND PENCIL KITS], CALENDARS AND [ADHESIVE NOTE PAPER]; POSTERS, GREETING CARDS, DECALS, [PAPER HEAT TRANSFERS, COLORING BOOKS AND ACTIVITY BOOKS], PRINTED TEACHING MATERIALS AND FEATURING SPORTS SUBJECT; MAGAZINES, BOOKS AND JOURNALS DEAL-

*In testimony whereof I have hereunto set my hand
and caused the seal of The Patent and Trademark
Office to be affixed on Mar. 25, 2003.*

DIRECTOR OF THE U.S. PATENT AND TRADEMARK OFFICE

ING WITH ATHLETES, SOUVENIR PROGRAMS, [ROADMAPS], PLAYING CARDS, TRADING CARDS, BUMPER STICKERS, [COACHES' CLIPBOARDS], AND PHOTOGRAPHS, IN CLASS 16 (U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

FIRST USE 5-1-1991; IN COMMERCE 5-1-1991.

FOR: ATHLETIC BAGS, IN CLASS 18 (U.S. CL. 3).

FIRST USE 5-1-1991; IN COMMERCE 5-1-1991.

FOR: PLASTIC ITEMS, NAMELY SOUVENIR STATUES AND BAGDES, KEY-CHAINS, TROPHIES AND MEDALLIONS; [NOVELTY BUTTONS AND ORNAMENTAL NOVELTY PINS, PLASTIC NOVELTY FANS; PLASTIC INFANT BIBS; BED] AND SEAT CUSHIONS, IN CLASS 20 (U.S. CLS. 2, 13, 22, 25, 32 AND 50).

FIRST USE 5-1-1991; IN COMMERCE 5-1-1991.

FOR: [TANKARDS NOT OF PRECIOUS METAL], MUGS, CUPS AND DRINKING GLASSES, PLATES AND DISHES, [COASTERS NOT MADE OF PAPER OR LINEN, BOTTLE OPENERS AND WATER BOTTLES], IN CLASS 21 (U.S. CLS. 2, 13, 23, 29, 30, 33, 40 AND 50).

FIRST USE 5-1-1991; IN COMMERCE 5-1-1991.

FOR: CLOTH BANNERS, WALL HANGINGS AND PENNANTS; [BED LINENS, SHEETS, CURTAINS, DRAPERIES, QUILTS, BEDSPREADS; TOWEL AND BATH LINENS, DISH CLOTHS, DISH TOWELS, KITCHEN MITTS, TEXTILE TABLECLOTHS AND PLACEMATS; STADIUM BLANKETS; CLOTH HANDKERCHIEFS], IN CLASS 24 (U.S. CLS. 42 AND 50).

FIRST USE 5-1-1991; IN COMMERCE 5-1-1991.

FOR: CLOTHING, NAMELY T-SHIRTS, SHIRTS, KNIT SHIRTS, JERSEYS AND TANK TOPS, SHORTS, PANTS, SWEATERS, CAPS, HATS, [SCARVES], VISORS, WARM-UP SUITS, SWEATSHIRTS, JACKETS, VESTS, UNIFORMS, [NECKTIES, WRISTBANDS AND HEADBANDS, GLOVES, INFANT CLOTH BIBS, PAJAMAS, TODDLER

AND INFANT PLAYSUITS, DIAPER COVERS, ROMPERS, OVERALLS AND CREEPERS, SOCKS AND HOSIERY, BELTS AND SUSPENDERS; FOOTWEAR; APRONS AND CHEF'S HATS], IN CLASS 25 (U.S. CLS. 22 AND 39).

FIRST USE 5-1-1991; IN COMMERCE 5-1-1991.

FOR: SPORT BALLS, [BOARD GAMES], HAND-HELD ELECTRONIC GAMES, ARCADE AND PINBALL MACHINES, STUFFED DOLLS AND ANIMALS, INFLATABLE TOYS IN THE NATURE OF ANIMALS, MASCOTS AND PLAY FIGURINES, MINIATURE SPORTS BALLS, [FLYING DISKS, YO-YOS, PLAY ACTION FIGURES]; SOCCER EQUIPMENT, NAMELY BALLS, [GLOVES, AND PADS; SOCCER KITS CONSISTING OF BALLS], SHIN GUARDS, [CONES AND/OR INFLATING PUMP], IN CLASS 28 (U.S. CLS. 22, 23, 38 AND 50).

FIRST USE 5-1-1991; IN COMMERCE 5-1-1991.

FOR: PUBLIC RELATION SERVICES; [BUSINESS MANAGEMENT AND CONSULTING SERVICES]; PRESS AND INFORMATION AGENCY SERVICES; PROCUREMENT SERVICES, NAMELY PURCHASING APPAREL FOR OTHERS, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 5-1-1991; IN COMMERCE 5-1-1991.

FOR: ENTERTAINMENT IN THE NATURE OF SOCCER EXHIBITIONS AND GAMES; PUBLICATION OF [NEWSPAPERS], MAGAZINES AND BOOKS; ARRANGING AND CONDUCTING SOCCER CLINICS; SPORTS OFFICIATING SERVICES, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 5-1-1991; IN COMMERCE 5-1-1991.

FOR: ASSOCIATION SERVICES, NAMELY PROMOTING THE INTERESTS OF MEMBER SOCCER CLUBS, SCHEDULING GAMES, AND PROMOTING INTEREST IN SOCCER, [DRUG TESTING SERVICES], IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 5-1-1991; IN COMMERCE 5-1-1991.

SER. NO. 74-514,945, FILED 4-15-1994.

In testimony whereof I have hereunto set my hand and caused the seal of The Patent and Trademark Office to be affixed on Mar. 25, 2003.

DIRECTOR OF THE U.S. PATENT AND TRADEMARK OFFICE

EXHIBIT C

Int. Cls.: 16 and 41

Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38, 50 and 107

Reg. No. 1,975,699

United States Patent and Trademark Office

Registered May 28, 1996

Corrected

OG Date Oct. 15, 2002

**TRADEMARK
SERVICE MARK
PRINCIPAL REGISTER**

U.S. SOCCER

UNITED STATES SOCCER FEDERATION
INC (NEW YORK NOT-FOR- PROFIT-
CORPORATION),
1801-1811 S. PRAIRIE AVENUE
CHICAGO, IL 60616
SEC. 2(F).

FOR: GIFT AND PARTY SUPPLIES
MADE OF PAPER, NAMELY NAPKINS,
TABLECLOTHS, PAPER COASTERS,
HATS, BAGS, INVITATIONS, GIFT
WRAP, TABLE CENTERPIECES, PLACE-
MATS, CREPE PAPER; STATIONERY
AND SCHOOL SUPPLIES, NAMELY
PORTFOLIOS, THEME PADS, NOTE-
BOOKS, NOTE PAPER, BINDERS, PENS,
PEN AND PENCIL KITS, LETTER OPEN-
ERS, CALENDARS AND ADHESIVE
NOTE PAPER; POSTERS, GREETING
CARDS, DECALS, PAPER HEAT TRANS-
FERS, COLORING BOOKS AND ACTIV-
ITY BOOKS, PRINTED TEACHING

MATERIALS FEATURING SPORTS SUB-
JECT; MAGAZINES, BOOKS AND JOUR-
NALS DEALING WITH ATHLETES,
SOUVENIR PROGRAMS, ROADMAPS,
PLAYING CARDS, TRADING CARDS,
BUMPER STICKERS, COACHES' CLIP-
BOARDS, AND PHOTOGRAPHS, IN
CLASS 16 (U.S. CLS. 2, 5, 22, 23, 29, 37,
38 AND 50).

FIRST USE 0-0-1974; IN COMMERCE
0-0-1974.

FOR: ENTERTAINMENT IN THE
NATURE OF SOCCER EXHIBITIONS
AND GAMES; PUBLICATION OF NEWS-
PAPERS, MAGAZINES AND BOOKS; AR-
RANGING AND CONDUCTING SOCCER
CLINICS; SPORTS OFFICIATING SER-
VICES, IN CLASS 41 (U.S. CL. 107).

FIRST USE 0-0-1974; IN COMMERCE
0-0-1974.

SER. NO. 74-514,950, FILED 4-15-1994.

*In testimony whereof I have hereunto set my hand
and caused the seal of The Patent and Trademark
Office to be affixed on Oct. 15, 2002.*

DIRECTOR OF THE U.S. PATENT AND TRADEMARK OFFICE

EXHIBIT D

Int. Cls.: 21 and 24

Prior U.S. Cls.: 2, 13, 23, 29, 30, 33, 40, 42, and 50

Reg. No. 2,157,799

United States Patent and Trademark Office

Registered May 12, 1998

**TRADEMARK
PRINCIPAL REGISTER**



UNITED STATES SOCCER FEDERATION (IL-
LINOIS CORPORATION)
1801-1811 S. PRAIRIE AVENUE
CHICAGO, IL 60616

FOR: TANKARDS, MUGS, CUPS AND
DRINKING GLASSES, PLATES AND DISHES,
COASTERS NOT MADE OF PAPER OR LINEN,
BOTTLE OPENERS AND WATER BOTTLES
SOLD EMPTY, IN CLASS 21 (U.S. CLS. 2, 13, 23,
29, 30, 33, 40 AND 50).

FIRST USE 7-0-1997; IN COMMERCE
7-0-1997.

FOR: CLOTH BANNERS, IN CLASS 24 (U.S.
CLS. 42 AND 50).

FIRST USE 7-0-1997; IN COMMERCE
7-0-1997.

THE LINING IS A FEATURE OF THE MARK
AND NOT INTENDED TO INDICATE COLOR.

SN 75-977,020, FILED 1-27-1995.

JESSIE B. BILLINGS, EXAMINING ATTORNEY

EXHIBIT E

Int. Cls.: 6, 16, 41 and 42

**Prior U.S. Cls.: 2, 5, 12, 13, 14, 22, 23, 25, 29, 37,
38, 50, 100, 101 and 107**

Reg. No. 2,235,888

United States Patent and Trademark Office

Registered Mar. 30, 1999

**TRADEMARK
SERVICE MARK
PRINCIPAL REGISTER**



UNITED STATES SOCCER FEDERATION, INC.
(NEW YORK NOT-FOR-PROFIT CORPORATION)
1801-1811 S. PRAIRIE AVENUE
CHICAGO, IL 60616

FOR: LAPEL PINS OF NON-PRECIOUS METAL, IN CLASS 6 (U.S. CLS. 2, 12, 13, 14, 23, 25 AND 50).

FIRST USE 1-0-1996; IN COMMERCE 1-0-1996.

FOR: PRINTED MATTER AND PAPER ARTICLES, NAMELY, MAGAZINES, BROCHURES, PAMPHLETS AND SERIES OF BOOKS CONCERNING SOCCER, IN CLASS 16 (U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

FIRST USE 1-0-1996; IN COMMERCE 1-0-1996.

FOR: PROVIDING SERVICES TO ADVANCE THE SPORT OF SOCCER IN THE UNITED STATES; NAMELY, CONDUCTING WORKSHOPS, SPORTS CLINICS, AND SEMINARS IN THE FIELD OF SOCCER; PROMOTING AND STAGING OF ATHLETIC EVENTS; PUBLICA-

TION OF BOOKS, NEWSPAPERS, AND MAGAZINES; CONDUCTING ENTERTAINMENT EXHIBITIONS IN THE NATURE OF PARADES; PROVIDING SPORTS OFFICIATING SERVICES; CONDUCTING ENTERTAINMENT IN THE NATURE OF SOCCER EXHIBITIONS AND GAMES, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 1-0-1996; IN COMMERCE 1-0-1996.

FOR: ASSOCIATION SERVICES; NAMELY, PROMOTING THE INTERESTS OF MEMBER SOCCER CLUBS, SCHEDULING GAMES AND PROMOTING INTEREST IN SOCCER; INFORMATION SERVICES; NAMELY, PROVIDING INFORMATION ABOUT THE SPORT OF SOCCER, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 1-0-1996; IN COMMERCE 1-0-1996.

OWNER OF U.S. REG. NOS. 1,907,163, 2,157,799 AND OTHERS.

2

2,235,888

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "SOCCER FOUNDATION",
APART FROM THE MARK AS SHOWN.

SER. NO. 75-451,584, FILED 3-17-1998.

DOMINICK J. SALEMI, EXAMINING ATTOR-
NEY

EXHIBIT F

Int. Cls.: 6, 16, 41 and 42

**Prior U.S. Cls.: 2, 5, 12, 13, 14, 22, 23, 25, 29, 37,
38, 50, 100, 101 and 107**

Reg. No. 2,327,950

United States Patent and Trademark Office

Registered Mar. 14, 2000

**TRADEMARK
SERVICE MARK
PRINCIPAL REGISTER**

U.S. SOCCER FOUNDATION

UNITED STATES SOCCER FEDERATION, INC.
(NEW YORK NOT-FOR-PROFIT CORPORATION)
1801-1811 S. PRAIRIE AVENUE
CHICAGO, IL 60616

FOR: LAPED PINS OF NON-PRECIOUS METAL, IN CLASS 6 (U.S. CLS. 2, 12, 13, 14, 23, 25 AND 50).

FIRST USE 1-0-1996; IN COMMERCE 1-0-1996.

FOR: PRINTED MATTER AND PAPER ARTICLES; NAMELY, NEWSLETTERS, MAGAZINES AND BROCHURES RELATING TO THE SPORT OF SOCCER, IN CLASS 16 (U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

FIRST USE 1-0-1996; IN COMMERCE 1-0-1996.

FOR: PROVIDING SERVICES TO ADVANCE THE SPORT OF SOCCER IN THE UNITED STATES, NAMELY, FUND RAISING, PROGRAM DEVELOPMENT, GRANT MAKING, AND SCHOLARSHIPS, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 1-0-1996; IN COMMERCE 1-0-1996.

FOR: ASSOCIATION SERVICES; NAMELY, PROMOTING THE INTERESTS OF MEMBER SOCCER CLUBS, SCHEDULING GAMES AND PROMOTING INTEREST IN SOCCER; INFORMATION SERVICES; NAMELY, PROVIDING INFORMATION ABOUT THE SPORT OF SOCCER, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 1-0-1996; IN COMMERCE 1-0-1996.

OWNER OF U.S. REG. NOS. 1,905,586, 2,235,888 AND OTHERS.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "SOCCER FOUNDATION" , APART FROM THE MARK AS SHOWN.

SEC. 2(F).

SER. NO. 75-485,223, FILED 5-14-1998.

DOMINICK J. SALEMI, EXAMINING ATTORNEY

EXHIBIT G

Int. Cls.: 16, 18, and 25

Prior U.S. Cls.: 1, 2, 3, 5, 22, 23, 29, 37, 38, 39, 41, and 50

Reg. No. 2,702,781

Registered Apr. 1, 2003

United States Patent and Trademark Office

**TRADEMARK
PRINCIPAL REGISTER**



UNITED STATES SOCCER FEDERATION, INC.
(NEW YORK NOT-FOR-PROFIT CORPORATION)
1801-1811 S. PRAIRIE AVENUE
CHICAGO, IL 60616

FOR: NEWSLETTERS IN THE FIELD OF SOCCER, FOLDERS, STATIONERY-TYPE PORTFOLIOS AND PAPER WEIGHTS, IN CLASS 16 (U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

FIRST USE 3-0-2001; IN COMMERCE 3-0-2001.

FOR: SPORT BAGS, GYM BAGS, IN CLASS 18 (U.S. CLS. 1, 2, 3, 22 AND 41).

FIRST USE 2-0-2002; IN COMMERCE 2-0-2002.

FOR: JACKETS, T-SHIRTS, POLO SHIRTS, HATS AND CAPS, IN CLASS 25 (U.S. CLS. 22 AND 39).

FIRST USE 0-0-1999; IN COMMERCE 0-0-1999.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "SOCCER FOUNDATION", APART FROM THE MARK AS SHOWN.

SN 75-453,408, FILED 3-17-1998.

DOMINICK J. SALEMI, EXAMINING ATTORNEY

EXHIBIT H

Int. Cls.: 16, 18, and 25

Prior U.S. Cls.: 1, 2, 3, 5, 22, 23, 29, 37, 38, 39, 41, and 50

United States Patent and Trademark Office

Reg. No. 2,702,785

Registered Apr. 1, 2003

**TRADEMARK
PRINCIPAL REGISTER**

U.S. SOCCER FOUNDATION

UNITED STATES SOCCER FEDERATION, INC.
(NEW YORK NOT-FOR-PROFIT CORPORATION)
1801-1811 S. PRAIRIE AVENUE
CHICAGO, IL 60616

FOR: NEWSLETTERS IN THE FIELD OF SOCCER, FOLDERS, STATIONERY-TYPE PORTFOLIOS, AND PAPER WEIGHTS, IN CLASS 16 (U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

FIRST USE 3-0-2001; IN COMMERCE 3-0-2001.

FOR: SPORT BAGS, GYM BAGS, IN CLASS 18 (U.S. CLS. 1, 2, 3, 22 AND 41).

FIRST USE 2-0-2002; IN COMMERCE 2-0-2002.

FOR: JACKETS, T-SHIRTS, POLO SHIRTS, HATS AND CAPS, IN CLASS 25 (U.S. CLS. 22 AND 39).

FIRST USE 0-0-1999; IN COMMERCE 0-0-1999.

OWNER OF U.S. REG. NOS. 905,586, 2,235,888, AND OTHERS.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "SOCCER FOUNDATION", APART FROM THE MARK AS SHOWN.

SEC. 2(F).

SN 75-485,204, FILED 5-14-1998.

DOMINICK J. SALEMI, EXAMINING ATTORNEY

EXHIBIT I

Int. Cl.: 9

Prior U.S. Cls.: 21, 23, 26, 36 and 38

United States Patent and Trademark Office

Reg. No. 3,052,315

Registered Jan. 31, 2006

**TRADEMARK
PRINCIPAL REGISTER**



UNITED STATES SOCCER FEDERATION, INC.
(NEW YORK NOT FOR PROFIT CORPORATION)
1801-1811 S. PRAIRIE AVENUE
CHICAGO, IL 60616

OWNER OF U.S. REG. NOS. 1,912,928, 2,058,436,
AND 2,157,799.

FOR: VIDEO GAME DISCS, IN CLASS 9 (U.S. CLS.
21, 23, 26, 36 AND 38).

SER. NO. 76-596,075, FILED 6-8-2004.

FIRST USE 10-29-2001; IN COMMERCE 10-29-2001.

MAUREEN DALL, EXAMINING ATTORNEY