

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF GEORGIA
COLUMBUS DIVISION**

JORDAN OUTDOOR ENTERPRISES, LTD.,)	
)	
Plaintiff,)	JURY TRIAL DEMANDED
)	
v.)	Civil Action No. 4:18-cv-00053
)	
YEEZY APPAREL, LLC, and)	
UNKNWN, LLC,)	
)	
Defendants.)	
)	
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**ORIGINAL COMPLAINT FOR COPYRIGHT INFRINGEMENT, FALSIFICATION,
REMOVAL, AND ALTERATION OF COPYRIGHT MANAGEMENT INFORMATION,
AND UNFAIR COMPETITION**

Plaintiff Jordan Outdoor Enterprises, Ltd. (“JOEL”), by and through its undersigned attorneys, as and for its complaint against Defendants Yeezy Apparel, LLC and UNKNWN, LLC (together, “Defendants”), alleges as follows:

PARTIES

1. JOEL is a Georgia corporation having its principal place of business at 1390 Box Circle, Columbus, Georgia 31907. JOEL is a leader in the camouflage industry with over 2,000 licensees selling various products bearing JOEL’s copyrighted patterns and using JOEL’s trademarks.
2. Defendant Yeezy Apparel, LLC (“YAL”) is a limited liability company with its principal place of business located at 26632 Agoura Road, Calabasas, California 91302 and whose sole “member and manager” is individual Kanye West, who, on information and belief is

a resident of California. Defendant YAL may be served with process at Paracorp Inc., 2804 Gateway Oaks Drive #100, Sacramento, California 95833.

3. Defendant UNKNWN, LLC (“UNKNWN”) is a limited liability company with its principal place of business located at 2001 Hollywood Boulevard, Suite 206, Hollywood, Florida 33020. Defendant UNKNWN may be served with process at CT Corporation System, 1200 South Pine Island Road, Plantation, Florida 33324.

JURISDICTION

4. This Court has jurisdiction over the subject matter of this action under 28 U.S.C. §§ 1331, 1332, and 1338; 15 U.S.C. § 1121; and supplemental jurisdiction over JOEL’s additional claims pursuant to 28 U.S.C. § 1367(a), because those claims are so related to JOEL’s federal copyright claims, over which this Court has original jurisdiction, that the additional claims form part of the same case or controversy under Article III of the United States Constitution.

5. This Court has personal jurisdiction over Defendant YAL, because YAL operates a fully-interactive website, <https://yeezysupply.com>, which allows consumers and businesses residing in Georgia to place orders and purchase the infringing items at issue in this action. For example, as a result of that website, on information and belief, YAL sells, ships, and has sold and shipped infringing items to Georgia residents located within the State of Georgia and within this District, and YAL derives substantial revenue from Georgia residents. Pursuant to at least O.C.G.A. § 9-10-91(1), this Court has specific personal jurisdiction over YAL for the causes of action set forth herein.

6. This Court has personal jurisdiction over Defendant UNKNWN, because

UNKNWN operates a fully-interactive website, www.unknwn.com, which allows consumers and businesses residing in Georgia to place orders and purchase the infringing items at issue in this action. For example, as a result of that website, on information and belief, UNKNWN sells, ships, and has sold and shipped infringing items to Georgia residents located within the State of Georgia and within this District, and UNKNWN derives substantial revenue from Georgia residents. Pursuant to at least O.C.G.A. § 9-10-91(1), this Court has specific personal jurisdiction over UNKNWN for the causes of action set forth herein.

7. Venue is proper in this District and Division under 28 U.S.C. §§ 1391, 1400, and LR 3.4, MDGa., because a substantial part of the events and injury giving rise to JOEL's claims have occurred and continue to occur in this District, and JOEL resides in this Division.

JOEL'S TRADEMARKS AND COPYRIGHTS

8. JOEL owns all right, title and interest in the Realtree® line of camouflage patterns. The Realtree® camouflage patterns are among the most famous and well-known camouflage patterns in the camouflage industry in the United States and throughout the world.

9. Since at least as early as September 1985, JOEL, its predecessors in interests, and its licensees have used the trademark Realtree® on various types of goods that incorporate camouflage patterns thereon, including soft goods such as fabrics and hard goods having hard surfaces. JOEL and its licensees have extensively promoted goods bearing the Realtree® trademark in print and television advertising and otherwise.

10. JOEL owns all right, title, and interest in the REALTREE® trademark, which is registered on the principal trademark register at the United States Patent and Trademark Office, U.S. Trademark Reg. No. 2,206,463. JOEL also owns all rights, titles, and interests in the

ADVANTAGE CLASSIC[®], REALTREE AP[®], and REALTREE HARDWOODS[®] trademarks, which are registered on the principal trademark register at the United States Patent and Trademark Office, U.S. Trademark Reg. Nos. 2,649,847; 4,680,746; and 2,267,415. The aforementioned trademark registration certificates are attached hereto as Exhibit 1.

11. JOEL owns all right, title, and interest in an original pattern design entitled “ADVANTAGE CAMOUFLAGE” pattern. The pattern was registered in the United States Copyright Office under Certificate of Copyright Registration No. VA 626-154 on March 8, 1994; a copy of that Copyright Registration is attached hereto as Exhibit 2. JOEL refers to this copyrighted work as the REALTREE[®] ADVANTAGE CLASSIC[®] Camouflage pattern. JOEL has published the pattern covered by the copyright and registration by selling, publicly distributing, and licensing products bearing the pattern. A sample repeat of the REALTREE[®] ADVANTAGE CLASSIC[®] Camouflage pattern is shown below:



12. JOEL owns all right, title, and interest in an original pattern design entitled “ALL-PURPOSE HIGH DEFINITION” pattern. The pattern was registered in the United States Copyright Office under Certificate of Copyright Registration No. VAu695-380 on April 24,

2006; a copy of that Copyright Registration is attached hereto as Exhibit 3. JOEL refers to this copyrighted work as the REALTREE® AP® Camouflage pattern. JOEL has published the pattern covered by the copyright and registration by selling, publicly distributing, and licensing products bearing the pattern. A sample repeat of the REALTREE® AP® Camouflage pattern from the Realtree website is shown below:



13. As shown above, the sample repeat of the REALTREE® AP® Camouflage pattern from the Realtree website includes both the REALTREE® and AP® marks, including the notice of registration of each.

14. JOEL owns all right, title, and interest in an original pattern design entitled the “HIGH DEFINITION REALTREE HARDWOODS CAMOUFLAGE” pattern. The pattern was registered in the United States Copyright Office under Certificate of Copyright Registration No.

VAu 529-869 on June 12, 2001. JOEL refers to this copyrighted work as the REALTREE HARDWOODS HD[®] pattern; a copy of that Copyright Registration is attached hereto as Exhibit 4. JOEL has published the pattern covered by the copyright and registration by selling, publicly distributing, and licensing products bearing the pattern. A sample repeat of the REALTREE HARDWOODS HD[®] pattern from the Realtree website is shown below:



15. As shown above, the sample repeat of the REALTREE[®] HARDWOODS[®] Camouflage pattern from the Realtree website includes both the REALTREE[®] and HARDWOODS[®] marks, including the notice of registration of each.

DEFENDANTS' CONDUCT – YAL

16. Defendant YAL imports, sells, and/or offers for sale clothing and apparel, such as shoes and boots. Defendant YAL imports, sells, and/or offers for sale products bearing at least

one of JOEL's copyrighted camouflage patterns, and without the authorization of JOEL.

17. In the "Terms and Conditions" section of YAL's website, YAL misleadingly and falsely represents:

ALL SITE CONTENT AND ALL MATERIALS AND CONTENT CONTAINED WITHIN THE WEBSITE, INCLUDING BUT NOT LIMITED TO THE TEXT, GRAPHICS, LOGOS, ICONS, IMAGES, AUDIO CLIPS, VIDEO CLIPS, ARTICLES, POSTS AND DATA APPEARING ON THE WEBSITE, ARE OWNED BY US, OR USED BY US UNDER AUTHORIZATION, AND ARE PROTECTED BY U.S. AND FOREIGN TRADEMARK AND COPYRIGHT LAWS.

(Exhibit 5).



18. Defendant YAL is not authorized to use, nor does it own, any of the JOEL copyrights or trademarks at issue in this action.

19. Furthermore, on information and belief, YAL is aware that JOEL owns a valid copyright in the camouflage patterns. On or about March 2016, a representative of YAL contacted JOEL regarding use of JOEL's camouflage patterns. JOEL informed the YAL representative that YAL would need to complete and submit a licensing application for approval before using any of JOEL's camouflage patterns. On information and belief, YAL never submitted an application to JOEL. Nevertheless, and without JOEL's authorization, YAL proceeded to copy JOEL's protected camouflage patterns and falsify, remove, and alter JOEL's copyright management information.

20. Specifically, YAL imports, sells, and/or offers for sale camouflage products that bear unauthorized copies of JOEL's copyrighted patterns thereon, as described below.

Defendant YAL's "Camouflage Boxy Fit Hoodie" bears an unauthorized copy of the REALTREE® ADVANTAGE CLASSIC® Camouflage pattern. Defendant YAL's "CANVAS

TUBULAR THIGH HIGH BOOTS,” “CARGO PANT,” “HOODED BOMBER,” “LONG SLEEVE T SHIRT,” “MENS CANVAS MILITARY BOOT,” and “TRACKPANTS” each bear unauthorized copies of the REALTREE® AP® Camouflage pattern. Defendant YAL’s “MOTO LONG SLEEVE T-SHIRT” bears an unauthorized copy of the REALTREE® HARDWOODS® Camouflage pattern. Each of those infringing products is shown below, which identify exemplary portions of JOEL’s copyrighted patterns copied by YAL:

Infringing YAL Product	JOEL's Copyrighted Pattern
<p data-bbox="176 228 695 266">CAMOUFLAGE BOXY FIT HOODIE</p>  <p data-bbox="176 915 331 954">(Exhibit 6)</p>	<p data-bbox="1016 228 1675 266">Realtree® Advantage Classic® Camouflage pattern:</p> 

CANVAS TUBULAR THIGH HIGH BOOTS



(Exhibit 7)

Realtree® AP® Camouflage pattern:



CARGO PANT



(Exhibit 8)

Realtree® AP® Camouflage pattern:



HOODED BOMBER

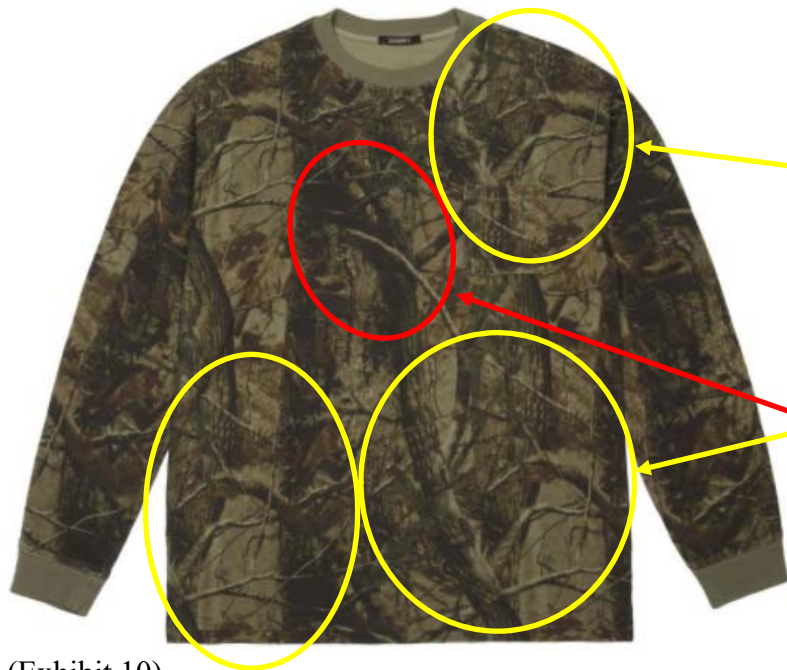


(Exhibit 9)

Realtree® AP® Camouflage pattern:

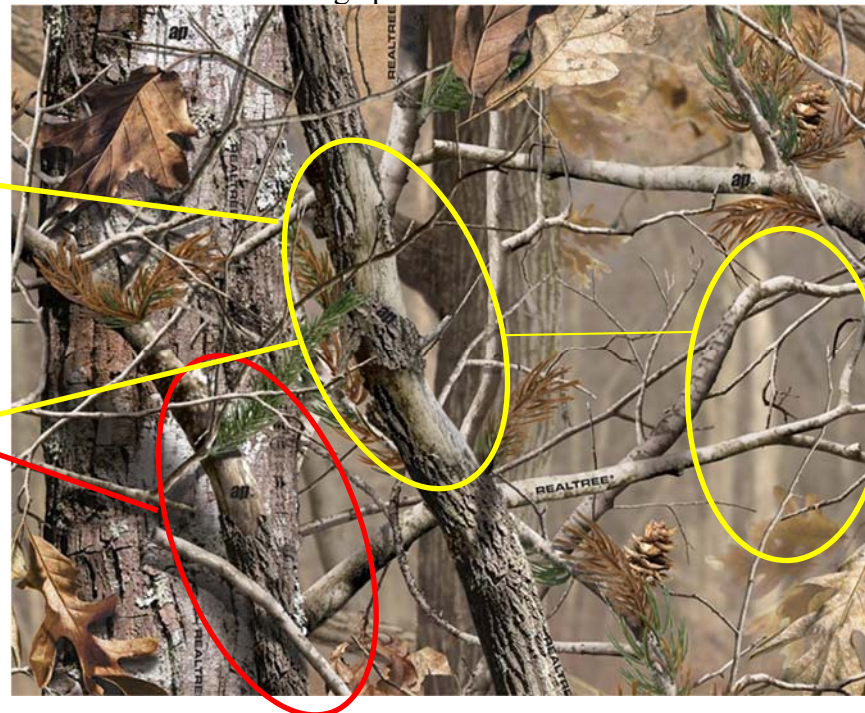


LONG SLEEVE T SHIRT



(Exhibit 10)

Realtree® AP® Camouflage pattern:



MENS CANVAS MILITARY BOOT



(Exhibit 11)

Realtree® AP® Camouflage pattern:



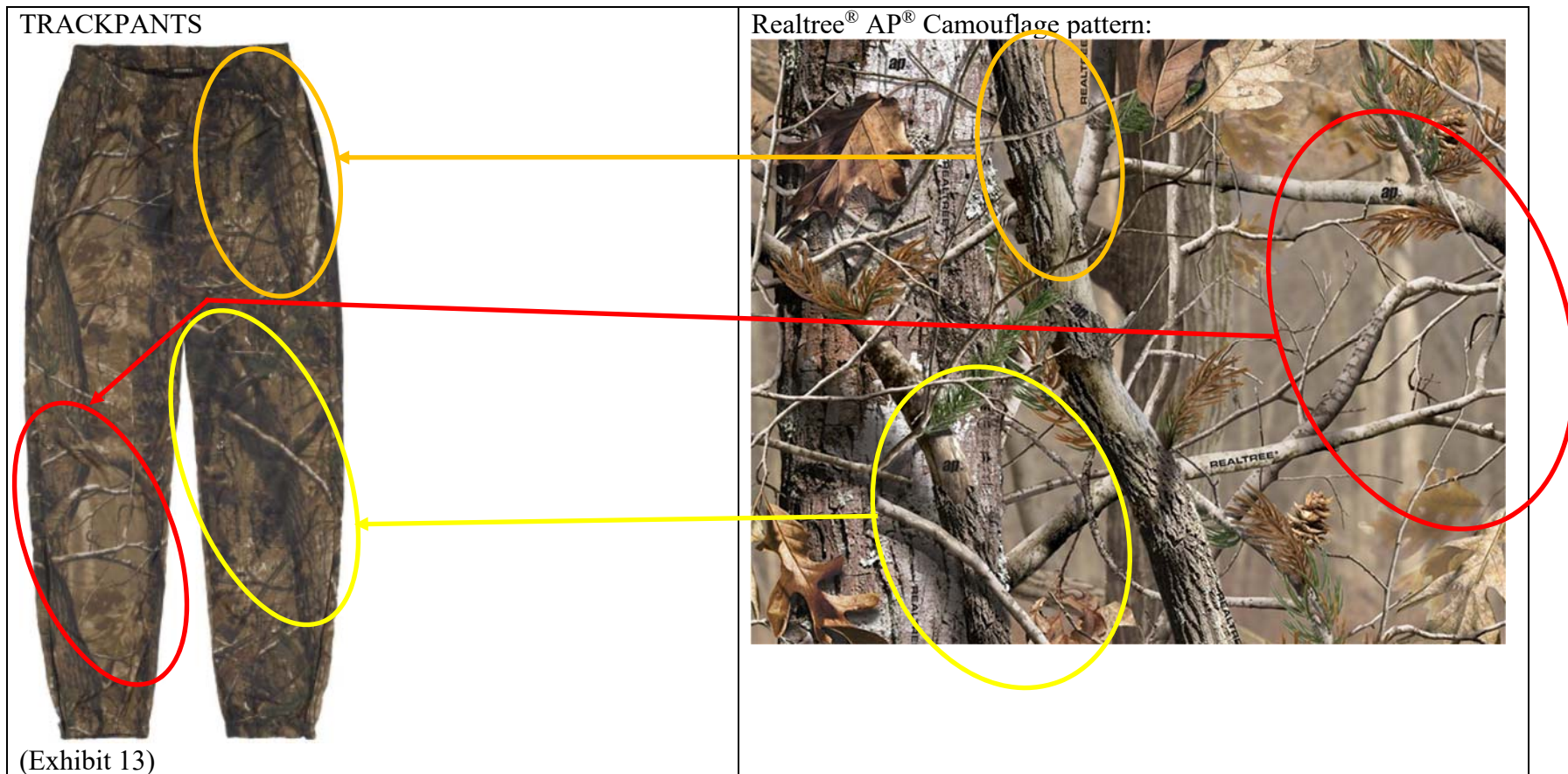
MOTO LONG SLEEVE T-SHIRT



(Exhibit 12)





Realtree® Hardwoods® Camouflage pattern (shown upside down):







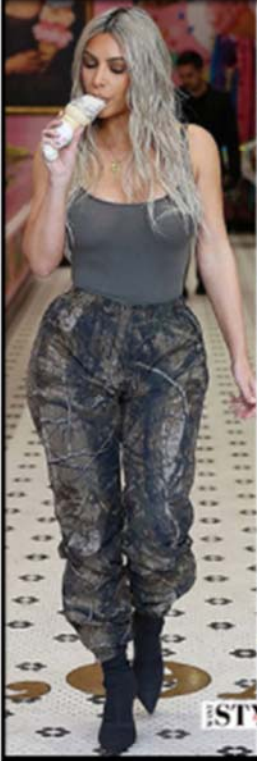
21. Defendant YAL promotes and sells the infringing clothing and apparel identified above via third parties who appear in public wearing the infringing items, for example:

wantherstyle.blogspot.com/2018/01/kim-kardashian-in-khaki-camo-print.html



Kim Kardashian in khaki camo print pants and khaki top on January 12

Saturday, January 13, 2018 [wantherstyle](#)
celebrity fashion, fashion, kim kardashian, pants, streetstyle, track pants, what she wore, yeezy
No comments



KIM KARDASHIAN
WANTHERSTYLE.BLOGSPOT.COM

Kim Kardashian at Topanga mall on January 12 2018

WHAT SHE WORE: Kim wore khaki green top, khaki camouflage pants from Yeezy and black ankle Yeezy boots

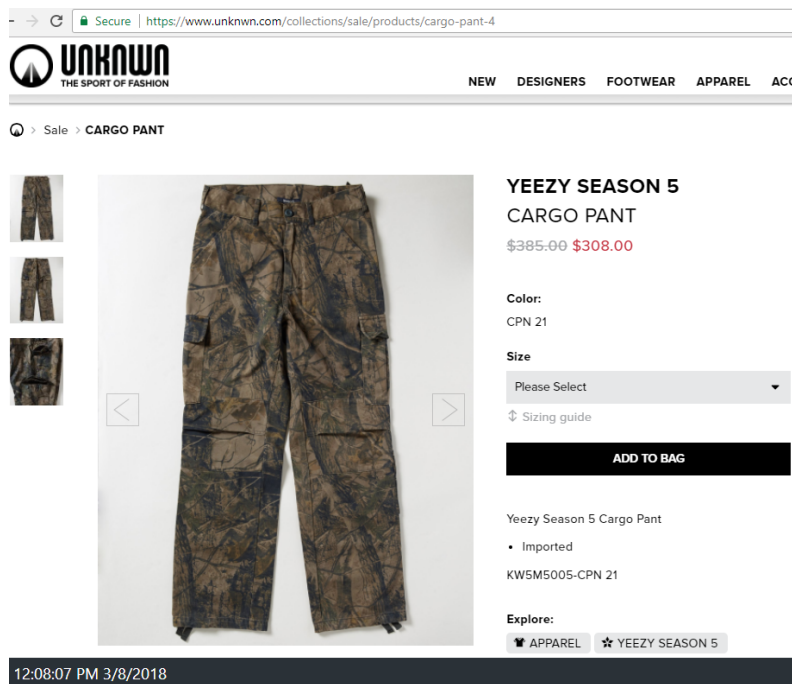
1:47:17 PM 3/8/2018

22. YAL's aforementioned products utilize numerous elements copied from the above-identified JOEL camouflage patterns with the JOEL trademarks removed. Prior to unlawfully copying JOEL's camouflage pattern, YAL removed the "REALTREE," "AP," and/or "HARDWOODS" marks from the image of the REALTREE® AP® Camouflage pattern and the REALTREE® HARDWOODS® Camouflage pattern, including the notice of registration of each of those marks.

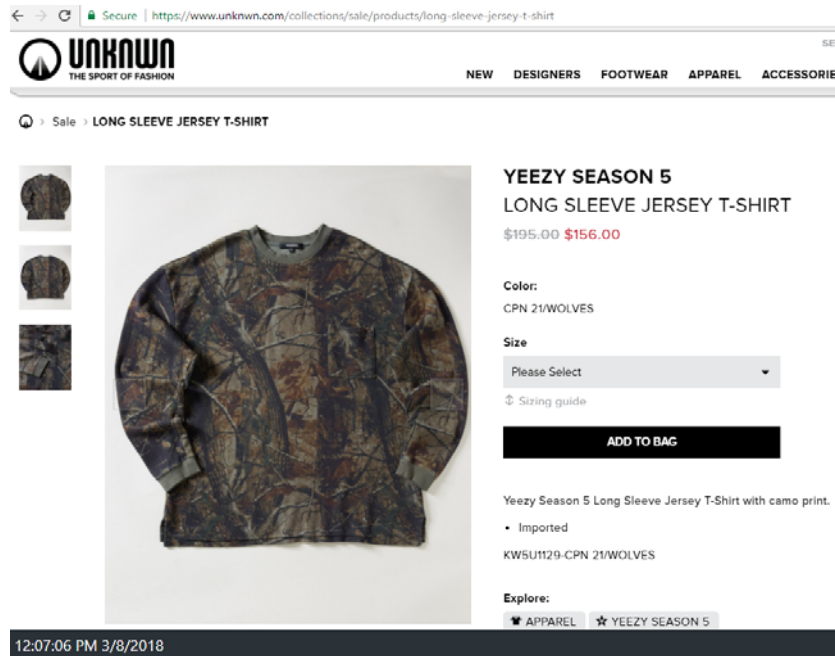
23. YAL incorporated JOEL's copyrighted camouflage patterns on its products without license or authorization from JOEL. YAL is not a licensee of JOEL in any manner whatsoever.

DEFENDANTS' CONDUCT – UNKNWN

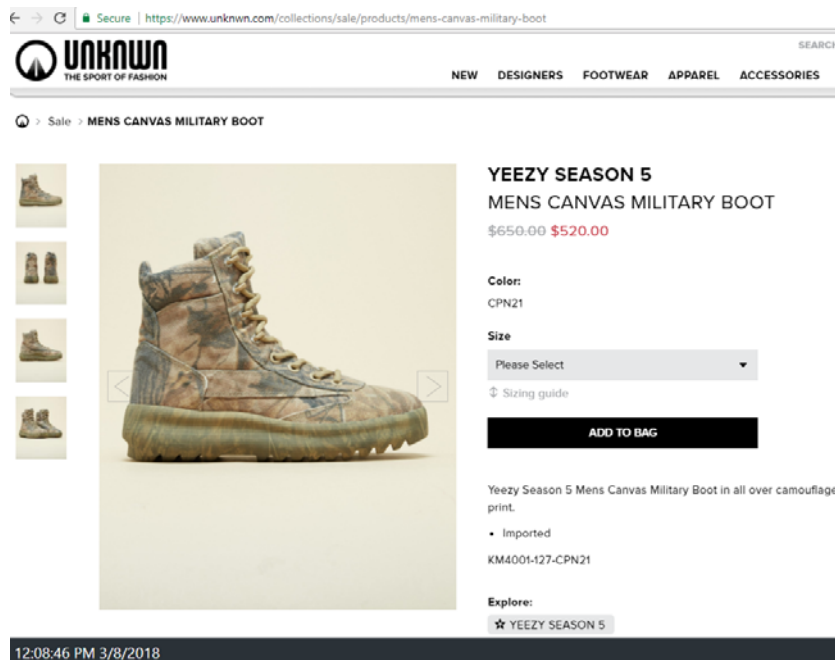
24. Defendant UNKNWN is a seller of Defendant YAL's "YEEZY" line of products that infringe at least one of the JOEL copyrights, including at least the YEEZY "CARGO PANT," "LONG SLEEVE JERSEY T-SHIRT," "MENS BOOTS," and "MOTO LONG SLEEVE T-SHIRT" as shown below:



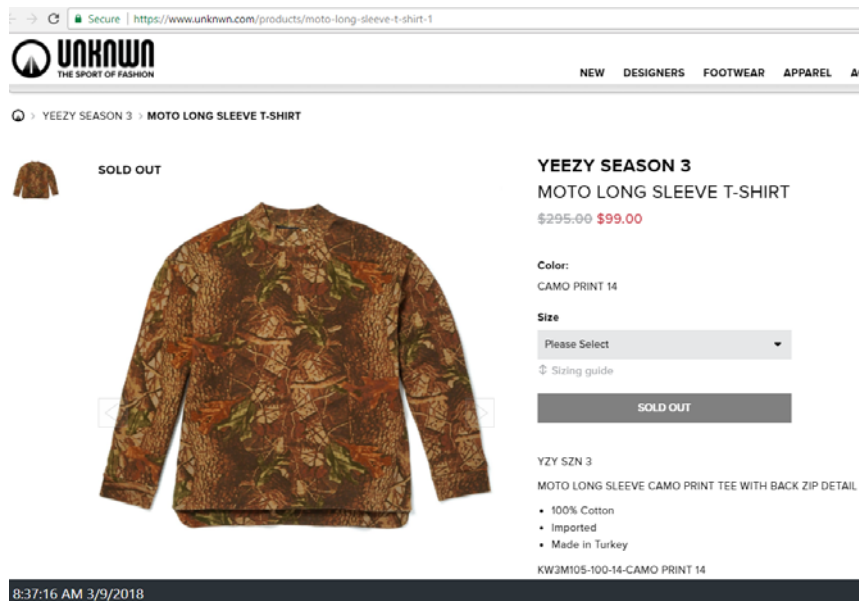
(Exhibit 14)



(Exhibit 15)



(Exhibit 16)



(Exhibit 12)

25. The aforementioned products offered and sold by Defendant UNKNWN copy numerous elements from the above-identified JOEL camouflage patterns and with the JOEL trademarks removed. UNKNWN is selling and has sold JOEL's copyrighted camouflage patterns on products without license or authorization from JOEL. UNKNWN is not a licensee of JOEL in any manner whatsoever.

COUNT I
COPYRIGHT INFRINGEMENT

26. JOEL repeats and incorporates by reference all of the averments set forth above as though fully set forth herein.

27. By reproducing JOEL's copyrighted camouflage pattern on certain of their products, YAL has committed an act that violates JOEL's exclusive right to reproduce its copyrighted works pursuant to 17 U.S.C. § 106(1). These acts constitute copyright infringement in violation of 17 U.S.C. § 501.

28. To the extent that the patterns displayed on the YAL products are in any way different from a camouflage pattern that is copyrighted by JOEL, the resultant work is a violation of JOEL's exclusive right to prepare derivative works pursuant to 17 U.S.C. § 106(2). These acts constitute copyright infringement in violation of 17 U.S.C. § 501.

29. By distributing products bearing JOEL's copyrighted camouflage patterns thereon, YAL has violated JOEL's exclusive right to distribute its copyrighted works pursuant to 17 U.S.C. § 106(3). These acts constitute copyright infringement in violation of 17 U.S.C. § 501.

30. By distributing products bearing JOEL's copyrighted camouflage patterns thereon, UNKNWN has violated JOEL's exclusive right to distribute its copyrighted works pursuant to 17 U.S.C. § 106(3). These acts constitute copyright infringement in violation of 17 U.S.C. § 501.

31. On information and belief, Defendants performed the aforesaid acts of infringement of JOEL's copyrights with knowledge and in disregard of JOEL's rights therein.

32. The aforesaid acts have irreparably damaged JOEL and will continue to

irreparably damage JOEL unless enjoined by this Court, as a result of which JOEL is without an adequate remedy at law.

COUNT II
FEDERAL UNFAIR COMPETITION

33. JOEL repeats and incorporates by reference all of the averments set forth above as though fully set forth herein.

34. The JOEL copyrighted camouflage patterns are unique, and have been offered by JOEL for many years.

35. The aforesaid acts tend to represent falsely that Defendants are affiliated, connected, associated with, or authorized by JOEL, or the reverse. The aforesaid acts also tend to describe falsely that the products offered by Defendants emanate from or are sponsored by or approved by JOEL, or the reverse. The aforesaid acts also tend to cause confusion as to the origin of the goods or services. All of these acts constitute violations of § 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

36. On information and belief, Defendants committed the aforesaid acts with knowledge and in disregard of JOEL's rights therein.

37. The aforesaid acts have irreparably damaged JOEL and will continue to irreparably damage JOEL unless enjoined by this Court, as a result of which JOEL is without an adequate remedy at law.

COUNT III
REMOVAL OR ALTERATION OF COPYRIGHT MANAGEMENT INFORMATION
(17 U.S.C. § 1202)

38. Defendant YAL has, knowingly and with the intent to induce, enable, facilitate, or conceal infringement, provided copyright management information that is false or distributed or imported for distribution copyright management information that is false. For example, the “Terms and Conditions” of YAL’s website enables, facilitates, or conceals infringement by misleadingly and falsely representing that “ALL MATERIAL AND CONTENT CONTAINED WITHIN THE WEBSITE. . . ARE OWNED BY US, OR USED BY US UNDER AUTHORIZATION, AND ARE PROTECTED BY U.S. AND FOREIGN TRADEMARK AND COPYRIGHT LAWS.” Therefore, Defendant YAL has violated 17 U.S.C. § 1202(a).

39. Defendant YAL has, without the authority of JOEL or the law, intentionally removed or altered copyright management information. Said copyright management information in the form of the REALTREE®, AP®, and HARDWOODS® marks appearing on JOEL’s camouflage patterns, including the notice of registration of each mark, was removed by YAL from the copies of the JOEL camouflage patterns at issue. Therefore, Defendant YAL has violated 17 U.S.C. § 1202(b)(1).

40. All Defendants have, without the authority of JOEL or the law, distributed and/or imported for distribution copyright management information knowing that the copyright management information has been removed or altered without authority of the copyright owner or the law. Therefore, all Defendants have violated 17 U.S.C. § 1202(b)(2).

41. Pursuant to 17 U.S.C. § 1203, JOEL seeks injunctive relief, impoundment of infringing products, damages, costs, reasonable attorneys’ fees, and remedial modification or

destruction of the infringing products.

COUNT IV
UNFAIR COMPETITION UNDER GEORGIA LAW

42. JOEL repeats and incorporates by reference all of the averments set forth above as though fully set forth herein.

43. The JOEL copyrighted camouflage patterns are unique, and have been offered by JOEL for many years.

44. The aforesaid acts tend to represent falsely that Defendants are affiliated, connected, associated with, or authorized by JOEL, or the reverse. The aforesaid acts also tend to describe falsely that products offered by Defendants emanate from or are sponsored by or approved by JOEL, or the reverse. By reason of the foregoing, Defendants have engaged, and are continuing to engage, in acts of passing off Defendants' goods as those of JOEL which constitutes unfair competition in violation of O.C.G.A. § 23-2-55.

45. On information and belief, Defendants committed the aforesaid acts with knowledge and in disregard of JOEL's rights therein.

46. The aforesaid acts have irreparably damaged JOEL and will continue to irreparably damage JOEL unless enjoined by this Court, as a result of which JOEL is without an adequate remedy at law.

COUNT V
COMMON LAW UNFAIR COMPETITION

47. JOEL repeats and incorporates by reference all of the averments set forth above as though fully set forth herein.

48. The JOEL copyrighted camouflage patterns are unique, and have been offered by JOEL for many years.

49. The aforesaid acts constitute unfair competition in violation of the common law in the state of Georgia in that:

- (a) the acts enable Defendants to obtain the benefit of, and trade on, the goodwill of JOEL;
- (b) the acts damage JOEL's goodwill in that JOEL has no control over the business of Defendants;
- (c) the acts are likely to cause confusion, mistake, or deception; and
- (d) the acts will result in the unjust enrichment of Defendants.

50. On information and belief, Defendants did the aforesaid acts with knowledge and in disregard of JOEL's rights therein.

51. The aforesaid acts have irreparably damaged JOEL and will continue to irreparably damage JOEL unless enjoined by this Court, as a result of which JOEL is without an adequate remedy at law.

COUNT VI
GEORGIA DECEPTIVE TRADE PRACTICES ACT

52. JOEL repeats and incorporates by reference all of the averments set forth above as though fully set forth herein.

53. The JOEL copyrighted camouflage patterns are unique, and have been offered by JOEL for many years.

54. By reason of the foregoing acts, Defendants have violated the Uniform Deceptive Trade Practices Act, O.C.G.A. § 10-1-371 *et seq.*

55. On information and belief, Defendants did the aforesaid acts with knowledge and in disregard of JOEL's rights therein.

56. The aforesaid acts have irreparably damaged JOEL and will continue to irreparably damage JOEL unless enjoined by this Court, as a result of which JOEL is without an adequate remedy at law.

JURY DEMAND

57. JOEL demands a trial by jury on all disputed issues so triable.

PRAYER FOR RELIEF

WHEREFORE, JOEL prays that:

- A. Defendants, their officers, directors, principals, agents, servants, employees, successors, assigns, affiliates, licensees, manufacturers, distributors, and all that are in active concert or participation with them, or any of them, be enjoined and restrained during the pendency of this action and permanently thereafter from:
1. infringing JOEL's copyrights;
 2. copying or otherwise reproducing in whole or in part JOEL's copyrighted designs or derivatives thereof;
 3. manufacturing, marketing, distributing, displaying, importing, exporting, selling, or offering for sale products bearing a copyrighted camouflage pattern of JOEL, or derivatives thereof;
 4. making any statement or representation whatsoever with respect to the goods at issue that either falsely designates JOEL as the origin of the goods or is otherwise false or misleading;
 5. any other conduct that would cause or is likely to cause confusion, mistake, or misunderstanding as to the source, affiliation, connection, or association of Defendant or Defendant's goods and services with JOEL or JOEL's goods and services;

6. Falsifying, removing, or altering JOEL's copyright management information in violation of 17 U.S.C. § 1202;
 7. competing unfairly with JOEL in any manner;
 8. engaging in any other activity, including the effectuation of assignments or transfers of interests in counterfeits, simulations, reproductions, copies, derivative works, or colorable imitations of JOEL's copyrighted patterns, trademarks, or any other intellectual property of JOEL, including the formation of other corporations, partnerships, associations or other entities or the utilization of any other devices, for the purpose of circumventing, evading, avoiding or otherwise violating the prohibitions herein.
- B. That Defendants deliver up during the pendency of this action and for destruction upon entry of judgment:
1. All products bearing JOEL's copyrighted patterns, derivative works thereof, and/or any other intellectual property of JOEL;
 2. any and all substantially similar materials manufactured, distributed, marketed, and/or sold by or on behalf of Defendants; and
 3. any and all copies of materials used by Defendants to advertise, promote, and/or solicit sales for Defendants' products.
- C. That Defendants be ordered to pay JOEL all profits realized by Defendants by reason of the unlawful actions as set forth herein.
- D. That Defendants be ordered to pay JOEL all damages suffered, including statutory or actual damages at JOEL's election and in accordance with 17 U.S.C. §§

504(c) and 1203 by reason of Defendants' acts of copyright infringement and acts harmful to JOEL's copyright management information as set forth herein.

- E. That Defendants be ordered to pay JOEL three (3) times the damages suffered by JOEL by reason of Defendants' willful, unlawful actions as set forth herein.
- F. That Defendants' be ordered to pay JOEL punitive damages as provided by law.
- G. That Defendants' be ordered to pay JOEL the cost of this action and reasonable attorney's fees and investigatory fees.
- H. That Defendants' be ordered to pay JOEL prejudgment interest.
- I. That JOEL has such other and further relief as this Court may deem just and proper.

Date: March 15, 2018

Respectfully submitted,

/s/ Daniel J. Warren

Daniel J. Warren

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Ann G. Fort

Georgia Bar No. 269,995

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EXHIBIT 1

Int. Cls.: 16 and 24

Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38, 42 and 50

Reg. No. 2,206,463

United States Patent and Trademark Office

Registered Dec. 1, 1998

**TRADEMARK
PRINCIPAL REGISTER**

REALTREE

REALTREE OUTDOOR PRODUCTS, INC.
(GEORGIA CORPORATION)
1390 BOX CIRCLE ROAD
COLUMBUS, GA 31907

FOR: PRINTED CAMOUFLAGE PATTERNS
FOR USE ON HARD SURFACES, IN CLASS 16
(U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

FIRST USE 1-30-1987; IN COMMERCE
1-30-1987.

FOR: COTTON, WOOL, AND SYNTHETIC
FABRICS HAVING CAMOUFLAGE PAT-
TERNS, IN CLASS 24 (U.S. CLS. 42 AND 50).
FIRST USE 9-0-1985; IN COMMERCE
9-0-1985.

OWNER OF U.S. REG. NOS. 1,929,861, 2,146,099
AND OTHERS.

SER. NO. 75-234,984, FILED 2-3-1997.

ERNESTO CLARKE, EXAMINING ATTORNEY

Int. Cls.: 16 and 24

Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38, 42, and 50

Reg. No. 2,649,847

United States Patent and Trademark Office

Registered Nov. 12, 2002

**TRADEMARK
PRINCIPAL REGISTER**

ADVANTAGE CLASSIC

JORDAN OUTDOOR ENTERPRISES, LTD.
(GEORGIA CORPORATION)
1390 BOX CIRCLE ROAD
COLUMBUS, GA 31907

FIRST USE 2-1-2000; IN COMMERCE 4-15-2000.

OWNER OF U.S. REG. NOS. 2,069,055, 2,111,268,
AND OTHERS.

FOR: PRINTED CAMOUFLAGE PATTERNS FOR
HARD SURFACES, IN CLASS 16 (U.S. CLS. 2, 5, 22,
23, 29, 37, 38 AND 50).

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

FIRST USE 4-1-2000; IN COMMERCE 6-1-2000.

SN 75-761,072, FILED 7-26-1999.

FOR: COTTON, WOOL AND SYNTHETIC FAB-
RICS HAVING CAMOUFLAGE PATTERNS, IN
CLASS 24 (U.S. CLS. 42 AND 50).

LOURDES AYALA, EXAMINING ATTORNEY

United States of America

United States Patent and Trademark Office

REALTREE AP

Reg. No. 4,680,746

Registered Feb. 3, 2015

Int. Cls.: 16 and 24

TRADEMARK

PRINCIPAL REGISTER

JORDAN OUTDOOR ENTERPRISES, LTD. (GEORGIA CORPORATION)
1390 BOX CIRCLE
COLUMBUS, GA 31907

FOR: PRINTED CAMOUFLAGE PATTERNS FOR HARD SURFACES, IN CLASS 16 (U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

FIRST USE 12-1-2008; IN COMMERCE 12-1-2008.

FOR: COTTON, WOOL AND SYNTHETIC FABRICS HAVING CAMOUFLAGE PATTERNS, IN CLASS 24 (U.S. CLS. 42 AND 50).

FIRST USE 12-1-2008; IN COMMERCE 12-1-2008.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NOS. 1,736,108, 2,206,463 AND OTHERS.

SER. NO. 86-152,757, FILED 12-26-2013.

KATHERINE STOIDES, EXAMINING ATTORNEY



Michelle K. Lee

Deputy Director of the United States
Patent and Trademark Office

Int. Cls.: 16 and 24

Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38, 42 and 50

Reg. No. 2,267,415

United States Patent and Trademark Office

Registered Aug. 3, 1999

**TRADEMARK
PRINCIPAL REGISTER**

REALTREE HARDWOODS

REALTREE OUTDOOR PRODUCTS, INC.
(DELAWARE CORPORATION)
1390 BOX CIRCLE ROAD
COLUMBUS, GA 31907

FOR: PRINTED CAMOUFLAGE PATTERNS
FOR HARD SURFACES, IN CLASS 16 (U.S.
CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

FIRST USE 7-0-1998; IN COMMERCE
7-0-1998.

FOR: COTTON, WOOL AND SYNTHETIC
FABRICS HAVING CAMOUFLAGE PAT-
TERNS, IN CLASS 24 (U.S. CLS. 42 AND 50).

FIRST USE 7-0-1998; IN COMMERCE
7-0-1998.

OWNER OF U.S. REG. NO. 2,206,463.

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

SER. NO. 75-553,723, FILED 9-15-1998.

CRAIG D. TAYLOR, EXAMINING ATTORNEY

EXHIBIT 2



OFFICIAL SEAL

This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Barbara Ringer

ACTING REGISTER OF COPYRIGHTS
United States of America

FORM VA

UNITED STATES COPYRIGHT OFFICE

RF

VA 626-154



EFFECTIVE DATE OF REGISTRATION

MAR 8 1994
Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

TITLE OF THIS WORK ▼

NATURE OF THIS WORK ▼ See instructions

Advantage Camouflage

Fabric Design

PREVIOUS OR ALTERNATIVE TITLES ▼

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼

Number ▼

Issue Date ▼

On Pages ▼

NAME OF AUTHOR ▼

William R. Jordan

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼
1949

Was this contribution to the work a "work made for hire"?

☐ Yes
☒ No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country

OR ☐ Citizen of ► USA
☐ Domiciled in ►

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☒ No
Pseudonymous? ☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Check appropriate box(es). See instructions

- | | | |
|---|---|---|
| <input type="checkbox"/> 3-Dimensional sculpture | <input type="checkbox"/> Map | <input type="checkbox"/> Technical drawing |
| <input type="checkbox"/> 2-Dimensional artwork | <input type="checkbox"/> Photograph | <input type="checkbox"/> Text |
| <input type="checkbox"/> Reproduction of work of art | <input type="checkbox"/> Jewelry design | <input type="checkbox"/> Architectural work |
| <input type="checkbox"/> Design on sheetlike material | | |

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

☐ Yes
☐ No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country

OR ☐ Citizen of ►
☐ Domiciled in ►

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☐ No
Pseudonymous? ☐ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Check appropriate box(es). See instructions

- | | | |
|---|---|---|
| <input type="checkbox"/> 3-Dimensional sculpture | <input type="checkbox"/> Map | <input type="checkbox"/> Technical drawing |
| <input type="checkbox"/> 2-Dimensional artwork | <input type="checkbox"/> Photograph | <input type="checkbox"/> Text |
| <input type="checkbox"/> Reproduction of work of art | <input type="checkbox"/> Jewelry design | <input type="checkbox"/> Architectural work |
| <input type="checkbox"/> Design on sheetlike material | | |

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED

1993

This information must be given in all cases.

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

Complete this information ONLY if this work has been published.

Month ► January
Day ► 3
Year ► 1994
USA

Month ► Day ► Year ►

Nation

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

William R. Jordan
3985 Hamilton Road #7
Columbus, Georgia 31904

APPLICATION RECEIVED

MAR 08 1994

ONE DEPOSIT RECEIVED

MAR 08 1994

TWO DEPOSITS RECEIVED

REMITTANCE NUMBER AND DATE

TRANSFER If the claimant(s) named here in space 4 are different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

MORE ON BACK ►

- Complete all applicable spaces (numbers 5-9) on the reverse side of this page.
- See detailed instructions.
- Sign the form at line 8.

DO NOT WRITE HERE

EXAMINED BY

CHECKED BY

FORM VA

☐ CORRESPONDENCE
☐ Yes
FOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

Yes ☒ No If your answer is "Yes," why is another registration being sought? (Check appropriate box) ▼

This is the first published edition of a work previously registered in unpublished form.

This is the first application submitted by this author as copyright claimant.

This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼

Year of Registration ▼

DERIVATIVE WORK OR COMPILATION Complete both space 6a & 6b for a derivative work; complete only 6b for a compilation.

Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

N/A

See instructions
before completing
this space.

Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

N/A

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ▼

Account Number ▼

N/A

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/Zip ▼

Lawrence R. Radanovic, Esq.
 Watson, Cole, Grindle & Watson
 1400 K Street, N.W. - Suite #725
 Washington, D.C. 20005

Area Code & Telephone Number▶ (202) 628-0088

Be sure to
give your
daytime phone
number

CERTIFICATION* I, the undersigned, hereby certify that I am the

check only one ▼

☒ author☐ other copyright claimant☐ owner of exclusive right(s)☐ authorized agent of

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

If the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.


Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

William R. Jordan

date▶

2-24-94

Handwritten signature (X) ▼


MAIL
CERTIFI-
CATE TO

Name ▼

Watson, Cole, Grindle & Watson

Number/Street/Apartment Number ▼

1400 K Street, N.W. - Suite #725

City/State/ZIP ▼

Washington, D.C. 20005

Certificate
will be
mailed in
window
envelope

YOU MUST

- Complete all necessary spaces
 - Sign your application in space 8
- SEND ALL 3 ELEMENTS
IN THE SAME PACKAGE
1. Application form
 2. Nonrefundable \$20 filing fee
in check or money order
payable to Register of Copyrights
 3. Deposit material
- MAIL TO
Register of Copyrights
Library of Congress
Washington, D.C. 20559



Jordan Outdoor Enterprises, Ltd
Advantage Camouflage

CERTIFICATE OF REGISTRATION



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

REGISTER OF COPYRIGHTS
United States of America

FORM CA
For Supplementary Registration
UNITED STATES COPYRIGHT OFFICE

REGISTRATION NUMBER

VA 1-088-496



EFFECTIVE DATE OF SUPPLEMENTARY REGISTRATION

08 06 2001
Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

Title of Work ▼

ADVANTAGE CAMOUFLAGE

Registration Number of the Basic Registration ▼

VA 626-154

Name(s) of Author(s) ▼

WILLIAM R. JORDAN

Year of Basic Registration ▼

1994

Name(s) of Copyright Claimant(s) ▼

WILLIAM R. JORDAN

Location and Nature of Incorrect Information in Basic Registration ▼

Line Number Line Heading or Description

Incorrect Information as It Appears in Basic Registration ▼

Corrected Information ▼

Explanation of Correction ▼

Location and Nature of Information in Basic Registration to be Amplified ▼

Line Number 2b

Line Heading or Description NAME OF AUTHOR (additional)

Amplified Information and Explanation of Information ▼

JOE BELT - co-author whose identity was inadvertently omitted from basic registration

YEAR BORN - 1949 (still alive) U.S. CITIZEN

NOT a work for hire

NOT anonymous

NOT pseudonymous

NATURE OF AUTHORSHIP - 2-dimensional artwork

MORE ON BACK ▶

- Complete all applicable spaces (D-G) on the reverse side of this page.
- See detailed instructions.
- Sign the form at Space F.

DO NOT WRITE HERE

Page 1 of 2 pages

* Added by CO per auth. granted by Daniel J. Warren in telephone conversation August 8, 2001.

FORM CA RECEIVED

FORM CA

8/6/2001
FUNDS RECEIVED DATE8/6/2001
EXAMINED BY J747CORRESPONDENCE ☐FOR
COPYRIGHT
OFFICE
USE
ONLYREFERENCE TO THIS REGISTRATION ADDED TO
BASIC REGISTRATION ☒ YES ☐ NO

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

Continuation of: ☐ Part B or ☒ Part C

* Amplifying Space 2A of basic registration by adding a missing attribution of 2-dimensional artwork to the author, William R. Jordan. The 2-dimensional artwork option should be marked.

Correspondence: Give name and address to which correspondence about this application should be sent.

Daniel J. Warren, Esquire
Sutherland Asbill & Brennan LLP
999 Peachtree Street, N.E.
Atlanta, Georgia 30309-3966

Phone (404) 853-8028 Fax (404) 853-8806

Email djwarren@sablaw.com

Deposit Account. If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Account Number

Declaration: I, the undersigned, hereby certify that I am the: (Check only one)

☐ author☐ owner of exclusive right(s)☐ other copyright claimant☒ duly authorized agent of

* William R. Jordan &

Jordan Outdoor Enterprises, Ltd.

Name of author or other copyright claimant, or owner of exclusive right(s) ▲
of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name ▼

Daniel J. Warren

Date ▼

August 2, 2001

Handwritten signature (X) ▼

Signature
to be
filed in
down
slope
this
press:

Name ▼

DANIEL J. WARREN c/o Sutherland Asbill & Brennan LLP

Number/Street/Apt ▼

999 Peachtree Street, N.E.

City/State/ZIP ▼

Atlanta, Georgia 30309-3996

YOU MUST:

- Complete all necessary spaces
- Sign your application in Space F

SEND ALL ELEMENTS
IN THE SAME PACKAGE:

- Application form
- Nonrefundable filing fee in check or money order payable to Register of Copyrights

MAIL TO:

Library of Congress
Copyright Office
101 Independence Avenue, S.E.
Washington, D.C. 20559-4000

As of July 1,
1999, the fee
for filing Form
CA is \$65.

U.S. Copyright Office. Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with an application, shall be fined not more than \$2,500.

Copyright 2000—40,000
REV: June 1999

PRINTED ON RECYCLED PAPER

U.S. GOVERNMENT PRINTING OFFICE: 2000-461-113/127

EXHIBIT 3



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America



Form VA
For a Work of the Visual Arts
UNITED STATES COPYRIGHT OFFICE

VAu 695-380



EFFECTIVE DATE OF REGISTRATION

APR 24 2006

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1

Title of This Work ▼

NATURE OF THIS WORK ▼ See instructions

All-Purpose High Definition (AP HD)

Fabric Design

Previous or Alternative Titles ▼

Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼

Number ▼

Issue Date ▼

On Pages ▼

2

NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

NAME OF AUTHOR ▼

a Jordan Outdoor Enterprises, Ltd.

DATES OF BIRTH AND DEATH
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

☒ Yes
☐ No

Author's Nationality or Domicile
Name of Country

OR { Citizen of US
Domiciled in _____

Was This Author's Contribution to the Work

Anonymous? ☐ Yes ☒ No
Pseudonymous? ☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions.

Nature of Authorship Check appropriate box(es). See instructions

☐ 3-Dimensional sculpture ☐ Map ☐ Technical drawing
☒ 2-Dimensional artwork ☐ Photograph ☐ Text
☐ Reproduction of work of art ☐ Jewelry design ☐ Architectural work

Name of Author ▼

b

Dates of Birth and Death
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

☐ Yes
☐ No

Author's Nationality or Domicile
Name of Country

OR { Citizen of _____
Domiciled in _____

Was This Author's Contribution to the Work

Anonymous? ☐ Yes ☒ No
Pseudonymous? ☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions.

Nature of Authorship Check appropriate box(es). See instructions

☐ 3-Dimensional sculpture ☐ Map ☐ Technical drawing
☐ 2-Dimensional artwork ☐ Photograph ☐ Text
☐ Reproduction of work of art ☐ Jewelry design ☐ Architectural work

3

Year in Which Creation of This Work Was Completed

2004

This information must be given in all cases.

Date and Nation of First Publication of This Particular Work

Complete this information ONLY if this work has been published.

Month _____ Day _____ Year _____ Nation _____

4

See instructions before completing this space.

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

Jordan Outdoor Enterprises, Ltd., 1390 Box Circle
Columbus, GA 31907

Transfer If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

DO NOT WRITE HERE
OFFICE USE ONLY

APPLICATION RECEIVED
APR 24 2006

ONE DEPOSIT RECEIVED

APR 24 2006

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

MORE ON BACK ►

• Complete all applicable spaces (numbers 5-8) on the reverse side of this page.
• See detailed instructions. • Sign the form at line 8.

DO NOT WRITE HERE

Page 1 of _____ pages

EXAMINED BY	STI	FORM VA
CHECKED BY	Mut	
<input type="checkbox"/> CORRESPONDENCE		FOR
Yes		COPYRIGHT
		OFFICE
		USE
		ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

☒ Yes ☐ No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▼a. ☐ This is the first published edition of a work previously registered in unpublished form.b. ☐ This is the first application submitted by this author as copyright claimant.c. ☒ This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼

Year of Registration ▼

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

Mixed Woods Copyright Reg. No. VAU-649-927

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

The changes include removal of greenery and bark from branches in various places in the design, as well as a marked change in coloring and other general modifications to the design.

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ▼

Account Number ▼

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ▼

Peter G. Pappas, Esq., Sutherland Asbill & Brennan LLP
999 Peachtree Street, NE, Atlanta, GA 30309-3996

Area code and daytime telephone number (404) 853-8000

Fax number (404) 853-8806

Email pete.pappas@sablav.com

CERTIFICATION* I, the undersigned, hereby certify that I am the

check only one ►

☐ author☐ other copyright claimant☐ owner of exclusive right(s)☒ authorized agent of Jordan Outdoor Enterprises, Ltd.

Name of author or other copyright claimant, or owner of exclusive right(s) A

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Peter G. Pappas, Esq.

Date 4-3-06

Handwritten signature (X) ▼

X

Certificate will be mailed in window envelope to this address:

Name ▼
Peter G. Pappas, Esq - Sutherland Asbill & Brennan LLP 17248-0596Number/Street/Apt ▼
999 Peachtree Street, NECity/State/ZIP ▼
Atlanta, GA 30309-3996

YOU MUST:

- Complete all necessary spaces
- Sign your application in space 8

SEND ALL ITEMS INTO
IN THE SAME PACKAGE

1. Application form
2. Nonrefundable filing fee in check or money order payable to Register of Copyrights
3. Deposit material

MAIL TO:

Library of Congress
Copyright Office
101 Independence Avenue, S.E.
Washington, D.C. 20559-6000Fees are subject to change. For current fees, check the Copyright Office website at www.copyright.gov, or call (202) 707-9000.

*17 U.S.C. § 506(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 408, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.





46.64%

1/3

Doc: 9.44M/40.5M

1

EXHIBIT 4

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America

FORM VA

For a Work of the Visual Arts
UNITED STATES COPYRIGHT OFFICE

RE

VAU 529-869



EFFECTIVE DATE OF REGISTRATION

June 12 2001

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1 TITLE OF THIS WORK ▼

High Definition Realtree Hardwoods Camouflage

NATURE OF THIS WORK ▼ See instructions

Fabric Design

PREVIOUS OR ALTERNATIVE TITLES ▼

Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼

Number ▼

Issue Date ▼

On Pages ▼

2 NAME OF AUTHOR ▼

a Jordan Outdoor Enterprises, Ltd.

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire?"

☒ Yes☐ No

Author's Nationality or Domicile

Name of Country

OR

Citizen of ▼

Domiciled in ▼

Was This Author's Contribution to the Work

Anonymous? ☐ Yes ☒ NoPseudonymous? ☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Check appropriate box(es). See instructions

☐ 3-Dimensional sculpture☐ Map☐ Technical drawing☒ 2-Dimensional artwork☐ Photograph☐ Text☐ Reproduction of work of art☐ Jewelry design☐ Architectural work

b NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire?"

☐ Yes☐ No

Author's Nationality or Domicile

Name of Country

OR

Citizen of ▼

Domiciled in ▼

Was This Author's Contribution to the Work

Anonymous? ☐ Yes ☐ NoPseudonymous? ☐ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Check appropriate box(es). See instructions

☐ 3-Dimensional sculpture☐ Map☐ Technical drawing☐ 2-Dimensional artwork☐ Photograph☐ Text☐ Reproduction of work of art☐ Jewelry design☐ Architectural work

3 Year in Which Creation of This Work Was Completed

2000

This information must be given in all cases.

Date and Nation of First Publication of This Particular Work

b Complete this information ONLY if this work has been published.

Month ▼

Day ▼

Year ▼

Nation ▼

4 COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

Jordan Outdoor Enterprises, Ltd.
1390 Box Circle
Columbus, Georgia 31907

Transfer If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

APPLICATION RECEIVED

JUN 12 2001

ONE DEPOSIT RECEIVED

TWO DEPOSITS RECEIVED

* JUN 12 2001

FUNDS RECEIVED

MORE ON BACK ►

• Complete all applicable spaces (numbers 5-9) on the reverse side of this page.
• See detailed instructions.
• Sign the form at line 8.

DO NOT WRITE HERE

Page 1 of _____ pages

NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

See instructions before completing this space.

*Copy lost by C.O. after registration. Replacement copy deposited by applicant. See 2007 correspondence file.

EXAMINED BY

FORM VA

CHECKED BY

☒ CORRESPONDENCE
Yes

FOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

☒ Yes ☐ No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▼

a. ☐ This is the first published edition of a work previously registered in unpublished form.

b. ☐ This is the first application submitted by this author as copyright claimant.

c. ☒ This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼

VA435-329

Year of Registration ▼

July 24, 1998

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

Realtree Hardwoods 20-200 camouflage design which is the subject of U.S. Copyright Registration VA435-329 issued in 1998

a 6
See instructions
before completing
this space.

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

This is a higher definition illustration with a somewhat different presentation of visual camouflage components.

DEPOSIT ACCOUNT If the registration fee is to be charged in a Deposit Account established in the Copyright Office, give name and number of Account.

Name ▼

Account Number ▼

a 7

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ▼

Peter G. Pappas, Esq.- Sutherland Asbill & Brennan
999 Peachtree Street
Atlanta, GA 30309-3996

b

Area code and daytime telephone number ► (404) 853-8064

Fax number ► (404) 853-8806

Email ► pgpappas@sablaw.com

CERTIFICATION*—I, the undersigned, hereby certify that I am the

check only one ►

☐ author

☐ other copyright claimant

☐ owner of exclusive right(s)

☒ authorized agent of Jordan Outdoor Enterprises, Ltd.

Name of author or other copyright claimant, or owner of exclusive right(s) A

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Peter G. Pappas

Date ► June 4, 2001

Handwritten signature (X) ▼

X Peter G. Pappas

Certificate will be mailed in window envelope to this address:

Name ▼
Peter G. Pappas - Sutherland Asbill & Brennan - 17248-0046
Number/Street/Apt ▼
999 Peachtree Street
City/State/ZIP ▼
Atlanta, GA 30309-3996

YOU MUST:

- Complete all necessary spaces
- Sign your application in space 8

SEND ALL 3 ELEMENTS IN THE SAME PACKAGE:

1. Application form
2. Nonrefundable filing fee in check or money As of July 1, 1998, the filing fee for Form VA is \$36.
3. Deposit material

MAIL TO:

Library of Congress
Copyright Office
101 Independence Avenue, S.E.
Washington, D.C. 20559-6000

*17 U.S.C. § 506(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 408, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

June 1998-100,000
WEB REV: June 1999

PRINTED ON RECYCLED PAPER

U.S. GOVERNMENT PRINTING OFFICE: 1999-454-879/71



Real tree Handwoods HD

0046

EXHIBIT 5

SEASON 6 PRE SEASON 6 SEASON 5 CART

TERMS AND CONDITIONS OF USE

THIS WEBSITE, AS WELL AS ALL ASSOCIATED MOBILE SITES AND MOBILE APPLICATIONS (COLLECTIVELY REFERRED TO AS "WEBSITE") IS OPERATED BY YEEZYSUPPLY.COM ("US/WE/OUR"). "YOU/YOUR" MEANS YOU AS A USER OF THE WEBSITE. "USER" MEANS ALL USERS OF THIS WEBSITE. WE OFFER THIS WEBSITE, INCLUDING ALL INFORMATION, PRODUCTS AND SERVICES AVAILABLE FROM THIS WEBSITE, TO YOU CONDITIONED UPON YOUR ACCEPTANCE OF ALL THE TERMS, CONDITIONS, POLICIES AND NOTICES STATED HEREIN. YOUR CONTINUED USE OF THIS WEBSITE CONSTITUTES YOUR AGREEMENT TO THESE TERMS OF USE.

BY ACCESSING THIS WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS OF USE SET FORTH HEREIN, INCLUDING OUR PRIVACY POLICY. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND, PLEASE EMAIL ANY INQUIRY TO INFO@YEEZYSUPPLY.COM. IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS OF USE, PLEASE DO NOT USE THIS WEBSITE.

YOU SHALL NOT USE THE WEBSITE FOR ANY ILLEGAL PURPOSES, AND YOU WILL USE IT IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS. YOU SHALL NOT USE THE WEBSITE IN A WAY THAT MAY CAUSE THE WEBSITE TO BE INTERRUPTED, DAMAGED, RENDERED LESS EFFICIENT OR SUCH THAT THE EFFECTIVENESS OR FUNCTIONALITY OF THE WEBSITE IS IN ANY WAY IMPAIRED. YOU AGREE NOT TO ATTEMPT ANY UNAUTHORIZED ACCESS TO ANY PART OR COMPONENT OF THE WEBSITE.

1. INTELLECTUAL PROPERTY OWNERSHIP AND USE

1.1 YOU ACKNOWLEDGE AND AGREE THAT ALL OF OUR TRADEMARKS, LOGOS, COPYRIGHTS AND ANY AND ALL OTHER INTELLECTUAL PROPERTY RIGHTS IN ALL MATERIAL OR CONTENT CONTAINED WITHIN THIS WEBSITE SHALL REMAIN AT ALL TIMES VESTED IN US OR, IN THE CASES WHERE WE ARE USING SUCH MATERIAL OR CONTENT UNDER AUTHORITY FROM A THIRD PARTY, IN THE OWNER OF SUCH MATERIAL OR CONTENT.

1.2 WE GRANT YOU THE LIMITED RIGHT TO ACCESS AND MAKE USE OF THE WEBSITE AS OUR USER. HOWEVER, YOU SHALL NOT: A) REPRODUCE, DUPLICATE, COPY, SELL OR OTHERWISE EXPLOIT THE WEBSITE OR ANY IMAGE, PAGE LAYOUT, PAGE DESIGN, TRADE DRESS, TRADEMARK, LOGO OR OTHER CONTENT ("SITE CONTENT") FOR ANY COMMERCIAL PURPOSE; B) USE A ROBOT, SPIDER OR DATA MINING OR EXTRACTION TOOL OR PROCESS TO MONITOR, EXTRACT OR COPY SITE CONTENT; C) USE ANY META TAGS, SEARCH TERMS, KEY TERMS, OR THE LIKE THAT CONTAIN THE WEBSITE'S NAME OR OUR TRADEMARKS; D) ENGAGE IN ANY ACTIVITY THAT INTERFERES WITH THE WEBSITE OR ANOTHER USER'S ABILITY TO USE THE WEBSITE; E) MODIFY, CREATE DERIVATIVE WORKS FROM, REVERSE ENGINEER, DECOMPILE OR DISASSEMBLE ANY TECHNOLOGY USED TO PROVIDE THE WEBSITE AND THE GOODS OR SERVICES OFFERED ON THE WEBSITE; OR F) ASSIST OR ENCOURAGE ANY THIRD PARTY IN ENGAGING IN ANY ACTIVITY

PROHIBITED BY THESE TERMS OF USE. 1.3 YOU MAY NOT SHALL NOT USE, COPY, DISTRIBUTE, OR EXPLOIT ANY OF THE SITE CONTENT IN ANY MANNER WITHOUT OUR PRIOR WRITTEN PERMISSION.

1.4 ALL SITE CONTENT AND ALL MATERIALS AND CONTENT CONTAINED WITHIN THE WEBSITE, INCLUDING BUT NOT LIMITED TO THE TEXT, GRAPHICS, LOGOS, ICONS, IMAGES, AUDIO CLIPS, VIDEO CLIPS, ARTICLES, POSTS AND DATA APPEARING ON THE WEBSITE, ARE OWNED BY US, OR USED BY US UNDER AUTHORIZATION, AND ARE PROTECTED BY U.S. AND FOREIGN TRADEMARK AND COPYRIGHT LAWS. NO PORTION OF THE MATERIALS OR CONTENT ON THESE PAGES MAY BE REPRINTED OR REPUBLISHED IN ANY FORM WITHOUT OUR EXPRESS WRITTEN PERMISSION.

2. INFRINGEMENT NOTICE

2.1 WE RESPECT THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND REQUIRE THAT OUR USERS DO THE SAME. IF YOU BELIEVE YOUR WORK HAS BEEN COPIED IN A MANNER THAT CONSTITUTES COPYRIGHT INFRINGEMENT, OR YOU BELIEVE YOUR RIGHTS ARE OTHERWISE INFRINGED OR VIOLATED BY ANYTHING ON THE WEBSITE, PLEASE NOTIFY US BY SENDING AN EMAIL AT THE FOLLOWING ADDRESS: INFO@YEEZYSUPPLY.COM.

2.2 IN ORDER FOR US TO MORE EFFECTIVELY ASSIST YOU, THE NOTIFICATION MUST INCLUDE ALL OF THE FOLLOWING:

A. A PHYSICAL OR ELECTRONIC SIGNATURE OF THE OWNER OF THE RIGHT CLAIMED TO BE INFRINGED OR THE PERSON AUTHORIZED TO ACT ON THE OWNER'S BEHALF;

B. A DESCRIPTION OF THE COPYRIGHTED WORK OR OTHER RIGHT YOU CLAIM HAS BEEN INFRINGED OR VIOLATED;

C. INFORMATION REASONABLY SUFFICIENT TO LOCATE THE MATERIAL IN QUESTION ON THE WEBSITE;

D. YOUR NAME, ADDRESS, TELEPHONE NUMBER, E-MAIL ADDRESS AND ALL OTHER INFORMATION REASONABLY SUFFICIENT TO PERMIT US TO CONTACT YOU;

E. A STATEMENT BY YOU THAT YOU HAVE A GOOD FAITH BELIEF THAT THE DISPUTED USE IS NOT AUTHORIZED BY THE RIGHTFUL OWNER, ITS AGENT OR THE LAW; AND

F. A STATEMENT BY YOU, MADE UNDER PENALTY OF PERJURY, THAT THE ABOVE INFORMATION IN YOUR NOTICE IS ACCURATE AND THAT YOU ARE THE OWNER OF THE RIGHT CLAIMED TO BE INFRINGED OR VIOLATED OR ARE AUTHORIZED TO ACT ON BEHALF OF THE OWNER.

3. ERRORS AND INACCURACIES

3.1 WE STRIVE TO PROVIDE COMPLETE, ACCURATE, UP-TO-DATE INFORMATION ON THE WEBSITE. UNFORTUNATELY, DESPITE THOSE EFFORTS, HUMAN OR TECHNOLOGICAL ERRORS MAY OCCUR. FOR EXAMPLE, PRODUCTS INCLUDED ON THE WEBSITE MAY BE UNAVAILABLE, MAY HAVE DIFFERENT ATTRIBUTES THAN THOSE LISTED, OR MAY ACTUALLY CARRY A DIFFERENT PRICE THAN THAT STATED ON THE WEBSITE. IN

ADDITION, WE MAY MAKE CHANGES IN INFORMATION ABOUT PRICE AND AVAILABILITY WITHOUT NOTICE. WE WILL CORRECT ANY PRICING ERRORS ON THE WEBSITE AS AND WHEN DISCOVERED. THE WEBSITE CONTAINS A LARGE NUMBER OF PRODUCTS AND SERVICES AND IT IS ALWAYS POSSIBLE THAT, DESPITE OUR BEST EFFORTS, SOME OF THE PRODUCTS OR SERVICES LISTED ON THE WEBSITE MAY BE INCORRECTLY PRICED. WE WILL NORMALLY VERIFY PRICES AS PART OF OUR SHIPPING PROCEDURES SO THAT, WHERE THE CORRECT PRICE IS LESS THAN OUR STATED PRICE; WE WILL CHARGE THE LOWER AMOUNT WHEN SHIPPING THE PRODUCTS TO YOU. IF THE CORRECT PRICE IS HIGHER THAN THE PRICE STATED ON THE WEBSITE, WE WILL NORMALLY, AT OUR DISCRETION, EITHER CONTACT YOU FOR INSTRUCTIONS BEFORE SHIPPING THE PRODUCT, OR REJECT YOUR ORDER AND NOTIFY YOU OF SUCH REJECTION. WE SHALL NOT PROVIDE THE PRODUCTS TO YOU AT THE INCORRECT (LOWER) PRICE, EVEN AFTER WE HAVE SENT YOU AN ORDER CONFIRMATION OR A SHIPPING CONFIRMATION, IF THE PRICING ERROR IS OBVIOUS AND UNMISTAKABLE AND COULD HAVE REASONABLY BEEN RECOGNIZED BY YOU AS A PRICING ERROR. 3.2 THE WEBSITE MAY CONTAIN TYPOGRAPHICAL MISTAKES, INACCURACIES, OR OMISSIONS, SOME OF WHICH MAY RELATE TO PRICING AND AVAILABILITY OF PRODUCTS OR THE EVENTS WE PROMOTE, AND SOME INFORMATION MAY NOT BE COMPLETE OR CURRENT. WE RESERVE THE RIGHT TO CORRECT ANY ERRORS, INACCURACIES OR OMISSIONS, INCLUDING AFTER AN ORDER HAS BEEN SUBMITTED, AND TO CHANGE OR UPDATE INFORMATION AT ANY TIME WITHOUT PRIOR NOTICE.

3.2 YOU ACKNOWLEDGE THAT THE PARTICULAR TECHNICAL SPECIFICATIONS AND SETTINGS OF YOUR COMPUTER AND ITS DISPLAY COULD AFFECT THE ACCURACY OF ITS DISPLAY OF THE COLORS AND LOOK OF PRODUCTS OFFERED ON THE WEBSITE.

4. CHANGES TO WEBSITE OR THESE TERMS OF USE

4.1 OTHER THAN AS MAY BE REQUIRED BY LAW, WE RESERVE THE RIGHT TO MODIFY OR WITHDRAW, TEMPORARILY OR PERMANENTLY, THE WEBSITE (OR ANY PART OF) WITH OR WITHOUT NOTICE TO YOU, AND YOU CONFIRM THAT WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY MODIFICATION TO WITHDRAW OR WITHDRAWAL OF THE WEBSITE OR ANY PORTION OF IT.

4.2 WE MAY ALTER THESE TERMS OF USE FROM TIME TO TIME, AND YOUR USE OF THE WEBSITE (OR ANY PART OF THE WEBSITE) FOLLOWING SUCH CHANGE SHALL BE DEEMED TO BE YOUR ACCEPTANCE OF SUCH CHANGE. IT IS YOUR RESPONSIBILITY TO CHECK REGULARLY TO DETERMINE WHETHER THE TERMS OF USE HAVE BEEN CHANGED. IF YOU DO NOT AGREE TO ANY CHANGE TO THE TERMS OF USE THEN YOU MUST IMMEDIATELY STOP USING THE WEBSITE.

4.3 THE WEBSITE IS SUBJECT TO CONSTANT CHANGE. YOU WILL NOT BE ELIGIBLE FOR ANY COMPENSATION BECAUSE YOU CANNOT USE ANY PART OF THE WEBSITE OR BECAUSE OF A FAILURE, SUSPENSION OR WITHDRAWAL OF ALL OR PART OF THE WEBSITE.

5. EXTERNAL SITES, RESOURCES AND LINKING TO THIS SITE

5.1 FROM TIME TO TIME, THIS WEBSITE MAY CONTAIN LINKS TO WEBSITES THAT ARE NOT OWNED, OPERATED OR CONTROLLED BY US OR OUR AFFILIATES. ALL SUCH LINKS

ARE PROVIDED SOLELY AS A CONVENIENCE TO YOU. IF YOU USE THESE LINKS, YOU WILL LEAVE THIS WEBSITE AND DO SO ENTIRELY AT YOUR OWN RISK. NEITHER WE NOR ANY OF OUR AFFILIATES ARE RESPONSIBLE FOR THE AVAILABILITY OF ANY WEBSITES OWNED OR CONTROLLED BY THIRD-PARTIES. WE DO NOT ENDORSE AND ARE NOT RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR THE PRIVACY PRACTICES OR THE CONTENT (INCLUDING MISREPRESENTATIVE OR DEFAMATORY CONTENT) OF ANY THIRD PARTY WEBSITES, INCLUDING (WITHOUT LIMITATION) ANY ADVERTISING, PRODUCTS OR OTHER MATERIALS OR SERVICES ON OR AVAILABLE FROM SUCH WEBSITES OR RESOURCES, NOR FOR ANY DAMAGE, LOSS OR OFFENSE CAUSED OR ALLEGED TO BE CAUSED BY, OR IN CONNECTION WITH, THE USE OF OR RELIANCE ON ANY SUCH CONTENT, GOODS OR SERVICES AVAILABLE ON SUCH THIRD-PARTY EXTERNAL SITES OR RESOURCES.

5.2 CREATING OR MAINTAINING ANY LINK FROM ANOTHER WEBSITE TO ANY PAGE ON THIS WEBSITE WITHOUT OUR PRIOR WRITTEN PERMISSION IS PROHIBITED. RUNNING OR DISPLAYING THIS WEBSITE OR ANY MATERIAL DISPLAYED ON THIS WEBSITE IN FRAMES OR THROUGH SIMILAR MEANS ON ANOTHER WEBSITE WITHOUT OUR PRIOR WRITTEN PERMISSION IS PROHIBITED. ANY PERMITTED LINKS TO THIS WEBSITE MUST COMPLY WITH ALL APPLICABLE LAWS, RULE AND REGULATIONS.

6. ORDERS, SHIPPING AND RETURNS; LIMITED RELEASES; SALES

6.1 ORDERS

A. PLEASE FOLLOW THE INSTRUCTIONS ON THE WEBSITE TO PLACE YOUR ORDERS. YOUR ORDER CONSTITUTES AN OFFER TO US TO BUY THE PRODUCTS AND SERVICES. AFTER RECEIVING AN ORDER, WE WILL SEND YOU AN E-MAIL ACKNOWLEDGING THAT WE HAVE RECEIVED YOUR ORDER ("ORDER CONFIRMATION").

B. WHILE IT IS OUR PRACTICE TO CONFIRM ORDERS BY EMAIL, THE RECEIPT OF AN EMAIL ORDER CONFIRMATION DOES NOT CONSTITUTE OUR ACCEPTANCE OF AN ORDER OR OUR CONFIRMATION OF AN OFFER TO SELL A PRODUCT OR SERVICE. ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY US, AND WE WILL CONFIRM SUCH ACCEPTANCE TO YOU BY SENDING YOU AN EMAIL CONFIRMING THE SHIPMENT OF YOUR ORDER (THE "SHIPPING CONFIRMATION"). A CONTRACT WITH US WILL BE FORMED ONLY WHEN YOU RECEIVE THE SHIPPING CONFIRMATION. THE CONTRACT WILL RELATE ONLY TO THOSE PRODUCTS AND SERVICES WHOSE SHIPMENT WE HAVE CONFIRMED IN THE SHIPPING CONFIRMATION. WE WILL NOT BE OBLIGED TO SUPPLY ANY OTHER PRODUCTS OR SERVICES WHICH MAY HAVE BEEN PART OF YOUR ORDER IN THE SAME OR A SEPARATE ORDER CONFIRMATION.

C. WE RESERVE THE RIGHT TO CANCEL YOUR ORDER AT ANY TIME BEFORE WE HAVE ACCEPTED IT AND WE MAY RESCIND OUR ACCEPTANCE AND CANCEL YOUR ORDER, OR ANY PORTION THEREOF IN OUR DISCRETION, EVEN AFTER YOUR RECEIPT OF AN ORDER CONFIRMATION OR AFTER YOUR CREDIT CARD HAS BEEN CHARGED. WE ALSO RESERVE THE RIGHT, WITHOUT PRIOR NOTICE, TO LIMIT THE ORDER QUANTITY ON ANY PRODUCT OR SERVICE AND/OR TO REFUSE SERVICE TO ANY CUSTOMER. WE MAY ALSO REQUIRE VERIFICATION OF INFORMATION PRIOR TO THE ACCEPTANCE AND/OR SHIPMENT OF ANY ORDER.

D. THE PRICES DISPLAYED ON THE WEBSITE ARE QUOTED IN U.S. DOLLARS AND MUST BE PAID IN U.S. DOLLARS. IN THE EVENT A PRODUCT IS LISTED AT AN INCORRECT PRICE, WE HAVE THE RIGHT TO REFUSE OR CANCEL ORDERS PLACED FOR THE PRODUCT LISTED AT THE INCORRECT PRICE, REGARDLESS OF WHETHER THE ORDER HAS BEEN CONFIRMED OR YOUR CREDIT CARD CHARGED. IF YOUR CREDIT CARD HAS ALREADY BEEN CHARGED FOR THE PURCHASE AND YOUR ORDER IS CANCELED, WE WILL ISSUE A CREDIT TO YOUR CREDIT CARD ACCOUNT.

6.2 SHIPPING

A. UNLESS OTHERWISE NOTED AND SUBJECT TO APPLICABLE RESTRICTIONS, WE WILL SHIP ITEMS INTERNATIONALLY AND TYPICALLY WITHIN 2 TO 3 BUSINESS DAYS FROM RECEIPT OF ORDER. TRACKING INFORMATION WILL BE SENT AFTER YOUR ORDER SHIPS. INTERNATIONAL CUSTOMERS ARE RESPONSIBLE FOR CUSTOMS, TAXES, AND DUTIES.

B. WHEN AN ORDER IS PLACED, IT WILL BE SHIPPED TO THE ADDRESS DESIGNATED BY THE PURCHASER AS LONG AS THAT SHIPPING ADDRESS IS COMPLIANT WITH THE SHIPPING RESTRICTIONS CONTAINED ON THIS WEBSITE.

C. ALL PURCHASES FROM THIS WEBSITE ARE MADE PURSUANT TO A SHIPMENT CONTRACT. AS A RESULT, RISK OF LOSS AND TITLE FOR ITEMS PURCHASED FROM THIS WEBSITE PASS TO YOU UPON DELIVERY OF THE ITEMS TO THE CARRIER. YOU ARE RESPONSIBLE FOR FILING ANY CLAIMS WITH CARRIERS FOR DAMAGED AND/OR LOST SHIPMENTS.

6.3 RETURNS. UNLESS THE ITEM IS A FINAL SALE (E.G., LIMITED RELEASE OR MARKED ON SALE AT THE TIME OF PURCHASE), RETURNS WILL BE ACCEPTED WITHIN 30 DAYS OF RECEIPT. RETURNED MERCHANDISE SHOULD BE IN THE SAME CONDITION AS WHEN YOU RECEIVED IT, UNWORN, UNDAMAGED, SALEABLE WITH ORIGINAL TAGS AND PACKAGING (IF APPLICABLE). ALTERED APPAREL, SPECIAL ORDERS, PERISHABLE OR PERSONALIZED/MONOGRAMMED ITEMS, AND ITEMS IDENTIFIED AS "FINAL SALE" CANNOT BE RETURNED. WE RESERVE THE RIGHT, AT OUR SOLE DISCRETION, TO DETERMINE IF RETURNED MERCHANDISE IS IN SALEABLE CONDITION. RETURNED MERCHANDISE MUST BE SHIPPED AT YOUR EXPENSE AND WILL BE SUBJECT TO A RESTOCKING FEE OF TEN PERCENT (10%) OF THE PURCHASE PRICE.

6.4 IMPORTANT NOTE ON LIMITED RELEASES, PRE-ORDERS AND SALES:

A. SOME PRODUCTS ON THE WEBSITE ARE OF A LIMITED QUANTITY OR RELEASE ("LIMITED RELEASE"). IN THE EVENT YOU WISH TO ORDER A PRODUCT THAT IS A LIMITED RELEASE, YOU AGREE THAT ONCE YOUR ORDER IS PLACED YOU CANNOT MAKE ANY CHANGES TO SIZE, ADDRESS, OR ANY OTHER INFORMATION. OTHER ITEMS ARE PRE-ORDER, WHICH MEANS THEY WILL SHIP WITHIN A SPECIFIED TIME FRAME AFTER THE ORDER IS PLACED. ALL JEWELRY, LIMITED RELEASE AND PRE-ORDER ITEMS ARE FINAL SALES; THERE WILL BE NO RETURNS, EXCHANGES OR CANCELLATIONS FOR THESE ITEMS.

B. UNLESS OTHERWISE NOTED, YOU MAY ONLY PURCHASE ONE ITEM PER ORDER OF A LIMITED RELEASE PRODUCT. WE RESERVE THE RIGHT TO CANCEL YOUR ORDER IF

ATTEMPTING TO PURCHASE MULTIPLE LIMITED RELEASE ITEMS.

C. ON OCCASION, WE OFFER CERTAIN PRODUCTS ON THE WEBSITE AT A SALE OR REDUCED PRICE. ALL ITEMS MARKED ON SALE ARE FINAL SALES; THERE WILL BE NO RETURNS EXCHANGES OR CANCELLATIONS FOR THESE ITEMS.

7. ONLINE SERVICES

7.1 THE WEBSITE CONTAINS OR MAY CONTAIN VARIOUS INTERACTIVE PORTIONS, SUCH AS A USER FORUM, MESSAGE BOARD OR OTHER TYPES OF INTERACTIVE FEATURES THAT ALLOW USERS TO POST CONTENT ON OUR WEBSITE ("ONLINE SERVICES"). WE HAVE NO OBLIGATION TO ACTIVELY MONITOR THE ONLINE SERVICES, BUT WE RESERVE THE RIGHT TO DO SO. WE ARE NOT RESPONSIBLE FOR, NOR DO WE VOUCH FOR THE ACCURACY OF, THE CONTENT OF ANY USER COMMENTS OR OTHER CONTENT THAT MAY BE POSTED OR UPLOADED BY A USER. USER COMMENTS AND OTHER CONTENT POSTED OR UPLOADED BY A USER ("USER CONTENT") EXPRESS THE VIEWS AND OPINIONS OF THE USER AND DO NOT NECESSARILY REFLECT OUR VIEWS OR OPINIONS. WE RESERVE THE RIGHT, IN OUR SOLE DISCRETION, TO EDIT, DELETE, OR REFUSE TO POST USER CONTENT, FOR ANY REASON WHATSOEVER.

7.2 IF YOU BELIEVE THAT ANY USER CONTENT IS INACCURATE OR OBJECTIONABLE, YOU SHOULD CONTACT US BY SENDING AN EMAIL TO INFO@YEEZYSUPPLY.COM. PLEASE PROVIDE US WITH DETAILED INFORMATION ABOUT THE NATURE AND LOCATION OF THE ALLEGED OBJECTIONABLE MATERIAL SO THAT WE MAY EASILY LOCATE AND INVESTIGATE THE SAME.

7.3 BY USING THIS WEBSITE, YOU AGREE THAT: A. YOU WILL NOT UPLOAD, POST, EMAIL OR OTHERWISE TRANSMIT ANY MATERIAL OR OTHER CONTENT THAT: (I) IS DEFAMATORY, LIBELOUS, DISRUPTIVE, THREATENING, INVASIVE OF A PERSON'S PRIVACY, HARMFUL, ABUSIVE, HARASSING, OBSCENE, HATEFUL, OR RACIALLY, ETHNICALLY OR OTHERWISE OBJECTIONABLE; OR THAT OTHERWISE VIOLATES ANY LAW; (II) CONTAINS SOFTWARE VIRUSES OR ANY OTHER COMPUTER CODES, FILES OR PROGRAMS DESIGNED TO INTERRUPT, DESTROY, OR LIMIT THE FUNCTIONALITY OF ANY COMPUTER SOFTWARE OR HARDWARE OR TELECOMMUNICATIONS EQUIPMENT; (III) INFRINGES ANY PERSON OR ENTITY'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING BUT NOT LIMITED TO, PATENT, TRADEMARK, TRADE SECRET, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT).

B. YOU WILL NOT IMPERSONATE ANY PERSON OR ENTITY OR OTHERWISE MISREPRESENT YOUR AFFILIATION WITH A PERSON OR ENTITY.

C. YOU WILL NOT REPEATEDLY POST THE SAME OR SIMILAR MESSAGE ("FLOODING") OR POST EXCESSIVELY LARGE OR INAPPROPRIATE IMAGES OR CONTENT.

D. YOU WILL NOT DISTRIBUTE OR PUBLISH UNSOLICITED PROMOTIONS, ADVERTISING OR SOLICITATIONS FOR FUNDS, GOODS OR SERVICES, INCLUDING BUT NOT LIMITED TO, JUNK MAIL, SPAM AND CHAIN LETTERS.

7.4 USER CONTENT BECOMES PUBLIC INFORMATION. YOU SHOULD BE VERY CAREFUL ABOUT POSTING PERSONALLY IDENTIFIABLE INFORMATION SUCH AS YOUR NAME, ADDRESS, TELEPHONE NUMBER OR EMAIL ADDRESS. IF YOU POST PERSONAL INFORMATION ONLINE, YOU MAY RECEIVE UNSOLICITED MESSAGES FROM OTHER USERS IN RETURN.

7.5 YOU ARE RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR ACCOUNT AND PASSWORD AND FOR RESTRICTING ACCESS TO YOUR COMPUTER. YOU AGREE TO ACCEPT RESPONSIBILITY FOR ALL ACTIVITIES THAT OCCUR UNDER YOUR ACCOUNT OR PASSWORD, REGARDLESS OF WHETHER SUCH USE IS AUTHORIZED BY YOU OR NOT.

7.6 IF YOU SUBMIT ANY USER CONTENT TO THIS WEBSITE, YOU GRANT TO US, AND ANY OF OUR SUCCESSORS, LICENSEES, ASSIGNS, AND AFFILIATES, A ROYALTY-FREE, PERPETUAL, IRREVOCABLE, NON-EXCLUSIVE AND FULLY SUB-LICENSABLE RIGHT AND LICENSE TO USE, REPRODUCE, MODIFY, EDIT, ADAPT, PUBLISH, TRANSLATE, CREATE DERIVATIVE WORKS FROM, DISTRIBUTE, PERFORM AND DISPLAY THE USER CONTENT, AND IN ANY OTHER MEDIA, NOW KNOWN OR HEREFTER DEvised.

7.7 IF YOU CHOOSE TO COMMUNICATE OR MEET WITH OTHER USERS OF THE WEBSITE, YOU ARE DOING SO AT YOUR OWN RISK. WE DO NOT, AND HAVE NO OBLIGATION TO, VERIFY THE IDENTITY OF OR OTHERWISE SCREEN OUR USERS FOR ANY REASON. YOU ACKNOWLEDGE THAT THERE ARE RISKS, INCLUDING THE RISK OF PHYSICAL HARM, WHEN DEALING WITH STRANGERS OR PEOPLE ACTING UNDER FALSE PRETENSES. YOU ASSUME ALL RISKS ASSOCIATED WITH DEALING WITH OTHER USERS WITH WHOM YOU MAY COME IN CONTACT THROUGH THE WEBSITE.

8. GIFT CERTIFICATES, CONTESTS AND PROMOTIONS

8.1 GIFT CERTIFICATES CAN ONLY BE REDEEMED VIA PURCHASES MADE ON THE WEBSITE, AND ARE NOT REDEEMABLE FOR CASH. ANY UNUSED BALANCE WILL BE PLACED IN THE RECIPIENT'S GIFT CERTIFICATE ACCOUNT AND IS NOT TRANSFERABLE. IF YOUR ORDER EXCEEDS THE AMOUNT OF YOUR GIFT CERTIFICATE, YOU MUST PAY FOR THE BALANCE WITH A CREDIT CARD. WE ARE NOT RESPONSIBLE FOR LOST OR STOLEN GIFT CERTIFICATES.

8.2 WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO GIFT CERTIFICATES, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT A GIFT CERTIFICATE CODE IS NON-FUNCTIONAL, YOUR SOLE REMEDY, AND OUR SOLE LIABILITY, SHALL BE THE REPLACEMENT OF SUCH GIFT CERTIFICATE. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

8.3 FROM TIME TO TIME, WE MAY OFFER AND/OR CO-SPONSOR CONTESTS, SWEEPSTAKES, AND GAMES ON THE WEBSITE. EACH OF THESE ACTIVITIES SHALL BE GOVERNED BY SPECIFIC RULES ACCESSIBLE FROM THE PAGES OF THE WEBSITE OFFERING THE PROMOTION.

9. DISCLAIMERS

9.1 WE MAKE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED IN RELATION TO THE ACCURACY OF ANY INFORMATION ON THE WEBSITE. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION. WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, IN RELATION TO THE WEBSITE, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY, ACCURACY, CONDITION OR COMPLETENESS, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OR TRADE.

9.2 WE MAKE NO WARRANTY THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR BUGS OR ARE FULLY FUNCTIONAL, ACCURATE, OR RELIABLE.

9.3 AS SET FORTH IN THE WEBSITE PRIVACY POLICY, YOU ACKNOWLEDGE THAT WE CANNOT GUARANTEE, AND THEREFORE SHALL NOT BE IN ANY WAY RESPONSIBLE FOR, THE SECURITY OR PRIVACY OF THE WEBSITE AND ANY INFORMATION PROVIDED TO OR TAKEN FROM THE WEBSITE BY YOU.

10. LIMITATIONS ON LIABILITY

BY YOUR USE OF THE SITE, YOU ACKNOWLEDGE, AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE SITE AND UNDERSTAND AND ASSUME THE RISKS OF SENDING INFORMATION VIA AND CONDUCTING TRANSACTIONS OVER THE INTERNET. YOU ACKNOWLEDGE AND AGREE THAT YEEZY AND/OR ITS SUBSIDIARIES, AFFILIATES, LICENSEES OR THIRD PARTY CONTENT PROVIDERS WILL NOT BE LIABLE FOR ANY DAMAGES, CLAIMS OR CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO THE SITE AND YOUR USE OF THE SITE, YOUR USE OF A SITE LINKED TO FROM THE SITE, THE PRODUCTS OR SERVICES OFFERED THROUGH THE SITE (EXCEPT AS PROVIDED IN OUR RETURN POLICY), THE UNAUTHORIZED ACCESS TO, LOSS OF OR USE OF DATA, ANY FAILURES OF PERFORMANCE, ERRORS OR OMISSIONS, NETWORK OR INTERNET DELAYS OR FAILURES OR THE ACTIONS OF THIRD PARTIES WHO USE THE SITE, WHETHER SUCH DAMAGES, CLAIMS OR CAUSES OF ACTION ARE BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND EVEN IF WE ARE NOTIFIED IN ADVANCE OF THE POTENTIAL FOR ANY SUCH DAMAGES. THIS LIMITATION OF LIABILITY APPLIES TO DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER DAMAGES YOU OR OTHERS MAY SUFFER, AS WELL AS DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION OR THE LOSS OF DATA OR INFORMATION. YOUR EXCLUSIVE REMEDY FOR ANY DISPUTE WITH YEEZY, OUR OFFICERS, DIRECTORS, EMPLOYEES AND AFFILIATES ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE IS TO DISCONTINUE YOUR USE OF THE SITE. THE LAWS OF CERTAIN JURISDICTIONS MAY NOT PERMIT THIS LIMITATION OF LIABILITY, SO SOME OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

11. INDEMNIFICATION

YOU AGREE TO BE FULLY RESPONSIBLE FOR (AND FULLY INDEMNIFY US AGAINST) ALL CLAIMS, LIABILITY, DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING LEGAL FEES, SUFFERED BY US AND ARISING OUT OF ANY USER CONTENT YOU POST TO THE WEBSITE AND ANY BREACH OF YOUR REPRESENTATIONS AND WARRANTIES OR THESE TERMS OF USE BY YOU OR ANY OTHER LIABILITIES ARISING OUT OF YOUR USE OF THE WEBSITE, OR THE USE BY ANY OTHER PERSON ACCESSING THE WEBSITE USING YOUR COMPUTER OR INTERNET ACCESS ACCOUNT.

12. RESOLUTION OF CLAIMS OR DISPUTES.

ANY DISPUTES ARISING OUT OF OR REGARDING THESE TERMS OF USE WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, APPLICABLE TO AGREEMENTS MADE AND PERFORMED IN CALIFORNIA. EXCEPT WHERE PROHIBITED BY LAW, YOU FURTHER AGREE THAT (1) ANY AND ALL DISPUTES AND CAUSES OF ACTION ARISING OUT OF THIS PRIVACY POLICY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY FINAL AND BINDING ARBITRATION UNDER THE RULES OF THE JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC. ["JAMS"] AND HELD AT THE JAMS REGIONAL OFFICE LOCATED IN LOS ANGELES, CALIFORNIA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM OR SEEK INJUNCTIVE RELIEF OR ANY OTHER EQUITABLE CLAIM. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

ALL DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING ARBITRATION. YOU HEREBY AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS CONTRACT, EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT. YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. YOU AGREE THAT ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WITH RESPECT TO THE INTERPRETATION OF ANY PROVISION OF THIS AGREEMENT OR CONCERNING THE PERFORMANCE OR OBLIGATIONS OF US OR YOU, SHALL BE RESOLVED BY MANDATORY AND BINDING ARBITRATION SUBMITTED TO JAMS IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AT THE REQUEST OF EITHER US OR YOU PURSUANT TO THE FOLLOWING CONDITIONS:

(A) PLACE OF ARBITRATION HEARINGS. UNLESS YOU ELECT TO CONDUCT THE ARBITRATION BY TELEPHONE OR WRITTEN SUBMISSION, AN IN-PERSON ARBITRATION HEARING WILL CONDUCTED AT A JAMS FACILITY IN YOUR AREA OR AT A JAMS FACILITY IN OR NEAR LOS ANGELES, CALIFORNIA.

(B) SELECTION OF ARBITRATOR SHALL BE MADE PURSUANT TO JAMS' STREAMLINED ARBITRATION RULES & PROCEDURES OR JAMS' COMPREHENSIVE ARBITRATION RULES & PROCEDURES, DEPENDING ON THE AMOUNT OF THE CLAIM AS SPECIFIED HEREIN.

(C) CONDUCT OF ARBITRATION. THE ARBITRATION SHALL BE CONDUCTED BY A SINGLE NEUTRAL ARBITRATOR UNDER JAMS' STREAMLINED ARBITRATION RULES & PROCEDURES.

FOR CLAIMS EXCEEDING \$5,000.00, THE ARBITRATION SHALL BE CONDUCTED UNDER JAMS' COMPREHENSIVE ARBITRATION RULES & PROCEDURES SUBJECT TO THE APPLICABLE JAMS PROCEDURE. THE ARBITRATOR SHALL ALLOW REASONABLE DISCOVERY IN THE FORMS PERMITTED BY THE FEDERAL RULES OF CIVIL PROCEDURE, TO THE EXTENT CONSISTENT WITH THE PURPOSE OF THE ARBITRATION. THE ARBITRATOR(S) SHALL HAVE NO POWER OR AUTHORITY TO AMEND OR DISREGARD ANY PROVISION OF THIS SECTION OR ANY OTHER PROVISION OF THESE TERMS OF SERVICE, EXCEPT AS NECESSARY TO COMPLY WITH JAMS' POLICY ON CONSUMER ARBITRATIONS PURSUANT TO PRE-DISPUTE CLAUSES MINIMUM STANDARDS OF PROCEDURAL FAIRNESS. THE ARBITRATION HEARING SHALL BE COMMENCED PROMPTLY AND CONDUCTED EXPEDITIOUSLY. IF MORE THAN ONE DAY IS NECESSARY, THE ARBITRATION HEARING SHALL BE CONDUCTED ON CONSECUTIVE DAYS UNLESS OTHERWISE AGREED IN WRITING BY THE PARTIES.

(D) FINDINGS AND CONCLUSIONS. THE ARBITRATOR(S) SHALL, AFTER REACHING JUDGMENT AND AWARD, PREPARE AND DISTRIBUTE TO THE PARTIES WRITTEN FINDINGS OF FACT AND CONCLUSIONS OF LAW RELEVANT TO SUCH JUDGMENT AND AWARD AND CONTAINING AN OPINION SETTING FORTH THE REASONS FOR THE GIVING OR DENIAL OF ANY AWARD. THE AWARD OF THE ARBITRATOR(S) SHALL BE FINAL AND BINDING ON THE PARTIES, AND JUDGMENT THEREON MAY BE ENTERED IN A COURT OF COMPETENT JURISDICTION.

(E) COSTS AND FEES. YOU WILL BE SUBJECT TO A \$250 FILING FEE TO INITIATE AN ARBITRATION. TO THE EXTENT PERMITTED BY JAMS PROCEDURES, EACH PARTY SHALL BEAR ITS OWN COSTS AND EXPENSES AND AN EQUAL SHARE OF THE ARBITRATORS' AND ADMINISTRATIVE FEES OF ARBITRATION, WITH USPA LLC REMAINING RESPONSIBLE FOR ITS SHARE OF COSTS, EXPENSES AND FEES PLUS ANY COSTS, EXPENSES AND FEES REQUIRED OF IT UNDER JAMS PROCEDURES.

(F) LITIGATION. THE FEDERAL ARBITRATION ACT AND FEDERAL ARBITRATION LAW APPLY TO THIS AGREEMENT. EITHER PARTY ALSO MAY, WITHOUT WAIVING ANY REMEDY UNDER THIS AGREEMENT, SEEK FROM ANY COURT HAVING JURISDICTION ANY INTERIM OR PROVISIONAL RELIEF THAT IS NECESSARY TO PROTECT THE RIGHTS OR PROPERTY OF THAT PARTY, PENDING THE ESTABLISHMENT OF THE ARBITRAL TRIBUNAL (OR PENDING THE ARBITRAL TRIBUNAL'S DETERMINATION OF THE MERITS OF THE CONTROVERSY). WE ALSO BOTH AGREE THAT YOU OR WE MAY BRING SUIT IN COURT TO ENJOIN INFRINGEMENT OR OTHER MISUSE OF INTELLECTUAL PROPERTY RIGHTS.

(G) OTHER. THE FEDERAL ARBITRATION ACT AND FEDERAL ARBITRATION LAW APPLY TO THESE TERMS AND CONDITIONS. (H) SUBJECT TO THE REQUIREMENT FOR ARBITRATION HEREUNDER, IN ANY ACTION ARISING OUT OF OR RELATING TO THIS PRIVACY POLICY, THE LAWS OF THE STATE OF NEW YORK SHALL BE APPLIED, WITHOUT REGARD TO CHOICE OF LAWS. (I) CLASS ACTION WAIVER. THE PARTIES FURTHER EXPRESSLY WAIVE ANY ABILITY TO MAINTAIN ANY CLASS ACTION IN ANY FORUM. ANY ARBITRATION, CLAIM OR OTHER PROCEEDINGS BY OR BETWEEN YOU AND USPA SHALL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT IN ANY CLASS ACTION, MASS ACTION, OR ON A CONSOLIDATED OR REPRESENTATIVE BASIS. YOU FURTHER AGREE THAT THE ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF OR TO COMBINE

OR AGGREGATE SIMILAR CLAIMS OR UNRELATED TRANSACTIONS. YOU ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT SPECIFICALLY PROHIBITS YOU FROM COMMENCING ARBITRATION PROCEEDINGS AS A REPRESENTATIVE OF OTHERS. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL. ANY CLAIM THAT ALL OR PART OF THIS CLASS ACTION WAIVER IS UNENFORCEABLE, UNCONSCIONABLE, VOID, OR VOIDABLE MAY BE DETERMINED ONLY BY A COURT OF COMPETENT JURISDICTION AND NOT BY AN ARBITRATOR.

13. INVESTIGATIONS OF VIOLATIONS OF THESE TERMS

WE MAY INVESTIGATE ANY REPORTED VIOLATION OF THESE TERMS OF USE AND TAKE ANY ACTION THAT WE DEEM APPROPRIATE. SUCH ACTION MAY INCLUDE, BUT IS NOT LIMITED TO, ISSUING WARNINGS, REMOVING POSTED CONTENT AND/OR REPORTING ANY ACTIVITY THAT WE SUSPECT VIOLATES ANY LAW OR REGULATION TO APPROPRIATE LAW ENFORCEMENT OFFICIALS, REGULATORS, OR OTHER THIRD PARTIES.

14. NOTICE FOR CALIFORNIA USERS

UNDER CALIFORNIA CIVIL CODE SECTION 1789.3, RESIDENTS OF CALIFORNIA WHO USE THIS WEBSITE ARE ENTITLED TO KNOW THAT THEY MAY FILE GRIEVANCES AND COMPLAINTS WITH: THE COMPLAINT ASSISTANCE UNIT OF THE DIVISION OF CONSUMER SERVICES OF THE CALIFORNIA DEPARTMENT OF CONSUMER AFFAIRS, IN WRITING AT 400 R STREET, SUITE 1080, SACRAMENTO, CALIFORNIA 95814, OR BY TELEPHONE AT (916) 445-1254 OR (800) 952-5210, OR BY EMAIL AT DCA@DCA.CA.GOV.

15. TERMINATION

YOU OR WE MAY SUSPEND OR TERMINATE YOUR ACCOUNT OR YOUR USE OF THIS WEBSITE AT ANY TIME, FOR ANY REASON OR FOR NO REASON. YOU ARE PERSONALLY LIABLE FOR ANY ORDERS THAT YOU PLACE OR CHARGES THAT YOU INCUR PRIOR TO TERMINATION. WE RESERVE THE RIGHT TO CHANGE, SUSPEND, OR DISCONTINUE ALL OR ANY ASPECT OF THIS WEBSITE AT ANY TIME WITHOUT NOTICE.

16. MISCELLANEOUS

16.1 IF ANY PART OF THESE TERMS OF USE SHALL BE DEEMED UNLAWFUL, VOID OR FOR ANY REASON UNENFORCEABLE, THEN THAT PROVISION SHALL BE DEEMED TO BE SEVERABLE FROM THESE TERMS OF USE AND SHALL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF ANY OF THE REMAINING PROVISIONS OF THE TERMS OF USE. 16.2 THESE TERMS OF USE AND OUR PRIVACY POLICY, AND ANY OTHER TERMS OR AGREEMENTS THAT MAY BE POSTED ON THE WEBSITE (AS MAY BE AMENDED FROM TIME TO TIME) ("WEBSITE AGREEMENTS") CONTAIN THE ENTIRE AGREEMENT BETWEEN YOU AND US RELATING TO THE WEBSITE AND YOUR USE OF THE WEBSITE AND SUPERSEDE ANY PREVIOUS AGREEMENTS, ARRANGEMENTS, UNDERTAKINGS OR PROPOSALS, WRITTEN OR ORAL, BETWEEN YOU AND US IN RELATION TO SUCH MATTERS. NO ORAL EXPLANATION OR ORAL INFORMATION SHALL ALTER THE INTERPRETATION OF THESE WEBSITE AGREEMENTS. YOU CONFIRM THAT, IN AGREEING TO ACCEPT THESE WEBSITE AGREEMENTS, YOU HAVE NOT RELIED ON ANY REPRESENTATION EXCEPT INSOFAR AS THE SAME HAS EXPRESSLY BEEN MADE A REPRESENTATION IN THESE WEBSITE AGREEMENTS,

AND YOU AGREE THAT YOU SHALL HAVE NO REMEDY IN RESPECT OF ANY REPRESENTATION WHICH HAS NOT BECOME A TERM OF THESE WEBSITE AGREEMENTS.

16.3 YOU MAY SEND US NOTICES OR COMMUNICATE WITH US BY EMAIL AT INFO@YEEZYSUPPLY.COM. IF YOU SEND US AN EMAIL THAT ASKS FOR A RESPONSE, AND YOU DO NOT RECEIVE A RESPONSE WITHIN TEN (10) BUSINESS DAYS, PLEASE SEND US ANOTHER EMAIL AS WE MAY NOT HAVE RECEIVED YOUR PREVIOUS EMAIL. WHEN YOU SEND E-MAIL TO US, YOU ARE COMMUNICATING WITH US ELECTRONICALLY, AND YOU AGREE THAT WE MAY COMMUNICATE WITH YOU ELECTRONICALLY. YOU ACKNOWLEDGE THAT THAT COMMUNICATIONS BY EMAIL ARE NOT CONSIDERED CONFIDENTIAL COMMUNICATIONS. THEREFORE, PLEASE DO NOT SEND US ANY CONFIDENTIAL INFORMATION BY EMAIL

DATE LAST MODIFIED SEPTEMBER 6, 2017

SEASON 4 HELP TERMS

EXHIBIT 6



CAMOUFLAGE BOXY FIT HOODIE

COLOR CPN 46

100% COTTON

SIZE ▼

\$375

PURCHASE

SEASON 6

PRE SEASON 6

SEASON 5

SEASON 4

HELP

TERMS



CAMOUFLAGE BOXY FIT HOODIE

COLOR CPN 46

100% COTTON

SIZE ▼

\$375

PURCHASE

SEASON 6

PRE SEASON 6

SEASON 5

SEASON 4

HELP

TERMS

EXHIBIT 7



CANVAS TUBULAR THIGH HIGH BOOTS 110 MM

COLOR CPN21

SIZE ▼

\$1050

PURCHASE

SEASON 6

PRE SEASON 6

SEASON 5

SEASON 4

HELP

TERMS



CANVAS TUBULAR THIGH HIGH BOOTS 110 MM

COLOR CPN21

SIZE ▼

\$1050

PURCHASE

SEASON 6

PRE SEASON 6

SEASON 5

SEASON 4

HELP

TERMS



CANVAS TUBULAR THIGH HIGH BOOTS 110 MM

COLOR CPN21

SIZE ▼

\$1050

PURCHASE

SEASON 6

PRE SEASON 6

SEASON 5

SEASON 4

HELP

TERMS



CANVAS TUBULAR THIGH HIGH BOOTS 110 MM

COLOR CPN21

SIZE ▼

\$1050

PURCHASE

SEASON 6

PRE SEASON 6

SEASON 5

SEASON 4

HELP

TERMS

EXHIBIT 8



CARGO PANT

COLOR CPN21

SIZE ▼

\$385

PURCHASE

SEASON 6

PRE SEASON 6

SEASON 5

SEASON 4

HELP

TERMS



CARGO PANT

COLOR CPN21

SIZE ▼

\$385

PURCHASE

SEASON 6

PRE SEASON 6

SEASON 5

SEASON 4

HELP

TERMS

EXHIBIT 9



HOODED BOMBER

COLOR CPN21

SIZE ▼

\$750

PURCHASE

SEASON 6

PRE SEASON 6

SEASON 5

SEASON 4

HELP

TERMS



HOODED BOMBER

COLOR CPN21

SIZE ▼

\$750

PURCHASE

SEASON 6

PRE SEASON 6

SEASON 5

SEASON 4

HELP

TERMS

EXHIBIT 10



LONG SLEEVE T SHIRT

COLOR CPN21 WOLVES

SIZE ▼

\$195

PURCHASE

SEASON 6

PRE SEASON 6

SEASON 5

SEASON 4

HELP

TERMS



LONG SLEEVE T SHIRT

COLOR CPN21 WOLVES

SIZE ▼

\$195

PURCHASE

SEASON 6

PRE SEASON 6

SEASON 5

SEASON 4

HELP

TERMS

EXHIBIT 11



MENS CANVAS MILITARY BOOT

COLOR CPN21

SIZE ▼

\$550

PURCHASE

[SEASON 6](#)

[PRE SEASON 6](#)

[SEASON 5](#)

[SEASON 4](#)

[HELP](#)

[TERMS](#)



MENS CANVAS MILITARY BOOT

COLOR CPN21

SIZE ▼

\$550

PURCHASE

[SEASON 6](#)

[PRE SEASON 6](#)

[SEASON 5](#)

[SEASON 4](#)

[HELP](#)

[TERMS](#)



MENS CANVAS MILITARY BOOT

COLOR CPN21

SIZE ▼

\$550

PURCHASE

SEASON 6

PRE SEASON 6

SEASON 5

SEASON 4

HELP

TERMS



MENS CANVAS MILITARY BOOT

COLOR CPN21

SIZE ▼

\$550

PURCHASE

SEASON 6

PRE SEASON 6

SEASON 5

SEASON 4

HELP

TERMS

EXHIBIT 12



YEEZY SEASON 3 > MOTO LONG SLEEVE T-SHIRT



SOLD OUT



YEEZY SEASON 3 MOTO LONG SLEEVE T-SHIRT

~~\$295.00~~ \$99.00

Color:

CAMO PRINT 14

Size

Please Select ▼

↕ Sizing guide

SOLD OUT

YZY SZN 3

MOTO LONG SLEEVE CAMO PRINT TEE WITH BACK ZIP DETAIL

- 100% Cotton
- Imported
- Made in Turkey

KW3M105-100-14-CAMO PRINT 14

EXHIBIT 13



TRACKPANTS

COLOR CPN21

SIZE ▼

\$275

PURCHASE

SEASON 6

PRE SEASON 6

SEASON 5

SEASON 4

HELP

TERMS



TRACKPANTS

COLOR CPN21

SIZE ▼

\$275

PURCHASE

SEASON 6

PRE SEASON 6

SEASON 5

SEASON 4

HELP

TERMS

EXHIBIT 14



NEW DESIGNERS FOOTWEAR APPAREL ACC

> Sale > CARGO PANT



YEEZY SEASON 5 CARGO PANT

~~\$385.00~~ **\$308.00**

Color:

CPN 21

Size

Please Select ▼

↕ Sizing guide

ADD TO BAG

Yeezy Season 5 Cargo Pant

- Imported

KW5M5005-CPN 21

Explore:

👕 APPAREL

🌟 YEEZY SEASON 5

EXHIBIT 15



Home > Sale > LONG SLEEVE JERSEY T-SHIRT



YEEZY SEASON 5 LONG SLEEVE JERSEY T-SHIRT

~~\$195.00~~ \$156.00

Color:

CPN 21/WOLVES

Size

Please Select

↕ Sizing guide

ADD TO BAG

Yeezy Season 5 Long Sleeve Jersey T-Shirt with camo print.

- Imported

KW5U1129-CPN 21/WOLVES

Explore:

👕 APPAREL

★ YEEZY SEASON 5

EXHIBIT 16

> Sale > MENS CANVAS MILITARY BOOT



YEEZY SEASON 5 MENS CANVAS MILITARY BOOT

~~\$650.00~~ **\$520.00**

Color:

CPN21

Size

Please Select

↕ Sizing guide

ADD TO BAG

Yeezy Season 5 Mens Canvas Military Boot in all over camouflage print.

- Imported

KM4001-127-CPN21

Explore:

☆ YEEZY SEASON 5

for the

$$\begin{array}{c}) \\) \\) \\) \\) \\) \\) \\) \\) \\) \\) \\) \end{array}$$

V.

Defendant(s)

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____ , a person of suitable age and discretion who resides there,
 on *(date)* _____ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____ , who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*: _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

____ District of ____

Defendant(s)

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____ , a person of suitable age and discretion who resides there,
 on *(date)* _____ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____ , who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*: _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

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

DEFENDANTS

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

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

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

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

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

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutional of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

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

- ☐ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.