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Tilly's, Inc., and Shiekh Shoes, Inc.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

GLENNON MARRERO,

Plaintiff,

vs.

**MICHAEL RAY NGUYEN-
STEVENSON; UNIVERSAL MUSIC
GROUP, INC.; TILLY'S, INC.;
SHIEKH SHOES; and DOE
CORPORATION,**

Defendants.

Case No. 2:13-cv-09291-CBM-PJW

Assigned For All Purposes
Hon. Consuelo B. Marshall

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
MOTION FOR SUMMARY
JUDGMENT**

Date: December 2, 2014
Time: 10:00 a.m.
Ct rm: 2 - 2nd Floor, Spring Street

**MICHAEL RAY NGUYEN-
STEVENSON,**

Third-Party Plaintiff,

v.

LAST KINGS DESIGNS LLC,
a California limited liability company,

Third-Party Defendant.

Complaint Filed: 12/18/2013
Trial Date: 4/7/2015

MEMORANDUM OF POINTS AND AUTHORITIES

1. INTRODUCTION

This is a copyright infringement action concerning graphic designs used to launch a clothing line marketed by rap artist “Tyga” under the “Last Kings” brand. The brand was specifically created to capitalize on Tyga’s celebrity status. For purposes of this summary judgment motion only, defendants concede that plaintiff is the sole author and owner of the copyrighted works, two logo designs. Defendants maintain, however, that plaintiff created the logos at the request of Tyga and handed them over, intending that Tyga promote, copy and use the logos for the clothing line. Tyga therefore had an implied non-exclusive license. The license included the right to sublicense the works to others, including manufacturers and distributors. The license was irrevocable because plaintiff received consideration in the form of an equity interest in the clothing company and a profit interest in any distributions. The corporate defendants are not liable because they either manufactured or purchased product from an authorized licensee. At best, plaintiff merely has a suit against Tyga for breach of contract, not for infringement of copyright.

2. SUMMARY OF RELEVANT PLEADINGS

Plaintiff Glennon Marrero (Marrero) filed this action on December 18, 2013; he amended the complaint on September 22, 2014. (Doc 82.) In Count One, Marrero alleges that on August 14, 2010, he created the “Last Kings Pharaoh Logo” depicted in Figure 1. In Count Two, Marrero alleges that on November 1, 2010, he created the “Careless World Logo” depicted in Figure 5. Plaintiff registered his copyrights to the logos on August 6, 2013. Plaintiff sued all defendants for direct infringement, seeking the full range of equitable and legal remedies. On November 3, 2014, defendants filed their answer to the amended complaint, alleging as an affirmative defense, among others, implied license. (Doc 100, 17th Defense, at p. 10.)

3. SUMMARY OF UNCONTROVERTED FACTS

Marrero and Michael Ray Nguyen-Stevenson (Stevenson) first met in 2006 or 2007 through mutual friends. (Fact 1.) Throughout the period of 2006 to 2009, Stevenson, performing under the stage name “Tyga,” gained increasing attention as a promising young musician in the rap genre of music. (Fact 2.)

In August 2010, Marrero entered into an agreement with Tyga, Tarell Meeks, and Shakir Bahati to form a clothing company which became Last Kings Designs LLC (Company). (Fact 3.) The Company was officially formed on August 18, 2010. (Fact 4.) Marrero was asked to and did create the main logo for the clothing line, a silhouette of a Pharaoh or King Tut head. (Fact 6.) Marrero used Adobe Illustrator software to create the electronic version of the logo. (Fact 7.) The final version of the main logo, referred to as the “Last Kings Pharaoh Logo,” was finished on August 14, 2010. (Fact 8.) Marrero delivered to Stevenson an electronic file containing the logo. (Facts 9 & 13.) Marrero was given a profit and equity interest in the Company in exchange for his assistance in designing the logo and for his agreement to act as Creative Director. (Fact 10.)¹

At the time the Last Kings Pharaoh Logo was completed, Marrero knew it was going to be used on Last Kings merchandise. (Facts 14.) In 2010, garments with the logo, such as hats and t-shirts, were used to test the look and sizing, but they were not for sale. (Fact 15.) Stevenson wore samples during concerts, music videos, and other public appearances; he also actively promoted the brand on social media sites. (Fact 16.) Marrero allowed Stevenson to use the logo believing that

¹ To be fair, Marrero disputes that he “contributed” the copyrighted designs in exchange for his profit/equity interest despite the broad language of Corporations Code § 17701.02, subd. (c)(1) (contribution means “any benefit provided by a person” to the LLC). Nonetheless, he does concede he was given a 25% membership interest at the time he delivered the logo in August 2010. Marrero argues his membership interest was conferred in exchange for “acting as Creative Director.”

1 compensation would depend on how well it performed in the marketplace, i.e., how
2 much “appeal” it had among consumers. (Fact 17.)² Marrero never demanded
3 payment of compensation when he delivered the logo to Stevenson in August 2010
4 knowing it would be used on Last Kings clothing and other merchandise. (Fact 18.)

5 On November 1, 2010, Marrero created the Careless World Logo. (Fact 19.)
6 Marrero never demanded payment of compensation when he delivered to Stevenson
7 the Careless World Logo in November 2010 knowing it would be used to promote
8 the Careless World album and used on Last Kings clothing and other merchandise.
9 (Fact 20.)

10 Stevenson and Meeks never expected Marrero to request compensation for
11 use of the Last Kings Pharaoh Logo and Careless World Logo (collectively, the
12 Logos) since Stevenson believed Marrero was adequately compensated with an
13 equity interest in the Company and with an equal percentage of profit distributions,
14 if and when made. (Fact 21.)

15 To the extent Marrero believed he retained a separate intellectual property
16 interest in the Logos, Marrero never advised Stevenson or Meeks of such an interest.
17 (Fact 22.) In fact, no one in the Company advised Stevenson or Meeks that Marrero
18 had retained a separate intellectual property interest in the Logos. (Facts 23 & 25.)
19 And they never saw any writing whereby Marrero reserved intellectual property
20 rights in the Logos. (Facts 24 & 26.)

21 After Marrero stopped working as Creative Director in early 2012, the
22 Company became inactive; Stevenson, however, continued to release new tracks.
23 (Fact 29.) On February 21, 2012, Stevenson released “Careless World: Rise of the
24 Last King” which peaked at number four on Billboard Magazine’s U.S. Album

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27 ² This admission bolsters defendants’ position that Marrero accepted a 25% profit interest
28 at the time he delivered the Last Kings Pharaoh Logo to Stevenson.

1 Charts. (Fact 30.) On April 9, 2013, Stevenson released “Hotel California” which
2 held the number one position on Billboard Magazine’s Rap Album Chart. (Fact 31.)

3 In 2012, as Stevenson’s music was growing in popularity, so was the demand
4 for Last Kings clothing. (Fact 32.) In order to meet growing demand, in or about
5 July 2012, Stevenson sublicensed Tyga Music, LLC, which, in turn, allowed
6 defendant Bravado International Group Merchandising Services, Inc. (Bravado) to
7 sell tour merchandise bearing the Logos. (Fact 33.) From January 2013 to
8 September 2013, Stevenson sublicensed Aphection, Inc., which, in turn, sold
9 merchandise bearing the Logos to defendants Tilly’s, Inc. and Shiekh Shoes, Inc.
10 (Fact 34.) Stevenson terminated the Aphection contract in September 2013. (Fact
11 35.)

12 From October 2013 to the present, Stevenson sublicenses Egypt Last Kings
13 Clothing, LLC, which, in turn, sells merchandise bearing the Logos to defendants
14 Tilly’s and Shiekh Shoes. (Fact 36.) At all relevant times, Bravado, Tilly’s, and
15 Shiekh Shoes acquired Last Kings merchandise from an authorized manufacturer,
16 distributor, or licensee. (Fact 37.)

17 **4. SUMMARY JUDGMENT STANDARDS**

18 “Summary judgment is appropriate when, viewing the evidence in the light
19 most favorable to the non-moving party and drawing all reasonable inferences in
20 favor of that party, no genuine issue of material fact exists and the movant is entitled
21 to judgment as a matter of law.” *Range Road Music, Inc. v. East Coast Foods,*
22 *Inc.*, 668 F.3d 1148, 1152 (9th Cir. 2012). “A party asserting that a fact cannot be or
23 is genuinely disputed must support the assertion by citing to particular parts of
24 materials in the record, including depositions, documents, electronically stored
25 information, affidavits or declarations, . . . admissions, interrogatory answers, or
26 other material.” Fed.R.Civ.Proc. 56(c)(1)(A). Alternatively, the party can support
27 the assertion by “showing that the materials cited do not establish the absence or
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1 presence of a genuine disputes, or that an adverse party cannot produce admissible
2 evidence to support the fact.” Fed.R.Civ.Proc. 56(c)(1)(B).

3 There are two important limitations that are germane to these proceedings.
4 First, the affidavit or declaration used to support or oppose the motion “must be
5 made on personal knowledge, set out facts that would be admissible in evidence,
6 and show that the affiant or declarant is competent to testify on the matters stated.”
7 Fed.R.Civ.Proc. 56(c)(4). A “conclusory, self-serving affidavit, lacking detailed
8 facts and any supporting evidence” is insufficient to create a genuine issue of
9 material fact. *Range Road Music*, supra, 668 F.3d at 1152.

10 Second, although the court cannot make credibility determinations and weigh
11 evidence when adjudicating a motion for summary judgment, but it can and should
12 disregard sham issues of fact. The sham declaration doctrine prevents a party who
13 has been examined during a prior deposition from “raising an issue of fact simply by
14 submitting an affidavit contradicting his own prior testimony,” because, if allowed,
15 it “would greatly diminish the utility of summary judgment as a procedure for
16 screening out sham issues of fact.” *Yeager v. Bowlin*, 693 F.3d 1076, 1080 (9th Cir.
17 2012); *Kennedy v. Allied Mut. Ins. Co.*, 952 F.2d 262, 266 (9th Cir.1991).

18 **5. ARGUMENT**

19 **A. Implied License Defense**

20 The Ninth Circuit has adopted a three-part test for determining whether the
21 copyright owner granted a nonexclusive license to another: An implied license is
22 granted when (1) a person (the licensee) requests the creation of a work, (2) the
23 creator (the licensor) makes that particular work and delivers it to the licensee who
24 requested it, and (3) the licensor intends that the licensee-requestor copy and
25 distribute his work. *Effects Associates v. Cohen*, 908 F.2d 555, 558-59 (9th Cir.
26 1990). So long as it does not conflict with the Copyright Act, state law determines
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1 whether a copyright holder has granted such a license. *Foad Consulting Group v.*
2 *Musil Govan Azzalino*, 270 F.3d 821, 827 (9th Cir. 2001).

3 *Effects* involved an infringement claim between the creator of special effects
4 footage and the movie production company that used the footage. The Court found
5 in favor of an implied license because “Effects created a work at defendant’s request
6 and handed it over, intending that defendant copy and distribute it . . . [Effects] at
7 the same time convey[ed] a license to use the footage” in the film. *Id.* at 558-559.
8 The scope of authority from the author included the right to sublicense: “Effects
9 impliedly granted nonexclusive licenses to Cohen and his production company to
10 incorporate the special effects footage into [the film] and to [sublicense] New World
11 Entertainment to distribute the film.” *Id.*

12 *Foad Consulting* involved a dispute between an architect and developer over
13 use of plans. The architect did not have a contract that set forth who owned the
14 rights to the plans. Considering a number of factors, the Court found that the
15 architect had granted the developer a nonexclusive implied license to reproduce the
16 architectural plans, to employ [i.e., sublicense] a third-party to adapt the plans to
17 create the final plan, and to publish the plan “for the purpose of completing the
18 project,” which was the development of a shopping center. *Foad Consulting*, 270
19 F.3d at 826, 830. The Court reached this decision after analyzing the parties’
20 relationship, the circumstances under which the work was created, and the equities
21 of the situation.

22 The test was employed in *Asset Marketing Systems, Inc. v. Gagnon*, 542 F.3d
23 748, 754-755 (9th Cir. 2008) (“AMS”), a dispute over the right to use and modify a
24 computer software program. The program was created specifically for AMS and
25 was stored on their servers. The first and second elements were met. To analyze the
26 third element, intent, the Court adopted the following factors used by the First and
27 Fourth Circuits: (1) whether the parties were engaged in a short-term discrete
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1 transaction as opposed to an ongoing relationship; (2) whether the creator utilized
2 written contracts . . . providing that copyrighted materials could only be used with
3 the creator's future involvement or express permission; and (3) whether the creator's
4 conduct during the creation or delivery of the copyrighted material indicated that use
5 of the material without the creator's involvement or consent was permissible."

6 *AMS*, 542 F.3d at 756. The Court affirmed the grant of summary judgment based on
7 implied license.

8 The *AMS* Court found particularly compelling the fact the author, Kevin
9 Gagnon, had "delivered the software without any caveats or limitations on *AMS*'s
10 use of the programs. . . The first time Gagnon expressed a contrary intent was in
11 his letter to Akerstein, sent *after* *AMS* had decided to terminate Gagnon's services."
12 *Id.* at 757. "Gagnon had to express an intent to retain control over the programs and
13 limit *AMS*'s license if he intended to do so. A belated statement that the programs
14 could not be used after Gagnon's departure, made after the termination decision and
15 well after the creation and delivery of the programs for which substantial sums were
16 paid, was not sufficient to negate all other objective manifestations of intent to grant
17 *AMS* an unlimited license." *Id.* And since *AMS* paid consideration, the license
18 was irrevocable. "If an implied license accompanied by consideration were
19 revocable at will, the contract would be illusory." *Id.*

20 The *AMS* test should not be mechanically applied. For example, in *Fontana*
21 *v. Harra*, 2013 U.S. Dist. LEXIS 35067 (S.D. Cal. 2013), plaintiff was the author of
22 a screenplay who was promised a profit interest in any movie produced. The court
23 granted a motion to dismiss the copyright infringement claim based on implied
24 license. In applying the *AMS* test, especially the first factor, the district court
25 warned that it should not inflexibly follow the test "if it does not fit the facts of the
26 case." *Id.* at *22. In particular, "the existence of an ongoing relationship between
27 the parties may be probative of intent to license, lack of intent to license, or it may
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1 not be probative of intent at all.” *Id.* Rather than mechanically apply the factors,
2 the court should examine whether the ongoing relationship between the parties is
3 probative of intent given the totality of circumstances of each particular case. *Id.*
4 Applying this reasoning, the court held that “mere fact that the parties contemplated
5 an ongoing relationship does not show plaintiff’s lack of intent to allow defendants
6 to use the screenplay to create and promote a film.” *Id.* at *24. The court therefore
7 had to look at other facts alleged in the complaint.

8 The court found the requisite intent was “clear from the nature of the alleged
9 oral agreement between plaintiff and defendants.” *Id.* “Plaintiff alleges that
10 defendant Harra hired him to write a “screenplay about her life story” and that he
11 [plaintiff] would be “paid out of the first monies that were invested in the film.” *Id.*
12 at *24-25. “This shows that from the outset of their agreement, the parties
13 recognized that the screenplay was created with the intention that it would be used
14 to create a film.” *Id.* at *25. Other facts alleged in the complaint support a finding
15 of intent. Plaintiff did substantial production work on the film and attended an
16 investor meeting after which he “sent defendants a draft agreement providing that he
17 would receive a portion of the profits of the film as compensation for his
18 screenwriting services.” *Id.* at *25-26. “These facts unambiguously show that
19 plaintiff wrote and delivered the script with the intent that defendants would use it to
20 create and promote a film, and this intent gives rise to a non-exclusive license that
21 provides defendants with a right to use the screenplay. *Id.* at *26. The court likened
22 the situation to the architect in *Foad Consulting* who used his copyright registration
23 to hold the drawings hostage to unreasonable ransom demands. *Id.* at *26-27, citing
24 *Foad Consulting*, 270 F.3d at 829 n. 12.

25 In *Reinicke v. Creative Empire LLC*, 2014 U.S. Dist. LEXIS 108743 (S.D.
26 Cal. 2014), the district court granted summary judgment for defendant based on
27 implied license. The copyrighted work was the first ten chapters (108 lessons) of an
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1 online German language course incorporated into a program called “Mango 2.0.”
2 Despite extensive negotiations, Plaintiff Almut Reinicke never reached agreement
3 with the company over her compensation for use of her contributions to Mango 2.0.
4 She was only paid \$9,050.00 in connection with Mango 2.0. *Id.* at *13.

5 The court granted summary judgment because there was “no evidence, oral,
6 written or implied, that Plaintiff intended to limit Mango’s use of the programs.”
7 Plaintiff knew when she submitted the Traveling Tom lessons to Mango that they
8 were going to be incorporated into Mango 2.0 for sale to customers on the internet.
9 (citation to record.) Reinicke created that Work with the understanding that it would
10 be given to Mango for use on the Internet. She delivered the Work to Mango
11 without imposing any limitations on its use. The issue of copyright infringement did
12 not occur until the relationship ended. See *Asset Mktg Sys.*, 542 F.3d at 757.” *Id.* at
13 *22-23.

14 B. Scope of Implied License – Right to Sublicense

15 Importantly, *Reinicke* agreed that defendant did not exceed the scope of its
16 implied license by granting a sublicense to its distributors to sell Mango 2.0. The
17 court distinguished *Crispin v. Christian Audigier, Inc.*, 839 F. Supp. 2d 1086 (C.D.
18 Cal. 2011). In *Crispin*, the court found that plaintiff, a tattoo artist, had granted
19 defendant, orally or by implication, a nonexclusive license to use the artwork on the
20 defendant’s line of apparel. *Id.* at 1092. Plaintiff objected to use of the artwork on
21 condoms with his express permission. Since “placement of artwork on condoms is a
22 use far removed from placement on apparel, hats, or shoes; [and] it is a use that
23 common sense suggests an owner of intellectual property might find objectionable,”
24 the court denied summary adjudication.

25 The district court then discussed whether the license permitted defendant to
26 “sublicense others to produce its branded condoms.” This argument, the court
27 noted, “raises the difficult legal question of whether the holder of a nonexclusive
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1 license must obtain the copyright holder's express permission to sublicense, or
2 whether the right to sublicense can be implied." *Id.* at *23. Despite this difficulty,
3 cases on this issue "can be synthesized into a coherent and sensible approach." *Id.*

4 Courts will not allow "the sublicensee to use the intellectual property for a
5 purpose wholly different from, and independent of, the purpose for which the
6 licensee was granted its license. Were a licensee vested with such authority by
7 implication, that would usurp the property holder's retained right to control its
8 intellectual property. In those cases in which the Court did find an implied right, the
9 licensee sublicensed others to perform certain work necessary to effectuate the
10 purpose of its own license. Thus, in *Foad*, in order for the developer to complete the
11 building project for which the architect prepared plans, the developer needed to
12 employ others to modify and publish the plans. Because the developer's
13 'sublicensing' was simply a function of the work the developer needed to do
14 pursuant to its license, the court held that the architect granted the developer the
15 implied right to sublicense in those particular ways, for the specific purpose of
16 completing the project for which the architect created the plans. Similarly, in *Effects*
17 *Assocs.*, when the owner of the special effects company granted a production
18 company the right to use footage in a film, he also granted the production company
19 the right to sublicense a third party to distribute that footage as part of the film,
20 because distribution is part and parcel of film production." *Id.* at *28-29; see also
21 *Garcia v. Google, Inc.*, 2014 U.S. App. LEXIS 13709, *17, Copy. L. Rep. (CCH)
22 P30570, 111 U.S.P.Q.2d (BNA) 1748, 1754 (implied license must be construed
23 broadly).

24 C. Application of Implied License Cases

25 Marrero created the Logos at the request of Stevenson for use on the new
26 clothing line being marketed by him under the Last Kings brand. Marrero delivered
27 the Logos without any reservation of rights or limitations on use. Marrero was
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1 compensated by issuance of a membership interest in the clothing company which
2 gave him a right to profit distributions. Without the implied license, Marrero could
3 hold the company and its founders hostage, forcing them to either pay the ransom or
4 go back to the drawing board and create new logos. But without adequate time to
5 find alternate designs, Stevenson would have no choice but to pay the ransom.

6 The scope of the license was broad enough to cover sublicenses to enable
7 others to manufacture, distribute, and sell product. In *Crispin*, defendant contended
8 it had the “unlimited right to use the Artwork in any way it saw fit, including to
9 sublicense it to anyone, for any purpose. *Id.* at *1097. That is not the case here.
10 Plaintiff knew Stevenson was going to use the Logos on apparel and that he had to
11 enter into contracts with third-parties in order to get the product made, distributed,
12 and sold. The sublicenses at issue here were granted for that specific purpose and
13 for no other. As such, the sublicenses were consistent with, not “wholly different
14 from, and independent of,” the purpose for which Stevenson was granted his license.

15 6. CONCLUSION

16 Based on these undisputed facts, it is clear that Stevenson received an implied
17 license to use the Logos for the Last Kings clothing line and that he had the right to
18 sublicense others to manufacture, distribute, market, and sell the garments. As a
19 result, Stevenson and the licensees sued herein are entitled to summary judgment on
20 Counts 1 and 2 of the First Amended Complaint for copyright infringement.

21 Dated: November 3, 2014

GOODMAN MOONEY, LLP

22
23 By: /s/ Eric J. Goodman

24 Eric J. Goodman
25 Attorney for Defendants
26 Michael Ray Nguyen-Stevenson,
27 Universal Music Group, Inc., Bravado
28 International Group Merchandising
Services, Inc., Tilly’s, Inc., and Shiekh
Shoes, Inc.

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GLENNON MARRERO,

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GROUP, INC.; TILLY'S, INC.; SHIEKH
SHOES; and DOE CORPORATION,

Defendants.

MICHAEL RAY NGUYEN-
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Third-Party Plaintiff,

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LAST KINGS DESIGNS LLC,
a California limited liability company,

Third-Party Defendant.

Case No. 2:13-cv-09291-CBM-PJW

Assigned For All Purposes
Hon. Consuelo B. Marshall

**DECLARATION OF MICHAEL
RAY NGUYEN-STEVENSON IN
SUPPORT OF MOTION FOR
SUMMARY JUDGMENT**

Date: December 2, 2014
Time: 10:00 a.m.
Ct rm: 2 - 2nd Floor, Spring Street

Complaint Filed: 12/18/2013
Trial Date: 4/7/2015

1 I, Michael Ray Nguyen-Stevenson, declare:

2 1. I am a party to this action. I make this declaration of my own personal
3 knowledge and, if called as a witness, could and would competently testify to the
4 matters set forth herein. I make this declaration in support of Defendants' Motion
5 for Summary Judgment on the copyright infringement claims in Count 1 and Count
6 2 of the First Amended Complaint filed by Plaintiff Glennon Marrero (Marrero).

7 2. I am a hip-hop artist known by the stage name "Tyga."

8 3. I met Marrero in 2006 or 2007 through a friend. In 2008, Marrero was
9 my personal stylist. He assisted me with photo and video shoots.

10 4. In 2010, I was living with my friends, Shakir Bahati and Tarell Meeks.
11 Shakir and Tarell came up with the idea of starting a clothing line to reflect our love
12 of the Egyptian culture and the belief that we can all be Kings, spreading knowledge
13 and building a positive future. We wanted the brand to reflect the art and movie
14 culture of Los Angeles and the world of hip hop.

15 5. We decided to call the company Last Kings Designs ("Company").

16 6. The founding members of the Company, officially formed on August
17 18, 2010, were Shakir, Tarell, Marrero, and me. I was the sole funding source and
18 face of the brand. I promoted the brand on social media sites and during concerts
19 and other appearances. Marrero was the Creative Director.

20 7. In August 2010, with Marrero's assistance, we used Legal Zoom to
21 form the Company and obtain an operating agreement and other legal documents.
22 Legal Zoom sent the formation documents to a physical address in August 2010.
23 When I never received the formation documents, at my request, Legal Zoom sent
24 me an email enclosing the documents. A true and correct copy of this email is
25 attached hereto as Exhibit 1.

1 8. We needed a main logo for the clothing brand so I asked Marrero to
2 help put our ideas to paper because he told me that he knew how to use Adobe
3 Illustrator software to create the digital files needed by the garment manufacturers.

4 9. After collaborating on various King Tut or Pharaoh head designs,
5 Tarell, Marrero and I decided on a particular image as the main logo which appears
6 as Figure 1 in the First Amended Complaint (the "Last Kings Pharaoh Logo").

7 10. On August 14, 2010, with Marrero's assistance, I applied as the owner
8 of lastkingsdesigns@gmail.com.

9 11. On August 14, 2010, with Marrero's assistance, I applied as owner of
10 the domain name LASTKINGSDESIGNS.COM.

11 12. On August 18, 2010, with Marrero's assistance, I applied to register a
12 U.S. trademark for the Last Kings Pharaoh Logo through the Legal Zoom self-help
13 website.

14 13. On August 19, 2010, I received an email from Legal Zoom asking for
15 an electronic copy of the logo design and a specimen showing how it is used on
16 products or in advertising. Legal Zoom indicated the files were needed in order to
17 complete the trademark application. A true and correct copy of the Legal Zoom
18 request is attached hereto as Exhibit 2. The request appears on the bottom of page 2.

19 14. I forwarded the Legal Zoom request to Marrero. The following day, on
20 August 20, 2010, I received a response from Marrero which also appears on Exhibit
21 2. In the response, Marrero attached an electronic copy of the Last Kings Pharaoh
22 Logo.

23 15. In November 2010, Tarell, Marrero and I collaborated on the design of
24 the Careless World image depicted in Figure 5 of the Complaint ("Careless World
25 Logo"). This logo was used to promote a concert tour and music of the same name.
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1 16. Marrero was given an equity interest in the Company as compensation
2 for agreeing to help design and format the Last Kings Pharaoh Logo and the
3 Careless World Logo (collectively, the “Logos”).

4 17. Marrero never demanded payment of compensation when he delivered
5 to me the Last Kings Pharaoh Logo in August 2010 knowing it would be registered
6 as a Company trademark and used on clothing and other merchandise.

7 18. Marrero never demanded payment of compensation when he delivered
8 to me the Careless World Logo in November 2010 knowing it would be used to
9 promote the album and used on Company clothing and other merchandise.

10 19. I never expected Marrero to request compensation for commercial use
11 of the Logos since I believed he was adequately compensated with an equity interest
12 in the Company and an equal percentage of profits, if and when distributed.

13 20. To the extent Marrero believed he retained a separate intellectual
14 property interest in the Logos, he never advised me of such an interest while he
15 worked for me. Tarell and Shakir never told me that Marrero had retained a
16 separate intellectual property interest in the Logos, nor did I ever see anything in
17 writing reserving such rights to Marrero.

18 21. Marrero stopped working as Creative Director in early 2012. As a
19 result, the Company became inactive. However, I continued to release new tracks.
20 It appeared my music was growing in popularity, and so was the demand for Last
21 Kings clothing.

22 22. In or about July 2012, I granted a nonexclusive sub-license to use the
23 Logos to Tyga Music, LLC, a Delaware company formed in 2008. With my
24 permission, Tyga Music entered into an agreement with Bravado International
25 Group Merchandising Services, Inc. (Bravado) to sell tour merchandise bearing the
26 Logos.

1 23. In or about January 2013 to September 2013, I granted a nonexclusive
2 sub-license to use the Logos to Aphection, Inc., a garment manufacturer and
3 distributor. With my permission, Aphection made and sold merchandise bearing the
4 Logos to Tilly's, Inc. and Shiekh Shoes, Inc. I terminated the Aphection contract in
5 September 2013.

6 24. In or about October 2013 through the present, I granted a nonexclusive
7 sub-license to use the Logos to Egypt Last Kings Clothing, LLC, a garment
8 manufacturer and distributor. With my permission, Egypt Last Kings Clothing has
9 made and sold merchandise bearing the Logos to Tilly's and Shiekh Shoes.

10 25. At all times relevant in this action, Bravado, Tilly's, and Shiekh
11 acquired Last Kings merchandise from a manufacturer, distributor, or licensee
12 authorized by me.

13 I declare under penalty of perjury under the laws of the United States of
14 America that the foregoing is true and correct. Dated this day of October 2014 in
15 Los Angeles, California.

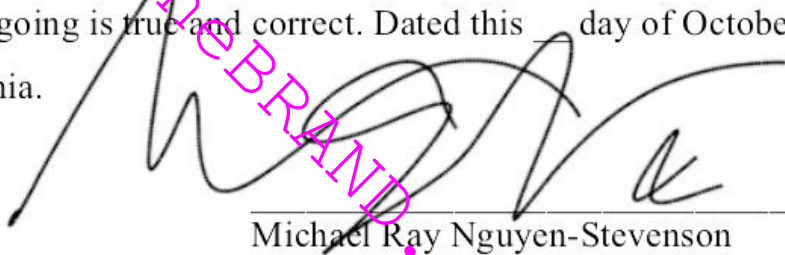
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17 
18 Michael Ray Nguyen-Stevenson
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EXHIBIT 1

From: LegalZoom Customer Support <legalzoom@custhelp.com>
Date: Mon, Dec 13, 2010 at 11:24 AM
Subject: question about 25667219 [Incident: 101207-003771]
To: lastkingsdesigns@gmail.com, tygaman@gmail.com

* [Chelsea R. from LegalZoom wrote:] **12/13/2010 11:24 AM* Dear Michael,

Thank you for your inquiry.

Per your request, here are the documents that were included in your final package.

Please feel free to contact our Customer Care Team if we can be of further assistance. Simply reply to this email, or call us toll free at 1.800.773.0888. Our Customer Care Team business hours are Monday through Friday, 7:00am to 5:00pm Pacific Time.

Sincerely,

LegalZoom Customer Care Team
1.800.773.0888 | 101 N. Brand Blvd., Suite 1100, Glendale, CA 91203
www.LegalZoom.com * [Michael Stevenson wrote:] **12/09/2010 03:59 PM* yeah that address was supposed to be changed the day we added this email to the account over the phone. Is there any way i can get the information from that package. I need it for my business can you email me the information on seller permit.

On Wed, Dec 8, 2010 at 9:08 AM, LegalZoom Customer Support <legalzoom@custhelp.com> wrote:

* [Terence E. from LegalZoom wrote:] **12/08/2010 09:08 AM* Dear Michael,

Thank you for your inquiry.

This order was shipped to :5015 Escobedo Drive Woodland Hills, California

91364 and delivered by Federal Express on 8/27/10.

Please feel free to contact our Customer Care Team if we can be of further assistance. Simply reply to this email, or call us toll free at 1.800.773.0888. Our Customer Care Team business hours are Monday through Friday, 7:00am to 5:00pm Pacific Time.

Sincerely,

LegalZoom Customer Care Team

1.800.773.0888 | 101 N. Brand Blvd., 10th Floor, Glendale, CA 91203

www.LegalZoom.com *[Michael Stevenson wrote:] **12/07/2010 05:42 PM* I

think that the order 25667219 was shipped to the wrong address. i need to get the info asap This transmission may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited.

If

you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply email and delete all copies of this message.

Legalzoom is not an attorney and can only provide self help services at your specific direction. LegalZoom.com, Inc. is a registered and bonded legal document assistant, #0104, Los Angeles County (exp. 12/11). Prices, features, terms and conditions are subject to change without notice.

* [Terence E. from LegalZoom wrote:] **12/08/2010 09:08 AM* Dear Michael,

Thank you for your inquiry.

This order was shipped to :5015 Escobedo Drive Woodland Hills, California 91364 and delivered by Federal Express on 8/27/10.

Please feel free to contact our Customer Care Team if we can be of further assistance. Simply reply to this email, or call us toll free at 1.800.773.0888. Our Customer Care Team business hours are Monday through Friday, 7:00am to 5:00pm Pacific Time.

Sincerely,

LegalZoom Customer Care Team

1.800.773.0888 | 101 N. Brand Blvd., Suite 1100, Glendale, CA 91203

STEVENSON_000016

www.LegalZoom.com *[Michael Stevenson wrote:] **12/07/2010 05:42 PM* I

think that the order 25667219 was shipped to the wrong address. i need to get the info asap This transmission may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply email and delete all copies of this message.

Legalzoom is not an attorney and can only provide self help services at your specific direction. LegalZoom.com, Inc. is a registered and bonded legal document assistant, #0104, Los Angeles County (exp. 12/11). Prices, features, terms and conditions are subject to change without notice.

December 13, 2010

Michael Ray Stevenson
Last Kings Designs LLC
5015 Escobedo Drive
Woodland Hills, CA 91364

Order # 25667219

Dear Michael Ray Stevenson:

Thank you for ordering your LLC from LegalZoom. Your customized limited liability company documents are enclosed in this package.

Your Articles of Organization have been filed with the Secretary of State, and your LLC is now active. To complete the formation process, simply follow these final wrap-up instructions. **It is very important to complete each of these steps to ensure the legality of the LLC.**

1. The Operating Agreement should be signed and dated by all of the members of the LLC.
2. Membership certificates should be completed and signed by the appropriate persons and delivered to the members.
3. Congratulations, your employer identification number is 27-3324638. This is also known as your tax identification number. If you have any questions regarding your tax identification number, please contact the IRS at (800) 829-4933. We require your signature on the Form SS-4 for our records. Please have the listed officer sign and date where indicated at the end of the document and return it in the self-addressed envelope provided. Alternatively, you may fax the signed document to (323) 337-0743.
4. Legalzoom will be filing the Limited Liability Company Statement of Information for you. You will be receiving a copy of the Limited Liability Company Statement of Information from the Secretary of State within 30-60 days.

5. By the 15th day of the fourth month after formation, the LLC will also need to pay the annual LLC tax to the State of California. Please see Form FTB 3522. If you need additional assistance, please contact the CA Franchise Tax Board.
6. For more information on starting a business in California, please visit www.sos.ca.gov/business/be/resources.htm.
7. questionnaires from you. We have enclosed them in your final package. Please complete the enclosed questionnaire and return it to our office: Attn: Business Services, LegalZoom.com, 7083 Hollywood Blvd., Suite 180, Los Angeles, CA 90028. Alternatively, you may fax the documents to us at 323-962-8300. Once we have your completed questionnaires, we will prepare the

Storing your Documents. The LLC documentation should be kept in a secure location for your personal reference.

Bank Accounts and Records. Although you are not required to hold annual meetings of the members, it is always a good idea to keep written records of any meetings you do hold and any significant business decisions requiring a vote. In addition, it is extremely important to set up a separate bank account for the LLC, and to maintain books and records for the company which are separate from your personal records.

Change of Address. registered agent. To ensure that you receive all official state notices and service of process, please call us at (800) 773-0888 if you change your business address. Your annual registered agent fee is due on the anniversary date of your LLC formation.

Thank you again for choosing LegalZoom. We look forward to serving your legal document needs in the future. If you should have any questions concerning your document, please contact us at customersupport@legalzoom.com.

Sincerely,

The LegalZoom Team



State of California
Secretary of State

LIMITED LIABILITY COMPANY
ARTICLES OF ORGANIZATION

LLC-1

File #

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

AUG 18 2010

A \$70.00 filing fee must accompany this form.

IMPORTANT – Read instructions before completing this form.

This Space For Filing Use Only

ENTITY NAME (End the name with the words "Limited Liability Company," or the abbreviations "LLC" or "L.L.C." The words "Limited" and "Company" may be abbreviated to "Ltd." and "Co.," respectively.)

1. NAME OF LIMITED LIABILITY COMPANY

Last Kings Designs LLC

PURPOSE (The following statement is required by statute and should not be altered.)

2. THE PURPOSE OF THE LIMITED LIABILITY COMPANY IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE BEVERLY-KILLEA LIMITED LIABILITY COMPANY ACT.

INITIAL AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and both Items 3 and 4 must be completed. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 3 must be completed (leave Item 4 blank).)

3. NAME OF INITIAL AGENT FOR SERVICE OF PROCESS

Legalzoom.com, Inc.

4. IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA CITY STATE ZIP CODE

CA

MANAGEMENT (Check only one)

5. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY:

☐ ONE MANAGER

☐ MORE THAN ONE MANAGER

☒ ALL LIMITED LIABILITY COMPANY MEMBER(S)

ADDITIONAL INFORMATION

6. ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE.

EXECUTION

7. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

8/17/2010

DATE

SIGNATURE OF ORGANIZER

Karla Figueroa

TYPE OR PRINT NAME OF ORGANIZER

Last Kings Designs LLC

Operating Agreement

A. THIS OPERATING AGREEMENT of Last Kings Designs LLC (the "Company") is entered into as of the date set forth on the signature page hereto by each of the persons named in Exhibit A hereto (referred to individually as a Member and collectively as the Members).

B. The Members have formed a limited liability company under the Beverly-Killea Limited Liability Company Act ("California Limited Liability Company Act"). The articles of organization of the Company filed with the California Secretary of State are hereby adopted and approved by the Members.

C. The Members enter into this agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

NOW THEREFORE, the Members agree as follows:

ARTICLE 1. DEFINITIONS

Capitalized terms used in this agreement have the meanings specified in this Article or elsewhere in this agreement and when not so defined shall have the meanings set forth in the California Limited Liability Company Act.

"Capital Contribution" means the amount of cash, property or services contributed to the Company.

"Company" means Last Kings Designs LLC, a California limited liability company.

"Member" means a Person who acquires Membership Interests, as permitted under this agreement, and who becomes or remains a Member.

"Membership Interests" means either Percentage Interest or Units, based on how ownership in the Company is expressed on Exhibit A.

"Percentage Interest" means a percent ownership in the Company entitling the holder to an economic and voting interest in the Company.

"Person" means an individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

"Unit" means a unit of ownership in the Company entitling the Member holding such Unit to an economic interest and a voting interest in the Company.

ARTICLE 2: CAPITAL AND CAPITAL CONTRIBUTIONS

2.1 Initial Capital Contributions and Membership Interests. The Capital Contributions of the initial Members, as well as the Membership Interests of each Member, are listed in Exhibit A, which is made part of this agreement. Membership Interests in the Company may be expressed either in Units or directly in Percentage Interests.

2.2 Subsequent Contributions. No Member shall be obligated to make additional capital contributions unless unanimously agreed by all the Members.

2.3 Capital Accounts. Individual capital accounts may be maintained for each Member consisting of that Member's Capital Contribution, (1) increased by that Member's share of profits, (2) decreased by that Member's share of losses and company expenses, (3) decreased by that Member's distributions and (4) adjusted as required in accordance with applicable tax laws.

2.4 Interest. No interest shall be paid on Capital Contributions or on the balance of a Member's capital account.

2.5 Limited Liability. A Member shall not be bound by, or be personally liable for, the expenses, liabilities, or obligations of the company except as otherwise provided in this agreement or as required by law.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 Allocations. The profits and losses of the Company and all items of Company income, gain, loss, deduction, or credit shall be allocated, for Company book purposes and for tax purposes, pro rata in proportion to relative Membership Interests held by each Member.

3.2 Distributions. The Company shall have the right to make distributions of cash and property to the Members pro rata based on the relative Membership Interests. The timing and amount of distributions shall be determined by the Members in accordance with California law.

ARTICLE 4: MANAGEMENT

4.1 Management. The business of the Company shall be managed by the Members. In the event of a dispute between Members, final determination shall be made by a vote of the majority of the Members (unless a greater percentage is required in this Agreement or under California law). Any Member may bind the Company in all matters in the ordinary course of business.

4.2 Banking. The Members are authorized to set up one or more bank accounts and are authorized to execute any banking resolutions provided by the institution where the accounts are

being set up. All funds of the Company shall be deposited in one or more accounts with one or more recognized financial institutions in the name of the Company.

4.3 **Officers.** The Members are authorized to appoint one or more officers from time to time. The officers shall hold office until their successors are chosen and qualified. Subject to any employment agreement entered into between the officer and the Company, an officer shall serve at the pleasure of the Members. The current officers of the Company are listed on Exhibit B.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 **Accounts.** Complete books of account of the Company's business, in which each Company transaction shall be fully and accurately entered, shall be kept at the Company's principal executive office and shall be open to inspection and copying on reasonable notice by any Member or their authorized representatives during normal business hours for purposes reasonably related to the interest of such person as a Member. The costs of such inspection and copying shall be borne by the Member.

5.2 **Records.** At all times during the term of existence of the Company, and beyond that term if the Members deems it necessary, the Members shall keep or cause to be kept the following:

- (a) A current list of the full name and last known business or residence address of each Member, together with the Capital Contribution, the amount and terms of any agreed upon future Capital Contribution, and Membership Interest of each Member;
- (b) A copy of the articles of organization and any amendments;
- (c) Copies of the Company's federal, state, and local income tax or information returns and reports, if any, for the six most recent taxable years; and
- (d) An original executed copy or counterparts of this agreement and any amendments.

5.3 **Income Tax Returns.** Within 45 days after the end of each taxable year, the Company shall use its best efforts to send to each of the Members all information necessary for the Members to complete their federal and state income tax or information returns and a copy of the Company's federal, state, and local income tax or information returns for such year.

5.4 **Tax Matters Member.** Glennon Louel Marrero shall act as tax matters member of the Company to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities and to expend Company funds for professional services and costs associated therewith.

ARTICLE 6: MEMBERSHIP--MEETINGS, VOTING

6.1 **Members and Voting Rights.** Members shall have the right and power to vote on all matters with respect to which this agreement or California law requires or permits such Member action. Voting shall be based on Membership Interests. Unless otherwise stated in this Agreement or under California law, the vote of the Members holding a majority of the Membership Interests shall be required to approve or carry an action.

6.2 **Meetings.** Regular or annual meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company.

Meetings may be called by any member or members holding 10% or more of the Membership Interests, for the purpose of addressing any matters on which the Members may vote. A written notice shall be given not less than 10 days nor more than 60 days before the date of the meeting to each member entitled to vote at the meeting. In any instance in which the approval of the Members is required under this agreement, such approval may be obtained in any manner permitted by California law, including by conference telephone or similar communications equipment. In addition, notice to any meeting may be waived, and any action which could be taken at a meeting can be approved if a consent in writing, stating the action to be taken, is signed by the holders of the minimum Membership Interest needed to approve the action.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 **Withdrawal.** A Member may withdraw from the Company prior to the dissolution and winding up of the Company with the unanimous consent of the other Members, or if such Member transfers or assigns all of his or her Membership Interests pursuant to Section 7.2 below. A Member which withdraws pursuant to this Section 7.1 shall be entitled to a distribution in an amount equal to such Member's Capital Account.

7.2 **Restrictions on Transfer.** A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A person which acquires Membership Interests in accordance with this section shall be admitted as a Member of the Company after the person has agreed to be bound by the terms of this Operating Agreement by executing a consent in the form of Exhibit C.

ARTICLE 8: DISSOLUTION AND WINDING UP

8.1 **Dissolution.** The Company shall be dissolved upon the first to occur of the following events:

(a) The vote of Members holding a majority of the outstanding Membership Interests to dissolve the Company.

(b) Entry of a decree of judicial dissolution under Section 17351 of the California Corporations Code.

(c) At any time there are no Members, provided that the Company is not dissolved and is not required to be wound up if, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and to the admission of the legal representative of such Member or its assignee to the Company as a Member, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member.

8.2 **No automatic dissolution upon certain events.** Neither the death, incapacity, disassociation, bankruptcy or withdrawal of a Member shall automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 **Indemnification.** The Company shall have the power to indemnify any Person who was or is a party, or who is threatened to be made a party, to any proceeding by reason of the fact that such Person was or is a Member, Manager, officer, employee, or other agent of the Company, or was or is serving at the request of the Company as a director, manager, officer, employee, or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by such Person in connection with such proceeding, if such Person acted in good faith and in a manner that such Person reasonably believed to be in the best interests of the Company, and, in the case of a criminal proceeding, such Person had no reasonable cause to believe that the Person's conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Person did not act in good faith and in a manner that such Person reasonably believed to be in the best interests of the Company, or that the Person had reasonable cause to believe that the Person's conduct was unlawful.

To the extent that an agent of the Company has been successful on the merits in defense of any proceeding, or in defense of any claim, issue, or matter in any such proceeding, the agent shall be indemnified against expenses actually and reasonably incurred in connection with the

proceeding. In all other cases, indemnification shall be provided by the Company only if authorized in the specific case unanimously by all of the Members.

“Proceeding,” as used in this section, means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative.

9.2 Expenses. Expenses of each Person indemnified under this agreement actually and reasonably incurred in connection with the defense or settlement of a proceeding may be paid by the Company in advance of the final disposition of such proceeding, as authorized by the Members who are not seeking indemnification upon receipt of an undertaking by such Person to repay such amount unless it shall ultimately be determined that such Person is entitled to be indemnified by the Company.

“Expenses,” as used in this section, includes, without limitation, attorney fees and expenses of establishing a right to indemnification, if any, under this section.

ARTICLE 10: GENERAL PROVISIONS

10.1 Entire Agreement; Amendment. This agreement constitutes the whole and entire agreement of the parties with respect to the subject matter of this agreement, and it shall not be modified or amended in any respect except by a written instrument executed by all of the Members. This agreement replaces and supersedes all prior written and oral agreements by and among the Members.

10.2 Governing Law; Severability. This agreement shall be construed and enforced in accordance with the internal laws of the State of California. If any provision of this agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this agreement shall remain in effect.

10.3 Benefit. This agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

10.4 Number and Gender. Whenever used in this agreement, the singular shall include the plural and the plural shall include the singular, and the neuter gender shall include the male and female as well as a trust, firm, company, or corporation, all as the context and meaning of this agreement may require.

10.5 **No Third Party Beneficiary.** This agreement is made solely for the benefit of the parties to this agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this agreement.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement as of the date below.

Dated: _____

Tarell Deshun Meeks

Michael Ray Stevenson

Shakir Fawazz Bahati

Glennon Louel Marrero

EXHIBIT A

MEMBERS

The following persons are the initial Members of the Company, and their initial capital contributions and ownership is set forth below.

<u>Name</u>	<u>Capital Contribution (\$)</u>	<u>Percentage Interest</u>
Tarell Deshun Meeks	\$0.00	23.3%
Michael Ray Stevenson	\$0.00	30%
Shakir Fawazz Bahati	\$0.00	23.3%
Glennon Louel Marrero	\$0.00	23.3%

EXHIBIT B

OFFICERS

The following person(s) are elected as officers of the Company:

<u>Name of Officer</u>	<u>Title</u>
Tarell Deshun Meeks	President
Michael Ray Stevenson	Chairman
Shakir Fawazz Bahati	Creative Director
Glennon Louel Marrero	CEO

EXHIBIT 2

From: **tyga tyga** <tygaman@gmail.com>
Date: Fri, Aug 20, 2010 at 1:40 PM
Subject: Re: LegalZoom Order # 25667208 - Last Kings Designs [Incident: 100819-002607]
To: glen marrero <glenmarrero@gmail.com>

just click the link you can fill everything out just put my email.

On Fri, Aug 20, 2010 at 2:49 PM, glen marrero <glenmarrero@gmail.com> wrote:





forward this to the link they gave us

On Aug 19, 2010, at 2:51 PM, Tyga wrote:

Sent from my iPhone

Begin forwarded message:

From: "LegalZoom Customer Support" <legalzoom@custhelp.com>

Date: August 19, 2010 2:27:45 PM PDT

To: lastkingsdesigns@gmail.com, tygaman@gmail.com

Subject: LegalZoom Order # 25667208 - Last Kings Designs [Incident: 100819-002607]

Reply-To: "LegalZoom Customer Support" <legalzoom@custhelp.com>

[Victor C. from LegalZoom wrote:]

08/19/2010 02:27 PM

Thank you for using LegalZoom.

In order to proceed with your trademark application, we require two (2) items:

1. A copy of your logo. Please reply to this e-mail and attach a black-and-white image of your logo, preferably in .gif, .pdf, .jpeg or .jpg format.

2. A copy of your specimen. A specimen is not just a picture of your trademark or logo. Instead, a specimen is a real-world example of how your mark is currently being used in commerce. Unlike the logo, the specimen can be in color.

For goods (products), acceptable specimens include labels or tags ATTACHED to the product, packaging material, instruction manuals and containers which display the trademark. ***Please note that websites, advertisements, brochures, business cards, catalogs and stationery are generally not acceptable specimens for goods (products).***

Please reply to this e-mail and attach an image of your specimen, preferably in .gif, .pdf, .jpeg or .jpg format. Alternately, you can send the materials to us by mail. Our mailing address is:

Attn: Trademarks, Order # (insert your order #)
LegalZoom
7083 Hollywood Blvd., Suite 180
Los Angeles, CA 90028

Otherwise, you can upload your image directly by visiting the "Ask A Question" section of LegalZoom's Support Center at <http://legalzoom2.custhelp.com/cgi-bin/legalzoom2.cfg/php/enduser/ask.php>.

MAC USERS: please upload your image directly by visiting the "Ask A Question" section of LegalZoom's Support Center at the following link: <http://legalzoom2.custhelp.com/cgi-bin/legalzoom2.cfg/php/enduser/ask.php>.

Please feel free to contact our Customer Care Team if we can be of further assistance. Simply reply to this email, or call us toll free at [1.800.773.0888](tel:18007730888). Our Customer Care Team business hours are Monday through Friday, 7:00am to 5:00pm Pacific Time.

Thank you again for choosing LegalZoom.

Sincerely,

LegalZoom Intellectual Property Trademark Team
[1.800.773.0888](tel:18007730888) | 7083 Hollywood Blvd., Ste 180, Los Angeles, CA 90028

www.LegalZoom.com

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