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May 5, 2009

*****SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED*****

Jeffrey L. Sarkin, Manager
C.E.O. GOLF, LLC.
6801 West Cypresshead Drive
Parkland, Florida 33067

Re: DEMAND TO CEASE & DESIST

**C.E.O. GOLF, LLC.'S TRADEMARK INFRINGEMENT, UNFAIR
& DECEPTIVE TRADE PRACTICES, FALSE DESIGNATION OF
ORIGIN AND DILUTION OF THE TRADEMARKS USED BY
SCHANTZ INC. D/B/A CEOGOLFSHOP.COM**

Dear Jeffrey L. Sarkin:

Please be advised that Spiegel & Utrera, P.A., (hereinafter referred to our "Firm") represents SCHANTZ INC. D/B/A CEOGOLFSHOP.COM (hereinafter referred to as "Client"), in the above captioned matter. Our Client is the owner of Federal Trademark Serial No. 77680729 filed on February 28, 2009, for "CEOGOLFSHOP" in connection with the sale of golf apparel and accessories. Our Client has been the owner of the common-law mark for "CEOGOLFSHOP" in connection with the sale of golf apparel and accessories from last three years. Our Client has become aware that you are using confusingly similar names "CEOGOLFSTORE" and "CEOGOLFSTORE.COM"

(hereinafter referred to as the “infringing marks”) in conjunction with the sale of golf apparel and accessories through the World Wide Web by displaying these confusingly similar infringing marks on your web site, www.ceogolfstore.com (hereinafter the “Site”) and/or as using infringing mark(s) as search terms for your Site on the World Wide Web. Your use of deceptively similar infringing marks constitutes trademark infringement, false designation of origin and dilution in violation of Federal and state laws including section 43(a) of the Lanham Trademark Act 15 U.S.C. section 112b(a); Florida Statute Sections 495.151 and 817.41, and Florida common law. In addition to standard remedies of injunctive relief, monetary damages and attorneys’ fees, the Lanham Act requires you disgorge your profits to our Client for your wrongful activity.

Our Client’s use of the trademark “CEOGOLFSHOP” has been extensively advertised and promoted throughout the United States in connection with the sale of golf apparel and accessories from last three years. Please be advised that our Client has gone to great lengths to develop the mark “CEOGOLFSHOP” and cultivate the trade identity and goodwill associated with it. Furthermore, our Client has invested substantial monies in the advertising and marketing of the name “CEOGOLFSHOP.”

Please be advised that your use of the infringing marks has already resulted in public confusion and it is considered an infringement on our Client’s rights and in violation of established state and federal trademark laws, common laws and the laws of unfair competition, under the test established by In re E.I. Dupont De Nemours and Company, 476 F.2d 1357, 177 USPQ 563 (CPA 1973) because there are clear similarities between sound, appearance, connotation and commercial impression. Public confusion has been compounded by the fact that you are in the same line of business as our Client. Under the findings in In re International Telephone and Telegraph, Corp., 197 USPQ 910 (TTAB 1978), one must compare the goods and services provided to determine if they are related or if the activities surrounding the marketing of such that confusion as to the origin is likely. Since the products of our Client are similar to your products there is even a greater likelihood of confusion. John H. Harland Co. v. Clarke Checks, Inc., 711 F.2d 966, 976 (11th Cir.1986).

Moreover, insofar as your use of the infringing marks violates our Client’s trademark rights, deceiving the public into thinking that you are affiliated with our Client’s celebrated golf apparel and accessories when you are not, and as such also constitutes false advertising. You are hereby on notice that our Client has never authorized the sale or use of its trademarks.

As such, and pursuant to the Lanham Act, 15 U.S.C. §1051, *et seq.*, you are hereby on notice that our Client’s trademarks are valid and subsisting, in full force and effect, and, pursuant to 15 U.S.C. §1115, use and registration is evidence of the ownership of the trademark by the Client and of the Client’s exclusive right to use the trademark in commerce throughout the United States of America.

In order to amicably resolve this matter without the need of protracted state or federal litigation, demand is hereby made that you cease and desist from any and all further use of the infringing marks and demand is hereby made that you provide the following in writing, on or before May 12, 2009:

1. A list of all other offices, branches, parents, subsidiary companies or related entities that you have an interest in and provide those entities names, addresses and phone numbers.
2. Written assurance in affidavit form that the use of the infringing marks has ceased.
3. Written assurance that you will avoid promoting or referring to trademark in any way, which includes the similar use of the infringing mark, for the sale of goods and services related thereto.
4. Written assurance in affidavit form that you will not record any publication, brochures, catalogues or other material, and web content that includes the similar use of the infringing marks.
5. Written assurance in affidavit form that you will provide an accounting and payment to our Client of all the profits earned by you from the use of the infringing marks.
6. Written assurance that you will provide to our Client all remaining inventories of all publications and promotional material, containing any design, art work or mark, similar to the infringing marks.
7. Immediately relinquish and transfer the Domain Name rights to “CEOGOLFSTORE” to our Client and immediately cease the use of “CEOGOLFSTORE” as a search term to locate the Site on the World Wide Web.
8. Immediately cease the use of marks confusingly similar with our Client’s “CEOGOLFSHOP.COM” name and mark in connection with the sale of golf apparel and accessories.
9. Immediately cease the use of marks confusingly similar with our Client’s “CEOGOLFSHOP.COM” trademark in connection with the sale of golf apparel and accessories.

You must by May 12, 2009 comply with the above-mentioned demands and further cease and desist from the use of the infringing marks. If you do not cease and desist infringing and comply with the above statements, our Client will have no alternative but to protect its legal rights and to proceed in the United States District Court for the Southern District Court of Florida, in order to enjoin you and seek damages, court costs and attorney's fees, against you, for the infringement.

This demand is made without prejudice to or waiver of any rights and remedies of our Client all of which are expressly reserved.

PLEASE GOVERN YOURSELF ACCORDINGLY.

Sincerely,

SPIEGEL & UTRERA, P.A.

Jon M. Hardy
For the Firm