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CASE NUMBER: 09-2-40301-5 SEA

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

CMG BRANDS, LLC and
MARILYN MONROE, LLC,

Plaintiffs,

vs.

MOSELEY ROAD, INC. and
BORDERS GROUP, INC.

Defendants.

NO.:

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF**

For its Complaint for Equitable Relief and for Damages (hereinafter referred to as the “Complaint”) against Defendants MOSELEY ROAD, INC. and BORDERS GROUP, INC., CMG BRANDS, LLC and MARILYN MONROE, LLC, by counsel Ryan Boyle, hereby states and avers as follows:

I. THE PARTIES.

1.1. CMG BRANDS, LLC (hereinafter referred to as “CMG”) is a corporation organized and existing under the laws of the State of Indiana with its principal place of business located at 10500 Crosspoint Boulevard, Indianapolis (Hamilton County), Indiana 46256.

1.2. MARILYN MONROE, LLC (hereinafter referred to as “MMLLC”) is a limited liability company organized and existing under the laws of the State of Delaware, maintaining its principal place of business in Indiana at 10500 Crosspoint Boulevard, Indianapolis, Indiana 46256.

1.3. Defendant MOSELEY ROAD, INC. is an entity (hereinafter referred to as “MRI”) organized and existing under the laws of the State of New York and which is currently principally located and doing business at 129 Main Street, Suite C, Irvington, New York 10533.

1.4. Defendant BORDERS GROUP, INC. is an entity (hereinafter referred to as “BGI”) organized and existing under the laws of the state of Michigan and which is currently principally located and doing business at 100 Phoenix Drive, Ann Arbor, Michigan 48108. (MRI and BGI may be hereinafter collectively referred to as the “Defendants.”)

1.4. CMG is the premiere celebrity licensing agency and is recognized around the world as agent and representative for such internationally recognized living and deceased celebrities as James Dean, Jackie Robinson, Babe Ruth, Ella Fitzgerald, Bettie Page, and Chuck Berry.

1.5. MMLLC is the proprietor of various intellectual property rights including but not limited to certain trademarks, copyrights, rights of association and sponsorship, and the Right of Publicity under RCW 63.60 *et. seq.* the common law and certain other state statutes in and to the name, image, and persona, and other intellectual property including but not limited to visual and aural depictions, artifacts, memorabilia, and life-story rights of the late internationally recognized movie star, model, and entrepreneur, Marilyn Monroe (hereinafter collectively referred to as the “Monroe Intellectual Property Rights”).

1.6. In its capacity as the hereinbefore described celebrity licensing agent, CMG, on behalf of MMLLC, licenses to third parties permission to commercially utilize the Monroe Intellectual Property Rights.

1.7. Also in its capacity as the exclusive licensing representative for the Monroe Intellectual Property Rights, CMG enforces and protects the Monroe Intellectual Property Rights from illegal commercial use of the Monroe Intellectual Property Rights by third party unauthorized users thereof. Likewise, as exclusive licensing representative for the Monroe Intellectual Property Rights, CMG enforces the various license agreements entered into on behalf of MMLLC for the use of the Monroe Intellectual Property Rights.

1.8. Upon information and belief, MRI is in the business of producing, publishing, marketing, and retailing primarily illustrated fiction for adults and children, including but not limited to calendars.

1.9. Upon information and belief, BGI is the second largest retailer of books, magazines, calendars, gifts, novelty items, and / or publications in the United States.

1.10. In King County, Washington, Defendants, without prior express (or other) authorization by CMG, on behalf of MMLLC, and / or MMLLC itself, has illegally sought to trade off the Monroe Intellectual Property Rights by producing, publishing, marketing, and retailing a primarily illustrated calendar bearing the Monroe Intellectual Property Rights (hereinafter the "Unauthorized Use"), without authorization, claim, right, title, and / or interest in and to the Monroe Intellectual Property Rights. See Exhibit A, Copy of the unauthorized Marilyn Monroe Calendar).

II. NATURE OF THE DISPUTE.

2.1 Plaintiff CMG has entered into countless license agreements for the use of the Monroe Intellectual Property Rights on or in connection with the design, publication, production, marketing, retail, and / or distribution of calendars. Defendants produced, published, marketed, retailed, and / or distributed a certain primarily illustrated calendar bearing the Monroe Intellectual Property Rights, without authorization, claim, right, title, and / or interest in and to the Monroe Intellectual Property Rights.

2.2. Based upon the foregoing, Defendants have violated the Monroe Intellectual Property Rights as exist under RCW 63.60 *et. seq.*, the common law, and the Lanham Act (§ 43(A), 11 U.S.C. § 1125(A)), and, as such, Defendants have engaged in unfair competition, tortious interference of contract, false advertising, conversion and, through the foregoing malfeasance, Defendants have been unjustly enriched. See Exhibit A.

III. JURISDICTION AND VENUE.

3.1. CMG's and MMLLC's claims arise under the laws of the State of Washington. Jurisdiction and venue is proper in this Court pursuant to RCW § 63.60.060, and Wash. Tr. Rule 82.(a)(2).

3.2 Furthermore, Defendants have engaged in the claimed wrongful actions (i.e. – the Unauthorized Use) in the State of Washington by offering the calendars in question for sale in King County, State of Washington.

3.3. Venue is proper pursuant to Wash. Tr. Rule 82.(a)(2) as the harm to CMG occurred in King County, State of Washington.

IV. ACTS COMPLAINED OF.

4.1. The late Hollywood icon, Marilyn Monroe, personified Hollywood glamour with an unparalleled glow and energy that enamored and captivated the world. Although she was an alluring beauty with voluptuous curves and a generous pout, Marilyn was more than a '50s sex goddess; her apparent vulnerability and innocence, in combination with an innate sensuality, has endeared her to the global consciousness even today, more than 47 years after her untimely and tragic death. She dominated the age of movie stars to become, without question, the most famous woman of the 20th Century and, today, she remains one of the most well known Hollywood icons around the world.

4.2. Upon information and belief, in or about August, 2009, without the prior written (or otherwise) express consent of CMG on behalf of MMLLC and / or MMLLC, itself, and with knowledge of MMLLC's ownership of the Monroe Intellectual Property Rights, MRI released a calendar bearing the name, trademark, and image of Marilyn Monroe (i.e. -- the Monroe Intellectual Property Rights). See Exhibit A.

4.3. Upon information and belief, in or about August, 2009, without the prior written (or otherwise) express consent of CMG on behalf of MMLLC and / or MMLLC, itself, and with knowledge of MMLLC's ownership of the Monroe Intellectual Property Rights, BGI marketed, distributed, and sold the afore-described calendar bearing the name, trademark, and image of Marilyn Monroe (i.e. -- the Monroe Intellectual Property Rights) and produced, published, marketed, and / or retailed by MRI aid calendar. See Exhibit A.

4.4. As herein referenced above, CMG in its capacity as the premiere celebrity licensing agency, recognized around the world as the exclusive agent for MMLLC, the owner

and proprietor of the Monroe Intellectual Property Rights, has enforced and protected the Monroe Intellectual Property Rights from illegal commercial use as made by Defendants in this instance.

4.5. As a result of the inherent and immeasurable notoriety and value attached to the late Marilyn Monroe and / or the Monroe Intellectual Property Rights, the Monroe Intellectual Property Rights is known around the world by consumers as associated with and / or owned, sponsored and / or endorsed by MMLLC and / or CMG.

4.6. Permission for any such commercial usage of the Monroe Intellectual Property Rights such as the one in which Defendants are unlawfully engaged, without authorization, must be obtained from CMG.

4.7. Despite express knowledge of the unlawfulness of their actions and without obtaining prior express (or other) authorization for the use of the Monroe Intellectual Property Rights from CMG and / or MMLLC, in King County, state of Washington, Defendants continue to use the Monroe Intellectual Property Rights on and / or in connection with the production, publication, marketing, and / or retail of the herein described calendar bearing the name, trademark, and image of Marilyn Monroe (i.e. -- the Monroe Intellectual Property Rights).

4.8. CMG, on behalf of MMLLC, has entered into third party license agreements with others who design, produce, manufacture, market, distribute, and / or retail like calendars bearing the Monroe Intellectual Property Rights, under express authorization by MMLLC. The Unauthorized Use, knowingly, intentionally, and maliciously perpetrated by Defendants, has directly interfered with such third party authorized licenses to the detriment of CMG, MMLLC and the third party licensees and, as such, has likewise deterred other potential lawful licensees of the Monroe Intellectual Property Rights from entering into license agreements for the use of

the Monroe Intellectual Property Rights on or in connection with calendars and / or other like kind goods.

4.9. To date and to the extreme and irreparable detriment of CMG and MMLLC, Defendants continue to knowingly and with malice utilize the Monroe Intellectual Property Rights without authorization from CMG and / or MMLLC.

V. COUNT I.
TRADEMARK INFRINGEMENT UNDER
SECTION 32(1) OR 43(A) OF THE LANHAM ACT.

5.1. CMG and MMLLC repeat and reallege the allegations in Paragraphs 1.1. through 4.9.

5.2. Defendants' continued knowing, intentional, willful, malicious, and unauthorized use of the Monroe Intellectual Property Rights infringes upon MMLLC's exclusive rights in and to the federally protected trademarks in and to the name and / or signature of Marilyn Monroe and, as such, is in violation of §§ 32(1) or 43(a) of the Lanham Act, 15 U.S.C. §§ 1114(1) or 1125(a), in that Defendant's conduct is likely to cause confusion, to cause mistake, or to deceive as to source, sponsorship, connection, association, or affiliation between CMG, MMLLC, and Defendant.

5.3. Defendants' unauthorized and infringing activities have been knowing, intentional, willful, deliberate, and malicious, and its misuses of the Monroe Intellectual Property Rights done with the intent to trade upon the goodwill and reputation of CMG and MMLLC as existing based upon the value the Monroe Intellectual Property Rights, and to unfairly compete with CMG licensees for the use of the Monroe Intellectual Property Rights and to damage and injure CMG, MMLLC, and their business.

5.4. CMG's and MMLLC's rights have been and will continue to be irreparably harmed as a result of Defendants' misconduct as herein alleged unless and until Defendants are preliminarily enjoined from the illegal use of the Monroe Intellectual Property Rights.

5.5. As such, CMG's and MMLLC's remedy at law is inadequate to prevent further violation of their rights.

VI. COUNT II.
FALSE ENDORSEMENT UNDER LANHAM ACT § 43(A).

6.1. CMG and MMLLC repeat and reallege the allegations in Paragraphs 1.1. through 5.5.

6.2. CMG, on behalf of MMLLC, licenses and enforces the Monroe Intellectual Property Rights under the exclusive agreement / assignment between the late Marilyn Monroe, the Estate of Marilyn Monroe, MMLLC, and CMG.

6.3. Defendants, since at least as early as August, 2009, have and continue to knowingly, intentionally, willfully, and maliciously use, in interstate and international commerce, the Monroe Intellectual Property Rights on and / or in connection with Unauthorized Use. See Exhibit A.

6.4. Defendants' use of the Monroe Intellectual Property Rights falsely represents to third parties and consumers that Defendants are authorized by CMG and / or MMLLC. For example, Defendants have represented to the public, by way of the Unauthorized Use itself, that its use of the Monroe Intellectual Property Rights was authorized by CMG and / or MMLLC when, in fact, Defendants' knowing, intentional, and malicious Unauthorized Use was not authorized, in any manner, by CMG as the exclusive agent to MMLLC and / or MMLLC, itself.

6.5. Defendants' use of the Monroe Intellectual Property Rights by way of the Unauthorized Use itself constitutes a false designation of origin, false or misleading description of fact, or false or misleading representation of fact, which is likely to cause confusion, mistake, or to deceive as to the affiliation, connection, or association of Defendants with the late Marilyn Monroe, MMLLC, and / or CMG and / or as to the sponsorship or approval of Defendants' business by CMG and / or MMLLC in violation of Lanham Act § 43(A), 11 U.S.C. § 1125(A).

6.6. The potential for likelihood of confusion is great in particular because of the open and notorious yet unlawful and infringing use that Defendants have made of the Monroe Intellectual Property Rights.

6.7. Defendants' unauthorized use of the Monroe Intellectual Property Rights by way of the Unauthorized Use itself is likely to cause economic harm to CMG and MMLLC because Defendants' said use of the Monroe Intellectual Property Rights necessarily precludes CMG and / or MMLLC from entering into license agreements with third parties for the use of the Intellectual Property on or in connection with goods and / or services similar to the Goods as defined hereinabove.

6.8. Defendants' unauthorized and infringing activities as herein complained of have been knowing, intentional, willful, deliberate, and malicious, and its misuses were done with the intent to trade upon the goodwill and reputation of Marilyn Monroe, MMLLC, and / or CMG, and to unfairly compete with CMG and / or MMLLC and their business.

6.9. CMG's and MMLLC's business, goodwill, and reputation have been and will continue to be irreparably harmed by Defendants unless Defendants are preliminarily enjoined from their exploitative and infringing commercial business practices and from illegally using the Monroe Intellectual Property Rights.

6.10. As such, CMG's and MMLLC's remedy at law is inadequate to prevent further violation of their rights.

VII. COUNT III.
WASHINGTON STATE STATUTORY RIGHT OF PUBLICITY.

7.1. CMG and MMLLC repeat and reallege the allegations in Paragraphs 1.1. through 6.10.

7.2. Marilyn Monroe (now, MMLLC) has a property right in the use of her name, voice, signature, photograph, or likeness (the Monroe Intellectual Property Rights) under RCW § 63.60.010 despite the fact that Marilyn Monroe was deceased before June 11, 1998.

7.3. As herein described, the Monroe Intellectual Property Rights has commercial value.

7.4. Both during her lifetime and thereafter, Marilyn Monroe, the Estate of Marilyn Monroe, MMLLC, and CMG have continuously used and authorized the use of the Monroe Intellectual Property Rights for commercial purposes.

7.5. Defendants have used the Monroe Intellectual Property Rights for a commercial purpose in violation of RCW § 63.60.050 without first having obtained previous written consent from CMG and / or MMLLC

7.6. Defendants have knowingly, intentionally, willfully, and maliciously engaged in conduct prohibited by RCW § 63.60.010.

7.7. CMG's and MMLLC's rights have been and will continue to be irreparably harmed by Defendants unless Defendants are preliminarily enjoined from further continued illegal use of the Monroe Intellectual Property Rights.

7.8. As such, CMG's and MMLLC's remedy at law is inadequate to prevent further violation of their rights.

VIII. COUNT V.
COMMON LAW RIGHT OF PUBLICITY.

8.1. CMG and MMLLC repeat and reallege the allegations in Paragraphs 1.1. through 7.8.

8.2. Marilyn Monroe was and remains, posthumously, a celebrity with a unique identity and personae that was commercially exploited during her lifetime and thereafter.

8.3. Marilyn Monroe's image, likeness, name, and / or persona comprise a combination of many features, including but not limited to Marilyn Monroe's status as a Hollywood icon, actress, model, and pinup queen, and Marilyn Monroe's image was carefully cultivated by her during Marilyn Monroe's lifetime and professional career; it is this personae by which Marilyn Monroe is universally recognized and remembered and pursuant to which the Monroe Intellectual Property Rights is valued.

8.4. Defendants' knowing, willful, and malicious unauthorized commercial exploitation of the Monroe Intellectual Property Rights constitutes a violation of the common law right of publicity.

8.5. To the extent that this Court may look to other states' right of publicity laws to determine the status of Marilyn Monroe's right of publicity, Defendants' activities are also in violation of the right of publicity protection conferred by the common laws of the States of Indiana, Tennessee, Oklahoma, and any other applicable state common laws as pertaining to the deceased right of publicity.

8.6. CMG and MMLLC's rights have been and will continue to be irreparably harmed by Defendants unless Defendants are preliminarily enjoined from further continued illegal use of the Monroe Intellectual Property Rights.

8.7. As such, CMG's and MMLLC's remedy at law is inadequate to prevent further violation of their rights.

IX. COUNT VI.
COMMON LAW UNFAIR COMPETITION.

9.1. CMG and MMLLC repeat and reallege the allegations in Paragraphs 1.1. through 8.7.

9.2. Defendants have knowingly, willfully, and maliciously used the Monroe Intellectual Property Rights without authorization in contravention of the common law claim for unfair competition.

9.3. Defendants' use of the Monroe Intellectual Property Rights is likely to cause confusion, mistake, or to deceive as to the affiliation, connection, or association of Defendants with Marilyn Monroe, MMLLC, and / or CMG or as to the sponsorship or approval by CMG and / or MMLLC as related to the Unauthorized Use as hereinbefore described.

9.4. Defendants' actions constitute misappropriation of the Monroe Intellectual Property Rights.

9.5. Defendants' activities are knowing, willful, deliberate, and malicious, and the Unauthorized Use by Defendants was made with full knowledge of the proprietary nature of the Monroe Intellectual Property Rights.

9.6. Defendants have conducted their acts with intent to trade upon the goodwill and reputation of Marilyn Monroe, and to unfairly compete with CMG and / or MMLLC and to damage and injure CMG, MMLLC, and their respective business.

9.7. CMG's and MMLLC's business, goodwill, and reputation and the goodwill and reputation associated with Marilyn Monroe have been and will continue to be irreparably harmed by Defendants unless Defendants are preliminarily enjoined from their exploitative and infringing commercial business practices.

9.8. As such, CMG's and MMLLC's remedy at law is inadequate to prevent further violation of their rights.

X. COUNT VII.
UNJUST ENRICHMENT.

10.1. CMG and MMLLC repeat and reallege the allegations in Paragraphs 1.1. through 9.8.

10.2. At the expense of and detriment to and without the prior express (or implied) authorization of CMG and / or MMLLC, Defendant has been unjustly enriched through its knowing, intentional, willful, and malicious actions of using the Monroe Intellectual Property Rights.

10.3. CMG's and MMLLC's business, goodwill, and reputation have been and will continue to be irreparably harmed by Defendants unless Defendants are preliminarily enjoined from its exploitative and infringing commercial business practices.

10.4. As such, CMG's and MMLLC's remedy at law is inadequate to prevent further violation of their rights.

XI. COUNT VIII.
TORTIOUS INTERFERENCE OF CONTRACT.

11.1. CMG and MMLLC repeat and reallege the allegations in Paragraphs 1.1. through 10.4.

11.2. MMLLC, by CMG, has negotiated license agreements with third parties for the design, publication, production, marketing, distribution, and / or sale of calendars for the Monroe Intellectual Property Rights to be used under authorization of MMLLC by CMG.

11.3. As a direct and proximate result Defendants' knowing, willful, and malicious illegal use of the Monroe Intellectual Property Rights, as herein described, said third party licensees of the Monroe Intellectual Property Rights have suspended royalty payments under said third party agreements and / or threatened to terminate said third party agreements.

11.4. As a direct and proximate result Defendants' knowing, willful, and malicious illegal use of the Monroe Intellectual Property Rights, as herein described, third parties desiring to license the Monroe Intellectual Property Rights from MMLLC by CMG have been deterred from entering into such third party license agreements for the use of the Monroe Intellectual Property Rights.

11.5. As a direct and proximate result of Defendants' illegal conduct as alleged hereinabove, CMG and MMLLC have suffered general and special pecuniary and non-pecuniary damages in an amount to be proven at trial.

11.6. Defendants' actions were undertaken willfully, wantonly, maliciously and in reckless disregard for CMG's and / or MMLLC's rights, and, as a direct and proximate result thereof, CMG and MMLLC have suffered economic damage in a total amount to be proven at trial; therefore, CMG and MMLLC seek exemplary and punitive damages in addition to actual

damages in an amount sufficient to deter Defendants and others from similar future wrongful conduct.

11.7. As such, CMG's and MMLLC's remedy at law is inadequate to prevent further violation of their rights.

XII. COUNT IX.
CONVERSION.

12.1. CMG and MMLLC repeat and reallege the allegations in Paragraphs 1.1. through 11.7.

12.2. By engaging in the Unauthorized Use as herein described and complained of, Defendants have exerted unauthorized control over the property of another with the intent to deprive CMG and MMLLC of its benefit, to wit: the Monroe Intellectual Property Rights of which CMG and MMLLC are interest holders.

12.3. On the basis of Defendants' knowing, intentional, willful, and malicious unlawful and illegal actions as herein complained of, Defendants have committed conversion as defined under Washington law at RCW § 4.24.230 *et. seq.*

12.4. Defendants' commission of conversion has proximately caused CMG and MMLLC to suffer damages in a sum as yet to be ascertained but which damages continue to accrue and accumulate.

12.5. CMG and MMLLC will continue to be irreparably harmed by Defendants unless Defendants are preliminarily enjoined from their unlawful business practices which constitute conversion under Indiana law.

12.6. As such, CMG's and MMLLC's remedy at law is inadequate to prevent further violation of their rights.

XIII. COUNT X.
COUNTERFEITING.

13.1. CMG and MMLLC repeat and reallege the allegations in Paragraphs 1.1. through 12.6.

13.2. By engaging in the knowing, intentional, willful, and malicious conduct as herein described and complained of, Defendants have manufactured, used, displayed, advertised, distributed, offered for sale, sold and / or possessed with intent to sell or distribute calendars bearing the Monroe Intellectual Property Right without prior authorization of CMG and / or MMLLC. See Exhibit A.

13.3. On the basis of Defendants' unlawful and illegal actions as herein complained of, Defendants have committed counterfeiting as defined under Washington law at RCW § 9.16.030.

13.4. Defendants' commission of counterfeiting has proximately caused CMG and MMLLC to suffer damages in a sum as yet to be ascertained but which damages continue to accrue and accumulate.

13.5. CMG and MMLLC will continue to be irreparably harmed by Defendants unless Defendants are preliminarily enjoined from their knowing, intentional, willful, and malicious unlawful business practices which constitute deception under Indiana law.


13.6. As such, CMG's and MMLLC's remedy at law is inadequate to prevent further violation of its rights.

XIV. PRAYER FOR RELIEF.

WHEREFORE, Plaintiffs CMG BRANDS, LLC ("CMG") and MARILYN MONROE, LLC ("MMLLC"), by counsel, Ryan Boyle, hereby prays for judgment as against Defendants MOSELEY ROAD, INC. and BORDERS GROUP, INC. (collectively the "Defendants"), where said judgment may include but may not necessarily be limited to the following relief:

- a. An injunction enjoining Defendants from future use of the Monroe Intellectual Property Rights as herein defined, in whatever form;
- b. An order directing the immediate and complete surrender of any and all merchandise, designs, plans, marketing materials, advertisements, conceptualls, etc. featuring the Monroe Intellectual Property Rights to CMG;
- c. An award of damages, including but not necessarily limited to treble damages, costs, and attorney's fees as set forth in the applicable statutes and / or as provided for in the MLA in an aggregate amount that is, as yet, undetermined, but which amount continues to accrue; and
- d. All other just and proper relief in the premises.

Respectfully submitted,

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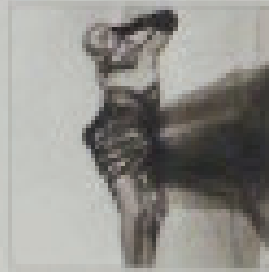
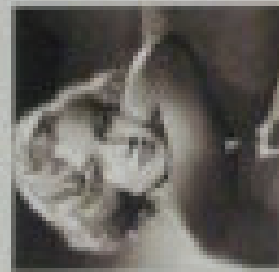
MARILYN MONROE

MARILYN MONROE 2010 Calendar



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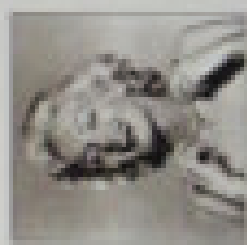
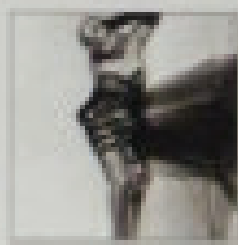
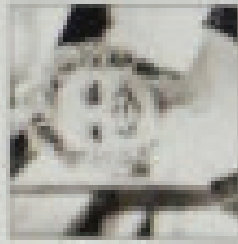
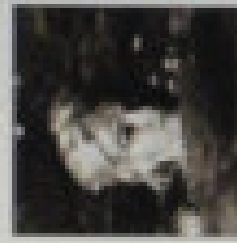
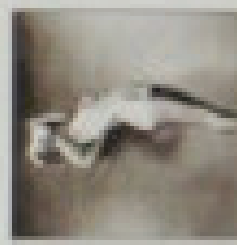
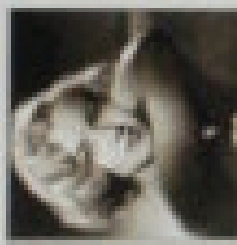
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MARILYN MONROE



Marilyn Monroe

MARILYN MONROE 2010 Calendar

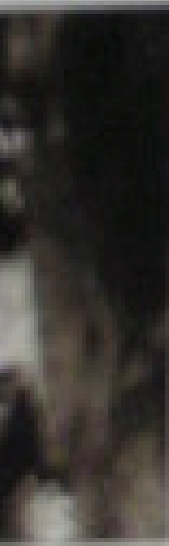


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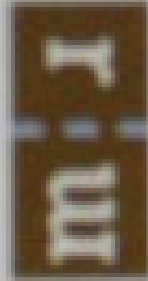
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moseley road inc.

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