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June 13, 2005

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## BY EMAIL AND U.S. MAIL

Sam Garfield  
575 W. 800 N.  
Orem, Utah 84057  
[sam@thepowerless.com](mailto:sam@thepowerless.com)

Re: The LEGO Group – Sam Garfield’s Infringement and Dilution of the LEGO®  
Mark and LEGO® Minifigures (Our Ref.: LEG USA TS-81/00132)

Dear Mr. Garfield:

We are counsel to Kirkbi AG, a member of the LEGO Group of companies (“LEGO”). Our client is the owner of the world famous LEGO® trade name and mark (hereinafter referred to as the “LEGO Mark”). Our client has used the LEGO Mark continuously and extensively for nearly seventy years in connection with a wide array of goods and services, including more recently, t-shirts and a variety of other clothing items.

Through the labors of our client and others acting under its supervision, and after many years of uninterrupted, exclusive and extensive use of the LEGO Mark, our client has developed enormous goodwill in said Mark, and said Mark has become among the most famous marks in the world, immediately designating our client to consumers as the source of goods and services offered under said Mark.

Our client is the owner of numerous federal trademark registrations for the LEGO Mark including, among many others, registration Nos. 1,248,936 for LEGO and 1,248,938 and 2,060,284 for LEGO and design, for a wide variety of goods and services, including, *inter alia*, t-shirts and other clothing items. Pursuant to Section 15 of the Lanham Act, these registrations are incontestable, and thus constitute conclusive evidence of the validity of the registered Mark, of

our client's ownership of the Mark and of its exclusive right to use the registered Mark in commerce in the U.S. You are presumed to be on notice of our client's rights in its Marks by virtue of its registrations.

Our client has also developed enormous goodwill in the appearance of its famous "Minifigures" which have become world-renowned symbols that the public immediately associates with goods originating with our client. Accordingly, our client is the sole and exclusive owner of all trademark rights in the visual appearance of these figures. Pursuant to 15 U.S.C. §1125(a), Section 43(a) of the Lanham Act, only our client and those authorized by our client may use or authorize the use of these figures.

Our client is also the sole and exclusive copyright owner of the Minifigures. Our client's copyright rights in these figures are also registered with the U.S. Copyright Office. Accordingly, pursuant to 17 U.S.C. § 106, only our client and those authorized by our client may exercise the exclusive rights conferred under the copyright law with respect to these figures, which include the right to copy, distribute, display and make derivative works of the copyrighted works.

Notwithstanding our client's exclusive rights in the foregoing, our client has recently learned that, on the website [www.cafepress.com](http://www.cafepress.com), your company was offering for sale throughout the U.S., without our client's permission, t-shirts on which are depicted two-dimensional images of figures that are obvious imitations of our client's famous Minifigures, and that capture the overall appearance of such Minifigures. Moreover, your listings incorporate the LEGO Mark in their descriptions. Upon our request, and in accordance with its Intellectual Property Rights Policy, CafePress.com has removed your listings from its site.

Your distribution and sale of goods that bear the images of figures so strikingly similar in appearance to our client's Minifigures infringe our client's exclusive rights under the United States Copyright Act to make such figures and to authorize the making of copies thereof, as well as the exclusive rights of distribution, display, and the right to create derivative works.

Your unauthorized acts also infringe our client's trademark rights in its Minifigures and LEGO Mark in that consumers will inevitably be confused into believing, mistakenly, that your company is authorized, licensed or approved by our client to create and offer the infringing goods at issue, when it is not. These deliberate and unauthorized uses usurp the benefit of our client's unequalled reputation, which belongs exclusively to our client and not to your company, and trade off the goodwill our client has developed over many years in its LEGO Mark and Minifigures, and are otherwise causing irreparable harm to our client.

In addition, your use of our client's famous LEGO Mark and Minifigures is likely to tarnish our client's business reputation and will dilute the distinctive quality of the foregoing, all of which became famous long prior to the time when you commenced any use thereof or imitations thereof.

Sam Garfield  
June 13, 2005  
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Your conduct thus constitutes willful copyright infringement under the 1976 United States Copyright Act, 17 U.S.C. § 106, and willful trademark infringement, unfair competition and dilution under the Lanham Act, 15 U.S.C. §§ 1114(a), 1125(a) and 1125(c) and various State laws, entitling our client to (i) injunctive relief pursuant to 17 U.S.C. § 502 of the Copyright Act, and 15 U.S.C. § 1116, Section 34 of the Lanham Act, (2) monetary relief, pursuant to 17 U.S.C. § 504 of the Copyright Act, and 15 U.S.C. § 1117, which under Section 35 of the Lanham Act is equal to three times the amount of your profits, or our client's damages, whichever is greater, plus our client's reasonable attorneys' fees; and (3) destruction of the infringing goods, pursuant to 17 U.S.C. § 503 of the Copyright Act, and 15 U.S.C. § 1118, Section 36 of the Lanham Act.

Accordingly, on behalf of our client, we hereby demand that you immediately cease all use whatsoever of (i) the LEGO Mark and/or any words, phrases and/or marks confusingly similar thereto; and (ii) images that are identical, or confusingly or substantially similar in appearance to our client's Minifigures in connection with any and all goods and services, including but not limited to clothing, and in any and all media and retail outlets, including but not limited to on the Internet, Web sites, emails and/or any other electronic media, and in all printed and/or visually depicted matter.

Our client demands that you immediately destroy all goods that you have in stock bearing the infringing uses described above, or deliver such inventory to us for destruction, or alternatively, immediately pull all such inventory and donate the goods to a homeless shelter. Our client will require information on the amount of goods bearing the infringing images and/or words that you still have left in stock and proof of your destruction or donation of said goods. Additionally, our client demands that you specify the number of infringing goods sold and the revenue in dollars earned from the sale of such goods.

While our client would prefer to resolve this matter amicably, it will not hesitate to protect its rights. Accordingly, please send us your written confirmation by no later than June 27, 2005 that you will comply with the foregoing, failing which we will have no alternative but to seek recourse in another forum.

This letter is without prejudice to our client's rights and remedies, all of which are expressly reserved.

Very truly yours,



Correne S. Kristiansen