

**UNITED STATES SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

Vincent Paul Young, Jr. and §
Vince Young Inc. §
Plaintiffs, §
§
§
§
v. §
Rodney D. Vannerson, §
Enos Cabell, §
Tom Roberson, §
The joint venture of "Three Friends" §
Defendants, §

**PLAINTIFF'S ORIGINAL COMPLAINT
& REQUEST FOR DECLARATORY JUDGMENT**

Plaintiffs Vincent Paul Young, Jr. and Vincent Paul Young Inc, by their attorney of record, for their complaint in this action allege:

1. Plaintiff, Vincent Paul Young, Jr. (VY) , is an individual who is a citizen of the State of Tennessee. and maintains a business address at Suite TEXAS 77036
2. Plaintiff, Vincent Young Inc. (VY INC)is a corporation organized and existing under the laws of the state of TEXAS with its place of business located at Houston TEXAS 77036.
3. Upon information and belief, Defendant, Rodney Vannerson, (RV) an individual and a citizen of the State of Texas, who resides at Texas may be served through his attorney of record Douglass Rommelman located at 600 Travis, Suite 4200, Houston, Texas 77002.

4. Upon information and belief, Defendant, Enos Cabell, (EC) an individual and a citizen of the State of Texas, who resides at _____, Texas
5. Upon information and belief, Defendant, Tom Roberson (TR), an individual and a citizen of the State of Texas, who resides at _____, Texas
6. Defendant, the Joint Venture of the "Three Friends" (JV) is a joint venture doing business in the State of Texas, may be served with process through its attorney of record Douglas Rommelmann located at 600 Travis, Suite 4200, Houston, Texas 77002
7. The court has subject matter jurisdiction to hear this action under 15 U.S.C. §1121(A) and 28 U.S.C. §§1331, 1338 (a), and 136;
8. Upon information and belief, this Court has personal jurisdiction over the defendants.
9. This is an action for declaratory judgment for determination of the parties' rights in certain trademarks. The action arises under the Lanham Act, 15 U.S.C. §§ 1051 et seq. the Declaratory Judgment Act, 28 U.S.C. §2201, and the common law of the State of Texas.
10. Venue is proper in this district under 28 U.S.C. §1391.
11. Plaintiff, VY, is currently a professional football player in the National Football League ("NFL") for the Tennessee Titans.
12. After high school, Plaintiff, VY, received a scholarship to play football for the University of Texas (UT).

13. Plaintiff, VY, licensed his name and likeness to University of Texas to promote their entertainment services and football program.
14. The license of his "name and likeness" includes his proprietary rights to his nicknames and his abbreviated names.
15. UT protected Plaintiff, VY, "name and likeness" by sending cease and desist letters to entities using the name "VY" and "INVINCIBLE".
16. Plaintiff, VY, currently has endorsement contracts wherein he licensed his name and likeness to various entities including Vince Young Inc which includes his proprietary rights to his nicknames and his abbreviated name. Defendants now have knowledge that plaintiff has several endorsement contracts.
17. Plaintiff, VY, became widely known by his nickname "Invincible" while playing football at University of Texas.
18. Plaintiff, VY, became widely known by his abbreviated name "VY" while playing football at the University of Texas.
19. The abbreviated name "VY" first came to the identity of Plaintiff, VY, the during his highly publicized football career at Madison High School. While at Madison High School, Vincent Paul Young Jr. was named National Player of the Year in May 16, 2001 Student Sport's Magazine.
20. The nickname "Invincible" and the abbreviated name "VY" became further known to identify VY during his highly publicized collegiate football career at the University of Texas ("UT").
21. Plaintiff, VY was named the best college football player of 2005 by *College Football News* and was a Heisman Trophy finalist in 2005.

22. Plaintiff, VY was featured on the cover of national sports publications during his collegiate career, including twice on the cover of *Sports Illustrated*.
23. Plaintiff, VY led the University of Texas, Longhorns, to a BCS National Championship on January 4, 2006 in the 2006 Rose Bowl Game.
24. Plaintiff, VY was drafted by the Tennessee Titans in the 2006 NFL Draft and was named the NFL Offensive Rookie of the Year in 2006. Plaintiff, VY has become one of the most recognizable figures in professional football and was featured on the cover of Madden 2008, a video game produced by EA Sports simulating NFL football.
25. Upon information and belief, on January 5, 2006, one day after Plaintiff, VY led his team to a BCS National Championship victory in the 2006 Rose Bowl and won the Rose Bowl Most Valuable Player awards, Defendant, RV, filed the following intent to use trademark applications: 78/786,069, 78/786,073, 78/786882 and 78/786883.
26. Defendant, RV filed intent to use Application Serial No. 78/786,069 (See Exhibit 7) based on an alleged intent to use the mark INVINCIBLE for "computer games, electronic games, video games, computer program games, computer game software, electronic game programs, electronic game software, video game programs, video game software" in International Class 09.
27. Defendant, RV filed intent to use Application Serial No. 78/786,073 (See Exhibit 6) based on an alleged intent to use the mark VY for "Computer

games, electronic games, video games" in International Class [009] and for "[Clothing] in International Class [025].

28. Defendant, RV filed intent to use Application Serial No. , 78/786882 (See Exhibit 5) based on an alleged intent to use the mark INVINCIBLE for "*Computer games, electronic games, video games*" in International Class [009] and for "[Clothing] in International Class [025].
29. Defendant, RV filed Application Serial No. 78/786,883 (See Exhibit 4) based on an alleged intent to use the mark "[VY]" for "[posters, photographs, pictures, and decals]" in International Class [016] and for "[Candy] in International Class [030].
30. Prior to the date Defendant, RV filed the foregoing intent to use trademark applications on the "Invincible" and "VY" marks, Plaintiff, VY was known in the public by these names that had already been publicized and used in such an open and notorious manner and associated by the public mind with Plaintiff, VY. The names Plaintiff, VY and IINVINCIBLE unmistakably point to Plaintiff, VY.
31. Plaintiff, VY's personal fame and reputation are substantial and continuing. The marks VY and Invincible have been used in commerce and/or in a manner analogous to use which created VY's proprietary rights.
32. Plaintiffs' has a website that offers retail services selling products in commerce in connection with the VY mark.
33. Plaintiff, Vincent Young INC. filed for trademark on the rights assigned to it by Plaintiff, VY. The mark incorporates a the letters VY shield Mark.

34. Through discovery in the Notice of Opposition (Exhibit 10) filed by plaintiff VY, he discovered that Defendants' were using a trademark that was substantially the same as the VY logo shield in Trademark Application filed by VY INC. Compare Exhibit 1 and Exhibit 2). Both marks have a three pointed enclosed figure with the letters vy contained therein. Plaintiffs' have nationally publicized the use of VY logo shield.
35. Defendant, RV, In the Notice of Opposition stated, in his response to Revised First Set of Interrogatories number 8 that he "could use the mark to create a passive connection to Vince Young". See Exhibit 17.
36. Upon information and belief, Defendants developed a VY logo substantially similar to VY logo shield. Defendants contacted several manufacturers and produce samples of various products for use with the VY and Invinceable marks. Exhibit 16 and Exhibit 14, page 20. Upon information and belief, Defendants are in production of a decal with their VY logo affixed in which defendants are testing the market with several products within several trademark classifications. Upon Information and Belief, Defendants planned to license mark to individuals who can use it, but refused to provide that information in deposition. However, Defendant, RV testified that plaintiff VY was one of those individuals and created samples to directly license to plaintiff VY for use in commerce. Exhibit 13 page 96-98.
37. On February 29, 2008 during the deposition Defendant, RV, when asked "And if you found out that someone selling a product with the same mark. Would you let it go, or would you contact Counsel? RV replied "I

would think I would have a cause of action. I would think that I would have a right to try and prohibit them from doing that." See Exhibit 13 page 96.

38. After several attempts of settlement negotiations and several threats of action, See Exhibit 12, plaintiffs have filed this Declaratory Judgment to protect the rights of Plaintiffs.
39. Defendant, RV, formed a joint venture on 1/5/2006 between RV, Enos Cabell and Tom Roberson in an agreement that incorporates the following terms: (See Exhibit 11).

"It is Agreed; Rodney Vannerson, acting for the respective interest and benefit of the Three Friends, has engaged the law firm of Andrews Kurth L.L.P. (specifically, Doug Rommelmann) and filed for trademark protection for the mark.

It is Agreed; the Three Friends consider this agreement a joint venture even though all filings with the U.S. Patent and Trademark Office were made and will remain in the name of Rodney Vannerson, as an individual. All expenses associated with the trademark protection and market awareness of the mark along with all proceeds generated from the use and/or sale of the mark will be shared between the Three Friends and Their Attorney based on the following rights of ownership; Enos Cabell-25% OWNERSHIP, Tom Roberson-25% OWNERSHIP, Rodney Vannerson 50% OWNERSHIP. "

40. RV filed the intent-to-use trademark applications serial numbers 78/786069, 78/786883, 78/786882 and 78/786073 as an individual. However, RV signed Applicant affirmed by signature affixed on the joint venture

agreements of the "Three Friends" and signed in the presences of a duly authorized notary, that RV did not own the marks at the time he applications were filed.

41. Upon Information and belief, Rodney Vannerson on the respective dates that applications 78/786069, 78/786883, 78/786882 and 78/78607 were filed, Applicant had no bona fide intent to use such marks in commerce as required by the Lanham Act, 15 U.S.C. §1051 (b).
42. Upon Information and belief Rodney D. Vannerson, made false representations when he declared in the filed intent-to-use applications 78/786069, 78/786883, 78/786882 and 78/78607 that the Applicant entity type was Individual after he had agreed to assign the rights to the marks to the joint venture of the "Three Friends". Thus, Defendant RV was not the owner of the filed foregoing trademark applications owner of the mark or the owner of the marks pursuant to Trademark Act § 1(a)(1).
43. Upon Information and belief, in violation of the Lanham Act, 15 U.S.C. § 1052 (a), defendant, RV filed intent to use applications 78/786069, 78/786883 78/786882 and 78/78607 with the intent of creating a false connection to VY and interfering with VY proprietary rights to the VY and INVINCIBLE marks. RV did not obtain VY permission to file the foregoing trademark applications. Defendant's foregoing conduct constitutes a violation of Section 2(a) of the Lanham Act, 15 U.S.C. § 1052(a), which prohibits registration on the principal register of a mark which consists of or comprises "matter which may disparage or falsely suggest a connection with persons, living or dead.

44. Upon Information and belief, Defendant RV is not connected with Plaintiff VY, and there is no connection between the goods defendant RV intends to sell under the marks and plaintiff VY.
45. Upon Information and belief, because plaintiff VY is of sufficient fame and reputation in the United States, a connection with plaintiff VY would be presumed if the marks in the subject applications were used in commerce by defendants.
46. Upon Information and belief, plaintiffs will be damaged if the marks in the subject applications are allowed to register because the marks creates a false perception that defendant products are connected to plaintiff VY.
47. Upon Information and belief, in violation of the Lanham Act, 15 U.S.C. § 1052 (c), defendant RV filed intent to use applications 78/786069, 78/786883, 78/786882 and 78/78607 without the consent of plaintiff VY. , 15 U.S.C. § 1052 (c) of the Lanham Act prohibits registration on the principal register of a mark which "consists of a name, portrait, or signature identifying a particular living individual except by his written consent." The defendant RV marks (VY and In-Vince-able) in the subject applications represent and identify a particular living individual, namely plaintiff VY, and plaintiff VY has not given his written consent for the registration of the mark in the subject application.
48. Upon Information and belief, the public recognition, fame as a football player, reputation, public persona, and general awareness of plaintiff VY are substantial. The use and

registration by Defendant, RV, of the mark in the foregoing applications were without the permission of plaintiff VY, would cause plaintiff VY to be falsely identified with defendant RV, causing damage to the persona, fame, and reputation of plaintiff VY.

49. Defendants have expended great physical and financial resources to develop, to market and to brand plaintiff VY image. Defendants conduct has caused Plaintiff VY damage specifically to his endorsement program.
50. Plaintiff VY filed trademark application 78/935632 (See Exhibit 3) for the VY Mark which is currently suspended pending this notice of opposition.
51. Plaintiff VY INC filed trademark application 77/332760 (See Exhibit 9) for the V. Young logo mark.
52. Plaintiff VY assigned name to Vince Young Foods INC for use of the logo shield as part of mark filed trademark application 77/55556 (See Exhibit 8) for the V. Young logo mark.

Count 1 - Declaratory Judgment

53. Plaintiffs re-alleges paragraphs 1 through 52 as paragraph 53 of this count 1.
54. As a result of defendant's conduct, Vincent Paul Young Jr. and Vincent Young Inc. reasonably believe that Rodney D. Vannerson,

Enos Cabell, Tom Roberson and/or the joint venture of Three Friends will file a lawsuit against them if they continue to use the VY and INVINCIBLE marks to identify the newly developed product lines and endorsement programs released on the market in 2008 and products under development for release sometime in 2009 .

55. As a result of defendant's conduct, Plaintiffs reasonably believe that Defendants' will file a law suit against them if they continue to use the VY and Invinceable marks to identify VY's "name and likeness", if they continue to use the VY mark on products sold in commerce, and if they continue to use the VY mark to identify retail and entertainment services sold in commerce, and if they use VY and INVINCIBLE to identify his football services licensed to the NFL.
56. As a result of defendant's conduct, Plaintiffs reasonably believe that Defendants' will file a law suit enjoining the use of VY and Invinceable under his endorsement contracts thereby interfering with his contractual and proprietary rights to use the marks to identify VY's "name and likeness". When RV filed the intent to use trademark application 78/786069, 78/786883 78/786882 and 78/78607 he had no bona fide intent to use the marks VY and In-vince-able in commerce. RV knew the connection between VY and the invinceable marks when he filed the intent to use applications. Thus, RV filed the marks with the intention of extracting money for licensing the mark back to VY. Trademark application 78/786882 has been issued a notice of allowance. The only remedy now is a cancellation proceeding before the federal district court.

57. Vincent Paul Young Jr. and Vincent Young Inc. also reasonably believe that defendants will wait until the last possible moment to file such an action, or at a minimum file such an action at a time calculated to create the greatest possible interference with Vincent Paul Young Jr. and Vincent Young Inc. normal course of business.
58. Defendants' ongoing claim that plaintiffs' use of the VY and INVINCIBLE marks infringes Rodney D. Vannerson, Enos Cabell, Tom Roberson and/or the joint venture of Three Friends' rights creates an actual case or controversy for purposes of 28 U.S.C. §2201.
59. Defendants' ongoing claim that plaintiffs are infringing Rodney D. Vannerson, Enos Cabell, Tom Roberson and/or the joint venture of Three Friends' rights in the VY and INVINCIBLE marks disrupts plaintiffs' ability to continue to market and promote product lines and endorsement programs released on the market in 2008 and products under development for release sometime in 2009. Unless the Court acts promptly to declare that plaintiffs' have rights in the use of the VY and INVINCIBLE marks, the disruption of plaintiffs' income and development of VY and INVINCIBLE product lines and endorsement programs will continue to increase.
60. Unless enjoined and restrained by the Court, defendants are likely to engage in conduct that will cause irreparable injury to plaintiffs, for which they have no remedy at law.
61. WHEREFORE, Plaintiffs pray that the Court:
- (a) declare, adjudge, and decree that use by VY and VY INC,

and any of their respective agents or representatives, of the VY and INVINCIBLE trademark does not infringe any rights of defendant RV, EC, TR and JV;

(b) declare, adjudge and decree that defendants RV, EC, TR and JV have no right, title and interest in the following marks: VY and INVINCIBLE or any mark or domain name including the words VY and INVINCIBLE or any other variation of such name;

(c) issue preliminary and permanent injunctions restraining defendants and all persons acting in privity or in concert with them, from any acts of trademark infringement in violation of the Lanham Act or applicable state law, including, without limitation, injunctions that direct defendants to refrain from any advertisement, marketing or other use in interstate commerce, including as a domain name, any of the following marks: VY and INVINCIBLE, or any mark including the words "VY," "INVINCIBLE," "VINCE YOUNG" or any variation of such name;

(d) order cancellation and/or abandonment of Serial Nos. 78/786069, 78/786883; 78/786073, and 78/786882. Registration of Serial No 78/935632.

(e) award plaintiffs damages as permitted by law, costs, reasonable attorneys' fees, and; other and further relief as this Court may deem just and proper.

COUNT 2 VIOLATIONS OF THE LANHAM ACT

62. Plaintiffs re-alleges paragraphs 1 through 52 as paragraph 62 of this Count 2.

63. Plaintiff has licensed his name and likeness to UT, NFL, VINCE YOUNG INC and other business entities. These entities have used Vincent Paul Young JR. trade name "VY" and "in-vinceable" to promote their entertainment services as well as products. Thus, the public has come to recognize Plaintiff VY as "VY" and In-vince-able which inures to the benefit of plaintiff VY.
64. Defendant RV entered into a contract with Defendant EC and Defendant TR wherein he sold an interest in his intent to use trademark applications 78/786,073, 78/786882, 78/786883, and 78/786,073. Defendant RV, Defendant EC and Defendant TR then entered into a contract that created defendant JV entity which holds the interest of the other defendants in the trademark applications. Additionally, the contract also provides an interest to Attorney Doug Rommelman.
65. Defendants RV and JV approached manufacturing companies to manufacture products under the VY and INVINCIBLE Marks. Defendants RV and JV have approached organizations to develop marketing strategies for the introduction of the marks for into commerce. Defendant RV and the JV contracted with a manufacturing company to produce VY decals and T-Shirts bearing their VY logo. The display of T-Shirt and VY decals along with

the interfacing with marketing and manufacturing companies is likely to cause confusion among prospective and actual customers of plaintiffs

66. Defendants development, marketing and production of the VY logo decal is confusingly similar to plaintiffs VY logo shield and Plaintiff VY mark that it is likely to cause confusion among prospective and actual customers of plaintiffs.

67. Defendants attempt to license VY Mark is likely to cause confusion among prospective and actual customers of plaintiffs

68. Although the foregoing defendant's conduct may not constitute use for the purpose of permitting registration of the mark as a trademark under 15 USC 1051(a), the conduct does constitute a violation of Section 43(a) of Lanham Act (15 USC 1125(a)).

69. Defendant's foregoing conduct is in violation of the Lanham Act, 15 U.S.C. § 1052(d) Section 2(d) which prohibits registration on the principal register of a mark which "consists of or comprises a mark which so resembles a mark registered in the Patent and Trademark Office, or a mark or trade name previously used in the United States by another and not abandoned, as to be likely, when used on or in connection with the goods of the

applicant, to cause confusion, or to cause mistake, or to deceive”.

70. Unless enjoined and restrained by the Court, defendants are likely to engage in conduct that will cause irreparable injury to plaintiffs, for which they have no remedy at law.

71. WHEREFORE, Plaintiffs pray that the Court:

(a) declare, adjudge, and decree that use by VY and VY INC, and any of their respective agents or representatives, of the VY and INVINCIBLE trademark does not infringe any rights of defendant RV, EC, TR and JV;

(b) declare, adjudge and decree that defendants RV, EC, TR and JV have no right, title and interest in the following marks: VY and INVINCIBLE or any mark or domain name including the words VY and INVINCIBLE or any other variation of such name including "VINCE YOUNG" ;

(c) issue preliminary and permanent injunctions restraining defendants and all persons acting in privity or in concert with them, from any acts of trademark infringement in violation of the Lanham Act or applicable state law, including, without limitation, injunctions that direct defendants to refrain from any advertisement, marketing or other use in interstate commerce, including as a domain name, any of the following marks: VY and INVINCIBLE, or any mark including the words "VY," "INVINCIBLE," or any variation of such name;

(c) order cancellation and/or abandonment of Serial Nos.

78/786069, 78/786883; 78/786073, 78/786882. Order Serial Number 78/935632 to be issued.

- (d) award plaintiffs damages as permitted by law, costs, reasonable attorneys' fees, and;
- (e) other and further relief as this Court may deem just and proper.

COUNT 3-Unfair Competition

- 72. Plaintiffs re-alleges paragraphs 1 through 52 as paragraph 72 of this count 3.
- 73. Defendant RV entered into a contract with Defendant EC and Defendant TR wherein he sold an interest in his intent to use trademark applications 78/786,073, 78/786882, 78/786883, and 78/786,073. Defendant RV, Defendant EC and Defendant TR then entered into a contract that created defendant JV entity which holds the interest of the other defendants in the trademark applications. Additionally, the contract also provides an interest to Attorney Doug Rommelman.
- 74. Defendants RV and JV approached manufacturing companies to manufacture products under the VY and INVINCIBLE Marks. Defendants RV and JV have approached organizations to develop marketing strategies for the introduction of the marks for into commerce. Defendant RV and the JV contracted with a manufacturing

company to produce VY decals and T-Shirts bearing their VY logo. The display of T-Shirt and VY decals along with the interfacing with marketing and manufacturing companies is likely to cause confusion among prospective and actual customers of plaintiffs

75. Defendants development, marketing and production of the VY logo decal is confusingly similar to plaintiffs VY logo shield and Plaintiff VY mark that it is likely to cause confusion among prospective and actual customers of plaintiffs.
76. Defendants attempt to license VY Mark is likely to cause confusion among prospective and actual customers of plaintiffs
77. Although the foregoing defendant's conduct may not constitute use for the purpose of permitting claiming trademark rights, the conduct does constitutes unfair competition under Texas Law.

78. Unless enjoined and restrained by the Court, defendants are likely to engage in conduct that will cause irreparable injury to plaintiffs, for which they have no remedy at law.

79. WHEREFORE, Plaintiffs pray that the Court:

(a) declare, adjudge, and decree that use by VY and VY INC, and any of their respective agents or representatives, of the VY and INVINCIBLE trademark does not infringe any rights of defendant RV,

EC, TR and JV;

(b) declare, adjudge and decree that defendants RV, EC, TR and JV have no right, title and interest in the following marks: VY and INVINCIBLE or any mark or domain name including the words VY and INVINCIBLE or any other variation of such name;

(c) issue preliminary and permanent injunctions restraining defendants and all persons acting in privity or in concert with them, from any acts of trademark infringement in violation of the Lanham Act or applicable state law, including, without limitation, injunctions that direct defendants to refrain from any advertisement, marketing or other use in interstate commerce, including as a domain name, any of the following marks: VY and INVINCIBLE, or any mark including the words "VY," "INVINCIBLE," or any variation of such name including "VINCE YOUNG" ;

(f) order cancellation and/or abandonment of Serial Nos. 78/786069, 78/786883; 78/786073, 78/786882.

(g) award plaintiffs damages as permitted by law, costs, reasonable attorneys' fees, and;

(h) other and further relief as this Court may deem just and proper.

COUNT 4-Fraud

80. Plaintiffs re-alleges paragraphs 1 through 52 as paragraph 80 of this Count 4.
81. Upon information and belief, Defendant RV filed this application with the intention of usurping plaintiff VY's prior right to use his VY and INVINCIBLE marks. Defendant RV filed his intent to use applications approximately the same time plaintiff VY was drafted into the NFL. Vince Young is currently well known in National Football League (NFL) as well as in the consumer public. Plaintiff VY has used his initials "VY" and is known as INVINCIBLE for several years prior to entering the NFL.
82. Upon information and belief, Defendant RV made several false misrepresentations in his application for registration of the VY and INVINCIBLE marks. Defendant RV made a misrepresentation that he was the individual owner of the application at the time he filed the intent to use applications. Defendant RV made a misrepresentation that he had a bona fide intent to use the marks. Defendant RV made a misrepresentation by omitting the fact that plaintiff VY had proprietary rights to the marks prior to him filing his intent to use applications.
83. Defendant's foregoing conduct constitutes a violation of 15 USC 1120 because Defendant RV is attempting to procure a registered mark by fraud.

84. Unless enjoined and restrained by the Court, defendants are likely to engage in conduct that will cause irreparable injury to plaintiffs, for which they have no remedy at law.

85. WHEREFORE, Plaintiffs pray that the Court:

(a) declare, adjudge, and decree that use by VY and VY INC, and any of their respective agents or representatives, of the VY and INVINCIBLE trademark does not infringe any rights of defendant RV, EC, TR and JV;

(b) declare that defendants committed fraud pursuant to 15 USC 1120 and plaintiffs are entitled to any damages sustained as a consequence thereof;

(c) declare, adjudge and decree that defendants RV, EC, TR and JV have no right, title and interest in the following marks: VY and INVINCIBLE or any mark or domain name including the words VY and INVINCIBLE or any other variation of such name;

(d) issue preliminary and permanent injunctions restraining defendants and all persons acting in privity or in concert with them, from any acts of trademark infringement in violation of the Lanham Act or applicable state law, including, without limitation, injunctions that direct defendants to refrain from any advertisement, marketing or other use in interstate commerce, including as a domain name, any of the following marks: VY and INVINCIBLE, or any mark including the words "VY," "INVINCIBLE," or any variation of such name including "VINCE YOUNG" ;

91. Unless enjoined and restrained by the Court, defendants are likely to engage in conduct that will cause irreparable injury to plaintiffs, for which they have no remedy at law.

92. WHEREFORE, Plaintiffs pray that the Court:

(a) declare, adjudge, and decree that use by VY and VY INC, and any of their respective agents or representatives, of the VY and INVINCIBLE trademark does not infringe any rights of defendant RV, EC, TR and JV;

(b) declare, adjudge and decree that defendants RV, EC, TR and JV have no right, title and interest in the following marks: VY and INVINCIBLE or any mark or domain name including the words VY and INVINCIBLE or any other variation of such name;

(c) issue preliminary and permanent injunctions restraining defendants and all persons acting in privity or in concert with them, from any acts of trademark infringement in violation of the Lanham Act or applicable state law, including, without limitation, injunctions that direct defendants to refrain from any advertisement, marketing or other use in interstate commerce, including as a domain name, any of the following marks: VY and INVINCIBLE, or any mark including the words "VY," "INVINCIBLE," or any variation of such name including "VINCE YOUNG" ;

(i) order cancellation and/or abandonment of Serial Nos. 78/786069, 78/786883; 78/786073, 78/786882

(ii) award plaintiffs damages as permitted by law, costs,

reasonable attorneys' fees, and;

(k) other and further relief as this Court may deem just and proper.

TMZ

L. Prayer

16. For these reasons, plaintiff asks for judgment against defendant for the following:

- a. Any damages permitted by law
- b. Reasonable attorney fees.
- c. Costs of court.
- d. All other relief the court deems appropriate.

Respectfully submitted,

**Delphine
James**

Digitally signed by Delphine James
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