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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91228868
Party	Defendant Fred Woodard
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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

DEVIL'S DISCIPLES MC,

Opposer,

v.

FRED WOODARD,

Applicant.

Opposition No. 91228868



Mark:

Serial No.: 86/839,103

**DECLARATION OF FRED WOODARD  
IN SUPPORT OF APPLICANT**


I, Fred Woodard, declare:

1. I am the owner of Application Serial No. 86/839,103, the subject of the instant Opposition (the "Application").
2. I make this declaration as my trial testimony.
3. I have personal knowledge of the facts set forth herein.
4. I have been a member of the Devil's Disciples Motorcycle Club (the "Club") since 1971.
5. I served as Club President from 2005 to 2010.
6. I am the oldest living active member the Club who has maintained a continuous active membership.
7. Because of my longstanding active Club membership, I am considered a Charter Member.

8. My Charter Member status confers me certain privileges and a great deal of authority. The Club members consider me the patriarch of the Club.

9. Because of my Charter Member status, I may attend meetings at any Club charter.

10. I have consistently attended Club meetings throughout my membership, except during the time when my membership was suspended from 1975 through 1991 while I was incarcerated.

11. The Club has granted me the authority to control the awarding and distribution of Club membership patches bearing the  mark that is the subject of the Application (“Applicant’s Mark”) to individuals who meet all Club membership requirements and are deemed qualified to become members of and represent the Club (individually and collectively, the “Membership Patch”).

12. The Club has granted me the authority to revoke the Membership Patch from individuals who are no longer fit for Club membership.

13. Because the Club has granted me control over the awarding, distribution, and revocation of the Membership Patch, the Club has determined that I should be deemed the applicant for purposes of registration of Club trademarks, including Applicant’s Mark.

14. In or around 2005, Joe Chase joined the Club.

15. In or around 2008, Mr. Chase’s membership in the Club was revoked when he was kicked out of the Club for violating the Club Bylaws.

16. Per the Club Bylaws, Mr. Chase was required to return his Membership Patch upon revocation of his membership. Specifically, the Club Bylaws prescribe, “Member if leaving the club, needs to return all club property.” The Membership Patch is considered

Club property, not the property of the individual member. Attached hereto as Exhibit A is a true and correct copy of the Club Bylaws.

17. Mr. Chase did not return his Membership Patch to the Club.

18. After being kicked out of the Club, Mr. Chase went into hiding. While in hiding, Mr. Chase began duplicating the Membership Patch without authorization from the myself or the Club.

19. Mr. Chase began establishing an unauthorized Devil's Disciples Motorcycle Club (the "DDMC"), using the unauthorized duplicated Membership Patch.

20. To build membership in the DDMC, Mr. Chase recruited ex-members of the Club whose memberships had been revoked, and awarded them the unauthorized duplicated Membership Patch. Among the ex-members who joined the DDMC were Bobby Lee and John Wesley Johnson.

21. Mr. Johnson was an original member of the Club. In the early 1980s, however, Mr. Johnson left the Club and moved to Alaska. Mr. Johnson severed all ties with the Club while in Alaska. Mr. Johnson did not return to New Hampshire until in or around 2001.

22. Upon his return, Mr. Johnson joined the DDMC. Mr. Chase awarded Mr. Johnson the unauthorized duplicated Membership Patch.

23. The DDMC's and Mr. Chase's unauthorized duplication and use of the Membership Patch has led to significant confusion about which motorcycle club is the legitimate Devil's Disciples Motorcycle Club.

24. On behalf of the Club, I have taken several steps to stop the unauthorized use of Applicant's Mark. For example, on April 18, 2014 and December 4, 2015, I sent demand letters to the Malden, Massachusetts-based screen-printing and embroidery

company Supersport USA on behalf of the Club via Saunders & Silverstein LLP. It had come to the Club's attention that Supersport USA was printing unauthorized duplicates of the Membership Patch for individuals who were not Club members. The letter dated April 18, 2014 demanded that Supersport USA only print the Membership Patch upon the request of myself or other Club members who were expressly authorized to place those orders. Because Supersport USA continued to print orders for non-Club members, the letter dated December 4, 2015 demanded that Supersport USA entirely cease printing the Membership Patch. Attached hereto as Exhibits B and C are true and correct copies of the letters to Supersport USA.

25. On December 4, 2015, I sent a demand letter Charles Tringale and Mr. Johnson on behalf of the Club via Saunders & Silverstein LLP, demanding that they stop using Applicant's Mark in any way, including printing unauthorized duplicates of the Membership Patch. A true and correct copy of the letter to Mr. Tringale and Mr. Johnson is attached hereto as Exhibit D.

26. The Club and I wanted to stop the unauthorized use of Applicant's Mark and duplication of the Membership Patch because we were concerned about the negative effect the DDMC and the unauthorized Membership Patch were having on the Club's reputation. We were afraid that such unauthorized use would cause individuals and other motorcycle clubs to question the Club's status as the original and legitimate Devil's Disciples Motorcycle Club. Similarly, we were afraid that that individuals and other motorcycle clubs would think that the DDMC was the legitimate Devil's Disciples Motorcycle Club, when that is not the case.

27. To further establish control over Applicant's Mark, the Club and I decided to apply to register Applicant's Mark with the United States Patent and Trademark Office.

Because we had not yet been able to establish the Club as a legally organized entity, and because I have the authority to control the Membership Patch bearing Applicant's Mark, the Club decided that I would be named as the Applicant.

28. The DDMC and other splinter groups calling themselves "Devil's Disciples Motorcycle Club" and using Applicant's Mark without authorization are harming the Club's reputation and causing confusion as to which is the original, legitimate club. That is why we filed the Application.

The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or submission or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

This, the 29th day of September 2017.

/Fred Woodard/  
Name: Fred Woodard  
Applicant

## **Exhibit A**

## **DDMC BYLAWS**

- \* MUST BE 21 YEARS OLD**
- \* MUST HAVE AMERICAN MADE 1000CC MINIMUM MOTORCYCLE**
- \*THE BIG FIVE OR THE MUCKO - BOSTON JOE RULES \* IF DEFINATIVE PROOF -**
  - 1- A MEMBER RATS ON ANOTHER BROTHER OR THE CLUB . AUTOMATIC EJECTION !**
  - 2- A MEMBER STEALS FROM ANOTHER BROTHER OR THE CLUB . AUTOMATIC EJECTION !**
  - 3- A MEMBER SCREWS AROUND WITH OR ATTEMPTS TO SCREW AROUND WITH ANOTHER MEMBERS OL LADY . AUTOMATIC EJECTION !**
  - 4- A MEMBER CONSPIRES AGAINST ANOTHER MEMBER OR THE CLUB . AUTOMATIC EJECTION !**
  - 5- NO OXY - NO HEROIN - NO CRACK - NO METH - AUTOMATIC EJECTION**
- \*NO LYING TO ANOTHER MEMBER OR THE CLUB**
- \* MEMBERS ARE EXPECTED TO ATTEND ALL MEETINGS - IF A MEMBER MISSES 3 CONSECUTIVE MEETINGS IT'S LOSS OF PATCH FOR 30 DAYS . 1-2 MEETINGS MISSED WITHOUT BEING EXCUSED IS FINE .**
- \*IF AN EMERGENCY - EVERY BROTHER OF THE CLUB NEEDS TO MAKE EVERY EFFORT TO MAKE THEMSELVES AVAILABLE .**
- \*IF A MEMBER , PROSPECT , HANG AROUND HAS CHANGE OF CIRCUMSTANCE THEY NEED TO NOTIFY CLUB IMMEDIATELY . EXAMPLES - TROUBLE LAW - CHANGE OF LIVING - OUT OF TOWN - NO PHONE**
- \*FUNERALS ARE MANDATORY - UNLESS EXCUSED BY PRESIDENT**
- \*MUST BE SOBER AT MEETINGS & NO OL LADIES / CIVILIANS WELCOME AT MEETINGS**
- \*NO CHARITY RUNS AS A CLUB**
- \*CLUB TATTOOS ALLOWED AFTER 5 YEARS**
- \*RETIREMENT 5YEARS AND MAJORITY VOTE**
- \*NO MOTORCYCLE - NO PATCH - EXCEPTION EXAMPLES - BEING ACCIDENT / BETWEEN BIKES FOR PURCHASE/ THEFT - TIME ALLOWED TBD BY PRESIDENT OR THAT CHAPTER . MEMBER NEEDS TO BE WORKING TOWARDS SECURING NEW MOTORCYCLE .**
- \*MOTORCYCLES NEED TO BE SECURED AND LEGAL BY THE 1ST WEEKEND OF MAY AT THE LATEST. HOWEVER EVERY ATTEMPT SHOULD BE MADE FOR 1 MONTH PRIOR ( 1ST WEEKEND OF APRIL )**
- \*ELECTION MEETINGS ON OR ABOUT 3-1 OF EVERY YEAR**



- \*UNANIMOUS VOTE NEEDED TO IMPEACH AN OFFICER OR DISMISS A MEMBER ( EXCEPTION THE BIG FIVE )
- \*NO PUBLIC FIGHTING AMONG PATCH HOLDERS AS GENERAL RULE - EXCEPTION AS DISCIPLINE TOOL
- \*IF RELEASED FROM PRISON A MEMBER CAN HAVE A 6 MONTH LEAVE IF NEEDED
- \*IF BROUGHT UP ON FORMAL CHARGES BY ANOTHER MEMBER , YOU HAVE THE RIGHT TO A THREE MEMBER TRIAL . THE ACCUSED WILL BE ABLE TO PICK 3 MEMBERS AS THEIR JURY . WHAT THE JURY DECIDES IS STANDING ORDER . PRESIDENTS , SGT'S , ENFORCERS CAN MANDATE PUNISHMENTS INFORMALLY AND THE ACCUSED CAN APPEAL TO A JURY IF IN DISAGREEMENT . AT THAT TIME FORMAL CHARGES WILL BE BROUGHT . HOWEVER IF THERE IS DEFINITIVE PROOF OF THE ACCUSED BREAKING ONE OF THE BIG FIVE RULES - IT IS AUTOMATIC EJECTION ON THE ORDER OF THE PRESIDENT .
- \*A COPY OF AT LEAST ONE SET OF BYLAWS NEEDS TO BE PRESENT AT EVERY MEETING AND IF A CLUBHOUSE IN USE , A COPY WILL NEED TO BE SAFEKEPT ONSITE .
- \*NO MEMBER CAN MESS WITH ANOTHER MEMBERS PATCHES EXCEPT FOR THE ECASPS .
- \*ALL PATCHES ARE TO BE SEWN ON EXCEPT ECASPS
- \*NO HARD DRUG USE OR DEALING OF HARD DRUGS AROUND THE CLUB, MEMBERS , OR CLUB FUNTIONS . WHAT A BROTHER DOES IN HIS PERSONAL LIFE IS HIS BUSINESS UNLESS HIS ACTIONS IN HIS PERSONAL LIFE EFFECT HIS RESPONSIBILITIES TO THE CLUB OR JEOPARDIZE THE SAFTEY / WELL BEING OF THE CLUB AND ALL ITS MEMBERS !
- \*RESPECT YOUR BROTHERS HOME, MOTORCYCLE , WORK , AND WOMEN .
- \*NO WEAPONS BETWEEN BROTHERS
- \*CLUB PROPERTY NEVER EVER TOUCHES THE GROUND AND SHOULD NEVER BE LOST OR TAKEN . NOBODY CAN WEAR YOUR CLUB PROPERTY EXCEPT ANOTHER MEMBER AND ONLY IF YOU GIVE THEM PERMISSION TO DO SO.
- \*CHAPTERS IN MOST CASES WILL HANDLE PUNISHMENT THEMSELVES - EXCEPTIONS ARE IF A CHAPTER IS ROGUE AND THAT CHAPTERS MEMBER AND OR MEMBERS ARE NOT FOLLOWING THE BYLAWS CONSTITUTED FOR ALL MEMBERS . A CHAPTER CAN ALSO ASK FOR ASSISTANCE FROM ANOTHER CHAPTER TO MAKE SURE BYLAWS ARE BEING FOLLOWED CORRECTLY .
- \*FULL CHAPTERS VOTE FOR AND ON THEIR OWN HANG AROUNDS , PROSPECTS , MEMBERS STATUS . HANG AROUNDS ARE MAJORITY VOTE OR PRESIDENT CAN APPOINT - PROSPECTS ARE UNANIMOUS - FULL PATCH IS UNANIMOUS - RETIREMENT IS MAJORITY - SOMEONE WANTS TO LEAVE THE CLUB ON THERE OWN IS MAJORITY - A BAD IS UNANIMOUS . TO EJECT AN OFFICER OR MEMBER IS UNANIMOUS . ALL OTHER CLUB BUSINESS IS MAJORITY UNLESS A SPECIAL CIRCUMSTANCE PRESENTS ITSELF OR OUTLINED DIFFERENTLY IN BYLAW LINE ITEMS ABOVE AND BELOW .

- \*IF SOMEONE IS ON BAD - ALL PERSONAL INTERACTION WITH THAT INDIVIDUAL CEASES . UNLESS DIRECTED OTHERWISE FOR CLOSURE OF LOOSE ENDS
- \* MASSACHUSETTS IS WHERE THE CLUB WAS FORMED , SO WILL BE RECKONIZED AS THE MOTHER CHAPTER . IF MULTIPLE MASSACHUSETTS CHAPTERS THE OLDEST WILL BE SEEN AS THE MOTHER CHAPTER . ALL CHAPTERS WILL BE GIVEN A HIGH LEVEL OF AUTONOMY BUT ANSWER TO MOTHER CHAPTER .
- \*PRESIDENT CAN GIVE PERMISSION FOR PROSPECTIVE CHAPTER BUT CLUB VOTES UNANIMOUS IF AND WHEN A FULL CHAPTER .
- \* NO MEMBER , PROSPECT , HANG AROUND TALKS CLUB BUSINESS OUTSIDE OF CLUB - UNLESS DIRECTED TO DO SO .
- \*ALL MEMBERS , PROSPECTS , HANGAROUNDS ARE RESPONSIBLE FOR ANY CIVILIANS / FAMILY MEMBERS/ FRIENDS- THEY BRING IN OR AROUND THE CLUB.
- \*MEMBER IF LEAVING THE CLUB , NEEDS TO RETURN ALL CLUB PROPERTY / INCLUDING BYLAWS AND PAY ANY AND ALL DEBTS IMMEDIATELY ! AN AGREEMENT CONTRACT WILL NEED TO BE SIGNED BY ALL PROSPECTS AND A MEMBER AS A WITNESS EARLY ON AND SAFEGUARDED BY THE CLUB .
- \*IF A MEMBER WANTS TO QUIT HE WILL BE REQUIRED TO COME TO A MEETING AND MAKE HIS INTENTIONS KNOWN . IF A MEMBER SAYS HE QUILTS PRIOR TO A MEETING HE IS OUT AND STILL SHOULD COME INTO A MEETING TO EXPLAIN HIMSELF AND TURN CLUB PROPERTY IN PROPERLY . THE SAME IF HE LEAVES AND WANTS BACK IN . HE WILL NEED TO COME INTO A MEETING TO EXPLAIN HIMSELF AND MAKE INTENTIONS KNOWN .
- \*RETIRED MEMBERS WILL BE ISSUED A RETIRED PATCH THAT WILL BE SEWN ON AND WORN ON THE FRONT OF THEIR CUT . THE CLUB WILL OVERSEE THE RETIRED PATCH IS SEWN ON AND MAY REQUIRE TEMPORARILY COLLECTING RETIRED MEMBERS CUT IN ORDER TO TO SEE PATCH THROUGH . RETIRED MEMBER CAN KEEP FOR KEEPSAKE ALL CLUB SHIRTS / HATS ETC BUT CAN NOT WEAR SAID PROPERTY AGAIN .
- \*RETIRED MEMBERS HAVE NO VOTING RIGHTS BUT SHOULD BE SHOWN RESPECT AS PATRIARCHS OF THE CLUB HAVING DONE THEIR SERVICE .
- \*BYLAW CHANGES , ADDITIONS , SUBTRACTIONS ARE TO BE UNANIMOUS VOTE.
- \*EACH CHAPTER TO KEEP MEETING MINUTES
- \*EACH CHAPTER AND OR PROSPECTIVE CHAPTER NEEDS TO MEET A MINIMUM 1X PER MONTH . HOWEVER EACH CHAPTER CAN MEET MORE IF THAT CHAPTER OR PRESIDENT DECIDES .
- \*DDMC AS A WHOLE MEETINGS ARE A MINIMUM 1X EVERY 3 MONTHS . HOWEVER CAN BE CALLED MORE REGULAR IF PRESIDENT OF MOTHER CHAPTER DECIDES IT IS WARRANTED OR UPON EMERGENCY REQUEST FROM OTHER CHAPTERS/MEMBERSHIP .

\* UNDER CERTAIN CIRCUMSTANCES A PRESIDENT CAN GRANT A LEAVE OF ABSENCE FOR A SPECIFIED TIME FOR HEALTH , PERSONAL , FINANCIAL REASONS BUT MEMBER WILL NEED TO PROVE WITHOUT A DOUBT THESE HARDSHIPS .

\* DURING ELECTIONS . MEMBERS CAN MAKE THEIR ATTENTIONS KNOWN FOR A OPEN OR OCCUPIED POSITION . AS WELL AS EXISTING OFFICERS CAN ASK OUT OF THEIR POSITION . IF NO CHALLENGE FOR A POSITION AND THAT CURRENT OFFICER WISHES TO STAY IN THEIR ACTIVE ROLE THEN NO VOTE . PRESIDENT HAS THE OPTION TO APPOINT VACANT POSITIONS OR HOLD SEPARATE IN SEASON ELECTIONS FOR A VACATED POSITION . EACH CHAPTER HOLDS THEIR OWN ELECTIONS . NOTE ELECTIONS AND STRUCTURING WOULD NEED TO BE ALTERED IF REGIONALIZED .

\*PAY YOUR DEBTS TO BROTHERS AND CLUB

\* IN CERTAIN CIRCUMSTANCES EXCEPTIONS CAN BE MADE IF A BROTHER HAS CONFLICT DO TO WORK , FAMILY , HEALTH AND CAN'T PERFORM A TASK , ORDER , OR ATTEND A CLUB FUNCTION / MEETING BUT THOSE EXCEPTIONS WILL NEED TO BE EXCUSED AND AT THE PRESIDENTS AND IN SOME INSTANCES OFFICERS / FATHERS / CLUB AS A WHOLE DISCRETION . IT IS IN EVERY MEMBERS BEST INTEREST TO DO EVERYTHING IN THEIR POWER TO BE PRESENT AND OR FOLLOW DIRECTIVE WHEN DIRECTED TO DO SO . IF A MEMBER , PROSPECT , HANG AROUND IS FOUND TO BE TAKING ADVANTAGE OF THE CLUB IT COULD BE DEEMED A CHARGABLE OFFENSE .

\*EVERY FULL PATCH MEMBER HAS VOTING PRIVILEGE

\*PROSPECTS WILL BE APPOINTED A FATHER . PRESIDENTS CAN NOT BE FATHERS . FATHERS ARE FULLY RESPONSIBLE TO SCHOOL THEIR SONS IN CLUB ETIQUETTE / RULES AND FOR THEIR SONS ACTIONS .

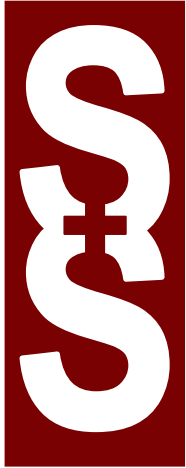
\* EVERYONE SHOULD BE STRIVING TO MAKE THEMSELVES FINANCIALLY STABLE AS POSSIBLE . NO DEAD BEATS ! EVERYONE SHOULD BE ABLE TO EARN IN WAY OR ANOTHER

\*FOLLOW BYLAWS AND CHAIN OF COMMAND

\*THE ORIGINAL SMILEY WITH SWASTIKA HAS BEEN CHANGED TO 44 AND ALL NEW MEMBERS COMING INTO THE CLUB WILL BE ISSUED THE 44 SMILEY . EXISTING MEMBERS HAVE THE OPTION OF CHANGING OUT THE ORIGINAL FOR THE 44 BUT WILL NOT BE REQUIRED TO DO SO .

\*SUB RULES CAN BE FOUND IN MEETING MINUTES AS WELL AS OFFICER / PROSPECT / HANGAROUND HANDBOOKS .

## **Exhibit B**



Intellectual  
Property  
Attorneys

## SAUNDERS + SILVERSTEIN LLP

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**MATTHEW SAUNDERS**

p.978.463.9101  
f. 978.463.9109  
msaunders@massiplaw.com

14 Cedar Street, Suite 224  
Amesbury, MA  
01913

April 18, 2014

Via First Class Mail

Supersport USA  
910 Eastern Ave.  
Malden, MA 02148

Re: Devil's Disciples

Dear Sir,

This firm is intellectual property counsel to Joseph D'Angelo and Fred Woodard, who together operate the Devil's Disciples motorcycle club (the "Club"). The Club has been in existence since the 1960's, and has very strong, longstanding rights in its DEVIL'S DISCIPLES trademark and all related trademarks and copyrighted images (the "Club Properties").

It has come to the club's attention that Supersport USA has been fulfilling orders for graphic apparel products, such as jackets, which bear the Club Properties. These orders are being placed by individuals who hold themselves out to be Club members, but who are in fact not members and have no authority to produce or wear apparel bearing the Club Properties.

We write to you to demand that you no longer fulfill any order for products bearing the Club Properties unless those orders are placed by Mr. D'Angelo, Mr. Woodard, or other individuals whom you can confirm are Club members and authorized to place those orders. In the event you receive an order for products bearing the Club Properties from anyone other than Mr. D'Angelo or Mr. Woodard, you should not accept the order unless and until you confirm with Mr. D'Angelo or Mr. Woodard that the individual is authorized to place the order.

Mr. D'Angelo and Mr. Woodard are pleased with Supersport USA's services, and intend to continue to do business with Supersport USA. However, they must protect the Club's interests, including its trademark and copyright rights. We are certain you understand the Club's concerns, and we appreciate your cooperation.

Please contact us with any questions.

Best regards,

A handwritten signature in black ink, consisting of stylized initials 'MS' followed by a long horizontal flourish.

Matthew Saunders  
Saunders & Silverstein LLP

## **Exhibit C**



SAUNDERS  
SILVERSTEIN

December 4, 2015

Via First Class Mail

Supersport USA  
910 Eastern Ave.  
Malden, MA 02148

Re: Devil's Disciples / Copyright and Trademark Infringement

Dear Sir,

This firm is intellectual property counsel to the Devil's Disciples motorcycle club (the "Club") and its owner and operator, Fred Woodard. As you are well aware, the Club has been in existence since the 1960's and has very strong, longstanding rights in its DEVIL'S DESCIPLES trademark and all related trademarks.

In particular, the Club owns strong common law trademark rights in the DEVIL'S DESCIPLES word mark and the Club's skeleton logo (the "Club Trademarks"), with which you are very familiar. In addition, the Club owns the copyright in the skeleton logo and all other graphical elements displayed on Club jackets and other products (the "Club Properties"). Applications for registration of the copyrights in the Club Properties are pending with the United States Copyright Office.

In April of 2014, we sent you a letter demanding that you cease fulfilling order for products bearing the Club Properties unless those orders are placed by Mr. Woodard or other expressly authorized Club members. It has now been brought to our attention that you have not complied with this demand, and that you continue to fulfill orders placed by non-Club members and others who are not authorized to place such orders.

Your actions in manufacturing, selling, and distributing products under the Club Trademarks and bearing the Club Properties without the Club's authorization are in violation of the Club's trademark and copyright rights. This infringing activity subjects you to liability under United States trademark and copyright law, state unfair competition and deceptive business practices acts, and common law, and entitles the Club to injunctive relief and monetary damages.

Accordingly, the Club and Mr. Woodard hereby demand that Supersport USA and any individuals related to or working with your company:

(1) Immediately cease the manufacture, promotion, distribution, and sale of all products bearing any Club Properties or Club Trademarks;

(2) Provide us with a complete and comprehensive accounting of all retail and wholesale transactions relating to the manufacture, distribution, and sale of products bearing the Club Properties and/or any Club Trademarks or any similar mark, including the number of units produced, the number of units sold, the unit sales price, and the identity of the individuals or companies who placed the order for those products;

(3) Immediately turn over to Mr. Woodard or his authorized representative any and all printed and electronic materials used to fulfill orders for products bearing the Club Properties or Club Trademarks, including but not limited to printer's proofs; and

(4) Promptly provide us with written confirmation that you will comply with these demands.

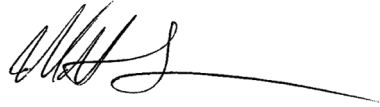
We will expect to hear from you in writing by no later than Monday, December 14, 2015 informing us the steps you are taking to comply with the foregoing demands. If you do not



respond, the Club will take all action necessary to protect and enforce its trademark and copyright rights to the fullest extent of the law, without further notice to you.

This letter is without prejudice to any of our client's rights, and we reserve the right to any and all remedies to which our client may be entitled at law or equity.

Sincerely,

A handwritten signature in black ink, appearing to read 'MS', followed by a long horizontal line extending to the right.

Matthew Saunders  
Saunders & Silverstein LLP

## **Exhibit D**



SAUNDERS  
SILVERSTEIN

December 4, 2015

Via UPS

Charles Tringale  
268 Park Street  
Medford, MA 02155

John Wesley Johnson  
13 Kimball Street  
Malden, MA 02148

Re: Devil's Disciples / Copyright and Trademark Infringement

Dear Mr. Tringale and Mr. Johnson,

This firm is intellectual property counsel to the Devil's Disciples motorcycle club (the "Club") and its owner and operator, Fred Woodard. We understand you are both former members of the Club. Consequently, you are well aware that the Club has been in existence since the 1960's and thus has very strong, longstanding rights in its DEVIL'S DISCIPLES trademark and all related trademarks.

In particular, the Club owns strong common law trademark rights in the DEVIL'S DISCIPLES word mark and the Club's skeleton logo (the "Club Trademarks"), with which you are very familiar. In addition, the Club owns the copyright in the skeleton logo and all other graphical elements displayed on Club jackets and other products (the "Club Properties"). Applications for registration of the copyrights in the Club Properties are pending with the United States Copyright Office.

It has been brought to our attention that you have applied to the United States Patent & Trademark Office to register three trademarks relating to the Club (the "Trademark Applications"), specifically:

- DEVIL'S DISCIPLES MC, Ser. No. 86809942, for "Clothing, namely, tshirts, long-sleeve tshirts, jackets, sweatshirts, hoodies, hats" in Class 25
- DDMC, Ser. No. 86809921, for "Clothing, namely, jackets, hoodies, hats, tshirts, long-sleeve tshirts" in Class 25
- SUPPORT 44, Ser. No. 86809935, for "Bumper stickers; Posters; Stickers" in Class 16, and "Clothing, namely, tshirts, long-sleeve tshirts, jackets, sweatshirts, hoodies, hats" in Class 25

You have filed each of these on the basis of Use In Commerce, and have submitted specimens purporting to show your use of the trademarks in connection with the identified products. We therefore presume you are manufacturing, selling, and distributing products bearing the Club Properties.

Your actions in manufacturing, selling, and distributing products under the Club Trademarks and bearing the Club Properties without the Club's authorization are in violation of the Club's trademark and copyright rights. This infringing activity subjects you to liability under United States trademark and copyright law, state unfair competition and deceptive business practices acts, and common law, and entitles the Club to injunctive relief and monetary damages.

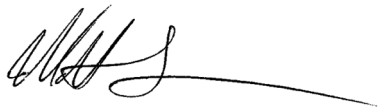
Accordingly, the Club and Mr. Woodard hereby demand that you and any entities or individuals related to or working with you:

- (1) Immediately cease the manufacture, promotion, distribution, and sale of all products bearing any Club Properties;
- (2) Immediately cease the manufacture, promotion, distribution, and sale of all products under the Club Trademarks, including DEVIL'S DISCIPLES, DDMC, SUPPORT 44, the skeleton logo, and any other trademark(s) confusingly similar to the Club's trademarks;
- (3) Provide us with a complete and comprehensive accounting of all retail and wholesale transactions relating to the manufacture, distribution, and sale of products bearing the Club Properties and/or under any Club Trademarks or any similar mark, including the number of units produced, the number of units sold, the unit sales price, and the number of units remaining in inventory;
- (4) Voluntarily withdraw U.S. Application Ser. Nos. 86809942, 86809921, and 86809935 within ten (10) days from the date of this letter; and
- (5) Promptly provide us with written confirmation that you will comply with these demands.

We will expect to hear from you in writing by no later than Monday, December 14, 2015 informing us the steps you are taking to comply with the foregoing demands. If you do not respond, the Club will take all action necessary to protect and enforce its trademark and copyright rights to the fullest extent of the law, without further notice to you.

This letter is without prejudice to any of our client's rights, and we reserve the right to any and all remedies to which our client may be entitled at law or equity.

Sincerely,

A handwritten signature in black ink, appearing to read 'MS', followed by a long horizontal line extending to the right.

Matthew Saunders