

IN THE UNITED STATES DISTRICT COURT FOR
THE WESTERN DISTRICT OF OKLAHOMA

AMATEUR SOFTBALL ASSOCIATION OF)
AMERICA, INC., and RAWLINGS SPORTING)
GOODS COMPANY, INC. d/b/a MIKEN)
COMPOSITES, L.L.C. and WORTH L.L.C.,)

Plaintiffs,)

vs.)

MICHAEL ROGERS and TROY)
WATERMAN,)

Defendants.)

No. CIV-06-276-W

FILED

OCT 4 2006

ROBERT D. DENNIS, CLERK
U.S. DIST. COURT, WESTERN DIST. OF OKLA.
BY BS DEPUTY

JUDGMENT

Pursuant to the Court's Orders issued on July 17, 2006, August 3, 2006, and October 4, 2006, and its findings that defendants Michael Rogers and Troy Waterman are liable under Sections 32 and 43(a) of the Lanham Act, 15 U.S.C. §§ 1114, 1125(a), and Oklahoma statutory and common law, the Court ORDERS that judgment should be and is hereby entered in favor of plaintiffs Amateur Softball Association of America, Inc. ("ASA"), and Rawlings Sporting Goods Company, Inc. d/b/a Miken Composites, L.L.C. and Worth L.L.C. ("Rawlings"), and against Rogers and Waterman.

The Court further ORDERS pursuant to title 15, section 1116 of the United States Code that the defendants and their divisions, subsidiaries, officers, agents, servants, employees, successors, assigns and attorneys, if any, and all those persons in active concert or participation with them,

(1) are hereby ENJOINED

(a) from altering or counterfeiting in any manner any softball bat containing any ASA mark and/or Rawlings mark;

(b) from affixing, displaying, advertising, or otherwise using in any manner whatsoever any ASA mark or Rawlings mark in any form or style without prior authorization from the respective mark owner or owners;

(c) from purchasing, distributing, selling and/or offering for sale, any altered softball bat containing any ASA mark and/or any Rawlings mark; and

(d) from using any ASA mark and/or Rawlings mark or trademark confusingly similar therewith, or any corresponding trade dress or trade dress confusingly similar therewith, with the exception of the sale and/or offering for sale of genuine softball bats; and

(2) are likewise DIRECTED

(a) to retrieve and surrender to the plaintiffs for destruction all goods and materials of whatever nature that constitute infringement and/or dilution;

(b) to provide to the plaintiffs the names and addresses of all bat doctor customers as well as all suppliers of goods and/or services who enabled the defendants to perform the acts giving rise to this lawsuit; and

(c) to provide to the plaintiffs the names and addresses of any person or entity who is supplying or has supplied the defendants with any decals that bear any of the plaintiffs' trademarks.

The Court further ORDERS that the plaintiffs are entitled to recover from each defendant the sum of \$100,000.00.

The Court further FINDS that the plaintiffs as the prevailing parties in this action are entitled to an award of reasonable attorney's fees and costs in the total amount of \$12,668.57, to be recovered from the defendants, jointly and severally.

DATED at Oklahoma City, Oklahoma, this 4th day of October, 2006.


LEE R. WEST
UNITED STATES DISTRICT JUDGE