

AO 120 (Rev. 08/10)

TO: <b>Mail Stop 8</b> <b>Director of the U.S. Patent and Trademark Office</b> <b>P.O. Box 1450</b> <b>Alexandria, VA 22313-1450</b>	<b>REPORT ON THE                  FILING OR DETERMINATION OF AN                  ACTION REGARDING A PATENT OR                  TRADEMARK</b>
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In Compliance with 35 U.S.C. § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been filed in the U.S. District Court Eastern District of New York -- BROOKLYN on the following

Trademarks or  Patents. (  the patent action involves 35 U.S.C. § 292.):

DOCKET NO. 15-CV-1399	DATE FILED 3/18/2015	U.S. DISTRICT COURT Eastern District of New York -- BROOKLYN
PLAINTIFF Riley et al	DEFENDANT Hannibal et al	
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1 See Order.		
2		
3		
4		
5		

In the above—entitled case, the following patent(s)/ trademark(s) have been included:

DATE INCLUDED	INCLUDED BY	
	<input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading	
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1		
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In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT
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CLERK Douglas C. Palmer	(BY) DEPUTY CLERK L. Hong	DATE 3/30/2015
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Copy 1—Upon initiation of action, mail this copy to Director    Copy 3—Upon termination of action, mail this copy to Director  
 Copy 2—Upon filing document adding patent(s), mail this copy to Director    Copy 4—Case file copy

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

EDWARD T. RILEY, SR. and  
BLACKSTREET ENTERTAINMENT,  
INC.(BLACKSTREET),

Plaintiffs,

vs

Civil Action No.

**MEMORANDUM OF LAW  
IN SUPPORT OF ORDER  
TO SHOW CAUSE FOR  
PRELIMINARY INJUNCTION  
AND TEMPORARY  
RESTRAINING ORDER**

CHAUNCEY HANNIBAL, in his  
individual and representative capacity,  
DOE CORPORATION, 1-10,  
JOHN and JANE DOE, 1-15,

Defendants.

Lowell Sidney, Esq., an attorney duly admitted to practice law before the Courts of the State of New York, affirms the following statements are true under penalties of perjury:

I am counsel for Plaintiffs in the above entitled action, and respectfully move this Court to issue an order enjoining defendant Chauncey Hannibal ("Hannibal") from using the Trademark "Blackstreet" or otherwise holding himself out as the owner of Blackstreet until a final disposition of the merits of the above entitled action or in the alternative enjoin defendant from any further interference with Plaintiff's ability to use the mark that he has first use priority.

I am proceeding by Order to Show Cause rather than by notice of motion because my client has been unable to contract with any vendor or perform any services under the Blackstreet name while Hannibal holds himself out as the owner of the Trademark without undue interference from defendant and his representatives. The inability to enter into contracts has and

will continue to cause Plaintiff harm. Specifically, Plaintiff is seeking to contract to perform services on the Tom Joyner cruise, but will be unable to so long as Hannibal holds himself out as the owner of Blackstreet as defendant's representatives at CEG has sent a "cease and desist" letter to the Tom Joyner vendor.

I have made the following attempts to contact my opponent and inform them that I am seeking a temporary restraining order: I emailed a letter to Michael Schweiger of Central Entertainment Group ("CEG") on March 17, 2015 that I would be appearing on March 18, 2015 on this Order to Show Cause. Annexed hereto as **Exhibit "A"** is a copy of the letter and email message. Mr. Schweiger has previously held himself out as Hannibal's representative and he is our only contact relating to this matter. We are unaware whether Hannibal has counsel.

In addition, I also emailed a courtesy letter to attorney Austin Padgett of Troutman Sanders in Atlanta, on March 17, 2015 that I would be appearing on March 18, 2015 on this Order to Show Cause (**See Exhibit "A"**). My clients and I understand Mr. Padgett is the attorney of record for Mr. Hannibal in the pending petition for cancellation of defendant Hannibal's registrations before the TTAB.

**FACTUAL ALLEGATIONS IN SUPPORT OF  
ORDER TO SHOW CAUSE**

Unless the preliminary injunction and temporary restraining order are issued, Plaintiff will suffer immediate and irreparable injury as demonstrated below.

The Complaint and Affidavit of Edward Riley, Sr. ("Riley") attached hereto (**Exhibits "B" and "C"** respectively) set forth the specific factual allegations made against Defendants and specifically Hannibal. As detailed below, Plaintiffs will adequately prove the four factor test necessary for the court to issue a preliminary injunction.

Riley is the creator and original owner of Blackstreet, an R & B music group that was created in or around 1992. Riley wrote and produced all of the music for the group. As a result of his efforts, Blackstreet entered contracts with record labels and performed at a variety of venues.

In 1992 Riley filed his application for the Trademark to Blackstreet under Trademark 2075927. Riley held the mark in good standing for many years.

In or around 2007 Riley hired Hannibal to assist him with the day to day affairs of his Company. Hannibal was responsible for many of the affairs of Riley's Company, including receipt of mail and completion of appropriate paperwork. Specifically, Hannibal was charged with the renewal of the Blackstreet Trademark.

Because of his position of trust and confidence, Riley believed that Hannibal would fulfill his obligation and at the very least, inform him that the renewal documentation from the USPTO for the Trademark had arrived in the mail. In fact, Hannibal assured Riley that same was completed.

Contrary to Hannibal's assertion, he failed to inform Riley that the Trademark renewal registration had arrived in the mail. Instead, Hannibal allowed the registration to be administratively cancelled and he then filed an application for registration of the same Trademark under his own name using the date that Riley filed his original application for the mark in December, 1992 as the purported first use in commerce, which was a false statement by defendant Hannibal.

Because Hannibal was employed by Riley, and because he was placed in a position of trust and confidence, Riley had no knowledge that the Trademark was not properly renewed and that Hannibal had improperly applied for the registration to convert same to his own use.

Soon after fraudulently applying for the Trademark, Hannibal began holding himself out as the owner of Blackstreet. Recently, Riley has been unable to do business using Blackstreet because of the lack of ownership of the Trademark without the continued interference from Hannibal and his representatives. In fact, the issue was highlighted on a recent "Jimmy Kimmel Live", in which Hannibal alleged that Riley had no rights to Blackstreet.

Moreover, the fraudulent taking of the Trademark by Hannibal has affected Riley's ability to enter into contracts and perform services as Blackstreet. Riley is desirous of entering into a contract with the Tom Joyner Cruise to perform services, but the vendor has advised Riley that they cannot retain him if Hannibal continues to hold himself out to be the owner of the Blackstreet Trademark. Additionally, Hannibal's representative, CEG, has recently sent Tom Joyner's representatives a cease and desist letter, stating that Riley cannot hold himself out or perform as "Blackstreet". Attached hereto as **Exhibit "D"** is said correspondence from CEG. Furthermore, attached hereto as **Exhibit "E"** is the documentation regarding the Trademark, which proves Riley as the rightful owner given that Riley has first use priority in the mark.

Based on the foregoing, Plaintiff will certainly be able to prove the four criteria necessary to obtain a preliminary injunction. First, if the injunction is not granted, Plaintiff will suffer serious and immediate harm. If Hannibal is permitted to "own" the Trademark and hold himself out to be the exclusive owner of Blackstreet, Riley cannot perform any service under this name. Essentially no vendor will do business with him. In addition to the massive loss of revenue, Riley will have no ability to promote the group or re-build the brand. By the time this litigation is resolved, the brand will essentially be dead. Unless Riley can perform services while the action is pending, there will be no viable entity once the case is resolved.

Second, the harm will not be taken care of adequately by winning the case at the end. As stated, if Riley is essentially barred from performing until the case is resolved, the brand dies. At the end of the case he will have no viable marketability and decades of potential revenue and acquired goodwill will be lost. The total value of said services are too speculative to award at trial, thus the remedy awarded will never be adequate.

Further, Plaintiffs do not reasonably believe that Hannibal has, or will have the assets to pay any significant award that may be issued. At present, damages are six figures and will grow significantly over time as Riley loses more and more opportunities. As indicated in the Complaint, Hannibal has already used Riley's funds to evade IRS audits and other required payments, and Riley believes that Hannibal has very little, if any, assets. Unless his situation radically changes, Riley believes that Hannibal will have no viable assets to attach to a judgment. Therefore any judgment that Riley is awarded will not be recovered from Hannibal. An injunction is the only way to ensure that Riley can at least salvage the Trademark and continue to make money while rebuilding the brand itself.

The facts prove that Riley will win the case. As demonstrated above and pursuant to Riley's affidavit, he was the original owner of the Trademark and was using the Trademark at all relevant times. It also is not in dispute that Hannibal was employed by Riley and was responsible for renewing the Trademark on Riley's behalf. Hannibal then allowed the Trademark to be administratively cancelled by the USPTO and he then applied to convert the mark under his own name. This is a fraud upon both the USPTO and Plaintiff Riley and is further in clear breach of Hannibal's fiduciary duty to Riley. There is no doubt that Riley will be able to prove that he is the rightful owner of the Trademark Blackstreet by way of first use priority as reflected in the official files and records of the USPTO.

Hannibal will likely argue that he will be harmed if he cannot use the Trademark. Since Riley is the rightful owner of the Trademark, we disagree. Nevertheless, Plaintiff is not seeking for the court to determine that Riley is the owner of the Trademark at this stage of the litigation, only that the Trademark is in dispute. This will free both parties to argue ownership, and should permit each to do business under the mark until the case is resolved. Each may suffer some harm in not being the legal owner of the Trademark, but the harm will be minimal. In contrast, if Hannibal, or for that matter Riley, is declared the owner of the Trademark now, the harm to the other will be severe. Riley is simply seeking to maintain a status quo that permits him to enter into contracts and properly use the mark, without any further interference from Hannibal and/or his representatives, until this case and/or the cancellation proceedings before the TTAB are resolved.

For the foregoing reasons, the court should grant the preliminary injunction.

**LEGAL ARGUMENT**  
**THE COURT HAS AUTHORITY TO GRANT THE INJUNCTION**

In the Second Circuit, to obtain a preliminary injunction a party must a) show irreparable harm and b) either, 1) a likelihood of success on the merits, or 2) sufficiently serious questions going to the merits to make them a fair ground for litigation and a balance of hardships tipping decidedly toward a party requesting preliminary relief, c) that the balance of hardships tips in favor of Plaintiff, d) that the public interest would not be disserved by issuance of an injunction.

*Krispy Kreme Doughnut Corp. v. Satellite Donuts, Inc.*, 725 F. Supp.2d 389 (S.D.N.Y. 2010).

District Courts within the Second Circuit have frequently granted preliminary injunctions when the parties have a dispute over a Trademark. Generally, Trademark cases involve the

alleged use of a party's "mark". It is rare that the case involved the alleged theft of a parties rightful Trademark.

In *Marks Organization, Inc. v. Joles*, 784 F.Supp.2d 322 (S.D.N.Y. 2011) the Plaintiff sought a preliminary injunction seeking to bar Defendant from using the name "Gordon Carpet". Plaintiff purchased Gordon Carpet from the prior owner and was using the name in conjunction with a new name for this store. The Defendant, a former general of Gordon Carpet, sought to open a new store under the Gordon Carpet name. The Plaintiff sought a preliminary injunction in an effort to bar the Defendant from using the name.

The court granted the injunction, holding that Plaintiff had met the standard under prevailing Second Circuit law. In holding for Plaintiff, the court determined that Plaintiff had a likelihood of success on the merits despite not holding a specific trademark for the name. Instead, the new owner purchased the goodwill from the old owner, which included the name. This was sufficient to prove ownership. In addition to determining the various Trademark infringements, the Court determined that the Defendant acted in bad faith, capitalizing on the confusion of the name Gordon Carpets.

Moreover, the Court determined that the Plaintiff had adequately proven irreparable harm, a balance of the hardships in favor of Defendant and that the public interest would not be affected if Defendants were unable to use the name. Thus, the Defendant was thus enjoined from using the name Gordon Carpets until such time as the litigation was complete.

Similarly, in *Krispy Kreme Doughnut Corp. v. Satellite Donuts, Inc.*, 725 F. Supp.2d 389 (S.D.N.Y. 2010) the Plaintiff sought to enjoin a franchisee from using its name or distributing its product. The court granted the injunction, holding that the franchisee's use of the trademark was unlawful and unlicensed, and therefore the franchisor had a substantial likelihood of success on



A

> From: <lowell@sidneylaw.com>  
 > Date: March 17, 2015 at 2:28:57 PM EDT  
 > To: "austin.padgett@routmansanders.com" <austin.padgett@routmansanders.com>, "michael@csqtalent.com" <michael@csqtalent.com>  
 > Subject: Urgent - Blackstreet

>  
 > Gentlemen:

>  
 > Please find attached the statutory notice required before I may file for injunctive relief against your client, Chauncey Hannibal. Should you have difficulty viewing it, please do not hesitate to contact me on my cell (917) 971-2413.

>  
 > Thanks.

>  
 > Lowell Sidney

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LOWELL J. SIDNEY  
Attorney at Law  
244 Fifth Avenue, Suite Q278  
New York, New York 10001

Phone: (917) 971-2413  
Email: [Lowell@Sidneylaw.com](mailto:Lowell@Sidneylaw.com)

March 16, 2015

VIA E-MAIL [austin.padgett@troutmansanders.com](mailto:austin.padgett@troutmansanders.com)  
and [michael@cegtalent.com](mailto:michael@cegtalent.com)

Troutman Sanders  
600 Peachtree Street, NE Suite 5200  
Atlanta, GA 30308  
Attn: Austin Padgett

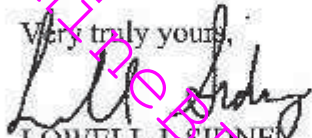
Central Entertainment Group  
251 W 39<sup>th</sup> Street, 7<sup>th</sup> Floor  
New York, New York 10018  
Attn: Michael Schweiger

Re: Edward Riley v. Chauncey Hannibal

Dear Sirs:

Please be advised that this office represents Edward Riley, Sr. regarding claims against your client, Chauncey Hannibal. We intend on filing a Complaint and Order to Show Cause seeking a Preliminary Injunction in the Eastern District of New York Federal Court. We will be appearing in the Clerk's office to file the Complaint at 9:30 a.m. on Wednesday, March 18, 2015. We will then go to the Motion Support Office to file the Order to Show Cause, at which time we anticipate being assigned a judge to examine the motion. Per Eastern District rules, we are required to provide notice to our adversary the day prior to filing. As you are Hannibal's known representatives, we are hereby placing you on notice.

Please call me if you have any questions.

Very truly yours,  
  
LOWELL J. SIDNEY

B

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

**EDWARD T. RILEY, SR. and  
BLACKSTREET ENTERTAINMENT,  
INC.(BLACKSTREET),**

**Plaintiffs,**

**Civil Action No.**

**vs**

**COMPLAINT**

**CHAUNCEY HANNIBAL, in his  
individual and representative capacity,  
DOE CORPORATION, 1-10,  
JOHN and JANE DOE, 1-15,**

**Defendants.**

Plaintiffs, Edward T. Riley, Sr. ("Riley"), and Blackstreet Entertainment, Inc. ("Blackstreet") (collectively "Plaintiffs"), by and through their attorney, Lowell J. Sidney, Esq., allege as follows:

**JURISDICTION AND VENUE:**

1. This Court has jurisdiction in this matter pursuant to 28 U.S.C.A. § 2201, 15 U.S.C.A. §1051, 15 U.S.C.A. §1116(a), 15 U.S.C.A. §1121 and this Court's pendant and ancillary jurisdiction to entertain state law based claims for relief that arise from the same fact situation set forth herein below.
2. Venue is proper in the Eastern District of New York pursuant to 28 U.S.C. §1391(b)(2).

**PARTIES:**

3. Plaintiff, Edward T. Riley a/k/a "Teddy Riley" is actively doing business in the State of New York

4. Plaintiff, Blackstreet Entertainment, Inc. is a corporate entity organized and existing under the laws of the Commonwealth of Virginia.

5. Defendant, Chauncey Hannibal a/k/a Chaunci Black ("Hannibal") is, upon information and belief, a resident of the State of Georgia.

6. Hannibal regularly performs business in the State of New York.

7. Defendants Doe Corporations 1-10 are sued fictitiously herein as Plaintiffs are not presently aware of their true names, addresses and city and states of their residence. Plaintiffs will supplement these pleadings with the true names after ascertainment during the discovery process if not before.

8. Defendants John and Jane Doe 1-10 are sued fictitiously herein as Plaintiffs are not presently aware of their true names, addresses, city and states of their residence. Plaintiff will supplement these pleadings with the true names after ascertainment of same during the discovery process if not before.

**COMMON NUCLEUS OF OPERATIVE FACT:**

9. Plaintiff Riley is the originator and creative genius behind the group Blackstreet which was started as an R&B male singing group that performed musical compositions that were primarily wrote, arranged and produced by Plaintiff Riley in 1991 and beyond.

10. These musical compositions were performed by the group with the first creative exploitation entitled "Baby Be Mine" which was included on the "CB4" Soundtrack and released on the first project of the group. This was followed by the group Blackstreet being picked up by a major recording label.

11. After release of the initial single that was included on the "CB4" Soundtrack, Plaintiff Riley was approached by John McClain who indicated a desire to sign the group to Interscope Records.

12. Plaintiff Riley then signed the group Blackstreet to his label which was "Little Man Records" and registered the trademark for Blackstreet, as well as forming the corporate entity for Blackstreet.

13. Plaintiff Riley and Interscope President & CEO, Jimmy Iovine, were then and continue now as the sole owners of all the master tapes and recordings of Blackstreet.

14. Defendant Hannibal has never been an owner of any Master recordings or intellectual property of Blackstreet at any time.

15. As a result of the deceptive and fraudulent trade practices of Hannibal, the trademark for Blackstreet untimely expired.

16. At all relevant times, Riley was the sole owner of all Blackstreet trademarks, copyrights and intellectual property consistent with paragraph 13 herein.

17. At certain relevant times, Hannibal was employed by Riley and Blackstreet.

18. At certain relevant times, Hannibal was in a position of trust and confidence for Riley and Blackstreet relating to his business affairs.

19. At certain relevant times, Defendant Hannibal was handling the day to day business aspects of Blackstreet while Plaintiff Riley was engaged with other artists and recording projects.

20. While Hannibal was serving in this capacity for Blackstreet and Riley, the renewal documents for the Blackstreet Trademark was sent to Riley at his place of business.

21. Defendant Hannibal, who had been hired by Riley to handle administrative matters on Plaintiffs' behalf, received these the renewal documents, but knowingly allowed Plaintiff Riley's initial registration of his trademark to expire.

22. Defendant Hannibal failed to inform Riley of the receipt of the renewal documentation.

23. The knowing failure of Hannibal to notify Plaintiff of receipt of the renewal documents precluded Riley from being able to file the required reports with the USPTO in a timely manner, resulting in the administrative cancellation of Plaintiff Riley's Trademark.

24. Defendant Hannibal then insidiously and surreptitiously filed his own Trademark registration in order to pilfer, steal and fraudulently convert assets and intellectual property rights belonging to the Plaintiff Riley to his own personal name and usage in violation of 15 U.S.C. 1115(b)(1),(3) and (6).

25. Defendant Hannibal told Plaintiff Riley that he was going to add him to the illegal and fraudulently filed trademark registration but never did so as evidenced by the second trademark registration filed by defendant Hannibal.

26. In an effort to cover up the illegal and fraudulent trademark registrations, defendant Hannibal then sought to have Plaintiff Riley enter a contract for Blackstreet.

27. Hannibal had no intention of adding Plaintiff Riley to the trademark registration that he had fraudulently procured. Instead, he only wanted to utilize the corporate entity to further justify the theft that had taken place in order to obtain rights to the copyright and intellectual property rights of the Plaintiff to convert to his own usage.

28. Plaintiff Riley continued to lend money and make payments to Hannibal (and on his behalf) in the amount of approximately ninety thousand dollars (\$90,000) relative to said actions. To date, said amounts remain outstanding, due and owing.

29. Hannibal was using the Virginia corporate entity to commingle funds and secret assets away from the purview of state child support authorities and tax officials from the IRS, which he was legally obligated for.

30. Hannibal's actions caused an egregious tax liability for the Virginia Corporate entity, the full extent of which will not be known until a complete certified audit and accounting has been performed of all financial records of the corporate entity that has been in the exclusive possession and control of defendant Hannibal.

31. In an effort to continue his cover up his illegal activities and commingling of funds with the corporate entity, defendant Hannibal and his co-conspirators allowed the Virginia Corporate entity, Plaintiff Blackstreet Entertainment, Inc. to expire by failing to file the required annual report and pay the fees associated therewith.

32. Plaintiff Riley then moved forward to reclaim the corporate entity, appointed new officers and had the corporate entity reinstated as reflected by the documents filed with Virginia Corporation authorities and officials.

33. As a result of Hannibal's actions, Riley and Blackstreet have been impermissibly impeded in their efforts to do business and in some instances, unable to do business, secure contracts and continue to operate.

**COUNT I**

**DECLARATORY JUDGMENT:**

34. Plaintiffs repeat, reallege and incorporate by reference paragraphs "1" through "33" as if fully set forth herein verbatim and further complains of the Defendants, each and all of them as follows.

35. This declaratory judgment action is brought for the purpose of determining a question of an actual controversy between the parties as more clearly delineated herein below in this complaint.

36. Riley applied to register the trademark for Blackstreet on 12/09/1992 and was issued Registration Number 2075927 many years prior to the application by defendant Hannibal.

37. As a result of defendant Hannibal's status as an "insider" of Plaintiff Riley's organization, said defendant was able to destroy the trademark renewal documents that the USPTO had sent through the United States Postal Service to the Plaintiff which was illegally intercepted by defendant Hannibal.

38. After the administrative cancellation of Plaintiff's trademark, defendant Hannibal then surreptitiously applied for his own registration and acquired Registration No 3877629 on or about, 11/16/2010 and Registration No 4140301 on or about 05/08/2012.

39. That it is clear that Plaintiff Riley had prior first use of the Blackstreet Trademark from his initial use in commerce back in 1992 which precludes the fraudulent acquisition of the trademark by defendant Hannibal.

40. It is further clear and without question, that the acquisition of the trademarks by defendant Hannibal were through inappropriate access to insider information as an employee of the Plaintiff, procured through theft, fraud and deceit upon both the Plaintiff and through his applications for registration with the USPTO.

41. That prior first use is a viable and appropriate basis for the declaration of judgment and cancellation of the fraudulently acquired trademarks relied upon herein by the defendants pursuant to 15 U.S.C.A. 1501 (D), et seq.



42. That the continued usage and reliance by defendants upon the fraudulently acquired trademarks the defendants are now impermissibly interfering with the contractual rights and obligations of the Plaintiffs in a number of instances, causing substantial confusion in the minds of the public and damaging the good name and reputation of the Plaintiffs herein such that a declaratory judgment on the issue of first use priority and cancellation of the trademarks relied upon by the defendants is an appropriate remedy sought by Plaintiffs in this matter pursuant to 28 U.S.C.A. § 2201, 15 U.S.C.A § 1501 (D), et seq. and 15 U.S.C. §1115(b)(1),(3).

**COUNT II.**

**ISSUANCE OF PRELIMINARY INJUNCTION:**

43. Plaintiffs repeat, reallege and incorporate by reference paragraphs "1" through "42" as if fully set forth herein verbatim and further complains of the Defendants, each and all of them as follows.

44. Plaintiffs seek injunctive relief in this matter pursuant to 15 U.S.C.A. 1116 and Fed R Civ. P 65 as delineated and set forth herein below.

45. Since Plaintiff Riley can conclusively show that he has a clear right to prior first use of the trademark at issue herein based on the files and records of the USPTO, the likelihood of success on the merits is without question in this matter.

46. That the actions of the defendants herein have caused and are continuing to cause irreparable harm and damage to the Plaintiffs, their reputations and all good will established under their names creative activities and business relationships.

47. That in any balancing of the hardships in this matter would tilt heavily in favor of granting the injunctive relief requested herein by Plaintiffs.

48. Plaintiffs have no adequate remedy at law available to them presently to cause the defendants to cease and desist with their continued interference with the Plaintiffs' business and contractual relationships and activities.

**COUNT III**

**TRADEMARK INFRINGEMENT**

49. Plaintiffs repeat, reallege and incorporate by reference paragraphs "1" through "48" as if fully set forth herein verbatim and further complains of the Defendants, each and all of them as follows.

50. Plaintiff Riley applied for and paid the required fees for the original registration of the trademark to Blackstreet and was the owner of same at all relevant times.

51. As a result of his unlawful acts, as enumerated in detail above, Hannibal permitted the trade mark to expire.

52. Thereafter, Hannibal unlawfully and deceptively sought the rights to Blackstreet under his own name.

53. Hannibal's actions demonstrate a willful, intentional and malicious intent to trade on the goodwill associated with Plaintiffs' federally registered trademark to Plaintiffs' great and irreparable injury.

54. As a result of Hannibal's unlawful, deceptive and improper acts, Plaintiffs have suffered and likely will continue to suffer irreparable damages, which at present exceed \$500,000 and likely will exceed well over \$1,000,000 in the future.

55. As a result of same Plaintiffs have and will continue to suffer damages and are seeking actual damages, lost profits, interest, costs and attorneys' fees under 15 U.S.C. Sections 1114, 1116 and 1117.

COUNT IV

COMMON LAW TRADEMARK INFRINGEMENT  
AND UNFAIR COMPETITION

56. Plaintiffs repeat, reallege and incorporate by reference paragraphs "1" through "55" as if fully set forth herein verbatim and further complains of the Defendants, each and all of them as follows.

57. Defendants' acts constitute common law trademark infringement and unfair competition, and have created and will continue to create a likelihood of confusion to the irreparable injury to Plaintiffs unless restrained by the Court. Plaintiffs have no adequate remedy at law.

58. Defendants acted with full knowledge of Plaintiffs' use of and statutory and common law right to use the trademark Blackstreet knowingly causing damage to Plaintiffs.

59. Hannibal's actions demonstrate a willful, intentional and malicious intent to trade on the goodwill associated with Plaintiffs' federally registered trademark to Plaintiffs' great and irreparable injury.

60. As a result of Hannibal's unlawful, deceptive and improper acts, Plaintiffs have suffered and likely will continue to suffer irreparable damages, which at present exceed \$500,000 and likely will exceed well over \$1,000,000 in the future.

61. As a result of same Plaintiffs have and will continue to suffer damages and are seeking actual damages, lost profits, interest, costs and attorneys' fees.

**COUNT V**

**BREACH OF FIDUCIARY DUTY**

62. Plaintiffs repeat, reallege and incorporate by reference paragraphs "1" through "61" as if fully set forth herein verbatim and further complains of the Defendants, each and all of them as follows.

63. From approximately late 2007 to mid 2010, Hannibal was employed by Plaintiffs.

64. During Hannibal's employment, he was placed in a position of trust in confidence, where he was responsible for many aspects of the day to day affairs of Plaintiffs.

65. Hannibal was well compensated by Plaintiffs during the entire tenure of his employment.

66. Based upon Hannibal's position with Plaintiffs, he was placed in a position to examine all mail, renew contracts and ensure that Plaintiffs rights were fully protected. Plaintiffs relied upon Hannibal to perform these services in the best interest of the Plaintiffs.

67. Hannibal, as an employee of Plaintiffs, was aware that Riley held the trademark for Blackstreet and was actively using said trademark to further Plaintiffs' business.

68. In furtherance of his employment, Hannibal received the documentation necessary to renew the application for Plaintiffs' trademark for Blackstreet.

69. Hannibal knowingly permitted the trademark to expire.

70. Hannibal knowingly failed to notify Riley that the trademark was expiring or that renewal was required.

71. After the expiration of the renewal, without Plaintiffs' knowledge or consent, Hannibal trademarked Blackstreet under his own name.

72. Hannibal trademarked Blackstreet to gain economic advantage for himself.

84. Hannibal knowingly failed to notify Riley of the impending expiration of the trademark or the fact that he had impermissibly applied for the trademark, in an effort to deceive Riley and the USPTO.

85. In taking these actions, Hannibal committed a fraud upon Plaintiffs and in failing to disclose the truth, he also perpetrated a fraud upon the USPTO.

86. As a result of Hannibal's unlawful, deceptive and improper acts, Plaintiffs have suffered and likely will continue to suffer irreparable damages, which at present exceed \$500,000 and likely will exceed well over \$1,000,000 in the future.

87. As a result of same Plaintiffs have and will continue to suffer damages and are seeking actual damages, lost profits, interest, costs and attorneys' fees.

#### COUNT VII

#### TORTIOUS INTERFERENCE

88. Plaintiffs repeat, reallege and incorporate by reference paragraphs "1" through "87" as if fully set forth herein verbatim and further complains of the Defendants, each and all of them as follows.

89. Plaintiff had a contract with Jimmy Iovine, Dr. Dre to appear at a function in February 2013.

90. That Defendant impermissibly interfered with Plaintiff's contract as referenced above.

91. In addition, Defendant's agent has recently sent a Cease and Desist Letter to another business partner of the Plaintiff, (where Plaintiff is slated to appear on the "Tom Joyner Cruise") in a further attempt to impermissibly interfere with Plaintiff's business and contractual relationships and obligations.

92. Plaintiff also witnessed, as did most of America, a recent performance on the "Jimmy Kimmel Show" where defendant performed and literally diminished the "good will" of the brand by putting on subpar performance that was seen by millions of viewers.

93. Plaintiff has other shows, performances and obligations which the defendant may impermissibly seek to interfere with causing further damage to the Plaintiff.

94. That defendant premises his impermissible interference on a federal registration that he was not otherwise entitled to acquire given that Plaintiff had first use of the "mark" in question and said registrations relied on by the defendant are presently being challenged for cancellation in a pending proceeding before the Trademark Trial and Appeal Board (TTAB) in TTAB Case No. 920-59057.

95. That the defendant's interference is done out of malice and ill will and further based on the fraudulent acquisition of a registration as set forth in the preceding paragraph.

96. Plaintiff has been and continues to be damaged by the actions of the defendant which is the sole and proximate cause thereof.

WHEREFORE, Plaintiffs pray for judgment against the Defendants herein as follows:

1. That process issue accordingly to law; and
2. Injunctive Relief to preclude the Defendant from any further interference with the business activities of the Plaintiff; and
3. Damages in an amount not less than one million (\$1,000,000) dollars; and
4. Any and all such other relief that this Court deem just and proper.

Dated: Brooklyn, New York  
March 17, 2015

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Lowell Sidney, Esq.  
244 Fifth Avenue, Suite Q278  
New York, New York 10001  
(917) 971-2413

C

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

EDWARD T. RILEY, SR. and  
BLACKSTREET ENTERTAINMENT,  
INC.(BLACK STREET),

Plaintiffs,

Civil Action No.

vs

**AFFIDAVIT OF  
EDWARD T. RILEY, SR.**

CHAUNCEY HANNIBAL., in his  
individual and representative capacity,  
DOE CORPORATION, 1-10,  
JOHN and JANE DOE, 1-15,

Defendants.

STATE OF NEW YORK

COUNTY OF KINGS SS:

Edward T. Riley, makes the following affirmation under the penalties of  
perjury.

I Edward T. Riley, as plaintiff in the above-entitled action, respectfully  
move this court to order defendants to show cause why they should not be enjoined  
from using the Trademark Blackstreet until the final disposition of the merits in the  
above-entitled action and/or precluding defendants unwarranted interference with  
Plaintiff's usage of the mark in question.

1 of 4

Unless this order is issued, I will continue to suffer immediate and irreparable injury, loss and damage in that I will be unable to use the Trademark Blackstreet in which I am the rightful owner of.


In 1991 I created the R & B male singing group Blackstreet, in which I was the lead singer. In 1992 I lawfully filed the application and paid the required fees to register the trademark "Blackstreet" and was issued Trademark number 2075927.

In or around 2007 Defendant Chauncey Hannibal ("Hannibal") became employed by me and acted as my agent. I placed Hannibal in a position of trust and confidence in which he was responsible for many aspects of my business.

In or around 2008 the Blackstreet Trademark was scheduled for renewal, and Hannibal was handling certain aspects of my administrative affairs including handling incoming mail.

Hannibal, upon information and belief, intercepted the mail from the USPTO regarding for the renewal of the registration. Thereafter, Hannibal assured me that the renewal was completed and that the Trademark was properly registered.

Unbeknownst to me, Hannibal had failed to inform me of the renewal mail received from the USPTO which addressed renewal of the Trademark, causing me to lose rights to the Trademark to Blackstreet by way of an administrative cancellation.

  
2014



D

**From:** michael@cegtalent.com [mailto:michael@cegtalent.com]  
**Sent:** Monday, February 09, 2015 2:42 PM  
**To:** Info  
**Cc:** Chauncey Black; ryan@cegtalent.com  
**Subject:** Blackstreet

Be advised that the show being advertised at the Kings Theater March 28 featuring BLACKSTREET is being miss advertised.

Blackstreet™ (Below ) is owned by Chauncey Hannibal Black and the official group consists of the original members of Blackstreet, Chauncey, Levi, Mark and Eric.

Teddy Reilly can perform as individual but not collectively as "Blackstreet"

Please immediate refrain from any and all advertising that infringes on my clients rights.

Michael Schweiger  
Central Entertainment Group  
251 W 39<sup>th</sup> St 7<sup>th</sup> Floor  
New York, NY 10018  
212-921-2190  
Michael@cegtalent.com  
www.cegtalent.com

theJasmineBRAND.com

theJasmineBRAND.com

theJasmineBRAND.com



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E

## Trademarks > Trademark Electronic Search System (TESS)

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### Typed Drawing

**Word Mark** BLACKSTREET

**Goods and Services** (CANCELLED) IC 041. US 100 101 107. G & S: entertainment services in the nature of instrumental and vocal group. FIRST USE: 19920300. FIRST USE IN COMMERCE: 19920300

**Mark Drawing Code** (1) TYPED DRAWING

**Serial Number** 74338317

**Filing Date** December 9, 1992

**Current Basis** 1A

**Original Filing Basis** 1B

**Published for Opposition** December 7, 1993

**Registration Number** 2075927

**Registration Date** July 1, 1997

**Owner** (REGISTRANT) Riley, Edward T. INDIVIDUAL UNITED STATES c/o Future Recording Studios 4338 Virginia Beach Blvd. Virginia Beach VIRGINIA 23452

**Attorney of Record** Meyer A. Gross

**Type of Mark** SERVICE MARK

**Register** PRINCIPAL

**Affidavit Text** SECT 15. SECT 8 (6-YR).

**Live/Dead Indicator** DEAD

**Cancellation Date** April 4, 2008

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