

March 4, 2014

**VIA E-MAIL (HIMSELF@DUNCANPFLASTER.COM)**

Mr. Duncan Pflaster  
525 Gates Avenue, #2  
Brooklyn, NY 11216

**Re:** Trademark Infringement of Jumbo Jet Inc.'s U.S. Trademark  
Registration No. 4,009,514 for "Nice Jewish Guys"  
Our File No. J1004-9001

Dear Mr. Pflaster:

This firm represents Jumbo Jet Inc. ("JJI") with respect to certain trademark and unfair competition matters.

In 2009, JJI conceived of a wall calendars product designed to fill a previously unfilled space in the calendar market, namely one that featured exclusively Jewish men, and in particular, the kinds of Jewish men one could take home to one's mother. Since 2009, JJI has been engaged in the production, manufacture and sale of these Jewish men calendars (the "Calendars"), and has been advertising, promoting and selling the Calendars under the trademark "NICE JEWISH GUYS". JJI's Calendars have gotten extensive press, including mentions on "The Tonight Show with Jay Leno", and had engaged in cross-promotional activities with a number of other companies, including JDate.com.

JJI is the owner of U.S. Registration No. 4,009,514, issued August 9, 2011, for the trademark "NICE JEWISH GUYS" for wall calendars. This registration is valid and subsisting. A copy of the registration certificate is attached for your reference.

As a result of JJI's long, extensive and substantially exclusive use of the trademark "NICE JEWISH GUYS" in connection with wall calendars, and the success of JJI's extensive promotional efforts, JJI has established a valuable reputation and goodwill in the marketplace associated with such mark, and the "NICE JEWISH GUYS" trademark therefore has become a valuable asset of JJI.

Our client has recently become aware of an interview given by you and published on heebmagazine.com detailing your plans and business activities in connection with creating a series of wall calendars that will be marketed under the name "Naughty Jewish Boys" (the "Infringing Name"). In fact, the interview (which can be found at: [heebmagazine.com/yes-theres-naughty-jewish-boys-calendar-works/49786](http://heebmagazine.com/yes-theres-naughty-jewish-boys-calendar-works/49786)), specifically refers to the JJI product and provides a link to our client's website.

Our client is understandably concerned. The Infringing Name being used for your wall calendars is highly related to our client's registered trademark. The common interplay of the terms "naughty" and "nice" makes it likely that consumers and potential customers would believe, in error, that the Infringing Name is being used in connection with products that are related to, affiliated with or under license from JJI, a belief that is reinforced by your continued reference to and comparisons with JJI's Calendars. The products you are promoting under the Infringing Name are a natural expansion for JJI of its line of wall calendars, and therefore the use of the Infringing Name in connection with your calendar products would interfere with JJI's prospective business opportunities, to JJI's detriment.

Due to the fact that the Infringing Name is being used on or in connection with the sale of wall calendars exclusively featuring Jewish men, which products would be marketed to the same class of purchasers as would purchase the JJI Calendars, and that the respective products would be promoted and sold through the same or related channels of trade, including both brick-and-mortar and internet stores, we believe the promotion, distribution and sale of wall calendars under the Infringing Name is likely to cause confusion in the marketplace as to source or sponsorship or affiliation, dilute the distinctiveness of our client's mark, and would, accordingly, infringe on the goodwill developed by JJI in its "NICE JEWISH GUYS" trademark, and so constitutes acts of trademark infringement and unfair competition in violation of federal and state laws.

Accordingly, on behalf of Jumbo Jet Inc., we hereby request that you undertake the following steps:

- (i) commit to taking immediate steps to cease all use of the Infringing Name or any other trademark or product name confusingly similar thereto, including any mark or name containing the phrase "Naughty Jewish Boys," "Naughty Jewish Guys" or "Naughty Jewish Men", in connection with the advertising, promotion, sale, offer for sale and/or distribution of calendars, including in solicitations for models and in all promotional materials;
- (ii) immediately upon receipt of this letter, cease all advertising and promotion for, and all production, sales, distribution and shipping of, calendars under or bearing the "Naughty Jewish Boys" name or mark, or any other name or mark containing or comprising the phrase "Naughty Jewish" combined with "boys", "guys", "men" or any other synonyms thereof;
- (iii) immediately upon receipt of this letter, notify all purchasers of products bearing the Infringing Name, including all persons who have placed orders for such products, that no products will be produced or sold under the Infringing Name, or any other name confusingly similar to JJI's "NICE JEWISH GUYS" registered trademark, and to the extent any products bearing the Infringing Name have been;
- (iv) within twenty (20) days of receipt of this letter, revise any website owned or controlled by you which uses the Infringing Name to promote or refer to calendars so as to remove all such references, and to disable all links to any products which may contain or be promoted using the Infringing Name;

(v) commit to abandon the domain name naughtyjewishboys.com and not use such domain name in connection with the advertising, promotion, distribution or sale of calendars; and

(vi) confirm your compliance with these requests by signing and returning a copy of this letter.

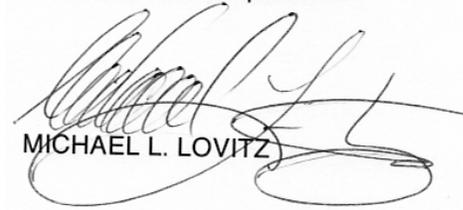
We look to receive your written assurances not later than the close of business Monday, March 17, 2014 that you will comply with these requests. If we do not receive such assurances, our client reserves the right to take whatever action it deems appropriate to protect its valuable trademark rights with no further notice to you.

Any offer of compromise contained herein is without prejudice to any demand that may be made on behalf of Jumbo Jet Inc. should further action be necessary to protect our client's valuable trademark rights.

Thank you in advance for your prompt attention to this matter.

Very truly yours,

BOWEN HAYES & KREISBERG



MICHAEL L. LOVITZ

MLL/  
Enclosure  
cc: Jumbo Jet Inc.

**AGREED TO AND ACCEPTED:**

\_\_\_\_\_  
By: DUNCAN PFLASTER

Date: \_\_\_\_\_