

# Stop Monster Cable

Snow Monsters™



How could anyone confuse a kids' ski & snowboard safety program with a cable company?

## Track record of shame

Monster Cable has gone after everyone from monstervintage.com, a family-owned business selling vintage clothing, to Razor and Tie Direct, for use of *Monster Mad-*

*ness* and *Monster Ballads* in connection with music albums. Want to see more? Do a Google search. Type in the following three words: *monster cable sue.*

What if a huge company demanded that you hand over your name or go bankrupt?

Snow Monsters is a small company that promotes safe skiing and snowboarding for kids. This family-run enterprise is under siege by Monster Cable Products, Inc., a multimillion-dollar manufacturer of electronic cable accessories.

Monster Cable demands that Snow Monsters give up rights to its own name so that Monster Cable can trademark "Snow Monsters." The Turner family, creators of the Snow Monsters program, would then license the marks back from Monster Cable.

Monster Cable targets trademark owners of any variation of the word "monster" for virtually any purpose.

Monster Cable is a predator. It runs up enormous legal expenses and drags out trademark infringement cases for years if necessary, thereby forcing small companies to give in to their unreasonable demands or risk losing their own trademarks.

Teach Monster Cable a lesson in ethics. Boycott Monster Cable.

- Find out the details at [www.StopTheMonster.com](http://www.StopTheMonster.com).
- Boycott Monster Cable. Don't purchase or sell its products.
- Contact your representative in Congress. Protecting free speech and small business, especially in trademark and copyright law, is a Federal issue.
- Let Monster Cable know how you feel.

**By doing business with  
Monster Cable, you are  
feeding a corporate bully**

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VISIT 'TRUTH AND LIES' AT THIS WEBSITE TO LEARN HOW  
MONSTER CABLE'S ATTORNEYS TWIST THE TRUTH

# WWW.STOPTHEMONSTER.COM

## THE PROOF IS IN THE LICENSING AGREEMENT

**W**HAT would you think of an email from Monster Cable's general counsel, David Tognotti, that says this:

*"We are not trying to take their trademark, nor are we trying to stop them from using it."*

That's a pretty amazing statement when Monster Cable sent us (Snow Monsters) a License Agreement that states the following conditions:

‡ At its own expense, Licensee [Snow Monsters] shall endeavor to obtain registrations for

each of the Licensed Marks. Within sixty (60) days after the issuance of each such registration, Licensee shall assign each such registration to Licensor [Monster Cable] using a form that is mutually satisfactory to Licensor and Licensee.

‡ Licensee [Snow Monsters] shall be responsible for recording each such assignment with the United States Patent and Trademark Office, and shall be responsible for paying all fees, costs and expenses associated with recording each such assignment.

‡ Upon timely submission to Licensor [Monster Cable] by Licensee [Snow Monsters] of all necessary



So, how truthful do you think David Tognotti & Monster Cable are?

documentation and fees for maintaining registrations with the Patent and Trademark Office, Licensor shall within sixty (60) days file such submissions with the Patent and Trademark Office.

## WE'D HAVE TO PAY TO STEAL OUR OWN TRADEMARK

To add insult to injury, Monster Cable's attorney, David Tognotti, has the gall to tell us that Snow Monsters must pay Monster Cable's costs to steal our trademark!

Here's another gem from the License Agreement:

"All additional costs, including attorneys' fees incurred by Licensor [Monster Cable] shall be

reimbursable by Licensee [Snow Monsters] within sixty (60) days of written evidence of expense."

Read the full Licensing Agreement posted at [www.StopTheMonster.com](http://www.StopTheMonster.com)

## MONSTER CABLE MAKES UNREASONABLE DEMANDS

You can read more in the License Agreement, but it among other things it requires that Snow Monsters:

- **Seek approval for virtually every aspect of our business** – marketing, product design, etc. (We can't put anything out that does "not conform to applicable standards approved by Licensor" [Monster Cable]).
- **Monster Cable can terminate the agreement whenever it wants** – "Licensor [Monster Cable] may terminate this Agreement by notice given to the other if Licensee does not perform any of its obligations when due." Of course Monster Cable determines what the obligations are – such as submitting everything to them for approval.
- **Monster Cable would have the right to approve all our sub-contractors**, and
- **We must get Monster Cable's approval to sell our own company!** - Licensee may not assign or delegate any right or duty under this Agreement (voluntarily, involuntarily, by operation of law, by transfer of control or otherwise) without the prior written consent of Licensor."