

Pellettieri, Rabstein and Altman  
COUNSELLORS AT LAW

Ira C. Miller  
John A. Hartmann, III  
Andrew M. Rockman  
Bruce P. Miller  
Edward Slaughter, Jr.  
Anne P. McHugh  
Neal S. Solomon  
Gary E. Adams  
E. Elizabeth Sweetser  
Arthur Penn  
Thomas R. Smith  
Martin S. Pappaterra  
Thomas G. McMahon  
Jed S. Kadish  
Lydia Fabbro Keephart

George Pellettieri (1929-1980)  
George L. Pellettieri (1961-1973)  
Mel Narol (1989-2002)

100 Nassau Park Boulevard  
CN 5301  
Princeton, New Jersey 08543-5301  
(609) 520-0900  
Fax (609) 452-8796  
Email: PRA@pralaw.com



Nicole J. Huckerby  
Elyse C. Herman  
Kristen J. Vidas  
Sherri L. Warfel  
Vasiliki Pagidas  
Robert J. Adinolfi  
Andrew L. Watson  
Karen L. Steinbach  
Jeffrey S. Monaghan  
Sheralyn Mar  
Laura R. Dauchy  
Joseph A. Gorman  
Eric B. Hannum

Counsel

Richard M. Altman  
Ruth Rabstein  
W. Barry Rank  
Craig H. Livingston  
Lynne P. Kramer

December 1, 2005

**VIA MESSENGER**

Surrogate's Office  
Burlington County Superior Court  
49 Rancocas Road  
Room 102  
Mount Holly, New Jersey 08060



**Re: Flee/Skybox International, LLC – Assignment for the Benefit of Creditors**  
**Docket No: P-2005-1394**

Dear Sir/Madam:

Enclosed please find Major League Baseball's Objection to the Assignee's Verified Application for Order (1) Approving Redemption Program; (2) Approving Auction Procedures and Scheduling Auction Date; and (3) Authorizing Sale of Remaining Trading Cards.

Thank you.

Very truly yours,  
PELETTIERI, RABSTEIN AND ALTMAN

NEAL S. SOLOMON

NSS:jg  
Enclosure

cc: Honorable Ronald E. Bookbinder, J.S.C. (via Messenger)  
All Parties on the Core Service List as indicated

PELETTIERI, RABSTEIN AND ALTMAN  
100 Nassau Park Boulevard  
Suite 111  
Princeton, New Jersey 08543-5301  
(609) 520-0900

**Attorneys for Major League Baseball Properties, Inc.**

In the Matter of the General Assignment  
for the Benefit of Creditors of  
FLEER/SKYBOX INTERNATIONAL LP

Assignor,

to

WARREN J. MARTIN JR.,

Assignee.

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION, PROBATE  
PART, BURLINGTON COUNTY

DOCKET NO: P-2005-1394

2

**CERTIFICATION OF SERVICE**

April Bogucki of full age, hereby certifies as follows:

1. I am a paralegal with the law firm of Pellettieri, Rabstein and Altman, co-counsel for Major League Baseball Properties, Inc..
2. On this day, I forwarded for filing, via Messenger, an original and two copies of the within Objection with the Surrogate's Office, Burlington County Superior Court, 49 Rancocas Road, Room 102, Mount Holly, New Jersey 08060.
3. On this day I also forwarded, via Messenger, one courtesy copy of the foregoing Objection to the chamber's of the Honorable Ronald E. Bookbinder.
4. On this day, I also forwarded via e-mail a copy of the foregoing Objection to Warren J. Martin, Jr. at [WJM@pbnlaw.com](mailto:WJM@pbnlaw.com).
5. On this day, I also served all parties on the Core Service List, as indicted therein, a copy of the foregoing Objection.

6. I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: December 2, 2005

  
APRIL BOGUCKI

Neal S. Somomon, Esquire  
PELETTIERI, RABSTEIN AND ALTMAN  
100 Nassau Park Blvd., Suite 111  
Princeton, New Jersey 08543-5301  
(609) 520-0900  
Attorneys for Major League Baseball Properties, Inc.

In the Matter of the General Assignment  
for the Benefit of Creditors of  
FLEER/SKYBOX INTERNATIONAL LP

Assignor,

to

WARREN J. MARTIN JR.,

Assignee.

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION, PROBATE  
PART, BURLINGTON COUNTY

DOCKET NO: P-2005-1394

FILED  
2 2006

**OBJECTION OF MAJOR LEAGUE BASEBALL PROPERTIES, INC.  
TO VERIFIED APPLICATION FOR ORDER (1) APPROVING REDEMPTION  
CARD PROGRAM; (2) APPROVING AUCTION PROCEDURES AND  
SCHEDULING AUCTION DATE; AND (3) AUTHORIZING SALE OF  
REMAINING TRADING CARDS**

Major League Baseball Properties, Inc. ("MLBP") hereby submits this objection to the Verified Application for Order (1) Approving Redemption Card Program; (2) Approving Auction Procedures and Scheduling Auction Date; and (3) Authorizing Sale of Remaining Trading Cards (the "Redemption Application"), filed by Warren J. Martin Jr. (the "Assignee"), Assignee for the Benefit of Creditors of Fleer/Skybox International LP and Assignee for the Benefit of Creditors of Fleer Collectibles, LLC (collectively, both entities shall be referred to herein as "Fleer"). In support of this limited objection, MLBP states as follows:

## INTRODUCTION

A court-approved auction was held on July 14, 2005, for certain assets and the opposition of MLBPA was resolved by a stipulation entered into by the Assignee and MLBPA before the hearing. The sale was approved by the Court at a hearing held on July 15, 2005. The sale closed on July 19, 2005 and the Assignee has received the sale proceeds of \$6.1 million.

A second Court-approved auction was held on September 9, 2005, pursuant to which the Assignee sold substantially all of the remaining assets, and the opposition of MLBPA was resolved by a stipulation entered into by the Assignee and MLBPA before the hearing. The sale was approved by the Court on September 13, 2005, and the Assignee received the sale proceeds of \$913,000.

A third Court-approved auction was held on September 30, 2005, pursuant to which the Assignee auctioned the digital images and photographic slides that were removed from the second auction, and the opposition of MLBPA was resolved by a stipulation entered into by the Assignee and MLBPA before the hearing. The Court approved the sale of the baseball-related photographic slides at a hearing on October 14, 2005, and the Assignee received sale proceeds of \$53,000 from the sale.

Until June 17, 2005, when the Petition for Proceedings on Assignment for the Benefit of Creditors was filed in this case, Fleer produced and distributed sports trading cards, and sports memorabilia and collectibles. Until May 24, 2005, Fleer produced, under non-exclusive licenses with MLBPA (as the exclusive licensing agent for the various Major League Baseball affiliates) ("MLBPA Licenses"), baseball trading cards, and baseball memorabilia and collectibles, each featuring certain specified names, word

marks, logos, uniform designs, mascots, images, colors and color combinations, trade dress, characters, symbols, designs, likenesses and visual representations associated with the various Major League Baseball-affiliated entities and their products and services (hereinafter, "Major League Baseball Marks").

These non-exclusive licenses permitted Fleer to manufacture, distribute, promote and advertise specifically enumerated products (the "Licensed Products") using specifically enumerated Major League Baseball Marks. These licenses also gave MLB the right to inspect all Licensed Products and related packaging before they were sold (as well as all advertising materials making use of the Major League Baseball Marks), and the right to evaluate any distributor to whom Fleer proposed to sell the Licensed Products. This ability to control the quality and consistency of Licensed Products, and to control the character and appropriateness of the distributors who sell these Licensed Products to the public, is essential to MLB's ability to protect the value of the Major League Baseball Marks.

On May 24, 2005, MLB terminated Fleer's license agreements and its ability to use the Major League Baseball Marks. This termination was undertaken by MLB pursuant to the terms of the MLB Licenses, due to Fleer's failure to pay the royalties and other compensation, and its failure to submit the periodic statements due under the MLB Licenses. Thus, as of May 24, 2005, Fleer had no MLB License and no right to use the Major League Baseball Marks in any commercial manner, including, without limitation, advertising, manufacturing, and distributing Licensed Products. Accordingly, at the time that Fleer assigned its assets to the Assignee, the assignment did not convey any right to sell Licensed Products.

Nevertheless, in the Redemption Application, the Assignee has requested authority to sell Licensed Products which make use of the Major League Baseball Marks in a sale that purports to transfer Licensed Products free and clear of liens, claims and encumbrances. Although the Assignee agreed in the prior auctions, as a condition to selling the Licensed Products, (a) to require the buyers to sign written Acknowledgments that (i) the items to be sold at auction are subject to MLB license agreements, and (ii) that the buyers cannot put such items to commercial use without the prior written consent of MLB, and (b) to cause the Acknowledgment to be posted on the auction website, the Assignee has inexplicably refused to do so in this case. Accordingly, MLB has no choice but to request that this Court issue an order denying the Redemption Application.

#### **BACKGROUND**

1. Fleer and MLB entered into the MLB Licenses granting Fleer a non-exclusive license to use certain identified Major League Baseball Marks. Copies of the MLB Licenses have been previously supplied to the Court, and are incorporated herein by this reference.
2. This non-exclusive license applied only to the Licensed Products to be designed and manufactured by Fleer, each subject to prior review, approval and consent by MLB. *See* MLB Licenses at ¶¶ 1, 10, Schedule B.
3. The MLB Licenses included a license to distribute the Licensed Products to consumers and specified distributors within a specified territory; all distributors were subject to prior review, approval and consent by MLB. *See* MLB Licenses at ¶ 11.A.
4. The MLB Licenses expressly provide that, effective immediately upon termination Fleer has no right to continue to manufacture, promote, advertise or distribute

any Licensed Product, or to ever use the Major League Baseball Marks without a license from MLB. *See* MLB Licenses at ¶¶ 13(B), 13(D), 15, 16, 17, 18, and 31. As a result, the Assignee is similarly prohibited from distributing the Licensed Products.

5. Additionally, the MLB Licenses provide that MLB has a lien on all Licensed Products for which money is owed to Fleer or that remain in Fleer's inventory at the time the license is terminated. *See* MLB Licenses at ¶ 16(C). The Assignee's title is subject to the lien.

6. On May 24, 2005, pursuant to the terms of the MLB Licenses, MLB terminated Fleer's license agreements. *See* termination letter dated May 24, 2005 (a copy of which has been previously supplied to the Court, and incorporated herein by this reference); *see also* MLB Licenses at ¶¶ 16(B)(i), 16(B)(ii).

7. In the Redemption Application, the Assignee asks this Court to approve the Redemption Card Program and authorize a sale of certain assets of both Fleer/Skybox and Fleer Collectibles, to take place on March 22, 2006 (the "Auction"), including certain baseball trading cards and inventory which include Major League Baseball Marks. MLB submits that, since the Assignee has no right to sell the Licensed Products, the Auction cannot take place.

### **DISCUSSION**

MLB zealously protects the value and integrity of the Major League Baseball Marks. It carefully monitors the quality and consistency of all products bearing these Marks. All of its licenses to use these marks, including its licenses with Fleer, give MLB the right to inspect and approve all products and related packaging that use any of the Major League Baseball Marks, prior to their being offered for sale to the public (as

well as all advertising and promotional materials making use of the Major League Baseball Marks), and the right to approve all proposed distributors, prior to any distribution to the public, all of whom would be entitled to distribute such Licensed Products within the identified territory only.

In addition to MLBP's right to inspect and approve the products themselves and the distributors, MLBP has the right, among other things, to dictate compensation, the territory of distribution, and the period during which those products can be distributed.

Underlying the MLBP Licenses are fundamental property rights – the right to own and control the valuable, and famous, Major League Baseball Marks. Under the trademark laws of both the United States and New Jersey, the owner of a recognized mark has the right to control the quality of the goods manufactured and sold under the trademark. *See Iberia Foods Corp. v. Romeo*, 150 F.3d 298, 304 (3d Cir. 1998); *see* 11 U.S.C. § 1125(a)(1)(A); N.J.S.A. 56:3-13:16(a)(1).

In the instant case, MLBP has the right to inspect the Licensed Products that the Assignee proposes to sell, and to evaluate the distributor to which the Assignee proposes to sell those products. The Redemption Application includes no provision for MLBP to exercise this right. Therefore, MLBP requests that this Court deny the Redemption Application.

Ownership of a trademark confers on the owner the right to use a particular mark and the right to exclude others from using the same mark. *See Homeowners Group, Inc. v. Home Marketing Specialists, Inc.*, 931 F.2d 1100, 1106 (6<sup>th</sup> Cir. 1991); *La Societe Anonyme des Parfums Le Galion v. Jean Patou, Inc.*, 495 F.2d 1265, 1271 (2d Cir. 1974); *see also* 11 U.S.C. § 1125(a)(1)(A); N.J.S.A. 56:3-13:16(a)(1). In addition, when a mark

is famous, the owner's rights include the right to protect the mark against dilution under both federal and state law. *See* 15 U.S.C. § 1125(c); N.J.S.A. 56:3-13.20.

In the instant case, there is no question that the Major League Baseball Marks are famous -- throughout the state of New Jersey, the entire United States and, indeed, the world. MLBP must protect against infringement and protect the Major League Baseball Marks. MLBP fears that products bearing the Major League Baseball Marks might be distributed in a manner that harms the consumer (poor quality; staleness, unfair advertising), the market in general, and MLBP's licensees in good standing.

On May 10, 2005, MLBP notified Fleer that the contractual cure period had commenced as to Fleer's defaults under the MLBP License. *See* notice letter dated May 10, 2005 (a copy of which has been previously supplied to the Court, and incorporated herein by this reference). Fleer failed to cure its defaults during the cure period; accordingly, MLBP sent Fleer a notice that the MLBP Licenses were terminated. *See* termination letter dated May 24, 2005 (a copy of which has been previously supplied to the Court, and incorporated herein by this reference).

The MLBP Licenses expressly provide that, upon termination, MLBP is entitled to enjoin the manufacture, promotion, advertisement or distribution of any Licensed Product (*see* MLBP Licenses at ¶ 18). As of May 24, 2005, Fleer had no license, or other legal right, to use the Major League Baseball Marks. When Fleer assigned its assets to the Assignee, the assignment included no such license or right. The Assignee cannot be permitted to ignore the legitimate property rights of third parties, with respect to their right to own, control and protect their trademarks and other intellectual property. Therefore, the Court should deny the Redemption Application.

Lastly, MLBP has a lien on all Licensed Products held by the Assignee, including those that the Assignee proposes to sell in connection with the Auction, and on the proceeds of the sale of any Licensed Product (including the proceeds from the sale of any Licensed Product at the Auction, if the Court permits such sales). Paragraph 16(C) sets forth MLBP's rights and remedies upon termination, and provides, in relevant part:

[MLBP] shall have a lien on any units of the Licensed Product(s) not the disposed of by [Fleer] and on any monies due [Fleer] from any jobber, wholesaler, distributor, sublicensee or other third parties with respect to sales of the Licensed Product(s).

Therefore, MLBP requests that the Court deny the Redemption Application. In the alternative, should the Court approve the Redemption Application, MLBP requests the Court to (a) order the Assignee to create a separate account and segregate the proceeds from the sale of any Licensed Product, and keep those funds segregated until the amount, and secured status, of MLBP's claim is determined by further order of this Court,<sup>1</sup> (b) order the Assignee to require the purchaser(s) of any Licensed Products to sign written Acknowledgments that (i) the items to be sold at auction are subject to MLBP license agreements, and (ii) that the buyers cannot put such items to commercial use without the prior written consent of MLBP, and (c) order the Assignee to cause the Acknowledgment to be posted on the auction website.

### **CONCLUSION**

THEREFORE, for the foregoing reasons, MLBP requests that this Court (1) deny the Redemption Application and (2) issue an order that the Assignee may not transfer any

---

<sup>1</sup> At this time, MLBP has calculated that the amount that Fleer owes under the MLBP Licenses (including future amounts now due) is approximately \$2,600,000.00.

license to use the Major League Baseball Marks because Fleeer's licenses to use those Marks were terminated on May 24, 2005. MLBP requests all other relief that is just and proper.

Respectfully submitted,

DECEMBER 1, 2005

PELLETTIERI, RABSTEIN AND ALTMAN

By: Neal Solomon  
NEAL S. SOLOMON, ESQUIRE  
100 NASSAU PARK BLVD. SUITE 111  
PRINCETON, NEW JERSEY 8543-5301  
(609) 520-0900

FOLEY & LARDNER LLP  
Keith C. Owens  
CAL BAR NO. 184841  
ONE MARITIME PLAZA, SIXTH FLOOR  
SAN FRANCISCO, CALIFORNIA 94111-3409  
(415) 434-4484

Attorneys for Major League Baseball Properties, Inc.

08 2 00

**FLEER/SKYBOX INTERNATIONAL LP  
ASSIGNMENT FOR THE BENEFIT OF CREDITORS  
CORE SERVICE LIST**

Name	E-Mail Address	Representing:	Reg. Mail	E-Mail
Alex Grass Grass Companies 1000 North Front Street Suite 503 Wormleysburg, PA 17043	<a href="mailto:Aglass2140@aol.com">Aglass2140@aol.com</a>		X	X
Allison Villafane	<a href="mailto:Allison.villafane@nfl.com">Allison.villafane@nfl.com</a>			X
Benjamin Mintz, Esq. c/o Kaye Sholer LLP 425 Park Avenue New York, NY 10022	<a href="mailto:bmintz@kayescholer.com">bmintz@kayescholer.com</a>	4Kids Entertainment	X	X
Brad Horne Collectsports.Net 1028 South Edisto Drive Florence, SC 29501			X	
Chasta Nicole Williams, Esq. Alston & Bird LLP One Atlantic Center 1201 West Peachtree Street Atlanta, GA 30309-3424	<a href="mailto:cnwilliams@alston.com">cnwilliams@alston.com</a>	Dynamic Graphic Finishing, Inc.	X	
Clinton Jensen 20 Water St. Granville, MA 01034	<a href="mailto:Cdtensen1@yahoo.com">Cdtensen1@yahoo.com</a>			X
Curtis L. Golkow, Esq. Hal Baum, Esq. Ian Meklinsky, Esq. Fox Rothschild LLP Princeton Pike Corporate Center 997 Lenox Drive, Building 3 Lawrenceville, NJ 08648	<a href="mailto:cgolkow@foxrothschild.com">cgolkow@foxrothschild.com</a> <a href="mailto:hbaume@foxrothschild.com">hbaume@foxrothschild.com</a> <a href="mailto:imeklinsky@foxrothschild.com">imeklinsky@foxrothschild.com</a>	Fleer/Skybox International LP	X	X
Diana Barker Lane Powell PC 601 SW Second Avenue, Suite 2100 Portland, OR 97204-3158 Direct: 503.778.2238	<a href="mailto:docketing-pdx@lanepowell.com">docketing-pdx@lanepowell.com</a> <a href="mailto:barkend@lanepowell.com">barkend@lanepowell.com</a>			X
Eric L. Scherling, Esq. Neal Colton, Esq. Cozen O'Connor 1900 Market Street Philadelphia PA, 19103	<a href="mailto:eschering@cozen.com">eschering@cozen.com</a> <a href="mailto:ncolton@cozen.com">ncolton@cozen.com</a>	MLB Players	X	X

Name	E-Mail Address	Representing:	Reg. Mail	E-Mail
Ethan Orlinsky, Esq.	<a href="mailto:ethan.orkinsky@mlb.com">ethan.orkinsky@mlb.com</a>			X
Gary S. Stetz	<a href="mailto:gary@sbcps.com">gary@sbcps.com</a>			X
James W. Adelman, Esq. Morris & Adelman, P.C. PO Box 30477 Philadelphia, PA 19103-8477	<a href="mailto:jwadelman@morrisadelman.com">jwadelman@morrisadelman.com</a>	Digidel, Inc.		X
Jeff Levitan, Esq. Proskauer Rose 1585 Broadway New York, NY 10036-8299	<a href="mailto:jlevitan@proskauer.com">jlevitan@proskauer.com</a>	NBA	X	X
Jeffrey Posta, Esq. Sterns & Weinroth One State Street Square Office Building 50 West State Street, Suite 1400 Trenton, New Jersey 08607	<a href="mailto:jposta@sternslaw.com">jposta@sternslaw.com</a>	Dynamic Graphics	X	X
Jennifer Simms, Esq.	<a href="mailto:jennifer.simms@mlb.com">jennifer.simms@mlb.com</a>			X
Joe Threston Burlington County Consumer Affairs 49 Rancocas Road Mt. Holly, NJ 08060	<a href="mailto:jthreston@co.burlington.nj.us">jthreston@co.burlington.nj.us</a>		X	X
John Harris, Esq. Epstein Becker & Green 250 Park Avenue New York, New York 10177- 1211	<a href="mailto:jharris@ebglaw.com">jharris@ebglaw.com</a>	4Kids Entertainment	X	X
Joseph A. Gorman, Esq. Neal Solomon, Esq. Pellettieri, Rabstein & Altman Tarnsfield Plaza Suite 6 790 Woodlane Road Mount Holly, NJ 08060	<a href="mailto:jgorman@pralaw.com">jgorman@pralaw.com</a> <a href="mailto:nsolomon@pralaw.com">nsolomon@pralaw.com</a>	MLB Properties	X	X
Joseph W. Beatty, Esq. Jeffrey H. Butwinick, Esq. Andrea Porter, Esq. Foley & Lardner LLP One Maritime Plaza Suite 600 San Francisco, CA 94111	<a href="mailto:jbeatty@foley.com">jbeatty@foley.com</a> <a href="mailto:jbutwinick@foley.com">jbutwinick@foley.com</a> <a href="mailto:aporter@foley.com">aporter@foley.com</a>	MLB Properties	X	X

Name	E-Mail Address	Representing:	Reg. Mail	E-Mail
Julie Stewart, Esq. Leslie Cohen, Esq. Liner, Yankelevitz Sunshine & Regenstreif LLP 1100 Glendon Avenue, 14 <sup>th</sup> Floor Los Angeles, Ca 90024-3503	<a href="mailto:jstewart@linerlaw.com">jstewart@linerlaw.com</a> <a href="mailto:lcohen@linerlaw.com">lcohen@linerlaw.com</a>	Upper Deck		X
Justin H. Bass, Esq. Vice President, Legal Affairs CSI Capital Management 445 Bush Street, 4 <sup>th</sup> Floor San Francisco, CA 94108	<a href="mailto:jhbass@csicapital.com">jhbass@csicapital.com</a>	S31T, Inc. and Kenyon Martin		X
Karl Geercken, Esq. Alston & Bird LLP 90 Park Avenue New York, NY 10016-1387	<a href="mailto:kgeercken@alston.com">kgeercken@alston.com</a>	Dynamic Graphic Finishing, Inc.	X	
Lazer Photo Engraving, Inc 70 Bermar Park Rochester, NY 14624			X	
Lynn Larson, Esq. Law Office of Tim Sweeney	<a href="mailto:lynn@timsweeneylaw.com">lynn@timsweeneylaw.com</a>	Visions in Flight		X
Matthew Kline NHL Enterprises, LP 1251 Ave of the Americas New York, NY 10020	<a href="mailto:mkline@nhl.com">mkline@nhl.com</a>			X
Menachem O. Zelmanovitz, Esq. Morgan, Lewis & Bockius LLP 101 Park Avenue New York, NY 10178-0060	<a href="mailto:Mzelmanovitz@morganlewis.com">Mzelmanovitz@morganlewis.com</a>	NFL		X
Michael Hulme General Counsel - Director of Business & Legal The Upper Deck Company, LLC 5909 Sea Otter Place Carlsbad, CA 92008	<a href="mailto:michael_hulme@upperdeck.com">michael_hulme@upperdeck.com</a>	Upper Deck		X
Michael J. O'Donoghue, Esq. Wisler, Pearlstine, Talone, Craig, Garrity & Potash, LLP Office Court at Walton Point 484 Norristown Road, Suite 100 Blue Bell, PA 19422-2326	<a href="mailto:mod@wispearl.com">mod@wispearl.com</a>	Great Atlantic Graphics, Inc.		X

Name	E-Mail Address	Representing:	Reg. Mail	E-Mail
Morton, R. Branzburg, Esq. Carol A. Slocum, Esq. Klehr, Harrison, Harvey Branzburg & Ellers, LP 457 Haddonfield Road Suite 510 Cherry Hill, NJ 08002-2220	<a href="mailto:cslocum@klehr.com">cslocum@klehr.com</a>	Alex Grass	X	X
Myron A. Bloom, Esq. Hangley, Aronchick 27th Floor, One Logan Square Philadelphia, PA 19103	<a href="mailto:mbloom@hangley.com">mbloom@hangley.com</a> <a href="mailto:mab@hangley.com">mab@hangley.com</a>	Liss Global		
Neil Walker C/o The Show 30750 US Hwy. 19N Palm Harbor, FL 34684		Neil Walker	X	
Noah Shube, Esq. Friedman & Shube 155 Spring Street Fifth Floor New York, NY 10012	<a href="mailto:nshube@yahoo.com">nshube@yahoo.com</a>	B&E Collectibles	X	X
Paul V. Shalhoub, Esq. R. Strickland, Esq. Willkie Farr & Gallagher LLP 787 Seventh Avenue New York, N.Y. 10019-6099	<a href="mailto:pshalhoub@willkie.com">pshalhoub@willkie.com</a> <a href="mailto:rstrickland@willkie.com">rstrickland@willkie.com</a>	Topps		X
Perry S. Warren Maselli Warren 600 Alexander Road Princeton, NJ 08540	<a href="mailto:pwarren@maselliwarren.com">pwarren@maselliwarren.com</a>	PSS Warehouse	X	X
Peter H. Sutton, Esq. Riemer & Braunstein LLP Three Center Plaza Boston, MA 02108	<a href="mailto:psutton@riemerlaw.com">psutton@riemerlaw.com</a>	Ted Williams Family Enterprises		X
Peter Miller Professional Sports Publications 570 Elmont Road Dept. 203 Elmont, NY 11003	<a href="mailto:pmiller@proyearbooks.com">pmiller@proyearbooks.com</a>			X
Ralph Gallo 224 Rosalind Avenue Gloucester, NJ 08030			X	

Name	E-Mail Address	Representing:	Reg. Mail	E-Mail
Shelly Liss Liss Global	<a href="mailto:sliss@lissglobal.com">sliss@lissglobal.com</a>			X
Warren Friss Topps Company, Inc. One Whitehall Street New York, NY 10004	<a href="mailto:wfriss@topps.com">wfriss@topps.com</a>			X
Yaquinto Printing 4809 S. Westmoreland Dallas, TX 75237			X	