

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO. 11-23557-CIV-UNGARO

ACUSHNET COMPANY, *et al.*,

Plaintiffs,

vs.

TANG HAINAN, *et al.*,

Defendants.

ORDER GRANTING TEMPORARY RESTRAINING ORDER *EX PARTE*

THIS CAUSE is before the Court on Plaintiffs' *Ex Parte* Application for Entry of Temporary Restraining Order, Preliminary Injunction, and Order Restraining Transfer of Assets Tied to the Counterfeiting Operation (the "Application for TRO"). The Court has carefully reviewed the Application, the entire court file and is otherwise fully advised in the premises.




By the instant Application, Plaintiffs Acushnet Company, Callaway Golf Company, Roger Cleveland Golf Company, Inc., SRI Sports Limited, Karsten Manufacturing Corporation, and Taylor Made Golf Company, Inc. (collectively "Plaintiffs") move *ex parte*, for entry of a temporary restraining order against Defendants Tang Hainan, Xud Zhang, and Does 1-10 (collectively "Defendants") doing business as the domain names identified on Schedules "A" and "B" hereto (the "Subject Domain Names") and an order restraining the financial accounts used by Defendant Tang Hainan, pursuant to 15 U.S.C. § 1116 and Fed. R. Civ. P. 65.

I. Factual Background

The Court bases this Order on the following facts from Plaintiffs' Complaint, *Ex Parte* Application for TRO, and supporting evidentiary submissions.

Plaintiff Acushnet Company (“Acushnet”) is a corporation organized under the laws of Delaware, having its office and principal place of business at 333 Bridge Street, Fairhaven, Massachusetts 02719. (Compl. ¶ 2.) Acushnet is engaged in the manufacture, promotion, distribution, and sale in interstate commerce, including within this Judicial District, of quality golf equipment and related products under multiple federally registered trademarks. (See Declaration of Lisa Rogan in Support of *Ex Parte* Application for TRO [“Rogan Decl.”] ¶¶ 4-5.)


Acushnet is the owner of all rights in and to the following trademarks which are valid and registered on the Principal Register of the United States Patent and Trademark Office (collectively the “Acushnet Marks”):



Trademark	Registration Number	Registration Date	Class / Goods
TITLEIST	316,118	August 14, 1934	IC 028 - golf balls
TITLEIST	934,406	May 23, 1972	IC 028 - golf equipment comprising golf balls, golf clubs, golf bags, golf gloves and golf headcovers
	1,155,766	May 26, 1981	IC 028 - golf equipment, namely, golf balls, golf clubs and golf bags
	1,601,034	June 12, 1990	IC 028 - golf balls
PRO V1	2,806,919	January 20, 2004	IC 028 - golf balls
AP2	3,831,911	August 10, 2010	IC 028 - golf clubs
	3,831,914	August 10, 2010	IC 028 - golf clubs

The Acushnet Marks are used in connection with the manufacture and distribution of high quality goods in at least the categories identified above. (See Rogan Decl. ¶ 5; see also United States Trademark Registrations of the Acushnet Marks at issue [“Acushnet Trademark Registrations”] attached as Composite Exhibit A to the Rogan Decl.)

Plaintiff Callaway Golf Company (“Callaway Golf”) is a corporation organized under the laws of Delaware, having its office and principal place of business at 2180 Rutherford Road, Carlsbad, California 92008. (Compl. ¶ 3.) Callaway Golf is engaged in the manufacture, promotion, distribution, and sale in interstate commerce, including within this Judicial District, of quality golf equipment and related products under multiple federally registered trademarks. (See Declaration of Mike Dow in Support of *Ex Parte* Application for TRO [“Dow Decl.”] ¶¶ 4-5.)

Callaway Golf is the owner of all rights in and to the following trademarks which are valid and registered on the Principal Register of the United States Patent and Trademark Office (collectively the “Callaway Golf Marks”):

Trademark	Registration Number	Registration Date	Class / Goods
Odyssey	1,704,295	July 28, 1992	IC 028 - golf clubs, golf bags, golf club heads, golf club shafts, head covers for golf clubs, hand grips for golf clubs, and golf balls
Callaway Golf	2,160,157	May 26, 1998	IC 024 - golf towels IC 025 - shirts, sweaters, jackets, hats, caps and visors IC 028 - golf clubs, golf bags, and golf club head covers
	2,161,569	June 2, 1998	IC 024 - golf towels IC 025 - shirts, sweaters, jackets, hats, caps, and visors IC 028 - golf clubs, golf bags, and golf club head covers
Callaway	2,166,033	June 16, 1998	IC 028 - golf clubs
Callaway	2,360,664	June 20, 2000	IC 028 - golf balls
Big Bertha	2,769,319	September 30, 2003	IC 028 - golf club, golf club head covers and golf bags


	2,883,072	September 7, 2004	IC 025 - shirts, sweaters, jackets, wind resistant jackets, hats, caps, visors, pants, shorts, t-shirts, golf shoes and spikes
Callaway Golf	2,941,846	April 19, 2005	IC 025 - golf shoes and spikes
FT-i	3,263,223	July 10, 2007	IC 028 - golf clubs
FT-9	3,593,203	March 17, 2009	IC 028 - covers for golf clubs; golf club covers; golf clubs
BIG BERTHA DIABLO	3,595,821	March 24, 2009	IC 028 - golf clubs; head covers for golf clubs; golf bags; golf balls
	3,677,707	September 1, 2009	IC 028 - golf bags; golf balls; golf clubs; head covers for golf clubs
FT-iZ	3,737,687	January 12, 2010	IC 028 - golf clubs, golf club head covers, golf bags and component club heads
X-24 HOT	3,874,857	November 9, 2010	IC 028 - golf clubs
RAZR Hawk	3,979,419	June 14, 2011	IC 028 - golf clubs

The Callaway Golf Marks are used in connection with the manufacture and distribution of high quality goods in at least the categories identified above. (*See* Dow Decl. ¶ 5; *see also* United States Trademark Registrations of the Callaway Golf Marks at issue [“Callaway Golf Trademark Registrations”] attached as Composite Exhibit A to the Dow Decl.)

Plaintiff Roger Cleveland Golf Company, Inc. is a corporation organized under the laws of California, having its office and principal place of business at 5601 Skylab Road, Huntington Beach, California 92647. Plaintiff SRI Sports Limited is the parent company of Roger Cleveland Golf Company, Inc. and a corporation organized and existing under the laws of Japan, having its principle place of business in Chuo-Ku Kobe Japan. Roger Cleveland Golf Company, Inc. and SRI Sports Limited shall be jointly referred to herein as Cleveland Golf. (Compl. ¶ 4.) Cleveland Golf is engaged in the manufacture, promotion, distribution, and sale in interstate commerce, including within this Judicial District, of quality golf equipment and related products under

multiple federally registered trademarks. (See Declaration of Donald J. Reino in Support of *Ex Parte* Application for TRO [“Reino Decl.”] ¶¶ 4-5.)

SRI Sports Limited is the owner, and Roger Cleveland Golf Company, Inc. is the licensee of all rights in and to the following trademarks, which are valid and registered on the Principal Register of the United States Patent and Trademark Office (collectively the “Cleveland Golf Marks”)

Trademark	Registration Number	Registration Date	Class / Goods
<i>Cleveland</i>	2,070,051	June 10, 1997	IC 018 - carry all bags and umbrellas. IC 025 - golf apparel, namely, shirts, caps, visors, sweatshirts and sweater vests. IC 028 - golf clubs, golf club heads, golf club shafts, golf club grips, golf bags, golf bag covers, and golf club head covers.
CLEVELAND	2,070,054	June 10, 1997	IC 018 - carry all bags and umbrellas. IC 025 - golf apparel, namely, shirts, caps, visors, sweatshirts and sweater vests. IC 028 - golf clubs, golf club heads, golf club shafts, golf club grips, golf bags, golf bag covers, and golf club head covers.
	2,302,251	December 21, 1999	IC 028 - golf clubs, and golf club heads, namely, woods, irons and putters
SRIXON	2,993,532	December 16, 1997	IC 025 - Golf wear, namely, caps. IC 028 - Bags, namely, golf bags, equipment for golf, especially, but not limited to, golf balls, golf clubs.
ZIP GROOVES	3,463,468	July 8, 2008	IC 028 - Golf clubs and golf club heads, namely, wedges, iron-type golf clubs and metal wood-type golf clubs and heads.

The Cleveland Golf Marks are used in connection with the manufacture and distribution of high quality goods in at least the categories identified above. (*See* Reino Decl. ¶ 5; *see also* United States Trademark Registrations of the Cleveland Golf Marks at issue [“Cleveland Golf Trademark Registrations”] attached as Composite Exhibit A to the Reino Decl.)

Plaintiff Karsten Manufacturing Corporation (“Karsten”) is a corporation organized under the laws of Arizona having its office and principal place of business at 2201 W. Desert Cove, Phoenix, Arizona 85029. (Compl. ¶ 5.) Karsten is engaged in the manufacture, promotion, distribution, and sale in interstate commerce, including within this Judicial District, of quality golf equipment and related products under multiple federally registered trademarks. (*See* Declaration of Jud Hawken in Support of *Ex Parte* Application for TRO [“Hawken Decl.”] ¶¶ 4-5.)

Karsten is the owner of all rights in and to the following trademark which is valid and registered on the Principal Register of the United States Patent and Trademark Office (the “Karsten Mark”)


Trademark	Registration Number	Registration Date	Class / Goods
PING	704,552	September 20, 1960	IC 28 - Golf clubs





The Karsten Mark is used in connection with the manufacture and distribution of high quality goods in at least the categories identified above. (*See* Hawken Decl. ¶ 5; *see also* United States Trademark Registrations of the Karsten Mark at issue [“Karsten Trademark Registration”] attached as Composite Exhibit A to the Hawken Decl.)

Plaintiff Taylor Made Golf Company, Inc., a subsidiary of adidas AG (“TaylorMade-adidas Golf”), is a corporation organized under the laws of Delaware, having its office and

principal place of business at 5545 Fermi Court, Carlsbad, California 92008. (Compl. ¶ 6.) TaylorMade-adidas Golf is engaged in the manufacture, promotion, distribution, and sale in interstate commerce, including within this Judicial District, of quality golf equipment and related products under multiple federally registered trademarks. (See Declaration of Jeni B. Zuercher in Support of *Ex Parte* Application for TRO [“Zuercher Decl.”] ¶¶ 4-5.)

TaylorMade-adidas Golf is the owner of all rights in and to the following trademarks which are valid and registered on the Principal Register of the United States Patent and Trademark Office (collectively the “TaylorMade-adidas Marks”)

Trademark	Registration Number	Registration Date	Class / Goods
TAYLOR MADE	1,200,542	July 6, 1982	IC 028 - Golf Clubs.
TAYLOR MADE	1,374,009	December 3, 1985	IC 028 - golf bags and golf club head covers.
BURNER	1,411,498	September 30, 1986	IC 028 - golf clubs.
RESCUE	2,092,034	August 26, 1997	IC 028 - golf clubs.
	2,557,110	April 2, 2002	IC 018 - Golf umbrellas, luggage and bags, namely, non-canvas tote bags, for golfers. IC 025 - Clothing, namely, hats, visors, caps. IC 028 - Golf equipment, namely golf clubs, golf grips, putters, shafts, golf balls, golf gloves, golf tees, golf club covers, and golf bags.

	2,557,111	April 2, 2002	<p>IC 018 - Golf umbrellas, luggage and bags, namely, non-canvas tote bags, for golfers.</p> <p>IC 025 - Clothing, namely, hats, visors, caps, shirts, skirts, blouses, sweaters, slacks, shorts, jackets, coats, pullovers, cardigans and shoes.</p> <p>IC 028 - Golf equipment, namely golf clubs, golf grips, putters, shafts, golf balls, golf gloves, golf tees, golf club covers, and golf bags.</p>
ROSSA	2,820,220	March 2, 2004	IC 028 - Golf equipment, namely, golf clubs, golf grips, putters, shafts, golf club covers, and golf bags.
R7	2,960,850	June 7, 2005	IC 028 - Golf equipment, namely, golf clubs, wedges, irons, golf club heads, golf club shafts.
	3,032,873	December 20, 2005	IC 028 - Golf equipment, namely, golf clubs, shafts, golf club covers.
AGSI	3,252,375	June 12, 2007	IC 028 - Golf equipment, namely golf clubs, golf putters, golf clubheads, golf clubhead inserts, golf club covers, and golf bags.
	3,276,214	August 7, 2007	IC 028 - Golf equipment, namely golf clubs, and shafts.
R9	3,652,607	July 7, 2009	IC 028 - Golf equipment, namely, golf clubs, golf heads, golf club shafts.
BURNER PLUS	3,673,923	August 25, 2009	IC 028 - Golf clubs.
BURNER	3,680,379	September 8, 2009	IC 028 - Golf balls
	3,868,743	October 26, 2010	IC 028 - golf equipment, namely, golf clubs, shafts, golf balls, golf gloves, golf club covers and golf bags.
R11	3,951,066	April 26, 2011	IC 028 - Golf equipment, namely, golf clubs, golf grips, golf club heads, golf club shafts, and golf bags.

The TaylorMade-adidas Golf Marks are used in connection with the manufacture and distribution of high quality goods in at least the categories identified above. (*See* Zuercher Decl. ¶ 5; *see also* United States Trademark Registrations of the TaylorMade-adidas Golf Marks at issue [“TaylorMade-adidas Golf Trademark Registrations”] attached as Composite Exhibit A to the Zuercher Decl.)

Plaintiffs retained Investigative Consultants to investigate the sale of counterfeit versions of Plaintiffs’ respective products by Defendants. (*See* Rogan Decl. ¶ 12; Dow Decl. ¶ 12; Reino Decl. ¶ 12; Hawken Decl. ¶ 12; Zuercher Decl. ¶ 12; Declaration of Brandon Tanori in Support of Plaintiffs’ Application for TRO [“Tanori Decl.”] ¶ 3.) In August 2011, Brandon Tanori (“Tanori”), an employee of Investigative Consultants, placed an order for the purchase of (i) a golf club and golf balls, both bearing the Acushnet Marks at issue via the Internet website operating under the domain name greatestgolfclubs.com; (ii) a golf club bearing the Callaway Golf Marks at issue via the Internet website operating under the domain name golfstore18.com; (iii) a golf club bearing the Cleveland Golf Marks at issue via the Internet website operating under the domain name golfsuno.com; (iv) a golf club bearing the Karsten Mark at issue via the Internet website operating under the domain name golfsuno.com; and golf clubs bearing the TaylorMade-adidas Golf Marks at issue via the Internet website operating under the domain name golfsales365.com. (*See* Tanori Decl. ¶¶ 4-8 and Composite Exhibit A through E attached thereto.) Tanori finalized his purchase of the TaylorMade-adidas Golf branded golf clubs using PayPal to the PayPal account identified as “expectation60@hotmail.com,” and he received a receipt for his payment identifying Tang Hainan¹ as the merchant and providing the transaction

¹ The merchant’s name identified on the PayPal receipt for the Taylor Made branded golf clubs purchased via golfsales365.com, 唐海南, is translated into English as Tang Hainan. (*See* Gaffigan Decl. ¶ 10.)

identification number, 24D54351EW650224G. (*See* Tanori Decl. ¶ 8 and Composite Exhibit E attached thereto; Declaration of Stephen M. Gaffigan in Support of Plaintiffs' Application for TRO ["Gaffigan Decl."] ¶ 10.) Each of Tanori's purchases was processed entirely online, and he received confirmation of his purchases via e-mail. (*See* Tanori Decl. ¶¶ 4-8 and Composite Exhibit A through E attached thereto.)

Thereafter, the golf club and golf balls bearing Plaintiffs' individual trademarks purchased by Tanori were inspected by Plaintiffs' respective representatives, and each determined the items to be non genuine, unauthorized versions of Plaintiffs' respective products. (*See* Rogan Decl. ¶ 14; Dow Decl. ¶ 14; Reino Decl. ¶ 14; Hawken Decl. ¶ 14; Zuercher Decl. ¶ 14.) Additionally, Plaintiffs' representatives each reviewed and visually inspected the items bearing Plaintiffs' respective trademarks offered for sale on the Internet websites operating under the relevant Subject Domain Names and determined the products were unauthorized, non-genuine versions of Plaintiffs' respective products. (*See* Rogan Decl. ¶ 15; Dow Decl. ¶ 15; Reino Decl. ¶ 15; Hawken Decl. ¶ 15; Zuercher Decl. ¶ 15.)

Based on the investigations, Plaintiffs allege Defendants have advertised, offered for sale, and/or sold at least (i) golf clubs, golf balls, golf bags, and golf gloves bearing counterfeit and infringing trademarks which are exact copies of the Acushnet Marks; (ii) golf clubs, golf balls, golf bags, golf shoes, golf towels, and caps bearing counterfeit and infringing trademarks which are exact copies of the Callaway Golf Marks; (iii) golf clubs bearing counterfeit and infringing trademarks which are exact copies of the Cleveland Golf Marks; (iv) golf clubs bearing counterfeit and infringing trademarks which are exact copies of the Karsten Mark; and (v) golf clubs, golf putters, golf balls, golf bags, umbrellas, and caps bearing counterfeit and infringing trademarks which are exact copies of the TaylorMade-adidas Golf Marks. (*See* Rogan Decl. ¶¶

11-17; Dow Decl. ¶¶ 11-17; Reino Decl. ¶¶ 11-17; Hawken Decl. ¶¶ 11-17; Zuercher Decl. ¶¶ 11-17; Tanori Decl. ¶¶ 4-8 and Composite Exhibits A through E attached thereto; Gaffigan Decl. ¶¶ 2-4, and Exhibits B and C attached thereto; *see also* relevant web pages from Defendants' Internet websites operating under the Subject Domain Names ["Defendants' Websites"] attached as Composite Exhibit A to the Gaffigan Decl.) Defendants are not now, nor have they ever been, authorized or licensed to use, reproduce, or make counterfeits, reproductions, and/or colorable imitations of the Acushnet Marks, Callaway Golf Marks, Cleveland Golf Marks, Karsten Mark, and TaylorMade-adidas Golf Marks (collectively "Plaintiffs' Marks"). (*See* Rogan Decl. ¶ 11; Dow Decl. ¶ 11; Reino Decl. ¶ 11; Hawken Decl. ¶ 11; Zuercher Decl. ¶ 11.)

II. Conclusions of Law

The declarations Plaintiffs submitted in support of their *Ex Parte* Application for TRO support the following conclusions of law:

A. Plaintiffs have a very strong probability of proving at trial that consumers are likely to be confused by Defendants' advertisement, promotion, sale, offer for sale, and/or distribution of golf equipment and related goods bearing counterfeits, reproductions, and/or colorable imitations of Plaintiffs' Marks, and that the products Defendants are selling are copies of Plaintiffs' respective products that bear copies of the Acushnet Marks on golf clubs, golf balls, golf bags, and golf gloves, the Callaway Golf Marks on golf clubs, golf balls, golf bags, and golf gloves, the Cleveland Golf Marks on golf clubs, the Karsten Mark on golf clubs, and the TaylorMade-adidas Golf Marks on golf clubs, golf putters, golf balls, golf bags, umbrellas, and caps.

B. Because of the infringement of the Plaintiffs' Marks, Plaintiffs are likely to suffer immediate and irreparable injury if a temporary restraining order is not granted. It clearly

appears from the following specific facts, as set forth in Plaintiffs' Complaint, *Ex Parte* Application for TRO, and accompanying declarations on file, that immediate and irreparable loss, damage, and injury will result to Plaintiffs and to consumers before Defendants can be heard in opposition unless Plaintiffs' request for *ex parte* relief is granted:

1. Defendants are operating Internet businesses which advertise, offer for sale, and sell, at least golf clubs, golf balls, golf bags, and golf gloves bearing counterfeit and infringing trademarks in violation of Acushnet's rights; golf clubs, golf balls, golf bags, golf shoes, golf towels, and caps bearing counterfeit and infringing trademarks in violation of Callaway Golf's rights; golf clubs bearing counterfeit and infringing trademarks in violation of Cleveland Golf's rights; golf clubs bearing counterfeit and infringing trademarks in violation of Karsten's rights; and golf clubs, golf putters, golf balls, golf bags, umbrellas, and caps bearing counterfeit and infringing trademarks in violation of TaylorMade-adidas Golf's rights;

2. There is good cause to believe that more counterfeit and infringing products bearing Plaintiffs' respective trademarks will appear in the marketplace; that consumers may be misled, confused, and disappointed by the quality of these products; and that Plaintiffs may suffer loss of sales for their respective genuine products;

3. There is good cause to believe that if Plaintiffs proceed on notice to Defendants on this *Ex Parte* Application for TRO, Defendants can easily and quickly transfer the registrations for many of the Subject Domain Names, or modify registration data and content, change hosts, and redirect traffic to other websites, thereby thwarting Plaintiffs' ability to obtain meaningful relief;

4. The balance of potential harm to Defendants in restraining their trade in counterfeit and infringing branded goods if a temporary restraining order is issued is far

outweighed by the potential harm to Plaintiffs, their respective reputations, and goodwill as a manufacturer of high quality products if such relief is not issued; and

5. The public interest favors issuance of the temporary restraining order in order to protect Plaintiffs' trademark interests and protect the public from being defrauded by the palming off of counterfeit goods as genuine goods of the respective Plaintiffs.

C. Under 15 U.S.C. § 1117(a), Plaintiffs may be entitled to recover, as an equitable remedy, the illegal profits gained through Defendants' distribution and sales of goods bearing counterfeits and infringements of Plaintiffs' Marks. *See Reebok Int'l, Ltd. v. Marnatech Enters., Inc.*, 970 F.2d 552, 559 (9th Cir. 1992) (quoting *Fuller Brush Products Co. v. Fuller Brush Co.*, 299 F.2d 772, 777 (7th Cir. 1962) ("An accounting of profits under § 1117(a) is not synonymous with an award of monetary damages: '[a]n accounting for profits . . . is an equitable remedy subject to the principles of equity.'").)

D. Requesting equitable relief "invokes the district court's inherent equitable powers to order preliminary relief, including a restrain of assets, in order to assure the availability of permanent relief." *Levi Strauss & Co. v. Sunrise Int'l Trading Inc.*, 51 F.3d 982, 987 (11th Cir. 1995) (citing *Federal Trade Commission v. United States Oil and Gas Corp.*, 748 F.2d 1431, 1433-34 (11th Cir. 1984)).

E. In light of the inherently deceptive nature of the counterfeiting business, and Defendants' blatant violation of the federal trademark laws, Plaintiffs have good reason to believe Defendants will hide or transfer their ill-gotten assets beyond the jurisdiction of this Court unless those assets are restrained.

Accordingly, after due consideration, it is

ORDERED AND ADJUDGED that Plaintiffs' *Ex Parte* Application for a Temporary Restraining Order and Order Restraining Transfer of Assets Tied to the Counterfeiting Operation is hereby **GRANTED** as follows:

(1) Each Defendant, their officers, directors, employees, agents, subsidiaries, distributors, and all persons in active concert or participation with them having notice of this Order are hereby temporarily restrained:

- a. From manufacturing, importing, advertising, promoting, offering to sell, selling, distributing, or transferring any products bearing the Acushnet Marks, Callaway Golf Marks, Cleveland Golf Marks, Karsten Mark, and/or TaylorMade-adidas Golf Marks, or any confusingly similar trademarks, other than those actually manufactured or distributed by Plaintiffs; and
- b. From secreting, concealing, destroying, selling off, transferring, or otherwise disposing of: (i) any products, not manufactured or distributed by Plaintiffs, bearing the Acushnet Marks, Callaway Golf Marks, Cleveland Golf Marks, Karsten Mark, and/or TaylorMade-adidas Golf Marks, or any confusingly similar trademarks; or (ii) any evidence relating to the manufacture, importation, sale, offer for sale, distribution, or transfer of any products bearing the Acushnet Marks, Callaway Golf Marks, Cleveland Golf Marks, Karsten Mark, and/or TaylorMade-adidas Golf Marks, or any confusingly similar trademarks.

(2) Each Defendant, their officers, directors, employees, agents, subsidiaries, distributors, and all persons in active concert or participation with them having notice of this Order shall immediately discontinue the use of the Acushnet Marks, Callaway Golf Marks, Cleveland Golf Marks, Karsten Mark, and/or TaylorMade-adidas Golf Marks or any confusingly similar trademarks, on or in connection with all Internet websites owned and operated, or controlled by them, including the Internet websites operating under the Subject Domain Names;

(3) Each Defendant, their officers, directors, employees, agents, subsidiaries, distributors, and all persons in active concert or participation with them having notice of this

Order shall immediately discontinue the use of the Acushnet Marks, Callaway Golf Marks, Cleveland Golf Marks, Karsten Mark, and/or TaylorMade-adidas Golf Marks, or any confusingly similar trademarks within domain name extensions, metatags or other markers within website source code, from use on any webpage (including as the title of any web page), any advertising links to other websites, from search engines' databases or cache memory, and any other form of use of such terms which is visible to a computer user or serves to direct computer searches to websites registered by, owned, or operated by each Defendant, including the Internet websites operating under the Subject Domain Names;

(4) Each Defendant shall not transfer ownership of the Subject Domain Names during the pendency of this Action, or until further Order of the Court;

(5) The domain name Registrars for the Subject Domain Names are directed to transfer to Plaintiffs' counsel, for deposit with this Court, domain name certificates for the Subject Domain Names;

(6) The Registrars and the top-level domain (TLD) Registries for the Subject Domain Names, within ten (10) days of receipt of this Temporary Restraining Order, shall caused to be changed or change the registrar of record for the Subject Domain Names to a holding account with the United States based Registrar, GoDaddy.com, Inc. Upon transfer of control over the Subject Domain Names into the holding account, GoDaddy.com, Inc. will hold the registrations for the Subject Domain Names in trust for the Court during the pendency of this action. Additionally, GoDaddy.com, Inc. shall immediately update the Domain Name System ("DNS") data it maintains for the Subject Domain Names, which links the domain names to the IP addresses where their associated websites are hosted, to NS1.MEDIATEMPLE.NET and NS2.MEDIATEMPLE.NET, which will cause the domain names to resolve to the website where

a copy of the Complaint, Summonses, Temporary Restraining Order, and other documents on file in this action are displayed. Alternatively, GoDaddy.com, Inc. may institute a domain name forwarding which will automatically redirect any visitor to the Subject Domain Names to the following Uniform Resource Locator (“URL”) <http://www.servingnotice.com/hainan/index.html> whereon a copy of the Complaint, Summonses, Temporary Restraining Order, and other documents on file in this action are displayed. After GoDaddy.com, Inc. has effected this change the Subject Domain Names shall be placed on Lock status, preventing the modification or deletion of the domains by the registrar or Defendants;

(7) Plaintiffs may enter the Subject Domain Names into Google’s Webmaster Tools and cancel any redirection of the domains that have been entered there by Defendants which redirect traffic to the counterfeit operations to a new domain name and thereby evade the provisions of this Order;

(8) Each Defendant shall preserve copies of all their computer files relating to the use of any of the Subject Domain Names and shall take all steps necessary to retrieve computer files relating to the use of the Subject Domain Names that may have been deleted before the entry of this Order;

(9) Upon receipt of notice of this Order, PayPal, Inc. (“PayPal”) and its related companies and affiliates shall immediately freeze all PayPal accounts related to the PayPal account recipient “expectation60@hotmail.com” and any other related accounts of the same customer;²

(10) PayPal shall also immediately divert to a holding account for the trust of the Court all funds currently in, or which during the pendency of this Order come in to, all PayPal accounts

² PayPal is licensed to do business in the State of Florida by the Florida Office of the Controller and is therefore subject to personal jurisdiction in this Court. (See Gaffigan Decl. ¶ 11 and Exhibit F attached thereto.)

related to the PayPal account recipient "expectation60@hotmail.com" and any other related accounts of the same customer;

(11) PayPal shall further, within five days of receiving this Order, provide Plaintiffs' counsel with all data which identifies the PayPal accounts frozen as well as an accounting of the funds in the frozen accounts. Such freezing of the accounts and the disclosure of the related financial institution account information shall be made without notice to the account owners or the financial institutions until further order of this Court. PayPal shall receive and maintain this Order and its contents as confidential until further order of this Court

(12) This Temporary Restraining Order shall remain in effect until the date for the hearing on the Motion for Preliminary Injunction set forth below, or until such further dates as set by the Court or stipulated to by the parties;

(13) Pursuant to 15 U.S.C. § 1116(d)(5)(D), Plaintiffs shall post a bond in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00), as payment of damages to which Defendants may be entitled for a wrongful injunction or restraint. Plaintiffs shall post the bond prior to requesting the Registry to transfer control of the Subject Domain Names;

(14) A hearing is set before this Court in the United States Courthouse located at 400 North Miami Avenue, Miami, Florida 33128, Courtroom 12-4, on _____, 2011, at _____, or at such other time that this Court deems appropriate, at which time Defendants and/or any other affected persons may challenge the appropriateness of this Order and move to dissolve the same and at which time the Court will hear argument on Plaintiffs' requested preliminary injunction;

(15) Plaintiffs shall serve a copy of the *Ex Parte* Application for TRO and this Order on Defendants via their known e-mail addresses; specifically the e-mail addresses provided by Defendants to the Registrars responsible for the Subject Domain Names:

02054975162@tom.com, 3841220@qq.com, agolf@gmail.com, banghaoxman@hotmail.com,
ca50179@gmail.com, downzq87@gmail.com, easybuygolf@gmail.com,
golfsales365@gmail.com, idealgolfclubs.com@domainsbyproxy.com, mbtflygogo@gmail.com,
mygolfpurchase@gmail.com, proxy2603679@1and1-private-registration.com,
roger.coo@hotmail.com, service@golddiscount.com, service@golfdiscountdirect.com,
sssqw@122.cc, tklink099@googlemail.com, xhct105@gmail.com, xhct105@hotmail.com,
xiefengboy@hotmail.com, yoyohai071@gmail.com, and zhangxing@126.com; and the e-mail
addresses Defendants used to communicate with Plaintiffs' investigator:
service@greatestgolfclubs.com, service@golfstore18.com, sunogolf@gmail.com, and
service@golfsales365.com. In addition, Plaintiffs shall post a copy of the *Ex Parte* Application
for TRO and this Order on the website located at
<http://www.servingnotice.com/hainan/index.html>, upon transfer of the Subject Domain Names
into the holding account with GoDaddy.com, Inc., and such notice so given shall be deemed
good and sufficient service thereof. Any response or opposition to Plaintiffs' Motion for
Preliminary Injunction must be filed and served on Plaintiffs' counsel forty-eight (48) hours
prior to the hearing set for _____, 2011, and filed with the Court, along with Proof of Service,
on _____, 2011. Plaintiffs shall file any Reply Memorandum on or before _____,
2011. The above dates may be revised upon stipulation by all parties and approval of this Court.
Defendants are hereby on notice that failure to appear at the hearing may result in the imposition
of a preliminary injunction against them pursuant to 15 U.S.C. § 1116(d) and Fed. R. Civ. P. 65.

DONE AND ORDERED in chambers in Miami, Florida, this __ day of _____, 2011.

URSULA UNGARO
United States District Judge

SCHEDULE "A"
SUBJECT DOMAIN NAMES

1. allstockonline.com
2. buzzgolfclubs.com
3. clubsgolfsale.com
4. discountgolfclubs18.com
5. drgolfstore.com
6. easybuygolf.com
7. golfbuydiscount.com
8. golfclubcheap.com
9. golfclubsbest.com
10. golfdirect.com
11. golfequiponline.com
12. golforderonline.com
13. golfsale18.com
14. golfsales365.com
15. golfsaleus.com
16. golfsaleworld.com
17. golfseasonss.com
18. golfsmartdeal.com
19. golfstore18.com
20. golfstore365.com
21. golfstoreorder.com
22. golfsuno.com
23. golfsuper118.com
24. golfsuperprice.com
25. golfsuperstoreonline.com
26. golfsuperworld.com
27. golfwholesale365.com
28. golfwholesaleseller.com
29. golfwon.com
30. golfzone18.com
31. greatestgolfclubs.com
32. greatsnowboots.com
33. higolfclubs.com
34. hotsalegolf.com
35. idealgolfclubs.com
36. igolfnuts.com
37. istockgolf.com
38. lovegolfclubs.com
39. mygolfclubsforsale.com
40. mygolfpurchase.com
41. onlinegolf18.com
42. pickgf.com
43. pickgolfclubs.com

44. putterbuy.com
45. tmgolfclub.com
46. usdiscountgolf.com
47. usgolfsale.com
48. usgolfsale18.com
49. wgbuy.com
50. wholesalegolf118.com
51. yourgolfhomes.com

SCHEDULE B
SUBJECT DOMAIN NAMES

1. athleticsbar.com
2. bestsportinglife.com
3. comeongolf.com
4. golfheavenus.com
5. golfutilityclubs.com
6. golfworld18.com
7. lovegolfonline.com
8. prosportsoutdoor.com
9. sportingturner.com
10. sportssaleonline.com
11. taylormader9irons.org