

**BONE
MCALLESTER
NORTON P.L.L.C.**

Natalya L. Rose
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September 26, 2007

Via E-Mail goodpastureparent@comcast.net,
Facsimile (615) 254-5407
and U.S. Certified Mail
Return Receipt Requested

John Harris, Esq.
Schulman, LeRoy & Bennett
501 Union Street, 7th Floor
P.O. Box 190676
Nashville, TN 37219

Re: Website "Goodpasture Confidential"

Dear Mr. Harris:

We are writing to you on behalf of our client Goodpasture Christian School, Inc. ("the School" or "our client") and regarding the activities that you carry out on the website located at the URL <<http://www.goodpastureconfidential.com>> ("your website") and your related promotion of your website and electronic communications to the School's faculty and students.

As the enclosed pages from your website demonstrate,¹ you are engaged in providing an electronic forum under the name "Goodpasture Confidential". You describe your website as "established by individuals who have had connections with Goodpasture Christian School spanning a period of almost 40 years". Throughout your website, you use the School's name and service-marks "Goodpasture" and "Goodpasture Christian School" ("the School's Marks"). You also use the School's Marks in the domain name <[goodpastureconfidential.com](http://www.goodpastureconfidential.com)>

¹ See Schedule 1 to this letter.

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in your promotion of, and solicitations for, your website that are addressed to the School's faculty and students ("your e-mail solicitations"), and in the e-mail address from which you distribute your e-mail solicitations, <goodpastureparent@comcast.net>. You also exploit the School's Marks in the on-line advertisement for your website, which is revealed when an Internet user performs a search for "Goodpasture School" or "Goodpasture Christian School".²

As you may know, your activities constitute willful trademark infringement, trademark dilution, intentional interference with the School's business relations with its students and faculty, and a violation of state and federal statutory and common law, including 15 U.S.C. § 1051 *et seq.* and Tenn. Code Ann. §§ 47-18-104, -25-512 and -25-513. These laws authorize courts to enjoin and restrain your infringing activities, to impound and destroy all infringing articles, to make a monetary award for the damages suffered by the School, to award to the School the profits from your infringing activities, and to require you to reimburse the School for its related costs and attorneys' fees.

For these reasons, if you would like to reach an amicable resolution of these issues, you must immediately cease all use and exploitation of the School's intellectual property, including the School's Marks, and must deliver to our office, on or before **October 2, 2007**:

- 1). your written acknowledgement that you have terminated all use of the School's intellectual property, including the School's marks;
- 2). your written agreement that neither you, nor your agents, representatives or anyone under your control or direction, will, at any time, use either the School's Marks, or any other intellectual property of the School;
- 3). copies of all records pertaining to your infringing activities and the names of all involved parties;

² We enclose a copy of the results returned during one such recent search at Schedule 2.

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- 4). your written agreement to cooperate with, and to provide all necessary assistance to, the School in its investigation of any parties involved in these infringing activities;
- 5). all infringing articles and items in your possession or under your control; and
- 6). a full accounting of all profits gained as a result of this infringement on the School's intellectual property.

We look forward to a prompt and efficient resolution of this matter.

This letter is written without prejudice to our client's legal or equitable rights or remedies, all of which are expressly reserved.

Best regards,

BONE MCALLESTER NORTON PLLC

By: Natalya L. Rose
Natalya L. Rose

Enclosures: Schedules 1-2