

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF GEORGIA  
ATHENS DIVISION

WORLD WRESTLING ENTERTAINMENT, )  
INC., )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
AIR, SEA AND GROUND, INC., )  
ROCKFORD-MONTGOMERY LABS, INC. )  
And IAHL CORPORATION f/k/a )  
THREE SIXTY, INC. )

Case File No. 3:08-cv-00005

**ANSWER OF DEFENDANT ROCKFORD-MONTGOMERY LABS, INC.**

COMES NOW, Defendant Rockford-Montgomery Labs, Inc. (“Defendant”), by and through undersigned counsel, and Answers Plaintiff World Wrestling Entertainment, Inc.’s (“WWE”) Complaint as follows:

1. Defendant denies it has or does willfully refuse to pay any monies due and owing to WWE and denies it is currently exploiting WWE’s intellectual property rights.
2. Defendant admits it entered into a “Sponsorship Agreement” as described in the complaint with WWE for consideration of \$1,000,000. Any remaining material allegations in this paragraph are denied, and Defendant demands strict proof thereof.
3. Admit.
4. Admit.
5. Defendants deny they have refused to pay the balance of the debt as Defendant Air, Sea and Ground, Inc. (“ASG”) has made repeated assurances of payment as

alleged in Paragraph 24 of Plaintiff's Complaint, and deny any named Defendant continues to exploit WWE's intellectual property.

6. This paragraph presents a legal conclusion; to the extent that any material allegations are contained in this paragraph, Defendant denies and demands strict proof thereof.
7. Defendant is without knowledge to admit or deny the allegations of this paragraph and therefore denies same and demands strict proof thereof.
8. Admit.
9. Admit.
10. Defendant is without knowledge to admit or deny the allegations of this paragraph and therefore denies same and demands strict proof thereof.
11. Admit.
12. Admit.
13. Admit.
14. Defendant is without knowledge to admit or deny the allegations of this paragraph and therefore denies same and demands strict proof thereof.
15. Defendant is without knowledge to admit or deny the allegations of this paragraph and therefore denies same and demands strict proof thereof.
16. Defendant is without knowledge to admit or deny the allegations of this paragraph and therefore denies same and demands strict proof thereof.
17. Defendant is without knowledge to admit or deny the allegations of this paragraph and therefore denies same and demands strict proof thereof.

18. Defendant is without knowledge to admit or deny the allegations of this paragraph and therefore denies same and demands strict proof thereof.
19. Defendant admits that, through ASG, it markets 360 OTC<sup>TM</sup>, a line of FDA over-the-counter (OTC) approved pharmaceuticals, including a pain reliever/fever reducer, and alertness aid, which are sold in various retail outlets. Defendant denies any remaining material allegations and demands strict proof thereof.
20. Defendant admits entering into both the Sponsorship Agreement and the amendment to that agreement on the dates specified. Defendant is without sufficient information to admit or deny any allegations pertaining to Air, Sea and Ground, Inc., and therefore denies same and demands strict proof thereof.
21. Admit.
22. Defendant admits being granted a license to use WWE Intellectual Property in the manner described. Defendant is without sufficient information to admit or deny any allegations pertaining to Air, Sea and Ground, Inc., and therefore denies same and demands strict proof thereof.
23. Defendant is without sufficient information to admit or deny any allegations pertaining to Air, Sea and Ground, Inc., and therefore denies same and demands strict proof thereof.
24. Admit.
25. Deny.
26. This paragraph presents a legal conclusion; to the extent that any material allegations are contained in this paragraph, Defendant denies and demands strict proof thereof.

27. Deny.

28. Deny.

29. Deny.

30. This paragraph presents a legal conclusion; to the extent that any material allegations are contained in this paragraph, Defendant denies and demands strict proof thereof.

31. Deny.

32. Deny.

33. The answers in the preceding paragraphs are incorporated herein by reference.

34. Defendant admits being a party to the Sponsorship Agreement. Defendant is without sufficient information to admit or deny any allegations pertaining to Air, Sea and Ground, Inc., and therefore denies same and demands strict proof thereof.

35. Deny.

36. Defendant is without sufficient information to admit or deny any allegations pertaining to Air, Sea and Ground, Inc., and therefore denies same and demands strict proof thereof.

37. Admit.

38. This paragraph presents a legal conclusion; to the extent that any material allegations are contained in this paragraph, Defendant denies and demands strict proof thereof.

39. Deny.

40. Deny.

41. Deny.

42. The answers set forth above are incorporated herein by reference.

43. Admit.

44. Admit.

45. Deny.

46. The answers set forth above are incorporated herein by reference.

47. Deny.

48. Deny.

WHEREFORE, Defendant respectfully requests that this Court enter judgment in its favor and against Plaintiff on all counts in the Complaint, that the Court award Defendant its costs, expenses, and reasonable attorneys' fees incurred in this action, and any other relief this Court deems fair and equitable.

Respectfully submitted, this the 20<sup>th</sup> of February, 2008.

**Attorney for Defendants**  
Air, Sea, and Ground, Inc.,  
Rockford-Montgomery Labs, Inc.  
By: /s/ Gary L. Coulter  
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**CERTIFICATE OF SERVICE**

I do hereby certify that I have on this the 20th day of February, 2008 served a copy of the Answer of Defendant Rockford-Montgomery Labs, Inc. to the following ECF participants via the ECF system.

Celeste McCollough  
CHOREY, TAYLOR & FEIL  
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*ATTORNEY FOR DEFENDANT*

/s/ GARY L. COULTER  
OF COUNSEL