IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
GREENBELT DIVISION

PUTT-PUTT, LLC	)	
	)	
PLAINTIFF	)	
	)	
V.	)	
	)	
416 CONSTANT FRIENDSHIP, LLC	)	CIVIL ACTION No. 8:12-cv-3018-AW
ET AL	)	
	)	
DEFENDANTS	)	

DEFENDANT 416 CONSTANT FRIENDSHIP'S SUPPLEMENTAL REPLY IN OPPOSITION TO PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

Defendant, 416 Constant Friendship, LLC ("416 CF") by and through its counsel of record, respectfully submits this Supplemental Reply in opposition to Plaintiff's Motion for Summary Judgment.

SUMMARY OF THE ARGUMENT

Summary judgment should not be granted for Plaintiff on any of its claims. There are material and genuine issue of dispute as to whether Plaintiff is entitled to trademark protection based on the facts in this case and at law. As stated in Plaintiff's brief in support of its Motion for Summary Judgment under Rule 56, summary judgment is appropriate where the movant "shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(a); *see also Celotex Corp. v. Catrett,* 477 U.S. 317, 322 (1986); *Francis v. Booz, Allen & Hamilton, Inc.,* 452 F .3d 299, 302 (4th Cir. 2006) .. A material fact is one "that might affect the outcome of the suit under the governing law."

Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248 (1986). A dispute of material fact is only "genuine" if sufficient evidence favoring the nonmoving party exists for the trier of fact to return a verdict for that part)'. *Id.* at 248-49.

In the matter at bar, there are material facts in dispute as follows:

1. Plaintiff has failed to present any factual evidence to establish that Defendant, 416 Constant Friendship, LLC, is the operator of the arcade business located at 416 Constant Friendship Boulevard, Bel Air, MD or has any connection to the business conducted in that property.

2. Plaintiff has failed to present any factual evidence to establish that Defendant, 416 Constant Friendship, LLC, has used Plaintiff's mark to advertise or promote a business. The material attached in support of the Declaration of David Callahan, is insufficient to show a nexus between Defendant 416 CF and the operation of an arcade business. All of the material submitted by Plaintiff in support of its claim are screen shots which have been printed off the internet, without date or any attribution to the Defendant 416 CF.

a. Groupon screen shot, is an undated image that refers to Putt Putt Fun Center – Abingdon. Nothing in the advertisement suggests that there is a link between this material and the Defendant 416 CF. Considering that a licensed Putt-Putt operator, the Mottley Group conducted an arcade business from this location Plaintiff has failed to factually demonstrate a link to Defendant 416CF. Indeed it is possible that prior to its filing for bankruptcy that the Mottley Group arranged for the placement of the Groupon material.

b. Facebook screen shot is an generic image for the Putt Putt Fun Center, nothing in the advertisement suggests that there is a link between this material and the Defendant 416 CF. Considering that a licensed Putt-Putt operator, the Mottley Group conducted an arcade business from this location Plaintiff has failed to factually demonstrate a link to Defendant 416CF. Indeed it is possible that prior to its filing for bankruptcy that the Mottley Group arranged for the placement of the Baltimore Sun material.

c. Baltimore Sun screen shot is an undated image for the Putt Putt Fun Center, nothing in the advertisement suggests that there is a link between this material and the Defendant 416 CF.

Considering that a licensed Putt-Putt operator, the Mottley Group conducted an arcade business from this location Plaintiff has failed to factually demonstrate a link to Defendant 416CF. Indeed it is possible that prior to its filing for bankruptcy that the Mottley Group arranged for the placement of the Baltimore Sun material.

d. Superpages.com Sun screen shot is an undated image for the Putt Putt American Fun Center, nothing in the advertisement suggests that there is a link between this material and the Defendant 416 CF. Considering that a licensed Putt-Putt operator, the Mottley Group conducted an arcade business from this location Plaintiff has failed to factually demonstrate a link to Defendant 416CF. Indeed it is possible that prior to its filing for bankruptcy that the Mottley Group arranged for the placement of the Baltimore Sun material.

3. Plaintiff 's brand "Putt-Putt" has become a generic term for mini-golf miniature golf and other forms of the miniature version of the sport of golf, in the same way that "Ping Pong" became a generic term for table tennis, "Rollerblade" has become a generic term for in-line skating, and "Durex" has become a generic term for a condom.

4. In addition, Plaintiff failed to enforce its licensing agreement with the Mottley Group, LLC ("Mottley Group") which operated an authorized Putt-Putt franchise at the location, and is therefore barred by laches from making this claim.

5. Defendant, abandoned its application for a trademark upon the initial notice that it possibly conflicted with Plaintiff's mark.

Wherefore, Plaintiff is not entitled to summary judgment because there are genuine factual disputes between the related goods and services in appearance, sound and connotation in the marks.

I. PLAINTIFF HAS FAILED TO ESTABLISH A FACTUAL LINK BETWEEN DEFENDANT 416 CF AND AN ARCADE BUSINESS LOCATED AT 416 CONSTANT FRIENDSHIP BLVD, ABINGDON, MD.

In order to prevail on a trademark infringement claim, a plaintiff must establish that "it has a valid mark that is entitled to protection under the Lanham Act; and that the Defendant used the mark, in commerce, in connection with the sale or advertising of goods or services, without the plaintiff's consent. See, *1-800 Contacts, Inc v WhenU.Com, Inc*, 414 F 3d 400, 406 -07 (2d Cir. 2005) (quoting 15 U.S.C. §1114(1)(a).

Indeed, as the court stated in *Holiday Inns v. 800 Reservation*, 86 F. 3d 6019 (6th Cir. 1996), "the defendants' use of a protected mark is a prerequisite to the finding of a Lanham Act violation." Here, the Plaintiff throws mud on a wall, asserting that Defendant, 416 CF, has used the Plaintiff's mark, without any factual linkage to show that it actually has. The court must first find that the Defendant has made an actual use of the Plaintiff's trade mark. See *Miss Dig Sys., Inc v. Power Plus Eng'g Inc.*, 944 F. Supp. 600, 602 (E.D. Mich. 1996) (As the language of these statutory provisions shows... the court must first find that the defendant ... has made an actual "use" of the plaintiff's trademark. In the absence of this preliminary finding, there can be no liability for trademark infringement or unfair competition under the Lanham Act.")

In the case at bar Plaintiff has failed to present any factual evidence to establish that Defendant, 416 Constant Friendship, LLC, has used the mark. Plaintiff has failed to present any evidence that Defendant, 416 CF, is the operator of the arcade business located at 416 Constant Friendship Boulevard, Bel Air, MD or has any connection to the business conducted in that property. According to records maintained by the Maryland State Department of Assessments and Taxation, Defendant 416 CF principal office is located at 19110 Montgomery Village Avenue, Gaithersburg, MD 20886. There is no record to indicate that Defendant 416 CF is the operator of the arcade business located at 416 Constant Friendship Boulevard, Bel Air, MD or has any connection to the business conducted in that property. Exhibit A

Plaintiff has failed to present any factual evidence to establish that Defendant, 416 Constant Friendship, LLC, is the operator of the arcade business located at 416 Constant Friendship Boulevard, Bel Air, MD or has any connection to the business conducted in that property. According to records maintained by the Maryland State Department of Assessments and Taxation, the owner of the property located at 416 Constant Friendship, Abingdon, MD is the Mottley Group, LLC. Exhibit B.

Plaintiff has failed to present any factual evidence to establish that Defendant, 416 Constant Friendship, LLC, is the operator of the arcade business located at 416 Constant Friendship Boulevard, Bel Air, MD or has any connection to the business conducted in that property. According to the Land Records of Harford County the property located at 416 Constant Friendship, Abingdon, MD was transferred to the Mottley Group, LLC, as grantee on April 1, 2002, and recorded in the Land Records of Harford County Maryland in Liber 3921, folio 0001. A diligent search of the land records of Harford County confirms that the Mottley Group, LLC remains the owner of record. Exhibit C.

II. PLAINTIFF HAS FAILED TO PRESENT ANY FACTUAL EVIDENCE TO ESTABLISH THAT DEFENDANT, 416 CONSTANT FRIENDSHIP, LLC, HAS USED PLAINTIFF'S MARK TO ADVERTISE OR PROMOTE A BUSINESS.

Plaintiff has failed to present any factual evidence to establish that Defendant, 416 Constant Friendship, LLC, has used Plaintiff's mark to advertise or promote a business. The material attached in support of the Declaration of David Callahan, is insufficient to show a nexus between Defendant 416 CF and the operation of an arcade business. All of the material submitted by Plaintiff in support of its claim are screen shots which have been printed off the internet, without date or any attribution to the Defendant 416 CF.

a. Groupon screen shot, is an undated image that refers to Putt Putt Fun Center – Abingdon. Nothing in the advertisement suggests that there is a link between this material and the Defendant 416 CF. Considering that a licensed Putt-Putt operator, the Mottley Group conducted an arcade business from this location

Plaintiff has failed to factually demonstrate a link to Defendant 416CF. Indeed it is possible that prior to its filing for bankruptcy that the Mottley Group arranged for the placement of the Groupon material.

b. Facebook screen shot is an generic image for the Putt Putt Fun Center, nothing in the advertisement suggests that there is a link between this material and the Defendant 416 CF. Considering that a licensed Putt-Putt operator, the Mottley Group conducted an arcade business from this location Plaintiff has failed to factually demonstrate a link to Defendant 416CF. Indeed it is possible that prior to its filing for bankruptcy that the Mottley Group arranged for the placement of the Baltimore Sun material.

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d. Superpages.com Sun screen shot is an undated image for the Putt Putt American Fun Center, nothing in the advertisement suggests that there is a link between this material and the Defendant 416 CF. Considering that a licensed Putt-Putt operator, the Mottley Group conducted an arcade business from this location Plaintiff has failed to factually demonstrate a link to Defendant 416CF. Indeed it is possible that prior to its filing for bankruptcy that the Mottley Group arranged for the placement of the Baltimore Sun material.

III. PUTT- PUTT IS A GENERIC TERM AND THEREFORE NOT ELIGIBLE FOR TRADEMARK PROTECTION

In order to prevail on a trademark infringement claim, a plaintiff must establish the "it has a valid mark that is entitled to protection under the Lanham Act; and that the Defendant used the mark, in commerce, in connection with the sale or advertising of goods or services, without the plaintiff's consent. *1-800 Contacts, Inc v WhenU.Com, Inc*, 414 F 3d 400, 406 -07 (2d Cir. 2005)(quoting 15 U.S.C. §1114(1)(a).

Brand names become generic when they are so commonly used that people associate the brand name for every product of that type regardless of who manufacturers it, or who trademarked the name. The trademark becomes synonymous with a product. In this instance, Putt-Putt has become another generic term for mini-golf , miniature golf and other forms of the miniature version of the sport of golf.

Plaintiff would have this court provide trade mark protections for generic designs that are representative of all miniature golf courses. There is nothing unique about Plaintiff's design in fact according to the World Minigolf Sport Federation geometrically shaped courses of artificial materials (carpet) began to emerge during the early 20th Century, with the earliest documented mention of such a course in the June 8, 1912 edition of the *Illustrated London News.* Over the past century, miniature golf has gained worldwide popularity as an amusement game and as a professional sport.

So common, and so associated is the term Putt-Putt and miniature golf that a simple internet search of "miniature golf" linked to a "wikiHow" site that is a do it yourself guide described as "How to Build Your Own Putt Putt Course in your Backyard." Exhibit D. The plans describe how the average person is capable of constructing "your own putt putt course."

As further evidence that Plaintiff's mark has become interchangeable with miniature golf, and therefore generic is the manner in which the public associates the two terms. Readily searchable when searching the term miniature golf was a link to a YouTube video described as "site as Greatest putt-putt shot of all time. Water fountain floating golf ball to hole-in-one. This happened at Congo River golf in Orlando, FL by the University of Central Florida." http://www.congoriver.com, **Uploaded on** Jan 21, 2011, http://www.facebook.com/kylecoxmusic. This particular video, shows individuals playing miniature golf at an arcade that could be anywhere in America, but it describes the game being

played as "the greatest putt putt shot of all time," because the individual who uplinked the video equates miniature golf and putt putt golf as one in the same without distinction.

Under the heading of where to play mini golf in NYC, an internet search identified two instances where the term "putt putt" is used to describe the game of miniature golf.

- Brooklyn Golf Center –Marine Park, "This lovely 18-hole putt putt course is part of a larger complex that features a grown-up golf, a driving range and a pro shop. …"(Exhibit E)(emphasis added)
- The Greenwich Village Country Club – Union Square, described as "NYC's only indoor min-golf course isn't really aimed at families, although they are welcome to play on weekend afternoons. Located above the Union Square Bowlmor, this club-like play spot boasts shuffleboard, bocce, a bar and putt putt golf…"(Exhibit E)(emphasis added)

In each of these advertisements like many others, putt putt is used not as a defined term, not as a brand name, and not as trademark. The term putt putt is used generically to describe a miniature golf game played with a golf ball and a golf club called a "putter".

Plaintiff's mark is no longer recognized by relevant consumers as distinguishing the goods or services of one party from those of others. Putt Putt has become associated by consumers as the name of a product, that product being miniature golf. A trademark or service that becomes generic is no longer entitled to protection, *Park'N Fly, Inc. V. Dollar Park and Fly, Inc.*, 469 U.S. 189, 194, 105 S. Ct. 658, 661, 83 L. Ed. 2d 582 (1985). The public no longer identifies any distinction between miniature golf and put putt golf, and therefore Plaintiff has lost any exclusivity over the use of "putt putt" as a trademark that it once may have had.

The following list contains marks which were originally legally protected trademarks, but which have subsequently lost legal protection as trademarks by becoming the common name of the relevant product or service, as used both by the consuming public and commercial competitors. Some marks retain trademark protection in certain countries despite being declared generic in others.

Aspirin; still a Bayer trademark name for acetylsalicylic acid in about 80 countries, including Canada and many countries in Europe, but declared generic in the U.S. , 272 F. 505 (S.D.N.Y. 1921).

Pilates was held to be a generic form of exercise, *Pilates, Inc., v. Current Concepts, Inc., 120 F. Supp. 2d 286 (S.D.N.Y.)*.

A trademark becomes generic when it no longer identifies a particular manufacturer or source of a product. When a mark becomes so common that it simply signifies the type of goods it represents, it has become generic and can no longer be protected by trademark. *A trademark or service mark that becomes generic is no longer entitled to protection. (Park 'N Fly, Inc. v. Dollar Park and Fly, Inc., 469 U.S. 189, 194, 105 S. Ct. 658, 661, 83 L. Ed. 2d 582 (1985).)*

IV. PLAINTIFF IS BARRED BY LACHES FOR ITS FAILURE TO EXERCISE ITS CONTRATCUAL REMEDIES AGAINST THE MOTTLEY GROUP.

In its motion for summary judgment, Plaintiff asserts that its licensee, the Mottley Group, LLC, had its franchise rights terminated "until last year." However, Plaintiff had full knowledge in 2010 that the Mottley Group was in default of its franchise agreement, and had knowledge that Mottley Group continued to operate while in default, yet failed to act to protect its mark.

Plaintiff's failure to assert its rights in a timely manner was unreasonable and such unreasonable delay was prejudicial to the defendant. See *Danjaq LLC V. Sony Corp.*, 263 F. 3d 942, 950 (9th Cir. 2001).

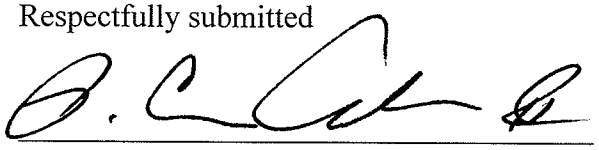
CONCLUSION

Summary judgment should not be granted for Plaintiff on any of its claims as there are material and genuine issue of dispute as to whether Plaintiff is entitled to trademark protection based on the facts in this case and at law. There is no evidence in the record that Defendant 416CF is the operator of an arcade business located at 416 Constant Friendship Blvd, Bel Air, MD. There is no evidence in the record that Defendant 416CF is the owner of the property located at 416 Constant Friendship Blvd, Bel Air, MD. Therefore, based on the above, Defendant

416CF respectfully request that this Court deny Plaintiff's motion for summary judgment in its entirety.

Dated: March 1, 2013.

Respectfully submitted

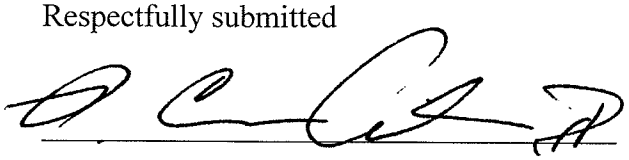


Paul Case Aiken, II, Esquire (Bar # 15246)

CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of March, 2013, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to all counsel of record.

Respectfully submitted



Paul Case Aiken, II, Esquire (Bar # 15246)

EXHIBIT A

Entity Name: 416 CONSTANT FRIENDSHIP LLC
Dept ID #: W14120695

General Information **Amendments** **Personal Property** **Certificate of Status**

Principal Office (Current):	#300 19110 MONTGOMERY VILLAGE AVE. GAITHERSBURG, MD 20886
Resident Agent (Current):	P. CASE AIKEN, II SUITE 1015 11300 ROCKVILLE PIKE ROCKVILLE, MD 20852
Status:	**ACTIVE**
Good Standing:	No **What does it mean when a business is not in good standing or forfeited?**
Business Code:	Other
Date of Formation or Registration:	05/10/2011
State of Formation:	MD
Stock/Nonstock:	N/A
Close/Not Close:	Unknown

Link Definition

General Information	General information about this entity
Amendments	Original and subsequent documents filed
Personal Property	Personal Property Return Filing Information and Property Assessments
Certificate of Status	Get a Certificate of Good Standing for this entity

Related Searches: **Microsoft Internet Information Services | IIS 7 | Internet Information Services | Internet Inf**

Maryland Department of Assessments and Taxation
Real Property Data Search (vw4.1A)
HARFORD COUNTY

Go Back
View Map
New Search
GroundRent Redemption
GroundRent Registration

Account Identifier: District - 01 Account Number - 337769

Owner Information

Owner Name:	MOTTLEY GROUP LLC	**Use:**	COMMERCIAL
		Principal Residence:	NO
Mailing Address:	416 CONSTANT FRIENDSHIP BLVD ABINGDON MD 21009-2566	**Deed Reference:**	1) /03921/ 00001 2)

Location & Structure Information

Premises Address	Legal Description
416 CONSTANT FRIENDSHIP BLVD ABINGDON 21009-0000	LOT 11 3.47 ACRES 416 CONST FRNDSHP BLVD CONST FRND BUS PK 119/15

Map	Grid	Parcel	Sub District	Subdivision	Section	Block	Lot	Assessment Area	Plat No:	119015
0061	0003E	0103		1092			11	3	Plat Ref:	

Special Tax Areas	**Town**	NONE
	Ad Valorem	
	Tax Class	

Primary Structure Built	Enclosed Area	Property Land Area	County Use
2002	12464	3.4700 AC	000000

Stories	Basement	Type	Exterior
		STORAGE WAREHOUSE	

Value Information

	Base Value	Value As Of 01/01/2012	Phase-in Assessments As Of 07/01/2012	As Of 07/01/2013
Land	1,573,500	1,853,500		
Improvements:	728,200	669,100		
Total:	2,301,700	2,522,600	2,375,333	2,448,967
Preferential Land:	0			0

Transfer Information

Seller:	EMMORTON VENTURE	**Date:**	04/03/2002	**Price:**	$1,100,000
Type:	ARMS LENGTH VACANT	**Deed1:**	/03921/ 00001	**Deed2:**	
Seller:	EMMORTON VENTURE	**Date:**	02/22/2002	**Price:**	$0
Type:	NON-ARMS LENGTH OTHER	**Deed1:**	/01215/ 01003	**Deed2:**	
Seller:		**Date:**		**Price:**	
Type:		**Deed1:**		**Deed2:**	

Exemption Information

Partial Exempt Assessments	Class	07/01/2012	07/01/2013
County	000	0.00	
State	000	0.00	
Municipal	000	0.00	0.00

Tax Exempt:	**Special Tax Recapture:**
Exempt Class:	NONE

Homestead Application Information

Homestead Application Status: No Application

410-521-0800

The Sentinel Title Corporation
File No. **01-4638-04-JM**
Tax ID # ~~P/O 01-027395~~ 01-337769
Property Address: **LOT 11 CONSTANT FRIENDSHIP, BUSINESS PARK,**

THIS DEED, made this 1st day of April, 2002, by and between **EMMORTON VENTURE, A MARYLAND GENERAL PARTNERSHIP,** party of the first part, Grantor; **and MOTTLEY GROUP, LLC**, party of the second part, Grantee.

- Witnesseth -

That in consideration of the sum of **ONE MILLION ONE HUNDRED THOUSAND DOLLARS and 00/100 ($1,100,000.00),** and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Party of the First Part does grant and convey to the said Party of the Second Part, its successors and assigns, in fee simple, all that lot of ground situate in HARFORD COUNTY, Maryland and described as follows, that is to say:

20 5- 7260- 5500

BEING KNOWN AND DESIGNATED as Lot No. 11 as shown on the plat entitled, "Final Plat – Lot 11 Constant Friendship Business Park" which plat is recorded among the Land Records of Harford County in Plat Book No. 107, folio 02.

BEING PART OF THE SAME lot of ground which by Deed dated January 26, 1984, and recorded among the Land Records of HARFORD COUNTY, in Liber No. 1215, folio 1003, was granted and conveyed by Marc J. Lipchin unto the Party of the First Part herein named.

Together with the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

To Have and To Hold the said described lot(s) of ground and premises, unto and to the use of the said, Party of the Second Part, its successors and assigns, in fee simple.

And the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property hereby granted; and that it will execute such further assurances of the same as may be requisite.

IMP FD SURE $	5.00
RECORDING FEE	20.00
RECORDATION T	7,260.00
TR TAX STATE	5,500.00
TOTAL	12,785.00
Rec# HA04	Rcpt # 92223
CGH PH	Blk # 287
Apr 03, 2002	08:50 am

EXHIBIT C

As Witness the hand and seal of said Grantor:

WITNESS:

James F X Cosgrove

EMMORTON VENTURE, a Maryland General Partnership

By: Reuben Shiling
Reuben Shiling, Managing Partner

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 1st day of April, 2002, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Reuben Shiling, Managing Partner of EMMORTON VENTURE, A MARYLAND GENERAL PARTNERSHIP, the Grantor herein, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the same for the purposes therein contained, and further acknowledged the foregoing Deed to be her act, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

JAMES F. X. COSGROVE NOTARY PUBLIC BALTIMORE COUNTY, MD.

James F X Cosgrove
Notary Public
My commission expires: 4/1/04

THIS IS TO CERTIFY that the within Deed was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

James F X Cosgrove
JAMES F. X. COSGROVE, Attorney

HARFORD COUNTY MARYLAND
TRANSFER TAX PD $ 11,000 - dae
ALL OTHER TAXES PAID 4/2/02

AFTER RECORDING, PLEASE RETURN TO:

MOTTLEY GROUP, LLC
1003 Benedict Ct.
Bel Air, MD 21014

PROPERTY PRESENTLY NOT ON WATER & SEWER SYSTEM PER: dae
DATE: 4/2/02 HARFORD COUNTY

EXHIBIT C

HA CIRCUIT COURT (Land Records) [MSA CE 54-3808] CGH 3921, p. 0002. Printed 03/01/2013. Online 06/20/2005.

EXHIBIT C

MDLandRec.net -- Search Results

Return to Search Results
55 Search Result(s) For
Corporation: MOTTLEY GROUP L L C

☑	Date Recorded	Grantor / Grantee	Instrument	Volume	Remarks
☐	04/03/2002	*Grantee:*MOTTLEY GROUP L L C	DEED	**3921/1-5**	ADLOT 11 CONSTANTFRIENDSHIP BUSINESS
☐	04/03/2002	*Grantor:*MOTTLEY GROUP L L C	DEED OF TRUST	**3921/6-30**	ADLOT 11 CONSTANTFRIENDSHIP BUSINESS
☐	04/03/2002	*Grantor:*MOTTLEY GROUP L L C	FINANCING STATEMENT	**3921/31-35**	ADLOT 11 CONSTANTFRIENDSHIP BUSINESS
☐	04/03/2002	*Grantor:*MOTTLEY GROUP L L C	DEED OF TRUST	**3921/36-60**	ADLOT 11 CONSTANTFRIENDSHIP BUSINESS
☐	04/03/2002	*Grantor:*MOTTLEY GROUP L L C	FINANCING STATEMENT	**3921/61-65**	ADLOT 11 CONSTANTFRIENDSHIP BUSINESS
☐	04/03/2002	*Grantor:*MOTTLEY GROUP L L C	DEED OF TRUST	**3921/66-90**	ADLOT 11 CONSTANTFRIENDSHIP BUSINESS
☐	04/03/2002	*Grantor:*MOTTLEY GROUP L L C	FINANCING STATEMENT	**3921/91-95**	ADLOT 11 CONSTANTFRIENDSHIP BUSINESS
☐	04/03/2002	*Grantor:*MOTTLEY GROUP L L C	ASSIGNMENT OF LEASES/RENTS	**3921/96-106**	ADLOT 11 CONSTANTFRIENDSHIP BUSINESS
☐	04/03/2002	*Grantor:*MOTTLEY GROUP L L C	2 ASMT RNT	**3921/107-116**	ADLOT 11 CONSTANTFRIENDSHIP BUSINESS
☐	04/03/2002	*Grantor:*MOTTLEY GROUP L L C	3 ASMT RNT	**3921/117-127**	ADLOT 11 CONSTANTFRIENDSHIP BUSINESS
☐	12/03/2002	*Grantor:*MOTTLEY GROUP L L C	1 AMD D/TR	**4259/689-698**	AD416 CONSTANTFRIENDSHIP
☐	12/03/2002	*Grantor:*MOTTLEY GROUP L L C	1 AMD ASMT	**4259/699-705**	AD416 CONSTANTFRIENDSHIP
☐	12/03/2002	*Grantor:*MOTTLEY GROUP L L C	1 AMD D/TR	**4259/706-713**	AD416 CONSTANTFRIENDSHIP
☐	12/03/2002	*Grantor:*MOTTLEY GROUP L L C	1 AMD ASMT	**4259/714-720**	AD416 CONSTANTFRIENDSHIP
☐	12/03/2002	*Grantor:*MOTTLEY GROUP L L C	SUBORDINATION	**4259/721-722**	AD416 CONSTANTFRIENDSHIP
☐	12/03/2002	*Grantor:*MOTTLEY GROUP L L C	DEED OF TRUST	**4259/723-732**	AD416 CONSTANTFRIENDSHIP RD,1502 S
☐	12/03/2002	*Grantor:*MOTTLEY GROUP L L C	ASSIGNMENT	**4259/733-734**	AD416 CONSTANTFRIENDSHIP RD,1502 S
☐	12/03/2002	*Grantor:*MOTTLEY GROUP L L C	AGREEMENT	**4259/753-758**	AD416 CONSTANTFRIENDSHIP RD,1502 S
☐	12/03/2002	*Grantor:*MOTTLEY GROUP L L C	AGREEMENT	**4259/759-763**	AD416 CONSTANTFRIENDSHIP RD,1502 S
☐	12/03/2002	*Grantor:*MOTTLEY GROUP L L C	FINANCING STATEMENT	**4259/764**	AD416 CONSTANTFRIENDSHIP RD,1502 S
☐	12/03/2002	*Grantor:*MOTTLEY GROUP L L C	ASSIGNMENT AGREEMENT	**4259/753-758**	AD416 CONSTANTFRIENDSHIP RD,1502 S
☐	12/03/2002	*Grantor:*MOTTLEY GROUP L L C	ASSIGNMENT AGREEMENT	**4259/759-763**	AD416 CONSTANTFRIENDSHIP RD,1502 S
☐	12/03/2002	*Grantor:*MOTTLEY GROUP L L C	FINANCING STATEMENT ASSIGNMENT	**4259/764**	AD416 CONSTANTFRIENDSHIP RD,1502 S
☐	06/05/2003	*Grantor:*MOTTLEY GROUP L L C	DEED OF TRUST	**4640/163-168**	
☐	06/12/2003	*Grantor:*MOTTLEY GROUP L L C	DEED OF TRUST	**4659/441-446**	LB11 LF107/2 SDCONSTANT FRIENDSHIP
☐	07/09/2003	*Grantor:*MOTTLEY GROUP L L C	ASSIGNMENT OF LEASES/RENTS	**4719/326-329**	
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☐	12/22/2004	*Grantee:* MOTTLEY GROUP L L C	RELEASE	**5782/72-75**	
☐	12/22/2004	*Grantee:* MOTTLEY GROUP L L C	RELEASE	**5782/72-75**	
☐	12/22/2004	*Grantee:* MOTTLEY GROUP L L C	RELEASE	**5782/72-75**	
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☐	12/22/2004	*Grantee:* MOTTLEY GROUP L L C	RELEASE	**5782/72-75**	
☐	03/04/2005	*Grantee:* MOTTLEY GROUP L L C	RELEASE	**5901/446-448**	
☐	05/03/2005	*Grantor:* MOTTLEY GROUP L L C	DEED OF TRUST	**6014/581-605**	
☐	05/03/2005	*Grantor:* MOTTLEY GROUP L L C	FINANCING STATEMENT	**6014/616-620**	
☐	06/17/2005	*Grantor:* MOTTLEY GROUP L L C	DECLARATION COVENANTS/RESTRTNS	**6104/568-574**	
☐	09/26/2005	*Grantor:* MOTTLEY GROUP L L C	DEED	**6298/1-5**	AD418 CONSTANT FRIEN
☐	09/27/2005	*Grantee:* MOTTLEY GROUP L L C	PARTIAL RELEASE	**6299/722-723**	
☐	09/27/2005	*Grantee:* MOTTLEY GROUP L L C	PARTIAL RELEASE	**6299/722-723**	
☐	09/27/2005	*Grantee:* MOTTLEY GROUP L L C	PARTIAL RELEASE	**6299/720-721**	
☐	09/28/2005	*Grantor:* MOTTLEY GROUP L L C	SUBORDINATION	**6304/43-52**	
☐	01/05/2007	*Grantor:* MOTTLEY GROUP L L C	DEED OF TRUST	**7148/508-519**	
☐	02/20/2007	*Grantee:* MOTTLEY GROUP L L C	RELEASE	**7215/138**	
☐	06/01/2007	*Grantee:* MOTTLEY GROUP L L C	RELEASE	**7381/303**	
☐	06/01/2007	*Grantee:* MOTTLEY GROUP L L C	RELEASE	**7381/303**	
☐	06/01/2007	*Grantee:* MOTTLEY GROUP L L C	RELEASE	**7381/304**	
☐	05/19/2008	*Grantor:* MOTTLEY GROUP L L C	DEED OF TRUST	**7822/691-710**	
☐	10/17/2008	*Grantor:* MOTTLEY GROUP L L C	DEED OF TRUST	**7961/488-507**	
☐	09/24/2009	*Grantor:* MOTTLEY GROUP L L C	REMOVAL & APPOINT SUB TRUSTEE	**8333/282-283**	

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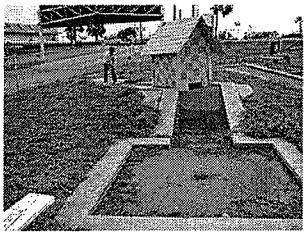
EXHIBIT C

wikiHow
to do anything

How to Build Your Own Putt Putt Course in Your Backyard

This is a guide on how to make your own putt putt course. There are many ways to build one, and this is one example.



Steps

1. **First, gather all of the materials you will need**. This is a very simple course, so the bare minimum you will need is plastic cups.
2. **Dig a hole in the ground if desired (See warning), where you wish your holes to be**. Choose spots that would make the course interesting: On the sides of hills, or next to small ponds.
3. **Once you have dug the hole, place the cups inside of the holes, if you chose to do so**.
4. **Place objects in between you and the cup**. This can include children's pools, wooden boards, anything that can be disposed of. Anything that you wouldn't mind if it was destroyed, will work.
5. **Place markers for the tee, possibly with small lines of string**.
6. **Play Putt Putt like normal**.
7. **Have fun**.It's a great family and friend game!

Tips

- This is useful if you have a larger yard. If you have a smaller yard, you can set one hole up, play a round, and then set the next hole up.
- Get three or four friends around to help you set up. This can make the experience not only much more fun, but faster. This lets you get to putting quicker.
- Aim the cup away from your home, and from the homes of others. This prevents balls from being hit "too hard" and damaging someone else's property.

Warnings

- Do not use anything fragile. Glass and porcelain are generally not recommended as materials for making objects.
- Dig in your own yard, where legal. If you do not feel comfortable digging, leave the cup on it's side, and aim for getting in to the cup from that angle.

Things You'll Need

- Putters
- Your own yard
- Small, disposable cups
- Random objects that can be washed

Related wikiHows

- How to Chip a Golf Ball a Precise Distance
- How to Avoid Hooking the Ball in Golf
- How to Make a Perfect Sand Shot
- How to Have an Overlapping Grip on Your Golf Club

EXHIBIT D

EXHIBIT E

March Go List: Best Things to Do with NYCKids this Month

New York City Winter Fun and Activity Guide

Kids Can Climb the Walls, Literally, at Bklyn Beast

Family-Friendly Fort Greene Clinton Hill Restaurants: Where to Eat with Kids in Brook...

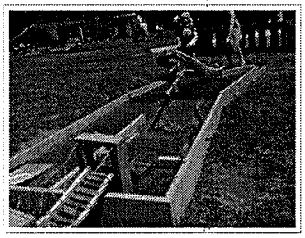
Giveaway: 10 Pirate Picture Books by Local Children's Author Carole P. Roman

Advocates for Children of New York: School Info and Education Assistance for NYC Fami...

Our Featured Guide:

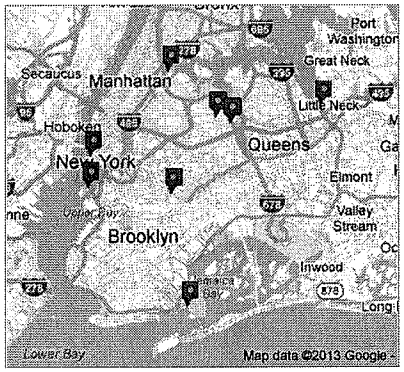
Miniature Golf Courses in NYC

NOV 3 2011 BY STEPHANIE



I admit it: Mini golf is one of those things I endure for the sake of my son. I never enjoyed it as a kid and I don't love it as an adult, but my son could play every day. I realize that for many families, mini golf is a quintessential, warm weather activity that they look forward to every year.

I used to think that we needed to head to Long Island or the Jersey Shore for putt-putt golf. Boy, was I wrong. There are ten mini-golf courses right in New York City, complete with spinning windmills, bridges, water features, you know, the works.



I'm sad to report that the South Street Seaport Water Taxi Beach Mini-Golf Course has closed, but a brand-new course has opened at Pier 25 in Hudson River Park.

Find out where else you can play mini golf in NYC. See you on the green!

Alley Pond Golf Center – **Douglaston**
232-10 Northern Boulevard
718-225-9187
Open year-round: daily 8am-9pm
$6.50 for adults, $5 for children 13 and under
Alley Pond is under new management, so don't follow the redirect link that takes you to the Randalls Island site. Until they have their site updated, call if you have questions that go beyond the hours and pricing info that we've gathered for you here. Mini-golf at this Queens center, which is run by the Parks Department, gives little golfers plenty of time to get in their nine holes with their new expanded hours. There's also a driving range and a pro shop.

Brooklyn Golf Center – **Marine Park**
3200 Flatbush Avenue
718-253-6816
Open seasonally: daily 8am-dusk
$8 for adults, $5 for children. Replays are $4 per person.
This lovely 18-hole putt-putt course is part of a larger complex that features grown-up golf, a driving range and a pro shop.

Figment 2012 Mini Golf Course – **Governors Island**
212-440-2200
Open June 9-September 23: Fridays 10am-4pm; Saturdays-Sundays 10am-6pm. The dates here are for 2012, but the hours are from 2011, we are still in process of confirming.
FREE
Arcade is the theme of the 2012 Figment Mini Golf Course, and promises asteriods, princesses and clowns. No updates on their website yet, but keep checking as the course is in the works. It is slatd to open on FIGMENT weekend, June 9-10th. This Governors Island attraction is a hit every year, not just because it's free, but due to its wildly innovative holes, all designed by artists and usually fashioned out of recycled materials.

New Post: Kids Can Climb the Walls, Literally, at Bklyn Beast: "This place is AWESOME!" My nine-year-old son p... http://t.co/q4tpm9uRW7

Kids Can Climb the Walls, Literally, at Bklyn Beast - "This place is AWESOME!" My nine-year-old son... http://t.co/7DuuTm2oM5

I have a new post on the Chevy Culture website featuring the best sledding locals from NYC to LA and everywhere... http://t.co/YEYklLcPnh

Recent Comments

Thanks for the update. We knew the gardens were slated to be demolished this year. Sad it happened early due to the hurricane.

Raven Snook

Before Hurricane Sandy, I worked at the Enid Haupt Glass Garden in the NYU medical center. The beautiful garden is no more. The building was too damaged by the storm and is being demolished. How I...

Helena Adams

This web site is awesome I have been searching all day for an after school program

Tue	Wed	Thu	Fri	Sat	Sun	Mon
26	27	28	1	2	3	4

Citi Snow Globe
Citi Pond at Bryant Park
various times

Silly Sing Along with Mike Gold
LARKcafe
10:00am

Trial Class: Arts and Crafts
RHOW_BK
10:30am

Singalong
The Moxie Spot
11:00am

Pop-up Studio
The JCC in Manhattan
2:30pm

View all events

Search events Submit an event

SUMMER ART COLONY AT CMA!

for my daughter and they break down what I need to know and where to go. Thank you

Duzzie2

We've been featured:

Flushing Meadows Golf Center – **Flushing**
100 Flushing Meadows Park
718-271-8182
Open May-October: daily 8am-midnight. November-April: 9am-dusk.
$8.25 for adults, $6.75 for children under 12
Another gorgeous spot, this 18-hole course is lined with waterfalls and exudes serenity. It's open late for older kids, and well-lit at night and quite inexpensive. Bonus: If you're heading there by car, parking is free.

The Greenwich Village County Club – **Union Square**
110 University Place between 12th and 13th Streets
212-255-8188
Saturday noon-6pm and Sunday noon-8pm
$9.95 per person
NYC's only indoor mini-golf course isn't really aimed at families, although they are welcome to play on weekend afternoons. Located above the Union Square Bowlmor, this club-like play spot boasts shuffleboard, bocce, a bar and putt-putt golf. There are even little cocktail tables located next to each of the nine holes so you can bring your drinks with you. The course is fairly easy, which makes it great for kids (and tipsy adults), and the cool-creepy animal statues were salvaged from a '50s amusement park. Yes, it's hipstery. But if you're already bowling downstairs, it's worth checking it out for a quick game. Call ahead if you are heading out just for the mini-golf, when I called to verify pricing the mini-golf was closed for the day.

Pier 25 in Hudson River Park – **Tribeca**
Most of the attractions on Pier 25, including mini-golf, are closed due to damage sustained during Hurricane Sandy. We'll update this post when the course reopens.
North Moore Street and the Hudson River
212-766-1104 x228
Open from April 15th daily in fair weather: 10am-10pm
$5 for adults, $4 for children 13 and under. Cash only.
In May, this 13,000-square-foot, 18-hole course run by Manhattan Youth opened to the public and quickly became popular with families due to it being easy, inexpensive and accessible. Even mini-golf novices should be able to complete the game in less than 20 minutes, and the holes have some cute features, like the one where your ball ends up in a stream, and floats back to the green. Plus there's a fantastic playground nearby. Only downside: There's absolutely no shade, except for the hole located in a cave.

Randall's Island Golf Center – **Randall's Island**
1 Randall's Island
212-427-5689
Open April-October: Monday 10:30am-11pm; Tuesday-Sunday 7am-11pm.
$9 for adults, $7 for children under age 12
This course is absolutely beautiful with a waterfall and lovely landscaping that makes you feel like you're far from the city. There's also a beer garden, a cute cafe and batting cages. If you don't want to take the public M35 bus (which doesn't run very often), there's a shuttle bus that runs from the Upper East Side directly to the center.

Rocket Park Mini Golf – **Flushing**
New York Hall of Science, 47-01 111th in Flushing Meadows Park
718-699-0005
Open April-June: Weekends 10am-6pm
July & August: Monday-Friday 10am-5pm, Weekends 10am-6pm
September-December: Weekends 10am-6pm
$6 for adults, $5 for children ages 2-17 in addition to regular museum admission: $11 for adults, $8 for children.
Let's state the obvious: this nine-hole course boasts two real NASA rockets, making it out-of-this-world. Kids get to explore concepts like propulsion, gravity, escape velocity, launch window and gravitational assist while playing. Forget spinning windmills; in Splash Down, players attempt to shoot their balls across the putting green into a Skee-ball-type mechanism, with a globe as its main target. The whole park is reminiscent of the Space Age '60s, making the atmosphere super cool. We often head to this museum just to hit the mini-golf course.

Staten Island Go Karts Mini Golf – **Staten Island**
215 Schmidts Lane
718-982-5576
Open mid-March-October: Mondays–Thursday 12pm–10pm; Friday 12pm-11pm, Saturday 11am-11pm, Sunday 11am-10pm
$6 per person
This complex is a very popular destination for families. In addition to mini golf, there's a ¼ mile go-kart racing track, a roller hockey rink and batting cages. The 18-hole golf course is pretty traditional, with water and sand traps that stymie players throughout. You can get coupons on their site.

For more summer fun, check out our Summer Activities Guide.

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Best Family Travel Destinations (1)
Books (76)
Camps (68)
Charming Towns (2)
Childcare (12)
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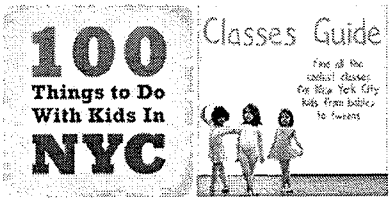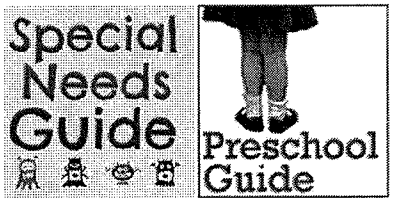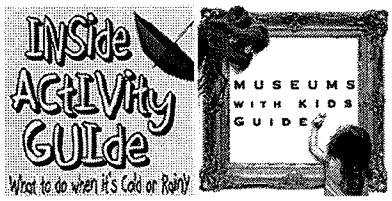
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