

WSOF Global serves cease and desist letter to Professional Fighters League

10-year license agreement in place for Asia, Africa, Europe, and Australia/Oceania



Las Vegas, Nevada Jan 21, 2022 ([IssueWire.com](https://www.issuewire.com)) - Professional Fighter's League ("PFL") was served a "Cease and Desist" notice by **WSOF Global** in conjunction with their joint 10-year license agreement. The 10-year license agreement was originally inked and approved in February 2016 by World Series of Fighting majority owner Bruce Deifik. The license agreement was assumed in full force and effect by PFL when the assets of WSOF were transferred to PFL in 2017.

The 10-year license agreement provides WSOF Global the sole and exclusive rights to all of the company's "Licensed Marks" outside of North and South America. Licensed Marks are defined as any and all trademarks, service marks, logos, insignias, designs, and all other commercial symbols which the Licensor now uses or hereafter adopts, including any marks owned or registered in the future. Those contractual rights also prohibit Licensor (PFL) with the ability to conduct no more than three (3) events per year outside of North and South America.

"We have attempted to communicate in good faith to resolve our issues with PFL," states WSOF Global President, Shawn Wright. "We have previously put PFL on notice of their many violations and breaches of our joint licensing agreement, especially after PFL continues to publicly announce plans to conduct events in Europe, Asia, and Africa. These are exclusive territories granted to our company, and PFL may not conduct more than three events per year in our territories, and must provide us at least 90 days prior written notice."

"Don Davis, Chairman of PFL, signed off on the documents listing the license agreement as being assumed by the new PFL company and we were notified as such by the corporate attorney", Wright added. "PFL now refuses to communicate with us and is in violation of our joint agreement. We have no other choice at this point but to enforce our contractual rights."

Since PFL refuses to communicate with WSOF Global, Wright is worried there may be a deeper concern at the organization. Wright continues, "At first, we were excited at the opportunity to work with the new PFL executives with the additional funding coming into the company in 2017. PFL has now raised over \$150M by their own account and they appear to have burned through most of this money; continuing to operate at a massive year-on-year loss. Were these investors made aware that PFL did not have the rights to its own trademarks in the majority of the world? Was the 10-year license agreement disclosed prior to accepting these investments? Did PFL make claims to the investors it was expanding into territories it had already licensed to WSOF Global? We may never get the answers to these questions and it is deeply concerning."

It further appears PFL was accused of engaging in "naked licensing" by refusing to communicate with WSOF Global. In general, if the trademark owner fails to exercise control over a licensee, a court will find that the trademark has been abandoned because it is a naked license. In addition, even if you just fail to monitor the licensee, this is also considered a naked license. A trademark owner may lose the rights to their trademark when engaging in naked licensing, meaning that the trademark owner loses its ability to prevent others from using that trademark.

Wright went on, "Why PFL just refuses to discuss these issues with us is just mind-boggling. Our company and staff have spent years supporting the organization, and that hard work will be in vain if PFL loses the right to protect these trademarks. Hemorrhaging money year after year is not a good

operating business model, especially since after wasting that enormous amount of money, PFL viewership is still only half of what WSOF got on NBC Sports.”

WSOF Global is the sole and exclusive licensee of all trademarks, service marks, logos, insignias, designs, and all other commercial symbols used by PFL and WSOF outside of North and South America. Media inquiries should be sent to media@wsofmma.com.



Case and Order Notice

January 20, 2022

Professional Fighters League
c/o Peter Murray
220 West 17th Street
14th Floor
New York, NY 10018

Via First Class Mail

Re: "Case and Order Notice" and continuing breach of "Consulting and Master Licensing Agreement" by PFL.

Dear Mr. Murray:

It is clear that MMA Investment Partners Inc. ("PFL," assumed, as Licensee, the above referenced Licensing Agreement despite the details and misrepresenting we have received in the past. Your former President Carlos Oliva, as well as Chin Chikil, Bruce DeSilva, and others, have represented to us that PFL is the current Licensee under the agreement and entered this agreement (concerning its full force and effect) in part of the most transfers from MMAWC (aka WSOF). Further, Chairman of PFL, Don Davis' signature appears on the documents approving the assignment of the Licensing Agreement.

The Agreement states: "Licensee Marks" means, without limitation, any and all trademarks, service marks, signs, insignias, designs, and all other commercial symbols which MMAWC (aka WSOF) or its affiliates own, control, or have the right to use in connection with MMAWC (aka WSOF) or its affiliates. MMAWC (aka WSOF) or its affiliates shall not be bound by the terms of this Agreement, and any other marks owned or controlled by MMAWC (aka WSOF) or its affiliates shall be the property of MMAWC (aka WSOF) or its affiliates and shall not be used by PFL or its affiliates without the prior written consent of MMAWC (aka WSOF) or its affiliates.

This clearly includes all of the registered marks owned by the company. PFL continues to breach the License Agreement with its refusal to acknowledge the existence of the Licensing Agreement and the rights associated thereto. This is not only a continued breach, but a violation in bad faith. PFL is only allowed to produce up to three (3) events per calendar year in the WSOF Global territory. This territory includes every

* Asset Contribution and Bank Purchase Agreement dated January 6, 2017, see schedule 3.14 listing the assignment of the Licensing Agreement.
* https://www.industrydocuments.ucsf.edu/docs/000002 page 2-2
* https://www.issuewire.com/issuewire/2022/01/20/case-and-order-notice/



country and continent outside of North and South America. PFL is required to provide thirty (30) days written notice prior to any event, and these events may not be located in a subdominant territory.

PFL is violating the License Agreement by interfering in the territories assigned to Licensee, holding unauthorized events in those territories without notice to Licensee, selling broadcast rights and merchandise, and tampering the rights of sublicensees without notice. The following PFL public press releases are a sample of the alleged breaches and anticipatory breaches in Licensee's territories:

1. PFL International Qualifier Series?
2. PFL's International Qualifier Series next step in signing the best fighters in the world?
3. Professional Fighters League To Launch PFL International Qualifier Series In Brazil?
4. PFL targets international expansion, eyes Asia, Oceania?
5. PFL appears on MMA China (CCTV) to boost "greater tangible value in the ground" for Chinese expansion?
6. Professional Fighters League set to strike its mark in Africa in 2022?

Licensee hereby again demands that PFL cease and desist any Licensee Use in the territories granted to Licensee. These territories include any and all countries in the world outside of North and South America. Licensee Use includes production, hosting, and promotion of MMA events, contracts with venues, fighters, and sponsors, production or sale of merchandise, broadcasting and distribution rights, and any and all other goods, services, and events.

Lastly, Licensee's website must include a prominent link to Licensee's website in accordance with paragraph 4 of the Licensing Agreement. PFL removed our link without

* https://www.issuewire.com/issuewire/2022/01/20/case-and-order-notice/



notice. An another breach, Licensee again demands the link be restored. PFL, clearly was preventing our company in 2017 after the same change and subsequently dropped our link.



Please consider this correspondence a continuing written notification of Licensee's breach of the License Agreement in accordance with section 7. Licensee had thirty (30) days to cure the initial breaches in Licensee's satisfaction, when notice was provided to PFL prior to the initiation of the litigation in Clark County District Court (Case A-21-12107-B). The thirty-day cure period expired and PFL failed to correct the breaches. At this time, Licensee intends to enforce its legal and equitable rights against PFL and any other third parties working in concert with PFL in violation of the Licensing Agreement.

We also hereby place PFL on notice of its duty and obligation under paragraph 10 of the Licensing Agreement to "indemnify and defend Licensee from any claims, loss, damage, or expense of any kind or nature" related to violations and damages caused by the enforcement of its License Agreement. Please be aware any officer or director that knowingly directs PFL to breach the terms of our Licensing Agreement and infringe on our rights may be held personally liable by breaching the covenant of good faith and fair dealing and breach of their fiduciary duty.

In an effort to resolve the issues and accommodate your future business efforts, Licensee will agree to negotiate with PFL, (which negotiation offer will terminate on 10)

days from the date of this letter if a mutually satisfactory agreement is not reached to purchase Licensee's rights under the Licensing Agreement. Licensee reserves the right to accept or reject any offer for any reason whatsoever in its sole discretion. These territories would be a good addition to the American that you already control, and based on your recent press releases, PFL, wants to expand into these territories.

If a mutually acceptable agreement is not reached by PFL on February 3, 2022, this offer shall be revoked and we intend to initiate and enforce the lawsuit in all territories within Europe, Asia, Africa, and Oceania. At that point, PFL will have no rights to conduct business in these regions. None of the statements herein can be considered a waiver of any rights, and Licensee reserves all rights available in law or equity.

Regards,


WSOF Global
Shawn Wright, President

Media Contact

WSOF Global

media@wsofmma.com

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Source : WSOF Global

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