

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW HAMPSHIRE**

T-Peg, Inc. and Timberpeg East, Inc.)	
)	
Plaintiff,)	
)	
v.)	No. C-03-462-M
)	
Vermont Timber Works, Inc. and Douglas Friant)	
)	
Defendants.)	

AFFIDAVIT OF RICHARD NERONI

I, Richard Neroni state as follows:

1. I am a Director of T-Peg, Inc. and Chief Operating Officer for Timberpeg East, Inc. In these capacities, I oversee and am familiar with the relationship between T-Peg, Inc. and Timberpeg East, Inc. as well as T-Peg, Inc.'s relationship with its other subsidiaries and related companies, and their businesses. I have been employed with the Timberpeg family of companies for over 20 years.

2. TIMBERPEG® is a federally registered trademark used by a family of companies to promote, design, manufacture and sell TIMBERPEG® brand post and beam home packages. T-Peg, Inc. owns the TIMBERPEG® trademark.

3. T-Peg, Inc. licenses the TIMBERPEG® trademark to a group of related companies, all owned by T-Peg, Inc. These related companies include Timberpeg East, Inc., Timberpeg Pacific, Inc., Timberpeg South, Inc., Timberpeg West, Inc., and Timberpeg Services, Inc. These Timberpeg companies use the TIMBERPEG®

trademark for the purpose of effectuating sales of TIMBERPEG® product. The related companies use the trade name, Timberpeg, to promote their common business.

4. Timberpeg East, Inc. is a wholly owned subsidiary of T-Peg, Inc., and is responsible for sales of TIMBERPEG® product in the northeast United States. Timberpeg Pacific, Inc., Timberpeg South, Inc., and Timberpeg West, Inc. are responsible for sales of TIMBERPEG® product in other regions of the United States. Timberpeg Services, Inc., also a wholly owned subsidiary of T-Peg, Inc., provides design, drafting and manufacturing services to Timberpeg East as well as other related Timberpeg companies operating in regions other than the northeast. Timberpeg Services operates solely for the benefit of Timberpeg companies and does not independently provide services to the general public or any unrelated companies.

5. T-Peg, Inc. and Timberpeg East share a common goal of promoting and selling TIMBERPEG® product – post and beam home packages. Consequently, T-Peg, Inc. and Timberpeg East have contractual agreements which define their relationship. For example, T-Peg, Inc. and Timberpeg East operate under an agreement designed to protect intellectual property while providing T-Peg and Timberpeg East the ability to use and enforce it. A copy of the agreement is attached hereto as Exhibit 1.

6. T-Peg, Inc. and Timberpeg East, Inc. have operated consistent with the terms of this agreement for over 20 years. I have been unable to locate a copy of the original written agreement, which was executed in the early 1990's. For purposes of the issue of standing raised by the Court's Order of March 28, 2008, I have attached a new copy of the agreement as Exhibit 1, which I have re-executed on behalf of T-Peg, Inc. and Timberpeg East, Inc.

7. T-Peg, Inc. and Timberpeg East, Inc. intended by this agreement for T-Peg, Inc. to co-own all copyrightable and copyrighted material produced or acquired by Timberpeg East, Inc. This is the intended meaning of the first sentence in paragraph 1 of the agreement. The parties intended that T-Peg, Inc. would register the copyrights in its own name and use the copyrights to promote the TIMBERPEG® brand product line. For this reason, the second and third sentences of the first paragraph are intended to further explain how the parties are to handle their shared rights in the copyrights with regard to use and registration. Neither T-Peg, Inc. nor Timberpeg East, Inc. intended the second and third sentences in the first paragraph of the agreement to limit the conveyance described in the first sentence.

8. The copyright for the architectural plan at issue in this action, VAu 510-781, was not knowingly or intentionally registered with the Copyright Office as containing misstatements or technical errors.

UNDER THE PAINS AND PENALTIES OF PERJURY, I STATE THAT THE ABOVE STATEMENTS ARE TRUE AND ACCURATE THE BEST OF MY KNOWLEDGE AND BELIEF.

Dated: May 12, 2008

/s/ Richard Neroni
Richard Neroni

EXHIBIT 1

CONTRACT

Timberpeg East, Inc., a New Hampshire corporation, and T-Peg, Inc., a New Hampshire corporation, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do agree and contract as follows:

1. Timberpeg East, Inc., a T-Peg, Inc. authorized licensee with authority to market and sell the TIMBERPEG® brand product line, conveys and assigns to T-Peg, Inc. co-ownership and co-claimant rights to any and all copyrightable/copyrighted material produced or acquired by Timberpeg East. Timberpeg East also conveys and assigns to T-Peg, Inc. full and complete authority to use, convey, and license said copyrightable/copyrighted material to promote the marketing, sale, design, and manufacture of the TIMBERPEG® brand product line. Timberpeg East further conveys and assigns to T-Peg, Inc. full and complete authority to register the copyright on any said copyrightable/copyrighted material in the name of T-Peg, Inc. and Timberpeg East, Inc.
2. T-Peg, Inc. conveys and assigns to Timberpeg East the non-exclusive right to use T-Peg Inc.'s copyrightable/copyrighted material to promote the marketing and sale of the TIMBERPEG® brand product line.
3. Unless terminated by either party in writing, this Contract shall automatically annually renew.

TIMBERPEG EAST, INC.

Dated: 12 May 2008

Richard Neroni
 BY: RICHARD NERONI
 Its: CHIEF OPERATING OFFICER
 Duly Authorized

T-PEG, INC.

Dated: 12 May 2008

Richard Neroni
 By: RICHARD NERONI
 Its: DIRECTOR
 Duly Authorized