

ESTTA Tracking number: **ESTTA550251**

Filing date: **07/24/2013**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Notice of Opposition

Notice is hereby given that the following parties oppose registration of the indicated application.

Opposers Information

Name	Natura Water LLC
Granted to Date of previous extension	07/24/2013
Address	222 E. Campus View Blvd. Columbus, OH 43235 UNITED STATES

Name	Patriarch Partners Agency Services, LLC
Granted to Date of previous extension	07/24/2013
Address	One Broadway New York, NY 10004 UNITED STATES

Attorney information	Melissa A. Rogers Standley Law Group LLP 6300 Riverside Dr. Dublin, OH 43017 UNITED STATES mmccurdy@standleyllp.com Phone:614-792-5555
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Applicant Information

Application No	85671413	Publication date	03/26/2013
Opposition Filing Date	07/24/2013	Opposition Period Ends	07/24/2013
Applicant	Oasis Intertrade Limited PO BOX 146, ROAD TOWN TRIDENT CHAMBERS, WICKHAMS CAY Tortola, VIRGIN ISLANDS, BRITISH		

Goods/Services Affected by Opposition

Class 032. All goods and services in the class are opposed, namely: Water beverages; mineral and aerated waters; Soft drinks; Bottled water, Drinking water
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Applicant Information

Application No	85671406	Publication date	03/26/2013
Opposition Filing Date	07/24/2013	Opposition Period Ends	

Applicant	Oasis Intertrade Limited PO BOX 146, ROAD TOWN TRIDENT CHAMBERS, WICKHAMS CAY Tortola, VIRGIN ISLANDS, BRITISH
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Goods/Services Affected by Opposition

Class 032. All goods and services in the class are opposed, namely: Water beverages; mineral and aerated waters; Soft drinks; Bottled water, Drinking water
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Grounds for Opposition

Priority and likelihood of confusion	Trademark Act section 2(d)
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Marks Cited by Opposer as Basis for Opposition

U.S. Registration No.	3300534	Application Date	08/04/2006
Registration Date	10/02/2007	Foreign Priority Date	NONE
Word Mark	NATURA		
Design Mark			
Description of Mark	The mark consists of NATURA with LEAF DESIGN.		
Goods/Services	Class 011. First use: First Use: 2005/04/19 First Use In Commerce: 2005/04/19 Devices for purification of water for human consumption		

U.S. Application/Registration No.	NONE	Application Date	NONE
Registration Date	NONE		
Word Mark	NATURA		
Goods/Services	Devices for purification of water for human consumption, water bottles		

Attachments	Notice with Exhibits.pdf(797485 bytes)
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Certificate of Service

The undersigned hereby certifies that a copy of this paper has been served upon all parties, at their address record by First Class Mail on this date.

Signature	/Melissa A. Rogers/
Name	Melissa A. Rogers
Date	07/24/2013

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

IN THE MATTER OF APPLICATION SERIAL NOS.: 85/671,413 and 85/671,406

MARKS: AZURA NATURA and AZURANATURA

PUBLISHED IN THE OFFICIAL GAZETTE ON: March 26, 2013

Natura Water, LLC
Opposer, and

Patriarch Partners Agency Services LLC
Opposer,

v.

Oasis Intertrade Limited
Applicant.

OPPOSITION NO. _____

CONSOLIDATED NOTICE OF OPPOSITION

Natura Water, LLC (“Natura”), a Delaware Limited Liability Company, having an address at 222 E. Campus View Blvd. Columbus, Ohio 43235 and Patriarch Partners Agency Services LLC (“Patriarch”), a limited liability company organized under the laws of Delaware and having an address at One Broadway, New York, NY 10004 each believes that it will be damaged by the registration of the mark shown in U.S. Application Serial No. 85/671,413 (“the ’413 Application”) and by the registration of the mark shown in U.S. Application Serial No. 85/671,406 (“the ’406 Application”), and hereby oppose the same. The time to oppose has been extended on behalf of both opposers to July 24, 2013, so this filing is timely. As grounds for opposition, Natura and Patriarch allege:

NATURA’S TRADEMARK RIGHTS

The ‘534 Registration

1. Natura Water, Inc., a Florida Corporation, filed US Trademark Application Ser. No. 76/664,100 (“the ‘100 Application’”) on August 4, 2006 to register the mark NATURA (and design).

2. The ‘100 Application was filed in International Class 11 for “Devices for Purification of Water for Human Consumption.”

3. The ‘100 Application was based on use in commerce in association with the recited goods at least as early as April 19, 2005.

4. The ‘100 Application was duly registered on the Principal Register as US Trademark Registration No. 3,300,534 (“the ‘534 Registration’”) on October 2, 2007.

5. Exhibit A shows the ‘534 Registration as issued.

6. On June 16, 2009, Natura Water, Inc. was merged into Natura Water, LLC which accordingly acquired the ‘534 Registration and Natura Water, Inc.’s rights in the NATURA mark.

7. The corresponding merger documents have been filed with the United States Patent and Trademark Office (“USPTO”) for recordation. Copies of the relevant merger documents are attached as Exhibit B.

8. The ‘534 Registration is in effect and owned by Natura.

The Natura Mark

9. Natura (including use by its predecessor Natura Water, Inc.) has been using the mark NATURA in commerce since at least as early as April 19, 2005 for “Devices for Purification of Water for Human Consumption.”

10. Natura’s use of the NATURA mark in commerce for the above-referenced goods has been continuous since at least 2005.

11. Natura has been using the NATURA mark in commerce since at least as early as December 31, 2008 for “Water Bottles.”

12. Natura’s use of the NATURA mark in commerce on water bottles has been continuous since at least December 31, 2008.

Natura’s Partnership with Oasis International

13. Natura maintains a website at www.naturawater.com (the “Natura website”).

14. The Natura website is utilized to advertise and sell Natura's goods and services.
15. The Natura website is also utilized to advertise Natura's partnership with LVD Acquisition LLC which does business as Oasis International. *See* Exhibit C which is a screen shot of the Natura Website homepage.
16. Oasis International uses the OASIS mark in commerce as associated with water cooler and water cooler-related goods and services.

PATRIARCH PARTNERS' INTERESTS IN THE NATURA MARK AND
THE '534 REGISTRATION

17. On March 5, 2008, Natura Water, Inc. executed a Security Agreement which granted Patriarch Partners a security interest in the '534 Registration.
18. The Security Agreement was recorded with the United States Patent and Trademark Office on March 7, 2008.
19. The Security Agreement granted Patriarch Partners a security interest in and to Natura's right, title, and interest in "any and all causes of action for past, present and future infringement or breach of the [NATURA mark], with the right, but not the obligation to sue for and collect, or otherwise recover, damages for such infringement or breach; and any and all proceeds for the foregoing."
20. A true and accurate copy of the Security Agreement as obtained from the USPTO is hereby attached as Exhibit D.

APPLICANT

21. On information and belief, Oasis Intertrade Limited is a company of the British Virgin Islands with an address of PO Box 146, Road Town Trident Chambers, Wickhams Cay, Tortola.
22. Applicant filed the '413 Application on July 9, 2012 for the mark AZURA NATURA.
23. The '413 Application was filed under Section 1(b) based on an "intent to use" the AZURA NATURA mark in commerce.
24. The '413 Application was filed in International Class 32 in association with "Water beverages; mineral and aerated waters; Soft drinks; Bottled Water; Drinking water".

25. The '413 Application was published for opposition in the Official Gazette of March 26, 2013.

26. Applicant filed the '406 Application on July 9, 2012, for the mark AZURANATURA.

27. The '406 Application was filed under Section 1(b) based on an "intent to use" the AZURANATURA mark in commerce.

28. The '406 Application was filed in International Class 32 in association with "Water beverages; mineral and aerated waters; Soft drinks; Bottled Water; Drinking water".

29. The '406 Application was published for opposition in the Official Gazette of March 26, 2013.

Likelihood of Confusion

30. The mark represented by the '413 Application and the '406 Application are similar as to appearance, sound, connotation and commercial impression to the mark represented by the '534 Registration and the NATURA mark as used in commerce by Natura (collectively "Opposers' Natura Marks").

31. The Opposers' Natura Marks were in use in commerce long before the date on which the Applicant filed the '413 and '406 Applications.

32. Applicant knew or should have known of the existence of Opposers' Natura Marks when they filed the '413 and '406 Applications.

33. The Applicant has neither sought, nor have Opposers given, any consent as to the Applicant's proposed use of the mark represented by the '413 and '406 Applications.

34. Opposers' Natura Mark has become well-known in the industry through the extensive length of use, the amount of sales revenue achieved, and recognition by consumers of NATURA goods and services as emanating from Natura.

35. The extent of potential confusion is substantial if the Applicant is permitted to register the mark represented by the '413 and '406 Applications.

36. For example, Applicant's utilization in commerce of the mark represented by the '413 Application and/or the mark represented by the '406 Application is likely to cause consumers to incorrectly believe that the goods of Applicant are those of Natura and/or to

incorrectly believe that Opposers are affiliated, endorsing, or are otherwise connected with Applicant when they are not.

37. Further increasing the likelihood of confusion in this case is Applicant's utilization of the name Oasis Intertrade Limited in light of Natura's well-known relationship with Oasis International.

Conclusions

38. Registration of the '413 Application and/or the '406 Application to Applicant in association with the listed goods would cause an impermissible dilution of the goodwill associated with Opposers' Natura Mark.

39. Registration of the '413 Application and/or the '406 Application to Applicant and use of a mark substantially similar to Applicant's marks is likely to cause confusion, or to cause mistake, or to deceive, particularly as to the source or origin of the goods and services with which Applicant proposes to use its marks, to induce purchasers to believe that the goods and services of Applicant are those of Natura, or are endorsed by, or are in some way affiliated or associated with Natura and/or Patriarch.

40. Registration of the '413 Application and/or the '406 Application would presumptively entitle Applicant to *prima facie* exclusive ownership and rights to the mark represented by the '413 Application and/or the '406 Application and would cause confusion among consumers of the relevant goods and services as to the source of the goods and services.

WHEREFORE, Opposers Natura and Patriarch Partners ask that this Opposition be sustained and that the Applicant be denied registration of Application Serial No. 85/671,413 for "AZURA NATURA" in International Class 32 in association with "Water beverages; mineral and aerated waters; Soft drinks; Bottled Water; Drinking water" and further be denied registration of Application Serial No. 85/671,406 in International Class 32 in association with "Water beverages; mineral and aerated waters; Soft drinks; Bottled Water; Drinking water".

The Commissioner is also authorized to charge any additional fees which may be required to Deposit Account 19-4076.

Respectfully submitted,

Natura Water, LLC &

Patriarch Partners Agency Services LLC

Date: July 24, 2013

By: /Melissa A. Rogers /
Jeffrey S. Standley
Stephen L. Grant
Melissa A. Rogers
all of whom are Ohio attorneys
STANDLEY LAW GROUP LLP
6300 Riverside Drive
Dublin, Ohio 43017
Telephone: (614) 792-5555
Facsimile: (614) 792-5536
E-mail: jstandley@standleyllp.com
E-mail: mmccurdy@standleyllp.com
E-mail: sgrant@standleyllp.com

Our Docket: TRI2276-126

CERTIFICATE OF SERVICE

I hereby certify that I have caused a true and correct copy of the foregoing CONSOLIDATED NOTICE OF OPPOSITION to be served, via first class mail, postage prepaid, on this 24th day of July 2013, to counsel for Applicant at the address identified on the Patent and Trademark Office's TARR database as follows:

Rebecca Liebowitz
Venable LLP
P.O. Box 34385
Washington, District of Columbia 20043-4385

/Melissa A. Rogers /
Melissa A. Rogers

EXHIBIT A

Int. Cl.: 11

Prior U.S. Cls.: 13, 21, 23, 31 and 34

Reg. No. 3,300,534

United States Patent and Trademark Office

Registered Oct. 2, 2007

**TRADEMARK
PRINCIPAL REGISTER**



NATURA WATER, INC. (FLORIDA CORPORATION)
7311 NW12 ST. SUITE 13
MIAMI, FL 33126

FOR: DEVICES FOR PURIFICATION OF WATER
FOR HUMAN CONSUMPTION, IN CLASS 11 (U.S.
CLS. 13, 21, 23, 31 AND 34).

FIRST USE 4-19-2005; IN COMMERCE 4-19-2005.

THE MARK CONSISTS OF NATURA WITH LEAF
DESIGN.

THE ENGLISH TRANSLATION OF THE WORD
"NATURA" IN THE MARK IS "NATURE".

SER. NO. 76-664,100, FILED 8-4-2006.

DEBRA LEE, EXAMINING ATTORNEY

EXHIBIT B

PO500095838



500157189635

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TALLAHASSEE, FLORIDA

B. KOHR
JUN 17 2009
EXAMINER

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TALLAHASSEE, FLORIDA

DATE: 06-15-09

NAME: NATURA WATER, LLC

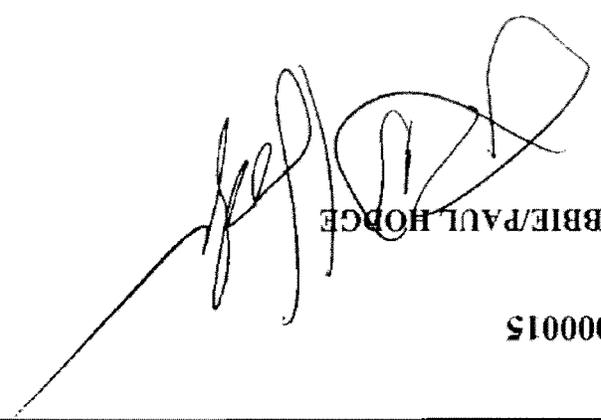
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AUTHORIZATION: ARBIE/PAUL HODGE



[SIGNATURE PAGE FOLLOWS]

9. The Converted Entity has agreed to pay any shareholders having appraisal rights the amount to which they are entitled under Sections 607.1301-607.1333 of the Florida Act.

8. The address of the Converted Entity's principal office is 32 Avenue of the Americas, 17th Floor, New York, NY 10013.

7. The effective date of the conversion in Florida is June 16, 2009.

6. The effective date of the conversion under the laws governing the Converted Entity is June 16, 2009.

5. The plan of conversion was approved by the Converting Corporation in accordance with Chapter 607 of the Florida Act.

4. The Converting Corporation has converted into an "other business entity" in compliance with Chapter 607 of the Florida Act, and the conversion complies with the applicable laws governing the Converted Entity.

3. The Converted Entity is a limited liability company formed under the laws of the State of Delaware.

2. The name of the Converted Entity is Natura Water, LLC.

1. The name of the Florida profit corporation (the "Converting Corporation") converting into the "other business entity" (the "Converted Entity") is Natura Water, Inc.

This Certificate of Conversion is made pursuant to Section 607.1113 of the Florida Business Corporation Act (the "Florida Act") and is hereby filed with the Secretary of State of the State of Florida.

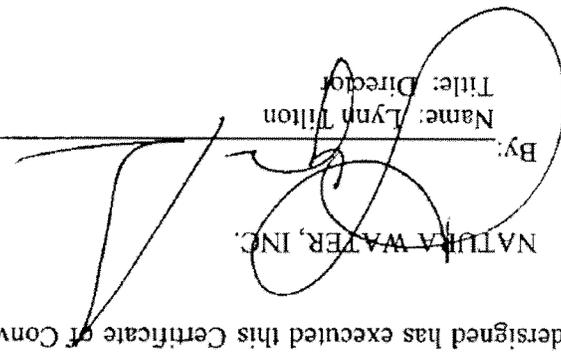
CERTIFICATE OF CONVERSION
FOR A FLORIDA PROFIT CORPORATION
INTO AN "OTHER BUSINESS ENTITY"

FILED
09 JUN 16 PM 2:25
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Conversion
this 8th day of JUNE, 2009.

NATURAL WATER, INC.

By: _____
Name: Lynn Tilton
Title: Director



**CERTIFICATE OF FORMATION
OF NATURA WATER, LLC**

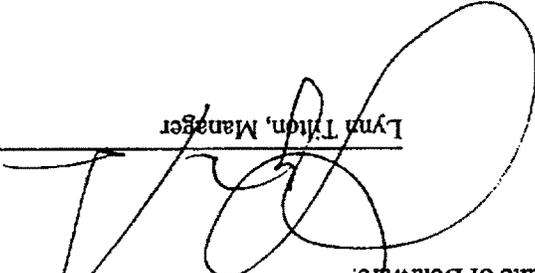
This Certificate of Formation is made pursuant to Section 18-201 and Section 18-204 of the Delaware Limited Liability Company Act (the "Act") and is hereby filed with the Secretary of State of the State of Delaware pursuant to Section 18-206 of the Act.

1. Name. The name of the limited liability company is Natura Water, LLC (the "Company").

2. Registered Office. The address of the registered office of the Company in the State of Delaware is 615 South DuPont Highway, Dover, County of Kent, Delaware 19901. The name of its registered agent at such address is Capitol Services, Inc.

3. Authority. The undersigned is authorized by the Company to execute and file this Certificate of Formation with the Secretary of State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation is this 17th day of JUNE, 2009, to be effective on the date this Certificate of Formation is filed with the Secretary of State of the State of Delaware.



Lynn Tilton, Manager

EXHIBIT C



Commercial Food Service



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EXHIBIT D

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Natura Water, Inc.		03/05/2008	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Patriarch Partners Agency Services LLC		
Street Address:	227 West Trade Street, Ste 1400		
Internal Address:	Attn: Loan Administration / Natura		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3300534	NATURA	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8002210770		
Email:	matthew.mayer@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Suite 3100		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	CSC # 476417		
NAME OF SUBMITTER:	Matthew Mayer		
Signature:	/Matthew Mayer/		

CH \$40.00 3300534

Date:

03/07/2008

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") dated March 5, 2008, is made by Natura Water, Inc., a Florida corporation (the "Grantor") in favor of Patriarch Partners Agency Services, LLC ("PPAS"), as agent (the "Agent") for the Lenders (as defined below).

WHEREAS, Grantor has entered into a Credit Agreement dated as of even date herewith (as may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), with PPAS, as Agent, and the lenders party thereto (the "Lenders"). Capitalized terms used herein and not otherwise defined are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of advances, Grantor shall have executed that certain Security Agreement dated as of even date herewith (as may be amended, supplemented or otherwise modified from time to time, the "Security Agreement") by Grantor in favor of the Agent for the benefit of the Lenders and the Agent.

WHEREAS, under the terms of the Security Agreement, Grantor has granted a security interest in certain intellectual property of Grantor to the Agent for the ratable benefit of the Lenders, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and any other governmental authority.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

Section 1. Grant of Security. Grantor hereby grants to the Agent for the ratable benefit of the Lenders a security interest in and to all of Grantor's right, title and interest in and to the following (the "Collateral"):

(a) The United States and foreign trademark and service mark registrations, applications, and licenses set forth on Exhibit A hereto but excluding any United States intent-to-use trademark application prior to the filing of a Statement of Use or Amendment to Allege Use in connection therewith to the extent that a valid security interest may not be taken in such an intent-to-use trademark application under applicable law (the "Trademarks");

(b) any and all causes of action for past, present and future infringement or breach of the Trademarks, with the right, but not the obligation to sue for and collect, or otherwise recover, damages for such infringement or breach; and

(c) any and all proceeds of the foregoing.

Section 2. Submission to Jurisdiction. Each of the Lenders, Agent and Grantor hereby (a) agrees that any Action with respect to this Agreement may be brought

in the courts of the State of New York or of the United States of America for the Southern District of New York, (b) accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of such courts, (c) irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any Action in those jurisdictions, and (d) irrevocably consents to the service of process of any of the courts referred to above in any Action by the mailing of copies of the process to the parties hereto as provided in the Credit Agreement. Service effected as provided in this manner will become effective ten calendar days after the mailing of the process.

Section 3. Waiver of Jury Trial. Each of the Lenders, Agent and Grantor hereby waives any right to a trial by jury in any Action to enforce or defend any right under this Agreement or any amendment, instrument, document or agreement delivered or to be delivered in connection with this Agreement and agrees that any Action will be tried before a court and not before a jury.

Section 4. Recordation. Grantor authorizes and requests that the Commissioner of Patents and trademarks and any other applicable government officer record this IP Security Agreement.

Section 5. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 6. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

NATURA WATER, INC.

By: 
Name: Giancarlo Fantappie
Title: President and CEO

[Signature Page to Intellectual Property Security Agreement]

Exhibit A: Trademarks

Int. Cl.: 11

Prior U.S. Cls.: 13, 21, 23, 31 and 34

Reg. No. 3,300,534

United States Patent and Trademark Office

Registered Oct. 2, 2007

TRADEMARK
PRINCIPAL REGISTER



natura

NATURA WATER, INC. (FLORIDA CORPORATION)
7311 NW12 ST. SUITE 13
MIAMI, FL 33126

FOR: DEVICES FOR PURIFICATION OF WATER
FOR HUMAN CONSUMPTION, IN CLASS 11 (U.S.
CLS. 13, 21, 23, 31 AND 34).

FIRST USE 4-19-2005; IN COMMERCE 4-19-2005.

THE MARK CONSISTS OF NATURA WITH LEAF
DESIGN.

THE ENGLISH TRANSLATION OF THE WORD
"NATURA" IN THE MARK IS "NATURE".

SER. NO. 76-664,100, FILED 8-4-2006.

DEBRA LBE, EXAMINING ATTORNEY

The United States of America



CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Director of the United States Patent and Trademark Office; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are part of this certificate.

To avoid CANCELLATION of the registration, the owner of the registration must submit a declaration of continued use or excusable non-use between the fifth and sixth years after the registration date. (See next page for more information.) Assuming such a declaration is properly filed, the registration will remain in force for ten (10) years, unless terminated by an order of the Commissioner for Trademarks or a federal court. (See next page for information on maintenance requirements for successive ten-year periods.)



Jon W. I. Dudas

Director of the United States Patent and Trademark Office