



05-02-2002

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #70

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

In the matter of Registration Nos. 2,208,106
and 2,208,108

JEROLD RABER,

Petitioner,

v.

ALEDA M. KELLGREN
dba House of An-Ju,

Registrant.

Cancellation No. 30730

BRIEF OF ALEDA KELLGREN

Michael G. Voorhees, Reg. No. 25,715
Wendy K. Marsh, Reg. No. 39,705
McKEE, VOORHEES & SEASE PLC
801 Grand Avenue, Suite 3200
Des Moines, IA 50309-2721
Phone: 515-288-3667
FAX: 515-288-1338

Attorneys for Registrant

TABLE OF CONTENTS

TABLE OF CONTENTS..... i

I. STATEMENT OF ISSUES1

II. STATEMENT OF FACTS2

III. ARGUMENT7

 A. Introduction.....7

 B. Kellgren’s predecessor was first to use the HOUSE OF AN-JU
 mark, and Kellgren and her predecessor have used the mark
 continuously from 1978 until the present8

 C. Rabor’s Claim of a verbal sale of the HOUSE OF AN-JU business to
 him is false, unbelievable, and contrary to his own admissions.9

 D. The assignment of HOUSE OF AN-JU from June Douchis to Kellgren
 (Px45) was valid and was not a naked assignment11

 E. Neither Kellgren nor Kellgren’s predecessor abandoned the HOUSE OF
 AN-JU mark.....15

 F. There was no inequitable conduct when Kellgren filed the application
 to register HOUSE OF AN-JU.16

IV. CONCLUSION.....18

I. STATEMENT OF ISSUES

This case represents an attempt by a distributor (Rabor) to wrest away a mark from the original owner of the mark (June Douchis) after her death. Before her death June Douchis executed a valid written assignment of the HOUSE OF AN-JU mark (Px 45) to the Registrant (Kellgren,). At the same time she helped Kellgren and her trademark attorney prepare the application which resulted in the HOUSE OF AN-JU registration now in dispute.

In his attempt to take away this mark from its rightful owner Rabor makes the following contentions:

1. Rabor claims that he had an oral agreement in early 1994 with June Douchis to purchase the HOUSE OF AN-JU mark and business. In response this Brief will show that his claim of a verbal agreement is false in view of his own contrary admissions to the public in advertisements (Px 27), to the Internal Revenue Service in a Form 1099 (Rx1 and Px 49); and on other occasions both verbally and in writing (Rx 2, Rx 3, Rx 4, Rx 5).

2. Rabor claims that the written and notarized assignment of the HOUSE OF AN-JU mark from June Douchis to Kellgren was a naked assignment which abandoned the HOUSE OF AN-JU mark. In response this Brief will point to evidence of record that Kellgren participated in the business after the assignment; that sales were continuous after the assignment (Rx 6, Rx 6A-6K); and that Rabor recognized Kellgren's ownership of HOUSE OF AN-JU in a 1099 Income Tax form (Rx 1, Px 49) and in other documents (Rx 2, Rx 3, Rx 4, Rx 5).

3. Rabor claims that either Kellgren or Kellgren's predecessor, June Douchis, abandoned the HOUSE OF AN-JU mark by failure to exercise control over the nature and quality of goods that Rabor sold as a distributor under the HOUSE OF AN-JU mark. In response this Brief will show that Rabor's claim has no credibility in view of the fact that June Douchis controlled the two manufacturers of the product, and continued right up until her death to inspect samples of the product for quality.

4. Rabor claims that there was inequitable conduct in the application to register HOUSE OF AN-JU arising from the use of label specimens in the application. In response, this Brief will show that there was no wrongful conduct because the submitted labels and literature were those of a distributor (Rabor), and because Douchis and Kellgren also used those labels themselves in the sale of HOUSE OF AN-JU product.

II. STATEMENT OF FACTS

The various persons involved in this dispute are as follows:

- June Douchis; the founder of the House of An-Ju business and the creator of the House of An-Ju mark. June Douchis died in Tonawanda, New York in October of 1999.
- Aleda Kellgren, is the owner of U.S. Trademark Registration for HOUSE OF AN-JU which is involved in this cancellation proceeding. June Douchis' assigned the trademark and the business of HOUSE OF AN-JU to Aleda Kellgren in February 1997 (PX 45).
- Jerold Raber is the Petitioner in the present proceeding and was a distributor for June Douchis' House of An-Ju products.

- Sarepta Landreville, lives in Tonawanda, New York and rented her house to June Douchis in 1996. June Douchis lived in Sarepta Landreville's house from 1996 until she died in 1999.
- Lucas DeKoster was the trademark attorney who filed the application to register the mark HOUSE OF AN-JU. Lucas DeKoster died before this proceeding began.

Raber does not contest that June Douchis was the first to use the HOUSE OF AN-JU mark (Raber, pp 101-102). The sales from 1978 until the present were continuous (RX 6, 6A-K; Kellgren, pp 282, 290-292). There was a seven-month gap in the sales of House of An-Ju after June Douchis' death in 1999 (Kellgren, p 293), but Kellgren had no intent to abandon the mark (Kellgren, p 294). During this seven month period Kellgren was trying to get the House of An-Ju product manufactured for sale (Kellgren, p 294). Kellgren began selling again in October or November of 2000 (Kellgren, p 294).

Jerold Raber first met June Douchis in 1988. He started handling her products in early 1989 (Raber, p 10). She was in New Jersey at that time (Raber, p 11). At that point Jerold Raber was a dealer (Raber, p 12). Finally Jerold Raber took over her distribution in the U.S. at her request (Rabor, p 20) and that occurred in October 1993 (Raber, p 22).

Aleda Kellgren had known of House of An-Ju since 1982 (Kellgren, p 283). She became friends with June Douchis in 1992 and they corresponded on the phone for several years (Kellgren, pp 17-30). June Douchis visited Kellgren in Leon, Iowa in 1995 (Kellgren, pp 4-5). Later on June Douchis became ill and her husband and son died. She was given five years to live (Kellgren, pp 39 and 40). At that time June Douchis moved from New Jersey to Tonawanda, New York (Kellgren, pp 39-40) and

house that was being rented by Sarepta Landreville (Kellgren, pp 39-40), (Landreville, p 5). This happened in 1996 (Kellgren, p 40; Landreville, p 5).

When June Douchis was in the hospital, Jerold Raber visited her and he told June that his company was just going to take over her business and that she could not stop him, and she was getting really scared, and June Douchis would call Aleda Kellgren after those visits (Kellgren, pp 192-193). That was in 1997 (Kellgren, p 193).

As a result of those threats June suggested registering the trademark HOUSE OF AN-JU (Kellgren, p 296). She said she would sleep a lot easier at night if she could put the company in Kellgren's name (Kellgren, p 296). Kellgren hired an attorney by the name of Luke DeKoster (Kellgren, p 297). They had a three way phone conversation between Mr. DeKoster, June Douchis, and Aleda Kellgren (Kellgren, p 297). As a result Kellgren prepared the assignment of PX 45 (Kellgren, p 298) and Mr. DeKoster and June Douchis looked it over. They asked Mr. DeKoster if it was good enough for the bill of sale and he said yes (Kellgren, p 298). Kellgren typed up five copies and sent them to June in Tonawanda, New York and June took them over to a Notary Public and had it notarized and witnessed twice (Kellgren, pp 298-299). Aleda was not present in New York when June Douchis signed the agreement and she never put any pressure on June Douchis to sign the agreement (Kellgren, p 298).

At the same time Kellgren, DeKoster and Douchis prepared the trademark application. June Douchis provided the list of goods (Kellgren, pp 299-300); Douchis said she was using at that time (Kellgren, p 300); and the application was based on June Douchis' statements (Kellgren, pp 301-302). Kellgren has specific knowledge of June Douchis using the mark on grooming power and shampoos (Kellgren, p 302). At the

time she prepared the application, Kellgren had no intention of making false statements (Kellgren, p 305). At that time Jerob was a distributor (Kellgren, p 305).

June Douchis had Medicia and Alzo manufacture the shampoos up until her death (Kellgren, p 305). June Douchis received samples and inspected them for quality (Kellgren, p 306). Medicia would split shipments of House of An-Ju products to Jerob and June Douchis so that she received some of the samples and inspected them (Kellgren, p 307). At one time June Douchis objected to Jerob's use of the trademark HOUSE OF AN-JU on a shampoo containing rotenone (Kellgren, p 307). The reason for this was that June Douchis had a belief or rule about the use of chemicals in shampoos (Kellgren, p 308).

Jerold Raber has testified that he purchased the House of An-Ju mark from June Douchis under an oral agreement made in April or May of 1994 (Raber, p 102). Right after the alleged oral agreement Jerold Raber personally wrote a press release which stated that he had been appointed as "distributor" (Px 27; Raber p 103). Jerold Raber in his testimony stated that that statement is not false and that it is accurate, certainly as far as it goes (Raber, p 104). He also executed an IRS Form 1099 (Rx 1; Px 49) for the year 1998 that listed Aleda Kellgren's social security number and address and indicated that royalties were paid to her for the House of An-Ju mark (Raber, pp 105-106). He prepared this Form 1099 after a telephone conversation with Aleda Kellgren (Kellgren, p 308). In that phone conversation Raber stated that he needed Kellgren's social security number to report the royalties he paid out to House of An-Ju for the product (Kellgren, p 309). The Form 1099 includes Kellgren's address in Leon, Iowa for the House of An-Ju mark (Kellgren, p 309; Rx 1). Raber also stated in a letter dated February 3, 1999 to June

Douchis that he needed an employer's identification number for the royalties for the shampoo (Rx 2). On October 29, 1999 Raber wrote a letter to Kellgren and made the following statements:

"I had an agreement with June Douchis, who certainly had a right to the mark, and I always acknowledged that...I continued with the royalty agreements I had made with June because she was providing her knowledge of the market, the products and suppliers, and because I recognized her right to the use of the trademark as she had been using it since 1978." (Rx 3)

On Wednesday, September 22, 1999 Raber proposed an agreement to Aleda Kellgren offering "to sell to Jerob the HOUSE OF AN-JU trademark" for \$750.00 and other consideration (Rx 4). In a letter to the House of An-Ju French distributor, Raber wrote on November 13, 1999 and stated "I would ask her (June Douchis) any time I started a new dealer and she always said to do it" (Dx 5, emphasis included in the original document).

III. ARGUMENT

A. Introduction

Petitioner, Jerold Raber filed this Petition seeking to cancel the registration of the Registrant, Aleda Kellgren for the mark HOUSE OF AN-JU.

Kellgren's predecessor was June Douchis, who was the first to use the mark. Raber does not contest that Kellgren's predecessor was the first to use the mark. The evidence shows that Kellgren and her predecessor have used the mark continuously from 1978 until the present.

Raber has claimed that in 1994 he ceased being a distributor and received a verbal sale of the House of An-Ju business to him. This Brief will point to evidence showing Raber's claim of a verbal sales agreement is false, unbelievable and contrary to his own admissions.

Raber also contends that the assignment of the HOUSE OF AN-JU mark from June Douchis to Kellgren in 1997 (Px45) was a naked assignment. This Brief will point out the evidence which shows that there was a transfer not only of the mark HOUSE OF AN-JU, but also the goodwill and business represented by that mark.

Raber has also claimed that Kellgren or Kellgren's predecessor (June Douchis) abandoned the HOUSE OF AN-JU mark by failing to control the nature and quality of goods. This Brief will show that both Kellgren and Douchis used the HOUSE OF AN-JU mark, and that first Douchis, and later Kellgren, exercised control over the nature and quality of those goods. Furthermore, Douchis permitted Raber to use the mark as a distributor and controlled the nature and quality of goods that Raber sold under the HOUSE OF AN-JU mark.

Raber also claims that there was inequitable conduct when Kellgren filed the application to register the HOUSE OF AN-JU mark, arising from the fact that the labels submitted were actually Raber's labels. In response to this claim, this Brief will point out that both Kellgren and Douchis used the submitted HOUSE OF AN-JU labels themselves. Furthermore, this Brief will point out that Raber was a distributor, and therefore Raber's use of the labels was also use by Kellgren and Douchis. Even if Raber is considered a licensee rather than a distributor, first Douchis, and later Kellgren, exerted control over the manufacturing of the product and inspected the quality of goods that were manufactured.

In view of the foregoing all of Raber's assertions in behalf of its petition for cancellation fail. Accordingly, the cancellation should be dismissed.

B. Kellgren's predecessor was first to use the HOUSE OF AN-JU mark, and Kellgren and her predecessor have used the mark continuously from 1978 until the present.

Raber does not contest that June Douchis was the first to use HOUSE OF AN-JU mark (Raber, p 102). Respondent's Exhibit 6 and 6A-6K show sales volume beginning in 1989 and continuing through the year 2001. Both Kellgren and Raber testified that June Douchis used the mark before 1989 (Raber, pp 101-102 and Kellgren p 283).

Shortly after June Douchis' death in 1999 there was a seven month gap in the sales of House of An-Ju products (Kellgren, p 293), but Kellgren had no intent to abandon the mark (Kellgren, p 294) and Kellgren began selling again in October or November of 2000 (Kellgren, pp 293-294). During this seven month interim Kellgren was making efforts to try to get the product manufactured for sale (Kellgren, p 294).

Jerold Raber first met June Douchis in 1988 and he started handling her products in early 1989 (Raber, p 10). She was in New Jersey (Raber, p 11). At that point Jerold Raber was a dealer (Raber, p 12). Finally Jerold Raber took over her distribution in the U.S. at her request and that occurred in October 1993 (Raber, pp 20-22).

Aleda Kellgren has known of the House of An-Ju mark since 1982 (Kellgren, p 283). She became friends with June Douchis and they corresponded on the phone for several years (Kellgren, pp 17-30). June Douchis visited Kellgren in Leon, Iowa in 1995 (Kellgren, pp 4-5). Later June Douchis became ill with a heart attack and her husband and son died (Kellgren, pp 39-40). At that time June Douchis moved from New Jersey to Tonawanda, New York (Kellgren, pp 39-40) and she moved into a house that was being rented from Sarepta Landreville (Kellgren, pp 39-40), (Landreville, p 5). This happened in 1996 (Landreville, p 5).

In view of the foregoing evidence there is no question that Kellgren's predecessor was the first to use the mark, and that the use of the mark by Kellgren and her predecessor was continuous from Douchis' first use of the mark until the present.

C. Raber's claim of a verbal sale of the House of An-Ju business to him is false, unbelievable, and contrary to his own admissions.

Raber has testified and claims in this proceeding that he purchased the HOUSE OF AN-JU mark from June Douchis under an oral agreement made in April or May of 1994 (Raber, p 102). This claim is fraudulent, false, and unbelievable in view of the many statements he made both in writing and verbally after 1994.

For example, right after the alleged oral agreement Raber wrote a press release which specifically stated that he had been appointed as a "distributor" (Px 27; Raber, p 103). In the press release Raber wrote as follows:

“In order to better serve the U.S. market while we concentrate on the European market, we are proud to announce to JEROB Distributing has been appointed as our sole U.S. distributor. JEROB is adding new dealers rapidly. So look for HOUSE OF AN-JU at the next show you attend. Or as always, House of An-Ju is available by mail from JEROB.” (Px 27).

Jerold Raber in his testimony stated that that statement is not false and that it is accurate, certainly as far as it goes (Raber, p 104). This press release ran as an advertisement in the *Cat Fancier Almanac*, September 1994 issue (see 1st page of Px 42).

Another key exhibit is the IRS Form 1099 that Jerold Raber executed for the year 1998 (Px 49; Rx 1). It shows that payments were made to House of An-Ju in Leon, Iowa for royalties in the amount of \$1,793.62. The social security number of the recipient is the social security number of Aleda Kellgren (Px 49; Rx 1; Kellgren, p 163; Raber, pp 105-106). Raber prepared this Form 1099 after a telephone call with Aleda Kellgren. (Kellgren, p 308). In that phone conversation Raber stated that he needed Kellgren’s social security number to report the royalties he paid out to House of An-Ju for the product (Kellgren, p 309). The form 1099 includes Kellgren’s address in Leon, Iowa for the House of An-Ju mark and also includes Kellgren’s social security number (Kellgren, p 309; Rx 1; Px 49).

In further reference to this Form 1099 Raber wrote a letter to June Douchis (Dx 2). In that letter he states:

“Anyway I need an employers identification number or social security for the 1099s for the royalties on the shampoo.” (Rx2).

In another document on October 29, 1999 Raber wrote a letter to Kellgren and made the following statements:

“I had an agreement with June Douchis, who certainly had a right to the mark, and I always acknowledge that...I continued with the

royalty agreements I had made with June because she was providing her knowledge of the market, the products and the suppliers, and because I recognized her right to the use of the trademark as she had been using it since 1978.” (Rx 3).

In another document dated September 22, 1999, Raber actually proposed to buy the trademark from Aleda Kellgren, thereby recognizing her ownership in the mark. He proposed an agreement that stated:

“Aleda agrees to sell to JEROD the House of An-Ju trademark for the following considerations.” (Rx 4).

The Board is invited to scrutinize Respondent’s Exhibit 4 because Raber makes many statements in that document that make it clear that he recognized Kellgren was the owner of the mark and not Raber.

In another document Raber stated on November 13, 1999:

“I would ask her any time I started a new dealer and she always said to do it.” (Dx 5, emphasis included in the original document).

The “her” in the above quote is June Douchis.

In view of the foregoing documentary evidence Raber’s claim of an oral agreement to buy the business and the mark is totally unbelievable. It represents the kind of fraud that is prevented by the statutes of fraud in most states.

D. The assignment of HOUSE OF AN-JU from June Douchis to Kellgren (Px 45) was valid and was not a naked assignment.

The Assignment document is duplicated on the following page. The Board’s attention is drawn to the fact that it is executed by June Douchis and that it was executed before a Notary Public on February 25, 1997. It is also signed by two additional witnesses (Kellgren, p 298).

I, June Douchis, on this 25th day of February, 1997, being physically and financially unable to run my business, "House of An-Ju", as an act of friendship and love do hereby sell my business name of "House of An-Ju", and the "castle" logo which accompanies the name, to my friend, Aleda Kellgren, for the sum of \$1.00, knowing that she will keep the integrity of my products, and the quality that "House of An-Ju" has been for over twenty years. I hereby, give Aleda Kellgren the rights to all trademarks involving "House of An-Ju".

June Douchis

June Douchis

Witnessed and Dated Seven before me THIS 25th OF FEBRUARY 1997

Aleda Kellgren

Notorized and Dated

Daniel J. Wasley

Anthony A. Patterson

DANIEL J. WASLEY
Notary Public, State of New York
Qualified in Niagara County
Commission Expires 4-15-99



H0143

This document was precipitated by threats that Raber made when he visited June Douchis in the hospital. Jerold Raber would visit her and every time he went to the hospital he told June that his company was just going to take over her business and that she could not stop him. June Douchis would call Aleda Kellgren after those visits and June Douchis was really getting scared (Kellgren, pp 192-193). That was in 1997 (Kellgren, p 193).

As a result of those threats June suggested registering the HOUSE OF AN-JU mark (Kellgren, p 296). June said she would sleep a lot easier at night if she could put the company in Kellgren's name (Kellgren, p 296).

Kellgren hired an attorney by the name of Luke DeKoster (Kellgren, p 297). They had a three-way phone conversation between Mr. DeKoster, June Douchis and Aleda Kellgren (Kellgren, p 297). As a result, Kellgren prepared the assignment of Px 45 (Kellgren, p 298) and Mr. DeKoster and June Douchis looked it over. They asked Mr. DeKoster if it was good enough for the bill of sale and he said yes (Kellgren, p 298). Kellgren typed up five copies and sent them to June in Tonawanda, New York, and June took them over to a Notary Public and had it notarized and witnessed twice (Kellgren, p 298). Kellgren was not present in New York when June Douchis signed the agreement and Kellgren never put any pressure on June Douchis to sign the agreement (Kellgren, p 298).

From the date of the assignment in February 1997 until June Douchis' death in 1999, June Douchis took orders, but Kellgren handled the taxes, the numbers, the web site, and actual processing of orders (Kellgren, p 65; Landreville p 12).

While the agreement of Exhibit 45 does not have the usual phrase of art “together with the goodwill of the business represented by the mark”, the agreement clearly expresses the intent that not only will the HOUSE OF AN-JU mark be transferred, but the goodwill of the business would also be transferred. The agreement starts out by stating that June Douchis is “physically and financially unable to run my business” then goes on to say that she does hereby “sell my business name” of House of An-Ju to my friend, Aleda Kellgren, “knowing that she will keep the integrity of my products, and the quality that ‘House of An-Ju’ has been for over twenty years.” These statements make it clear that intent of the parties was to transfer not only the mark but the goodwill of the mark and the business so that Kellgren could keep the integrity of the products and the quality that the mark has represented for over 20 years.

Furthermore, while Kellgren permitted June Douchis to continue the sales and run the business after February 1997 until her death, Kellgren did in fact participate in the business. Douchis took orders and exercised quality control (Kellgren, p 61). Kellgren kept the books, filed the tax returns, and processed orders (Kellgren, pp 65, 98, 226-227; Landreville, p 12). Kellgren talked to Medicia and Alzo (the manufacturers) about bottling the product (Kellgren, p 70). She also processed sales by means of credit card (Kellgren, p 226). Kellgren also listed House of An-Ju in trade magazines (Kellgren, p 45-46).

In view of the foregoing, Raber’s claim that the assignment was a naked assignment is without merit and should be rejected.

E. Neither Kellgren nor Kellgren's predecessor abandoned the HOUSE OF AN-JU mark.

Raber claims that because Raber exercised control over the nature and quality of goods which Raber sold, that Kellgren and/or Kellgren's predecessor abandoned the HOUSE OF AN-JU mark. However, the key inquiry is not whether or not Raber exercised control over the nature and quality of the goods, but whether or not Kellgren and June Douchis exercised such control. The evidence clearly shows that first June Douchis, and then Kellgren exercised control over the nature and quality of the goods sold both by Douchis and Kellgren and also sold by Raber.

June Douchis created the product and initially manufactured product in her home (Kellgren, p 53). By 1990, she had Medicia and Alzo manufacture the shampoos until her death (Kellgren, pp 54, 305). June Douchis received samples from Medicia and Alzo and inspected them for quality (Kellgren, pp 61, 306; Landreville, p 8). At the same time Medicia was shipping products to both JEROB and June Douchis, and the order was split so that June received some of the samples and inspected them (Kellgren, p 307; Landreville, p 19). At one time June Douchis objected to JEROB's use of the trademark HOUSE OF AN-JU on a shampoo containing rotenone (Kellgren, p 307). The reason for this was that June Douchis has a belief or rule that chemicals should not be used in shampoos (Kellgren, p 308). Medicia and Alzo remained the manufacturers of June's House of An-Ju products until her death in 1999 (Kellgren, p 305).

In view of the foregoing, clearly June Douchis, and later Kellgren exercised control over the nature and quality of the goods, and there was no abandonment of the mark. Raber's contention of abandonment should be rejected.

F. There was no inequitable conduct when Kellgren filed the application to register HOUSE OF AN-JU.

Raber claims that because Kellgren submitted labels that were used by both JEROB and June Douchis in the sale of House of An-Ju products, that Kellgren was guilty of inequitable conduct. The specimens submitted and a catalog submitted in the application were used both by Raber and by June Douchis at the time the application was filed.

As a result of threats that Raber had made to June Douchis, June suggested registering the HOUSE OF AN-JU trademark (Kellgren, p 296). June Douchis said she would sleep a lot easier at night if she could put the business in Kellgren's name (Kellgren, p 296). Kellgren hired an attorney by the name of Luke DeKoster (Kellgren, p 297). They had a three way phone conversation between Mr. DeKoster, June Douchis and Aleda Kellgren (Kellgren, p 297).

At that time Kellgren, DeKoster and Douchis prepared the trademark application. June Douchis provided the list of goods (Kellgren, p 299-300); Douchis said she was using at that time (Kellgren, p 300); and the application was based on June Douchis' statements (Kellgren, pp 301-302). Douchis provided the labels that became specimens (Kellgren, p 175). Kellgren has specific knowledge of June Douchis using the mark on grooming powder and shampoos (Kellgren, p 302). At the time she prepared the application Kellgren had no intention of making false statements (Kellgren, p 305). At that time JEROB was a distributor (Kellgren, p 305).

Both Kellgren and June Douchis sold House of An-Ju products, using the labels that were submitted with the application. This use was made at trade shows in 1996 and before (Kellgren, pp 15, 45, 46).

In view of the foregoing, there can be no claim of inequitable conduct arising from the use of the specimens or catalog that were submitted with the application. Those specimens were being used by both June Douchis and Kellgren in sales of House of An-Ju products. They were also being used by a distributor of House of An-Ju, namely Jerold Raber. Accordingly, the submission of the specimens was in good faith and was proper. Raber's contention of inequitable should be dismissed.

IV. CONCLUSION

Jerold Raber has shown no basis for canceling the registration involved in the present proceeding. His claim of an oral agreement is fraudulent and unbelievable in view of his own many admissions in public advertisements, to the Internal Revenue Service, and on other occasions both verbally and in writing. Furthermore, his claim that the assignment (Px 45) was a naked assignment is without merit.

His claim that Kellgren or Kellgren's predecessor abandoned the mark by failure to exercise control over the nature and quality of goods is also without merit. Raber was a distributor and sold under the HOUSE OF AN-JU mark for Kellgren and Douchis. Furthermore, Douchis controlled the nature and quality of the goods by virtue of controlling the formulas used by the manufacturer. She also inspected the product and used it. Accordingly Raber's claim of abandonment is without merit.

So also is Raber's claim of inequitable conduct without merit. The label specimens and catalog that were submitted were being used both by June Douchis and Aleda Kellgren personally. In addition these specimens were specimens of a distributor, namely, Raber.

In view of the foregoing, Raber's petition for cancellation should be denied.

ALEDA M. KELLGREN d/b/a
HOUSE OF AN-JU

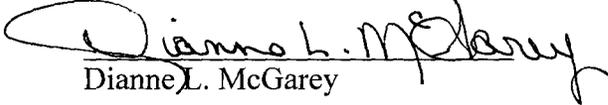
By Michael G. Voorhees
Michael G. Voorhees, Reg. No. 25,715
Wendy K. Marsh, Reg. No. 39,705
McKEE, VOORHEES & SEASE PLC
801 Grand Avenue, Suite 3200
Des Moines, IA 50309-2721
Phone: 515-288-3667
FAX: 515-288-1338

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing document was served on the below-identified parties by Express Mail, postage pre-paid on the 2nd of May, 2002:

Assistant Commissioner of Trademarks
Box TTAB
2900 Crystal Drive
Arlington, VA 22202-3513

Charles R. Rust
Kenneth L. Mitchell
Woodling, Krost and Rust
1801 East Ninth Street, Suite 1520
Cleveland, Ohio 44114
Phone: 216-241-4150


Dianne L. McGarey

Express Mail Label No. EV 060132763 US

Express Mail Label No. EL 745250016 US

MCKEE, VOORHEES & SEASE, PLC

Tear at TTAB
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JEFFREY D. HARTY*
RONALD M. SOTAK*
R. SCOTT JOHNSON*
MATTHEW M. CATLETT*†
JOHN D. GOODHUE*

Email: voorhees@ipmvs.com
May 2, 2002

VIA EXPRESS MAIL

*PATENT LAWYERS
†ADMITTED IN NEBRASKA
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Assistant Commissioner of Trademarks
Box TTAB
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RE: Cancellation No. 30730
Registration Nos. 2,208,106 and 2,208,108
Jerold Raber v. Aleda M. Kellgren d/b/a House of An-Ju

Dear Clerk:

Enclosed please find the Brief of Aleda Kellgren. Please file this in the above identified case for Jerold Raber v. Aleda M. Kellgren.

Respectfully submitted,

MICHAEL G. VOORHEES
Registration No. 25,715

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MGV:dmc
Enclosure
c: Kenneth L. Mitchell – Via Express Mail