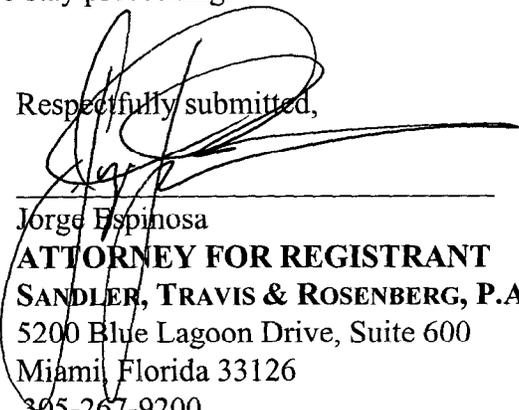


before the Court. Moreover, substantial discovery in the Court proceeding will duplicate discovery before the board.

The Board should grant the motion to stay proceedings.

Respectfully submitted,

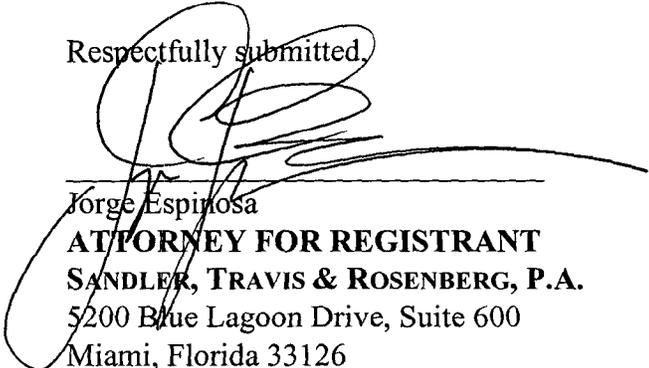


Jorge Espinosa
ATTORNEY FOR REGISTRANT
SANDLER, TRAVIS & ROSENBERG, P.A.
5200 Blue Lagoon Drive, Suite 600
Miami, Florida 33126
305-267-9200

CERTIFICATE OF SERVICE

I hereby certify that a copy of the attached Motion For Stay of Proceedings and Registrant's brief in support thereof was mailed first-class mail, postage prepaid, to Albert Bordas, Esq., Sanchelima & Associates, P.A., attorney for Petitioner 235 S.W. Le Jeune Road, Miami Fl. 33134, attorney for Petitioner, Jesus Sanchelima, Sanchelima & Associates, P.A., attorney for Petitioner 235 S.W. Le Jeune Road, Miami Fl. 33134, this June 11, 2002.

Respectfully submitted,



Jorge Espinosa
ATTORNEY FOR REGISTRANT
SANDLER, TRAVIS & ROSENBERG, P.A.
5200 Blue Lagoon Drive, Suite 600
Miami, Florida 33126
305-267-9200

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

02-20543

CASE NO. _____

CIV - GRAHAM

KCS -MIAMI, INC.

Plaintiff,

vs.

GEPETTO, INC., a Florida Corporation,
BARBARA GERWIT, individually,
KEN GERWIT individually, and CLIFFORD
STEIN individually.

Defendants.

MAGISTRATE JUDGE

TURNOFF

JURY TRIAL DEMANDED

FILED BY
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SOUTH OF FL - MIAMI

VERIFIED COMPLAINT

Plaintiff KCS-Miami, Inc., ("KCS") sues Defendants Gepetto, Inc. ("Gepetto"), Barbara Gerwit, Kenneth Gerwit, and Clifford Stein, and alleges:

THE PARTIES

1. KCS is a Florida Corporation with its principal place of business in Miami, Florida.
2. Gepetto is a Florida Corporation with its principal place of business in Miami, Florida.
3. Barbara Gerwit is a Florida citizen and a resident of Miami-Dade County, Florida.
4. Kenneth Gerwit is a Florida Citizen and a resident of Miami-Dade County, Florida.
5. Clifford Stein is a Florida Citizen and a resident of Miami-Dade County, Florida.

EXHIBIT A

GENERAL ALLEGATIONS

Creation of the Trademark

6. On or about October 2000, Ken Gerwit and Barbara Gerwit (collectively, the "Gerwits") became salaried employees of KCS, a small but growing manufacturer of clothing. The Gerwits employment responsibilities included but were not limited to the designing, manufacturing, and marketing, of a new line of woman's clothing to sell in retail stores throughout the country.

7. During the course of the Gerwits employment with KCS, Barbara Gerwit designed a new line of women's clothing with the assistance of other KCS employees, including its president, Ernesto Rodriguez.

8. Originally, KCS decided to use "Therapy" as the trade name for the new line of clothing, but then, at the suggestion of Ken Gerwit, KCS was persuaded to add a name to Therapy. The Gerwits volunteered, and expressly consented to KCS' use of the name Barbara Gerwit to be added to Therapy to avoid any trademark issues for KCS. As a result, the new line was named and labeled "Therapy by Barbara Gerwit" (the "Mark").

9. Thereafter the Mark was used for the first time in commerce when it was marketed and sold by KCS.

10. Upon initiating sales of the line in interstate commerce using the Mark, KCS applied for registration of the Mark with the United States Patent and Trademark Office, ("USPTO").

11. Significantly, Ken Gerwit, as CEO on behalf of KCS, signed KCS's application for the trademark registration, specifically declaring that "to the best of his knowledge and belief

*verbal
written*

no other person, firm, corporation, or association has the right to use the [Mark] in commerce, either in the identical form or in such near resemblance thereto as may be likely, when applied to the goods of such other person, to cause confusion, or to cause mistake, or to deceive...".



12. To date, KCS has continuously sold the Mark in stores throughout the United States.

13. KCS is currently awaiting approval of its Mark from the United States Patent and Trademark Office, but the final approval has been delayed because of the misconduct of the Gerwits as will be described below.

Gerwits' Misconduct

14. In or about August 2001, the Gerwits advised KCS of their intent to resign their employment from KCS to begin working for KCS competitor, Defendant, Gepetto, whose principal is Defendant, Stein. Gepetto is a large company, which also manufactures clothing.

15. Prior to the Gerwits departure from KCS, but after notice of their intent to resign, the Gerwits arranged for a meeting between Gepetto, Stein, the Gerwits, and KCS. The stated purpose of the meeting was to discuss a sale by KCS of the Mark to Gepetto.

16. Shortly after the meeting, at which time, Gepetto offered to purchase KCS' Mark, Stein informed KCS that Gepetto had decided not to purchase the Mark from KCS.

17. Not surprisingly, KCS learned shortly thereafter that the USPTO, had denied KCS's application for registration based, in large part, on its determination that the "Mark" would lead to substantial confusion with the "Barbara Gerwit" trademark that had been registered on November 7, 1995 to Barbara Gerwit.

18. Based upon the non-use and abandonment of the Barbara Gerwit trademark until, (coincidentally), after the Gerwits resigned from KCS, KCS has appealed the preliminary decision of USPTO to deny registration of the Mark.

Hooker 9 appeal

19. Remarkably, following the Gerwits departure from KCS, all Defendants began to engage in an intentional, malicious, and systematic effort to put KCS out of business.

20. Defendants conduct included, but was not limited to the following, (the "Improper Acts")¹:

counterclaim for use of trademark/ infringement?

- a. Defendants contacted KCS's sales representatives, who were either already Gepetto representatives, or promised that they would become Gepetto representatives, and directed the representatives to forward all purchase orders for the Mark that the representatives had already received from retail stores, to Gepetto instead of KCS.
- b. Ken Gerwit contacted KCS sales representatives and deliberately and maliciously misinformed the representatives that Gepetto owned all rights to the Mark, and that KCS owned no rights to the Mark;
- c. Ken Gerwit solicited the KCS representatives to abandon KCS, stop selling the Mark, return the products, and sell the Mark on behalf of Gepetto;
- d. Ken Gerwit and Stein made malicious, untruthful, and negative defamatory and slanderous statements to people in the manufacturing and clothing industry concerning the character of KCS' president, Rodriguez, and KCS, in order persuade the industry to stop doing business with KCS;

¹ KCS adopts and incorporates the facts asserted in the Affidavits of Jim Iovino, Frank Manzano and Leslie Vassalo filed contemporaneously with this Verified Complaint.

- e. Defendants contacted KCS customers directly and made malicious, untruthful, and negative defamatory and slanderous statements for the purpose of convincing them not to purchase goods from KCS, and misrepresented, among other things, that KCS would not be in business very long and that Gepetto, not KCS, owned the rights to the Mark;
- f. Ken Gerwit contacted Jim Iovino, KCS's sales manager, for the purpose of convincing him to leave KCS, and made malicious, untruthful, and negative defamatory and slanderous statements by misrepresenting to him, among other things, that KCS would soon be unable to pay him.
- g. Stein also told Jim Iovino that he was going to persuade the financial community to force KCS into an involuntary bankruptcy;
- h. Stein also contacted Spectrum Financial, KCS's factor, and told them that they should force KCS to release the lien that Spectrum has on the Mark in Florida;
- i. Stein placed a telephone call to Rodriguez, wherein he explicitly threatened Rodriguez that he would not stop until he "buried" Rodriguez and put KCS out of business;
- j. Stein solicited KCS employees, who had specific knowledge of the processes involved in the design and manufacture of the Mark clothing, to leave KCS to work for Gepetto;
- k. Stein contacted KCS's supplier of labels for the purpose of persuading them to reproduce for Gepetto, the identical labels that were being supplied to KCS for the Mark;

- l. Gepetto has deliberately produced a line of woman's clothing that completely infringes upon KCS rights and interests in the Mark by using the same label, designs, and price points, ("Infringement Clothing");
- m. Gepetto has also deliberately lowered its prices at trade shows upon learning of KCS prices at the shows, for the deliberate purpose of undercutting KCS's business. This deliberate lowering of prices has caused buyers to return and cancel orders with KCS after learning of and ordering the Infringement Clothing at Gepetto's lower prices;

21. Many, if not most of the Improper Acts are either ongoing, or have been threatened by the Defendants to continue until KCS is out of business.

JURISDICTION AND VENUE

22. This Court has subject matter jurisdiction pursuant to Section 43(a) of the Lanham Trademark Act, 15 U.S.C. § 1121, and 28 U.S.C. §1338.

23. This Court has personal jurisdiction over Gepetto, Barbara Gerwit, Ken Gerwit and Clifford Stein because they are Florida residents.

24. Venue is proper in the Southern District of Florida under 28 U.S.C. §§ 1391(b) and (c).

COUNT I **FEDERAL TRADEMARK INFRINGEMENT**

25. Count I is a claim for trademark infringement under Section 32 of the Lanham Trademark Act, 15 U.S.C § 1127(a). Subject matter jurisdiction over this Count is based upon section 39 of the Lanham Trademark Act, 15 U.S.C. § 1121 and USC. §§ 1331 and 1338. Venue is proper in this Court under 28 U.S.C. §§ 1391(b) and (c).

26. KCS repeats and re-alleges the allegations in paragraphs 1 through 23 above as if fully set forth herein.

27. KCS has used the unregistered Mark in commerce in the sale of its clothing line and said Mark is distinctive.

28. KCS's use of the Mark in commerce in connection with the line is distinctive of the line and has acquired distinctiveness in the minds of the consumers purchasing the line.

29. Defendants' unauthorized use and sale of clothing bearing the Mark in interstate commerce is trading on KCS's rights to the Mark and misappropriating the goodwill and reputation attached to the Mark. Defendants' unauthorized use is likely to confuse and deceive consumers into believing that the Defendants and their clothing lines are associated with, sponsored and/or authorized by KCS.

30. The actions of the Defendants complained of herein are likely to cause confusion, to cause mistake or to deceive others into erroneously believing that their clothing lines are authorized by, licensed by, sponsored by, endorsed by or otherwise associated with KCS.

31. Upon information and belief, the acts and conduct of the Defendants complained of herein constitute willful and deliberate infringement of KCS's Mark.

32. Defendants' Improper Acts constitute infringement of KCS's Mark in violation of Section 32 of the Lanham Trademark Act, 15 U.S.C. § 1127(a).

33. By reason of all the foregoing, KCS is severely and irreparably injured by Defendants' willful and unauthorized use of the Mark in the manner set forth above and will continue to suffer severer and irreparable harm unless Defendants are enjoined from using KCS's trademark.

34. KCS has no adequate remedy at law.

COUNT II
FEDERAL UNFAIR COMPETITION

35. Count II is an action for false designation of origin and false and misleading descriptions and representations arising under Section 43(a) of the Lanham Act, 15 U.S.C. §1125(a). Subject matter jurisdiction over this Count is based on Section 32 of the Lanham Trademark Act, 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338(b). Venue is proper in this Count under 28 U.S.C. 1391(b) and (c).

36. KCS repeats and re-alleges the allegations in paragraphs 1 through 23 above as if fully set forth herein.

37. Defendants Improper Acts herein constitute false designations of origin and false descriptions of the clothing sold and distributed by Defendants under the Mark and is likely to cause confusion or to deceive as to the affiliation, connection or association of KCS with Defendants, and as to the origin, sponsorship and/or approval of Defendants clothing.

38. The foregoing Improper Acts of Defendants constitute unfair competition in violation of Section 43(a) of the Lanham Act, 15 U.S.C. §1125(a).

39. By reason of all the foregoing, KCS is being irreparably harmed by Defendants willful and unauthorized use of the KCS Mark in the manner set forth above and will continue to be damaged unless Defendants are immediately enjoined from using or selling or distributing products bearing the Mark.

40. KCS will be irreparably injured by the continued acts of Defendants, unless such acts are immediately enjoined.

41. KCS has no adequate remedy at law.

COUNT III
COMMON LAW TRADEMARK INFRINGEMENT

42. Count III is for trademark infringement under the common law of the State of Florida. Subject matter jurisdiction over this Count is founded upon Section 32 of the Lanham Trademark Act and supplemental jurisdiction under 28 U.S.C. §1367. Venue is proper in this Count under 28 U.S.C. 1391(b) and (c).

43. KCS repeats and re-alleges the allegations in paragraphs 1 through 23 above as if fully set forth herein.

44. As explained above, KCS has acquired common law trademark rights in its Mark in connection with the clothing line produced by KCS and sold in commerce since late 2000.

45. The Improper Act of Defendants are likely to create confusion, mistake and deception of consumers into believing that Defendants Mark are authorized by, licensed by, sponsored by or otherwise associated with the common law trademark rights in the Mark owned by KCS.

46. Upon information and belief, the Improper Acts of Defendants constitute willful and deliberate infringement of KCS's common law rights in the Mark and will continue in willful and wanton disregard of KCS's valuable trademark rights.

47. The foregoing acts of Defendants constitute infringement of KCS's Mark in violation of the common law of the State of Florida.

48. By reason of all the foregoing, KCS is being damaged by Defendants' willful use of the Mark in the manner set forth above and will continue to be damaged unless Defendants are immediately enjoined from using Mark.

49. KCS will be irreparably injured by the continued acts of Defendants, unless such acts are enjoined. KCS has no adequate remedy at law.

COUNT IV
COMMON LAW UNFAIR COMPETITION

50. Count IV is for unfair competition under the common law of the State of Florida. Subject matter jurisdiction over this Count is founded upon 28 U.S.C. 1338(b) and supplemental jurisdiction under 28 U.S.C. §1367. Venue is proper in this Count under 28 U.S.C. 1391(b) and (c).

51. KCS repeats and re-alleges the allegations in paragraphs 1 through 23, above as if fully set forth herein.

52. The Defendants Improper Acts constitute a misappropriation of KCS's Mark and the goodwill associated therewith, acts of passing off, and an infringement of KCS's common law rights in the Mark, all of which constitute unfair competition under the common law of the State of Florida.

53. Upon information and belief, the Defendants Improper Acts constitute willful and deliberate unfair competition and will continue in willful and wanton disregard of KCS's valuable trademark rights.

54. The foregoing acts of Defendants constitute unfair competition under the common law of the State of Florida.

55. By reason of all the foregoing, KCS is being damaged by Defendants willful use of the Mark in the manner set forth above and will continue to be damaged unless Defendants are enjoined from using the designation.

56. KCS will be irreparably injured by the continued acts of Defendants, unless such acts are enjoined. KCS has no adequate remedy at law.

COUNT V
VIOLATION OF FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT

57. Count V is for violation of the Florida Deceptive and Unfair Trade Practices Act ("FDUPTA") F.S. § 501.201 et.seq. Subject matter jurisdiction over this Count is founded upon 28 U.S.C. 1338(b) and supplemental jurisdiction under 28 U.S.C. §1367. Venue is proper in this Count under 28 U.S.C. 1391(b) and (c).

58. KCS realleges and incorporates the allegations of paragraphs 1 through 23, above, as if fully set forth at length herein.

59. The Defendants Improper Acts in intentionally infringing upon the Mark and in otherwise using unfair methods of competition against KCS constitute unlawful trade acts and practices as defined by F.S.A. ss. 501.203 and 501.204 of the FDUPTA.

60. KCS has standing under F.S.A. s. 501.211(1) to obtain a judgment declaring that the foregoing unfair trade acts and practices violate the FDUTPA and enjoining the Defendants from further violating the FDUTPA in the same or similar manner.

61. KCS has retained the undersigned law firm to represent it in this matter and is obligated to pay it a reasonable fee. The Defendants are liable for this fee pursuant to F.S.A. s. 501.2105.

COUNT VI
FRAUD

62. Count VI is for Fraud under the common law of the State of Florida. Subject matter jurisdiction over this Count is founded upon supplemental jurisdiction under 28 U.S.C. §1367. Venue is proper in this Count under 28 U.S.C. 1391(b) and (c).

63. KCS repeats and realleges the allegations in paragraphs 1 through 23 of this complaint.

64. Ken Gerwit and Barbara Gerwit, individually, represented to KCS that the Mark was not substantially similar to or in competition with any existing trademarks, including the "Barbara Gerwit" trademark, which the Gerwits owned. This representation was further made during the creation of the Mark and when Ken Gerwit, as CEO on behalf of KCS, applied for, and signed his name to the trademark application in November 2000 with the USPTO.

65. As alleged above, at all times the Gerwits were aware and expressly consented to KCS's absolute ownership of the Mark, notwithstanding the existence of any other trademarks the Gerwits may have had legal rights to individually.

66. However, subsequent to the Gerwits leaving KCS to work for Gepetto, the Gerwits, for the first time, declared to KCS that the Mark infringes upon the "Barbara Gerwit" trademark registered in 1995 to Barbara Gerwit.

67. The Gerwits' statement to Ernesto Rodriguez, and Ken Gerwit's declaration in the application to USTPO for the registration of the Mark, as an employee of, and on behalf of KCS, that the "Therapy by Barbara Gerwit", did not "...to the best of his knowledge and belief..." bear "...near resemblance thereto as may be likely, when applied to the goods of such other person, to cause confusion, or to cause mistake, or to deceive..." and Ken Gerwit's statement in

the application that "...no other person, firm, corporation, or association has the right to use the (Mark) in commerce, [except KCS]..." were thus false statements of material fact and were made in willful and wanton disregard for the rights and interests of KCS.

68. KCS reasonably relied on the Gerwits' false statements to its detriment.

69. As a proximate result of the Gerwits' false statements, KCS has incurred and will incur substantial direct and consequential damages.

70. All conditions precedent to this cause of action have occurred or have been performed or waived.

COUNT VII
TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIPS

71. Count VII is for tortious interference with a business relationship under the common law of the State of Florida. Subject matter jurisdiction over this Count is founded upon supplemental jurisdiction under 28 U.S.C. §1367. Venue is proper in this Count under 28 U.S.C. 1391(b) and (c).

72. KCS repeats and realleges the allegations contained in paragraphs 1 through 23 of this complaint.

73. Since first using the Mark, KCS has formed numerous and profitable business relationships with customers, manufacturers, and vendors of the Mark.

74. Defendants are fully aware of these existing business relationships.

75. By virtue of the Improper Acts, Gepetto, Barbara Gerwit and Ken Gerwit have willfully, intentionally, and maliciously and without justification interfered with KCS' existing business relationships.

76. KCS has suffered and will continue to suffer substantial damages as a result of Gepetto, Barbara Gerwit and Ken Gerwit's improper actions.

COUNT VIII
DEFAMATION

77. Count VIII is for Defamation under the common law of the State of Florida. Subject matter jurisdiction over this Count is founded upon supplemental jurisdiction under 28 U.S.C. §1367. Venue is proper in this Count under 28 U.S.C. 1391(b).

78. KCS repeats and realleges the allegations contained in paragraphs 1 through 23 of this complaint

79. As alleged above, Ken Gerwit and Clifford Stein's made negative and slanderous statements to people in the manufacturing and clothing industry concerning Ernesto Rodriguez's character in order to induce them to stop doing business with KCS.

80. Such statements were false and caused injury to KCS.

COUNT IX
TEMPORARY AND PERMANENT INJUNCTIVE RELIEF

81. Count IX is for temporary and permanent injunctive relief under the Lanham Act, the Florida Deceptive and Unfair Trade Practices Act, and the common law of the state of Florida. Subject matter jurisdiction over this Count is founded upon 15 U.S.C § 1116 b) and supplemental jurisdiction under 28 U.S.C. §1367. Venue is proper in this Count under 28 U.S.C. 1391(b) and (c).A.

82. KCS repeats and realleges the allegations contained in paragraphs 1 through 80 of this complaint.

83. There is a substantial likelihood of success on the merits of this case because KCS's first use of the Mark in commerce and the Gerwits acquiescence to KCS's use, validity and ownership of the Mark clearly shows that KCS is the proper owner of the Mark and the Defendants Improper Acts are infringing upon KCS's rights and will continue to infringe upon KCS's rights unless enjoined. Furthermore, consumers are likely to be confused and misled about the authorization, sponsorship, affiliation and source of the Mark if Defendants are allowed to continue to sell the identical Mark as KCS. KCS has a clear legal right under the Lanham Act, the Florida Deceptive and Unfair Trade Practices Act, and the common law of the state of Florida to prevent violations and infringement on its Mark.

84. KCS will be irreparably harmed unless the Defendants are enjoined from continuing to perform the Improper Acts. Among other things, Defendants Improper Acts are designed to put KCS out of business, and Defendants Improper Acts are likely to confuse consumers about the true ownership of the Mark. By Defendants engaging in the Improper Acts, the damage to KCS's reputation and loss of goodwill is nearly impossible to determine rendering the damage irreparable.

85. KCS has no adequate remedy at law, as the losses, which will be suffered by KCS as a result of Defendants Improper Acts, are impossible to accurately calculate. Moreover, any damage award may come too late to save KCS's business and reputation.

86. In addition, the injunctive relief sought by KCS will serve the public interest as it will protect KCS's customers as well as KCS from the Defendants Improper Acts.

PRAYER FOR RELIEF

WHEREFORE, KCS prays for the following relief:

A. That Defendants and their parents, subsidiaries and affiliated companies, their respective officers, agents, servants, employees and attorneys and those persons in active concert or participation with them who receive actual notice of the injunction by personal service or otherwise, be temporarily, preliminarily and permanently restrained and enjoined from using, affixing, offering for sale, selling, advertising or promoting goods not emanating from KCS with the Mark.

B. That Defendants and their parents, subsidiaries and affiliated companies, their respective officers, agents, servants, employees and attorneys and those persons in active concert or participation with them who receive actual notice of the injunction by personal service or otherwise, be temporarily, preliminarily and permanently restrained and enjoined from use of any false descriptions or representations or any false designations of origin or from otherwise committing any acts of unfair competition with respect to KCS and its Mark without the authorization of KCS.

C. That Defendants and their parents, subsidiaries and affiliated companies, their respective officers, agents, servants, employees and attorneys, and those persons in active concert or participation with them who receive actual notice of the injunction by personal service or otherwise, be temporarily, preliminary and permanently enjoined from diluting the distinctiveness and goodwill established by KCS in its Mark.

D. That the Court award an accounting to KCS for the profits of Defendants and for the damages sustained by KCS as a result of the willful, intentional and wrongful conduct of Defendants.

E. That because of the willful nature of Defendants' acts, the Court enter a judgment for treble the amount of the aforesaid damages.

F. That the Defendants be required to pay KCS its costs in this action including reasonable attorneys' fees.

G. That the Defendants be required to publicly publish a letter to all persons and entities in the industry withdrawing all negative and defamatory comments, and acknowledging KCS right to manufacture, design, market, and sell the Mark in commerce.

H. That KCS be granted such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

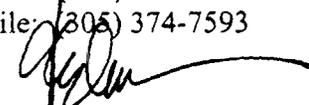
Pursuant to Federal Rule of Civil Procedure 38(b), KCS hereby demands trial by jury as to all claims in this litigation.

Respectfully submitted,

BILZIN SUMBERG DUNN BAENA PRICE & AXELROD LLP

Attorneys for Defendant, Crown Life - ? TYPED
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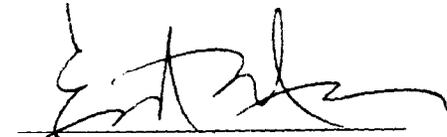
Ron Denman
Florida Bar No. 863473
Daniel R. Green
Florida Bar No. 184519

VERIFICATION

STATE OF FLORIDA)
) ss.
COUNTY OF MIAMI-DADE)

Ernesto Rodriguez, being duly sworn, testifies:

1. I am the President of KCS-Miami, Inc.
2. I have reviewed the foregoing motion and, based on my personal knowledge, the facts set forth therein are true and correct.



Ernesto Rodriguez
President of KCS-Miami, Inc.

The foregoing instrument was acknowledged before me this 20 day of February, 2002 by Ernesto Rodriguez, as President of KCS-Miami, Inc, who is personally known to me or who has produced a Drivers License as identification.

Deanna M. Van Der Meid
Print Name: Deanna M. Van Der Meid
Title: _____

Commission No. _____



Deanna M. Van Der Meid
MY COMMISSION # CC740376 EXPIRES
September 1, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

TAB

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June 11, 2002



06-12-2002

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #34

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*NOT ADMITTED IN FL
▼BOARD CERTIFIED INTERNATIONAL LAW

Clerk of the Court
United States Patent and Trademark Office
Trademark Trial and Appeal Board
2900 Crystal Drive
Arlington, Virginia 22202

FEDERAL EXPRESS

JUN 18 AM 8:33
FEDERAL TRIAL AND
APPEAL BOARD

**RE: IN THE MATTER OF TRADEMARK REGISTRATION No.: 1,934,369
KCS-MIAMI, INC. PETITIONERS V. KENNETH C. GERWIT, REGISTRANT
CANCELLATION No.: 92,040,135 - OUR FILE No. 018145**

Dear Sir or Madame:

We are enclosing for filing in this action Registrant's Memorandum of Law in Opposition to Motion to Compel Discovery.

Should you have any questions, please do not hesitate to contact the undersigned.

Sincerely yours,
SANDLER, TRAVIS & ROSENBERG, P.A.
By:
Jorge Espinosa

Enclosures

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WASHINGTON, D.C. NEW YORK BALTIMORE SAN FRANCISCO CHICAGO BUENOS AIRES LOS ANGELES

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