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

Proceeding	92043516
Party	Defendant Stich, Willi Lorenz Stich, Willi Lorenz 950 Jennings Street Bethlehem, PA 18017
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7 **IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**  
8 **TRADEMARK TRIAL AND APPEAL BOARD**

9 JZCHAK N. WAJCMAN dba BILL  
10 LAWRENCE PRODUCTS and BILL  
11 LAWRENCE GUITAR PICKUPS,

12 Petitioner,

13 vs.

14 WILLI LORENZ STICH a/k/a BILL  
15 LAWRENCE,

16 Registrant/Respondent.

) Cancellation No.: 92043516  
) Serial Number: 76594437  
) Registration Number: 2,303,676  
)

) **In the matter of Registration No. 2,303,676**  
) **Mark: BILL LAWRENCE**  
) **Date Registered: December 28, 1999**  
)

) **BILL LAWRENCE'S OBJECTION TO**  
) **PETITIONER'S MOTION FOR**  
) **SUMMARY JUDGMENT BASED ON**  
) **UNPLED ISSUES.**

) **528.07(b) Not Defense Against Summary**  
) **Judgment**  
) .  
)

) Filed: September 22, 2006  
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)  
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17  
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19  
20 **I. Introduction.**

21  
22 1. Registrant Willi Lorenz Stich a/k/a Bill Lawrence, by his attorney, hereby objects to Petitioner's  
23 Consolidated Memorandum Of Points And Authorities In Opposition To Registrant's Motion For  
24 Summary Judgment And In Support Of Petitioner's Motion For Summary Judgment [*hereinafter*  
25 Petitioner's MSJ] because the four grounds for which Petitioner contends "no genuine issue of material

1 facts exists” were unpled in the Petition For Cancellation. Petitioner’s Notice of Motion and Motion For  
2 Summary Judgment, p.2, filed concurrently with (filed August 23, 2006).

3 2. Wajcman may not defend against a motion for summary judgment by asserting the  
4 existence of genuine issues of material fact as to an unpleaded claim or defense. See § 528.07(b)  
5 **Not Defense Against Summary Judgment.** Cf. *Blansett Pharmacal Co. v. Carmrick*  
6 *Laboratories Inc.*, 25 USPQ2d 1473, 1477 (TTAB 1992) (may not assert unpleaded Morehouse  
7 defense); *Perma Ceram Enterprises Inc. v. Preco Industries Ltd.*, 23 USPQ2d 1134, 1135 n.2  
8 (TTAB 1992) (no consideration given to three unpleaded grounds asserted by opposer in  
9 response to applicant’s motion for summary judgment).

10 3. Registrant Bill Lawrence hereby objects to the following four issues being used as  
11 grounds for Petitioner’s motion for summary judgment because they were not pled in his Petition  
12 for Cancellation. The Board should give them no consideration.

## 14 II.

### 15 First Grounds

16 **Wajcman Did Not Plead in His Petition For Cancellation That “Petitioner has properly  
17 acquired prior use of the mark registered as Registration No. 2,303,676 (the “Bill  
18 Lawrence mark”) because he directly or indirectly purchased all rights therein”.**

19 4. Wajcman states as a first ground for summary judgment that “Petitioner has properly acquired  
20 prior use of the mark registered as Registration No. 2,303,676 (the “Bill Lawrence mark”) because he  
21 directly or indirectly purchased all rights therein”. Petitioner’s Notice of Motion and Motion for  
22 Summary Judgment, p.1. Petitioner has not pleaded an explanation of how his direct or indirect  
23 purchases, whatever these are, were proper or that he avoided self-dealing, or that the conditions  
24 precedent were met or that the transactions were fully performed. And his Application for the same mark  
25 contradicts his Petition for Cancellation.

### A.

**Wajcman Did Not Plead in His Petition for Cancellation That “Petitioner Has Properly  
Acquired Prior Use Of The Mark” Because Wajcman Does Not Explain How Use By  
Related Companies Such As Lawrence Sound Research, Inc. and Degalim, Inc.**



1 his Petition For Cancellation can be assumed to be true for purposes of his motion for summary  
2 judgment, but they can't both be true since they are contradictory.

3 10. Wajcman alleges in his Application that he first used the mark "Bill Lawrence" in "Interstate"  
4 commerce" in "1976 for electronic sound pickup for guitars; 1982 for guitars". Wajcman fails to plead or  
5 explain in his Petition for Cancellation how his first use in 1976 and 1982 is consistent with his  
6 "properly" acquiring "prior use" of the same mark starting from Lawrence Sound Research, Inc. through  
7 Degalim, Inc. (a suspended Corporation), and the Third National Bank, as alleged in his motion for  
8 summary judgment. Petitioner's Notice of Motion and Motion for Summary Judgment, p.1.

9 11. If Wajcman were already using the mark in 1976 and 1982, he is precluded from now pleading  
10 or arguing that he later properly acquired "directly or indirectly" that same mark. After all, Wajcman  
11 declared under oath that "to the best of his/her knowledge and belief no other person, firm, corporation, or  
12 association ha the right to use the above identified mark in commerce, either in the identical form thereof  
13 or in such near resemblance thereto as to be likely, when use on or in connection with the goods/services  
14 of such other person, to cause confusion, or to cause mistake, or to deceive". Declaration, Application  
15 No. 76,594,437 (filed May 24, 2004, signed by Jzchak N. Wajcman).

16 12. At the time of filing his Application, Wajcman knew of the "Assignment" allegedly assigning  
17 rights to the trade name as well as his subsequently purchase transactions that "directly and indirectly"  
18 resulted in his alleged acquisition of the mark. Wajcman has not pled or explained how his sworn  
19 statement in his Application that he individually was already the "owner of the trademark/service mark  
20 sought to be registered" is consistent with his allegations in his Petition for Cancellation that first  
21 Lawrence Sound Research, Inc., then the Third National Bank in Nashville and then Degalim, Inc. held  
22 the rights to the same mark.

23 13. By pleading that "the mark BILL LAWRENCE" was owned by Lawrence Sound Research,  
24 Inc., Wajcman fails to properly plead that he had acquired prior use of the mark Bill Lawrence®. Petition  
25 for Cancellation, para. 1. By asserting in his Application that he first used the mark in 1976 and 1982,

1 Wajcman precludes any subsequent assertion that he later acquired the same mark starting allegedly with  
2 Lawrence Sound Research, Inc. “[i]n or about June 1982.”

3 14. The Petition for Cancellation does not plead any explanation of how the use by predecessors in  
4 interest to the mark “Bill Lawrence”, if there were any, inured to the benefit of Wajcman individually.  
5 Wajcman’s own Application indicates that he is claiming first “use” of the mark in his individual capacity  
6 since 1976 and 1982. Such first use by Wajcman individually would later prevent him from “properly”  
7 acquiring the same mark from predecessors in interest. No reasonable interpretation of his Petition for  
8 Cancellation would conclude that he has pleaded that he has “properly acquired prior use of the mark  
9 registered as Registration No. 2,303,676 (the “Bill Lawrence Mark”) because he directly or indirectly  
10 purchased all rights therein”.

11 15. Wajcman has failed to plead that he “has properly acquired prior use of the mark  
12 registered as Registration No. 2,303,676 (the “Bill Lawrence mark”) because he directly or  
13 indirectly purchased all rights therein”. Petitioner’s Notice of Motion and Motion for Summary  
14 Judgment, p.1. At the very least, Wajcman’s failure to plead how his later acquisitions through purchase  
15 transactions of the mark which he first used before those transactions precludes the Board from  
16 considering this first ground for summary judgment.

17 16. Accordingly, this first ground for Wajcman’s Motion for Summary Judgment should not  
18 be considered.

19 **C.**

20 **Wajcman Did Not Plead in Either His Petition for Cancellation or in his Application**  
21 **That He Properly Acquired Prior Use Of The Mark “Directly or Indirectly” Because**  
22 **Wajcman Does Not Plead How the Corporate Use of the Mark By Lawrence Sound**  
**Research, Inc., Degalim, Inc., and Third National Bank Accrued to Wajcman’s**  
**Individual Benefit Without Self-Dealing.**

23 17. Wajcman did not comply with Section 2.38 which requires explanation of the prior use by any  
24 predecessor in interest and how their use inures to the benefit of the applicant.

25 18. §2.38 Use by predecessor or by related companies.

1 (a) If the first use of the mark was by a predecessor in title or by  
2 a related company (sections 5 and 45 of the Act), and the use inures  
3 to the benefit of the applicant, the dates of first use (§§  
4 2.34(a)(1)(ii) and (iii)) may be asserted with a statement that  
5 first use was by the predecessor in title or by the related company,  
6 as appropriate.

7 (b) If the mark is not in fact being used by the applicant but is  
8 being used by one or more related companies whose use inures to the  
9 benefit of the applicant under section 5 of the Act, such facts must  
10 be indicated in the application.

11 (c) The Office may require such details concerning the nature of the  
12 relationship and such proofs as may be necessary and appropriate for  
13 the purpose of showing that the use by related companies inures to  
14 the benefit of the applicant and does not affect the validity of the  
15 mark.

16 19. In his Petition for Cancellation Wajcman cites prior use by two corporate entities and one bank,  
17 i.e. Lawrence Sound Research, Inc., Degalim, Inc., and the Third National Bank. However, Wajcman  
18 fails to plead an explanation of how the use by these corporations properly inured to Wajcman's benefit  
19 individually. Wajcman's allegation that "Degalim, Inc. and Third National Bank assigned all of the  
20 rights, title and interest in the trademarks and trade names of Lawrence Sound Research, Inc. and Willi L.  
21 Stich a/k/a Bill Lawrence including, without limitation, the mark BILL LAWRENCE to Petitioner" does  
22 not explain how this assignment was proper.

23 20. Nor does the pleadings show how Petitioner properly obtained rights to the mark because it  
24 appears from the pleadings that it was not possible for the Third National Bank to assign any rights in the  
25 mark "[i]n or about March 1985" to Petitioner when "[i]n or about June 1984 a "purchase transaction with  
[the same] Third National Bank in Nashville, TN" had already transferred all of the Third National  
Bank's rights in the mark to Degalim, Inc. Petition for Cancellation, para. 2, 3.

26 **D.**

27 **Wajcman Did Not Plead That He Properly Acquired Prior Use Of The Mark Because**  
28 **Wajcman Submitted a False and Forged Copy of an "Assignment" of Rights to the Mark.**

29 21. Nor in his Petition for Cancellation does Wajcman allege any explanation for how he "properly"  
30 acquired any rights to the trademark Bill Lawrence®. Earlier Wajcman, through his attorney, submitted a  
31 forged copy of an alleged "Assignment". In this forged document, Wajcman attempted to show that the

1 interest in a mark transferred to Lawrence Sound Research, Inc. was “without limitation”. Petition For  
2 Cancellation, paras. 1, 2, and 3. However, the two lines that Wajcman left out of the forged copy limited  
3 the term of any alleged assignment to six (6) years.

4 22. By its very terms the alleged “assignment” only transferred the trade name “Lawrence” to  
5 Lawrence Sound Research, Inc., not the trademark Bill Lawrence®. Moreover, the two lines of the  
6 “Assignment” that Wajcman left out limited the term of any such assignment to six (6) years. Hence, any  
7 interest in the trade name “Bill Lawrence” that Lawrence Sound Research, Inc. obtained and later  
8 transferred was limited and expired.

9 23. Wajcman has admitted that the copy of this document that he submitted to the Patent and  
10 Trademark Office is false. Motion to Introduce Document From Other Proceeding. Bill Lawrence has  
11 properly objected to the Board taking any judicial notice of this forged document. Without this forged  
12 “Assignment”, Wajcman has failed to plead how he “has properly acquired prior use of the mark”  
13 because he has not pled or explained how Lawrence Sound Research, Inc. acquire any rights to the mark.  
14 Petitioner’s MSJ, p.1:5-7. By not withdrawing this forged document, Wajcman perpetuates a continuing  
15 fraud on the PTO and the Board.

16 24. But even if the PTO were to allow Wajcman to continue to rely on this forged “Assignment”,  
17 Wajcman has failed to plead that the “various intellectual property” of Lawrence Sound Research, Inc.  
18 included “without limitation, the mark BILL LAWRENCE.” Petition for Cancellation, para. 1.  
19 Wajcman’s use of the term “mark” is inexact and misleading since the alleged “Assignment” pertains  
20 only to a “trade name” while the Petition for Cancellation refers to a “mark”.

21 25. Wajcman’s pleadings are incomplete and/or misleading. Accordingly, the Board should not  
22 consider this first ground for summary judgment.

### 23 III.

#### 24 Second Grounds

25 **Wajcman Did Not Plead That “Petitioner’s Rights In the Bill Lawrence Mark Have  
Not Been Abandoned, As he Has Used the Mark On Guitars and Electronic Sound  
Pickups For Guitars Since Acquiring the Same”**

1 26. Presumably Wajcman is referring to his allegation: “Petitioner has continuously used the mark  
2 BILL LAWRENCE with musical instruments and accessories, namely, guitar and electronic sound  
3 pickup for guitars in the United States since acquiring it from Degalim, Inc. and Third National Bank.”  
4 Petition For Cancellation, para. 4.

5 27. However, Wajcman’s pleadings in his Petition for Cancellation contradict his own statements of  
6 first use in his Application. In his Application, Wajcman asserts that he first used the mark in his  
7 individual capacity in “1976” and “1982”. Application No. 76,594,437, filed May 27, 2004. Such  
8 individual use, unless abandoned, would preclude Wajcman from later obtaining rights to the same mark  
9 “directly or indirectly” starting “[i]n or about June 1982 from Lawrence Sound Research, Inc. or [i]n or  
10 about June 1984 from Degalim, Inc.” or “[i]n or about March 1985 from Degalim, Inc. and Third  
11 National Bank”. Petition For Cancellation, para. 1, 2, and 3.

12 28. Moreover, it would have been impossible for the Third National Bank to assigned any rights,  
13 title, or interest in the trademarks and trade names “[i]n or about March 1985” because “[i]n or about June  
14 1984” the same Third National Bank had already sold those same rights “via a purchase transaction”.  
15 Petition for Cancellation, para. 2 and 3.

16 29. Wajcman’s Petition is devoid of any facts to show that Wajcman acquired any interest in the  
17 trademark Bill Lawrence®. Wajcman, through his attorney, submitted forged document which shows  
18 that at most Lawrence Sound Research, Inc. acquired the trade name for only six (6) years. Moreover,  
19 Wajcman does not allege that he also acquired the good will associated with “Bill Lawrence”, “directly or  
20 indirectly”. Since no trademark may be separated from the good will generated the use of the trademark,  
21 by failing to plead or explain whether he also acquired the good will associated with any mark “Bill  
22 Lawrence”, Wajcman fails to adequately plead that he acquired and did not “abandon” the trademark Bill  
23 Lawrence®.

24 30. Wajcman has not pled that he “properly” acquired any rights in the mark. His Application for  
25 the same mark contains an allegation of first use pre-dating any “acquiring the same”. He relies on a

1 forged copy of an “Alleged” assignment that pertained to only a trade name, not a trademark. And that  
2 “Assignment” of any rights to a mark lasted for only six (6) year. Moreover, Wajcman has not pleaded  
3 how the corporate use of any mark by his predecessors in title and interest accrued to him personally.

4 31. Wajcman is not allowed to avoid a finding of summary judgment against him based on a bare,  
5 unpled allegation that he has not abandoned the mark. Accordingly, this second grounds for Wajcman’s  
6 Motion for Summary Judgment should not be considered.

#### 7 IV.

#### 8 Third Grounds

#### 9 Wajcman Did Not Plead That “Registrant’s Use of the Trademark and Trade Name 10 “Bill Lawrence” Is Infringing Upon Plaintiff’s Rights In the Trademark and Trade 11 Name “Bill Lawrence”.

12 32. Petitioner’s use of the term “Mark” or “mark” is inconsistent. It is unclear from the Petition for  
13 Cancellation what Wajcman means by the term “mark”.

14 33. The Petition for Cancellation refers only to the “mark BILL LAWRENCE”, without specifying  
15 whether this is a trade name, trademark or service mark. (Petition for Cancellation, filed July 16, 2004).  
16 Then, Petitioner starts alleging that “Registrant’s use of the trademark and trade name “Bill Lawrence” is  
17 infringing on Plaintiff’s rights in the trademark and trade name “Bill Lawrence”. (Petitioner’s Notice of  
18 Motion and Motion for Summary Judgment, filed August 18, 2006, p.1).

19 34. The allegation that Lawrence Sound Research, Inc. became the owner of the “mark BILL  
20 LAWRENCE” is vague and ambiguous, especially in light of Petitioner’s use of both “trade name” and  
21 “trademark” in his pending Petitioner’s MSJ. But even if the document filed in this proceeding and relied  
22 upon by Wajcman, i.e. the “Assignment”, were allowed into evidence, that assignment transferred only a  
23 trade name for a limited time. There is no mention in the “Assignment” of any trade mark.

24 35. Wajcman then pleads that “Registrant’s mark so resembles Petitioner’s mark and/or trade name  
25 previously used in the United States . . .”, which appears to limit the pleadings to the trade name only.  
Petition For Cancellation, para. 12.

1 36. Since Wajcman did not plead in his Petition for Cancellation that he acquired the “trade name  
2 and trademark” “Bill Lawrence”, he cannot now move for summary judgment on the issue that Bill  
3 Lawrence is now “infringing upon Plaintiff’s rights in the trademark and trade name “Bill Lawrence”.

4 37. Petitioner’s use of the term “mark” in his Petition For Cancellation is too vague and ambiguous  
5 to support any motion for summary judgment by Wajcman pertaining to the “trade name and trademark”  
6 “Bill Lawrence”. Infringement on any interest in a trade name should be handled by the State of  
7 California, while any alleged infringement of a trademark requires exact pleading.

8 38. Accordingly, this third ground for Wajcman’s Motion for Summary Judgment should not be  
9 considered.

10 **V.**

11 **Fourth Grounds**

12 **Wajcman Did Not Plead That “Registrant’s Application for the Bill Lawrence Mark is**  
13 **Fraudulent Because He Knew That He Had Transferred All of His Rights in the Bill**  
14 **Lawrence Mark to Petitioner.”**

15 39. Despite the confusing and rambling consolidated memorandum in opposition, Wajcman is still  
16 not entitled to move for summary judgment on this fourth ground because it was not pled in his Petition  
17 For Cancellation.

18 **A.**

19 **Wajcman Did Not Plead That “Registrant’s Application for the Bill Lawrence Mark is**  
20 **Fraudulent Because He Knew That He Had Transferred All of His Rights in the Bill**  
21 **Lawrence Mark to Petitioner” Because Wajcman Never Alleges That Bill Lawrence**  
22 **Transferred Anything to Petitioner.**

23 40. Wajcman did not allege in his Petition For Cancellation that Bill Lawrence “Knew that he had  
24 transferred all of his rights in the Bill Lawrence Mark to Petitioner.” There is absolutely no allegation in  
25 the Petition For Cancellation to the effect that “Bill Lawrence transferred all of his rights in the Bill  
Lawrence mark to Jzchak Wajcman”. Accordingly, this fourth ground for Petitioner’s MSJ cannot be  
considered by the Board.

**B.**

1           **Wajcman Did Not Plead That “Registrant’s Application for the Bill Lawrence Mark is**  
2           **Fraudulent Because He Knew That He Had Transferred All of His Rights in the Bill**  
3           **Lawrence Mark to Petitioner” Because Wajcman Fails to Allege With Any**  
4           **Particularity the Circumstances of the Alleged Fraud.**

5           41. Despite ample opportunities to amend his petition, Wajcman even now “fails to allege with  
6           particularity any facts” to prove fraud in Lawrence’s application or that Bill Lawrence “knew that he had  
7           transferred all of his rights in the Bill Lawrence Mark” to Wajcman.

8           42. **FRCP**, Rule 9 requires that in “all averments of fraud or mistake, the circumstances constituting  
9           fraud or mistake shall be stated with particularity.” To avoid summary adjudication on the issue of fraud,  
10          it is not, as the opposition alleges, that “Wajcman must only show “that there is a genuine factual dispute  
11          for trial”” pertaining to fraud, CONSOLIDATED MEMORANDUM, p.1:13-14, citing TBMP ¶ 528.01  
12          at 500-102, but rather Wajcman must finally “allege with particularity any facts” to prove fraud. **FRCP**,  
13          Rule 9. It is now and always will be Wajcman’s burden as the alleger of fraud to first allege facts to  
14          support his allegations of fraud.

15          43. The Petition for Cancellation has a merely conclusory statement allegation: “Registrant has  
16          fraudulently obtained Registration No. 2,303,676 which Petitioner now seeks to cancel.” Petition for  
17          Cancellation, para. 14.

18          44. Petitioner then alleges in his summary-judgment motion that Bill Lawrence “knew that he had  
19          transferred all of his rights in the Bill Lawrence Mark” to Wajcman. Petitioners Notice of Motion and  
20          Motion for Summary Judgment, p.2.

21          45. Wajcman’s makes only two bare allegations for fraud. However, there no allegation in the  
22          Petition For Cancellation that Bill Lawrence “knew that he had transferred all of his rights in the Bill  
23          Lawrence Mark” to Wajcman. So Wajcman cannot use this unpled allegation as a basis for his motion  
24          for summary judgment.

25          46. Bill Lawrence knew that if any rights had been transferred, they were for a limited time—i.e. not  
“without limitation”—and pertained only to the trade name “Lawrence”—i.e. not the trademark Bill  
Lawrence®. Even if the PTO were to allow WAJCMAN to rely on his forged “Assignment”, that

1 assignment dealt only with trade names, and no successor in interest to Lawrence Sound Research, Inc.'s  
2 interest in the "trade name" "Lawrence" could thereafter acquire any rights to the trademark Bill  
3 Lawrence®.

4 47. Petitioner has had ample opportunity to amend his Petition for Cancellation, yet he has failed to  
5 do so, perhaps, as the meet-and-confer letters suggest, because WAJCMAN has no evidence that Bill  
6 Lawrence committed fraud. At the time of filing his Petition For Cancellation, Wajcman did not allege  
7 that Bill Lawrence "knew that he had transferred all of his rights in the Bill Lawrence Mark to Petitioner."  
8 Wajcman should not be allowed to circumvent FRCP Rule 9 and avoid specifying with particularity his  
9 allegations of fraud. Nor should Wajcman be allowed to defend against Bill Lawrence's motion for  
10 summary judgment by a bare counter-allegation of fraud.

11 48. Petitioner did not plead this fourth ground. Accordingly, this fourth ground for Petitioner's MSJ  
12 cannot be considered by the Board.

13  
14 **PRAYER**

15 **WHEREFORE, THE REGISTRANT prays for the following,**

16 For the above reasons, Registrant respectfully requests that the four grounds cited by the  
17 Petitioner be held unpled and that Wajcman's counter motion for summary judgment be stricken and not  
18 considered by the Board.

19  
20 Dated: September 22, 2006.

21 \_\_\_\_\_  
22 Gregory Richardson  
23 Attorney for Bill Lawrence  
24  
25

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that a copy of

3 BILL LAWRENCE'S OBJECTION TO PETITIONER'S MOTION FOR SUMMARY JUDGMENT BASED  
4 ON UNPLED ISSUES

5 on the following attorney of record for Petitioner, by depositing same with  
6 the United States Postal Service on this 22<sup>nd</sup> Day of September, 2006,  
7 addressed as follows:

8 Jay S. Kopelowitz  
9 Kopelowitz & Associates  
10 12702 Via Cortina, Suite 700  
11 Del Mar, California 92014

12 \_\_\_\_\_  
13 Gregory Richardson  
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