

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

KARIN MODELS,  
S.A.R.L.,  
A Societa A Responsabilita  
Limitata, Petitioner,

Cancellation Number: 92044040  
Registration Numbers: 2,114,051 and 2,115,957  
Mark: KARIN and KARIN MODELS (and design)  
International Class: 035

*75193584 and 75193583*

vs.

JEAN LUC BRUNEL,  
An Individual,  
Respondent.

**KARIN MODELS, S.A.R.L.'S MOTION FOR  
SUMMARY JUDGMENT AND MOTION TO STAY**

Petitioner Karin Models, S.A.R.L. ("Karin") by and through its undersigned attorneys and pursuant to Trademark Trial and Appeal Board Manual of Procedure § 528 and 37 C.F.R. § 2.127 moves for summary judgment and moves to stay the instant proceeding and in support thereof states as follows:

**INTRODUCTION**

Respondent executed fraudulent assignments for the two marks at issue in this case and filed and recorded them with the Patent and Trademark Office ("PTO"). Respondent also filed combined fraudulent Sections 8 & 15 Declarations for the two registrations at issue herein, but never revealed that **in truth, Respondent did not own the registrations.** The registrations are both owned by Karin. In order to be effective, the combined Sections 8 & 15 Declarations must be filed by the person who is the owner of the registration at the time the declaration is filed. The Sections 8 & 15 Declarations were not filed by the owner of the registrations, as shown by the assignment records in the PTO. The PTO should never have accepted these Section 8 & 15 Declarations. These material facts are not in dispute and summary judgment should be granted

03-20-2006

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in Karin's favor. The declaration of Etienne des Roys ("ROYS Declaration") is submitted in conjunction and in support of this Motion for Summary Judgment as Exhibit "1."

The decision in *Medinol Ltd. v. Neuro Vasx, Inc.*, 67 U.S.P.Q.2d 1205 (TTAB 2003) applies in this case. In *Medinol*, the Trademark Trial and Appeal Board ("TTAB") held that the filing of a sworn allegation of use that the mark was being used on all of the goods, when in fact it was not, constitutes a fraud. Fraud in securing and maintaining the registration of the federal trademark constitutes grounds for cancellation within 15 U.S.C. § 1064. *General Car & Truck Leasing*, 17 U.S.P.Q.2d at 1401 (S.D. Fla. 1990) (canceling registration for filing fraudulent Section 8 & 15 Declaration). As in *Medinol* and *General Car*, Respondent's filing of the fraudulent assignments and fraudulent Section 8 & 15 Declarations constitutes fraud and the registrations for KARIN and KARIN MODELS should be canceled.

As an alternative to canceling the registrations, Karin requests Respondent's Sections 8 & 15 Declarations be cancelled and Karin's Sections 8 & 15 Declarations (Exhibit "2") be substituted, filed *nunc pro tunc* as of May 18, 2004,<sup>1</sup> or alternatively Karin requests that the fraudulent assignments be stricken, which will result in the PTO's records reflecting ownership of Registration Nos. 2,114,051 and 2,115,957 in Karin's name.

#### UNDISPUTED MATERIAL FACTS

1. On November 5, 1996, Models Management Group, Inc. ("MMG") filed applications for KARIN (words only) and KARIN MODELS (and design), which became the registrations at issue in this case. Registration Number 2,114,051 for KARIN (words only) was registered on

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<sup>1</sup> Karin has not submitted the required fees for the Sections 8 & 15 Declarations attached hereto as Exhibit "2." In the event the Sections 8 & 15 Declarations are accepted and deemed timely filed, Karin grants the TTAB permission to withdraw the required fees from its PTO deposit account number 502524.

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November 25, 1997 for modeling agency services in International Class 035, with a first use date of July 19, 1996. Registration Number 2,115,957 for KARIN MODELS (and design) was registered on November 18, 1997 for modeling agency services in International Class 035, with a first use date of July 19, 1996. True and correct copies of the trademark registrations are attached hereto as Composite Exhibit "3."

2. On December 12, 1996, MMG assigned all of its right, title, and interest in the service marks KARIN (words only) and KARIN MODELS (and design), along with the goodwill symbolized by the service marks and applications to Karin ("Assignments"). See ROYS Declaration, ¶ 3. Copies of the Assignments are attached to the ROYS Declaration as Composite Exhibit "A."

3. The Assignments showing Karin's ownership of the registrations were recorded with the PTO on December 5, 1997. See ROYS Declaration, ¶ 4. This was the last legal entry in the records of the PTO. Copies of the Trademark Assignment Abstract of Title for both registrations are attached to the ROYS Declaration as Exhibit "B."

4. On December 12, 1996, Karin and MMG entered into a license agreement whereby Karin licensed to MMG the right to use both of the marks of the registrations. See ROYS Declaration, ¶ 5. A copy of the license agreement is attached to the ROYS Declaration as Exhibit "C."

5. On January 14, 2004, a person purportedly acting on behalf of MMG, executed assignments that purportedly assigned the registrations and goodwill of the service marks KARIN (words only) and KARIN MODELS (and design) ("Fraudulent Assignments") from MMG to Respondent. See ROYS Declaration, ¶ 6. Copies of the Fraudulent Assignments are attached to the ROYS Declaration as Composite Exhibit "D." These assignments are null and

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void because MMG did not own the service marks as shown by the records of the PTO and therefore MMG could not assign them to Respondent.

6. On January 15, 2004, Respondent submitted the Fraudulent Assignments for recordation with the PTO. See ROYS Declaration, ¶ 7. Copies of the Trademark Assignment Abstract of Title for both registrations are attached to the ROYS Declaration as Exhibit "B." These Fraudulent Assignments were recorded at Reel/Frame 2778/0231.

7. On May 18, 2004 and May 21, 2004, Respondent submitted a combined Sections 8 & 15 Declarations wherein he wrongfully declared himself to be the owner of the registrations for KARIN and KARIN MODELS ("Fraudulent Sections 8 & 15 Declarations"). Copies of the Fraudulent Sections 8 & 15 Declarations for the registrations are attached hereto as Exhibit "4."

8. The records of the PTO show that Karin is the proper and true owner of the registrations by virtue of the first assignment recorded in the PTO for No. 2,114,051 at Reel/Frame 1563/0132 and for No. 2,115,957 at Reel/Frame 1563/0141 in 1997, Exhibit "B" to the ROYS Declaration.

### **THE STANDARD FOR SUMMARY JUDGMENT**

In order to prevail on a motion for summary judgment pursuant to the Trademark Trial and Appeal Board Manual of Procedure, the moving party must show that there is no genuine issue of material fact and that it is entitled to judgment as a matter of law. See T.M.B.P. § 528.01 (citing, *inter alia*, *Celotex Corp. v. Catrett*, 477 U.S. 317, 322, 106 S. Ct. 2548, 91 L.Ed.2d 265 (1986)). A party may rely on "pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any," to show that there is no genuine issue as to any material fact. T.M.B.P. § 528.01 (citing Federal Rule of Civil Procedure 56(c)). "A fact is material if it 'may affect the decision, whereby the finding of that fact is relevant and

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necessary to the proceedings.” *Id.* (internal citation omitted). The above mentioned facts are not in dispute.

### MEMORANDUM OF LAW

Summary judgment is proper in this case for two reasons. First, the PTO should never have accepted the Fraudulent Section 8 & 15 Declarations. As is clear from the chain of title, at the time of the filing of the Fraudulent Assignment and Fraudulent Section 8 & 15 Declarations by Respondent, the registrations were owned by Karin. The chain of title is as follows: the applications were filed by MMG and the marks were subsequently **assigned to Karin. This vested title of the marks and registrations is in Karin, where it remains today, as shown in the official assignment records in the PTO.** The marks were licensed back to MMG. MMG used the marks pursuant to the license agreement, but was only a licensee and not the owner of record of the registration as shown by the assignment records in the PTO.

Respondent, who was a principal of MMG, gained majority control of the corporation and passed a resolution, which permitted the Fraudulent Assignments to be executed. MMG then executed the Fraudulent Assignments, purporting to assign the marks from MMG to Respondent. But MMG was not the title holder (owner) of record at the time. **Obviously the marks could not be assigned by MMG as it did not own the marks, they were owned by Karin.**

Thus, the PTO, on the face of its own records, should not have accepted the Fraudulent Assignments and the registrations should be cancelled, or Respondent's Sections 8 & 15 Declarations should be cancelled and Karin's Sections 8 & 15 Declarations attached hereto as Exhibit "2" should be accepted and timely filed *nunc pro tunc* as of May 18, 2004 or, in the

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alternative, Respondent's Fraudulent Assignments should be cancelled, resulting in correcting the PTO's records to reflect ownership of Registration Nos. 2,114,051 and 2,115,957 by Karin.

Additionally, Respondent, in filing the Fraudulent Assignments and the Fraudulent Section 8 & 15 Declarations, committed a fraud in the maintenance of the registrations for KARIN and KARIN MODELS. Fraud in securing and maintaining the registration of a federal trademark constitutes grounds for cancellation within 15 U.S.C. § 1064.<sup>2</sup> *General Car & Truck Leasing*, 17 U.S.P.Q.2d at 1401 (granting partial summary judgment canceling registration in favor of defendant based upon plaintiff's filing of its Section 8 & 15 Declaration declaring use of the mark on all services in the registration, when it was not using the mark for aircraft and boats because it is considered a fraud on the PTO); *see also Medinol Ltd.*, 67 U.S.P.Q.2d at 1205. The Southern District of Florida in *General Car & Truck* went on to note that:

[a] contrary ruling would in effect sanction open and notorious fraud by those filing false affidavits under Sections 8 ... and 15 of the Statute and thereby serve to contravene and place in doubt the presumptions afforded registrations under Section 7(b) [15 U.S.C. § 1057(b)] thereof. *Volkswagenwerk A.G. v. Advance Welding & Mfg. Corp.*, 184 U.S.P.Q. 367, 368 (TTAB 1974).

17 USPQ2d at 1401.

The TTAB's seminal decision in *Medinol* is binding in this case. In *Medinol*, Neuro Vasx, Inc. ("NVI") filed an intent-to-use application for NEUROVASX for "medical devices, namely, neurological stents and catheters." *Medinol*, 67 USPQ2d at 1205. NVI filed a Statement of Use on January 7, 2000 indicating that it was using the mark in commerce on or in

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<sup>2</sup> Although not citable as binding precedent, the TTAB has held that the filing of a Section 8 & 15 Declaration where there is no use of the mark for all of the goods identified in the identification constitutes fraud, subjecting it to cancellation. *Jimlar Corp. v. Montrexpert S.P.A.*, 2004 WL 1294397 (TTAB 2004) (combined declaration of continued use under Sections 8 & 15 is fraudulent where there was no use of athletic footwear and slippers).

connection with the goods. *Id.* at 1206-1207. Medinol Ltd. filed a Petition to Cancel the registration alleging that at the time NVI submitted its Statement of Use to the PTO, NVI had not used the mark on or in connection with stents. *Id.* at 1206. NVI admitted that it had never used the mark in connection with stents and requested that the word "stent" be deleted from the list of goods. *Id.* at 1207. The TTAB denied that request. *Id.* The TTAB found that a fraud is committed when the applicant makes material representations of fact in a declaration which it knows or should know to be false or misleading. *Id.* at 1209. The TTAB went on to state that it need not inquire about the respondent's subjective intent; it need only inquire about the objective manifestations of that intent. *Id.*; *see also General Car*, 17 USPQ2d at 1400 ("proof of specific intent to commit fraud is not required, rather, fraud occurs when an applicant or registrant makes a false material representation that the applicant or registrant knew or should have known was false.").

As recently as January 10, 2006, *Medinol* was again affirmed by the TTAB in a citable decision, *Standard Knitting, Ltd. v. Toyota Judosha Kabushiki Kaisha*, Cancellation No. 91116242. In *Standard Knitting*, the TTAB found that an allegation of use and two use based applications where the mark was not actually being used for all of the goods identified constituted fraud. The TTAB found that the opposer in *Standard Knitting* committed fraud on the PTO in procuring each of the three registrations and ordered them cancelled in their entireties and went on to confirm, once again, that fraud cannot be cured by deletion of goods from the registrations.

#### CONCLUSION

The PTO should never have accepted the Fraudulent Assignments. Moreover, Respondent, in filing the Fraudulent Assignments and the Fraudulent Section 8 & 15

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Declarations, committed a fraud in the maintenance of the registrations for KARIN and KARIN MODELS, which constitutes grounds for cancellation within 15 U.S.C. § 1064. Karin requests that Registration Nos. 2,114,051 and 2,115,957 be cancelled, that this Petition for Cancellation be sustained in favor of Karin, or, in the alternative, Respondent's Sections 8 & 15 Declarations should be cancelled and Karin's Sections 8 & 15 Declarations attached hereto as Exhibit "2" should be accepted and timely filed *nunc pro tunc* as of May 18, 2004 or, in the alternative, Respondent's Fraudulent Assignments should be withdrawn, resulting in correcting the PTO's records to reflect ownership of Registration Nos. 2,114,051 and 2,115,957 by Karin, and any other further relief deemed appropriate by this Board.

#### **MOTION TO STAY**

It is proper for the TTAB to stay the proceedings pending the outcome of a motion for summary judgment. TBMP §510.03 (a) (noting that the case will be suspended by the Board with respect to all matters not germane to the potentially dispositive motion) and §528.03 (same). Trademark Rule 2.127(d) provides that "when any party files a motion to dismiss, or a motion for judgment on the pleadings, or a motion for summary judgment, or any other motion which is potentially dispositive of a proceeding, the case will be suspended by the Trademark Trial and Appeal Board with respect to all matters not germane to the motion and no party should file any paper which is not germane to the motion except as otherwise specified in the Board's suspension order. If the case is not disposed of as a result of the motion, proceedings will be resumed pursuant to an order of the Board when the motion is decided."

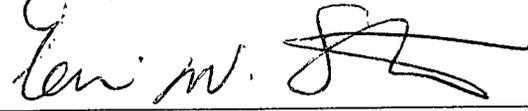
However, in an abundance of caution, Karin requests that the TTAB stay the instant proceedings, including engaging in and/or responding to any outstanding discovery requests. Karin has responses due to outstanding discovery today, March 16, 2006. Requiring responses

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to outstanding discovery requests would be a waste of resources because if the instant motion for summary judgment is granted, the responses will be moot. Karin requests that the Honorable Board stay the instant proceedings *nunc pro tunc* to March 16, 2006, the filing of the instant Motion for Summary Judgment and Motion to Stay.

Respectfully submitted,

**Karin Models, S.A.R.L.**

By: 

Steven E. Eisenberg/ FL Bar No.: 441112  
Henry S. Kaplan / USPTO No.: 25,346  
Erica W. Stump/ FL Bar No.: 427632

Dated: March 16, 2006

Feldman Gale, P.A.  
201 South Biscayne Boulevard  
Miami Center – Suite 1920  
Miami, Florida 33131  
Telephone (305) 358-5001  
Facsimile (305) 358-3309

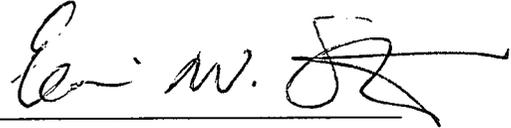
**CERTIFICATE OF MAIL AND CERTIFICATE OF SERVICE**

Date of Deposit: March 16, 2006

I HEREBY CERTIFY that this correspondence is being deposited with the United States Postal Service via regular mail with sufficient pre-paid postage, as First Class Mail in an envelope addressed to: Commissioner for Trademarks, Trademark Trial and Appeal Board, P.O. Box 1451, Alexandria, Virginia 22313-1451. I further certify that a copy of the foregoing

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Motion for Summary Judgment and Motion to Stay Proceedings has been served on Steven Kozlowski, Esq., by mailing said copy on March 16, 2006 via First Class Mail, postage prepaid and by facsimile to Steven Kozlowski, Esq., Kozlowski Law Firm, P.A., 927 Lincoln Road, Suite 118, Miami Beach, Florida, 33139.

A handwritten signature in black ink, appearing to read "Erica W. Stump", with a horizontal line drawn underneath it.

Erica W. Stump

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

KARIN MODELS,  
S.A.R.L.,  
A Societa A Responsabilita  
Limitata, Petitioner,

Cancellation Number: 92044040  
Registration Numbers: 2,114,051 and 2,115,957  
Marks: KARIN and KARIN MODELS (and design)  
International Class: 035

vs.

JEAN LUC BRUNEL,  
An Individual,  
Respondent.

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**DECLARATION OF ETIENNE DES ROYS IN SUPPORT OF  
MOTION FOR SUMMARY JUDGMENT**

1. My name is Etienne des ROYS and I am the gerant of Karin Models, S. A. R. L. ("Karin") and I am authorized to execute this declaration on behalf of said company in support of Karin's Motion for Summary Judgment.

2. I am personally familiar with the use of the KARIN and KARIN MODELS (and Design) marks and I am also familiar with the records maintained by Karin in the regular course of its business showing use of the marks KARIN and KARIN MODELS (and Design).

3. On December 12, 1996, Models Management Group, Inc. ("MMG") assigned all of its right, title, and interest in the service marks KARIN (words only) and KARIN MODELS (and design), along with the goodwill symbolized by the service marks and applications to Karin (the "First Assignments"). Copies of the First Assignments are attached hereto as Composite Exhibit "A."

4. The First Assignments showing Karin's ownership of the registrations were recorded with the PTO on December 5, 1997. The First Assignments were recorded in the PTO for No. 2,114,051 at Reel/Frame 1563/0132 and for No. 2,115,957 at Reel/Frame 1563/0141 in 1997.



Declaration of Etienne des ROYS in support of Motion for Summary Judgment  
Marks: KARIN and KARIN MODELS (and design)  
Cancellation Number: 92044040  
March 16, 2006

Copies of the Trademark Assignment Abstract of Title for both Registrations are attached as Exhibit "B."

5. On December 12, 1996, Karin and MMG entered into a license agreement whereby Karin licensed to MMG the right to use both of the marks of the registrations. A copy of the license agreement is attached as Exhibit "C."

6. On January 14, 2004, a person purportedly acting on behalf of MMG, executed assignments that purportedly assigned the registrations and goodwill of the service marks KARIN (words only) and KARIN MODELS (and design) from MMG to Respondent (the "Second Assignments"). Copies of the Second Assignments are attached hereto as Composite Exhibit "D."

7. On January 15, 2004, Respondent submitted the Second Assignments for recordation with the PTO. Copies of the Trademark Assignment Abstract of Title for both Registrations are attached as Exhibit "B." These assignments were recorded at Reel/Frame 2778/0231.

8. The assignment records of the PTO (Exhibit "B") show that MMG was NOT the owner of the registrations at the time of the purported Second Assignments. Thus, the Second Assignments are null and void and MMG can not assign what it does not own.

The undersigned being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements and the like may jeopardize the validity of the application or document or any registration resulting therefrom, declares that all statements made of his own knowledge are true; and all statements made on information and belief are believed to be true.

Date: 15/03/06

By: Etienne des Roys  
Name: Etienne des ROYS

In the United States Patent and Trademark Office  
Assignment of Pending Service Mark Application

Applicant: Models Management Group, Inc.  
Serial No.: 75/193584  
Mark: KARIN

Whereas, Models Management Group, Inc., a corporation organized under the laws of the State of Florida, having its principal offices at 539 Euclid Avenue, Suite B, Miami Beach, Florida 33139 (the "Assignor"), has adopted, used, is using, is the owner of and desires to assign the following service mark (the "Service Mark") for which an application is now pending in the United States Patent and Trademark Office:

Service Mark	Serial No.	Date of Filing
<u>KARIN</u> ← <i>Marque dénominative (Le nom)</i>	75/193584	November 5, 1996; and

Whereas, Karin Models, S.A.R.L., a société anonyme a responsabilité limitée organized under the laws of The Republic of France, having its principal offices at 9 Avenue Hoche, 75008 Paris, France (the "Assignee"), desires to acquire all of Assignor's right, title and interest in the Service Mark and pending application along with all of the good will symbolized by the Service Mark and the application to register said Service Mark.

Now, therefore, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in the United States in and to said Service Mark and said application therefor, together with the goodwill of the business symbolized by said Service Mark and the application to register said Service Mark.

Executed as of December 11, 1996.

Models Management Group, Inc.

Arnaud Brunel, its President

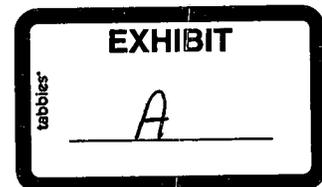
State of New York )  
County of New York ) ss:

On this 12th day of December, 1996, personally appeared Arnaud Brunel, to me known and known to me to be the President of Models Management Group, Inc., the Assignor above named, and acknowledged that he executed the foregoing Assignment on behalf of the Assignor pursuant to authority duly received.

Notary Public

Doc # 330371

MONTE ENGLER  
NOTARY PUBLIC, State of New York  
No. 31-4967428  
Qualified in New York County  
Term Expires Oct. 18, 1997



RECORDED: 02/05/1997

TRADEMARK  
REEL: 1563 FRAME: 0134

In the United States Patent and Trademark Office  
Assignment of Pending Service Mark Application



Applicant: Models Management Group, Inc.  
Serial No.: 75/193583  
Mark: KARIN MODELS (stylized)

Whereas, Models Management Group, Inc., a corporation organized under the laws of the State of Florida, having its principal offices at 539 Euclid Avenue, Suite B, Miami Beach, Florida 33139 (the "Assignor"), has adopted, used, is using, is the owner of and desires to assign the following service mark (the "Service Mark") for which an application is now pending in the United States Patent and Trademark Office:

Service Mark	↓ <i>Logo</i>	Serial No.	Date of Filing
<u>KARIN MODELS (stylized)</u>		75/193583	November 5, 1996; and

Whereas, Karin Models, S.A.R.L., a société anonyme a responsabilité limitée organized under the laws of The Republic of France, having its principal offices at 9 Avenue Hoche, 75008 Paris, France (the "Assignee"), desires to acquire all of Assignor's right, title and interest in the Service Mark and pending application along with all of the good will symbolized by the Service Mark and the application to register said Service Mark.

Now, therefore, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in the United States in and to said Service Mark and said application therefor, together with the goodwill of the business symbolized by said Service Mark and the application to register said Service Mark.

Executed as of December 12, 1996.

Models Management Group, Inc.

Arnaud Brunel  
Arnaud Brunel, its President

State of New York )  
County of New York ) 89:

On this 12 day of December, 1996, personally appeared Arnaud Brunel, to me known and known to me to be the President of Models Management Group, Inc., the Assignor above named, and acknowledged that he executed the foregoing Assignment on behalf of the Assignor pursuant to authority duly received.

Notary Public

MONTE ENGLER  
NOTARY PUBLIC, State of New York  
No. 31-4957426  
Qualified in New York County  
Term Expires Oct. 16, 1997

Doc # J281981

RECORDED: 02/05/1997

TRADEMARK  
REEL: 1563 FRAME: 0143



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Assignments on the Web &gt; Trademark Query

**Trademark Assignment Abstract of Title****Total Assignments: 2****Serial #:** 75193584**Filing Dt:** 11/05/1996**Reg #:** 2114051**Reg. Dt:****Mark:** KARIN**Assignment: 1****Reel/Frame:** 1563/0132**Received:** 03/25/1997**Recorded:** 02/05/1997**Pages:** 3**Conveyance:** ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNORS INTEREST**Assignor:** MODELS MANAGEMENT GROUP, INC.**Exec Dt:** 12/12/1996**Entity Type:** CORPORATION**Citizenship:** NEW YORK**Entity Type:** FRENCH S.A.R.L.**Citizenship:** NONE**Assignee:** KAREN MODELS, S.A.R.L.

9 AVENUE HOCHÉ

PARIS, FRANCE 75008

**Correspondent:** BENJAMIN KRIM & BALLON LLP

MONTE ENGLER, ESQ.

666 FIFTH AVENUE

NEW YORK, NY 10103

**Assignment: 2****Reel/Frame:** 2778/0231**Received:** 01/15/2004**Recorded:** 01/15/2004**Pages:** 3**Conveyance:** ASSIGNS THE ENTIRE INTEREST**Assignor:** MODELS MANAGEMENT GROUP, INC.**Exec Dt:** 01/14/2004**Entity Type:** CORPORATION**Citizenship:** FLORIDA**Entity Type:** INDIVIDUAL**Citizenship:** FRANCE**Assignee:** BRUNEL, JEAN LUC

846 LINCOLN ROAD

THIRD FLOOR

MIAMI BEACH, FLORIDA 33139

**Correspondent:** TIMOTHY H. CRUTCHFIELD, P.A.

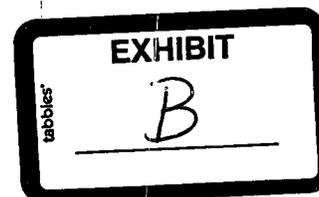
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MIAMI, FL 33131

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United States Patent and Trademark Office

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9 AVENUE HOCHÉ

PARIS, FRANCE 75008

**Correspondent:** PHILLIPS NIZER BENJAMIN KRIM ET AL

MONTE ENGLER, ESQ.

666 FIFTH AVENUE

NEW YORK, NY 10103

**Domestic rep:** PHILLIPS NIZER BENJAMIN KRIM ET AL

666 FIFTH AVENUE

NEW YORK, NY 10103-0084

**Assignment: 2****Reel/Frame:** 2778/0231**Received:** 01/15/2004**Recorded:** 01/15/2004**Pages:** 3**Conveyance:** ASSIGNS THE ENTIRE INTEREST**Assignor:** MODELS MANAGEMENT GROUP, INC.**Exec Dt:** 01/14/2004**Entity Type:** CORPORATION**Citizenship:** FLORIDA**Entity Type:** INDIVIDUAL**Citizenship:** FRANCE**Assignee:** BRUNEL, JEAN LUC

846 LINCOLN ROAD

THIRD FLOOR

MIAMI BEACH, FLORIDA 33139

**Correspondent:** TIMOTHY H. CRUTCHFIELD, P.A.

1401 BRICKELL AVE

STE. 1000

MIAMI, FL 33131

Search Results as of: 10/19/2004 02:29 PM

If you have any comments or questions concerning the data displayed, contact OPR / Assignments at 703-308-9723

[HOME](#) | [INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [CONTACT US](#) | [PRIVACY STATEMENT](#)

## SERVICE MARK LICENSE AGREEMENT

This AGREEMENT (this "Agreement") is entered into the \_\_\_st day of December, 1996 by and between KARIN MODELS, S.A.R.L., a société anonyme a responsabilité limitée organized under the laws of The Republic of France, with its principal place of business at 9 Avenue Hoche, 75008 Paris, France ("Licensor") and MODELS MANAGEMENT GROUP, INC., a corporation incorporated under the laws of Florida ("Licensee").

WHEREAS, Licensor is the proprietor in the United States of the Service Marks "KARIN" and "KARIN MODELS," details of which are set forth in Schedule A annexed hereto (the "Marks"), in respect of the goods and services set forth in such Schedule A (the "goods and/or services");

WHEREAS, Licensee is desirous of using the Marks solely in relation to the goods and/or services; and

WHEREAS, Licensor is willing to grant Licensee the right to use the Marks on the terms and conditions set out below.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. Licensor hereby authorizes Licensee, during the term of this Agreement, to use the Marks, but only in the State of Florida, United States of America, and only in relation to the goods and/or services, and only in such form as approved by Licensor in conformity with the standards of quality specified by Licensor from time to time.
2. Licensee undertakes to use the Marks only in relation to the goods and/or services, and will permit Licensor or his authorized representative at all reasonable times to enter Licensee's premises for the purpose of inspecting the manner in which Licensee is using the Marks.
3. In exchange for the rights granted by Licensor to Licensee hereunder, Licensee hereby pays to Licensor a license fee of Twenty Thousand Dollars (\$20,000.00).
4. This Agreement shall continue in full force and effect from the date hereof for a period of ten (10) years. Thereafter, this Agreement shall continue in full force and effect from year to year unless terminated by either of the parties giving thirty (30) days notice in writing to the other party subject to prior payment by Licensee of license fees to be agreed upon in the future (which shall not be less



than Two Thousand Dollars (\$2,000) per year, but in the event of Licensee breaching this Agreement and failing to remedy the same if capable of remedy on its attention being called thereto Licensor shall have the right to terminate this Agreement in its entirety by giving 10 (ten) days' notice in writing to Licensee. Upon the giving of such notice this Agreement and all the terms and conditions contained herein shall be terminated without prejudice to any rights Licensor may have against Licensee prior or subsequent to termination.

5. On the termination of this Agreement, Licensee shall not, after the expiry of the relevant period of notice, make any use of the Marks.
6. Licensee will forthwith notify Licensor of any infringement or suspected infringement of the Marks which may come to its notice, but Licensee shall not be entitled to take any proceedings or require Licensor to take any proceedings in respect of any infringement of the Marks.
7. Licensee recognizes Licensor's title to the Marks and will not at any time do or suffer any act or thing to be done which in any impairs the rights of Licensor in the Marks and in particular will not represent that it has any title or right of ownership to the Marks and agrees that nothing herein contained shall give Licensee any rights other than a bare license to use the Marks and that the use of the Marks will inure solely to the benefit of Licensor.
8. Licensee agrees not to convey, assign or transfer the right to use the Marks to any person, firm, association, company, corporation or other entity.
9. The Marks shall not be used by Licensee in any manner so as to deceive the public or as to be contrary to the provision of law.
10. The terms and provisions of this Agreement and Licensee's rights and obligations hereunder are without prejudice to any other arrangements between the parties which may exist from time to time relating to the use of the Marks.
11. In the event that Licensor loses his right to use the Mark or Marks or if the license is revoked, Licensee shall not be entitled to any damages or claims.
12. This Agreement will be governed by the laws of the State of New York, without reference to the conflict of laws principles thereof.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first set forth above.

KARIN MODELS, S.A.R.L.

*Alex Roy*  
By: Alex ROY  
Title: Directeur

CITY OF \_\_\_\_\_ )  
: ss.:  
STATE OF \_\_\_\_\_ )

On this \_\_\_\_ day of December, 1996, before me personally came \_\_\_\_\_ {insert name}, \_\_\_\_\_ {insert title} of Karin Models, S.A.R.L., to me known, who, being by me duly sworn, did depose and say that he/she is the individual described in and which executed the foregoing assignment; and that he/she signed his/her name thereto intending to be legally bound thereby.

\_\_\_\_\_  
Notary Public

MODELS MANAGEMENT GROUP, INC.

*Arnaud Brunel*  
Arnaud Brunel, its President

CITY OF *New York* )  
: ss.:  
STATE OF *New York* )

On this *24* day of December, 1996, before me personally came Arnaud Brunel, the President of Models Management Group, Inc., to me known, who, being by me duly sworn, did depose and say that he/she is the individual described in and which executed the foregoing assignment; and that he/she signed his/her name thereto intending to be legally bound thereby.

*Monte Engler*  
Notary Public

MONTE ENGLER  
NOTARY PUBLIC, State of New York  
No. 31-4957426  
Qualified in New York County  
Term Expires Oct. 16, 1997

SCHEDULE A

Mark

Goods/Services

KARIN

Modeling agency services  
Any other related business use

KARIN MODELS

Modeling agency services  
Any other related business use

18

**TRADEMARK ASSIGNMENT**

**ASSIGNOR: Models Management Group, Inc.**

**ASSIGNEE: Jean Luc Brunel**

**TRADEMARK: Karln**

**REGISTRATION NO. 2114051    REGISTRATION DATE: November 18, 1997**

Assignor, Models Management Group, Inc., a Florida Corporation, is the owner of the aforementioned trademark registered with the United States Patent and Trademark office, and Assignee, Jean Luc Brunel, a French citizen, is desirous of acquiring said trademark.

In consideration of ten dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to said trademark, together with the goodwill of the business symbolized by said trademark.

Dated: 1-14-04

Models Management Group, Inc.

*Jeffrey Fuller*  
By: Jeffrey Fuller, President

STATE OF NEW YORK            )  
  ) SS:  
COUNTY OF NEW YORK        )

I HEREBY CERTIFY that on this 14 day of January, 2004, before me, an officer duly qualified to make acknowledgments, personally appeared Jeffrey Fuller, who is personally known to me to be the person described herein or who has produced Florida License as identification and who did (did not) take an oath.

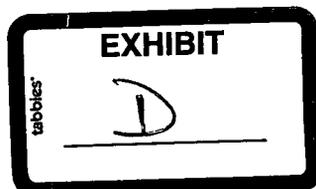
WITNESS my hand and official seal in the County and State last aforesaid this 14 day of January, 2004.

*Santa Lopez*  
NOTARY PUBLIC, State of New York  
Print Name: Santa Lopez  
SANTA LOPEZ  
Notary Public, State of New York  
No. 0110609988  
Qualified in New York County  
Commission Expires March 31, 2007

My Commission Expires: March 31, 2007

RECORDED: 01/15/2004

TRADEMARK  
REEL: 002778 FRAME: 0233



# TRADEMARK ASSIGNMENT

ASSIGNOR: Models Management Group, Inc.

ASSIGNEE: Jean Luc Brunel

TRADEMARK: Karin Models

REGISTRATION NO. 2115957 REGISTRATION DATE: November 25, 1997

Assignor, Models Management Group, Inc., a Florida Corporation, is the owner of the aforementioned trademark registered with the United States Patent and Trademark office, and Assignee, Jean Luc Brunel, a French citizen, is desirous of acquiring said trademark.

In consideration of ten dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to said trademark, together with the goodwill of the business symbolized by said trademark.

Dated: 1-14-04

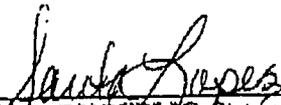
Models Management Group, Inc.

  
By: Jeffrey Fuller, President

STATE OF NEW YORK            )  
  ) SS:  
COUNTY OF NEW YORK        )

I HEREBY CERTIFY that on this 14 day of January, 2004, before me, an officer duly qualified to make acknowledgments, personally appeared Jeffrey Fuller, who is personally known to me to be the person described herein or who has produced Florida License as identification and who did (did not) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 14 day of January, 2004.

  
NOTARY PUBLIC, State of New York  
Print Name: Santa Lopez

SANTA LOPEZ  
Notary Public, State of New York  
No. 010008908  
Qualified in New York County  
Commission Expires March 31, 2007

My Commission Expires: March 31, 2007

TRADEMARK.  
REEL: 002778 FRAME: 0232

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
OFFICE OF THE COMMISSIONER FOR TRADEMARKS

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Registrant: Models Management Group, Inc.  
Mark: KARIN MODELS (and design)  
Registration No.: 2,115,957  
Registration date: November 25, 1997  
TM Law Office: 102

---

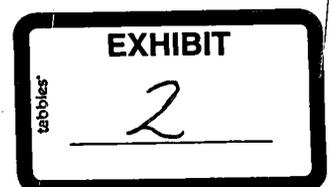
Commissioner for Trademarks  
P.O. Box 1451  
Alexandria, VA 22313-1451

**DECLARATION UNDER SECTIONS 8 & 15 OF THE TRADEMARK ACT OF 1946**

Karin Models, S.A.R.L. ("Owner"), a Societa A Responsabilita Limitata organized under the laws of France, residing at 9 Avenue Hoche, Paris, France 75008, owns U.S. Trademark Registration Number 2,114,051, issued on November 18, 1997, as shown by records in the United States Patent and Trademark Office, with respect to the following services:

**International Class 035: modeling agency services.**

The Owner, or the Owner's related company or licensee, is using the mark in commerce in connection with the services identified above as evidenced by the attached specimens showing the mark as used in commerce. The mark has been in continuous use in commerce for five consecutive years after the date of registration, or the date of publication under Section 12(c), and is still in use in commerce on or in connection with the services as identified above. There has been no final decision adverse to the Owner's claim of ownership



Mark: **KARIN MODELS (and design)**  
Registration No.: 2,115,957  
Page 2 of 2

of such mark for such services, or to the owner's right to register the same or to keep the same on the register; and there is no proceeding involving said rights pending and not disposed of either in the Patent and Trademark Office or in the courts.

The undersigned being hereby warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, and that such willful false statements and the like may jeopardize the validity of this document and the Registration, declares that he is properly authorized to execute this document on behalf of the Owner; and all statements made of his own knowledge are true and that all statements made on information and belief are believed to be true.



By: *ales Roys*  
Name: *ales ROYS*  
Title: *Manager (gerant)*  
Date: *November, 3, 2004*

**CERTIFICATE OF MAILING**

Date of Deposit: \_\_\_\_\_

I HEREBY CERTIFY that the document named below is being deposited with the United States Postal Service via regular mail with sufficient pre-paid postage, in an envelope addressed to: Commissioner for Trademarks, P.O. Box 1451, Alexandria, Virginia 22313-1451.

Name of Document: **Declaration Under Sections 8 & 15 of the Trademark Act of 1946 for mark KARIN MODELS, Registration Number 2,115,957**

\_\_\_\_\_  
Name of person mailing paper (PRINT)

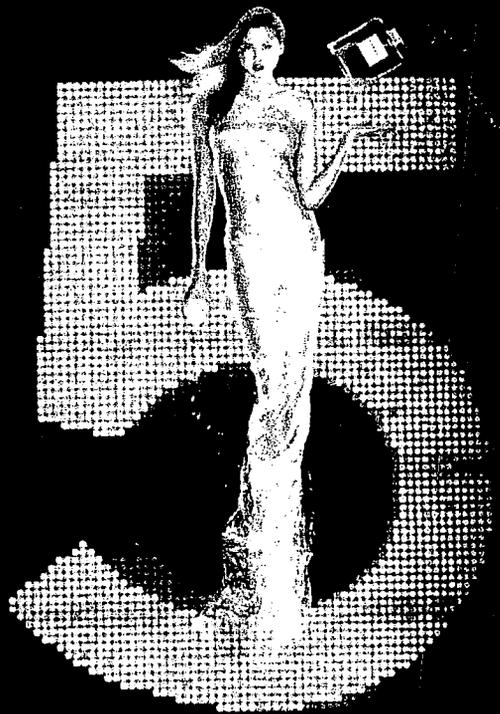
\_\_\_\_\_  
Signature of person mailing paper

Models  
**KARIN**

HEADSHEET 2003



Angie Everhart



Christina Aguilera

*Célébrités*



Mathilda May



Sonia Rolland



Helene de Fougeray



Sarah Massin



*Alexandra Paulova*



*Alexandra Paulova*



*Ainsley*



*Amanda Kuras*



*Amélie Adv*



*Amy Poole*



*Anna D'Amico*



*Anna Maria Szolkes*



*Annelise Trehame*



*Anne Marie Michels*



*Andrey T...*



*Sarah Payne*



*Jessica Wolfe*



*Shelly Williams*



*Shelly Zander*



*Simona Jacobson*



*Simona Krasova*



*Sofie Niekander*



*Sofija W.*



*Stormy Anderson*



*Suzanne Potts*



*Victoria Sobolewska*



*Vladimira C.*

# KARIN

AVENUE BOULEVARD PARIS TEL : 01 45 63 14 25 FAX : 01 45 63 14 26

[www.karinmodels.com](http://www.karinmodels.com)

[laury@karinmodels.com](mailto:laury@karinmodels.com) [beatrice@karinmodels.com](mailto:beatrice@karinmodels.com) [hary@karinmodels.com](mailto:hary@karinmodels.com)  
[clare@karinmodels.com](mailto:clare@karinmodels.com) [www.karinmodels.com](mailto:www.karinmodels.com)  
[www.karinmodels.com](http://www.karinmodels.com)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
OFFICE OF THE COMMISSIONER FOR TRADEMARKS

---

Registrant: Models Management Group, Inc.  
Mark: KARIN (standard character format)  
Registration No.: 2,114,051  
Registration date: November 18, 1997  
TM Law Office: 102

---

Commissioner for Trademarks  
P.O. Box 1451  
Alexandria, VA 22313-1451

**DECLARATION UNDER SECTIONS 8 & 15 OF THE TRADEMARK ACT OF 1946**

Karin Models, S.A.R.L. ("Owner"), a Societa A Responsabilita Limitata organized under the laws of France, residing at 9 Avenue Hoche, Paris, France 75008, owns U.S. Trademark Registration Number 2,114,051, issued on November 18, 1997, as shown by records in the United States Patent and Trademark Office, with respect to the following services:

**International Class 035: modeling agency services.**

The Owner, or the Owner's related company or licensee, is using the mark in commerce in connection with the services identified above as evidenced by the attached specimen showing the mark as used in commerce. The mark has been in continuous use in commerce for five consecutive years after the date of registration, or the date of publication under Section 12(c), and is still in use in commerce on or in connection with the services as identified above. There has been no final decision adverse to the Owner's claim of ownership

Mark: **KARIN** (standard character format)  
Registration No.: 2,114,051  
Page 2 of 2

of such mark for such services, or to the Owner's right to register the same or to keep the same on the register; and there is no proceeding involving said rights pending and not disposed of either in the Patent and Trademark Office or in the courts.

The undersigned being hereby warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, and that such willful false statements and the like may jeopardize the validity of this document and the Registration, declares that he is properly authorized to execute this document on behalf of the Owner; and all statements made of his own knowledge are true and that all statements made on information and belief are believed to be true.

**KARIN**  
**01 45 63 08 23**  
9. Avenue Hoche  
75008 PARIS  
Fax 01 45 63 58 18

By: *des Roys*  
Name: *des Roys*  
Title: *Manager (gerant)*  
Date: *November, 3, 2004*

**CERTIFICATE OF MAILING**

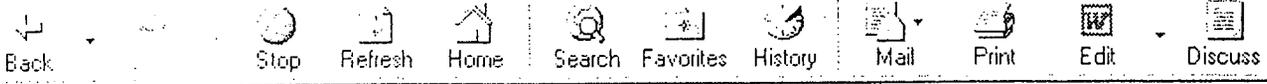
Date of Deposit: \_\_\_\_\_

I HEREBY CERTIFY that the document named below is being deposited with the United States Postal Service via regular mail with sufficient pre-paid postage, in an envelope addressed to: Commissioner for Trademarks, P.O. Box 1451, Alexandria, Virginia 22313-1451.

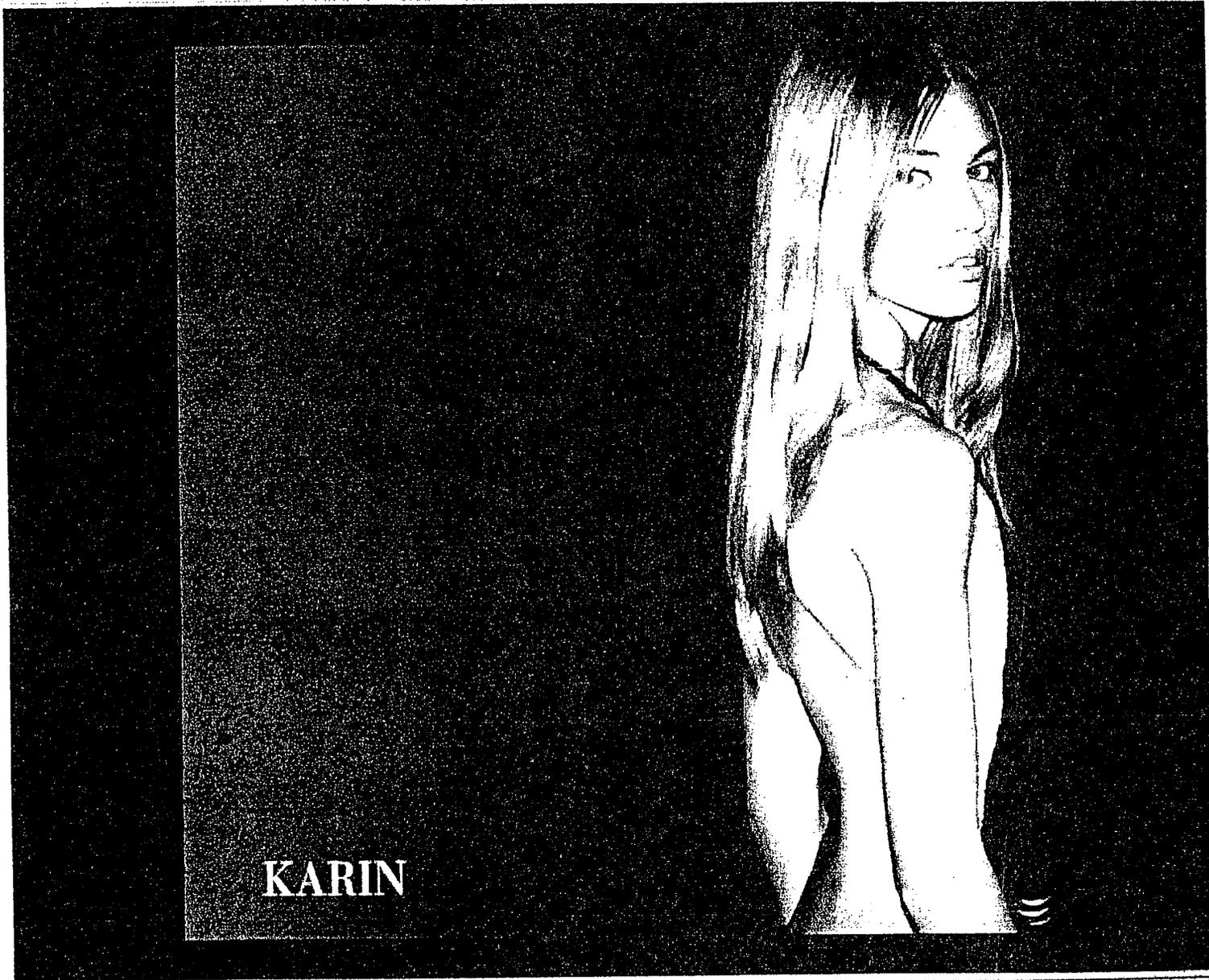
Name of Document: **Declaration Under Sections 8 & 15 of the Trademark Act of 1946 for mark KARIN (standard character format), Registration Number 2,114,051**

\_\_\_\_\_  
Name of person mailing paper (PRINT)

\_\_\_\_\_  
Signature of person mailing paper



Address http://www.karinmodels.com



Done

Int. Cl.: 35

Prior U.S. Cls.: 100, 101 and 102

Reg. No. 2,114,051

United States Patent and Trademark Office

Registered Nov. 18, 1997

**SERVICE MARK  
PRINCIPAL REGISTER**

**KARIN**

MODELS MANAGEMENT GROUP, INC.  
(FLORIDA CORPORATION)  
539 EUCLID AVENUE, SUITE B  
MIAMI BEACH, FL 33139

FIRST USE 7-19-1996; IN COMMERCE  
7-19-1996.

SER. NO. 75-193,584, FILED 11-5-1996.

FOR: MODELING AGENCY SERVICES, IN  
CLASS 35 (U.S. CLS. 100, 101 AND 102).

RUSS HERMAN, EXAMINING ATTORNEY



Int. Cl.: 35

Prior U.S. Cls.: 100, 101 and 102

Reg. No. 2,115,957

United States Patent and Trademark Office

Registered Nov. 25, 1997

SERVICE MARK  
PRINCIPAL REGISTER

**Models KARIN**

MODELS MANAGEMENT GROUP, INC.  
(FLORIDA CORPORATION)  
539 EUCLID AVENUE, SUITE B  
MIAMI BEACH, FL 33139

FOR: MODELING AGENCY SERVICES, IN  
CLASS 35 (U.S. CLS. 100, 101 AND 102).  
FIRST USE 7-19-1996; IN COMMERCE  
7-19-1996.

NO CLAIM IS MADE TO THE EXCLUSIVE  
RIGHT TO USE "MODELS", APART FROM  
THE MARK AS SHOWN.

SER. NO. 75-193,583, FILED 11-5-1996.

RUSS HERMAN, EXAMINING ATTORNEY

PTO Form 1583 (Rev 4/2000)

OMB Control #0651-0009 (Exp. 08/31/2004)

## Combined Declaration of Use and Incontestability Under Sections 8 & 15

The table below presents the data as entered.

Input Field	Entered
REGISTRATION NUMBER	2114051
REGISTRATION DATE	11/18/1997
SERIAL NUMBER	75193584
<b>MARK SECTION</b>	
MARK	KARIN
<b>OWNER SECTION (no change)</b>	
<b>ATTORNEY SECTION</b>	
NAME	Daniel I. Schloss
FIRM NAME	Greenberg Traurig, LLP
STREET	200 Park Avenue 16th Floor
CITY	New York
STATE	NY
ZIP/POSTAL CODE	10166
COUNTRY	USA
PHONE	212-801-9200
FAX	212-801-6400
OTHER APPOINTED ATTORNEY(S)	Alan N. Sutin, David M. Greenberg, G. Roxanne Elings, Allison Lucas
<b>GOODS AND/OR SERVICES SECTION</b>	
INTERNATIONAL CLASS	035
KEEP EXISTING GOODS AND/OR SERVICES	YES
SPECIMEN FILE NAME(S)	\\TICRS-AIS-01\TICRSEXPORT\Htm\ToTiff\Input\81500012004_06_28_11_09_00_UPWS-C...

**EXHIBIT**

4

	\75193584.xml\8150002.JPG
SPECIMEN DESCRIPTION	web page
<b>PAYMENT SECTION</b>	
NUMBER OF CLASSES	1
NUMBER OF CLASSES PAID	1
SUBTOTAL AMOUNT	300
GRACE PERIOD	100
TOTAL AMOUNT	400
<b>SIGNATURE SECTION</b>	
SIGNATURE	/Daniel I. Schloss/
SIGNATORY NAME	Daniel I. Schloss
SIGNATORY DATE	05/18/2004
SIGNATORY POSITON	Of Applicant's Attorneys
<b>FILING INFORMATION</b>	
SUBMIT DATE	Tue May 18 10:01:51 EDT 2004
TEAS STAMP	USPTO/S08N15-653644194-20 040518100151827005-211405 1-200e7f643811bbfb44696a6 6f476dd7c61-DA-821-200405 18100040685036

PTO Form 1583 (Rev 4/2000)

OMB Control #0651-0009 (Exp. 08/31/2004)

**Combined Declaration of Use and Incontestability Under Sections 8 & 15****To the Commissioner for Trademarks:****REGISTRATION NUMBER: 2114051****REGISTRATION DATE: 11/18/1997****MARK: KARIN**

The owner, BRUNEL, JEAN LUC, residing at 846 LINCOLN ROAD THIRD FLOOR, MIAMI BEACH, FL US 33139, is using the mark in commerce on or in connection with the goods and/or services as follows:

For International Class 035, the owner is using or is using through a related company or licensee the mark in commerce on or in connection with all goods and/or services listed in the existing registration.

The owner is submitting one specimen for each class showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) web page.

Specimen-1

The registrant hereby appoints Daniel I. Schloss and Alan N. Sutin, David M. Greenberg, G. Roxanne Elings, Allison Lucas of Greenberg Traurig, LLP, 200 Park Avenue 16th Floor, New York, NY USA 10166 to submit this Combined Declaration of Use and Incontestability Under Sections 8 & 15 on behalf of the registrant.

A fee payment in the amount of \$400 will be submitted with the form, representing payment for 1 class (es), plus any additional grace period fee, if necessary.

**Declaration**

*The owner is using or is using through a related company or licensee the mark in commerce on or in connection with the goods/services identified above, as evidenced by the attached specimen(s) showing the mark as used in commerce. The mark has been in continuous use in commerce for five consecutive years after the date of registration, or the date of publication under Section 12(c), and is still in use in commerce on or in connection with all goods and/or services as identified above. There has been no final decision adverse to the owner's claim of ownership of such mark for such goods and/or services, or to the owner's right to register the same or to keep the same on the register; and there is no proceeding involving said rights pending and not disposed of either in the Patent and Trademark Office or in the courts.*

The undersigned being hereby warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements and the like may jeopardize the validity of this document, declares that he/she is properly authorized to execute this document on behalf of the Owner; and all statements made of his/her own knowledge are true and that all statements made on information and belief are believed to be true.

Signature: /Daniel I. Schloss/ Date: 05/18/2004  
Signatory's Name: Daniel I. Schloss  
Signatory's Position: Of Applicant's Attorneys

Mailing Address:  
Greenberg Traurig, LLP  
200 Park Avenue 16th Floor  
New York, NY 10166

RAM Sale Number: 821  
RAM Accounting Date: 05/18/2004

Serial Number: 75193584  
Internet Transmission Date: Tue May 18 10:01:51 EDT 2004  
TEAS Stamp: USPTO/S08N15-653644194-20040518100151827  
005-2114051-200e7f643811bbfb44696a66f476  
dd7c61-DA-821-20040518100040685036



**FEE RECORD SHEET**

Registration Number: 2114051

Serial Number: 75193584



RAM Sale Number: 821

Total Fees: \$400

RAM Accounting Date: 20040518

<u>Transaction</u>	<u>Fee Code</u>	<u>Transaction Date</u>	<u>Fee per Class</u>	<u>Number of Classes</u>	<u>Total Fee</u>
§8 affidavit	7205	05/18/2004	\$100	1	\$100
§15 affidavit	7208	05/18/2004	\$200	1	\$200
Grace period combined §8 & 15	7206	05/18/2004	\$100	1	\$100