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Filing date: **12/27/2009**

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

Proceeding	92048118
Party	Defendant Select Export Corp. dba Trident
Correspondence Address	Cheryl Meide Meide Law Firm, P.A. Corners at Deerwood, 7545 Centurion Parkway, Suite 201 Jacksonville, FL 32256 UNITED STATES cmeide@meidelaw.com
Submission	Opposition/Response to Motion
Filer's Name	Cheryl Meide
Filer's e-mail	cmeide@meidelaw.com
Signature	/Cheryl Meide/
Date	12/27/2009
Attachments	SEC.024 Opposition to Motion to Withdrawal to Suspend Action.pdf (5 pages) (35228 bytes) SEC.024 Exhibit A.pdf (16 pages)(3390511 bytes)

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

Jack Richeson & Co., Inc.,
Petitioner

v.

Select Export Corp. D/B/A Trident
Registrant

In the matter of
Trademark Registration No. 2,619,642
For the mark: TRIDENT (and design)
International Classes 9, 16, and 20

Cancellation No.: 92,048,118

REGISTRANT'S MEMORANDUM IN
OPPOSITION TO PETITIONER'S
REQUEST TO WITHDRAWAL
MOTION SUSPEND ACTION

SEC.0504

**REGISTRANT'S MEMORANDUM IN OPPOSITION TO PETITIONER'S REQUEST
TO WITHDRAWAL MOTION TO SUSPEND ACTION**

This memorandum is submitted in opposition to Petitioner's Request to Withdrawal Motion to Suspend Action For Cause ("Petitioner's Motion"). Petitioner's Motion should be denied as Petitioner fails to show good faith and/or good cause for its initial suspension under its Motion to Suspend Action for Cause ("Motion to Suspend") and for its request to further suspend these proceedings and such suspension has and will continue to further prejudice and harm Registrant.

FACTS

On October 21, 2009 Petitioner filed its Motion to Suspend claiming that one of its testimony witnesses has filed for but does not have a visa to travel to the United States for his testimony deposition during Petitioner's Testimony Period that closed December 2, 2009. Registrant responded that Petitioner has failed to show good cause and, among other things, Petitioner has failed to evidence that a visa was applied for, the type of visa applied for, how long the visa will be valid, why Petitioner could not have started the application months ago, or evidence of how long it should take to receive a visa, and that the delay was not caused by Petitioner. Once Registrant cited Petitioner as unable to show any good cause or validate its visa assertions under its Motion to Suspend, Petitioner withdrew its Motion to Suspend. Petitioner was able to suspend this case for over two months through its Motion to Suspend.

SEC.024

Now Petitioner requests to withdraw such motion. Instead of its Motion to Suspend, Petitioner requests to further suspend these proceedings through a Deposition upon Written Questions.

ARGUMENT

Petitioners' Motion Is Without Good Cause Sufficient to Outweigh the Substantial Prejudice and Harm to Registrant

Pursuant to 37 CFR §2.117(c), the Board may grant a motion to suspend based on good cause. Petitioners' Motion fails to show any good cause as to why Petitioner should receive any further suspension of this action. Petitioner has failed to show any good cause for substantially delaying these proceedings through its Motion to Suspend and Petitioner now fails to show any good cause to continue such suspension that outweighs the substantial prejudice and harm to Registrant.

Petitioner has failed to respond to Registrant's response that Petitioner failed to give sufficient details to validate the actual submission of the alleged visa application, the reason for Petitioner's delay in ensuring Petitioner's witnesses have used the significant time available to obtain adequate visas for Petitioner's Testimony Period, and various other serious ambiguities and inconsistencies in Petitioner's Motion to Suspend, which by its mere submission resulted in over a two month delay in these proceedings. [See Petitioner's Motion to Suspend and Registrant's Response in Opposition to Petitioner's Motion to Suspend] The suspension caused by Petitioner's Motion to Suspend could have been used to conduct Petitioner's Deposition upon Written Questions. Petitioner's further delay and request for suspension should not be rewarded with a suspension of this action to the continued detriment of Registrant.

Petitioner states that Petitioner is requesting to withdrawal Petitioner's Motion to Suspend Action for Cause to move this matter along more quickly. Yet Petitioner immediately thereafter requests that the Board suspend this case further to enable them to complete the Deposition on Written Questions for Domingos Zanocco. Petitioner then once again states falsely that Registrant will not be substantially prejudiced by the suspension of action pending the completion of the deposition on written questions. Registrant has repeatedly expressed how the continued suspension of this case has substantially harmed and prejudiced Registrant.

Registrant continually asserts that it has been Petitioner's intent to delay these proceedings to the extent possible to the detriment of Registrant and to continue its harassment of Registrant. Further delay in these proceedings will continue to substantially prejudice Registrant. These proceedings were originally instituted by Petitioner for purposes of harassing Registrant to prevent Registrant's impending civil law suit against Petitioner. Petitioner desires Registrant to expend more legal fees and expenses by responding to Petitioner's various motions in an effort to pressure Registrant to succumb to a less favorable settlement arrangement in Registrant's impending civil law suit against Petitioner. Such delays negatively affect business opportunities for Registrant. Such delays also continue to negatively affect Registrant as each day this case is delayed is another day that allows Petitioner to engage in continued infringement against Registrant including, without limitation, the dumping of counterfeit and trademark infringing merchandise that siphon profits away from Registrant.

A party moving to extend time must demonstrate that the requested extension of time is not necessitated by the party's own lack of due diligence or unreasonable delay in taking the required action during the time previously allotted therefore. TMBP § 509.01(a). *See Baron Philippe de Rothschild S.A. v. Styl-Rite Optical Mfg. Co.*, 55 USPQ2d 1848, 1851 (TTAB 2000). Petitioner has failed to show that the extension request of its own testimony period through further suspension is not necessitated by Petitioner's own lack of due diligence or unreasonable delay. Petitioner has affirmatively exhibited a lack of due diligence and unreasonable delay as stated above. Petitioner has continually exhibited this lack of due diligence and unreasonable delay throughout these proceedings, spanning well over two years. [See Registrant's Memorandum In Opposition to Petitioner's Motion to Extend the Discovery Period Forty-Five Days filed April 9, 2008; See Registrant's Memorandum In Opposition to Petitioner's Motion to Suspend filed November 9, 2009] Petitioner should not be rewarded with such detrimental effects against Registrant by receiving further suspension of this case without good cause.

Petitioner should not be allowed to withdraw its Motion to Suspend, while receiving the benefit of delaying these proceedings through the Motion to Suspend. Petitioner should not be able to withdrawal its Motion to Suspend when Petitioner cannot respond to Registrant's inquiries and then be at liberty to have a new Testimony Period that is further suspended. At

minimum, Petitioner should be required to conduct its testimony during a normal Testimony Period without further suspension regardless of the way Petitioner conducts its Testimony depositions. This case has been suspended far too long based upon Petitioner's delays without cause.

Petitioner has suspended this case without cause by its original Motion to Suspend. At the same time Petitioner has attempted to serve upon Registrant the Deposition Notice and the Written Questions on Domingos Zanooco while the case is suspended by the Board pending Petitioner's original Motion to Suspend Action for Cause. [See Exhibit A] The Board has noted in its October 23, 2009 Suspension of Proceedings that any paper that is filed during the pendency of Petitioner's Motion that is not relevant thereto will be given no consideration. The Written Questions on Domingos Zanooco served upon Registrant are irrelevant to the current Motion to Suspend (for purposes of acquiring a visa) currently before the Board. In addition, if Petitioner's submission of the Written Questions on Domingos Zanooco upon Registrant were considered served and given consideration, Registrant's ability to serve cross-questions would unrealistically be due at the same time Registrant's response against Petitioner's Motion is due.

To the extent Petitioner has attempted to circumvent its own Motion to Suspend to eliminate Registrant's ability to submit cross-questions, Registrant specifically requests that Petitioner's submission of Petitioner's Deposition Notice and Written Questions on Domingos Zanooco will be given no consideration as untimely and not relevant to Petitioner's Motion currently being considered.

CONCLUSION

Petitioners' Motion and original Motion to Suspend should both be denied as Petitioner has failed to show good cause for further suspension of this case. Accordingly, Registrant respectfully requests that the Board deny Petitioner's motions in their entirety and allow the proceedings to resume without further suspension.

Respectfully submitted,



December 27, 2009

Cheryl Meide
Attorney for Registrant
Florida Bar No. 0064173
Meide Law Firm, P.A.
Corners at Deerwood
7545 Centurion Parkway, Suite 201
Jacksonville, Florida 32256
cmeide@meidelaw.com
Phone: (904) 564-1818
Fax: (904) 564-1848

Date

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Registrant's Memorandum In Opposition To Petitioner's Request to Withdrawal Motion to Suspend Action was provided via first class mail, postage prepaid, in an envelope addressed to Paul W. Kruse, Esq., Bone McAllester Norton PLLC, 511 Union Street, Suite 1600, Nashville, Tennessee, 37219 on the date set forth below.



December 27, 2009

Cheryl Meide
Attorney for Registrant
Florida Bar No. 0064173
Meide Law Firm, P.A.
Corners at Deerwood
7545 Centurion Parkway, Suite 201
Jacksonville, Florida 32256
cmeide@meidelaw.com
Phone: (904) 564-1818
Fax: (904) 564-1848

Date

CERTIFICATE OF ESTTA SUBMISSION

Date of Deposit December 27, 2009

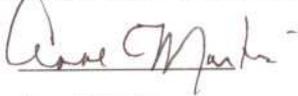
Signature 

Name: Cheryl Meide, Esquire

I hereby certify that this correspondence to the Trademark Trial and Appeal board is being submitted via the Electronic System for Trademark Trials and Appeals ("ESTTA") on the dated noted above.

CERTIFICATE OF ELECTRONIC FILING

I hereby certify that this paper is being electronically filed with the Trademark Trial and Appeal Board through the ESTTA system located at <http://esta.uspto.gov>, on the date shown below:

By: 

Name: Anne C. Martin

Date: December 7, 2009

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Jack Richeson & Co., Inc.,)	
)	
Petitioner,)	
)	Cancellation No. 92048118
v.)	
)	Reg. No. 2,619,642
Select Export Corp. dba Trident,)	
)	
Registrant.)	
)	
Attorney Ref. No. 002763-060801)	

**PETITIONER'S NOTICE OF THE TESTIMONY DEPOSITION ON
WRITTEN QUESTIONS OF DOMINGOS ZANOCCO OF TRIDENT S/A
INDUSTRIA DE PRECISAO**

PLEASE TAKE NOTICE that, pursuant to Rule 703.01 of the Trademark Trial and Appeal Board Manual of Procedure, Petitioner Jack Richeson & Co., Inc. will take the testimony deposition on written questions of Domingos Zanocco of Trident S/A Industria De Precisao, 928 Jose Antonio Street, Distrito Industrial, Itapui-Sao Paulo 17230000 Brazil. The testimony deposition on written questions shall continue as necessary until completed. The testimony deposition on written questions will take place before Santa Adriana Olalia Fernandes, Advogada, 224 Rua Dr. Laudelino de Abreu North, Jaú-Sao Paulo, 17201260 Brazil. Her email address is advsantaolalia@splicenet.com.br. Santa Adriana Olalia Fernandes is a person

authorized to administer oaths in Brazil by the laws thereof. Furthermore, Santa Adriana Olalia Fernandes is neither a relative or employee or attorney or counsel of any of the parties, nor is a relative or employee of such attorney or counsel, or is financially interested in this matter.

Jack Richeson & Co., Inc.

By: Anne C Martin

Name: Anne C. Martin

Title: Attorney

Date: December 7, 2009

Submitted by:

Bone McAllester Norton PLLC
511 Union Street
Suite 1600
Nashville, Tennessee 37219

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served on Registrant's attorney, Cheryl Meide with an address at Meide Law Firm, P.A., Corners at Deerwood 7545 Centurion Parkway, Suite 201, Jacksonville, Florida 32256, via first class mail, postage prepaid, today December 7, 2009.

By: Anne C Martin

Name: Anne C. Martin

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Jack Richeson & Co., Inc.,)	
)	
Petitioner,)	
)	Cancellation No. 92048118
v.)	
)	Reg. No. 2,619,642
Select Export Corp. dba Trident,)	
)	
Registrant.)	
)	
Attorney Ref. No. 002763-060801)	

**WRITTEN QUESTIONS ON DOMINGOS ZANOCCO OF TRIDENT S/A
INDUSTRIA DE PRECISAO**

Petitioner Jack Richeson & Co., Inc. hereby submits these written questions on Domingos Zanocco of Trident S/A Industria De Precisao pursuant to Rule 703.01 of the Trademark Trial and Appeal Board Manual of Procedure and the applicable rules of the Trademark Rules of Practice and the Federal Rules of Civil Procedure. The questions are to be answered separately, fully, in writing, and under oath before Santa Adriana Olalia Fernandes, Advogada, 224 Rua Dr. Laudelino de Abreu North, Jaú-Sao Paulo, 17201260 Brazil. Her email address is advsantaolalia@splicenet.com.br.

QUESTION NO. 1: State your name and address.

ANSWER:

QUESTION NO. 2: What is your age?

ANSWER:

QUESTION NO. 3: Do you speak English?

ANSWER:

QUESTION NO. 4: What is your native language?

ANSWER:

QUESTION NO. 5: Do you also speak Spanish?

ANSWER:

QUESTION NO. 6: Can you read English?

ANSWER:

QUESTION NO. 7: Where are you employed?

ANSWER:

QUESTION NO. 8: What is your job title and duties?

ANSWER:

QUESTION NO. 9: How long have you held that position and/or worked for that company?

ANSWER:

QUESTION NO. 10: If you are retired, state when you retired.

ANSWER:

QUESTION NO. 11: Provide your employment history with Trident Industria De Preciasao Ltda. ("Trident S/A").

ANSWER:

QUESTION NO. 12: Were you acquainted with an individual named Julio Cesar Aguirre?

ANSWER:

QUESTION NO. 13: What was your relationship to him?

ANSWER:

QUESTION NO. 14: What was his relationship with Trident S/A?

ANSWER:

QUESTION NO. 15: Was he ever an employee of Trident S/A?

ANSWER:

QUESTION NO. 16: Was he authorized to sign legal documents on behalf of Trident S/A?

ANSWER:

QUESTION NO. 17: Was that the case in May of 1991?

ANSWER:

QUESTION NO. 18: Did Mr. Aquirre typically communicate in Portuguese, English or another language?

ANSWER:

QUESTION NO. 19: How well did Mr. Aquirre speak English?

ANSWER:

QUESTION NO. 20: Attached is a document marked Exhibit 1, dated May of 1991, purportedly between Trident S/A and Select Export Corp. dba Trident of North America ("Select Export"). First of all, outside of this legal matter, have you ever seen this document before?

ANSWER:

QUESTION NO. 21: Exhibit 1 indicates it was addressed to Mr. Aquirre and you. Did you receive a copy in or about May of 1991?

ANSWER:

QUESTION NO. 22: Was this document among Trident S/A's records?

ANSWER:

QUESTION NO. 23: Do you agree with the statement in Exhibit 1 that Select Export was not, in May of 1991, a distributor for Trident S/A?

ANSWER:

QUESTION NO. 24: Do you believe that Select Export was or is a distributor for Trident S/A at any later date?

ANSWER:

QUESTION NO. 25: Do you recall the discussion referenced in the first paragraph of Exhibit 1, regarding Select Export's United States registered trademark?

ANSWER:

QUESTION NO. 26: If so, what do you recall about that discussion?

ANSWER:

QUESTION NO. 27: Who was there and what language was used?

ANSWER:

QUESTION NO. 28: To what "letter you once presented to us" does that reference?

ANSWER:

QUESTION NO. 29: If you know to what letter that references, do you have a copy?

ANSWER:

QUESTION NO. 30: When did you first learn of Select Export's United States registered trademark?

ANSWER:

QUESTION NO. 31: What steps did Trident S/A take regarding Select Export's United States registered trademark?

ANSWER:

QUESTION NO. 32: If Exhibit 1 is viewed as a contract, did Mr. Aquirre have authority to bind Trident S/A in May of 1991?

ANSWER:

QUESTION NO. 33: If Exhibit 1 is viewed as a contract, did Trident S/A receive any value from Select Export?

ANSWER:

QUESTION NO. 34: In what language did you typically communicate with Select Export in the May of 1991 timeframe?

ANSWER:

QUESTION NO. 35: Were your business communications with that company typically in English, as is Exhibit 1?

ANSWER:

QUESTION NO. 36: Did you sign the declaration that is attached as Exhibit 2?

ANSWER:

QUESTION NO. 37: Are those statements accurate, to the best of your knowledge?

ANSWER:

QUESTION NO. 38: Did Trident S/A ever have an exclusive relationship with Select Export?

ANSWER:

QUESTION NO. 39: Please look at the document attached as Exhibit 3. Do you recall Select Export asking Trident S/A to enter this agreement?

ANSWER:

QUESTION NO. 40: Did Trident S/A enter this exclusivity agreement with Select Export in 1989?

ANSWER:

VERIFICATION

I, Domingos Zanocco, declare that my answers to these questions are true and correct to the best of my personal knowledge of the business of Trident S/A and/or information obtained from my records.

By: _____

Name: Domingos Zanocco

Date: _____

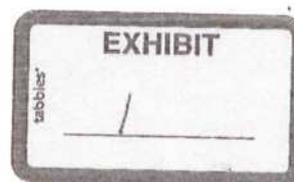
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served on Registrant's attorney, Cheryl Meide with an address at Meide Law Firm, P.A., Corners at Deerwood 7545 Centurion Parkway, Suite 201, Jacksonville, Florida 32256, via first class mail, postage prepaid, today December 7, 2009.

By: Anne C Martin

Name: Anne C. Martin

May 1991



TRIDENT S.A.
P.O. BOX 29
17.230 ITAPUI (SP)
BRASIL.-

Dear Mr. Julio Cesar Aguirre & Domingos Zanocco,

This is the Select Export Corp. dba Trident of North America answer to the discussion we had about our Trident United States registered trademark and the letter you once presented to us.

The relationship between Select Export Corp. dba Trident of North America and Trident S.A. is as follows:

Select Export Corp. dba Trident of North America it's agents and employees in the United States are not bound by any terms and conditions set forth now or in the future by Trident S.A. for the solicitation and acceptance of orders for the purchase of regular and special items manufactured by Trident S.A. and listed under any current or future price list and any current or future catalog, as well as any and all other items presently manufactured for export and sold to Select Export Corp. DBA Trident of North America, it's agents and employees in the United States of America and in the provinces of Canada. Select Export Corp. dba Trident of North America shall always remain an Independent company. Select Export Corp. dba Trident of North America is not a distributor.

Select Export Corp. dba Trident of North America acknowledges that in the event of any dispute relating thereto shall be constructed under the laws of the State of Florida which will govern their rights and duties.

The goods that Select Export Corp. dba Trident of North America sell and has Trident S.A. manufacture specifically for Select Export Corp. dba Trident of North America cannot be sold by Trident S.A. or anyone else anywhere because they are Select Export Corp. dba Trident of North America own creation and not a part of Trident S.A.

Trident S.A. will not interfere with the Select Export Corp. dba Trident of North America trademark and it is understood that the trademark will be used for the sale in the future of other products not manufactured by Trident S.A.

With respect to the subject matter of this relationship including the execution and delivery hereof except as specifically set forth herein and each of the parties hereto acknowledges that he or it has relied on his or its own judgment in entering into the same.

This constitutes the entire understanding of our relationship between Select Export Corp. dba Trident of North America and Trident S.A.

By signing you accept this document as our mutual understanding of the relationship between Select Export Corp. dba Trident of North America and Trident S.A.

~~TRIDENT S.A.~~

~~Julio Cesar Aguirre~~

Select Export Corp. dba
Trident of North America

~~Herbert E. Moebius~~

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Jack Richeson & Co., Inc.,)	
)	
Petitioner,)	
)	Cancellation No. 92048118
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Attorney Ref. No. 002763-060801)	

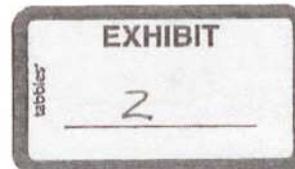
DECLARATION OF DOMINGOS ZANOCCO

Domingos Zanocco declares as follows:

1. My name is Domingos Zanocco. I am a resident of the City of Jaú in Brazil. My native language is Portuguese. I am providing this declaration based upon my personal knowledge, and believe that I understand what I am signing, despite English being a second language to me.

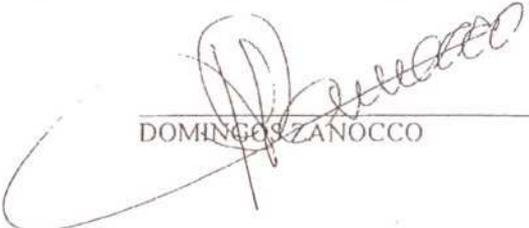
2. Trident Indústria De Precisão Ltda. ("Trident S/A") is a Brazilian company with which I have been associated since October 1980. My title is Director and my responsibilities include the management of factory production. As such, I am a member of the executive management team for the company.

3. In May of 1991, Julio Cesar Aguirre was an independent sales representative of Trident S/A, as well as other companies in the art supplies industry. My recollection is that he also was a representative for Carbone Hellios , Acrilex as well as Tigre brush, a well known South American brush company. Mr. Aguirre was never an employee of Trident S/A and had no authorization to sign legal documents on behalf of Trident S/A. Upon information and belief, Mr. Aguirre is deceased.



4. I have reviewed the document dated May 1991 and attached to the declaration of Herbert Moebius Castaneda as part of the Respondent's Response to the Petitioner's Motion for Summary Judgment. I have never seen that document before and I do not believe it among Trident S/A's files. Mr. Aguirre would not have been authorized to sign that document on behalf of Trident S/A in May of 1991, or any other time. I disagree with the statement therein that the Respondent was not a distributor of Trident S/A.

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.



DOMINGO ZANOCCO

MANUFACTURERS REPRESENTATIVE AND SOLE IMPORTER AGREEMENT

THIS AGREEMENT made this ____ day of _____, 1989
between TRIDENT S.A. of Distrito Industrial s/Nº, Itapui, Estado
de São Paulo, Brazil, and SELECT IMPORT AND EXPORT CORPORATION,
d. b. a. TRIDENT OF NORTH AMERICA, 6890 N.W. 20th. Avenue, Fort
Lauderdale, Florida, 33309, U.S.A. , both corporations having by Power o
Power of Attorney granted _____ the power to confer
on SELECT IMPORT AND EXPORT CORPORATION, a Florida corporation, of
6890 N.W. 20th. Avenue, Fort Lauderdale, Florida, United States,
the designation of exclusive representative and sole importer for
the United States. ^{of CANADA} Original Powers of Attorney granted Mr.

are attached to this Manufacturers and Sole Importer
Representative Agreement as though fully set forth herein and made
part of this Agreement.

WITNESSETH, That in consideration of the mutual covenants
contained herein, the corporations and representative agree as
follows:

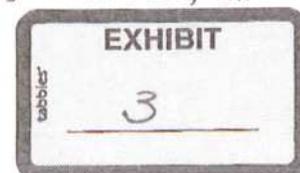
SECTION ONE

TRIDENT S. A. appoints SELECT IMPORT AND EXPORT CORPORATION,
a Florida corporation, its exclusive Manufacturer's Representative
and SOLE IMPORTER within United States and Canada on the terms and
conditions hereof for the solicitation and acceptance of orders for
the purchase of regular and special items manufactured by TRIDENT S.A.
and Listed under Price List No. 2/87 and General Catalogue, 1989
Edition, as well as any and all other items presently manufactured
or to be manufactured for export and sold by SELECT IMPORT & EXPORT
CORP., its agents and employees in the United States of America and
in the provinces of Canada. A copy of items embodied in Price List
No. 2/87 are attached hereto and made a part hereof as duly listed.

SECTION T W O

The parties acknowledge that the transaction which is the sub-
ject matter of this Agreement bears a reasonable relation to the Sta-
te of Florida, and agree this Agreement and any disputes relating
thereto shall be construed under the laws of the State of Florida
which will govern their rights and duties.

The parties specifically intend that the provisions of the law
of Florida, cited as Florida Statutes, Section 672.101 - 672.724 in-
clusive, will control as to all aspects of this Agreement and its
interpretation and that all the definitions contained therein will
be applicable to this Agreement except where this Agreement may ex-
pressly provide otherwise.



SECTION THREE

The manufacturer TRIDENT S.A., also known by the trade name of "Trinor", "Trigraph", "Dosegraph", "Desotec", etc. etc., agree that the Manufacturers' Representative and Sole Importer, SELECT IMPORT & EXPORT, Corp., is authorized to use their name or trade name in advertising and selling its products in the North American and Canadian markets. That such advertising shall be at the expense of the Manufacturers' Representative unless the manufacturer agree in writing to participate or pay for such advertising in a program designed to sell the products of Brazil for export.

SECTION FOUR

The terms of this Agreement shall be for _____ years from date, renewal by agreement thereafter.

SECTION FIVE

This Agreement may be assigned or otherwise transferred by either party hereto.

SECTION SIX

No change, alteration, modification, or addition to this Agreement shall be effective unless in writing and properly executed by the parties hereto.

SECTION SEVEN

This Agreement constitutes the entire agreement between the parties hereto and the parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations inducing the execution and delivery hereof except as specifically set forth herein and each of the parties hereto acknowledges that he or it has relied on his or its own judgment in entering into the same.

IN WITNESS WHEREOF, the parties have executed this Agreement at Fort Lauderdale, Florida the day and year first above written.

(Corporate Seal)

SELECT IMPORT AND EXPORT, CORP.

BY: _____
Herbert Moebius, President

ATTEST:

Herbert Eugen Moebius-Vice President

TRIDENT S.A.

WITNESSES:

BY: _____