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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	Motion to Strike
Filer's Name	Cheryl Meide
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Signature	/Cheryl Meide/
Date	06/05/2010
Attachments	SEC.027 Motion to Strike Zanocco Testi and Motion for Sanctions.pdf ( 14 pages )(46442 bytes ) SEC.027 Exh A Notice and Sub-Exh 2 Zanocco Declaration.pdf ( 16 pages )(3390511 bytes ) SEC.027 Exh B - Cheryl Meide Declaration.pdf ( 4 pages )(1002837 bytes ) SEC.027 Exh C April 12 2010 letter 1 of 4.pdf ( 15 pages )(3183309 bytes ) SEC.027 Exh C April 12 2010 letter 2 of 4.pdf ( 1 page )(238478 bytes ) SEC.027 Exh C April 12 2010 letter 3 of 4.pdf ( 13 pages )(2856426 bytes ) SEC.027 Exh C April 12 2010 letter 4 of 4.pdf ( 11 pages )(2607514 bytes ) SEC.027 Exh D Kruse May 26, 2010 correspondence including Zanocco Transcript.pdf ( 23 pages )(5206833 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 MOTION TO STRIKE  
TRIAL TESTIMONY OF DOMINGOS  
ZANOCCO OR IN THE ALTERNATIVE  
MOTION FOR SANCTIONS

SEC.0505

**REGISTRANT'S MOTION TO STRIKE TRIAL TESTIMONY OF DOMINGOS  
ZANOCCO OR IN THE ALTERNATIVE MOTION FOR SANCTIONS**

Pursuant to TBMP § 533.02 37; CFR § 2.123(c); 37 CFR § 2.123(e)(3); and 37 CFR § 2.124; Registrant, Select Export Corp., hereby requests the Board for an order excluding the entire trial testimony of witness Domingos Zanocco for the following reasons:

- (1) Petitioner's Counsel provided inadequate notice of Domingos Zanocco's deposition upon written questions as required by TTAB procedural rules;
- (2) Petitioner's Counsel provided inadequate notice of Domingos Zanocco's deposition upon written questions as discussed and agreed upon by the parties and the Interlocutory Attorney as the Board representative;
- (3) Petitioner's Counsel provided improper notice of Domingos Zanocco's deposition upon written questions;
- (4) Registrant's Counsel was not provided the opportunity to participate in the deposition of Zanocco via telephone as required by TTAB procedural rules;
- (5) Registrant's Counsel was not provided the opportunity to participate in the deposition of Domingos Zanocco via telephone as discussed and agreed upon by the parties and the Interlocutory Attorney as the Board representative;
- (6) Petitioner did not submit any objections to Registrant's cross questions;

- (7) Domingos Zanocco refused to answer all of Registrant's cross questions on the claim that Zanocco does not speak English;
- (8) Domingos Zanocco declared under oath in his deposition upon written questions and in his declaration that English is his second language, he can understand English, and he can answer questions regarding English documents; and
- (9) Domingos Zanocco's entire Testimony Deposition is entirely in English with no translation from another language provided and no mention of the necessity for any translation of any kind.

In the alternative, pursuant to TBMP §527.01 and §TBMP 527.03, Registrant hereby submits a Motion for Sanctions against Petitioner in the form of drawing adverse inference on all cross questions submitted by Registrant to Domingos Zanocco and an estoppel sanction prohibiting Witness Domingos Zanocco from providing any testimony or any other evidence in connection with any English documents or English statements, knowledge, or opinions based upon the following reasons:

- (1) Petitioner did not submit any objections to Registrant's cross questions;
- (2) Domingos Zanocco refused to answer all of Registrant's cross questions on the claim that Zanocco does not speak English;
- (3) Domingos Zanocco declared under oath in his deposition upon written questions and a previous declaration in this proceeding that English is his second language, he can understand English, and he can answer questions regarding English documents; and
- (4) The Testimony Deposition of Zanocco is completely in English with no translation from another language provided and no mention of the necessity for any translation of any kind.

BRIEF IN SUPPORT OF MOTION TO STRIKE OR IN THE ALTERNATIVE MOTION  
FOR SANCTIONS

Facts

On December 7, 2009 Petitioner submitted to Registrant its Notice of Testimony Deposition on Written Questions of Domingos Zanocco, including Petitioner's direct questions entirely in English with no translation into any other language ("Notice"). [See Exhibit A - Petitioner's Notice of Testimony Deposition on Written Questions of Zanocco]. Nowhere in Petitioner's Notice did Petitioner state that Zanocco could not speak English or would need any questions translated. On the contrary, Petitioner included in the Notice a Declaration by Zanocco entirely in English, previously submitted in this proceeding, in which Zanocco declares under oath that English is his second language and that he could understand the English Declaration document in which he signed under penalty of fine and/or imprisonment. [See Exhibit A – Sub-Exhibit 2 Zanocco Declaration]. Petitioner requested that proceedings be suspended to conduct Zanocco's deposition upon written questions. The Board's Order on March 9, 2010 acknowledged Petitioner's December 7, 2009 Notice and declared that proceedings would be suspended to allow for the deposition upon written questions for Zanocco to occur.

On March 10, 2010, Registrant's Counsel contacted the Interlocutory Attorney, George PoloGeorgis, to inquire when the Notice was deemed mailed for purposes of submitting cross questions for Zanocco's deposition. Mr. PoloGeorgis verified that Notice was deemed mailed on March 9, 2010 and requested that counsel for both parties engage in a conference call to go over how the parties are to conduct the deposition upon written questions. [See Exhibit B – Cheryl Meide Declaration] On March 11, 2010 Mr. PoloGeorgis; Petitioner's Counsel, Paul Kruse, Esq; and Registrant's Counsel, Cheryl Meide, Esq. had a conference call to discuss how to conduct the deposition upon written questions including timing of cross questions, redirect, objections, and that the testimony deposition would take place once all questions are submitted and when all parties are available to attend the deposition ("Conference Call"). It was specifically stated by Mr. PoloGeorgis that the parties via telephone will not be able to object or hear Zanocco's answers because he will write them down, but the parties would know that the questions and answers are taking place. The parties were told to work with each other to

conduct the deposition upon written questions. At no time did Petitioner's Counsel note any language barrier for Mr. Zanocco. [See Exhibit B – Cheryl Meide Declaration]

On March 26, 2010, Mr. PoloGeorgis contacted Registrant's Counsel via telephone to correct and clarify that Zanocco will actually verbally respond to all questions and the court reporter then records the answers instead of Mr. Zanocco writing the answers down as previously stated. Mr. PoloGeorgis went on to clarify to Registrant's Counsel that, via telephone, the parties' counsel will be able to hear Mr. Zanocco respond but counsel will not be able to respond in any way until after receipt the deposition transcript. Mr. PoloGeorgis also noted to Registrant's Counsel that he had left a voice message with Petitioner's Counsel regarding the verbal requirement of Zanocco's deposition. [See Exhibit B – Cheryl Meide Declaration]

Registrant's Counsel timely submitted cross questions to Petitioner's Counsel. No further communications took place between Registrant's Counsel and Petitioner's Counsel until Registrant received a copy of a letter in English dated April 12, 2010 to a Brazilian Attorney that was assisting with the deposition of Zanocco, Ms. Santa Adriana Olalia Fernandes, requesting that Ms. Fernandes have Zanocco answer the questions separately and fully and that Mr. Zanocco will contact Ms. Fernandes to find a time to conduct the deposition. ("April 12, 2010 Correspondence") *A copy of the actual Notice was not enclosed in this April 12, 2010 correspondence.* Enclosed were the direct questions and cross questions in English and Petitioner's direct questions were also seemingly in Portuguese without any explanation for the translation. [See Exhibit C – April 12, 2010 Correspondence].

While Registrant's Counsel thereafter expected to receive information on available dates for the deposition as the parties agreed during the Conference Call, no dates or times were ever given to Registrant's Counsel. The next communication from Petitioner's Counsel was a letter dated May 26, 2010 stating in essence the deposition was complete, and referencing the enclosed Request to Resume Action, along with the Zanocco deposition transcript only in English with no translation of any kind that includes Zanocco's English only answers to Petitioner's English direct questions, including Zanocco's English answers in reference to English documents and English statements, along with Mr. Zanocco's statement in English

refusing to answer Registrant's cross questions because they are in English and he does not speak English. [See Exhibit D – Kruse May 26, 2010 Correspondence including Zanooco Testimony Deposition Transcript].

Argument

**A. Petitioner's Counsel Provided Inadequate and/or Improper Notice of Domingos  
Zanooco's Deposition**

1. Petitioner's Counsel Failed to Notice Registrant's Counsel of the Time and Place To  
Enable Registrant's Counsel To Attend the Zanooco Deposition Via Telephone

Under TBMP § 533.02, trial testimony is to be struck in its entirety if improper and/or inadequate notice is provided. Pursuant to TBMP § 533.02 and 37 CFR § 2.123(c), before the depositions of witnesses shall be taken by a party, due notice in writing shall be given to the opposing party of the time when and place where the depositions will be taken, of the cause or matter in which they are to be used, and the name and address of each witness to be examined. Pursuant to TBMP § 703.02(d) and (g) under depositions on written questions, an adverse party may attend the taking of the deposition. Moreover the parties were directed during the Conference Call held by the Interlocutory Attorney, George PoloGeorgis as the representative of the Board that the testimony deposition was to take place only once all questions were submitted and when all parties were available to attend the deposition. The Interlocutory Attorney specifically noted in the Conference Call that the parties would be able to attend the actual deposition via telephone. Mr. PoloGeorgis, even thereafter followed up via another telephone call to clarify that the parties would be able to hear Mr. Zanooco verbally reply to the questions via telephone. [See Exhibit B – Cheryl Meide Declaration]

While Petitioner's Counsel was told to work with Registrant's Counsel during the Conference Call, Petitioner never provided Registrant's Counsel with adequate or proper notice by informing Registrant's Counsel when the deposition would take place and at what number to call to participate via telephone. [See Exhibit B – Cheryl Meide Declaration]

In addition, the April 12, 2010 Correspondence did not include a copy of the Notice to signal that this would be the last correspondence prior to conducting the Zanooco deposition as

required by TMBP § 703.02(h) and 37 CFR § 2.124(e). The deposition took place without Registrant's Counsel's knowledge because Petitioner did not follow proper notice procedures. Registrant's Counsel was also not provided the opportunity agreed upon by the parties and the Interlocutory Attorney as the representative of the Board to participate in the deposition of Zanooco via telephone. Thus, it is undeniable that Petitioner's Counsel provided inadequate and/or improper notice of Domingos Zanooco's deposition upon written questions pursuant to TMBP § 533.02 and as specifically agreed upon by the parties and the Interlocutory Attorney as the representative of the Board.

2. Petitioner's Counsel Failed to Notice Registrant's Counsel of Any Language Barrier of The Witness and Such Notice Improperly Misled Registrant To Believe Petitioner Was Asserting That English Was Not A Barrier To The Witness For Purposes Of Conducting The Deposition

Pursuant to TMBP § 533.02 and 37 CFR § 2.123(e)(3) proper and adequate notice shall provide every adverse party the full opportunity to cross-examine each witness. If such opportunity was not provided, after testimony is completed, the adverse party shall move to strike the testimony from the record, which motion will be decided on the basis of all the relevant circumstances. TMBP § 533.02 and 37 CFR § 2.123(e)(3). Petitioner's Counsel provided its Notice in English with all of its direct questions solely in English and with no indication that the witness could not speak English. [See Exhibit A - Notice] The Notice also included a Declaration by the witness Zanooco affirming that English was Zanooco's second language and that Zanooco fully understood the English Declaration that he was signing under oath. Within this Declaration, Zanooco reads, assesses, and opines on the contents of English only documents. [See Exhibit A – Sub-Exhibit 2 Zanooco Declaration]

Registrant's direct questions in the Notice were only in English and identified that Zanooco could read and understand English as a second language per his Declaration attached to the Notice and direct questions. *Id.* Thus, in response Registrant's Counsel timely submitted cross questions in English. Petitioner did not submit any objections to Registrant's cross questions as required, if any existed, by TMBP § 703.02(k) and 37 CFR § 2.124(d)(1).

Witness Zanocco affirmed in his answers to Nos. 36 and 37 of Petitioner's direct questions that such Declaration was of his signature and was accurate. [See Exhibit D – Kruse May 26, 2010 Correspondence including Zanocco Testimony Deposition Transcript] **Zanocco thereafter refused to answer Registrant's entire sixty-five (65) cross questions on the one paragraph claim that Zanocco does not speak English and the cross questions were written in English.** Id.

Petitioner's Notice and its contents improperly informed Registrant that the witness Zanocco was sufficiently able to understand English as a second language. Petitioner's Notice was inadequate in that if there was a language barrier for the witness, Petitioner's Notice misled Registrant's Counsel into believing that Petitioner was asserting that the English language was not a barrier to Zanocco. Furthermore, Petitioner never objected to Registrant's cross questions as required if there were any objections and never notified Registrant of any need to translate the cross questions into any other necessary language. Petitioner failed to follow the required procedures including Petitioner's failure on all counts to provide proper and adequate Notice to provide Registrant the opportunity to cross-examine the witness Zanocco. Because of such improper and inadequate notice, the entire trial testimony of Witness Zanocco should be excluded and struck from the record.

#### **MOTION FOR SANCTIONS IN THE ALTERNATIVE**

In the alternative, pursuant to TBMP §703.02, TBMP §527.01, §TBMP 527.03, and §TBMP 707.03(d), Registrant hereby submits a Motion for Sanctions against Petitioner and Witness Zanocco in the form of drawing adverse inference on all cross questions submitted by Registrant to Zanocco and an estoppel sanction prohibiting Witness Zanocco from providing any testimony or any other evidence in this proceeding in connection with any and all English documents or English statements, knowledge, or opinions. Petitioner did not serve any objections to Registrant on Registrant's cross questions as required under §TBMP 703.02(g) and (k) prior to the Zanocco deposition. See 37 CFR §2.124(d)(1). Moreover Petitioner's Counsel translated only its direct questions into another language without explanation only after

submitting Notice and Petitioner's direct questions to Registrant solely in English, and only after Registrant no longer had time to provide further or modified cross questions or any objections. [See Exhibit C – April 12, 2010 Correspondence] Registrant was never apprised of any concerns with a language barrier in the Notice or otherwise, but rather was misled by the Notice and the actions of both Petitioner's Counsel and Zanocco's Declaration that gave the impression of assurance that Zanocco could respond to the English cross questions. [See Exhibit A – Notice and Sub Exhibit B Zanocco Declaration]

Witness Zanocco thereafter stated under oath in his deposition upon written questions that he does not speak or read English. [See Exhibit D showing Zanocco Testimony Transcript Answers Nos. 3 and 6 to Direct Questions]. Zanocco then refused to answer all of Registrant's cross questions on the claim that Zanocco does not speak English. [See Exhibit D Zanocco Testimony Transcript One Paragraph Answer to all 65 cross questions].

In direct contradiction, Zanocco declared under oath in his deposition upon written questions and in the Declaration provided in the Notice that English is his second language and he can understand English. Zanocco also assesses and answers questions regarding English documents in his deposition and Declaration. [See Exhibit A – Sub-Exhibit 2 Zanocco Declaration; Exhibit D Zanocco Testimony Deposition Transcript]. In addition, the Testimony Deposition of Zanocco is completely in English with no translation from another language provided and no mention of the necessity for any translation of any kind. [See Exhibit D Zanocco Testimony Deposition Transcript].<sup>1</sup> It is clear that Zanocco and Petitioner's Counsel have been outright dishonest and have submitted untrustworthy testimony. They have claimed Zanocco does not speak English to avoid answering Registrant's cross questions, while also claiming Zanocco understands English to provide self-serving testimony on behalf of Petitioner.

Zanocco and Petitioner Counsel's self serving actions to avoid answering the cross questions are undeniable. Zanocco's refusal to answer Registrant's cross questions was inappropriate and should be sanctioned by drawing adverse inference on all cross questions submitted by Registrant to Zanocco. Under §TBMP 707.03(d) where the witness in a testimony

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<sup>1</sup> In the Board's Ruling in this proceeding on September 30, 2009, the Board put both parties on notice that "Any non-English documents that the parties intend to rely upon herein should be accompanied by proper translations into English." See Footnote 7 of the Board's Ruling dated September 30, 2009

deposition refuses to answer a particular question and the objection by the witness is not well taken, the Board may presume that the answer would have been unfavorable to the position of the party whose witness refused to answer. *See Levi Strauss & Co. v. R. Josephs Sportswear, Inc.*, 28 USPQ2d 1464, 1467 (TTAB 1993); *Health-Tex, Inc.v. Okabashi (U.S.) Corp.*, 18 USPQ2d 1409 (TTAB 1990); *Seligman & Latz, Inc. v. Merit Mercantile Corp.*, 222 USPQ 720 (TTAB 1984) (sanction of drawing adverse inference best left to situations where witness fails or refuses to answer during testimony as opposed to discovery deposition). Petitioner should also be sanctioned pursuant to §TBMP 527.01(e) by prohibiting Witness Zanocco from providing any testimony or any other evidence in connection with any English documents or English statements, knowledge, or opinions.

**Conclusion**

For the foregoing reasons, Registrant respectfully requests that the Board issue an order excluding the entire trial testimony of witness Domingos Zanocco. In the alternative, Registrant hereby requests sanctions be imposed against Petitioner in the form of drawing adverse inferences on all cross questions submitted by Registrant to Domingos Zanocco, and an estoppel sanction prohibiting Witness Domingos Zanocco from providing any testimony or any other evidence in connection with any English documents or English statements, knowledge, or opinions.

Respectfully submitted,



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

June 5, 2010

Date

Cellular Phone: (904) 699-4885  
Phone: (904) 564-1818  
Fax: (904) 564-1848

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Registrant's Motion To Strike Trial Testimony Of Domingos Zanocco Or In The Alternative Motion For Sanctions 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.



---

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

June 5, 2010

Date

Registrant's Motion To Strike Trial Testimony Of  
Domingos Zanooco Or In The Alternative  
Motion For Sanctions  
Page 11

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Exhibit A  
Petitioner's Notice of Testimony Deposition on Written Questions of Zanooco  
Sub-Exhibit 2 Zanooco Declaration

Exhibit B – Cheryl Meide Declaration

Exhibit C – April 12, 2010 Correspondence

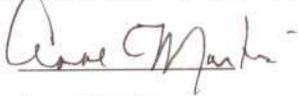
Registrant's Motion To Strike Trial Testimony Of  
Domingos Zanooco Or In The Alternative  
Motion For Sanctions  
Page 14

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Exhibit D – Kruse May 26, 2010 Correspondence including Zanooco Testimony Deposition  
Transcript

**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](mailto: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](mailto: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: \_\_\_\_\_

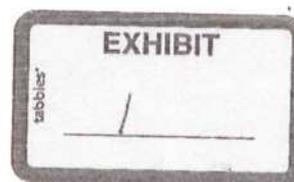
**CERTIFICATE OF SERVICE**

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
v.	)	
	)	Reg. No. 2,619,642
Select Export Corp. dba Trident,	)	
	)	
Registrant.	)	
	)	
Attorney Ref. No. 002763-060801	)	

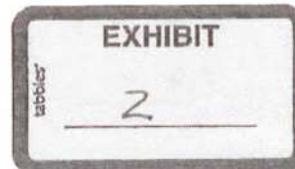
DECLARATION OF DOMINGOS ZANOCCO

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.

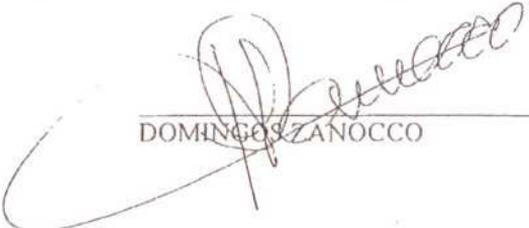
2. Trident Indústria De Precisão Ltda. ("Trident S/A") is a Brazilian company with which I have been associated since October 1980. My title is Director and my responsibilities include the management of factory production. As such, I am a member of the executive management team for the company.

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. <sup>of CANADA</sup> 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:

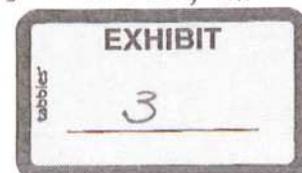
SECTION ONE

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: \_\_\_\_\_

**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  
Respondent

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

Cancellation No.: 92048118

DECLARATION OF  
CHERYL MEIDE, ESQUIRE  
IN SUPPORT OF  
RESPONDENT'S MOTION TO  
STRIKE TRIAL TESTIMONY  
OF DOMINGOS ZANOCCO OR IN  
THE ALTERNATIVE MOTION  
FOR SANCTIONS

SEC.0505

Cheryl Meide, Esquire declares as follows:

1. My name is Cheryl Meide. I am a United States citizen; I am an attorney with Meide Law Firm, P.A. located at 7545 Centurion Parkway, Suite 201, Jacksonville, Florida 32256; and I am legal counsel for Select Export Corp.

2. I submit this declaration in support of Select Export Corp's Motion To Strike Trial Testimony Of Domingos Zanocco Or In The Alternative Motion For Sanctions ("Motion").

3. On March 10, 2010, I contacted the Interlocutory Attorney in this proceeding, George PoloGeorgis, to inquire when the Notice (as defined in the Motion) was deemed mailed for purposes of submitting cross-questions for Zanocco's deposition. Mr. PoloGeorgis verified that the Notice was deemed mailed on March 9, 2010 and

requested that counsel for both parties engage in a conference call to go over how the parties are to conduct the deposition upon written questions.

4. On March 11, 2010 Mr. PoloGeorgis; Petitioner's Counsel, Paul Kruse, Esq; and I had a conference call to discuss how to conduct the deposition upon written questions for Zanocco including timing of cross questions, redirect, objections, and that the testimony deposition would take place once all questions are submitted and when all parties are available to attend the Zanocco deposition. It was specifically stated by Mr. PoloGeorgis that the parties, via telephone attendance, will not be able to object or hear Zanocco's answers because he will write them down, but the parties would know that the questions and answers are taking place. The parties were told to work with each other to conduct the deposition upon written questions.

5. At no time during the conference call or otherwise during this proceeding has Petitioner's Counsel noted any language barrier for Mr. Zanocco.

6. On March 26, 2010, Mr. PoloGeorgis contacted me via telephone to correct and clarify that Zanocco will actually verbally respond to all questions and the court reporter then records the answers instead of Mr. Zanocco writing the answers down as previously stated during the March 11, 2010 conference call. Mr. PoloGeorgis went on to clarify to me that via telephone the parties' counsel will be able to hear Mr. Zanocco respond but counsel will not be able to respond in any way until after receipt of the deposition transcript. Mr. PoloGeorgis also noted to me that he had left a voice message with Petitioner's Counsel regarding the verbal requirement of Zanocco's deposition.

7. I timely submitted cross questions for Zanocco's deposition to Petitioner's Counsel.

8. No further communications took place between Petitioner's Counsel and me until I received a copy of a letter in English dated April 12, 2010 to a Brazilian Attorney assisting with the deposition of Zanocco, Ms. Santa Adriana Olalia Fernandes, requesting that Ms. Fernandes have Zanocco answer the questions separately and fully and that Mr. Zanocco will contact Ms. Fernandes to find a time to conduct the deposition.

9. I expected and waited to receive information from Petitioner's Counsel regarding available dates for the Zanocco deposition as the parties agreed during the conference call on March 11, 2010, but no dates or times were ever given to me. The next communication I received from Petitioner's Counsel was a letter dated May 26, 2010 stating among other things, that the deposition was complete.

10. The Petitioner's Notice, including the Declaration of Domingos Zanocco misled me into believing that Petitioner was asserting that the English language was not a barrier to Domingos Zanocco for purposes of conducting the deposition upon written questions.

I hereby attest that the foregoing is true and correct. Signed under penalty of perjury on this 4<sup>th</sup> day of June, 2010 in Jacksonville, Florida.

  
Cheryl Meide

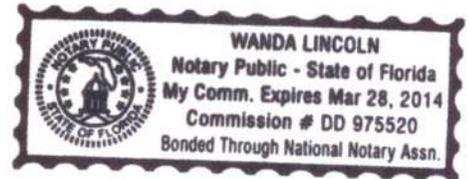
Sworn to and subscribed to before me the undersigned authority this 4th day of June, 2010



Notary Public

State of Florida

My Commission Expires March 28, 2014



Declarant is \_\_\_\_\_ personally known to Notary.

Declarant produced FLDL as identification.

April 12, 2010

**VIA EMAIL & OVERNIGHT**

Santa Adriana Olalia Fernandes, Advogada  
224 Rua Dr. Laudelino de Abreu North  
Jaú-Sao Paulo, 17.201-260 Brazil

**Re: Jack Richeson & Co., Inc. v. Select Export Corp.**  
**Mark: TRIDENT & Design**  
**Our Ref. No. 002763-060801**

Dear Ms. Fernandes:

As you know, we represent Jack Richeson & Co., Inc. in connection with this matter. We have asked you assist with the deposition on written questions of Domingos Zanocco. Written direct questions and written cross questions are enclosed. The questions are to be answered separately, fully, in writing, and under oath before you as if they were live testimony being transcribed.

If you have any questions or require any information from us to proceed, please let us know. Otherwise, we will ask Domingos Zanocco to contact you and arrange a date and time to conduct this deposition that is mutually convenient.

Very truly yours,



Paul W. Kruse

Enclosures

Cc: Jack Richeson & Co., Inc.  
Ceryl Meide, Esq. counsel for Select Export Corp.

{00480682.1}

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 [adv.santaolalia@splicenet.com.br](mailto:adv.santaolalia@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 as 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.

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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.

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

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~~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
v.	)	
	)	Reg. No. 2,619,642
Select Export Corp. dba Trident,	)	
	)	
Registrant.	)	
	)	
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.

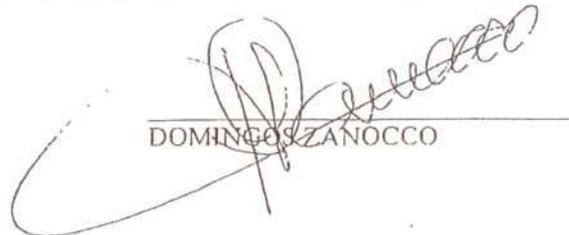
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4. I have reviewed the document dated May 1991 and attached to the declaration of Herbert Moebius Castaneda as part of the Respondent's Response to the Petitioner's Motion for Summary Judgment. I have never seen that document before and I do not believe 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.

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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 CORPDORATION, a Florida corporation, of  
6890 N.W. 20th. Avenue, Fort Lauderdale, Florida, United States,  
the designation of exclusive representative and sole importer for  
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are attached to this Manufacturers and Sole Imprter  
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part of this Agreement.

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follows:

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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  
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ject matter of this Agreement bears a reasonable relation to the Sta-  
te of Florida, and agree this Agreement and any disputes relating  
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interpretation and that all the definitions contained therein will  
be applicable to this Agreement except where this Agreement may ex-  
pressly provide otherwise.

EXHIBIT

3

SECTION THREE

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

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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: \_\_\_\_\_



PERGUNTA Nº 3: Você fala inglês?

RESPOSTA:

PERGUNTA Nº 4: Qual é seu idioma nativo?

RESPOSTA:

PERGUNTA Nº 5: Você também fala espanhol?

RESPOSTA:

PERGUNTA Nº 6: Você lê inglês?

RESPOSTA:

PERGUNTA Nº 7: Onde você está empregado?

RESPOSTA:

PERGUNTA Nº 8: Qual é o seu cargo e quais são suas funções?

RESPOSTA:

PERGUNTA Nº 9: Há quanto tempo você esta neste cargo e/ou trabalha para esta empresa?

RESPOSTA:

PERGUNTA Nº 10: Se você é aposentado, quando você se aposentou.

RESPOSTA:

PERGUNTA Nº 11: Forneça seu histórico de empregado junto à Trident Indústria de Precisão Ltda. ("Trident S/A").

RESPOSTA:

PERGUNTA Nº 12: Você conheceu o indivíduo chamado Júlio César Aguirre?

RESPOSTA:

PERGUNTA Nº 13: Qual era seu relacionamento com ele?

RESPOSTA:

PERGUNTA Nº 14: Qual era o relacionamento dele com a Trident S/A?

RESPOSTA:

PERGUNTA Nº 15: Ele foi alguma vez empregado pela Trident S/A?

RESPOSTA:

PERGUNTA Nº 16: Ele estava autorizado a assinar documentos legais em nome da Trident S/A?

RESPOSTA:

PERGUNTA Nº 17: Ele tinha essa autorização em maio de 1991?

RESPOSTA:

PERGUNTA Nº 18: O Sr. Aquirre tipicamente se comunicava em português, inglês ou outro idioma?

RESPOSTA:

PERGUNTA Nº 19: Quão bem o Sr. Aquirre fala inglês?

RESPOSTA:

PERGUNTA Nº 20: Anexado está um documento marcado como Prova 1, datado em maio de 1991, que se alega que seja entre a Trident S/A e Select Export Corp. sob o nome de Trident da América do Norte ("Select Export"). Em primeiro lugar, fora deste procedimento jurídica, você alguma vez já viu este documento?

RESPOSTA:

PERGUNTA Nº 21: A Prova 1 indica que ela foi endereçada ao Sr. Aquirre e você. Você recebeu uma cópia dela em torno de maio de 1991?

RESPOSTA:

PERGUNTA Nº 22: Este documento estava arquivado junto à Trident S/A?

RESPOSTA:

PERGUNTA Nº 23: Você concorda com a declaração na Prova 1 de que a Select Export não era, em maio de 1991, uma distribuidora da Trident S/A?

RESPOSTA:

PERGUNTA Nº 24: Você acredita que a Select Export foi ou é uma distribuidora da Trident S/A a qualquer tempo mais tarde?

RESPOSTA:

PERGUNTA Nº 25: Você se recorda da discussão referenciada no primeiro parágrafo da Prova 1, em relação à marca registrada da Select Export dos Estados Unidos?

RESPOSTA:

PERGUNTA Nº 26: Caso afirmativo, o que você se recorda sobre essa discussão?

RESPOSTA:

PERGUNTA Nº 27: Quem estava lá e que idioma foi usado?

RESPOSTA:

PERGUNTA Nº 28: A que se refere a “carta que você nos apresentou uma vez”?

RESPOSTA:

PERGUNTA Nº 29: Se você sabe a que carta ela faz referência, você tem uma cópia dela?

RESPOSTA:

PERGUNTA Nº 30: Quando você ficou sabendo pela primeira vez sobre a marca registrada da Select Export nos Estados Unidos?

RESPOSTA:

PERGUNTA Nº 31: Quais foram os passos que a Trident S/A tomou em relação à marca registrada da Select Export nos Estados Unidos?

RESPOSTA:

PERGUNTA Nº 32: Se a Prova 1 for interpretada como um contrato, o Sr. Aquirre tinha a autoridade de representar a Trident S/A em maio de 1991?

RESPOSTA:

PERGUNTA Nº 33: Se a Prova 1 for interpretada como um contrato, a Trident S/A recebeu alguma compensação da Select Export?

RESPOSTA:

PERGUNTA Nº 34: Em que idioma você se comunicava normalmente com a Select Export em torno de maio de 1991?

RESPOSTA:

PERGUNTA Nº 35: Suas comunicações de negócios com essa empresa eram normalmente em inglês, conforme a Prova 1?

RESPOSTA:

PERGUNTA Nº 36: Você assinou a declaração que está anexada como Prova 2?

RESPOSTA:

PERGUNTA Nº 37: Essas declarações são corretas, conforme seu melhor conhecimento?

RESPOSTA:

PERGUNTA Nº 38: A Trident S/A teve alguma vez um relacionamento exclusivo com a Select Export?

RESPOSTA:

PERGUNTA Nº 39: Examine o documento anexado como Prova 3. Você se recorda da Select Export solicitar que a Trident S/A realize esse acordo?

RESPOSTA:

PERGUNTA Nº 40: A Trident S/A realizou esse acordo de exclusividade com a Select Export em 1989?

RESPOSTA:

### VERIFICAÇÃO

Eu, Domingos Zanocco, declaro que minhas respostas a essas perguntas são verdadeiras e corretas no melhor do meu conhecimento pessoal sobre os negócios da Trident S/A e/ou conforme as informações obtidas dos meus arquivos.

Por: \_\_\_\_\_

Nome: Domingos Zanocco

Data: \_\_\_\_\_

**CERTIFICADO DE SERVIÇO**

Eu, por meio desta, certifico que a cópia verdadeira e correta do documento precedente foi servida junto à advogada do Registrando, Cheryl Meide, com endereço à Meide Law Firm, P.A., Corners at Deerwood 7545 Centurion Parkway, Suite 201, Jacksonville, Florida 32256, Estados Unidos, através de carta simples, com postagem pré-paga, no dia de hoje: 7 de dezembro de 2009.

Por: \_\_\_\_\_

Nome: 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 as 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. Noebius

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	)	

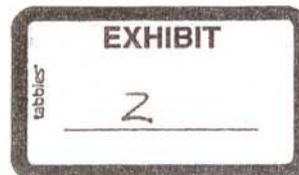
DECLARATION OF DOMINGOS ZANOCCO

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.

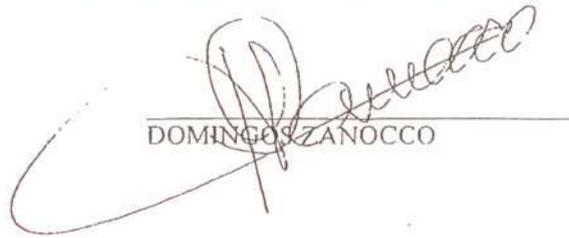
2. Trident Indústria De Precisão Ltda. ("Trident S/A") is a Brazilian company with which I have been associated since October 1980. My title is Director and my responsibilities include the management of factory production. As such, I am a member of the executive management team for the company.

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 Carbono 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. <sup>& CANADA</sup> Original Powers of Attorney granted Mr.

are attached to this Manufacturers and Sole Imprter  
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.

EXHIBIT

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SECTION THREE

The manufacturer TRIDENT S.A., also known by the trade name of "Trinor", "Trigraph", "Desograph", "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: \_\_\_\_\_

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 CROSS QUESTIONS TO  
PETITIONER'S WRITTEN QUESTIONS  
ON DOMINGOS ZANOCCO

SEC.0504

**REGISTRANT'S CROSS QUESTIONS TO PETITIONER'S WRITTEN QUESTIONS  
ON DOMINGOS ZANOCCO OF TRIDENT S/A INDUSTRIA DE PRECISAO**

Registrant, Select Export Corp., hereby submits these cross questions upon Domingos Zanocco of Trident S/A Industria De Precisao pursuant to Rule 703.02 of the Trademark Trial and Appeal Board Manual Of Procedure, the applicable rules of the Trademark Rules of Practice, and the Federal Rules of Civil Procedure. These questions are to be answered by Domingos Zanocco separately, fully, in writing, and under oath before Santa Adriana Olalia Fernandes, a person authorized to administer oaths in Brazil as specifically identified by Petitioner in its Written Questions on Domingos Zanocco submitted to Registrant on December 7, 2009. As these are cross questions, abbreviated terms and Exhibits used below are as identified and abbreviated in Petitioner's Written Questions on Domingos Zanocco Of Trident S/A Industria De Precisao.

QUESTION NO. 1 Isn't it true that Trident S/A stand for Trident Sociedad Anónima?

ANSWER:

QUESTION NO. 2 Isn't it true that the term "Sociedad Anónima" in Trident Sociedad Anónima generally designates Trident as a corporation in Brazil?

ANSWER:

00000000  
SEC 025 00000000  
1/15

QUESTION NO. 3 If you are able to read English, at what grade level can you read English?

ANSWER:

QUESTION NO. 4 Are you able to write correct Spanish?

ANSWER:

QUESTION NO. 5 If you are able to write correct Spanish at what grade level would you say you are able to write correct Spanish?

ANSWER:

QUESTION NO. 6 Isn't it true that you are not one of the founders of Trident S/A?

ANSWER:

QUESTION NO. 7 Isn't it true that Mr. Paulo Negraes is the founder of Trident S/A?

ANSWER:

QUESTION NO. 8 Who owned Trident S/A?

ANSWER:

QUESTION NO. 9 What was your relationship to Mr. Paulo Negraes when you were employed at Trident S/A?

ANSWER:

QUESTION NO. 10 Specify your duties where you were employed, including your duties while employed at Madema.

ANSWER:

QUESTION NO. 11 Isn't it a fact that Select Export has not signed any document submitted by Trident S/A that identifies Select Export as a distributor of Trident S/A?

ANSWER:

QUESTION NO. 12 Can you identify any document submitted by Trident S/A to Select Export and executed by Select Export that identifies Select Export as a distributor of Trident S/A?

ANSWER:

QUESTION NO. 13 Isn't it true that Mr. Julio C. Aguirre executed documents for Trident S/A in front of you, Mr. Herbert E. Moebius, and Mr. Herbert Moebius?

ANSWER:

QUESTION NO. 14 Isn't it true that Select Export's President Herbert E. Moebius spoke to you over the phone many times where you stated that Julio C. Aguirre was authorized to sign documents on behalf of Trident S/A?

ANSWER:

QUESTION NO. 15 Isn't it true that Select Export's President Herbert E. Moebius spoke to you over the phone many times where you stated that Julio C. Aguirre was the Director for Trident S/A?

ANSWER:

QUESTION NO. 16 Can you remember every discussion you have ever had over the past twenty years?

ANSWER:

QUESTION NO. 17 Isn't it true that Julio C. Aguirre carried business cards with the title of Director of Sales for Trident S/A?

ANSWER:

QUESTION NO. 18 Isn't it true that Trident S/A tried to fire Julio C. Aguirre to avoid paying him a severance?

ANSWER:

QUESTION NO. 19 Isn't it true that Trident S/A tried to fire Julio C. Aguirre to avoid paying him sales commissions owned to him by Trident S/A?

ANSWER:

QUESTION NO. 20 Isn't it true that the sons of Paulo Negraes, the founder of Trident S/A, tried to fire Julio C. Aguirre to gain control of Julio C. Aguirre's customers in Brazil?

ANSWER:

QUESTION NO. 21 Isn't it true that the sons of Paulo Negraes, the founder of Trident S/A, tried to fire Julio C. Aguirre to gain control of Julio C. Aguirre's international customers?

ANSWER:

QUESTION NO. 22 Can you tell us the exact date when you first learned about Select Export's United States registered trademark?

ANSWER:

QUESTION NO. 23 Isn't it true that before you took any steps against Select Export's United States' registered trademark, you received an international phone call from Herbert E. Moebius to discuss how he found out that Trident S/A was stealing from Select Export?

ANSWER:

QUESTION NO. 24 Isn't it true that Julio C. Aguirre was Director of Trident S/A?

ANSWER:

QUESTION NO. 25 Who wrote the document identified in Petitioner's Exhibit 3?

ANSWER:

QUESTION NO. 26 Isn't it true that Petitioner's Exhibit 3 was written in Brazil?

ANSWER:

QUESTION NO. 27 Why was Petitioner's Exhibit 3 written in English?

ANSWER:

QUESTION NO. 28 Isn't it true that the English language selection for Petitioner's Exhibit 3 was made by you?

ANSWER:

QUESTION NO. 29 Which of the directors at Trident S/A spoke fluent English in the year 1989?

ANSWER:

QUESTION NO. 30 Isn't it true that Trident S/A asked Select Export to enter into Petitioner's Exhibit 3?

ANSWER:

QUESTION NO. 31 Please name all the marks under which Trident S/A sells or has sold products.

ANSWER:

QUESTION NO. 32 Isn't it a fact that Petitioner's Exhibit 3 is not signed by Herbert Moebius or anyone on behalf of Select Export?

ANSWER:

QUESTION NO. 33 Isn't it true that you have no knowledge that Herbert Moebius or any other person has executed the document identified as Petitioner's Exhibit 3?

ANSWER:

QUESTION NO. 34 Isn't it true that the document identified in Petitioner's Exhibit 3 was never made effective?

ANSWER:

QUESTION NO. 35 Isn't it true that the document identified in Petitioner's Exhibit 3 has no effective date identified where it is to be identified in such document?

ANSWER:

QUESTION NO. 36 Isn't it true that the document identified in Petitioner's Exhibit 3 has no term period identified where it is supposed to be in Section 4 of such document?

ANSWER:

QUESTION NO. 37 As a member and/or former member of the Trident S/A executive management team, isn't it true that to your knowledge Trident S/A had no quality control over SEC's use of the Trident Mark in the United States?

ANSWER:

QUESTION NO. 38 As a member and/or former member of the Trident S/A executive management team, can you identify any quality control by Trident S/A over SEC's use of the Trident Mark in the United States?

ANSWER:

QUESTION NO. 39 Isn't it true that you have not personally searched all of Trident S/A's records since May 1991 to determine whether Petitioner's Exhibit 1 is or was among Trident S/A's records?

ANSWER:

QUESTION NO. 40 Isn't it true that you cannot personally remember every piece of correspondence you received as an employee at Trident S/A over the last twenty years?

ANSWER:

QUESTION NO. 41 Isn't it true that you cannot personally remember every document you received as an employee at Trident S/A over the last twenty years?

ANSWER:

QUESTION NO. 42 Isn't it true that to your knowledge you have no written evidence that Select Export ever agreed to be a distributor for Trident S/A at any date after May 1991?

ANSWER:

QUESTION NO. 43 Isn't it true that to your knowledge you have no written evidence that Select Export ever agreed to be a distributor for Trident S/A at any date before May 1991?

ANSWER:

QUESTION NO. 44 Can you provide any written evidence that Select Export ever agreed to be a distributor for Trident S/A at any date?

ANSWER:

QUESTION NO. 45 Isn't it true that after May 1991, Trident S/A continued to do business with Select Export for a period of time?

ANSWER:

QUESTION NO. 46 Isn't it true that after May 1991 Trident S/A sold art materials and/or product to Select Export that were manufactured by Trident S/A and were then sold by Select Export in the United States under the Trident mark?

ANSWER:

QUESTION NO. 47 Isn't it true that after May 1991 Trident S/A received value from Select Export by Trident S/A's sale of products to Select Export that were thereafter sold by Select Export in the United States under the Trident mark?

ANSWER:

QUESTION NO. 48 Isn't it then true that if Petitioner's Exhibit 1 is viewed as a contract, Trident did receive value from Select Export in the form of continued sales of product to Select Export?

ANSWER:

QUESTION NO. 49 Isn't it true that you traveled to the United States to visit Herbert E. Moebius, President of Select Export, at Select Export's offices accompanied by your wife?

ANSWER:

QUESTION NO. 50 Isn't it true that Julio C. Aguirre also accompanied you and your wife to the United States to visit Herbert E. Moebius?

ANSWER:

QUESTION NO. 51 Isn't it true that there are no executed written documents to your knowledge that identify Select Export as a related company to Trident S/A?

ANSWER:

QUESTION NO. 52 Isn't it true that there are no written executed documents to your knowledge that identify Select Export as a distributor for or on behalf of Trident S/A?

ANSWER:

QUESTION NO. 53 Isn't it true that if Trident S/A believed that Select Export was a distributor for Trident S/A prior to 2001 then any United States trademark registration for the mark TRIDENT filed by Trident S/A would identify applicable dates of first use prior to 2001 as established by Select Export as Trident S/A's alleged distributor?

ANSWER:

QUESTION NO. 54 Isn't it true that Trident S/A filed a United States Trademark application for Trident S/A's Trident (and design) mark?

ANSWER:

QUESTION NO. 55 Isn't it true that Trident S/A filed a United States Trademark application for Trident S/A's Trident (and design) mark in connection with "easels; drawing boards for engineering and industrial drawing"?

ANSWER:

QUESTION NO. 56 Isn't it true that Trident S/A filed a United States Trademark application for Trident S/A's Trident (and design) mark in connection with "easels; drawing boards for engineering and industrial drawing" with a date of first use of November 8, 2001?

ANSWER:

QUESTION NO. 57 Isn't it true that Trident S/A abandoned its United States Trademark application for Trident S/A's Trident (and design) mark in connection with "easels; drawing boards for engineering and industrial drawing" with a date of first use of November 8, 2001 (Serial Number 76/336,986)?

ANSWER:

QUESTION NO. 58 As an employee and/or former employee of Trident S/A, to your knowledge isn't it true that Trident S/A was a member of National Art Materials Trade Association ("NAMTA") in the United States after 2007?

ANSWER:

QUESTION NO. 59 As an employee and/or former employee of Trident S/A, to your knowledge isn't it true that Trident S/A was a member of National Art Materials Trade Association ("NAMTA") in the United States after 2008?

ANSWER:

QUESTION NO. 60 Isn't it true that as a member of Trident S/A's executive management team part of your duties is/were to oversee the use of the Trident trademark in connection with Trident S/A's art materials and/or supplies after August 15, 2007?

ANSWER:

QUESTION NO. 61 As of your date of retirement from Trident S/A isn't it true that Trident S/A was still using the Trident trademark in connection with Trident S/A's art materials and/or supplies?

ANSWER:

QUESTION NO. 62 As a member of Trident S/A's executive management team, to your knowledge isn't it true that Trident S/A still uses the Trident trademark in connection with art materials and/or supplies?

ANSWER:

QUESTION NO. 63 As a former member of Trident S/A's executive management team, to your knowledge isn't it true that Trident S/A still uses the Trident trademark in connection with art materials and/or supplies?

ANSWER:

QUESTION NO. 64 As a member of Trident S/A's executive management team, to your knowledge isn't it true that Trident S/A continued to use the Trident trademark in connection with art materials and/or supplies after August 15, 2007?

ANSWER:

QUESTION NO. 65 As a former member of Trident S/A's executive management team, to your knowledge isn't it true that Trident S/A continued to use the Trident trademark in connection with art materials and supplies after August 15, 2007?

ANSWER:

Respectfully submitted,



March 29, 2010

Date

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

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Registrant's Cross Questions To Petitioner's Written Questions on Domingos Zanocco 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.



March 29, 2010

Date

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

May 26, 2010

**VIA OVERNIGHT**

Cheryl Meide, Esq.  
Meide Law Firm, P.A.  
Corners at Deerwood  
7545 Centurion Parkway  
Suite 201  
Jacksonville, Florida 32256

**Re: Jack Richeson & Co., Inc. v. Select Export Corp.**  
**Mark: TRIDENT & Design**  
**Our Ref. No. 002763-060801**

Dear Ms. Meide:

As you know, we represent Jack Richeson & Co., Inc. in connection with this matter. The testimony deposition of Domingos Zanoocco upon written questions has been completed. A copy of the transcript is enclosed. We have asked the Trademark Trial and Appeal Board to resume action. A copy of our request is enclosed. Once action is resumed, we will notice the testimony deposition of Ivan Maturana Segato upon oral examination in Nashville, Tennessee, the testimony deposition of Darren Richeson upon oral examination in Kimberly, Wisconsin and of your client, Herbert E. Moebius upon oral examination in a location of his choosing.

As you know, either party is free to take testimony outside its assigned testimony period upon stipulation approved by the Board. Since our clients share a desire to move this matter forward, we are happy to stipulate to mutually agreeable times to depose Ivan Maturana Segato, Darren Richeson and Herbert E. Moebius. Please provide us with some dates and times that suit your schedule.

Cheryl Meide, Esq.

May 26, 2010

Page 2

If you have any questions, please call. Otherwise, we look forward to receiving your response to this letter within the next ten days.

Very truly yours,

A handwritten signature in dark ink, appearing to be 'P. W. Kruse', with a long horizontal flourish extending to the right.

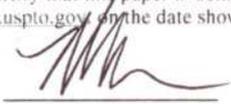
Paul W. Kruse

Enclosures

Cc: Jack Richeson & Co., Inc.

**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://cstta.uspto.gov> on the date shown below:

By: 

Name: Paul W. Kruse

Date: May 26, 2010

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Jack Richeson & Co., Inc.,

Petitioner,

v.

Select Export Corp. dba Trident,

Registrant.

Attorney Ref. No. 002763-060801

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Cancellation No. 92048118

Reg. No. 2,619,642

**REQUEST TO RESUME ACTION**

Box TTAB FEE  
Commissioner for Trademarks  
P.O. Box 1451  
Alexandria, Virginia 22313-1451

Sir:

Action in this proceeding was suspended pending the completion of the testimony deposition of Domingos Zanocco, who is one of Petitioner's witnesses and a resident of Brazil, upon written questions pursuant to 37 CFR § 2.124. The testimony deposition of Mr. Zanocco on written questions is now complete and a transcript has been sent to Registrant's attorney.

Petitioner asks that the Board resume action on this proceeding and reschedule the remaining trial dates (commencing with Petitioner's trial period) in this case.

WHEREFORE, good cause having been shown, Petitioner respectfully requests that action on this proceeding be resumed.

Jack Richeson & Co., Inc.



By: \_\_\_\_\_

Name: Paul W. Kruse

Title: Attorney

Date: May 26, 2010

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 May 26, 2010.



By: \_\_\_\_\_

Name: Paul W. Kruse

## ADVOCACIA SANTA OLALIA

*Adriana Santa Olalia Fernandes*

OAB/SP 161.257

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Adriana Santa Olalia Fernandes, a lawyer registered in the Order of Lawyers of Brazil under No. 161.257 hereby submit the answers given by Mr. Domingos Zanocco face of questions posed to him by Jack Richeson & Co., Inc, in the process Trident Trademark Matter in the United States.

Mr. Domingos Zanocco, under oath, committed to law so he answered:

**QUESTION nº 01:** State your name and address.

**ANSWER:** My name is Domingos Zanocco. My address is Alameda Dr. Esperança No. 299, Zip Code. 17211-000. Jau. São Paulo. Brazil.

**QUESTION nº 02:** What is your age?

**ANSWER:** I am 78 years old.

**QUESTION nº 03:** Do you speak English?

**ANSWER:** No, I do not speak English.

# ADVOCACIA SANTA OLALIA

*Adriana Santa Olalia Fernandes*

OAB/SP 161.257

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**QUESTION nº 04:** What is your native language?

**ANSWER:** Portuguese.

**QUESTION nº 05:** Do you also speak Spanish?

**ANSWER:** Yes, I do.

**QUESTION nº 06:** Can you read English?

**ANSWER:** No, I do not read English.

**QUESTION nº 07:** Where are you employed?

**ANSWER:** In the company Trident Industria de Precisão Ltda.

**QUESTION nº 08:** What is your job title and Duties?

**ANSWER:** I am Director Industrial.

## ADVOCACIA SANTA OLALIA

*Adriana Santa Olalia Fernandes*

OAB/SP 161.257

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**QUESTION nº 09:** How long have you held that position and / or worked for That company?

**ANSWER:** I worked for the company Desentécnica since February 1956 and as from October 1980 was the corporate manager with the company Trident Corporation and remained there working as an Industrial Officer.

**QUESTION nº 10:** If you are retired, state when you retired.

**ANSWER:** I am retired since 1981 but still working in the company Trident as the laws of Brazil so allow.

**QUESTION nº 11:** Provide your employment history with Trident Industria de Precisão Ltda. (Trident S/A ").

**ANSWER:** I was the owner of company Desentécnica I became director of Trident in October 1980 as a result of merging the two companies and occupy this post until today.

## ADVOCACIA SANTA OLALIA

*Adriana Santa Olalia Fernandes*

OAB/SP 161.257

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**QUESTION nº 12:** Were you acquainted with the individual named Julio Cesar Aguirre?

**ANSWER:** Yes, I did.

**QUESTION nº 13:** What was your relationship to him?

**ANSWER:** It was a business relationship.

**QUESTION nº 14:** What was his relationship with Trident S/A?

**ANSWER:** Mr. Julio Cesar Aguirre was a freelancer, and served as export manager.

**QUESTION nº 15:** Was he ever an employee of Trident S/A?

**ANSWER:** He was never employed by Trident. He was a freelancer. He could work as a freelancer for Trident and any company they wished.

## ADVOCACIA SANTA OLALIA

*Adriana Santa Olalia Fernandes*

OAB/SP 161.257

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

**ANSWER:** No, he was not authorized to sign legal documents on behalf of Trident.

**QUESTION nº 17:** Was that the case in May of 1991?

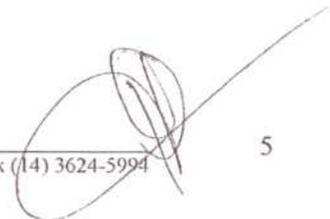
**ANSWER:** He was never allowed to legally represent the company Trident nor authorized to sign legal documents on its behalf.

**QUESTION nº 18:** Did Mr. Aguirre typically communicate in Portuguese, English or another language?

**ANSWER:** With me, he communicated in Spanish.

**QUESTION nº 19:** How well did Mr. Aguirre speak English?

**ANSWER:** His English was fluent.



## ADVOCACIA SANTA OLALIA

*Adriana Santa Olalia Fernandes*

OAB/SP 161.257

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

**ANSWER:** It is the first time I see this document. Prior to this date I had never seen the document marked as Exhibit 1, dated May of 1991.

**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:** No, never received any copies of this document.

**QUESTION nº 22:** Was this document among Trident S/A's records?

**ANSWER:** No, this document has never been to Trident.

## ADVOCACIA SANTA OLALIA

*Adriana Santa Olalia Fernandes*

OAB/SP 161.257

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**QUESTION n° 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:** I do not agree because it was a distributor for Trident that date.

**QUESTION n° 24:** Do you believe that Select Export was or is a distributor for Trident S/A at any later date?

**ANSWER:** The Select Export company was a distributor for Trident.

**QUESTION n° 25:** Do you recall the discussion referenced in the first paragraph of Exhibit 1, regarding Select Export's United States registered trademark?

**ANSWER:** There was never such a discussion.

**QUESTION n° 26:** If so, what do you recall about that discussion?

**ANSWER:** There was never such a discussion.

## ADVOCACIA SANTA OLALIA

*Adriana Santa Olalia Fernandes*

OAB/SP 161.257

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**QUESTION nº 27:** Who was there and what language was used?

**ANSWER:** There was never such a discussion.

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

**ANSWER:** I do not know what it is.

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

**ANSWER:** I do not know which letter is being spoken.

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

**ANSWER:** I do not remember.

## ADVOCACIA SANTA OLALIA

*Adriana Santa Olalia Fernandes*

OAB/SP 161.257

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**QUESTION n° 31:** What steps did Trident S/A take regarding Select Export's United States registered trademark?

**ANSWER:** We went through a process requiring the right on the our mark Trident.

**QUESTION n° 32:** If Exhibit 1 is viewed as a contract, did Mr. Aguirre have authority to bind Trident S/A in May of 1991?

**ANSWER:** We do not recognize the document marked as Exhibit 1 and Mr. Julio Cesar Aguirre never had legal powers to represent the company Trident.

**QUESTION n° 33:** If Exhibit 1 is viewed as a contract, did Trident S/A receive any value from Select Export?

**ANSWER:** We do not recognize the Exhibit 1.

## ADVOCACIA SANTA OLALIA

*Adriana Santa Olalia Fernandes*

OAB/SP 161.257

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

**ANSWER:** In Spanish.

**QUESTION nº 35:** Were your business communications with company typically in English, as is Exhibit 1?

**ANSWER:** No. They were in Spanish.

**QUESTION nº 36:** Did you sign the declaration that is attached as Exhibit 2?

**ANSWER:** Yes, I signed.

**QUESTION nº 37:** Are those statements accurate, to the best of your knowledge?

**ANSWER:** The statements contained in the Exhibit 2 are correct.

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

**ANSWER:** The Select Export company has never been the exclusive distributor of the company Trident, nor had any exclusive relationship with it, having freedom to work for other companies.

**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:** The document attached as Exhibit 3 had never been seen before.

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

**ANSWER:** No, not carried out.

# ADVOCACIA SANTA OLALIA

Adriana Santa Olalia Fernandes

OAB/SP 161.257

## VERIFICATION

I, Domingos Zanocco declare that my answers to those questions are true and accurate to the best of my personal knowledge of the affairs of the Trident S/A and/or according to information obtained from my files.

Zanocco

By: 

Nome: Domingos Zanocco

Date: 07 MAI 2010

Este documento para produzir efeitos no Brasil e valer contra terceiros, deverá ser verificado em vernaculo e registrada a tradução.

2. TABELIAO DE NOTAS E DE PROTESTO DE LETRAS E TITULOS DE JAU/SP  
Rua Sete de Setembro, 372 - Fone: 14-3621-6983 - Jau - SP  
Reconheco por semelhança a firma: DOMINGOS ZANOCO. - t-t-t-t-t-t

Jau, 07 de Maio de 2010.

MARCELO FERNANDO SEGALA BUENSO - ESCRIVENTE  
Reconhecimento de firma sem valor R\$ 3,00 Selos pagos por verba  
\*\*\* VALIDO SOBRETE COM SELO DE AUTENTICIDADE \*\*\*



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 sells 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
v.	)	
	)	Reg. No. 2,619,642
Select Export Corp. dba Trident,	)	
	)	
Registrant.	)	
	)	
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 Carbono 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 SZANOTTO

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: <sup>of CANADA</sup> Original Powers of Attorney granted Mr.

are attached to this Manufacturers and Solo Imprter  
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:

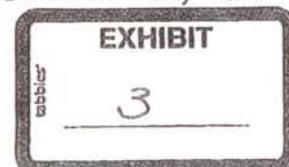
SECTION ONE

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 TWO

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", "Doseotec", 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: \_\_\_\_\_

# ADVOCACIA SANTA OLALIA

Adriana Santa Olalia Fernandes

OAB/SP 161.257

Adriana Santa Olalia Fernandes, a lawyer registered in the Order of Lawyers of Brazil under No. 161.257 hereby submit the answers given by Mr. Domingos Zanocco face of questions posed to him by Select Export Corp., in the process Trident Trademark Matter in the United States.

Mr. Domingos Zanocco, under oath, committed to law so he answered:

**ANSWER TO ALL QUESTIONS:** The questions asked by the Select Export company were made in English and will not be answered because I do not speak English.

## VERIFICATION

I, Domingos Zanocco declare that my answers to those questions are true and accurate to the best of my personal knowledge of the affairs of the Trident S/A and/or according to information obtained from my files.



Este documento para produzir efeitos no Brasil e valer contra terceiros, deverá ser vertido em vernáculo e registrada a tradução.

By: \_\_\_\_\_

Nome: Domingos Zanocco

Date: 07 MAI 2010

2. TABELIAO DE NOTAS E DE PROTESTO DE LETRAS E TITULOS DE JAU/SP  
Rua Sete de Setembro, 372 - Fone: 14-3621-6981 - Jau/ - SP  
Reconheça por semelhança a firma: DOMINGOS ZANOTTO - 1-1-1-1-1-1-1-1

Jau, 07 de Maio de 2010.

MARCELO FERNANDA SEGALA BOESSO - ESCRIVENTE  
Reconhecimento de Firma sem Valor R\$ 3,00 Selos pagos por verba  
\*\*\* VALIDO SOMENTE COM SELO DE AUTENTICIDADE \*\*\*

JSP - Cep. 17.201-260 - Fone/Fax (14) 3624-5994  
ataolalia@splicenet.com.br