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

Petition for Cancellation

Notice is hereby given that the following party requests to cancel indicated registration.

Petitioner Information

Name	Winn & Coales International Limited		
Entity	Corporation	Citizenship	United Kingdom
Address	Denso House Chapel Road London, SE27 OTR UNITED KINGDOM		

Attorney information	Eric T. Fingerhut Dykema Gossett PLLC 1300 I Street, N.W. Suite 300 Washington, DC 20005 UNITED STATES efingerhut@dykema.com, smckeon@dykema.com, ipmail@dykema.com Phone:202.906.8618
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Registration Subject to Cancellation

Registration No	3903304	Registration date	01/11/2011
International Registration No.	NONE	International Registration Date	NONE
Registrant	DENSO-Holding GmbH & Co. Felderstrasse 24 51371 Leverkusen GERMANY		

Goods/Services Subject to Cancellation

<p>Class 001. All goods and services in the class are cancelled, namely: Chemicals used in industry and science, adhesives used in industry; protective agents for buildings, namely, concrete additives, concrete admixtures, mold release compounds for use in concrete fabrication, in the nature of substances for impregnating concrete, stone and brickwork, admixture for concrete, particularly for producing porous concrete, foamed concrete and heat resistant concrete and construction parts manufactured therefrom; chemicals for rubber and plastics processing applications, namely, for natural and synthetic rubbers and plastic substitutes therefor, and mixtures of the aforesaid materials with bituminous materials in the form of adhesives used in industry and in the form of raw materials for making mastics, being protective agents for buildings; all the aforesaid goods in particular in the field of solar technology *, with the exception of goods that may be used in printing and dyeing processes and in the paper industry*</p>
<p>Class 002. All goods and services in the class are cancelled, namely: Inhibitors for preventing corrosion in the nature of a coating, anti corrosive coatings; preservatives against rust and corrosion in the nature of a coating, anti corrosive coatings; corrosion inhibiting bands, namely, anti corrosive papers for sealing construction parts in the construction of railway carriages, boats, vehicles, aeroplanes and installations; sealing pastes and anti corrosion pastes, namely, sealer coatings, anti corrosive coatings, paints containing bituminous materials, leakage preservatives in the nature of a coating; all</p>

the aforesaid goods in particular in the field of solar technology *, with the exception of goods that may be used in printing and dyeing processes and in the paper industry*

Class 007.

All goods and services in the class are cancelled, namely: Hand tools, including hand instruments used as tools, namely, power operated spray guns; equipment and machines for manufacture and procession of anti corrosion, insulating and sealing preparations, namely, mixing machines, conveyor lines, conveyors, winding apparatuses, wrapping machines; all of the aforesaid goods in particular in the field of solar technology

Class 017.

All goods and services in the class are cancelled, namely: Insulating preparations and materials for protecting installations, pipes, and containers from heat and cold; plastic and elastic sealing compounds and seals, namely, sealing and insulation materials for pipes of stoneware, cements, concrete, metal or plastic; plastic and elastic sealing compounds and seals, namely, sealing and insulation materials for building parts, joint seals, sealing and insulation materials, namely, natural and synthetic rubbers and plastic substitutes therefor, and mixtures of the aforesaid materials with bituminous materials in the form of paints, compounds, mastics, pastes, emulsions and dispersions, profiles, band, strips, foils, cords, flexible tubes, pipes, sheets, tapes and solid and foam rings, all for anti corrosion, building protection, insulation and sealing purposes; all the aforesaid goods in particular in the field of solar technology

Class 019.

All goods and services in the class are cancelled, namely: Bitumen, bituminous building materials in the form of casting compounds, protective compounds for buildings, anti corrosive compounds, paints for buildings and coatings for buildings and sealing compounds, mastics, cords, profiles, sheets, washers, bands and strips; all the aforesaid goods in particular in the field of solar technology

Grounds for Cancellation

<i>Torres v. Cantine Torresella S.r.l.Fraud</i>	808 F.2d 46, 1 USPQ2d 1483 (Fed. Cir. 1986)
Priority and likelihood of confusion	Trademark Act section 2(d)

Marks Cited by Petitioner as Basis for Cancellation

U.S. Registration No.	558619	Application Date	11/06/1948
Registration Date	05/13/1952	Foreign Priority Date	NONE
Word Mark	DENSO		
Design Mark			
Description of Mark	NONE		
Goods/Services	Class U012 (International Class 017). First use: TEXTILE BANDAGES IMPREGNATED THROUGHOUT AND ON BOTH FACES WITH ANTI-CORROSIVES, FOR WRAPPING METAL PIPES, CABLES IN THE EARTH AND, IN GENERAL, ALL SURFACES SUBJECTED TO CORROSIVE ACTIONS EITHER IN A CHEMICAL OR IN AN ELECTRO-CHEMICAL OR ELECTROLYTIC WAY		

U.S. Registration No.	719858	Application Date	08/12/1960
Registration Date	08/15/1961	Foreign Priority Date	NONE
Word Mark	"DENSO" PRODUCTS.		

Design Mark	
Description of Mark	NONE
Goods/Services	Class U012 (International Class 017). First use: First Use: 1945/00/00 First Use In Commerce: 1947/00/00 Tapes, Cords and Wrappings Impregnated with Anti-Corrosive Compounds

U.S. Application No.	85567998	Application Date	03/13/2012
Registration Date	NONE	Foreign Priority Date	NONE

Word Mark	DENSO
Design Mark	

Description of Mark	NONE
Goods/Services	<p>Class 001. First use: First Use: 1982/12/31 First Use In Commerce: 1982/12/31 bituminous material used in the form of adhesives</p> <p>Class 002. First use: First Use: 1958/12/31 First Use In Commerce: 1958/12/31 liquid coating; glass flake coating; epoxy coating; petrolatum tape; wax tape; petrolatum sealing compound and molding mastic; primer; butyl tape; bitumen tape; protective outer wrap; protective spacers for piping; protective mesh; jackets used to structurally restore and protect concrete, timber and steel piles; epoxy grout; joint sealing compound; paving tape; pile protection systems; void filler; fiberglass tapes and wraps</p> <p>Class 007. First use: First Use: 1998/12/31 First Use In Commerce: 1998/12/31 liquid coating spray guns; cartridge guns; winding, unwinding and, wrapping machines</p> <p>Class 017. First use: First Use: 1998/05/31 First Use In Commerce: 1998/05/31 bituminous materials used in the form of paints; tapes, cords, and wrappings, all Impregnated with anti-corrosives, and anti-corrosive compounds for protecting metal and similar surfaces</p> <p>Class 019. First use: First Use: 1999/12/31 First Use In Commerce: 1999/12/31 Bitumen pipeline tape and anti-corrosion compound</p>

U.S. Application No.	85567993	Application Date	03/13/2012
Registration Date	NONE	Foreign Priority Date	NONE
Word Mark	DENSO		
Design Mark			
Description of Mark	The mark consists of the word "Denso" inside of a rectangular box with the letters "ens" connected and lines at the bottom of the rectangular box.		
Goods/Services	<p>Class 001. First use: First Use: 1997/12/31 First Use In Commerce: 1997/12/31 bituminous material used in the form of adhesives</p> <p>Class 002. First use: First Use: 1958/12/31 First Use In Commerce: 1958/12/31 liquid coating; glass flake coating; epoxy coating; petrolatum tape; wax tape; petrolatum sealing compound and molding mastic; primer; butyl tape; bitumen tape; protective outer wrap; protective spacers for piping; protective mesh; jackets used to structurally restore and protect concrete, timber and steel piles; epoxy grout; joint sealing compound; paving tape; pile protection systems; void filler; fiberglass tapes and wraps</p> <p>Class 007. First use: First Use: 1998/12/31 First Use In Commerce: 1998/12/31 liquid coating spray guns; cartridge guns; winding, unwinding and, wrapping machines</p> <p>Class 017. First use: First Use: 1997/12/31 First Use In Commerce: 1997/12/31 bituminous materials used in the form of paints; tapes, cords, and wrappings, all Impregnated with anti-corrosives, and anti-corrosive compounds for protecting metal and similar surfaces</p> <p>Class 019. First use: First Use: 1997/12/31 First Use In Commerce: 1997/12/31 Bitumen pipeline tape and anti-corrosion compound</p>		

Attachments	72102596#TMSN.gif (1 page)(bytes) 85567998#TMSN.jpeg (1 page)(bytes) 85567993#TMSN.jpeg (1 page)(bytes) Petition for Cancellation.pdf (17 pages)(526712 bytes)
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Certificate of Service

The undersigned hereby certifies that a copy of this paper has been served upon all parties, at their address record by First Class Mail on this date.

Signature	/Eric T. Fingerhut/
Name	Eric T. Fingerhut
Date	03/20/2012

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In the Matter of Registration No. 3,903,304
Issued January 11, 2011

WINN & COALES INTERNATIONAL LIMITED)	
)	
Petitioner)	
)	
v.)	Cancellation No. _____
)	
DENSO-HOLDING GMBH & CO.)	
)	
Registrant)	

PETITION FOR CANCELLATION

Winn & Coales International Limited, a corporation of the United Kingdom, having its principal place of business at Denso House Chapel Road, London, United Kingdom SE27 0TR (hereinafter "Petitioner"), believes it is being damaged by Registration No. 3,903,304 of the mark DENSOLAR for the goods in Classes 1, 2, 7, 17, and 19 covered by said registration, and hereby petitions to cancel said registration pursuant to § 14(3) of the Federal Trademark Act and Rule 2.111 of the Trademark Rules of Practice.

As grounds for the present petition, it is alleged that:

(1) Denso-Holding GmbH is a German corporation having its principal place of business at Felderstrasse 24, 51371 Leverkusen, Germany (hereinafter "Registrant").

(2) On information and belief, Registration No. 3,903,304 of the mark DENSOLAR issued on January 11, 2011 to Registrant and, by virtue of a limiting

amendment filed by Registrant on January 21, 2011, covers the following goods in International Classes 1, 2, 7, 17 and 19:

Chemicals used in industry and science, adhesives used in industry; protective agents for buildings, namely, concrete additives, concrete admixtures, mold release compounds for use in concrete fabrication, in the nature of substances for impregnating concrete, stone and brickwork, admixture for concrete, particularly for producing porous concrete, foamed concrete and heat resistant concrete and construction parts manufactured therefrom; chemicals for rubber and plastics processing applications, namely, for natural and synthetic rubbers and plastic substitutes therefor, and mixtures of the aforesaid materials with bituminous materials in the form of adhesives used in industry and in the form of raw materials for making mastics, being protective agents for buildings; all the aforesaid goods in particular in the field of solar technology, with the exception of goods that may be used in printing and dyeing processes and in the paper industry, in International Class 1;

Inhibitors for preventing corrosion in the nature of a coating, anti corrosive coatings; preservatives against rust and corrosion in the nature of a coating, anti corrosive coatings; corrosion inhibiting bands, namely, anti corrosive papers for sealing construction parts in the construction of railway carriages, boats, vehicles, aeroplanes and installations; sealing pastes and anti corrosion pastes, namely, sealer coatings, anti corrosive coatings, paints containing bituminous materials, leakage preservatives in the nature of a coating; all the aforesaid goods in particular in the field of solar technology, with the exception of goods

that may be used in printing and dyeing processes and in the paper industry, in International Class 2;

Hand tools, including hand instruments used as tools, namely, power operated spray guns; equipment and machines for manufacture and procession of anti corrosion, insulating and sealing preparations, namely, mixing machines, conveyor lines, conveyors, winding apparatuses, wrapping machines; all of the aforesaid goods in particular in the field of solar technology, in International Class 7;

Insulating preparations and materials for protecting installations, pipes, and containers from heat and cold; plastic and elastic sealing compounds and seals, namely, sealing and insulation materials for pipes of stoneware, cements, concrete, metal or plastic; plastic and elastic sealing compounds and seals, namely, sealing and insulation materials for building parts, joint seals, sealing and insulation materials, namely, natural and synthetic rubbers and plastic substitutes therefor, and mixtures of the aforesaid materials with bituminous materials in the form of paints, compounds, mastics, pastes, emulsions and dispersions, profiles, band, strips, foils, cords, flexible tubes, pipes, sheets, tapes and solid and foam rings, all for anti corrosion, building protection, insulation and sealing purposes; all the aforesaid goods in particular in the field of solar technology, in International Class 17; and

Bitumen, bituminous building materials in the form of casting compounds, protective compounds for buildings, anti corrosive compounds, paints for buildings and coatings for buildings and sealing compounds, mastics, cords,

profiles, sheets, washers, bands and strips; all the aforesaid goods in particular in the field of solar technology, in International Class 19.

Registrant is the record owner of Registration No. 3,903,304.

(3) Petitioner is a leading manufacturer of corrosion and chemical resistant coatings and linings for the long term protection of steel and concrete.

(4) Petitioner's predecessor and Petitioner, via its wholly-owned U.S. subsidiary Denso North America Inc., have been using the trade name DENSO and trademarks DENSO and "DENSO" PRODUCTS & Design in the United States since at least as early as 1947.

(5) Petitioner's predecessor adopted, used and Petitioner, through its wholly-owned U.S. subsidiary Denso North America, Inc. is still using the trade name DENSO and trademarks DENSO and "DENSO" PRODUCTS & Design in United States commerce for a wide variety of corrosion and chemical resistant coatings and linings for the long term protection of steel and concrete.

(6) In accordance with § 5 of the Federal Trademark Act, all use of the trademarks DENSO and "DENSO" PRODUCTS & Design by Petitioner's wholly-owned subsidiary and related company, as alleged herein, inures to the benefit of Petitioner.

(7) Petitioner's predecessor duly registered DENSO as a trademark for textile bandages impregnated throughout and on both faces with anti-corrosives, for wrapping metal pipes, cables in the earth and, in general, all surfaces subjected to corrosive actions either in a chemical or in an electro-chemical or electrolytic way under Registration No. 558619 which issued May 13, 1952. Petitioner is the record owner of Registration No.

558619 by virtue of a Change of Name recorded in the Assignment Branch on October 18, 2011 at Reel 4643/0413.

(8) Petitioner's predecessor duly registered "DENSO" PRODUCTS & Design as a trademark for Tapes, Cords and Wrappings Impregnated with Anti-Corrosive Compounds in the United States Patent and Trademark Office under Registration No. 719858 which issued August 15, 1961. Petitioner is the record owner of Registration No. 719858 by virtue of a Change of Name recorded in the Assignment Branch on October 18, 2011 at Reel 4643/0413.

(9) Long prior to the issuance of Registration No. 3,903,304 and the March 9, 2009 filing date based on the priority of the application which matured into International Registration No. 1038816 dated February 23, 2010, Petitioner and its predecessor adopted, used and still is using the trademarks DENSO and "DENSO" PRODUCTS & Design in connection with the following goods in Classes 1, 2, 7, 17 and 19: :

bituminous material used in the form of adhesives, in International Class 1;

liquid coating; glass flake coating; epoxy coating; petrolatum tape; wax tape;

petrolatum sealing compound and molding mastic; primer; butyl tape; bitumen

tape; protective outer wrap; protective spacers for piping; protective mesh;

jackets used to structurally restore and protect concrete, timber and steel piles;

epoxy grout; joint sealing compound; paving tape; pile protection systems; void

filler; fiberglass tapes and wraps, in International Class 2;

liquid coating spray guns; cartridge guns; winding, unwinding and, wrapping

machines;, in International Class 7;

bituminous materials used in the form of paints; tapes, cords, and wrappings, all Impregnated with anti-corrosives, and anti-corrosive compounds for protecting metal and similar surfaces, in International Class 17; and

Bitumen pipeline tape and anti-corrosion compound, in International Class 19.

(10) Petitioner filed Application Serial Nos. 85/567,998 and 85/567,993 to register the marks DENSO and DENSO & Design for the goods in Classes 1,2,7, 17 and 19 listed in Par. 9 above on March 13, 2012. Said applications were based on use of the word marks DENSO and DENSO & Design since at least as early as December 31, 1958 (for Class 2).

(11) Registration Nos. 558619 and 719858 are *prima facie* evidence of the validity thereof and Petitioner's ownership of and exclusive right to use the marks DENSO and "DENSO" PRODUCTS & Design in commerce, and are constructive notice of Petitioner's ownership thereof, all as provided by §§ 7(b) and 22 of the Federal Trademark Act of 1946, as amended. The right to use the marks DENSO and "DENSO" PRODUCTS & Design having become incontestable, Registration No. 558619 and 719858 are conclusive evidence of Petitioner's exclusive right to use the mark shown therein in commerce as provided by §§ 15 and 33(b) of the Federal Trademark Act.

(12) The goods described in Petitioner's Registration Nos. 558619 and 719858 and its recently filed applications and the goods described in Registration No. 3,903,304 are identical or commercially related, and are likely sold and/or rendered to the same or overlapping classes of purchasers. Therefore, purchasers, prospective purchasers and others are likely to be confused, mistaken or deceived into the belief, contrary to fact, that Registrant's goods sold under the mark DENSOLAR emanate from and/or are in some

way sponsored or approved by Petitioner and/or that Registrant is somehow affiliated with Petitioner, thereby damaging Petitioner.

(13) For the reasons set forth above, Petitioner is being damaged by the continued existence of Registration No. 3,903,304, and the business and goodwill of Petitioner is further damaged in that said registrations tend to create or maintain statutory rights in violation and derogation of the established rights of Petitioner.

(14) On information and belief, the application which matured into Registration No. 3,903,304 was fraudulently filed by Registrant in express breach of its Agreement with Winn & Coales (Denso) Limited, Petitioner's wholly-owned subsidiary in the United Kingdom, dated February 14, 2001. A copy of this Agreement is attached hereto as Appendix A. The Agreement states, in pertinent part:

Preamble:

"Through the years from 1945 until the signing of this agreement Winn & Coales has applied for and registered the trade mark DENSO in the countries listed in Annex 1. In those countries, Winn & Coales is at present registered proprietor of the trademark DENSO and various different trademarks containing the trade mark component DENSO."

Annex 1 to the Agreement between Petitioner and Registrant clearly identifies the United States as a country in which Petitioner has rights to the mark DENSO.

Par. 1(c):

"Each party **will not apply for** or have transferred to [i]t further trade marks or other signs with the word parts "DENS" or "DENSO" in the countries listed in Annex 1 or 2 as appropriate as the territory of the other party." (Emphasis added).

(15) The application which matured into Registration No. 3,903,304 was fraudulently filed in the name of a company who was contractually precluded from doing so and thus is void *ab initio*.

(16) As a party to the Agreement between Petitioner and Registrant, Registrant had actual knowledge of Petitioner's ownership of and prior rights in the mark DENSO in the United States as well as its obligation under the Agreement between Petitioner and Registrant to refrain from filing any application for trademarks with the word parts "DENS" or "DENSO" when it filed the application which matured into Registration No. 3,903,304 on February 23, 2010.

(17) Registration No. 3,903,304 was fraudulently procured because the application that matured into that registration contains a knowing misrepresentation of a material fact, namely, that Registrant is the owner of and has the exclusive right to the mark DENSOLAR in the United States for the goods described in said registration and that to the best of Registrant's knowledge no other person, firm, corporation or association has the right to use the mark in commerce.

(18) Registrant was not the lawful owner of the mark at the time the application was filed or when Registration No. 3,903,304 issued and, on information and belief, the purpose of filing said application and obtaining said registration was to knowingly breach the Agreement between Petitioner and Registrant and misappropriate Petitioner's lawful rights in the trademark DENSO.

(19) Accordingly, for all of the reasons stated above, Registration No. 3,903,304 is invalid as a matter of law and subject to cancellation pursuant to § 14(3) of the Federal Trademark Act.

(20) For the reasons set forth above, Petitioner is being damaged by the continued existence of Registration No. 3,903,304. The business and goodwill of Petitioner is further damaged in that said registration tends to create or maintain statutory rights in violation and derogation of the established rights of Petitioner.

WHEREFORE, Petitioner prays that this Petition for Cancellation be sustained and judgment be entered herein canceling U.S. Registration No. 3,903,304.

WINN & COALES INTERNATIONAL LIMITED

Dated: March 20, 2012

By: Eric T. Fingerhut
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APPENDIX A

Agreement
between

Winn & Coales (Denso) Ltd., London
(hereinafter Winn & Coales)
and

Denso Holding GmbH & Co., Leverkusen
(hereinafter Denso Holding)

Winn & Coales (Denso) Ltd. was founded in 1883
under the name of Winn & Coales.

Denso Holding was founded in Berlin in 1922 under
the name Chemieprodukte GmbH and had the
trade mark DENSO registered in 1929 in Germany
and in the following years in various other
countries. In 1961 the name Chemieprodukte was
changed to Denso-Chemie, in 1973 to Denso-
Chemie Wedekind KG and in 1996 to Denso
Holding.

Through a co-operation with Chemieprodukte on
basis of representatives, Winn & Coales in the
beginning obtained a licence to use the trademark
DENSO for Great Britain. As the consequence of
WWII the trademark DENSO registered in Great
Britain became the property of Winn & Coales.
Afterwards the change of company name into Winn
& Coales (DENSO) followed.

Through the years from 1945 until the signing of
this agreement Winn & Coales has applied for and
registered the trade mark DENSO in the countries
listed in Annex 1. In those countries, Winn & Coales
is at present registered proprietor of the trademark
DENSO and various different trademarks,
containing the trade mark component DENSO.

Denso Holding is at present registered proprietor of
the trade mark DENSO and various other
trademarks containing the trademark component
DENSO in those countries, listed in Annex 2 to this
agreement.

In the countries listed in Annex 3 both parties at
present use signs, especially trade marks containing
the trade mark/sign component DENSO.

In order to avoid misunderstandings in the future
concerning the use and the rights in respect of the
DENSO signs (trade marks), both parties have
agreed to the following:

Vereinbarung
zwischen

Winn & Coales (Denso) Ltd., London
(nachfolgend Winn & Coales)
und

Denso Holding GmbH & Co., Leverkusen
(nachfolgend Denso Holding)

Winn & Coales (Denso) Ltd. wurde 1883 unter dem
Namen Winn & Coales gegründet.

Denso Holding GmbH & Co wurde 1922 in Berlin
unter dem Namen Chemieprodukte GmbH
gegründet und ließ die Marke DENSO 1929 in
Deutschland und in den nachfolgenden Jahren in
verschiedenen anderen Ländern registrieren. 1961
wurde der Name Chemieprodukte in Denso-
Chemie, 1973 in Denso-Chemie Wedekind KG und
1996 in Denso Holding GmbH & Co geändert.

Durch eine Zusammenarbeit auf Vertreterbasis mit
Chemieprodukte erlangte Winn & Coales zunächst
eine Lizenz zur Benutzung der Marke DENSO für
Großbritannien. Als Folge des 2. Weltkrieges wurde
die in Großbritannien registrierte Marke DENSO das
Eigentum von Winn & Coales. Anschließend
erfolgte die Umbenennung des Firmennamens in
Winn & Coales (Denso).

In den Jahren von 1945 bis zur Unterzeichnung
dieses Vertrages hat Winn & Coales die Marke
DENSO in den in Anlage 1 aufgeführten Ländern
angemeldet und registrieren lassen. In jenen
Ländern ist Winn & Coales zum gegenwärtigen
Zeitpunkt eingetragene Inhaberin der Marken
DENSO und verschiedener anderer Marken, die den
Markenbestandteil DENSO enthalten.

Denso Holding ist zum gegenwärtigen Zeitpunkt
eingetragene Inhaberin der Marke DENSO und
verschiedener anderer Marken, die den
Markenbestandteil DENSO enthalten in den
Ländern, die in Anlage 2 zu diesem Vertrag
aufgelistet sind.

In den in Anlage 3 aufgeführten Ländern benutzen
beide Parteien zum gegenwärtigen Zeitpunkt
Zeichen, insbesondere Marken, die den
Marken/Zeichenbestandteil DENSO enthalten.

Um zukünftig Mißverständnisse hinsichtlich des
Gebrauchs und der Rechte an den DENSO- Zeichen
(Marken) zu vermeiden, haben die Parteien
folgendes vereinbart:

1. General

Each party, Winn & Coales and Denso Holding, respects the rights to the sign DENSO of the other party in those countries listed in Annex 1 and Annex 2. In the countries listed in Annex 3 both parties agree to co-exist in their use of the DENSO trade mark. The parties also agree to co-exist in those countries, which are not listed in Annex 1, 2 or 3, for whatever reasons. Also in internationally available media and at international fairs, both parties will co-exist.

a)
The term „Rights to the sign DENSO“ is to be understood broadly and covers all national protective rights and/or protected legal positions with respect to any kind of use of the sign DENSO, especially (1.) as a trademark or (2.) as a company name or (3.) as a company catch-word. This applies if the sign DENSO is used alone as well as when used in context with other words/pictures. The term extends to the whole scope of the protection of the individual sign, but of course limited to the legal position which such right provides to the proprietor.

b)
„Parties“ are DENSO Holding and Winn & Coales.

Both parties are obliged to influence their sister and subsidiary companies within the frame of their legal possibilities, so that also these sister and subsidiary companies act according to this agreement.

Furthermore each party will impose the terms of this agreement on any present (within 3 months after signature) and any future licensee.

c)
„Respects“ means (excluding the exception under Clause. 2) that each party will not infringe the rights to the exclusive use of the signs DENSO of the other party, where such rights exist and will refrain from any action which might lead to the loss of the rights to the sign DENSO of the other party, or which might have the registration of the trade mark become null and void or invalid and will also refrain from supporting attacks on the trade mark registrations or otherwise promoting this.

The scope of protection of the individual rights shall extend - according to the wishes of the parties and be respected accordingly - especially to all

1. Grundsatz

Jede Partei, Winn & Coales und Denso Holding, respektiert die Rechte an dem Zeichen DENSO der jeweils anderen Partei in jenen Ländern, die in Anlage 1 und Anlage 2 aufgeführt sind. In den Ländern, die in Anlage 3 aufgeführt sind, werden die Parteien in der Benutzung ihrer DENSO-Zeichen zukünftig koexistieren. Die Parteien vereinbaren, auch in den Ländern, die in den Listen 1, 2 oder 3 aus welchen Gründen auch immer nicht aufgeführt sind, zukünftig zu koexistieren. Auch in international zugänglichen Medien und auf internationalen Messen werden die Parteien koexistieren.

a)
Die Formulierung „Rechte an dem Zeichen DENSO“ ist weit zu verstehen und deckt alle nationalen Schutzrechte und/oder geschützte rechtliche Positionen in Bezug auf jegliche Art der Benutzung des Zeichens DENSO, insbesondere (1.) als Marke oder (2.) als Firma oder (3.) als Firmenschiagwort ab. Dies gilt, wenn das Zeichen DENSO entweder allein oder im Zusammenhang mit anderen Wörtern/Bildern benutzt wird. Die Formulierung erstreckt sich auf den gesamten Schutzbereich des jeweiligen Zeichens, aber natürlich begrenzt auf die Rechtsposition, die ein solches Recht dem Inhaber gewährt.

b)
„Parteien“ sind Denso Holding und Winn & Coales.

Die Parteien sind verpflichtet im Rahmen ihrer rechtlichen Möglichkeiten auf sämtliche Schwester- und Tochterfirmen einzuwirken, damit sich auch diese Schwester- und Tochterunternehmen gemäß derhier getroffenen Vereinbarung verhalten.

Ferner wird jede Partei den Gegenstand dieser Vereinbarung jedem gegenwärtigen (innerhalb von 3 Monaten nach Unterzeichnung) und jedem zukünftigen Lizenznehmer auferlegen.

c)
„Respektieren“ bedeutet (ausgenommen die unter Nr. 2. Getroffenen Ausnahme), daß jede Partei die Rechte zur exklusiven Benutzung der Zeichen DENSO der anderen Partei nicht verletzen wird, wo solche Rechte existieren und jegliche Handlungen unterlassen wird, die zu einem Verlust der Rechte an dem Zeichen DENSO der anderen Partei führen könnten oder die Registrierung des Zeichens null und nichtig oder ungültig werden lassen könnten und wird auch Angriffe auf diese Zeichen nicht unterstützen oder sonstwie fördern.

Der Schutzbereich der jeweiligen Zeichen soll sich - nach dem Willen der Parteien - insbesondere auf alle Marken oder Firmennamen oder

trade marks or company names or company catch- words, containing the components „DENS“ or „DENSO“.

Firmenschlagworte, die die Bestandteile "DENS" oder "DENSO" aufweisen, erstrecken und entsprechend respektiert werden.

Each party will not apply for or have transferred to it further trade marks or other signs with the word parts "DENS" or "DENSO" in the countries listed in Annex 1 or 2 as appropriate as the territory of the other party.

Die Parteien werden in den Ländern der jeweils anderen Partei, aufgeführt in den Anlagen 1 und 2, keine weiteren Marken oder andere Zeichen mit den Wortbestandteilen "DENS" oder "DENSO" anmelden oder auf sich übertragen lassen.

Winn & Coales will not use any trade mark containing "DENS" it might possess in a country listed in Annex 2. Denso Holding will not use any trade mark containing "DENS" it might possess in a country listed in Annex 1.

Winn & Coales wird keine Marken mit dem Bestandteil "DENS" benutzen, die es in einem der in Anlage 2 aufgeführten Ländern möglicherweise besitzt. Denso Holding wird keine Marken mit dem Bestandteil "DENS" benutzen, die es in einem der in Anlage 1 aufgeführten Ländern möglicherweise besitzt.

d) „Co-exist“ means, that both parties will not prohibit to the other party the use of the other party's signs DENSO, i.e. acknowledge that the other party is entitled also to use the sign DENSO, as a trade mark or otherwise.

d) „Koexistieren“ bedeutet, daß beide Parteien die Benutzung der DENSO-Zeichen der jeweils anderen Partei nicht untersagen werden, also anerkennen daß die jeweils andere Partei ebenfalls zur Benutzung des Zeichens DENSO als Marke oder in sonstiger Weise befugt ist.

e) „Internationally available media“ are media, which are used according to the appropriation of their drawer in various countries.

e) „International zugängliche Medien“ sind Medien, die nach der Zweckbestimmung ihres Ausstellers in verschiedenen Ländern benutzt werden.

These are especially the "Generic Top Level Domains" (.com,.net,.org) in the Internet. With respect to the national "Country Code Top Level Domains", e. g. „.uk“ or „.de“ which are available, for the countries listed in Annex 1 and 2, the right to register such national domain names is reserved to the respective party that claims these countries according to Annex 1 or 2. In these countries there is no co-existence between the parties.

Dies sind insbesondere die "Generic Top Level Domains" (.com,.net,.org) im Internet. Das Recht zur Registrierung der nationalen "Country Code Top Level Domains", wie beispielsweise ".uk" oder ".de", die für die Länder zu vergeben sind, die in den Anlagen 1 und 2 aufgeführt sind, ist der jeweiligen Partei vorbehalten, die diese Länder gemäß den Anlage 1 oder 2 für sich beansprucht. In diesen Ländern gilt keine Koexistenz zwischen den Parteien.

Publications are not regarded as internationally available media, if they are, having regard to the circulation rate distributed to the majority in one of the countries according to Annex 1 or 2.

Publikationen gelten dann nicht als international zugängliche Medien, wenn sie, in Bezug auf die Auflagenhöhe, mehrheitlich in einem der Länder gemäß Anlage 1 oder 2 vertrieben werden.

f) „International Fairs“ are fairs, where the majority of the participants are foreign (with respect to the place of the event) companies.

f) „Internationale Messen“ sind Ausstellungen, auf denen die Mehrheit der Teilnehmer ausländische (in Bezug zum jeweiligen Veranstaltungsort) Unternehmen sind.

2. Exception

The parties agree, that they have the right without prejudice to the principle regulation in No. 1 above to correspond with agents (especially distribution agents) on their stationary bearing trade marks or company names including DENSO, including the permission to send invoices.

2. Ausnahme

Die Parteien vereinbaren, daß sie unbeschadet der Grundsatzregelung in Nr. 1 oben das Recht haben, mit Agenten (insbesondere Vertriebsagenten) auf ihrem jeweiligen Briefpapier zu korrespondieren, das die Marken oder Firmenzeichen mit dem Bestandteil DENSO trägt, einschließlich der Erlaubnis Rechnungen zu verschicken.

This exclusion does not allow the distribution of any promotional material in the respective country or the right to address any correspondence (including brochures, etc.) directly or indirectly to consumers.

3. Reservation

This agreement only applies in relation to trade marks for goods and service classes which are covered by the rights to the trade marks of the parties and therefore does not contradict or influence the existing agreements of the parties with DENSO Corporation of Japan. The same applies for the other DENSO-sings of the parties.

In case that nevertheless a conflict with DENSO Corp. of Japan should occur, both parties will respect the agreement between DENSO Holding and DENSO Corp. Japan and/or Winn & Coales and DENSO Corp. Japan as the earlier and therefore primary agreement, so that this agreement between Denso Holding and Winn & Coales does not impose any obligations on DENSO Corp. of Japan as a third party or influence the above mentioned agreements with DENSO Corp. of Japan otherwise.

4. Term/Termination

The primary term of this agreement is ten (10) years from the signing of the agreement. The agreement will automatically renew for a further term of five (5) years, unless one of the parties terminates the agreement by notice in written form with the notice period of 12 month before the expiry of the agreement.

5. Language

Both, the English and the German text are relevant. In case of contradictions the intentions of the parties as determined from the whole agreement are relevant.

6. Governing Law

This agreement shall be interpreted in accordance with and be governed by German Law.

London.....
(for Winn & Coales)

Leverkusen.....
(for Denso Holding)

Diese Ausnahme erlaubt nicht die Verteilung von irgendwelchem Werbungs-material in dem betreffenden Land oder das Recht jedweder Korrespondenz (einschließlich Broschüren, etc.) direkt oder indirekt an Endverbraucher zu adressieren.

3. Vorbehalt

Diese Vereinbarung betrifft in Bezug auf Marken nur die Waren- und Dienstleistungsklassen, die von den Rechten an den Marken der Parteien beansprucht werden und widerspricht oder beeinflusst daher nicht die bestehenden Vereinbarungen der Parteien mit der DENSO Corporation of Japan. Gleiches gilt entsprechend für die anderen Denso - Zeichen der Parteien.

Falls trotzdem ein rechtlicher Konflikt mit der DENSO Corporation of Japan auftauchen sollte, werden beide Parteien die Vereinbarungen zwischen DENSO Holding und Denso Corp. Japan und/oder Winn & Coales und Denso Corp. Japan als die früheren und daher primären Vereinbarungen respektieren, so daß sich dieser Vertrag zwischen Denso Holding und Winn & Coales nicht zu Lasten von DENSO Corp. Japan als dritte Partei auswirkt oder die oben genannten Vertragsverhältnisse mit der DENSO Corporation of Japan sonstwie beeinflusst.

4. Laufzeit / Kündigung

Die anfängliche Laufzeit dieser Vereinbarung beträgt zehn (10) Jahre ab Vertragsunterzeichnung. Die Vereinbarung wird sich automatisch für eine weitere Laufzeit von 5 Jahren erneuern, falls nicht eine der Parteien die Vereinbarung schriftlich mit einer Kündigungsfrist von zwölf Monaten vor dem Auslaufdatum der Vereinbarung kündigt.

5. Sprachwahl

Beide, der englische und der deutsche Text, sind relevant. Bei Widersprüchen ist der sich aus der gesamten Vereinbarung ergebende Wille der Parteien maßgeblich.

6. Rechtswahl

Die Vereinbarung unterliegt deutschem Recht.

London.....
(für Winn & Coales (Denso) Ltd.)

Leverkusen.....
(für Denso Holding GmbH & Co)

WFC => Dekodec

ANNEX 1

to the Agreement
between
Winn & Coales (Denso) Ltd., London
and
Denso Holding GmbH & Co, Leverkusen
dated.....

- Australia
- Bahamas
- Bahrain
- Barbados
- Bermuda
- Botsuana
- Brunei
- Canada
- China
- Cyprus
- Fiji
- Grenada
- Hongkong
- Ireland
- Jamaica
- Japan
- Jordan
- Kenya
- Kuwait
- Lebanon
- Lesotho
- Malawi
- Malaysia
- Namibia

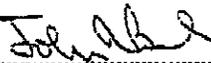
London, 14/12/2001 for:

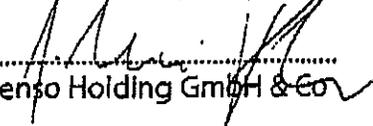
Leverkusen, den 14.2.2001 für:

ANLAGE 1

zur Vereinbarung
zwischen
Winn & Coales (Denso) Ltd., London
and
Denso Holding GmbH & Co, Leverkusen
vom.....

- New Zealand
- Nigeria
- Oman
- Papua New Guinea
- Philippines
- Qatar
- Samoa
- Saudi Arabia
- Singapore
- South Africa
- South Korea
- Swaziland
- Syria
- Tailand
- Taiwan
- Tonga
- Trinidad-Tobago
- UAE
- United Kingdom
- USA
- Zambia
- Zimbabwe


.....
Winn & Coales (Denso) Ltd


.....
Denso Holding GmbH & Co

Denso

ANNEX 2

to the Agreement
between
Winn & Coales (Denso) Ltd., London
and
Denso Holding GmbH & Co, Leverkusen
dated.....

- Austria
- Belgium
- Bosnia-Herzegovina
- Bulgaria
- Croatia
- Czech Republic
- Estonia
- Finland
- France
- Germany
- Greece
- Hungary
- Italy
- Latvia
- Liechtenstein
- Lithuania
- Luxemburg
- Macedonia
- Monaco
- Netherlands
- Poland
- Portugal
- Rumania
- San Marino
- Slowakia
- Slowenia
- Spain
- Switzerland
- Yugoslavia

London, 14/2/2001 for:

Leverkusen, den 14.2.2001 für:

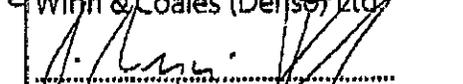
ANLAGE 2

zur Vereinbarung
zwischen
Winn & Coales (Denso) Ltd., London
and
Denso Holding GmbH & Co, Leverkusen
vom.....

- Algeria
- Argentina
- Azerbaijan
- Bangladesch
- Bolivia
- Brazil
- Chile
- Columbia
- Ecuador
- Israel
- Kasachstan
- Marocco
- Peru
- Russia
- Sudan
- Tunesia
- Turkey
- Ukraine
- Uruguay



 Winn & Coales (Denso) Ltd.



 Denso Holding GmbH & Co

W&C + Denso => Denso/Behotec

ANNEX 3

to the Agreement
between
Winn & Coales (Denso) Ltd., London
and
Denso Holding GmbH & Co, Leverkusen
dated.....

ANLAGE 3

zur Vereinbarung
zwischen
Winn & Coales (Denso) Ltd., London
and
Denso Holding GmbH & Co, Leverkusen
vom.....

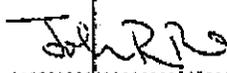
Countries/Länder

Denmark/Dänemark
Egypt/Ägypten
India/Indien
Indonesia/Indonesien
Irak/Irak
Iran/Iran
Libya/Libanon
Mexico/Mexiko
Norway/Norwegen
Pakistan/Parkistan
Sweden/Schweden
Venezuela/Venezuela
Vietnam/Vietnam

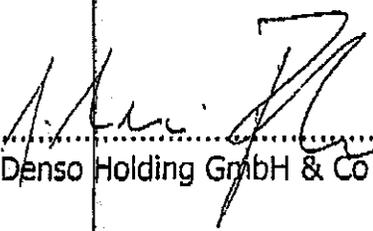
Owner/Inhaber

Denso Holding
Denso Holding
both
Denso Holding
Winn & Coales
both
Winn & Coales
both
Winn & Coales
Winn & Coales
Winn & Coales
Denso Holding
Denso Holding

London, 14/2/2005 for:


.....
Winn & Coales (Denso) Ltd.

Leverkusen, den 14.2.2005 für:


.....
Denso Holding GmbH & Co