

ESTTA Tracking number: **ESTTA493087**

Filing date: **09/06/2012**

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	U.S.A. Dawgs, Inc.		
Entity	Corporation	Citizenship	Nevada
Address	4120 W Windmill Ln, #106 Las Vegas, NV 89139 UNITED STATES		

Attorney information	Brian Elliott 4120 W Windmill Ln, #106 Las Vegas, NV 89139 UNITED STATES brian.elliott@usadawgs.com Phone:7022601060		
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Registration Subject to Cancellation

Registration No	3842092	Registration date	08/31/2010
Registrant	Sanders, James B. 6005 County Oak Road Woodland Hills, CA 91367 UNITED STATES		

Goods/Services Subject to Cancellation

Class 025. First Use: 2009/09/01 First Use In Commerce: 2009/09/01 All goods and services in the class are cancelled, namely: Footwear and apparel, namely, boots, shoes, sandals, socks, shorts, pants, shirts, jerseys, jackets, coats, sweaters, hats, visors, caps, pullovers, swimwear, jump suits, T-shirts, sweatshirts, sweatpants, tights, skirts, dresses, and warm-up suits

Grounds for Cancellation

<i>Torres v. Cantine Torresella S.r.l.Fraud</i>	808 F.2d 46, 1 USPQ2d 1483 (Fed. Cir. 1986)
Abandonment	Trademark Act section 14
The registration is being used by, or with the permission of, the registrant so as to misrepresent the source of the goods or services on or in connection with which the mark is used.	Trademark Act section 14

Related Proceedings	James Sanders & Jeffery Olian v. USA Dawgs, Inc., District Court, Clark County, Nevada A-10-614785-C
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Attachments	Petition for Cancellation 6Sept2012.pdf (11 pages)(292999 bytes) Exhibit 1 - TradeMarketPlace.pdf (3 pages)(730563 bytes) Exhibit 2 - AboutUs.pdf (2 pages)(404154 bytes)
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	Exhibit 3 - GDOGGS Licensing.pdf (4 pages)(739408 bytes) Exhibit 4 - Complaint 20 April 2010.pdf (16 pages)(6199912 bytes) Exhibit 5 - TM App.pdf (7 pages)(1667767 bytes) Exhibit 6 - Extension Request.pdf (4 pages)(692459 bytes) Exhibit 7 - SOU.pdf (7 pages)(1727244 bytes) Exhibit 8 - Office Action Refusal.pdf (5 pages)(1512165 bytes) Exhibit 9 - Response and Specimen.pdf (37 pages)(8338339 bytes) Exhibit 10 - Specimen pg 15.pdf (2 pages)(290278 bytes) Exhibit 11 - email.pdf (2 pages)(604721 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	/Brian Elliott/
Name	Brian Elliott
Date	09/06/2012

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

In the matter of Registration No. 3,842,092 for the mark GDOGGS.

U.S.A. DAWGS, INC.,)	
)	
Petitioner,)	
)	
v.)	Cancellation No.
)	
)	
JAMES SANDERS, and)	
)	
JEFFERY OLIAN)	
)	
Respondent.)	
)	
_____)	

PETITION TO CANCEL

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

1. Petitioner, U.S.A. Dawgs, Inc., a Nevada Corporation, with principal business address at 4120 W Windmill Ln, Las Vegas, Nevada 89139, believes that it is damaged by Registration No. 3,842,092 for the mark ‘GDOGGS’ and hereby requests cancellation of the same under the provisions of 15 U.S.C. §1064.

2. To the best of petitioner's knowledge, the name and address of the current owner of the registration is James Sanders and Jeffery Olian, c/o TradeMarketPlace, LLC, 1829 N Wilmot, Chicago, IL 60647.

3. As grounds for cancellation, petitioner states that U.S.A. Dawgs, Inc. is, and has for many years been, involved in the development, marketing and sale of a variety of footwear and other products. Respondent's alleged trademark was not in use in commerce at or prior to the date of claimed in the Respondent's application, and further, Respondent knowingly and with intent to deceive, falsely claimed that mark GDOGGS was in use in commerce. Additionally, Respondent knowingly and willfully, with intent to deceive, presented a false specimen to support its application and thereby the Respondent engaged in fraud on the Patent and Trademark Office. Included in the registration are images, misappropriated from Petitioner, that have been altered to show mock-ups of goods that do not exist and materially misrepresent the source of the goods. Petitioner believes that it will be damaged by the continued registration of the GDOGGS mark and hereby petitions to cancel the same. As support for cancellation, petitioner further states:

James Sanders and Jeffery Olian

4. The named applicant for the mark GDOGGS is James Sanders. Jeffery Olian is listed as the Attorney of Record on the application and both Jeffery Olian (as Attorney) and James Sanders (as Applicant) signed the initial application as well as the subsequent statement of use.

5. Jeffery Olian is not only a licensed attorney, but he is an attorney with a significant concentration in trademarks and intellectual property. Olian operates a business known as TradeMarketPlace, LLC, which according to its website, purports to provide legal services and assistance with intellectual property portfolios. See Exhibit 1 attached hereto. Specifically, Olian's company, Trademarkplace, LLC "handles all preliminary reviews of

existing trademark registrations and provides advice to address any issues that may arise. TMP coordinates all filing with the US Patent and Trademark Office (USPTO) and responds to any questions or issues that may arise.”

6. Additionally, on the trademarkplace.com website, Olian is described as, “a recognized expert in IP licensing and has made presentations to the American Intellectual Property Law Association, the Licensing Executives Society and the Intellectual Property Owners Association.” See Exhibit 2 attached.

7. However, Olian is not merely the Attorney of Record for James Sanders. Rather, Sanders and Olian are partners in their joint effort to commercialize the alleged mark GDOGGS. Olian’s company TradeMarketPlace, LLC purports to be a licensor of the GDOGGS mark, see Exhibit 3, attached hereto.

8. Sanders and Olian are joint plaintiffs in a lawsuit against U.S.A. Dawgs in which they jointly assert the right to the ideas and concepts of GDOGGS, see Exhibit 4 attached hereto.

9. In their Complaint, Sanders and Olian characterize themselves as “partners” (see Complaint paragraph 3, “Sanders and Olian worked collectively as and are referred to herein as GDOGGS,” Complaint paragraph 8 “...Sanders began discussing a shoe design that he and his partner, Olian were interested in getting to the market.”)

The ‘GDOGGS’ mark

10. The application, a copy of which is annexed hereto as Exhibit 5, was filed as an intent to use application under Section 1(b) as of May 19, 2008, for registration of the alleged mark GDOGGS for the category of “footwear and apparel, namely, boots, shoes, sandals, socks, shorts, pants, shirts, jerseys, jackets, coats, sweaters, hats, visors, caps, pullovers, swimwear,

jump suits, T-shirts, sweatshirts, sweatpants, tights, skirts, dresses, and warm-up suits.”

11. The Respondent requested an extension of time to file proof of use of the alleged mark in commerce on or about June 26, 2009, attached hereto as Exhibit 6. Examiner granted the extension allowing Respondent until January, 2010, to file its statement of use or abandon its application.

12. On or about November 20, 2009, Respondent filed its statement of use, attached hereto as Exhibit 7, claiming fist use in commerce as September 1, 2009.

13. In support of its statement of use, Respondent submitted the front cover of document entitled “GDOGGS Brand Definition and Design Portfolio.” Respondent received an Office Action dated February 10, 2010, attached hereto as Exhibit 8, refusing the registration because the specimen submitted “does not show the applied-for mark used in connection with any of the goods specified in the statement of use.”

14. On or about July 15, 2010, Respondent submitted a new specimen and response to Office Action, attached hereto as Exhibit 9. The substitute specimen was described as “Select pages from GDOGGS Brand Definition and Design Portfolio showing the mark used in connection women's, men's and children's apparel and accessories.” In connection with this filing Respondent declared that the “mark was in use in commerce on or in connection with the goods and/or services listed in the application as of the application filing date or as of the date of any submitted allegation of use.”

15. The application was passed to publication and the registration, supported by the statement of use and specimen submitted, subsequently issued on August 31, 2010.

The Statement of Use and Specimen are Fraudulent

16. The registration, as filed, was supported by a fraudulent specimen containing various images of the alleged mark as applied to various products that the Respondent knew at the time the statement of use was submitted that were not, and have never been, in use in commerce.

17. Respondent filed this fraudulent statement of use in order to avoid the abandonment of its application, swearing under oath that the mark GDOGGS was actually used in commerce with respect to each of the products listed in the description of goods as of September 1, 2009.

18. Respondent attested, with respect to the use of the mark in commerce, “[t]he mark is in use in commerce on or in connection with all goods or services listed in the application or Notice of Allowance or as subsequently modified for this specific class.”

19. As support for its statement of use, Respondent submitted a specimen consisting of a multi-page “GDOGGS Brand Definition and Design Portfolio” purporting to show the mark, as the mark is actually used in commerce (the “Specimen”). With respect to the Specimen, Respondent swore under oath that, Specimen “show[s] use of the trademark on all goods included in current listing of good[sic] and services.”

20. Respondent’s specimen is required to show the bona fide use of the mark in the ordinary course of trade as used on or in connection with footwear and apparel, namely, boots, shoes, sandals, socks, shorts, pants, shirts, jerseys, jackets, coats, sweaters, hats, visors, caps, pullovers, swimwear, jump suits, T-shirts, sweatshirts, sweatpants, tights, skirts, dresses, and warm-up suits.

21. The Specimen, however, does not show the bona fide use of the mark in commerce. The Specimen is a mock-up of product ideas that Respondent does not own or control

and shows nothing more than artist renditions of the purported GDOGGS mark superimposed on photographs of potential products.

22. The Specimen does not contain a single representation of any actual product that was sold, or offered for sale, or otherwise used in commerce, at the time Respondent knowingly submitted the fraudulent statement of use.

Improper and unauthorized use of DAWGS footwear

23. Page 15 of the Specimen, separately attached hereto as Exhibit 10, captioned “Shoes and Sandals,” contains two images and one drawing. While there is no question that the drawing of a shoe sole at the bottom of Page 15 is not a specimen of the mark used in commerce, the other two images on the page are no more than manipulated photographs of two products proprietary to Petitioner, USA Dawgs.

Figure 1 - As shown on Page 15 of Specimen



24. Specifically, the images that appear on Page 15 of the Specimen in Figure 1 shown above, feature the Dawgs *Men's Spirit*TM shoe, and the Dawgs Destination Slide featuring Firestone DestinationTM A/T tread design outsoles, as shown in Figure 2, below.

Figure 2 - Dawgs Men's Spirit and Dawgs Destination Slide



25. Each of the images used on Page 15 of the Specimen, merely shows an artist's rendition of Respondents' GDOGGS mark superimposed over Petitioner's existing product pictures. The images used in the Specimen are not examples of the GDOGGS mark used in commerce, but are fabrications that Respondent willfully and purposefully manipulated to create the appearance of the GDOGGS mark "in use" with respect to the products shown.

26. Further, Respondent misappropriated these images from Petitioner's Spring/Summer – 2009 Catalog, as depicted in Figure 2 above, without Petitioner's knowledge

or consent.

27. With respect to the goods depicted on Page 15 of the Specimen, each of the underlying products shown is owned and controlled exclusively by Petitioner.

28. No product bearing the GDOGGS mark was ever produced by Petitioner, or by any other party with Petitioners license or authorization, for use in commerce.

29. Products bearing the GDOGGS logo, such as those depicted on Page 15 of the Specimen, did not exist, and were not used in commerce, on September 1, 2009 as claimed in the statement of use and do not exist today.

30. The use of Petitioner's product images without Petitioner's authorization misrepresents the source of the goods depicted and has caused, and continues to cause, Petitioner irreparable harm and damage.

The remaining images in the Specimen

31. On information and belief none of products on any of the other pages of the published Specimen have ever been produced, and were not, at the time of the trademark application, being used in commerce.

32. The alleged use of the GDOGGS mark as shown on pages 2 through 14 of the Specimen feature products by such well known brands as Wranglers, Oakley, Billabong and others. Like the fraudulent mock-ups depicting Petitioner's footwear, these other artist renditions purposefully obscure the original brand in order to display the GDOGGS logo and are deliberate fabrications of goods that did not exist in commerce at the time the statement of use was submitted, and do not exist today.

33. The mark GDOGGS was not being used in commerce with relation to any of the products alleged to be depicted in the Specimen. On information and belief, Respondent did not at the time of submitting its statement of use, have any licensing agreements with any of the products depicted in the specimen.

34. The Respondent willfully, and with intent to deceive, fraudulently submitted a statement of use claiming that the mark GDOGGS was in use, in commerce as early as September, 2009, when Respondent knew the statement to be false.

35. To support the application, Respondent submitted a fabricated Specimen of mocked-up artist renditions, rather than any actual depiction of the mark being used in commerce.

Specimen does not show all goods

36. Notwithstanding the fact that every one of the images in the Specimen are fabrications of purporting to show the GDOGGS mark on goods that do not exist and never have existed, the Specimen does not cover all of the claimed goods in the registration.

37. The Specimen does not depict any image, fabricated or not, of boots, socks, sweaters, visors, tights or skirts as claimed in the registration.

Purposeful Intention to Deceive

38. Respondent's specimen submitted to support its statement of use is a completely contrived "portfolio" that merely displays mock-ups and does not show the mark as it is actually used in commerce or contain a single valid photograph of any label, tag, or container for the goods, or a display associated with goods using the mark.

39. Olian is a sophisticated trademark attorney who knew that artist renditions of non-existent products is not a valid 'use in commerce.'

40. Olian and Sanders both knew that their claimed date of first use in commerce with respect to the goods in the registration was a complete fabrication.

41. The plan to submit a falsehood and deceive the Patent and Trademark Office was suggested by Olian and agreed between Olian and Sanders, as partners. On July 16, 2009, in an email sent from "Jeff Olian" to "jamesbarron@earthlink.net" (James Sanders), Olian tells

Sanders:

Also wanted to let you know I got notice from the USPTO that the request for an extension of time to file the Statement of Use on the GDOGGS registration was granted. We could probably move forward with it now (using the Portfolio and the transmission to the DAWGS guys) but no real urgency. Attached hereto as **Exhibit 11**.

42. Olian and Sanders knew in July 2009 that none of the products were actually produced and none of these products were being sold, or offered for sale, or otherwise used in commerce. Further, “the transmission” refers to Olian sending the artist renditions to USA Dawgs, Inc. and not a transmission of any actual product.

43. Olian and Sanders knew that their relationship with USA Dawgs had already deteriorated by August, 2009, and Olian and Sanders knew that USA Dawgs had not made or used the GDOGGS mark in commerce and that USA Dawgs had no plans to ever do so.

44. By November 2009, when Olian and Sanders submitted their statement of use, they were already threatening litigation against USA Dawgs **principally because** USA Dawgs refused to produce products for Olian and Sanders bearing the GDOGGS logo.

45. On April 20, 2010, more than seven months submitting their fabricated statement of use, Sanders and Olian, filed a lawsuit against USA DAWGS, alleging in their Complaint that they “have not been able to put [the] GDOGGS shoe design out into the market.” See Exhibit 5, paragraph 45.

46. Because the Respondent claimed in legal proceedings that as of April, 2010, it had not put its GDOGGS brand in the market, there could be no honest misunderstanding of whether or not goods using the mark GDOGGS existed or were “in commerce” on September 1, 2009.

47. Olian and Sanders knew at the time they submitted their false and intentionally deceptive statement of use that the GDOGGS mark was not in fact in use in commerce and that no actual product existed bearing the GDOGGS mark.

48. Respondent had no reasonable basis to support a claim that the mark was used in

commerce as early as September, 2009, and the submission of a false statement of use and false specimen was a deliberate effort to obtain a registration to which Respondent knew it was not entitled.

49. For the foregoing and other reasons, Petitioner alleges that Respondents statements were willful and intentional and made with the purpose to deceive the Patent and Trademark Office to obtain a registration that otherwise would not have issued.

50. Petitioner accordingly alleges that the application and prosecution that resulting in Registration No. 3,842,092 constituted a fraud on the U.S. Patent and Trademark Office.

51. For the foregoing and other reasons, Petitioner states that Respondent has never used the mark GDOGGS in commerce and has abandoned Registration No. 3,842,092.

52. Respondent's registration claims exclusive right to use the mark GDOGGS on the goods as depicted in the specimen, which includes Petitioners products, for which Respondents have no right or interest. The continuation of this registration causes confusion as to the source of the goods depicted.

53. Accordingly, if Registration No. 3,842,092 is not cancelled, Petitioner will continue to suffer irreparable harm and damage.

WHEREFORE, Petitioner prays that United States Registration No. 3,842,092 be cancelled.

Dated: September 6, 2012.

Respectfully Submitted,

/s/ Brian J. Elliott

BRIAN J. ELLIOTT
Nevada Bar No. 11115
4120 W. Windmill Lane
Suite 106
Las Vegas, Nevada 89139
(702) 260-1060
(702) 260-1606 Fax
brian.elliott@usadawgs.com

Attorney for Petitioner

Exhibit 1

TradeMarketPlace, LLC

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Intellectual Property Licensing Services

TMP provides its licensing expertise to its clients through comprehensive licensing program management including:

- Strategic planning and licensing program development, management, and execution. This includes developing a written strategic plan of action identifying the goals, objectives, strategies, and the overall direction and operating parameters for the licensing program;
- Sales efforts to secure license relationships including identification of prospective licensees, negotiation with potential licensees and presentation of licensing opportunities to the client for approval;
- Assistance in managing the intellectual property portfolio and coordinating with the client the internal review and approval process;
- Legal services related to the licensing program, including development of standard form license agreements, and negotiation and drafting of license agreements with the client;
- Collection of royalty payments due from licensees, confirming the accuracy of royalty reporting, and (as appropriate) recommendations for an royalty payment auditing program; and
- Management of the on-going relationships between the client and its licensees to maximize the success of the license business.

Our clients have included inventors, artists, entertainment properties, major corporations, food manufacturers and apparel designers. Our licensing sales experience includes working across a wide variety of industries and product types including:

Apparel
Automotive
Giftware
Publishing and Social Expressions
Toys and Games
Consumer Electronics
Office Equipment
Food Products and Accessories
Hardware and Tools
Furniture and Home Accessories
Sporting Goods

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Brand Management

TradeMarketPlace assists clients with the development and management of their brands from initial ideation sessions, through trademark and domain name clearance to final graphic design. The process is focused on development of a brand that fully supports the product's position in the marketplace.

Whether the brand being developed is associated with products or services, it is important to confirm that all trademarks and required domain names are available prior to making even the initial investment in the new brand. TMP handles all preliminary reviews of existing trademark registrations and provides advice to address any issues that may arise. TMP coordinates all filing with the US Patent and Trademark Office (USPTO) and responds to any questions or issues that may arise.

Through the application of a strategic licensing program, brand owners can also expand their intellectual property rights and add additional protections for their brand as one part of the overall brand management strategy. Broader trademark protections will accrue to the licensor as a result of licensees' use of the brand in new product categories.

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Exhibit 2

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TMP is led by Jeff Olian who provides TMP's clients with more than 15 years legal and business experience in licensing and marketing. Prior to starting TMP, Jeff served as General Counsel and Executive Vice President for Equity Management, a leading marketing services and brand licensing firm. In addition to his legal role where he negotiated representation and license agreements, Jeff was also active in brand extension sales, new business development and acted as the client relationship manager for several of the firm's leading clients.

Jeff has an undergraduate business/accounting degree from Duke University and earned both his JD and MBA from Northwestern University. Jeff is a recognized expert in IP licensing and has made presentations to the American Intellectual Property Law Association, the Licensing Executives Society and the Intellectual Property Owners Association.

TMP operates as a "virtual firm" adding human resources as required by each assignment we undertake. Drawing on our network of licensing, marketing, sales and legal professionals, TMP custom builds the team necessary to achieve optimal results for our clients.

If you wish to contact us by e-mail, phone, fax or letter:

TradeMarketPlace, LLC
1829 N Wilmot
Chicago, IL 60647

Call: 312-772-2659

Fax: 215-261-1331

Email: info@trademarketplace.com

or simply complete the information below and we will get back to you at the earliest opportunity.

First Name: *

Last Name: *

Exhibit 3

TradeMarketPlace, LLC

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GDOGGS®

GDOGGS is positioned as an alternative to “surf” and “urban” brands while utilizing the strengths of both.

The result – a brand that is edgy and contemporary while maintaining a casual and fun attitude that will appeal to consumers of all ages across all demographic groups.

GDOGGS is seeking a manufacturing and/or retailing partner that offers a broad line of products appropriate for the brand and shares our vision for the GDOGGS brand.

With an exclusive worldwide license for use of the GDOGGS brand across all apparel, footwear and accessories categories, a licensee will control a brand that can establish, expand and solidify the licensee’s position within the marketplace. The GDOGGS team will assist the licensee with the development of innovative marketing materials and concepts that will capture, translate and effectively communicate the magic of GDOGGS.





PRODUCT CONCEPTS



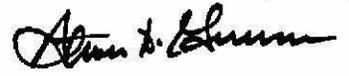
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Market research has demonstrated the power of the GDOGGS brand and its unique ability to stretch across multiple product categories, price points and demographic groups. Sub-brands (with modified logo designs) have also been developed to facilitate line extensions to reach all potential customers.

- BABYDOGGS™ – newborns and infants
- PUPPYDOGGS™ – toddlers and young children
- CITYDOGGS™ – an urban twist to the brand
- ISLANDDOGGS™ – beachwear, swimwear, sunglasses
- SPORTSDOGGS™ – athletic apparel and equipment

Exhibit 4


CLERK OF THE COURT

1 Todd L. Bice, Esq., Bar No. 4534
2 tbice@bhfs.com
3 Debra L. Spinelli, Esq., Bar No. 9695
4 dspinelli@bhfs.com
5 BROWNSTEIN HYATT FARBER SCHRECK, LLP
6 100 City Parkway, Suite 1600
7 Las Vegas, Nevada 89106
8 Telephone: (702) 382-2101
9 Facsimile: (702) 382-8135

10 Attorneys for Plaintiffs James Sanders
11 and Jeffrey Olian

12 **DISTRICT COURT**
13 **CLARK COUNTY, NEVADA**

14 JAMES SANDERS, an individual, JEFFREY
15 OLIAN, an individual,

16 Plaintiffs,

17 v.

18 U.S.A. DAWGS, INC., a Nevada corporation,
19 and BARRIE MANN. in his official and
20 individual capacity,

21 Defendants.

Case No. A-10-614785-B
Dept. No. XXV

**COMPLAINT FOR COMPENSATORY
AND PUNITIVE DAMAGES**

22 For their Complaint, Plaintiffs James Sanders and Jeffrey Olian (collectively
23 "Plaintiffs") allege as follows:

24 **PARTIES**

25 1. James Sanders ("Sanders") is and was at all times relevant hereto an individual
26 residing in the State of California.

27 2. Jeffrey Olian ("Olian") is and was at all times relevant hereto an individual
28 residing in the State of Illinois.

3. Sanders and Olian worked collectively as and are referred to herein as
GDOGGS.

4. Plaintiffs are informed and believe, and thereon allege, that Defendant U.S.A.
DAWGS, Inc. ("DAWGS") is and was at all times relevant hereto a corporation organized under
the laws of the State of Nevada, and doing business in the State of Nevada.

BROWNSTEIN HYATT FARBER SCHRECK, LLP
100 City Parkway, Suite 1600
Las Vegas, Nevada 89106-4614
(702) 382-2101

1 10. On or about February 13, 2009, Sanders and "Barrie Mann – DAWGS" entered
2 into a Confidentiality and Non-Disclosure Agreement ("Non-Disclosure Agreement") to protect
3 Plaintiffs' confidential and proprietary information that concerns "an inexpensive, fashion forward
4 multi-purpose/multi functional unisex sport shoe made from a soft non-marking, non-bacterial
5 rubber compound (the 'Business')."

6 11. In the Non-Disclosure Agreement, Mann and DAWGS:

7 (a) acknowledged that Plaintiffs were providing certain Proprietary
8 Information to Mann and DAWGS "for the sole purpose of determining whether to engage [Mann
9 and DAWGS] to perform certain services for [Plaintiffs]";

10 (b) "acknowledge[d] that [Plaintiffs] would not otherwise disclose the
11 Proprietary Information without having [Mann and DAWGS] sign this Confidentiality and Non-
12 Disclosure Agreement."

13 (c) agreed that "[a]ny information or communications disclosed orally, visually
14 or by demonstration . . . shall be treated as Proprietary Information hereunder unless otherwise
15 agreed in writing" by Plaintiffs; and

16 (d) "acknowledge[d] that the Proprietary Information provided to it by or on
17 behalf of Owner [Plaintiffs] constitutes confidential or proprietary information of [Plaintiffs] as it
18 relates to the Business."

19 12. Mann and DAWGS represented, warranted, and covenanted that their "officers,
20 employees, agents and all other persons who obtain access by any means to any information
21 disclosed provided or communicated pursuant to this Agreement will keep such information
22 secret and will use information only as necessary for the purposes contemplated by this
23 Agreement."

24 13. And, Mann and DAWGS agreed "not to manufacture, sell, deal in or otherwise use
25 or appropriate the disclosed Proprietary Information in any way whatsoever, including but not
26 limited to adaptation, imitation, redesign, or modification."

27 14. Finally, the Non-Disclosure Agreement provided that "[i]n the event that [Mann
28 and DAWGS] decides not to proceed with the proposed business relationship or if requested by

1 [Plaintiffs], [Mann and DAWGS] shall immediately cease all use of the Proprietary Information
2 and return all Proprietary Information and all copies thereof to [Plaintiffs]."

3 15. After Mann and DAWGS executed the Non-Disclosure Agreement, Plaintiffs
4 provided Mann and DAWGS its one and only sample pair of the GDOGGS shoe design. Mann
5 and DAWGS were aware that the sample was the only one that Plaintiffs possessed.

6 16. Thus, the parties added a handwritten provision to the
7 Non-Disclosure Agreement, expressly providing that the shoe sample "would be returned to
8 [Plaintiffs] after development costs are determined." Both Sanders and Mann initialed and agreed
9 to the handwritten additions.

10 **Defendants Employ the Carrot and the Stick Approach to Prevent the GDOGGS design**
11 **from Competing in the Market**

12 17. On February 16, 2009, right after signing the Non-Disclosure Agreement, Mann
13 thanked Sanders in an e-mail for "the opportunity to take your shoe to the market."

14 18. At that same time, Mann represented that other DAWGS employees were traveling
15 to China to research the costs and processes to manufacture GDOGGS' shoe, and said that they
16 should have information the very next week.

17 19. In mid-May 2009, DAWGS represented that it had created a wooden mold of the
18 GDOGGS' sample shoe. Although the mold needed some work, the process Mann and Sanders
19 had discussed in February was "moving forward."

20 20. The conversations among Mann, Sanders, and Olian continued in May and June
21 in Las Vegas, Nevada. The parties discussed the mold, and the design of the shoe.

22 21. In late June 2009, Mann represented that DAWGS designers were incorporating a
23 thicker rubber base into the GDOGGS shoe design, and that the mold process would begin soon
24 thereafter.

25 22. At about the same time, Mann asked GDOGGS for a more formal business
26 proposal outlining how GDOGGS and DAWGS could work together to manufacture and produce
27 GDOGGS shoe design. Sanders and Olian prepared the requested proposal.
28

1 23. In early July, Mann advised Sanders that he was trying to get a consensus from
2 DAWGS' management on GDOGGS' business proposal, stating that Plaintiffs' proposed
3 production pace was perhaps faster than he and DAWGS had previously anticipated. Although
4 Mann did suggest that DAWGS "may have to back out and give you the opportunity to source
5 production elsewhere", Mann represented a that a "more formal response" would come the
6 following week.

7 24. Plaintiffs continued to work on and expand the GDOGGS' design concept and
8 shared that information with Mann and DAWGS. For example, in or around mid July, Plaintiffs
9 sent to Mann and his brother and DAWGS President, Steve Mann, additional shoe designs that
10 expanded the original GDOGGS design and added new elements, including a multi-color shoe.

11 25. Plaintiffs recognized that Plaintiffs looked to DAWGS to determine whether the
12 additional designs were possible. This was, indeed, the very intent behind working with DAWGS
13 and providing DAWGS its proprietary information under the Non-Disclosure Agreement.

14 26. Mann acknowledged receipt of the new designs, acknowledged that the new design
15 elements presented a new look, and stated that he was not sure that the multi-color design would
16 be "doable". But, Mann also said that he was meeting with one of DAWGS employees from
17 China later that day who he would ask.

18 27. The relationship between Plaintiffs, Mann, and DAWGS as contemplated in and
19 by the Non-Disclosure Agreement remained in place.

20 28. So, Plaintiffs continued to push forward with the GDOGGS shoe design, putting
21 together a design portfolio and marketing materials for a GDOGGS overall concept (including
22 apparel), and sending same to marketing teams at various stores (e.g., Target). Olian sent all of
23 these materials to both Barrie Mann and Steven Mann in advance of the WSA July/August 2009
24 show.

25 29. The WSA show was held in Las Vegas on or about July 31 to August 2, 2009.

26 30. During the WSA show, on July 31, 2009, Mann and Olian met and discussed the
27 status and future of the GDOGGS shoe design. Mann reiterated and assured Olian of DAWGS'
28 continued interest in the GDOGGS' shoe design. But Mann expressed DAWGS' concern over the

1 costs and resources it would take for DAWGS to launch an entire new GDOGGS brand/shoe
2 under its own DAWGS label.

3 31. To alleviate the resource concerns, Olian proposed that DAWGS incorporate the
4 GDOGGS' shoe design into DAWGS current shoe line without identifying it as a separate brand
5 (i.e., without identifying it as GDOGGS). Plaintiffs provided Mann and DAWGS with a mock
6 up of the GDOGGS' shoe design with the DAWGS logo applied to on the bottom of the shoe sole
7 and on the sole itself.

8 32. Olian and Mann discussed options related to GDOGGS and DAWGS sharing the
9 responsibility of producing, marketing, and launching the GDOGGS shoe design. Olian
10 proposed, and Mann preliminarily agreed, that DAWGS and GDOGGS would divide the
11 responsibilities as follows: (1) DAWGS would provide manufacturing and sales support while
12 (2) GDOGGS would take the lead on marketing the shoe and developing the new shoe design
13 under the DAWGS' label.

14 33. On behalf of DAWGS, Mann stated that DAWGS would: (1) provide GDOGGS
15 with a timeline outlining expected dates for development and production of prototype samples to
16 test the market's reception of the design; (2) determine pricing for the shoe design both with and
17 without the thicker sole; and (3) determine whether the multi-color designs GDOGGS developed
18 can be produced and, if they can, at what cost.

19 34. One month later, Mann advised Sanders that despite the "agreement at the WSA on
20 going forward with the GDOGGS prototype", GDAWGS "just can't commit to giving [Sanders]
21 and [Olian] the attention required to make a proper go of the GDOGGS design."

22 35. On August 27, 2009, Mann told Plaintiffs that he and DAWGS would "step aside
23 and allow you to pursue other avenues of production."

24 36. Mann unequivocally stated that "I have the wooden mould [sic] we produced as
25 well as the original shoe provided by Jim. I will return these to the address you provide."

26 37. Plaintiffs provided an address, but then only a few days later, Mann asked Sanders
27 to "[j]ust leave it with me for a few days and I'll see if I can get movement." Mann and Sanders
28 again discussed test marketing the GDOGGS' shoe design to determine interest in the product,

1 and Mann represented that he would pitch that idea to others in DAWGS' executive management
2 team.

3 38. Based upon Mann's representations and requests, Plaintiffs again waited. Sanders'
4 continued to follow up with Mann and, every few emails, Mann would respond with an assurance
5 that he is unsure what DAWGS is willing to do because it is concerned with its own new shoe
6 lines. In the very same communications, however, Mann continued to reiterate that he is working
7 with DAWGS to determine if the venture is possible.

8 39. In mid-October 2009, Plaintiffs tell Mann that someone is interested in GDOGGS,
9 and if the deal could be made, it would be very profitable for GDOGGS and DAWGS. To
10 negotiate the deal, Plaintiffs needed the information Mann and DAWGS had promised months
11 before: the shoe prototype and the cost to manufacture the GDOGGS shoe design. In response,
12 Mann told Sanders that he was in Hong Kong and would try to confirm prices for GDOGGS' shoe
13 design himself.

14 40. Despite Sanders' several efforts to follow up with Mann, it wasn't until a month
15 later that Mann told Plaintiffs that DAWGS concern for its own new shoe lines made it so
16 DAWGS did not want to pursue a business relationship with GDOGGS or work with Plaintiffs to
17 manufacture, develop, market, or sell Plaintiffs' shoe design. And, it was only on this date – after
18 10 months of working together – did Mann offered his "best guess" that the shoe would cost \$4-5
19 to manufacture, qualifying that it was "really just a guess." In spite of repeated statements that
20 DAWGS employees were researching costs from manufacturers in China it was clear that no such
21 work had actually been done.

22 **DAWGS Ignores Repeated Demands to Return the Sample and Mold**

23 41. On November 23, 2009, Olian emailed Mann seeking return of the sample shoe
24 and mold. Neither Mann nor DAWGS responded.

25 42. Approximately one month later, Sanders followed up on Olian's email to Mann,
26 and again reiterated Plaintiffs' demand that Mann and DAWGS return the sample shoe and mold
27 to Plaintiffs. Once again, Mann and DAWGS failed to respond.
28

1 43. Finally, on February 19, 2010, Olian put to writing yet another demand that Mann
2 and DAWGS return the original shoe and the mold to Plaintiffs. Mann and DAWGS still have
3 refused to do so.

4 44. Although Plaintiffs did not realize it at the time, the reasons for Defendants' refusal
5 to return the items and leading Plaintiffs down the path of promised cooperation are now
6 apparent. The DAWGS' re-designed Spirit shoe design launched for 2010 is different than the
7 Spirit line's earlier iterations. DAWGS introduced its new Spirit Golf line of shoes. In fact, the
8 2010 Spirit and Spirit Golf lines incorporate many of the designs and concepts provided to
9 DAWGS and Mann under the Non-Disclosure Agreement. These include, but are not limited to,
10 the following:

11 (a) placement of the DAWGS' name on the edge of the velcro strap of the
12 Spirit shoe;

13 (b) placement of the DAWGS' logo on the bottom of the sole of the Sprit shoe
14 line (as suggested by Plaintiffs when discussing incorporating the GDOGGS design into and
15 under DAWGS brand);

16 (c) the implementation of the single shoe, multi-color design concept (that
17 Mann questioned was even "doable" when he saw Plaintiffs' design);

18 (d) cooling ventilation holes (a central design concept of the GDOGGS shoe
19 design, and never a part of the Spirit line or any other DAWGS shoe prior to DAWGS/Mann's
20 receiving the GDOGGS' design under the Non-Disclosure Agreement); and

21 (e) more fashion style and design.

22 45. Plaintiffs have not been able to put its GDOGGS shoe design out into the market
23 due to the lack of the mold and original shoes retained by DAWGS. After months of working
24 with DAWGS and Mann, and sharing the GDOGGS designs and marketing ideas with DAWGS
25 and Mann, DAWGS declined to go forward and refused – despite numerous requests and then
26 demands – to return the shoe and the mold that Mann clearly stated he had in his possession.
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1 Disclosure Agreement expressly provides that a party forced to institute an action or proceeding at
2 law to enforce the agreement shall, if successful, be entitled to recover its attorneys' fees and
3 costs, Plaintiffs seek to recover same against DAWGS.

4 **SECOND CAUSE OF ACTION**

5 **(Contractual Breach of the Implied Covenant of Good Faith and Fair Dealing)**

6 **(against DAWGS)**

7 54. Plaintiffs repeat and reallege the allegations set forth in Paragraphs 1 through 53
8 above as though fully set forth herein.

9 55. Implied in the Non-Disclosure Agreement between the parties was the obligation
10 of good faith and fair dealing.

11 56. DAWGS breached the implied covenant of good faith and fair dealing by, among
12 other things, representing that they were operating under the terms contemplated and expressed in
13 the Non-Disclosure Agreement but all the while using the Proprietary Information to incorporate
14 aspects of the GDOGGS design to its own redesigned Spirit and Spirit Golf shoe lines, and by
15 refusing to return the Proprietary Information to Plaintiffs despite their knowledge that the shoe
16 sample provided by Sanders to DAWGS in February 2009 was the only prototype that Plaintiffs'
17 possessed and with full understanding of the catastrophic impact such failure would have on
18 GDOGGS' marketing efforts.

19 57. Plaintiffs' reasonable and specific expectations under the Non-Disclosure
20 Agreement with DAWGS were thus denied.

21 58. As a direct and proximate result of the acts and omissions of DAWGS, Plaintiffs
22 have suffered and will continue to suffer direct, incidental, and consequential damages in an
23 amount to be proven at trial, but in any event in excess of \$10,000, plus prejudgment interest.

24 59. As a result of the acts and omissions of DAWGS, Plaintiffs have been compelled
25 to hire the services of an attorney for the protection of their interests. Inasmuch as the Non-
26 Disclosure Agreement expressly provides that a party forced to institute an action or proceeding at
27 law to enforce the agreement shall, if successful, be entitled to recover its attorneys' fees and
28 costs, Plaintiffs seek to recover same against DAWGS.

BROWNSTEIN HAYATT FARBET SCHRIECK, LLP
100 City Parkway, Suite 1600
Las Vegas, Nevada 89106-4614
(702) 382-2101

THIRD CAUSE OF ACTION

(Misappropriation of Trade Secrets – NRS 600A.010-100)

(against Mann and DAWGS)

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60. Plaintiffs repeat and reallege the allegations set forth in Paragraphs 1 through 59 above as though fully set forth herein.

61. Plaintiffs had valuable trade secrets in the form of the GDOGGS shoe design, concepts, elements, business proposals, and marketing materials geared toward launching an inexpensive, fashion forward multi-purpose/multi functional unisex sport shoe made from a soft non-marking, non-bacterial rubber compound.

62. Defendants Mann and DAWGS misappropriated Plaintiffs' valuable trade secrets through their use, disclosure, and/or nondisclosure of their use of the trade secret.

63. Defendants Mann and DAWGS' misappropriation was wrongful because it was made in breach of the Non-Disclosure Agreement entered into by and between DAWGS and Plaintiffs.

64. As a direct and proximate result of the acts and omissions of Mann and DAWGS, Plaintiffs have suffered and will continue to suffer direct, incidental, and consequential damages in an amount to be proven at trial, but in any event in excess of \$10,000, plus prejudgment interest.

65. Mann and DAWGS' misappropriation was willful, malicious, wanton, and/or reckless, and its conduct in disregard of Plaintiffs' ownership in their trade secrets. Therefore, pursuant to NRS 600A.050, and in addition to general damages, Plaintiffs are entitled to recover exemplary damages from Mann and DAWGS in an amount twice the amount of damages sought via the preceding Paragraph for the purpose of deterring them and others similarly situated from engaging in like conduct in the future.

66. As a result of Mann and DAWGS' conduct, including their willful and malicious misappropriation of Plaintiffs' trade secrets, Plaintiffs have been compelled to hire the services of an attorney for the protection of their interests, and pursuant to NRS 600A.060 is entitled to recover its attorneys' fees from Mann and DAWGS.

BROWNSTEIN HYATT FARBEN SCHRECK, LLP
100 City Parkway, Suite 1600
Las Vegas, Nevada 89106-4614
(702) 382-2101

FOURTH CAUSE OF ACTION

(Unfair Competition)

(against Mann and DAWGS)

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4 67. Plaintiffs repeat and reallege the allegations set forth in Paragraphs 1 through 66
5 above as though fully set forth herein.

6 68. Mann and DAWGS recognized that GDOGGS was a potential business competitor
7 in that GDOGGS intends to market shoes within segments of the shoe retail market also marketed
8 to by DAWGS.

9 69. Mann and DAWGS appropriated Plaintiffs' ideas and concepts, and applied them
10 to their products as their own concepts.

11 70. Mann and DAWGS acquired and/or retained the concepts and shoe mold by fraud,
12 coercion, and/or conduct prohibited by the Non-Disclosure Agreement discussed herein in order
13 to compete unfairly with GDOGGS and to prevent GDOGGS from introducing its product into
14 the market.

15 71. As a direct and proximate result of the acts and omissions of Mann and DAWGS,
16 Plaintiffs have suffered and will continue to suffer direct, incidental, and consequential damages
17 in an amount to be proven at trial, but in any event in excess of \$10,000, plus prejudgment
18 interest.

19 72. As a result of the acts and omissions of Mann and DAWGS, Plaintiffs have been
20 compelled to hire the services of an attorney for the protection of their interests.

FIFTH CAUSE OF ACTION

(Unjust Enrichment)

(against DAWGS)

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24 73. Plaintiffs repeat and reallege the allegations set forth in Paragraphs 1 through 72
25 above as though fully set forth herein.

26 74. Plaintiffs conferred a benefit on DAWGS by, among other things, using and
27 adapting various design concepts of the GDOGGS shoe design into the DAWGS Spirit and Spirit
28

BROWNSTEIN HYATT FARBER SCHRECK, LLP
100 City Parkway, Suite 1600
Las Vegas, Nevada 89106-4614
(702) 382-2101

1 Golf shoe lines, retaining Plaintiffs' shoe sample and mold, and delaying and/or preventing
2 Plaintiffs from launching its competitive shoe design into the same market.

3 75. Given the nature of these benefits, it would be inequitable to allow DAWGS to
4 accept and continue to benefit substantially from Plaintiffs' designs, ideas, and personal property.

5 76. DAWGS accepted and retained these benefits.

6 77. DAWGS has thus been unjustly enriched in an amount to be proven at trial, but in
7 any event in excess of \$10,000, plus prejudgment interest.

8 78. As a result of the acts and omissions of DAWGS, Plaintiffs have been compelled
9 to hire the services of an attorney for the protection of their interests.

10 **SIXTH CAUSE OF ACTION**

11 **(Conversion)**

12 **(against Mann and DAWGS)**

13 79. Plaintiffs repeat and reallege the allegations set forth in Paragraphs 1 through 78
14 above as though fully set forth herein.

15 80. By taking possession of the only sample/prototype that Plaintiffs had of the
16 GDOGGS show design and refusing to return it despite their obligations to return the mold and
17 prototype, Mann and DAWGS committed a distinct act of dominion wrongfully asserted over
18 Plaintiffs' property.

19 81. Mann and DAWGS' act of dominion was in denial or, and/or inconsistent with
20 Plaintiffs' title or rights to their property, and was in derogation, exclusion, and/or defiance of
21 Plaintiffs' title or rights to their property.

22 82. As a direct and proximate result of the acts and omissions of Mann and DAWGS,
23 Plaintiffs have suffered and will continue to suffer direct, incidental, and consequential damages
24 in an amount to be proven at trial, but in any event in excess of \$10,000, plus prejudgment
25 interest.

26 83. In committing the acts herein above alleged, Mann and DAWGS are guilty of
27 oppression, fraud, and/or malice toward Plaintiffs. Therefore, in addition to general damages,
28 Plaintiffs are entitled to recover punitive damages from Defendants Mann and DAWGS for the

1 purpose of deterring them and others similarly situated from engaging in like conduct in the
2 future.

3 84. As a result of the acts and omissions of Mann and DAWGS, Plaintiffs have been
4 compelled to hire the services of an attorney for the protection of their interests.

5 WHEREFORE, Plaintiffs pray for Judgment as follows:

6 1. On the First Cause of Action, for compensatory and special damages against
7 Defendant DAWGS in an amount to be determined at trial (including attorneys' fees and costs
8 expressly provided for in the contract);

9 2. On the Second Cause of Action, for compensatory and special damages against
10 Defendant DAWGS in an amount to be determined at trial (including attorneys' fees and costs
11 expressly provided for in the contract);

12 3. On the Third Cause of Action, for:

13 (a) compensatory and special damages against Defendants Mann and DAWGS
14 in an amount to be determined at trial;

15 (b) exemplary damages in an amount twice that of the compensatory and
16 special damages awarded for this cause of action; and

17 (c) its attorneys' fees permitted under NRS 600A.060;

18 4. On the Fourth Cause of Action, for compensatory and special damages against
19 Defendant DAWGS in an amount to be determined at trial;

20 5. On the Fifth Cause of Action, for compensatory and special damages against
21 Defendant DAWGS in an amount to be determined at trial;

22 6. On the Sixth Cause of Action, for:

23 (a) compensatory and special damages against Defendants Mann and
24 DAWGS in an amount to be determined at trial;

25 (b) punitive damages in an amount to be determined by the jury;

26 7. For an award of reasonable costs and attorneys' fees;

27 8. For prejudgment and post-judgment interest on the foregoing sums at the highest
28 rate permitted by law; and

Exhibit 5

Trademark/Service Mark Application, Principal Register

Serial Number: 77477636

Filing Date: 05/19/2008

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	77477636
MARK INFORMATION	
*MARK	GDOGGS
STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	GDOGGS
MARK STATEMENT	The mark consists of standard characters, without claim to any particular font, style, size, or color.
REGISTER	Principal
APPLICANT INFORMATION	
*OWNER OF MARK	Sanders, James B.
*STREET	6005 County Oak Road
*CITY	Woodland Hills
*STATE (Required for U.S. applicants)	California
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants only)	91367
PHONE	818-512-3067
EMAIL ADDRESS	jamesbaron@earthlink.net
LEGAL ENTITY INFORMATION	
TYPE	individual
COUNTRY OF CITIZENSHIP	United States
GOODS AND/OR SERVICES AND BASIS INFORMATION	

* INTERNATIONAL CLASS	025
* IDENTIFICATION	Footwear and apparel, namely, boots, shoes, sandals, socks, shorts, pants, shirts, jerseys, jackets, coats, sweaters, hats, visors, caps, pullovers, warm-up suits, swimwear, jump suits, T-shirts, sweatshirts, sweaters, sweatpants, tights, skirts, dresses, and warm-up suits
FILING BASIS	SECTION 1(b)
ADDITIONAL STATEMENTS SECTION	
DISCLAIMER	No claim is made to the exclusive right to use "DOG" apart from the mark as shown.
ATTORNEY INFORMATION	
NAME	Jeffrey H. Olian
STREET	1829 N. Wilmot
CITY	Chicago
STATE	Illinois
COUNTRY	United States
ZIP/POSTAL CODE	60647
PHONE	760-203-1133
FAX	215-261-1331
EMAIL ADDRESS	jeffolian@comcast.net
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
CORRESPONDENCE INFORMATION	
NAME	Jeffrey H. Olian
STREET	1829 N. Wilmot
CITY	Chicago
STATE	Illinois
COUNTRY	United States
ZIP/POSTAL CODE	60647
PHONE	760-203-1133
FAX	215-261-1331
EMAIL ADDRESS	jeffolian@comcast.net

AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
FEE INFORMATION	
NUMBER OF CLASSES	1
FEE PER CLASS	325
*TOTAL FEE DUE	325
*TOTAL FEE PAID	325
SIGNATURE INFORMATION	
SIGNATURE	/jeffreholian/
SIGNATORY'S NAME	Jeffrey H. Olian
SIGNATORY'S POSITION	Attorney of record
DATE SIGNED	05/19/2008

Trademark/Service Mark Application, Principal Register

Serial Number: 77477636

Filing Date: 05/19/2008

To the Commissioner for Trademarks:

MARK: GDOGGS (Standard Characters, see [mark](#))

The literal element of the mark consists of GDOGGS.

The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, James B. Sanders, a citizen of United States, having an address of

6005 County Oak Road

Woodland Hills, California 91367

United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended.

International Class 025: Footwear and apparel, namely, boots, shoes, sandals, socks, shorts, pants, shirts, jerseys, jackets, coats, sweaters, hats, visors, caps, pullovers, warm-up suits, swimwear, jump suits, T-shirts, sweatshirts, sweaters, sweatpants, tights, skirts, dresses, and warm-up suits
Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. (15 U.S.C. Section 1051(b)).

No claim is made to the exclusive right to use "DOG" apart from the mark as shown.

The applicant hereby appoints Jeffrey H. Olian

1829 N. Wilmot

Chicago, Illinois 60647

United States

to submit this application on behalf of the applicant.

Correspondence Information: Jeffrey H. Olian

1829 N. Wilmot

Chicago, Illinois 60647

760-203-1133(phone)

215-261-1331(fax)

jeffolian@comcast.net (authorized)

A fee payment in the amount of \$325 has been submitted with the application, representing payment for 1 class(es).

Declaration

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Signature: /jeffreyholian/ Date Signed: 05/19/2008
Signatory's Name: Jeffrey H. Olian
Signatory's Position: Attorney of record

RAM Sale Number: 5592
RAM Accounting Date: 05/19/2008

Serial Number: 77477636
Internet Transmission Date: Mon May 19 10:09:41 EDT 2008
TEAS Stamp: USPTO/BAS-67.176.233.163-200805191009410
86619-77477636-400b0607ad1e877821f1c9870
f08f75b82-CC-5592-20080519100636549092

GDOGGS

Exhibit 6

SOU Extension Request (15 U.S.C. Section 1051(d))

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	77477636
LAW OFFICE ASSIGNED	LAW OFFICE 103
MARK SECTION	
STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	GDOGGS
OWNER SECTION (no change)	
GOODS AND/OR SERVICES SECTION	
INTERNATIONAL CLASS	025
CURRENT IDENTIFICATION	Footwear and apparel, namely, boots, shoes, sandals, socks, shorts, pants, shirts, jerseys, jackets, coats, sweaters, hats, visors, caps, pullovers, swimwear, jump suits, T-shirts, sweatshirts, sweatpants, tights, skirts, dresses, and warm-up suits
GOODS OR SERVICES	KEEP ALL LISTED
EXTENSION SECTION	
EXTENSION NUMBER	1
ALLOWANCE MAIL DATE	01/13/2009
STATEMENT OF USE	NO
PAYMENT SECTION	
NUMBER OF CLASSES	1
SUBTOTAL AMOUNT	150
TOTAL AMOUNT	150
SIGNATURE SECTION	
SIGNATURE	/jeffrey.h.olian/

SIGNATORY'S NAME	Jeffrey H. Olian
SIGNATORY'S POSITION	Attorney of Record - Illinois Bar Member
DATE SIGNED	06/26/2009
FILING INFORMATION	
SUBMIT DATE	Fri Jun 26 13:28:30 EDT 2009
TEAS STAMP	USPTO/ESU-69.245.251.198- 20090626132830940665-7747 7636-44027bbc71e4a8e99e0e 3aab64d2514342-CC-8085-20 090626132312769038

SOU Extension Request
(15 U.S.C. Section 1051(d))

To the Commissioner for Trademarks:

Exhibit 7

Trademark/Service Mark Statement of Use (15 U.S.C. Section 1051(d))

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	77477636
LAW OFFICE ASSIGNED	LAW OFFICE 103
EXTENSION OF USE	NO
MARK SECTION	
STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	GDOGGS
OWNER SECTION (no change)	
GOODS AND/OR SERVICES SECTION	
INTERNATIONAL CLASS	025
CURRENT IDENTIFICATION	Footwear and apparel, namely, boots, shoes, sandals, socks, shorts, pants, shirts, jerseys, jackets, coats, sweaters, hats, visors, caps, pullovers, swimwear, jump suits, T-shirts, sweatshirts, sweatpants, tights, skirts, dresses, and warm-up suits
GOODS OR SERVICES	KEEP ALL LISTED
FIRST USE ANYWHERE DATE	09/01/2009
FIRST USE IN COMMERCE DATE	09/01/2009
SPECIMEN FILE NAME(S)	

ORIGINAL PDF FILE	SPN0-69245251198-110740472 . GDOGGS Brand Presentation cover page.pdf
CONVERTED PDF FILE(S) (1 page)	\\TICRS\EXPORT8\IMAGEOUT8\774\776\77477636\xml1\SOU0002.JPG
SPECIMEN DESCRIPTION	Cover page from presentation/catalog to prospective manufacturing and distribution partners distributed through US mail and at trade events. Materials show use of trademark on all goods included in current listing of good and services.
REQUEST TO DIVIDE	NO
PAYMENT SECTION	
NUMBER OF CLASSES IN USE	1
SUBTOTAL AMOUNT [ALLEGATION OF USE FEE]	100
TOTAL AMOUNT	100
SIGNATURE SECTION	
DECLARATION SIGNATURE	/Jeffrey H. Olian/
SIGNATORY'S NAME	Jeffrey H. Olian
SIGNATORY'S POSITION	Attorney of Record, Illinois Bar Member
DATE SIGNED	11/20/2009
FILING INFORMATION	
SUBMIT DATE	Fri Nov 20 11:18:35 EST 2009
TEAS STAMP	USPTO/SOU-69.245.251.198-20091120111835123799-77477636-460adbe6828b5fe63d8c199327c6fb15b5-CC-7848-20091120110740472766

**Trademark/Service Mark Statement of Use
(15 U.S.C. Section 1051(d))**

To the Commissioner for Trademarks:

MARK: GDOGGS

SERIAL NUMBER: 77477636

The applicant, Sanders, James B., having an address of
6005 County Oak Road
Woodland Hills, California 91367
United States

is submitting the following allegation of use information:

For International Class 025:

Current identification: Footwear and apparel, namely, boots, shoes, sandals, socks, shorts, pants, shirts, jerseys, jackets, coats, sweaters, hats, visors, caps, pullovers, swimwear, jump suits, T-shirts, sweatshirts, sweatpants, tights, skirts, dresses, and warm-up suits

The mark is in use in commerce on or in connection with all goods or services listed in the application or Notice of Allowance or as subsequently modified for this specific class

The mark was first used by the applicant, or the applicant's related company, licensee, or predecessor in interest at least as early as 09/01/2009, and first used in commerce at least as early as 09/01/2009, and is now in use in such commerce. The applicant is submitting one specimen for the class showing the mark as used in commerce on or in connection with any item in the class, consisting of a(n) Cover page from presentation/catalog to prospective manufacturing and distribution partners distributed through US mail and at trade events. Materials show use of trademark on all goods included in current listing of good and services..

Original PDF file:

[SPN0-69245251198-110740472 . GDOGGS Brand Presentation cover page.pdf](#)

Converted PDF file(s) (1 page)

[Specimen File1](#)

The applicant is not filing a Request to Divide with this Allegation of Use form.

A fee payment in the amount of \$100 will be submitted with the form, representing payment for the allegation of use for 1 class.

Declaration

Applicant requests registration of the above-identified trademark/service mark in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq., as amended). Applicant is the owner of the mark sought to be registered, and is using the mark in commerce on or in connection with the goods/services identified above, as evidenced by the attached specimen(s) showing the mark as used in commerce.

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements may jeopardize the validity of the form or any resulting registration, declares that he/she is properly authorized to execute this form on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the form is being filed under 15 U.S.C. Section 1126(d) or (e), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Signature: /Jeffrey H. Olian/ Date Signed: 11/20/2009
Signatory's Name: Jeffrey H. Olian
Signatory's Position: Attorney of Record, Illinois Bar Member

RAM Sale Number: 7848
RAM Accounting Date: 11/20/2009

Serial Number: 77477636
Internet Transmission Date: Fri Nov 20 11:18:35 EST 2009
TEAS Stamp: USPTO/SOU-69.245.251.198-200911201118351
23799-77477636-460adbe6828b5fe63d8c19932
7c6fb15b5-CC-7848-20091120110740472766



BRAND DEFINITION
&
DESIGN PORTFOLIO

FEE RECORD SHEET

Serial Number: 77477636



RAM Sale Number: 7848

Total Fees: \$100

RAM Accounting Date: 20091120

<u>Transaction</u>	<u>Fee Code</u>	<u>Transaction Date</u>	<u>Fee per Class</u>	<u>Number of Classes</u>	<u>Total Fee</u>
Statement of Use (SOU)	7003	20091120	\$100	1	\$100

Transaction Date: 20091120



Exhibit 8

To: Sanders, James B. (jeffolian@gmail.com)
Subject: U.S. TRADEMARK APPLICATION NO. 77477636 - GDOGGS - N/A
Sent: 2/10/2010 9:53:41 PM
Sent As: ECOM103@USPTO.GOV
Attachments:

UNITED STATES PATENT AND TRADEMARK OFFICE

SERIAL NO: 77/477636

MARK: GDOGGS

77477636

CORRESPONDENT ADDRESS:

Jeffrey H. Olian
1829 N. Wilmot
Chicago IL 60647

RESPOND TO THIS ACTION:

<http://www.uspto.gov/teas/eTEASpageD.htm>

GENERAL TRADEMARK INFORMATION:

<http://www.uspto.gov/main/trademarks.htm>

APPLICANT: Sanders, James B.

CORRESPONDENT'S REFERENCE/DOCKET

NO:

N/A

CORRESPONDENT E-MAIL ADDRESS:

jeffolian@gmail.com

OFFICE ACTION

TO AVOID ABANDONMENT, THE OFFICE MUST RECEIVE A PROPER RESPONSE TO THIS OFFICE ACTION WITHIN 6 MONTHS OF THE ISSUE/MAILING DATE.

ISSUE/MAILING DATE: 2/10/2010

This letter responds to Applicant's statement of use (SOU), filed on 11-20-09. The assigned examining attorney has reviewed Applicant's SOU and determined the following.

Specimens

The specimen is not acceptable because it does not show the applied-for mark used in connection with any of the goods specified in the statement of use. A statement of use must include a specimen showing the applied-for mark in use in commerce for each class of goods and/or services specified in the statement of use. Trademark Act Sections 1 and 45, 15 U.S.C. §§1051, 1127; 37 C.F.R. §§2.56(a), 2.88(b)(2); TMEP

§§904, 1109.09(b).

In this case, the specimen is a "brand definition and design portfolio" and does not show usage of the mark in association with the goods.

Therefore, applicant must submit the following:

- (1) A substitute specimen showing the mark in use in commerce for each class of goods; and
- (2) The following statement, verified with an affidavit or signed declaration under 37 C.F.R. §2.20: "**The substitute specimen was in use in commerce prior to the expiration of the deadline for filing the statement of use.**" 37 C.F.R. §2.59(b)(2); TMEP §904.05; *see* 37 C.F.R. §2.193(e)(1). If submitting a substitute specimen requires an amendment to the dates of use, applicant must also verify the amended dates. 37 C.F.R. §2.71(c); TMEP §904.05.

Examples of specimens for goods are tags, labels, instruction manuals, containers, photographs that show the mark on the actual goods or packaging, or displays associated with the actual goods at their point of sale. *See* TMEP §§904.03 *et seq.* Examples of specimens for services are signs, photographs, brochures, website printouts or advertisements that show the mark used in the actual sale or advertising of the services. *See* TMEP §§1301.04 *et seq.*

Pending receipt of a proper response, registration is refused because the specimen does not show the applied-for mark in use in commerce as a trademark and/or service mark for the identified goods and/or services. Trademark Act Sections 1 and 45, 15 U.S.C. §§1051, 1127; 37 C.F.R. §§2.56(a), 2.88(b)(2); TMEP §§904, 904.07(a).

Applicant may not withdraw the statement of use. 37 C.F.R. §2.88(g); TMEP §1109.17.

If the applicant has any questions or needs assistance in responding to this Office action, please email the assigned examining attorney or call the trademark helpline at 571-272-9250.

/tmm/
Theodore McBride Law Office 103
HELP LINE: 571-272-9250
theodore.mcbridel@uspto.gov
phone: 571-272-9281
fax: 571-273-9281

RESPOND TO THIS ACTION: Applicant should file a response to this Office action online using the form at <http://www.uspto.gov/teas/eTEASpageD.htm>, waiting 48-72 hours if applicant received notification of the Office action via e-mail. For *technical* assistance with the form, please e-mail TEAS@uspto.gov. For questions about the Office action itself, please contact the assigned examining attorney. **Do not respond to this Office action by e-mail; the USPTO does not accept e-mailed responses.**

If responding by paper mail, please include the following information: the application serial number, the mark, the filing date and the name, title/position, telephone number and e-mail address of the person signing the response. Please use the following address: Commissioner for Trademarks, P.O. Box 1451, Alexandria, VA 22313-1451.

STATUS CHECK: Check the status of the application at least once every six months from the initial filing date using the USPTO Trademark Applications and Registrations Retrieval (TARR) online system at <http://tarr.uspto.gov>. When conducting an online status check, print and maintain a copy of the complete TARR screen. If the status of your application has not changed for more than six months, please contact the assigned examining attorney.

To: Sanders, James B. (jeffolian@gmail.com)
Subject: U.S. TRADEMARK APPLICATION NO. 77477636 - GDOGGS - N/A
Sent: 2/10/2010 9:53:43 PM
Sent As: ECOM103@USPTO.GOV
Attachments:

IMPORTANT NOTICE REGARDING YOUR TRADEMARK APPLICATION

Your trademark application (Serial No. 77477636) has been reviewed. The examining attorney assigned by the United States Patent and Trademark Office (“USPTO”) has written a letter (an “Office action”) on **2/10/2010** to which you must respond (*unless the Office letter specifically states that no response is required*). Please follow these steps:

1. **Read** the Office letter by clicking on this [link](#) http://tmportal.uspto.gov/external/portal/tow?DDA=Y&serial_number=77477636&doc_type=OOA& OR go to <http://tmportal.uspto.gov/external/portal/tow> and enter your serial number to access the Office letter. If you have difficulty accessing the Office letter, contact TDR@uspto.gov.

PLEASE NOTE: The Office letter may not be immediately available but will be viewable within 24 hours of this e-mail notification.

2. **Contact** the examining attorney who reviewed your application if you have any questions about the content of the Office letter (contact information appears at the end thereof).

3. **Respond** within 6 months, calculated from **2/10/2010** (*or sooner if specified in the Office letter*), using the Trademark Electronic Application System (TEAS) [Response to Office Action form](#). If you have difficulty using TEAS, contact TEAS@uspto.gov.

ALERT:

Failure to file any required response by the applicable deadline will result in the [ABANDONMENT](#) (loss) of your application.

Do NOT hit “Reply” to this e-mail notification, or otherwise attempt to e-mail your response, as the USPTO does NOT accept e-mailed responses.

Exhibit 9

Response to Office Action

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	77477636
LAW OFFICE ASSIGNED	LAW OFFICE 103
MARK SECTION (no change)	
EVIDENCE SECTION	
EVIDENCE FILE NAME(S)	
ORIGINAL PDF FILE	evi 99138104116-103909349 . GDOGGS Brand Presentation uspto submission.pdf
CONVERTED PDF FILE(S) (15 pages)	\\TICRS\EXPORT11\IMAGEOUT11\774\776\77477636\xml1\ROA0002.JPG
	\\TICRS\EXPORT11\IMAGEOUT11\774\776\77477636\xml1\ROA0003.JPG
	\\TICRS\EXPORT11\IMAGEOUT11\774\776\77477636\xml1\ROA0004.JPG
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	\\TICRS\EXPORT11\IMAGEOUT11\774\776\77477636\xml1\ROA0016.JPG

DESCRIPTION OF EVIDENCE FILE	Select pages from GDOGGS Brand Definition and Design Portfolio showing the mark used in connection women's, men's and children's apparel and accessories.
GOODS AND/OR SERVICES SECTION (current)	
INTERNATIONAL CLASS	025
DESCRIPTION	
Footwear and apparel, namely, boots, shoes, sandals, socks, shorts, pants, shirts, jerseys, jackets, coats, sweaters, hats, visors, caps, pullovers, swimwear, jump suits, T-shirts, sweatshirts, sweatpants, tights, skirts, dresses, and warm-up suits	
FIRST USE ANYWHERE DATE	At least as early as 09/01/2009
FIRST USE IN COMMERCE DATE	At least as early as 09/01/2009
FILING BASIS	Section 1(b)
GOODS AND/OR SERVICES SECTION (proposed)	
INTERNATIONAL CLASS	025
DESCRIPTION	
Footwear and apparel, namely, boots, shoes, sandals, socks, shorts, pants, shirts, jerseys, jackets, coats, sweaters, hats, visors, caps, pullovers, swimwear, jump suits, T-shirts, sweatshirts, sweatpants, tights, skirts, dresses, and warm-up suits	
FIRST USE ANYWHERE DATE	At least as early as 09/01/2009
FIRST USE IN COMMERCE DATE	At least as early as 09/01/2009
STATEMENT TYPE	"The substitute (or new, if appropriate) specimen(s) was/were in use in commerce at least as early as the filing date of the application" [for an application based on Section 1(a), Use in Commerce] OR "The substitute (or new, if appropriate) specimen(s) was/were in use in commerce prior either to the filing of the Amendment to Allege Use or expiration of the filing deadline for filing a Statement of Use" [for an application based on Section 1(b) Intent-to-Use].
SPECIMEN FILE NAME(S)	
ORIGINAL PDF FILE	SPU0-99138104116-103909349 . GDOGGS Brand Presentation uspto submission.pdf
CONVERTED PDF FILE(S) (15 pages)	\\TICRS\EXPORT11\IMAGEOUT11\774\776\77477636\xml1\ROA0017.JPG
	\\TICRS\EXPORT11\IMAGEOUT11\774\776\77477636\xml1\ROA0018.JPG

	\\TICRS\EXPORT11\IMAGEOUT11\774\776\77477636\xml1\ROA0019.JPG
	\\TICRS\EXPORT11\IMAGEOUT11\774\776\77477636\xml1\ROA0020.JPG
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	\\TICRS\EXPORT11\IMAGEOUT11\774\776\77477636\xml1\ROA0024.JPG
	\\TICRS\EXPORT11\IMAGEOUT11\774\776\77477636\xml1\ROA0025.JPG
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	\\TICRS\EXPORT11\IMAGEOUT11\774\776\77477636\xml1\ROA0027.JPG
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	\\TICRS\EXPORT11\IMAGEOUT11\774\776\77477636\xml1\ROA0029.JPG
	\\TICRS\EXPORT11\IMAGEOUT11\774\776\77477636\xml1\ROA0030.JPG
	\\TICRS\EXPORT11\IMAGEOUT11\774\776\77477636\xml1\ROA0031.JPG
SPECIMEN DESCRIPTION	Select pages from GDOGGS Brand Definition and Design Portfolio showing the mark used in connection women's, men's and children's apparel and accessories.
SIGNATURE SECTION	
DECLARATION SIGNATURE	/Jeffrey H. Olian/
SIGNATORY'S NAME	Jeffrey H. Olian
SIGNATORY'S POSITION	Attorney of record, Illinois bar member
DATE SIGNED	07/15/2010
RESPONSE SIGNATURE	/Jeffrey H. Olian/
SIGNATORY'S NAME	Jeffrey H. Olian
SIGNATORY'S POSITION	Attorney of record, Illinois bar member
DATE SIGNED	07/15/2010
AUTHORIZED SIGNATORY	YES
FILING INFORMATION SECTION	
SUBMIT DATE	Thu Jul 15 10:54:51 EDT 2010
	USPTO/ROA-99.138.104.116-20100715105451666350-7747

TEAS STAMP

7636-4603c1734103b57c89a1
91adcbd366e627-N/A-N/A-20
100715103909349098

PTO Form 1957 (Rev 9/2005)
OMB No. 0651-0050 (Exp. 04/30/2011)

Response to Office Action

To the Commissioner for Trademarks:

Application serial no. **77477636** has been amended as follows:

EVIDENCE

Evidence in the nature of Select pages from GDOGGS Brand Definition and Design Portfolio showing the mark used in connection women's, men's and children's apparel and accessories. has been attached.

Original PDF file:

[evi_99138104116-103909349 . GDOGGS Brand Presentation uspto submission.pdf](#)

Converted PDF file(s) (15 pages)

[Evidence-1](#)

[Evidence-2](#)

[Evidence-3](#)

[Evidence-4](#)

[Evidence-5](#)

[Evidence-6](#)

[Evidence-7](#)

[Evidence-8](#)

[Evidence-9](#)

[Evidence-10](#)

[Evidence-11](#)

[Evidence-12](#)

[Evidence-13](#)

[Evidence-14](#)

[Evidence-15](#)

CLASSIFICATION AND LISTING OF GOODS/SERVICES

Applicant proposes to amend the following class of goods/services in the application:

Current: Class 025 for Footwear and apparel, namely, boots, shoes, sandals, socks, shorts, pants, shirts, jerseys, jackets, coats, sweaters, hats, visors, caps, pullovers, swimwear, jump suits, T-shirts, sweatshirts, sweatpants, tights, skirts, dresses, and warm-up suits

Original Filing Basis:

Filing Basis: Section 1(b), Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services as of the filing date of the application. (15 U.S.C. Section 1051(b)).

In International Class 025, the mark was first used at least as early as 09/01/2009 and first used in

commerce at least as early as 09/01/2009.

Proposed: Class 025 for Footwear and apparel, namely, boots, shoes, sandals, socks, shorts, pants, shirts, jerseys, jackets, coats, sweaters, hats, visors, caps, pullovers, swimwear, jump suits, T-shirts, sweatshirts, sweatpants, tights, skirts, dresses, and warm-up suits

Deleted Filing Basis: 1(b)

In International Class 025, the mark was first used at least as early as 09/01/2009. and first used in commerce at least as early as 09/01/2009.

Applicant hereby submits a new specimen for Class 025. The specimen(s) submitted consists of Select pages from GDOGGS Brand Definition and Design Portfolio showing the mark used in connection women's, men's and children's apparel and accessories..

"The substitute (or new, if appropriate) specimen(s) was/were in use in commerce at least as early as the filing date of the application" *[for an application based on Section 1(a), Use in Commerce]* OR **"The substitute (or new, if appropriate) specimen(s) was/were in use in commerce prior either to the filing of the Amendment to Allege Use or expiration of the filing deadline for filing a Statement of Use"** *[for an application based on Section 1(b) Intent-to-Use].*

Original PDF file:

[SPU0-99138104116-103909349 . GDOGGS Brand Presentation uspto submission.pdf](#)

Converted PDF file(s) (15 pages)

[Specimen File1](#)

[Specimen File2](#)

[Specimen File3](#)

[Specimen File4](#)

[Specimen File5](#)

[Specimen File6](#)

[Specimen File7](#)

[Specimen File8](#)

[Specimen File9](#)

[Specimen File10](#)

[Specimen File11](#)

[Specimen File12](#)

[Specimen File13](#)

[Specimen File14](#)

[Specimen File15](#)

SIGNATURE(S)

Declaration Signature

If the applicant is seeking registration under Section 1(b) and/or Section 44 of the Trademark Act, the applicant has had a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services as of the filing date of the application. 37 C.F.R. Secs. 2.34(a)(2)(i); 2.34 (a)(3)(i); and 2.34(a)(4)(ii); and/or the applicant has had a bona fide intention to exercise legitimate control over the use of the mark in commerce by its members. 37 C.F. R. Sec. 2.44. If the applicant is seeking registration under Section 1(a) of the Trademark Act, the mark was in use in commerce on or in connection with the goods and/or services listed in the application as of the application filing date or as of the date of any submitted allegation of use. 37 C.F.R. Secs. 2.34(a)(1)(i); and/or the applicant has exercised legitimate control over the use of the mark in commerce by its members. 37 C.F.R. Sec. 244. The undersigned, being hereby warned that willful false

statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; that if the original application was submitted unsigned, that all statements in the original application and this submission made of the declaration signer's knowledge are true; and all statements in the original application and this submission made on information and belief are believed to be true.

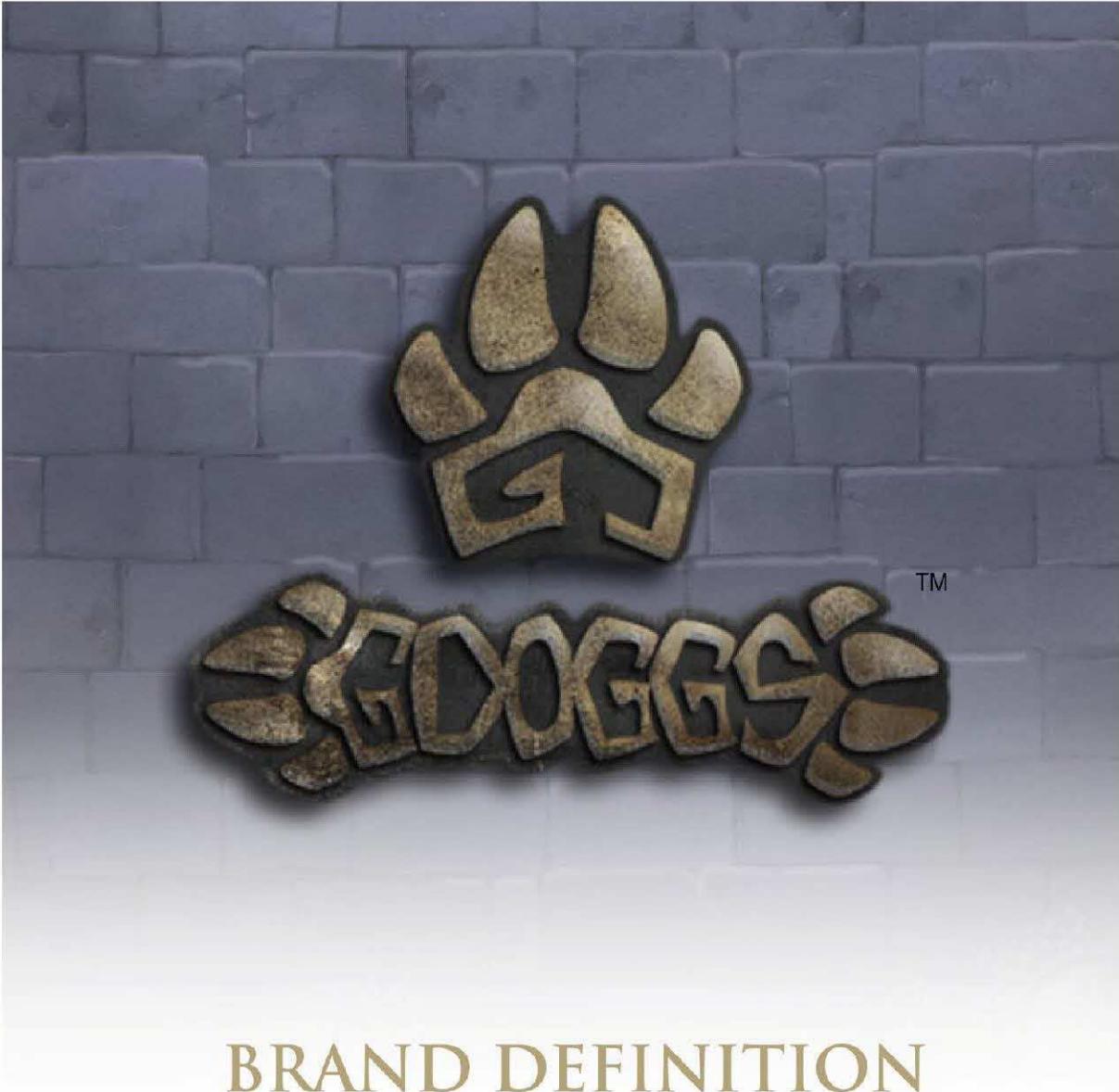
Signature: /Jeffrey H. Olian/ Date: 07/15/2010
Signatory's Name: Jeffrey H. Olian
Signatory's Position: Attorney of record, Illinois bar member

Response Signature

Signature: /Jeffrey H. Olian/ Date: 07/15/2010
Signatory's Name: Jeffrey H. Olian
Signatory's Position: Attorney of record, Illinois bar member

The signatory has confirmed that he/she is an attorney who is a member in good standing of the bar of the highest court of a U.S. state, which includes the District of Columbia, Puerto Rico, and other federal territories and possessions; and he/she is currently the applicant's attorney or an associate thereof; and to the best of his/her knowledge, if prior to his/her appointment another U.S. attorney or a Canadian attorney/agent not currently associated with his/her company/firm previously represented the applicant in this matter: (1) the applicant has filed or is concurrently filing a signed revocation of or substitute power of attorney with the USPTO; (2) the USPTO has granted the request of the prior representative to withdraw; (3) the applicant has filed a power of attorney appointing him/her in this matter; or (4) the applicant's appointed U.S. attorney or Canadian attorney/agent has filed a power of attorney appointing him/her as an associate attorney in this matter.

Serial Number: 77477636
Internet Transmission Date: Thu Jul 15 10:54:51 EDT 2010
TEAS Stamp: USPTO/ROA-99.138.104.116-201007151054516
66350-77477636-4603c1734103b57c89a191adc
bd366e627-N/A-N/A-20100715103909349098



BRAND DEFINITION
&
DESIGN PORTFOLIO

Women's Apparel - Shirts and Jeans



Women's Apparel - Sportswear and Swimsuits



Women's Apparel - Underwear



Men's Apparel - Shirts, Shorts and Jeans



Men's Apparel - Shirts and T-Shirts



Men's Apparel - Shirts, Shorts and Underwear



Men's Apparel - Shirts and Swimwear



Children's Apparel - Shirts, Shorts and Dresses



Children's Apparel - Outerwear, Sportswear and Dresses



Headwear



Backpacks and Briefcases



Accessories



Watches, Sunglasses and Leather Goods

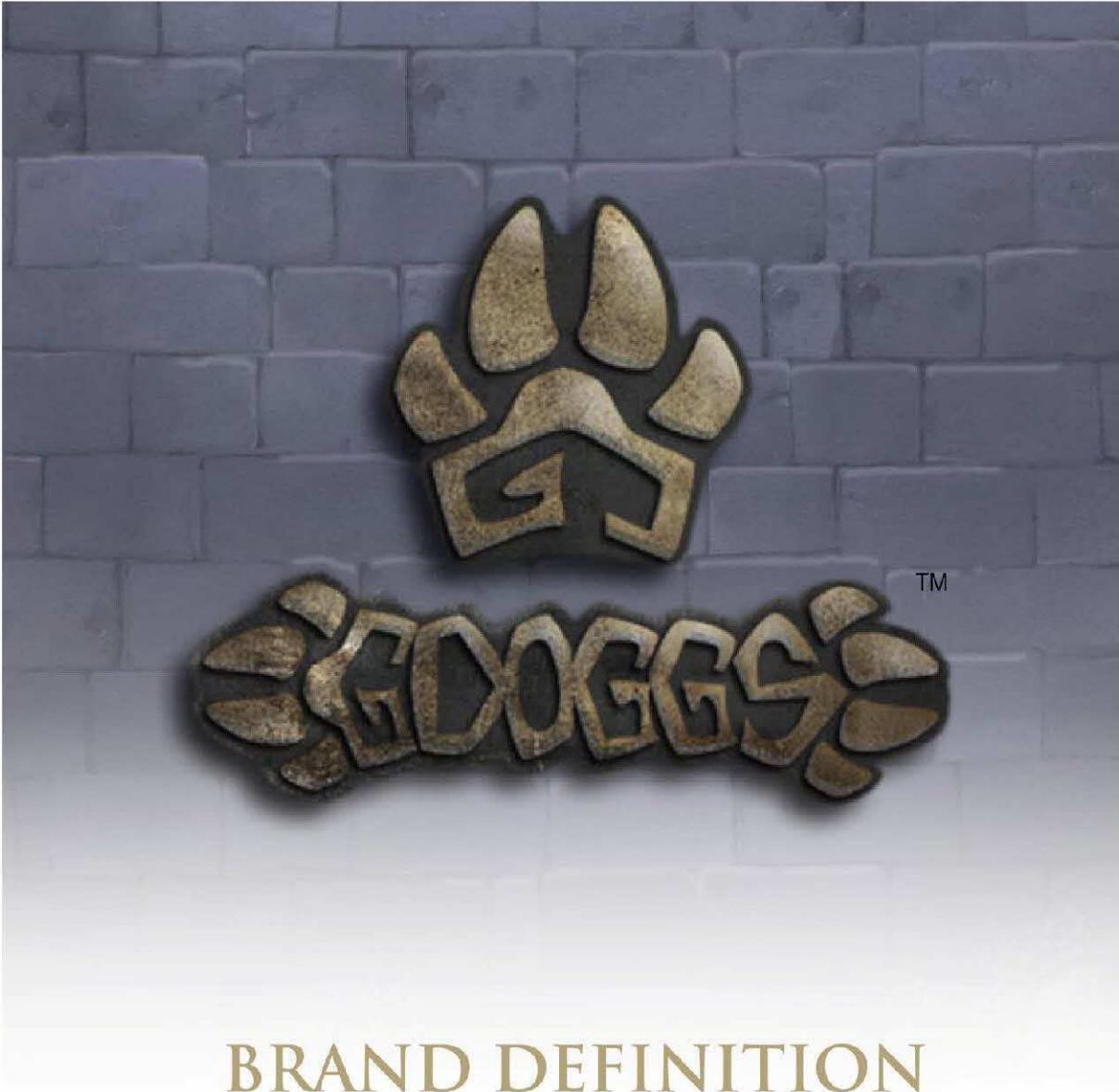


Shoes and Sandals



Sole





BRAND DEFINITION
&
DESIGN PORTFOLIO

Women's Apparel - Shirts and Jeans



Women's Apparel - Sportswear and Swimsuits



Women's Apparel - Underwear



Men's Apparel - Shirts, Shorts and Jeans



Men's Apparel - Shirts and T-Shirts



Men's Apparel - Shirts, Shorts and Underwear



Men's Apparel - Shirts and Swimwear



Children's Apparel - Shirts, Shorts and Dresses



Children's Apparel - Outerwear, Sportswear and Dresses



Headwear



Backpacks and Briefcases



Accessories



Watches, Sunglasses and Leather Goods



Shoes and Sandals



Sole



Exhibit 10

Shoes and Sandals



Exhibit 11

REDACTED

From: "Jeff Olian" <jeff@trademarkplace.com>
Date: July 16, 2009 8:02:44 AM PDT
To: <jamesbaron@earthlink.net>
Subject: FW: GDOGGS Design Portfolio

FYI - Got this when we got back in from the flight. I'll give him a call tomorrow once my head clears from the jet lag. Also wanted to let you know I got notice from the USPTO that the request for an extension of time to file the Statement of Use on the GDOGGS registration was granted. We could probably move forward with it now (using the Portfolio and the transmission to the DAWGS guys) but no real urgency. Give me a day to get my head back on straight and let's plan on catching up tomorrow. Saw the email to AI at Cal Exotics and I'm interested in hearing the full conversation.

Jeff

Jeff Olian
President
TradeMarketPlace, LLC
1829 N. Wilmot
Chicago, IL 60647

760-203-1133 (O)
215-261-1331 (fax)
jeff@trademarkplace.com

-----Original Message-----

From: Barrie Mann [<mailto:barriemann@sasktel.net>]
Sent: Monday, July 13, 2009 12:34 PM
To: Jeff Olian; directlinkinfo@sasktel.net
Subject: Re: GDOGGS Design Portfolio

Hi Jeff,

Thanks for these. A multi-color look definitely changes the look. Whether it's doable is the question. We meet later today with our guy from China who is heading back tomorrow. We can talk when you return .

Regards,

Barrie

Barrie Mann
V.P. Dawgs Footwear
Office: 306-978-0008

GDOGGS-0096