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

Proceeding	92056801
Party	Plaintiff NutriLife International, Inc.
Correspondence Address	DAVID MADDEN MERSENNE LAW LLC 1500 SW FIRST AVENUE, SUITE 1170 PORTLAND, OR 97201 UNITED STATES uspto@mersenne.com
Submission	Motion for Summary Judgment
Filer's Name	David H. Madden
Filer's e-mail	uspto@mersenne.com
Signature	/David H. Madden/
Date	12/20/2013
Attachments	20131220_MSJ_complete.pdf(4189619 bytes)

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

NutriLife International, Inc.)	
Petitioner)	
<i>v.</i>	)	Cancellation No. 92056801
Andrew Bert FOTI,	)	Registration No. 3815143
Respondent)	

PETITIONER’S MOTION FOR SUMMARY JUDGMENT OF CANCELLATION

Petitioner NUTRILIFE INTERNATIONAL, INC., an Oregon corporation (“Petitioner”), by and through its undersigned attorney, hereby moves for summary judgment pursuant to Rule 56, Fed. R. Civ. P., and Trademark Rule 2.127(e), sustaining this cancellation proceeding against U.S. Trademark 3,815,143 registered by ANDREW BERT FOTI, an individual residing in Puerto Rico (“Respondent”), for the mark “NUTRALIFE.” This Motion should not be construed as a prelude for a concurrent use proceeding. On the contrary, Petitioner does not presently wish to pursue a formal concurrent use agreement, and legal standards and arguments directed toward that end are irrelevant. This is **only** a cancellation proceeding.

As set forth in the attached Memorandum and Exhibits, this Motion is made on the grounds that Petitioner has priority of use and will be harmed by the

failure to cancel Respondent's mark. While a showing of likelihood of confusion is generally required, the parties have stipulated that Respondent's mark "NUTRALIFE" is confusingly similar to Petitioner's "NUTRI LIFE INTERNATIONAL" mark and is intended to be used in connection with closely related goods or services. Therefore there is a likelihood of confusion and cancellation of Respondent's mark is justified under Section 2(d) of the Lanham Act. Accordingly, Petitioner respectfully submits that this cancellation proceeding against Registration No. 3,815,143 must be sustained pursuant to this Motion as a trial on the matter would entail unnecessary fees and waste the Board's resources.

Respectfully submitted,

Dated: 20 December, 2013

s/David H. Madden/

David H. Madden
Mersenne Law LLP
9600 SW Oak Street
Suite 500
Tigard, Oregon 97223 US

Attorney for Petitioner

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

NutriLife International, Inc.)	
Petitioner)	
<i>v.</i>	)	Cancellation No. 92056801
	)	Registration No. 3815143
Andrew Bert FOTI,)	
Respondent)	

**MEMORANDUM IN SUPPORT OF PETITIONER’S MOTION FOR
SUMMARY JUDGMENT**

I. INTRODUCTION.

Petitioner NUTRILIFE INTERNATIONAL, INC., an Oregon corporation (“Petitioner”), respectfully submits this Memorandum in support of its Motion for Summary Judgment (the “Motion”). Pursuant to Rule 56, Fed. R. Civ. P., Petitioner seeks summary adjudication that, based on the facts presented herein as to which there are no genuine issues of material fact to be tried, and as a matter of law, this cancellation proceeding against U.S. Trademark 3,815,143 registered by ANDREW BERT FOTI, an individual residing in Puerto Rico (“Respondent”), for the mark “NUTRALIFE” must be sustained.

II. BACKGROUND.

Petitioner has continuously used the NUTRI LIFE INTERNATIONAL mark for both “cookware” and “retail services by direct solicitation by sales agents in the field of cookware and water filtration products” since October 2002, and first used the mark in commerce at least as early as October 7, 2002. *See* Exhibit “A” and Responses to Petitioner’s Answers to Respondent’s Interrogatories attached hereto as Exhibit “B”. Petitioner has, for many years, advertised, sold, and provided goods and services related to cookware and water filtration systems under the mark NUTRI LIFE INTERNATIONAL in the United States. *See* Exhibit “B”. Attached hereto as Exhibit “C” are true and correct copies of invoices from sales in several states that precede Respondent’s filing date. Also, attached hereto as Exhibit “D” is a true and correct photograph of literature and advertisements currently used by Petitioner to promote the goods and products under the NUTRI LIFE INTERNATIONAL mark. Since 2002, Petitioner has had extensive and continued use of NUTRI LIFE INTERNATIONAL in connection with cookware and water filtration products. *See* Response No. 5 in Exhibit “B”.

On March 31, 2005, Petitioner filed an application (serial number 78/599,585) to register its mark. *See* Exhibit “E”. No similar registered or pending marks that would have barred registration at that time were found. The application became abandoned on May 2, 2006 after the time required to respond to an Office Action lapsed. However, Petitioner has continued to use its NUTRI LIFE INTERNATIONAL mark in interstate commerce.

On September 21, 2011, Petitioner filed new applications for registration of its marks (applications 85/428,504 for NUTRI LIFE INTERNATIONAL and 85/428,546 for NUTRI LIFE INTERNATIONAL design) with the U.S. Patent and Trademark Office (the “Office”) to register “NUTRI LIFE INTERNATIONAL” for “[c]ookware, namely, stainless-steel skillets, saucepans, stock pots, griddles and slicers” in International Class 21. *See* Exhibit “A”. However, these applications were refused in view of the registration at issue in this action.

On September 15, 2008, Respondent filed for registration of “NUTRALIFE” in connection with “Cooking strainers; Cookware, namely, pots and pans; Cookware, namely, steamers; Frying pans; Pans; Skillets” in International Class 21, which was registered on July 6, 2010. *See* Exhibit “F”. Respondent’s Statement of Use, filed 27 October 2009, alleged first use of NUTRALIFE mark on November 20, 2008, and Respondent admitted that there was no commercial use of the NUTRALIFE mark prior to November 20, 2008. *See* Exhibit “F” and Response No. 2 to Respondent’s Answers to Petitioner’s First Set of Requests for Admissions attached hereto as Exhibit “G”.

Petitioner initiated the Cancellation Petition on February 19, 2013 based on priority of use and likelihood of confusion. *See* Exhibit “H”. Petitioner’s use of its marks pre-dates Respondent’s use of his mark by more than six (6) years, and Petitioner’s mark so resembles Respondent’s mark as to be likely, when applied to the goods and/or services of the Petitioner, to cause confusion. Thus, there is no material issue of fact left for trial, and this Cancellation must be sustained, as a likelihood of confusion exists under Section 2(d) of the Lanham Act, 15 U.S.C. § 1052(d).

III. ARGUMENT.

The Lanham Act provides that federal courts may cancel the registration of any federally registered trademark. 15 U.S.C. § 1119 (“In any action involving a registered mark, the court may determine the right to registration, order the cancellation of registrations, in whole or in part ... and otherwise rectify the register with respect to the registrations of any party to the action.”). The Lanham Act allows for cancellation of a Principal Register registration by anyone “who believes that he is or will be damaged ... by the registration.” 15 U.S.C.A. § 1064 (West 1996 & Supp.2000); *see also Golden Gate Salami Co. v. Gulf States Paper Corp.*, 51 C.C.P.A. 1391, 332 F.2d 184, 188, 141 U.S.P.Q. 661, 664 (C.C.P.A. 1964) (quoting and explaining the statute).

The party seeking cancellation must prove two elements: (1) that it has standing; and (2) that there are valid grounds for canceling the registration. *See International Order of Job's Daughters v. Lindeburg & Co.*, 727 F.2d 1087, 1091, 220 USPQ 1017, 1019 (Fed.Cir.1984); 3 J. Thomas McCarthy, *McCarthy on Trademarks and Unfair Competition* § 20:41 (4th ed. 1996 & Supp.1999) (“*McCarthy*”). According to 15 U.S.C. § 1052, Trade-marks registrable on principal register:

“No trade-mark by which the goods of the applicant may be distinguished from the goods of others shall be refused registration on the principal register on account of its nature unless it:

(d) Consists of or comprises a mark which so resembles a mark registered in the Patent Office or a mark or trade name previously used in the United States by another and not abandoned, as to be likely, when applied to the goods of the applicant, to cause confusion, or to cause mistake, or to deceive * * *.”

Petitioner has standing because Respondent’s registration resulted in actual harm through the refusal of Petitioner’s trademark application. Furthermore, Petitioner has grounds to cancel the registration because Petitioner has clear priority of use and the parties have stipulated that likelihood of confusion exists. Consequently, Respondent’s NUTRALIFE mark should be cancelled.

A. The Applicable Standard for Summary Judgment.

Summary judgment is an appropriate method for disposing of cases that have no genuine issues of material fact in dispute, thus leaving the case to be resolved as a matter of law. *See Fed. R. Civ. P. 56(c)*. The purpose of summary judgment is to avoid an unnecessary trial where additional evidence would not reasonably be expected to change the outcome. *See Pure Gold, Inc. v Syntex (U.S.A.), Inc.*, 739 F.2d 624, 222 USPQ 741 (Fed. Cir. 1984). Petitioner, as the party moving for summary judgment, has the burden of demonstrating the absence of any genuine issue of material fact and that it is entitled to summary judgment as a matter of law. *See Celotex Corp. v. Catrett*, 106 S.Ct. 2548 (1986);

and *Sweats Fashions Inc. v. Pannill Knitting Co. Inc.*, 833 F.2d 1560 4 USPQ2d 1793 (Fed. Cir. 1987). Specifically, Petitioner must show “that there is an absence of evidence to support the nonmoving party's case.” See *Celotex*, 106 S.Ct. at 2554. However, the nonmoving party may not rest on mere denials or conclusory assertions, but rather must proffer countering evidence, by affidavit or as otherwise provided in Fed. R. Civ. P. 56, showing that there is a genuine factual dispute for trial. See TBMP § 528.01 at 500-131 (3d ed. Rev. 2).

B. Petitioner has Standing to Cancel Respondent’s Registration.

The cancellation process is simplified if the registered mark has been on the Principal Register for less than five years. See *International Order*, 727 F.2d at 1091, 220 USPQ at 1020; *McCarthy*, § 20:42. In the present case, Respondent’s mark, NUTRALIFE, has a Principal Register registration date of July 6, 2010 and, therefore, has been on the Principal Register for less than five years. In such a case, any ground that would have prevented registration in the first place qualifies as a valid ground for cancellation. See *id.*

“Standing is a threshold inquiry directed solely to establishing a plaintiff’s interest in the proceeding. The purpose in requiring standing is to prevent litigation where there is no real controversy between the parties, i.e. where a plaintiff is no more than a mere intermeddler.” *Harjo v. Pro Football Inc.*, 30 USPQ 2d 1828, 1830 (TTAB 1994). As stated in *Estate of Biro v. Bic Corp.*, “the continuing pronouncements of the Federal Circuit leave us with the understanding that there is a low threshold for plaintiff to go from being a mere intermeddler to one with an interest in the proceeding.” *Estate of Biro v. Bic Corp.*, 18 USPQ 2d 1382 (TTAB 1991). Standing requires only “a personal interest in the outcome of the case beyond that of the general public.” *Id.*

Petitioner has standing to cancel Respondent’s trademark because Petitioner has sold products under the NUTRI LIFE INTERNATIONAL mark since 2002 and the introduction of the registered NUTRALIFE mark presented real economic harm through the likelihood of confusion. Furthermore, Petitioner has

had its application for federal registration of the NUTRI LIFE INTERNATIONAL mark impeded as a result of the similarity of the NUTRALIFE mark, and Petitioner and Respondent are using their respective marks on substantially similar goods. *See* Exhibits “A” and “F”. Respondent also admitted that Petitioner was denied the registration at issue in this action due to Respondent’s registered mark. *See* Answer 3 to Respondent’s Amended Answer to “Petition to Cancel” attached hereto as Exhibit “I”. Therefore, Petitioner has met all categories of standing.

C. Petitioner has Clear Priority of Use.

Petitioner has continuously used the NUTRI LIFE INTERNATIONAL mark on its cookware products since 2002. *See* Exhibits “A” and “B”. Respondent first began using its NUTRALIFE mark in connection with “Cooking strainers; Cookware, namely, pots and pans; Cookware, namely, steamers; Frying pans; Pans; Skillets” in 2009. *See* Exhibit “F” and Respondent’s Response to Interrogatory No. 4 attached hereto as Exhibit “J”. Respondent filed for a trademark on September 15, 2008 and obtained a trademark on July 6, 2010. *See* Exhibit “F”. Petitioner’s 2002 actual use of the NUTRI LIFE INTERNATIONAL mark precedes both the Respondent’s filing date and actual use. Therefore, Petitioner has priority of use.

D. Parties Stipulated That There is a Likelihood of Confusion Between Their Marks.

The parties to this Cancellation Petition stipulated that there is a likelihood of confusion between their marks and that discovery would be limited to the issue of priority of use. *See* Board Order attached hereto as Exhibit “K”. As such, the stipulation compels a finding under Section 2(d) of a likelihood of confusion. Therefore, and because Petitioner has clear priority of use, the cancellation must be sustained.

IV. Conclusion.

Respondent’s mark, NUTRALIFE, should be cancelled because Petitioner has shown that there is no issue of material fact as to standing, priority of use,

and likelihood of confusion. A mark that has been on the Principal Register for less than five years may be cancelled for any ground that would have prevented registration in the first place. Grounds for refusal include priority of use and likelihood of confusion, both of which are present here.

Respondent's mark has a Principal Register registration date of July 6, 2010 and, therefore, has been on the Principal Register for less than five years.

Petitioner has shown clear priority of use through the continuous use of the NUTRI LIFE INTERNATIONAL mark since October 2002, actual harm due to refusal of registration, and the parties have stipulated to likelihood of confusion.

For the foregoing reasons, Petitioner requests that its Motion be granted and that summary judgment be entered, sustaining this cancellation against U.S. Trademark 3,815,143 registered by ANDREW BERT FOTI, an individual residing in Puerto Rico ("Respondent"), for the mark "NUTRALIFE".

Respectfully submitted,

Dated: 20 December, 2013

David H. Madden
Mersenne Law LLP
9600 SW Oak Street
Suite 500
Tigard, Oregon 97223 US

Attorney for Petitioner

EXHIBIT “A”

Trademark Electronic Application System (TEAS) filing receipt

MARK: Nutri Life International (Standard Characters, mark.jpg)

The literal element of the mark consists of Nutri Life International.

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

We have received your application and assigned serial number '85428504' to your submission. The summary of the application data, *bottom below*, serves as your official filing receipt.

In approximately 3 months, an assigned examining attorney will review your application to determine if all legal requirements are met. Currently, your mark is **not** registered and is considered a "pending" application. The overall process from the time of initial filing to registration or final refusal can take 13-18 months or even longer, depending on many factors; *e.g.*, the correctness of the original filing and the type of application filed. It is **CRITICAL** that you check the status of your application **at least every 3 - 4 months** and promptly contact the Office if a letter (an "Office action") or notice has issued for your application that you did not receive or do not understand. To check the status, please use <http://tarr.uspto.gov>. Do **not** submit status requests to TEAS@uspto.gov. Failure to respond timely to any Office action or notice may result in the abandonment of your application, requiring you to pay an additional fee to have your application revived even if you did not receive the Office action or notice.

Please view all incoming and outgoing correspondence at <http://portal.uspto.gov/external/portal/tow>. If your status check reveals an issued Office action or notice that you did not receive, immediately view the action/notice through the USPTO website. The USPTO does not extend filing deadlines due to a failure to receive USPTO mailings/e-mailings. You must ensure that you update your record if your mail and/or e-mail address changes, using the form available at <http://www.uspto.gov/teas/eTEASpageE.htm>.

If you discover an error in the application data, you may file a Voluntary Amendment, at <http://www.uspto.gov/trademarks/teas/miscellaneous.jsp>. Do **not** submit any proposed amendment to TEAS@uspto.gov, because the technical support team may not make any data changes. **NOTE:** You must wait approximately 7-10 days to submit any Voluntary Amendment, to permit initial upload of your serial number into the USPTO database. The acceptability of any Voluntary Amendment will only be determined once regular examination begins, since the assigned examining attorney must decide whether the change proposed in the amendment is permissible. **Not all errors may be corrected;** *e.g.*, if you submitted the wrong mark, if the proposed correction would be considered a material alteration to your original filing, it will not be accepted, and your only recourse would be to file a new application (with **no** refund for your original filing).

Since your application filing has already been assigned a serial number, please do **not** contact TEAS@uspto.gov to request cancellation. The USPTO will only cancel the filing and refund your fee if upon review we determine that the application did not meet minimum filing requirements. **The fee is a processing fee that the USPTO does not refund, even if your mark does not proceed to registration.** **NOTE:** The only "exception" to the above is if you inadvertently file duplicate applications specifically because of a *technical glitch* and not merely a misunderstanding or mistake; *i.e.*, if you believe that the first filing did not go through because no confirmation was received and

then immediately file again, only to discover later that both filings were successful, then the technical support team at TEAS@uspto.gov can mis-assign and refund one of the filings.

WARNING: You may receive unsolicited communications from companies requesting fees for trademark related services, such as monitoring and document filing. Although solicitations from these companies frequently display customer-specific information, including USPTO serial number or registration number and owner name, companies who offer these services are not affiliated or associated with the USPTO or any other federal agency. The USPTO does not provide trademark monitoring or any similar services. For general information on filing and maintenance requirements for trademark applications and registrations, including fees required by law, please consult the USPTO website.

APPLICATION DATA: Trademark/Service Mark Application, Principal Register TEAS Plus Application

The applicant, NutriLife International, Inc., DBA Nutri Life International, a corporation of Oregon, having an address of

Second Floor,
207 S.E. Oak Street
Hillsboro, Oregon 97123
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, for the following:

International Class 021: Cookware, namely, stainless-steel skillets, saucepans, stock pots, griddles and slicers

In International Class 021, the mark was first used at least as early as 10/07/2002, and first used in commerce at least as early as 10/07/2002, and is now in use in such commerce. The applicant is submitting one specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) Branded boxes containing cookware products.

Specimen-1 [spec-651004431-163902380_._MG_0827.jpg]

Specimen-2 [spec-651004431-163902380_._MG_0832.CR2.jpg]

Specimen-3 [spec-651004431-163902380_._MG_0831.jpg]

International Class 035: Retail services by direct solicitation by sales agents in the field of cookware and water filtration products

In International Class 035, the mark was first used at least as early as 10/07/2002, and first used in commerce at least as early as 10/07/2002, and is now in use in such commerce. The applicant is

submitting one specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) Advertising signs on company vehicles; presentation poster & notebook; employee ID badge.

Specimen-1 [spec-651004431-163902380_._IMG_0827.JPG]

Specimen-2 [spec-651004431-163902380_._IMG_0831.JPG]

Specimen-3 [spec-651004431-163902380_._MG_0835.jpg]

Specimen-4 [spec-651004431-163902380_._MG_0501.CR2.jpg]

For informational purposes only, applicant's website address is: www.mynutrilife.com

The applicant's current Attorney Information:

David H. Madden of Mersenne Law LLC

Suite 1170

1500 SW First Ave

Portland, Oregon 97201

United States

The attorney docket/reference number is PAN.WOK.

The applicant's current Correspondence Information:

David H. Madden

Mersenne Law LLC

Suite 1170

1500 SW First Ave

Portland, Oregon 97201

503-679-1671(phone)

503-512-6113(fax)

uspto@mersenne.com (authorized)

A fee payment in the amount of \$550 will be submitted with the application, representing payment for 2 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.

Declaration Signature

Signature: /David H. Madden/ Date: 09/21/2011

Signatory's Name: David H. Madden

Signatory's Position: Attorney of record, California & Oregon bar member

Thank you,

The TEAS support team

Wed Sep 21 16:58:13 EDT 2011

STAMP: USPTO/FTK-65.100.44.31-20110921165813370023-85428504-4806705a5be7313ad2c6fa9acbec6b3564-CC-4940-20110921163902380891

EXHIBIT “B”

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

NutriLife International, Inc.	)	PETITIONER'S ANSWERS TO	
Petitioner	)	RESPONDENT'S INTERROGATORIES	
)		
<i>v.</i>	)	Cancellation No.	<u>92056801</u>
Andrew Bert FOTI,	)	Trademark Registration No.	<u>3,815,143</u>
	)	For the mark:	<u>NUTRALIFE</u>
<u>Respondent</u>	)	Date registered:	<u>6 July 2010</u>

Pursuant to and in accordance with the rules and standards of the Federal Rules of Civil Procedure, in particular, Fed. R. Civ. Pro. 33, Petitioner NutriLife International, Inc. (“NutriLife”) responds to Respondent’s submitted interrogatories as follows:

General Objection

Petitioner objects to any definition or instruction that deviates or alters Petitioner’s obligations under convention, the Federal Rules of Civil Procedure and related Trademark Trial and Appeal Board Rules.

Answers to Interrogatories

1.! State the full name, address, telephone number, place of employment, and job title of the person or persons answering these interrogatories and of any person who may have been consulted or may have participated in the preparation of said answers.

Response:

Answers are provided by Oscar MIGUEL, president of Petitioner NutriLife International, Inc., having a principal place of business at 207 S.E. Oak Street, Hillsboro, Oregon 97123, 888-348-1232.

2.! Identify each document that has been read or reviewed by any of the persons who are listed in the answer to interrogatory no. 1, for the purpose of answering these interrogatories, and whether or not said documents contained the information that was eventually used in answering any of the interrogatories herein.

Response:

Responses were prepared by reviewing customer invoices and selecting suitable invoices for copying and production.

3.! For each U.S. state, indicate the earliest date on which you allege that the mark NutriLife was used in commerce in that location.

Response:

Answers for each state are provided in the attached spreadsheet.

4.! For each date listed in response to Interrogatory 3, identify any documents that show that date and location. If no such documents exist, so state.

Response:

The “earliest dates” are taken from customer invoices where products were delivered to a customer in that state.

5.! For each U.S. state listed in response to Interrogatory 3, indicate the most recent date on which you allege that the mark NutriLife was used in commerce in that location.

Response:

Answers for each state are provided in the attached spreadsheet.

6.! For each date listed in response to Interrogatory 5, identify any documents that show that date and location. If no such documents exist, so state.

Response:

The “most recent dates” are taken from customer invoices where products were delivered to a customer in that state.

7.! For each U.S. state not listed in response to Interrogatory 3, indicate your basis for claiming that the mark NutriLife was used in commerce in that location. If you do not claim commercial activity under the mark NutriLife in a location, so state.

Response:

Petitioner does not claim to have conducted commercial activity in states with no “earliest” or “most recent” entries in the spreadsheet.

8.! For each U.S. state not listed in response to Interrogatory 3, identify any documents that support your claim that the mark NutriLife was used in commerce in that location. If no such documents exist, so state.

Response:

No responsive documents are presently known to exist.

9.! Describe any use of the mark NutriLife in commerce between 2006 and 2011.

Response:

NutriLife and NutriLife International have been printed on advertising materials and used in direct, in-person solicitations for cookware and water filtration products.

10.! Describe any documents evidencing any use of the mark NutriLife in commerce between 2006 and 2011.

Response:

Advertising pamphlets and brochures using the mark have been printed and distributed to customers and potential customers. Customer order forms, purchase contracts and invoices bear the marks. NutriLife appears on the company’s website, www.mynutrilife.com, and email from the company’s employees and agents uses the mark in the footer.

11.! Describe any use of the mark NutriLife in any location worldwide.

Response:

NutriLife is used in the United States, Mexico and Ecuador in connection with cookware and water filtration products.

12.! Describe any documents evidencing any use of the mark NutriLife in any location worldwide.

Response:

Advertising pamphlets and brochures using the mark have been printed and distributed to customers and potential customers. Customer order forms, purchase contracts and invoices bear the marks. NutriLife appears on the company's website, www.mynutrilife.com, and email from the company's employees and agents uses the mark in the footer.

13.! List all goods and services currently being offered commercially under the mark NutriLife.

Response:

Cookware, water filters and filtration systems, and cleaning products.

14.! List all goods and services that have been offered commercially under the mark NutriLife between the earliest date in your response to Interrogatory 3 and the present.

Response:

Cookware, water filters and filtration systems, and cleaning products.

15.! Indicate the reasons why your application serial number 78/599,585, became abandoned in May 2, 2006.

Response:

Petitioner believed that all of the requirements for registration of the mark had been met, and did not discover his mistake until after the time for responding had elapsed.

Respectfully submitted,
MERSENNE LAW, LLC

Dated: 18 November, 2013

David H. Madden
Attorney at Law
9600 S.W. Oak Street
Suite 500
Tigard, Oregon 97223 US

Attorney for Petitioner

NutriLife International

State	Earliest Use	Most Recent Use
Alabama		
Alaska		
Arizona		
Arkansas		
California	20-Nov-2005	20-Feb-2013
Colorado		
Connecticut		
Delaware		
Florida	26-Aug-2013	26-Aug-2013
Georgia		
Hawaii		
Idaho		
Illinois	18-May-2004	15-Feb-2013
Indiana	8-Nov-2012	15-Nov-2013
Iowa		
Kansas	12-Jan-2012	31-Aug-2013
Kentucky	28-Dec-2003	2-Aug-2013
Louisiana		
Maine		
Maryland		
Massachusetts		
Michigan		
Minnesota		
Mississippi		
Missouri		
Montana		

State	Earliest Use	Most Recent Use
Nebraska		
Nevada	20-Jun-2003	20-Jun-2003
New Hampshire		
New Jersey	3-Feb-2012	3-Apr-2012
New Mexico		
New York		
North Carolina	22-Sep-2012	6-Nov-2013
North Dakota		
Ohio		
Oklahoma	13-Feb-2012	30-Aug-2012
Oregon	17-Aug-2003	5-Nov-2013
Pennsylvania	13-Jul-2011	14-Aug-2013
Rhode Island		
South Carolina		
South Dakota		
Tennessee		
Texas	17-Mar-2012	6-Nov-2013
Utah		
Vermont		
Virginia		
Washington	27-Dec-2003	31-Oct-2013
Washington, DC		
West Virginia		
Wisconsin		
Wyoming		

EXHIBIT “C”



61881
PE6078

SELLER/CREDITOR

Name _____
Address _____
(510) 798-5310

RETAIL INSTALLMENT SALES CONTRACT AND SECURITY AGREEMENT

OX-10105
Contract No. 60054

Buyer Armando Rodriguez Res. Phone (510) 798-1310 Date 03/12/06
Street 98 th Ave Apt. 7815 Bus. Phone _____
City Oakland State CA Zip 94603 Delivery Date 03/17/06
Shipping Instructions _____

DESCRIPTION OF PURCHASE: You now buy, and we sell, for the Total Sale Price, the following Property

<input type="checkbox"/> Equipo No. 1 Juego Consiste en: Utensilio 8 Qts. Tapa Alta 4 Qts. Utensilio 5 Qts. C/Tapa Utensilio de 4 Qts. C/Tapa Sartén Gde. 11" C/Tapa Utensilio 2 1/2 Qts. C/Tapa Utensilio 1 1/2 Qts. C/Tapa Colador de 8 Qts. Plato de Vapor de 11" Baño María 6 tazas para huevo Sartén de 8" C/Tapa	<input type="checkbox"/> Equipo No. 2 Juego Consiste en: Utensilio 8 Qts. Tapa Alta 4 Qts. Utensilio de 7 Qts. C/Tapa Sartén Gde. 11" C/Tapa Colador de 8 Qts. Plato de Vapor de 11" Baño María 6 tazas para huevo <input type="checkbox"/> Sartén de 28 cm c/tapa <input type="checkbox"/> Utensilio de 12 Qts. c/tapa <input type="checkbox"/> Utensilio de 24 Qts. c/tapa <input type="checkbox"/> Utensilio de 30 Qts. c/tapa <input type="checkbox"/> Super cacerola c/tapa alta <input type="checkbox"/> Super cacerola c/tapa 14" <input type="checkbox"/> 2 Super cacerolas c/tapa	<input type="checkbox"/> Equipo No. 3 Juego Consiste en: Utensilio 5 Qts. C/Tapa Utensilio 2 1/2 Qts. C/Tapa Utensilio 1 1/2 Qts. C/Tapa Sartén Chico. 8" C/Tapa <input type="checkbox"/> Sartén Electrico <input type="checkbox"/> Nutri Vaporeras 12, 24 y 30 Qts. <input type="checkbox"/> Extractor de Jugos Nutri-Tech <input type="checkbox"/> Filtro Nutri Water 3000 <input checked="" type="checkbox"/> Filtro Nutri Water Life #1 <input type="checkbox"/> Filtro Water Life Ducha <input type="checkbox"/> Pre-Filtro <input type="checkbox"/> Set de Cucharones 7 Pc. <input type="checkbox"/> 3 Sartenes c/tapas
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MERCANCIA ADICIONAL

ITEMIZATION OF AMOUNT FINANCED

OF: \$ _____

1. Selling Price	\$ 599.00
2. Packing & Delivery	\$ 33.00
3. State Sales Tax	\$ 46.42
4. Cash Price (1 + 2 + 3)	\$ 678.40
5. Down Payment	
a. Cash Down Payment	\$ 0
b. C.O.D.	\$ 50.00
6. Total Down Payment (a+b)	\$ 50.00
7. Unpaid Balance (4 - 6)	\$ 628.40
8. Previous Account	\$ 0

SECURITY: You are giving a security interest in the goods you are purchasing.

LATE CHARGE: If an installment payment is more than 10 days late, you will be charged 5% of the unpaid amount of the installment or \$5.00 (\$3.00 in OHIO), whichever is lower.

PREPAYMENT: If you pay off early, you may be entitled to a refund of part of the finance charge.

See the other provisions of your Contract for additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds.

9. Amount Financed (7+8)	\$ 628.40
10. Finance Charge	\$ 37.70
11. Annual Percentage Rate	21%
12. Total of Payments (9 + 10)	\$ 666.10
13. Total Sale Price (4 + 10)	\$ 716.10
The total cost of your purchase on credit including your DOWN PAYMENT of	\$ 50.00

Your Payment Schedule will be:

Number of Payments	Amount of Payments
06	111.01

When payments are due: 09/15/06
Monthly beginning: 04/15/06

PARTIES: In this Contract the words, you, and your means all persons signing this Contract as Buyer. The words we, us, and our mean the Seller or anyone to whom the Seller may transfer this Contract.

CONTRACT COVERAGE: This Contract is for the Purchase of goods ("Property") and services described above in "Description of Purchase." You elect not to pay the entire cash price at this time, but to pay over a period of Time, according to the terms of this Contract.

SECURITY: To protect us, you give us a purchase money security interest created under the Uniform Commercial Code or other applicable law in the Property sole and described under "Description of Purchase."

YOUR PROMISE TO PAY: You promise to pay us your "Total of Payments" (disclosed to your right) in the manner and amount set out in your "Payment Schedule" (disclosed to your right), together with any applicable default, late payment, or other charges authorized by law and described on the reverse side of this Contract. In addition, if an amount is shown in item 5b (disclosed above), you promise to pay that amount at the time of delivery of the Property and/or services described above in "Description of Purchase."

BUYER'S RIGHT TO CANCEL: YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Notice to Buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time and obtain a partial refund of the finance charge if it is \$1 or more. (4) If you desire to pay off in advance the full amount due, the amount of the refund you are entitled to, if any, will be furnished upon request.

Acknowledgement: When you sign your name below, this means that you accept all the terms of this agreement (including those contained on the reverse side), that you have given us a security interest in the Property listed above, and that you acknowledge receiving a completed copy of this agreement.

VISA MASTER CARD DISCOVER EFT
CREDIT CARD NO. _____
XP DATE _____
SELLER'S/CREDITOR'S SIGNATURE Ricardo Chica
SELLER'S/CREDITOR'S NAME (Please Print) Ricardo Chica PHONE (503) 522-9161

I/We acknowledge receipt of one completed copy of Contract and two Notices of Cancellation.

Buyer X Armando Rodriguez
Co-Buyer X Jose Riquelme Martinez
Date of Transaction 03/12/06

NOTICE OF CANCELLATION

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you make the goods available to the seller and the seller does not

pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice or send a telegram to NutriLife at PO Box 1777 not later than midnight of 03/15/06 (insert date of third business day after date of transaction.)

I hereby cancel this transaction.



SELLER/CREDITOR

RETAIL INSTALLMENT SALES CONTRACT AND SECURITY AGREEMENT 46

Name _____ Address _____

Contract No. 50513

Buyer REYNALDO SIMONCE Res. Phone 209 869 9164 Date 11/20/05
Street 6500 JACKSON AVE Apt. 24 Bus. Phone
City RUIE R BANY State CA Zip 951367

ITEMIZATION OF AMOUNT FINANCED OF: \$

DESCRIPTION OF PURCHASE: You now buy, and we sell, for the Total Sale Price, the following Property

- Equipo No. 1 Juego Consiste en: Utensilio 8 Qts. Tapa Alta 4 Qts. Utensilio 5 Qts. C/Tapa...
Equipo No. 2 Juego Consiste en: Utensilio 8 Qts. Tapa Alta 4 Qts. Utensilio de 4 Qts. C/Tapa...
Equipo No. 3 Juego Consiste en: Utensilio 5 Qts. C/Tapa Utensilio 2 1/2 Qts. C/Tapa...

- 1. Selling Price \$ 1699.00
2. Packing & Delivery \$
3. State Sales Tax \$
4. Cash Price (1 + 2 + 3) \$ 1699.00
5. Down Payment a. Cash Down Payment \$ b. C.O.D. \$ 500.00
6. Total Down Payment (a+b) \$ 500.00
7. Unpaid Balance (4 - 6) \$ 1199.00
8. Previous Account \$

MERCANCIA ADICIONAL

Promocion especial para enviar el equipo gratis

SECURITY: You are giving a security interest in the goods you are purchasing. LATE CHARGE: If an installment payment is more than 10 days late, you will be charged 5% of the unpaid amount... PREPAYMENT: If you pay off early, you may be entitled to a refund of part of the finance charge.

Table with 3 columns: Item Number, Description, Amount. Includes rows for Amount Financed (\$1199.00), Finance Charge (\$0), Annual Percentage Rate (21%), Total of Payments (\$1199.00), Total Sale Price (\$1699.00), and Total cost of purchase on credit (\$500.00).

PARTIES: In this Contract the words, you, and your means all persons signing this Contract as Buyer. The words we, us, and our mean the Seller or anyone to whom the Seller may transfer this Contract.

CONTRACT COVERAGE: This Contract is for the Purchase of goods ("Property") and services described above in "Description of Purchase." You elect not to pay the entire cash price at this time, but to pay over a period of Time, according to the terms of this Contract.

SECURITY: To protect us, you give us a purchase money security interest created under the Uniform Commercial Code or other applicable law in the Property sole and described under "Description of Purchase."

YOUR PROMISE TO PAY: You promise to pay us your "Total of Payments" (disclosed to your right) in the manner and amount set out in your "Payment Schedule" (disclosed to your right), together with any applicable default, late payment, or other charges authorized by law and described on the reverse side of this Contract.

BUYER'S RIGHT TO CANCEL: YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Notice to Buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time and obtain a partial refund of the finance charge if it is \$1 or more. (4) If you desire to pay off in advance the full amount due, the amount of the refund you are entitled to, if any, will be furnished upon request.

Acknowledgement: When you sign your name below, this means that you accept all the terms of this agreement (including those contained on the reverse side), that you have given us a security interest in the Property listed above, and that you acknowledge receiving a completed copy of this agreement.

VISA MASTER CARD DISCOVER EFT CREDIT CARD NO. EXP DATE SELLER'S/CREDITOR'S SIGNATURE CARLOS ORTEGA N 248 SELLER'S/CREDITOR'S NAME (Please Print) PHONE

We acknowledge receipt of one completed copy of Contract and two Notices of Cancellation. Buyer X Co-Buyer X

NOTICE OF CANCELLATION

You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable cancellation notice, and any security interest arising out of the transaction will be cancelled.

You pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without further obligation. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice or send a telegram to Nutri Life at not later than midnight of 11-23-05 (insert date of third business day after date of transaction.) I hereby cancel this transaction.



19480



OX-10009

Nos preocupa la salud de su familia!!

CONTRATO DE VENTA

034102

P.O. BOX 91005 PORTLAND, OR 97291

Nombre y apellido del Cliente CARMELO VENA		No. Teléfono (773) 247-7641	
Dirección 3123 W. PENSING 3° PISO		Fecha de Entrega Aproximada	
Ciudad CHICAGO	Estado IL.	Código Postal 60632.	No. de Cuenta

<input checked="" type="checkbox"/> Equipo No. 1 Juego Consiste en: Utensilio 8 Qts. Tapa Alta 4 Qts. Utensilio 5 Qts. C/Tapa Utensilio de 4 Qts. C/Tapa Sartén Gde. 11" C/Tapa Utensilio 2 1/2 Qts. C/Tapa Utensilio 1 1/2 Qts. C/Tapa Colador de 8 Qts. Plato de Vapor de 11" Baño María 6 tazas para huevo	<input type="checkbox"/> Equipo No. 2 Juego Consiste en: Utensilio 8 Qts. Tapa Alta 4 Qts. Utensilio de 4 Qts. C/Tapa Sartén Gde. 11" C/Tapa Colador de 8 Qts. Plato de Vapor de 11" Baño María 6 tazas para huevo	<input type="checkbox"/> Equipo No. 3 Juego Consiste en: Utensilio 5 Qts. C/Tapa Utensilio 2 1/2 Qts. C/Tapa Utensilio 1 1/2 Qts. C/Tapa Sartén Chico. 8" C/Tapa
<input type="checkbox"/> Comal Cuadrado <input type="checkbox"/> Procesador de Verduras <input type="checkbox"/> Sartén de 20 cm c/tapa <input type="checkbox"/> Sartén de 24 cm c/tapa	<input type="checkbox"/> Sartén de 28 cm c/tapa <input type="checkbox"/> Utensilio de 12 Qts. c/tapa <input type="checkbox"/> Utensilio de 24 Qts. c/tapa <input type="checkbox"/> Utensilio de 30 Qts. c/tapa <input type="checkbox"/> Super cacerola c/tapa alta <input type="checkbox"/> Super cacerola c/tapa 14" <input type="checkbox"/> 2 Super cacerola c/tapa	<input type="checkbox"/> Sartén Electrico <input type="checkbox"/> Nutri Vaporeras 12, 24 y 30 Qts. <input type="checkbox"/> Extractor de Jugos Nutri-Tech <input type="checkbox"/> Filtro Nutri Water 3000 <input checked="" type="checkbox"/> Filtro Nutri Water Life #2 <input type="checkbox"/> Filtro Water Life Duchá <input type="checkbox"/> Pre-Filtro <input type="checkbox"/> Set de Cucharones 7 Pc. <input type="checkbox"/> 3 Sarténes c/tapas

1. Precio de Venta	1799.00
2. Manejo y Flete	70.00
3. Total (1+2)	1869.00
4. Impuesto de Venta	157.41
5. Precio total en efectivo (3+4)	2026.41
6. Depósito en efectivo	548.41
7. Pago contra entrega	0.00
8. Total depósito en efectivo (6+7)	548.41
9. Saldo Pagadero (5-8)	1478.00

MARQUE LA CASILLA QUE CORRESPONDA (MARQUE UNA SOLAMENTE)

DEPÓSITO AUTOMÁTICO
 VISA
 MASTER CARD

Fecha de Vencimiento

Tarjeta No.

Código de autorización

FECHA PARA SUS PAGOS (MARQUE UNO)
 1ero 5to 10mo 15vo

EMPEZANDO CON EL MES DE: **Julio 04**

MERCANCIA ADICIONAL					
21.46%	1478.00	177.36	1655.36	2203.77	12 (No. de pagos)
10. TASA DE PORCENTAJE ANUAL (El costo de su crédito como tasa anual.)	11. Cantidad financiada (5-8) (La cantidad del crédito que se le ha otorgado a su favor.) Inserte saldo iniciado en el renglón 9.	12. CARGO FINANCIERO (La Cantidad en dólares que le costará el crédito.)	13. Total de pagos (Saldo a plazos) (11+12) (Cantidad que habrá pagado después de que efectúe todos los pagos tal como se han programado.)	14. Precio de venta diferido (Precio de venta total) (5+12) El costo de su compra. Incluyendo su depósito de: \$ 548.41 (Igual al No. 6)	15. Programa de pagos (Cantidad de cada pago)

Vencimiento de los pagos: El primer pago a plazos vence 30 días de la entrega de la mercancía y todos los pagos a plazos subsiguientes vencen el mismo día de cada mes consecutivo hasta que se hayan liquidado totalmente. El cargo financiero comienza a acumularse desde que se efectúa la entrega. Pago anticipado: Si liquida su cuenta totalmente por anticipado, no tendrá que pagar una multa y tendrá derecho al reembolso de una parte del cargo financiero.

Declaro (Declaramos) que toda la información indicada en esta solicitud es correcta a mi (nuestro) mejor saber y entender. Entiendo (entendemos) que ustedes retendrán esta solicitud ya sea que la aprueben o no. Les autorizo (amos)

AVISO AL CLIENTE: 1. No firme este acuerdo si contiene algún espacio en blanco. 2. Usted tiene derecho a recibir una copia totalmente completada de este acuerdo. 3. USTED, EL CLIENTE, PUEDE CANCELAR ESTA TRANSACCION EN CUALQUIER MOMENTO ANTES DE LA MEDIANOCHE, DEL TERCER DIA HABIL DESPUES DE LA FECHA DE ESTA TRANSACCION. PARA MAYOR EXPLICACION DE ESTE DERECHO, REFIERASE AL AVISO DE CANCELACION ADJUNTO. He (mos) leído este contrato y por este medio acuso (acusamos) recibo de 2 copias completas del mismo y 2 notas de aviso de cancelación separables. No devolución de dinero en efectivo.

Nombre del Vendedor **José Pureco #034**

Dirección **3800 S.W. Cedar Hill Blvd. #266**

Teléfono **(773) 981-3777**

Carmelo Vena

Fecha **05-22-2004**

Fecha **05-22-2004**

Fecha **05-22-2004**

INSERTE FECHA DEL TERCER DIA HABIL DESPUES DE LA FECHA DE ESTA TRANSACCION

052604

M M D D A A

EN CASO DE CHEQUE DEVUELTO POR FONDOS INSUFICIENTES SE LA HARA UN CARGO DE 10 DLS POR CHEQUE

POR MEDIO DE MI FIRMA CANCELO ESTA TRANSACCION

Fecha **05-22-2004**

BLANCO - COMPAÑIA ORO - GERENTE AMARILLO - VENDEDOR ROSA - CLIENTE



Nos preocupa la salud de su familia!!

OX-10030

CONTRATO DE VENTA

P.O. BOX 91005 PORTLAND, OR 97291

Nombre y apellido del Cliente DELFINO CRISANTOS		No. Teléfono (502) 868-0253
Dirección 328 Martin Luther King		Fecha de Entrega Aproximada
Ciudad GEORGETOWN	Estado KY.	Código Postal 40324
		No. de Cuenta C-2515

<input checked="" type="checkbox"/> Equipo No. 1 Juego Consiste en: Utensilio 8 Qts. Tapa Alta 4 Qts. Utensilio 5 Qts. C/Tapa Utensilio de 4 Qts. C/Tapa Sartén Gde. 11" C/Tapa Utensilio 2 1/2 Qts. C/Tapa Utensilio 1 1/2 Qts. C/Tapa Plato de Vapor de 11" Baño María 6 tazas para huevo Sartén de 8" C/Tapa	<input type="checkbox"/> Equipo No. 2 Juego Consiste en: Utensilio 8 Qts. Tapa Alta 4 Qts. Utensilio de 4 Qts. C/Tapa Sartén Gde. 11" C/Tapa Colador de 8 Qts. Plato de Vapor de 11" Baño María 6 tazas para huevo	<input type="checkbox"/> Equipo No. 3 Juego Consiste en: Utensilio 5 Qts. C/Tapa Utensilio 2 1/2 Qts. C/Tapa Utensilio 1 1/2 Qts. C/Tapa Sartén Chico. 8" C/Tapa
<input type="checkbox"/> Comal Cuadrado <input type="checkbox"/> Procesador de Verduras <input type="checkbox"/> Sartén de 20 cm c/tapa <input type="checkbox"/> Sartén de 24 cm c/tapa	<input type="checkbox"/> Sartén de 28 cm c/tapa <input type="checkbox"/> Utensilio de 12 Qts. c/tapa <input type="checkbox"/> Utensilio de 24 Qts. c/tapa <input type="checkbox"/> Utensilio de 30 Qts. c/tapa <input type="checkbox"/> Super cacerola c/tapa alta <input type="checkbox"/> Super cacerola c/tapa 14" <input type="checkbox"/> 2 Super cacerola c/tapa	<input type="checkbox"/> Sartén Eléctrico <input type="checkbox"/> Nutri Vaporeras 12, 24 y 30 Qts. <input type="checkbox"/> Extractor de Jugos Nutri-Tech <input checked="" type="checkbox"/> Filtro Nutri Water 3000 <input type="checkbox"/> Filtro Nutri Water Life #2 <input checked="" type="checkbox"/> Filtro Water Life Ducha <input type="checkbox"/> Pre-Filtero <input type="checkbox"/> Set de Cucharones 7 Pc. <input type="checkbox"/> 3 Sartenes c/tapas

1. Precio de Venta	1499.00
2. Manejo y Flete	79.95
3. Total (1+2)	1573.95
4. Impuesto de Venta	89.94
5. Precio total en efectivo (3+4)	1663.89
6. Depósito en efectivo	663.00
7. Pago contra entrega	0.00
8. Total depósito en efectivo (6+7)	663.00
9. Saldo Pagadero (5-8)	998.89

MARQUE LA CASILLA QUE CORRESPONDA (MARQUE UNA SOLAMENTE)

DEPÓSITO AUTOMÁTICO
 VISA
 MASTER CARD

Tarjeta No.

Fecha de Vencimiento

Código de autorización

FECHA PARA SUS PAGOS (MARQUE UNO) 1ero 5to 10mo. 15vo.

EMPEZANDO CON EL MES DE:

MERCANCIA ADICIONAL

10. TASA DE PORCENTAJE ANUAL (El costo de su crédito como tasa anual.) 27.0	11. Cantidad financiada (5-8) (La cantidad del crédito que se le ha otorgado a su favor.) Inserte saldo iniciado en el renglón 9. 998.89	12. CARGO FINANCIERO (La Cantidad en dólares que le costará el crédito.) 99.89	13. Total de pagos (Saldo a plazos) (11+12) (Cantidad que habrá pagado después de que efectúe todos los pagos tal como se han programado.) 1098.78	14. Precio de venta diferido (Precio de venta total) (5+12) El costo de su compra. Incluyendo su depósito de: 665.00 Igual al No. 6 1763.78	15. Programa de pagos 10 (No. de pagos) 109.88 (Cantidad de cada pago)
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Vencimiento de los pagos: El primer pago a plazos vence 30 días de la entrega de la mercancía y todos los pagos a plazos subsiguientes vencen el mismo día de cada mes consecutivo hasta que se hayan liquidado totalmente. El cargo financiero comienza a acumularse desde que se efectúa la entrega. Pago anticipado: Si liquida su cuenta totalmente por anticipado, no tendrá que pagar una multa y tendrá derecho al reembolso de una parte del cargo financiero.

Declaro (Declaramos) que toda la información indicada en esta solicitud es correcta a mi (nuestro) mejor saber y entender. Entiendo (entendemos) que ustedes retendrán esta solicitud ya sea que la aprueben o no. Les autorizo (amos).

AVISO AL CLIENTE: 1. No firme este acuerdo si contiene algún espacio en blanco. 2. Usted tiene derecho a recibir una copia totalmente completada de este acuerdo. 3. USTED, EL CLIENTE, PUEDE CANCELAR ESTA TRANSACCION EN CUALQUIER MOMENTO ANTES DE LA MEDIANOCHE, DEL TERCER DIA HABIL DESPUES DE LA FECHA DE ESTA TRANSACCION. PARA MAYOR EXPLICACION DE ESTE DERECHO, REFIERASE AL AVISO DE CANCELACION ADJUNTO. He (mos) leído este contrato y por este medio acuso (acusamos) recibo de 2 copias completas del mismo y 2 notas de aviso de cancelación separables. No devolución de dinero en efectivo.

Nombre del Vendedor **Hipolito Perez**

Dirección **3247 W. 26th St 2 piso**
Chicago IL. 60623

Teléfono **859.312-9918**

Firma del Cliente **Silvia de la Rosa** Fecha **5-19-2004**

Cónyuge o Garante **Silvia de la Rosa** Fecha **5-19-2004**

INSERTE FECHA DEL TERCER DIA HABIL DESPUES DE LA FECHA DE ESTA TRANSACCION.

05 23 04
M M D D A A

EN CASO DE CHEQUE DEVUELTO POR FONDOS INSUFICIENTES SE LA HARA UN CARGO DE 10 DLLS POR CHEQUE

POR MEDIO DE MI FIRMA CANCELO ESTA TRANSACCION

- 200
Fecha

BLANCO - COMPAÑIA ORO - GERENTE AMARILLO - VENDEDOR ROSA - CLIENTE



CONTRATO DE VENTA

Nos preocupa la salud de su familia!!

TEL: 503/292-0147 FAX: (503) 292-0438 P.O. BOX 91005 PORTLAND, OR 97291

Nombre y apellido del Cliente Jose Luis Franco			No. Teléfono (775) 356-6296		
Dirección # 2180 Belcrest Cir. Reno, NV.			Fecha de Entrega Aproximada 06-27-03		
Ciudad Reno, NV.	Estado	Código Postal 89512	No. de Cuenta NL1489		

- | | | |
|--|---|--|
| <input type="checkbox"/> Equipo No. 1
Juego Consiste en:
Utensilio 8 Qts.
Tapa Alta 4 Qts.
Utensilio 5 Qts. C/Tapa
Utensilio de 4 Qts. C/Tapa
Sartén Gde. 11" C/Tapa
Utensilio 2 1/2 Qts. C/Tapa
Utensilio 1 1/2 Qts. C/Tapa
Colador de 8 Qts.
Plato de Vapor de 11"
Baño María
6 tazas para huevo
Sartén de 8" C/Tapa | <input type="checkbox"/> Equipo No. 2
Juego Consiste en:
Utensilio 8 Qts.
Tapa Alta 4 Qts.
Utensilio de 4 Qts. C/Tapa
Sartén Gde. 11" C/Tapa
Colador de 8 Qts.
Plato de Vapor de 11"
Baño María
6 tazas para huevo | <input type="checkbox"/> Equipo No. 3
Juego Consiste en:
Utensilio 5 Qts. C/Tapa
Utensilio 2 1/2 Qts. C/Tapa
Utensilio 1 1/2 Qts. C/Tapa
Sartén Chico. 8" C/Tapa |
| <input type="checkbox"/> Comal redondo
<input type="checkbox"/> Extractor de Jugos modelo 500
<input type="checkbox"/> Extractor de Jugos modelo 1000 | <input type="checkbox"/> 3 Super Cacerolas C/Tapas
<input type="checkbox"/> Utensilio de 22 Qts. C/Tapa
<input type="checkbox"/> Utensilio de 12 Qts. C/Tapa
<input type="checkbox"/> Super Cacerola C/Tapa Alta
<input type="checkbox"/> Super Sartén C/Tapa 14"
<input type="checkbox"/> Super Cacerola C/Tapa | <input type="checkbox"/> Nutri Vaporeras 12 y 22 Qts.
<input type="checkbox"/> Extractor de Jugos
<input type="checkbox"/> Filtro Nutri Water Life #1
<input checked="" type="checkbox"/> Filtro Nutri Water Life #2
<input checked="" type="checkbox"/> Filtro Water Life Ducha
<input type="checkbox"/> Pre-filtro
<input type="checkbox"/> Set de Cucharones 7 Pc.
<input type="checkbox"/> 3 Sarténes C/Tapas |

- | | |
|-------------------------------------|-------------------------------------|
| 1. Precio de Venta | <input type="text" value="499.00"/> |
| 2. Manejo y Flete | <input type="text" value="18.00"/> |
| 3. Total (1+2) | <input type="text" value="517.00"/> |
| 4. Impuesto de Venta | <input type="text" value="0.00"/> |
| 5. Precio total en efectivo (3+4) | <input type="text" value="517.00"/> |
| 6. Depósito en efectivo | <input type="text" value="125.00"/> |
| 7. Pago contra entrega | <input type="text" value="125.00"/> |
| 8. Total depósito en efectivo (6+7) | <input type="text" value="250.00"/> |
| 9. Saldo Pagadero (5-8) | <input type="text" value="267.00"/> |

MARQUE LA CASILLA QUE CORRESPONDA (MARQUE UNA SOLAMENTE)

DEPOSITO AUTOMATICO Fecha de Vencimiento

VISA

MASTER CARD

Tarjeta No.

Código de autorización

FECHA PARA SUS PAGOS (MARQUE UNO) 1er 5to 10mo. 15vo.

EMPEZANDO CON EL MES DE: _____

MERCANCIA ADICIONAL					
<input type="text" value="00.00"/> 10. TASA DE PORCENTAJE ANUAL (El costo de su crédito como tasa anual.)	<input type="text" value="267.00"/> 11. Cantidad financiada (5-8) (La cantidad del crédito que se le ha otorgado a su favor.) Inserte saldo iniciado en el renglón 9.	<input type="text" value="0.00"/> 12. CARGO FINANCIERO (La Cantidad en dólares que le costará el crédito.)	<input type="text" value="247.00"/> 13. Total de pagos (Saldo a plazos) (11+12) (Cantidad que ha de pagar después de que efectúe todos los pagos tal como se han programado.)	<input type="text" value="517.00"/> 14. Precio de venta diferido (Precio de venta total) (5+12) El costo de su compra. Incluyendo su depósito de: \$ <u>250</u> Igual al No. 8	<input type="text" value="03"/> (No. de pagos) <input type="text" value="89.00"/> (Cantidad de cada pago)

Vencimiento de los pagos: El primer pago a plazos vence 30 días de la entrega de la mercancía y todos los pagos a plazos subsiguientes vencen el mismo día de cada mes consecutivo hasta que se hayan liquidado totalmente. El cargo financiero comienza a acumularse desde que se efectúa la entrega. Pago anticipado: Si liquida su cuenta totalmente por anticipado, no tendrá que pagar una multa y tendrá derecho al reembolso de una parte del cargo financiero.

Declaro (Declaramos) que toda la información indicada en esta solicitud es correcta a mi (nuestro) mejor saber y entender. Entiendo (entendemos) que ustedes retendrán esta solicitud ya sea que la aprueben o no. Les autorizo (amos).

AVISO AL CLIENTE: 1. No firme este acuerdo si contiene algún espacio en blanco. 2. Usted tiene derecho a recibir una copia totalmente completada de este acuerdo. 3. USTED, EL CLIENTE, PUEDE CANCELAR ESTA TRANSACCION EN CUALQUIER MOMENTO ANTES DE LA MEDIANOCHE, DEL TERCER DIA HABIL DESPUES DE LA FECHA DE ESTA TRANSACCION. PARA MAYOR EXPLICACION DE ESTE DERECHO, REFIERASE AL AVISO DE CANCELACION ADJUNTO. He (mos) leído este contrato y por este medio acuso (acusamos) recibo de 2 copias completas del mismo y 2 notas de aviso de cancelación separables.

Nombre del Vendedor Rut Ramirez

Dirección 2180 Belcrest Cir.
Reno, NV.

Teléfono (775) 356-6296

X Rut Ramirez 6/20/03
Firma del Cliente Fecha

X _____
Cónyuge o Garante Fecha

EN CASO DE CHEQUE DEVUELTO POR FONDOS INSUFICIENTES SE LA HARA UN CARGO DE 10 DLS POR CHEQUE

INSERTE FECHA DEL TERCER DIA HABIL DESPUES DE LA FECHA DE ESTA TRANSACCION.

X _____
POR MEDIO DE MI FIRMA CANCELO ESTA TRANSACCION Fecha



ECHO

CONTRATO DE VENTA

Nos preocupa la salud de su familia!!

P.O. BOX 91005 PORTLAND, OR 97291

Nombre y apellido del Cliente Ceberiana Ortega			No. Teléfono (541) 385-6935
Dirección 462 N.E. Dekalb Ave		Fecha de Entrega Aproximada 10-18-03 (E)	
Ciudad Bend	Estado Or.	Código Postal 97701	No. de Cuenta NL1703

- | | | |
|--|--|--|
| <input type="checkbox"/> Equipo No. 1
Juego Consiste en:
Utensilio 8 Qts.
Tapa Alta 4 Qts.
Utensilio 5 Qts. C/Tapa
Utensilio de 4 Qts. C/Tapa
Sartén Gde. 11" C/Tapa
Utensilio 2 1/2 Qts. C/Tapa
Utensilio 1 1/2 Qts. C/Tapa
Colador de 8 Qts.
Plato de Vapor de 11"
Baño María
6 tazas para huevo
Sartén de 8" C/Tapa | <input type="checkbox"/> Equipo No. 2
Juego Consiste en:
Utensilio 8 Qts.
Tapa Alta 4 Qts.
Utensilio de 4 Qts. C/Tapa
Sartén Gde. 11" C/Tapa
Colador de 8 Qts.
Plato de Vapor de 11"
Baño María
6 tazas para huevo | <input type="checkbox"/> Equipo No. 3
Juego Consiste en:
Utensilio 5 Qts. C/Tapa
Utensilio 2 1/2 Qts. C/Tapa
Utensilio 1 1/2 Qts. C/Tapa
Sartén Chico. 8" C/Tapa |
|--|--|--|
- | | | |
|---|--|---|
| <input type="checkbox"/> Comal redondo | <input type="checkbox"/> 3 Super Cacerolas C/Tapas | <input type="checkbox"/> Nutri Vaporeras 12 y 22 Qts. |
| <input type="checkbox"/> Extractor de Jugos modelo 500 | <input type="checkbox"/> Utensilio de 22 Qts. C/Tapa | <input type="checkbox"/> Extractor de Jugos |
| <input type="checkbox"/> Extractor de Jugos modelo 1000 | <input type="checkbox"/> Utensilio de 12 Qts. C/Tapa | <input type="checkbox"/> Filtro Nutri Water Life #1 |
| | <input type="checkbox"/> Super Cacerola C/Tapa Alta | <input type="checkbox"/> Filtro Nutri Water Life #2 |
| | <input type="checkbox"/> Super Sartén C/Tapa 14" | <input type="checkbox"/> Filtro Water Life Ducha |
| | <input type="checkbox"/> Super Cacerola C/Tapa | <input type="checkbox"/> Pre-filtro |
| | | <input type="checkbox"/> Set de Cucharones 7 Pc. |
| | | <input type="checkbox"/> 3 Sartenes C/Tapas |

- | | |
|-------------------------------------|--------------------------------|
| 1. Precio de Venta | <input type="checkbox"/> 499.7 |
| 2. Manejo y Flete | <input type="checkbox"/> 18.00 |
| 3. Total (1+2) | <input type="checkbox"/> 517.7 |
| 4. Impuesto de Venta | <input type="checkbox"/> 0.00 |
| 5. Precio total en efectivo (3+4) | <input type="checkbox"/> 517.7 |
| 6. Depósito en efectivo | <input type="checkbox"/> 260.7 |
| 7. Pago contra entrega | <input type="checkbox"/> 0.00 |
| 8. Total depósito en efectivo (6+7) | <input type="checkbox"/> 260.7 |
| 9. Saldo Pagadero (5-8) | <input type="checkbox"/> 257.7 |

MARQUE LA CASILLA QUE CORRESPONDA (MARQUE UNA SOLAMENTE)

<input type="checkbox"/> DEPOSITO AUTOMATICO	Fecha de Vencimiento
<input type="checkbox"/> VISA	<input type="checkbox"/>
<input type="checkbox"/> MASTER CARD	<input type="checkbox"/>

Tarjeta No.

Código de autorización

FECHA PARA SUS PAGOS (MARQUE UNO) 1ero 5to 10mo. 15vo.

EMPEZANDO CON EL MES DE: _____

MERCANCIA ADICIONAL	
1	OLLA DE 24 QTS.
1	STEMER PARA LA OLLA DE 24 QTS.

<input type="checkbox"/> 10. TASA DE PORCENTAJE ANUAL (El costo de su crédito como tasa anual.)	<input type="checkbox"/> 257.7	<input type="checkbox"/> 10. CARGO FINANCIERO (La Cantidad en dólares que le costará el crédito.)	<input type="checkbox"/> 257.7	<input type="checkbox"/> 13. Total de pagos (Saldo a plazos) (11+12) (Cantidad que habrá pagado después de que efectúe todos los pagos tal como se han programado.)	<input type="checkbox"/> 517.7	<input type="checkbox"/> 14. Precio de venta diferido (Precio de venta total) (5+12) El costo de su compra. Incluyendo su depósito de: \$ 260.7 Igual al No. 8	<input type="checkbox"/> 15. Programa de pagos (No. de pagos) 01 (Cantidad de cada pago) 257.7
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Vencimiento de los pagos: El primer pago a plazos vence 30 días de la entrega de la mercancía y todos los pagos a plazos subsiguientes vencen el mismo día de cada mes consecutivo hasta que se hayan liquidado totalmente. El cargo financiero comienza a acumularse desde que se efectúa la entrega. Pago anticipado: Si liquida su cuenta totalmente por anticipado, no tendrá que pagar una multa y tendrá derecho al reembolso de una parte del cargo financiero.

Declaro (Declaramos) que toda la información indicada en esta solicitud es correcta a mi (nuestro) mejor saber y entender. Entiendo (entendemos) que ustedes retendrán esta solicitud ya sea que la aprehuben o no. Les autorizo (amos):

AVISO AL CLIENTE: 1. No firme este acuerdo si contiene algún espacio en blanco. 2. Usted tiene derecho a recibir una copia totalmente completada de este acuerdo. 3. USTED, EL CLIENTE, PUEDE CANCELAR ESTA TRANSACCION EN CUALQUIER MOMENTO ANTES DE LA MEDIANOCHE, DEL TERCER DIA HABIL DESPUES DE LA FECHA DE ESTA TRANSACCION. PARA MAYOR EXPLICACION DE ESTE DERECHO, REFIERASE AL AVISO DE CANCELACION ADJUNTO. He (mos) leído este contrato y por este medio acuso (acusamos) recibo de 2 copias completas del mismo y 2 notas de aviso de cancelación separables.

Nombre del Vendedor **MA CORDEVA NO17**

Dirección **207 S.E Osk St #206**

Hillsboro Or. 97123

Teléfono **(503) 844-6500**

Ceberiana Ortega 10-18-2003

X Cónyuge o Garante

- 200

INSERTE FECHA DEL TERCER DIA HABIL DESPUES DE LA FECHA DE ESTA TRANSACCION.

102303

M M D D A A

EN CASO DE CHEQUE DEVUELTO POR FONDOS INSUFICIENTES SE LA HARA UN CARGO DE 10 DLLS POR CHEQUE

X POR MEDIO DE MI FIRMA CANCELO ESTA TRANSACCION

- 200



SELLER/CREDITOR

RETAIL INSTALLMENT SALES CONTRACT AND SECURITY AGREEMENT

Name (OX) Address (OX) - 10050

Phone (503) 951-0655 Contract No.

Buyer JESUS GONZALEZ Res. Phone (503) 634-2894 Date 6/16/05 Street 11983 BEYER W. N.E. Apt. Bus. Phone (503) 951-0655 Approximate Delivery Date 6/24/05 City WOODBURN State OR Zip 97071

Shipping Instructions PAID

DESCRIPTION OF PURCHASE: You now buy, and we sell, for the Total Sale Price, the following Property

- Equipo No. 1 (checked) Juego Consiste en: Utensillo 8 Qts. Tapa Alta 4 Qts. Utensillo 5 Qts. C/Tapa Utensillo de 4 Qts. C/Tapa Sartén Gde. 11" C/Tapa Utensillo 2 1/2 Qts. C/Tapa Utensillo 1 1/2 Qts. C/Tapa Colador de 8 Qts. Plato de Vapor de 11" Baño María 6 tazas para huevo Sartén de 8" C/Tapa Comal Cuadrado Procesador de Verduras Sartén de 20 cm c/tapa Sartén de 24 cm c/tapa

MERCANCIA ADICIONAL

ITEMIZATION OF AMOUNT FINANCED OF: \$ Selling Price \$ 1799.00 Packing & Delivery \$ 0.00 State Sales Tax \$ 0.00 Cash Price (1+2+3) \$ 1799.00 Down Payment a. Cash Down Payment \$ 0.00 b. C.O.D. \$ 100.00 Total Down Payment \$ 100.00 Unpaid Balance (4-6) \$ 1699.00 Previous Account \$ 0.00

SECURITY: You are giving a security interest in the goods you are purchasing. LATE CHARGE: If an installment payment is more than 10 days late, you will be charged 5% of the unpaid amount of the installment or \$5.00 (\$3.00 in OHIO), whichever is lower.

PREPAYMENT: If you pay off early, you may be entitled to a refund of part of the finance charge. See the other provisions of your Contract for additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds.

PARTIES: In this Contract the words, you, and your means all persons signing this Contract as Buyer. The words we, us, and our mean the Seller or anyone to whom the Seller may transfer this Contract.

CONTRACT COVERAGE: This Contract is for the Purchase of goods ("Property") and services described above in "Description of Purchase." You elect not to pay the entire cash price at this time, but to pay over a period of Time, according to the terms of this Contract.

SECURITY: To protect us, you give us a purchase money security interest created under the Uniform Commercial Code or other applicable law in the Property sole and described under "Description of Purchase."

YOUR PROMISE TO PAY: You promise to pay us your "Total of Payments" (disclosed to your right) in the manner and amount set out in our "Payment Schedule" (disclosed to your right), together with any applicable default, late payment, or other charges authorized by law and described on the reverse side of this Contract. In addition, if an amount is shown in item 5b (disclosed above), you promise to pay that amount at the time of delivery of the Property and/or services described above in "Description of Purchase."

BUYER'S RIGHT TO CANCEL: YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Notice to Buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time and obtain a partial refund of the finance charge if it is \$1 or more. (4) If you desire to pay off in advance the full amount due, the amount of the refund you are entitled to, if any, will be furnished upon request.

Acknowledgement: When you sign your name below, this means that you accept all the terms of this agreement (including those contained on the reverse side), that you have given us a security interest in the Property listed above, and that you acknowledge receiving a completed copy of this agreement.

9. Amount Financed (7+8) \$ 1699.00 The amount of credit provided to you on your behalf.

10. Finance Charge The dollar amount the credit will cost you. \$ 203.88

11. Annual Percentage Rate The cost of your credit as a yearly rate. 21.0%

12. Total of Payments (9 + 10) The amount you will have paid after you have made all payments as scheduled. \$ 1902.88

13. Total Sale Price (4 + 10) \$ 2002.88 The total cost of your purchase on credit including your DOWN PAYMENT of \$ 100.00

Your Payment Schedule will be: Number of Payments 12 Amount of Payments 158.57 When payments are due: Monthly beginning 7/20/05

SELLER'S/CREDITOR'S SIGNATURE (Signature) SELLER'S/CREDITOR'S NAME (Please Print) PHONE

I/We acknowledge receipt of one completed copy of Contract and two Notices of Cancellation. Buyer (Signature) Co-Buyer X

NOTICE OF CANCELLATION

Date of Transaction 06/16/05

You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you make the goods available to the seller and the seller does not

pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice or send a telegram to Nutri Life at P.O. Box 1224 Hillsboro or not later than midnight of 06/21/05 (insert date of third business day after date of transaction.) I hereby cancel this transaction.



(RESUMI) **FE** Pagos de! OW

Nos preocupa la salud de su familia!!

CONTRATO DE VENTA

NL1604

P.O. BOX 91005 PORTLAND, OR 97291

Nombre y apellido del Cliente Julian Rios Reyes			No. Teléfono (503) 997-9060
Dirección 7860 S.W. Hall Blvd. #32			Fecha de Entrega Aproximada 8-17-03
Ciudad Beaverton	Estado OR	Código Postal 97008	No. de Cuenta NL1604

- | | | |
|--|--|--|
| <input type="checkbox"/> Equipo No. 1
Juego Consiste en:
Utensilio 8 Qts.
Tapa Alta 4 Qts.
Utensilio 5 Qts. C/Tapa
Utensilio de 4 Qts. C/Tapa
Sartén Gde. 11" C/Tapa
Utensilio 2 1/2 Qts. C/Tapa
Utensilio 1 1/2 Qts. C/Tapa
Colador de 8 Qts.
Plato de Vapor de 11"
Baño María
6 lazas para huevo
Sartén de 8" C/Tapa | <input type="checkbox"/> Equipo No. 2
Juego Consiste en:
Utensilio 8 Qts.
Tapa Alta 4 Qts.
Utensilio de 4 Qts. C/Tapa
Sartén Gde. 11" C/Tapa
Colador de 8 Qts.
Plato de Vapor de 11"
Baño María
6 tazas para huevo | <input type="checkbox"/> Equipo No. 3
Juego Consiste en:
Utensilio 5 Qts. C/Tapa
Utensilio 2 1/2 Qts. C/Tapa
Utensilio 1 1/2 Qts. C/Tapa
Sartén Chico. 8" C/Tapa |
|--|--|--|
- | | | |
|---|--|---|
| <input type="checkbox"/> Comal redondo | <input type="checkbox"/> 3 Super Cacerolas C/Tapas | <input type="checkbox"/> Nutri Vaporeras 12 y 22 Qts. |
| <input type="checkbox"/> Extractor de Jugos modelo 500 | <input type="checkbox"/> Utensilio de 22 Qts. C/Tapa | <input type="checkbox"/> Extractor de Jugos |
| <input type="checkbox"/> Extractor de Jugos modelo 1000 | <input type="checkbox"/> Utensilio de 12 Qts. C/Tapa | <input type="checkbox"/> Filtro Nutri Water Life #1 |
| | <input type="checkbox"/> Super Cacerola C/Tapa Alta | <input type="checkbox"/> Filtro Nutri Water Life #2 |
| | <input type="checkbox"/> Super Sartén C/Tapa 14" | <input type="checkbox"/> Filtro Water Life Ducha |
| | <input type="checkbox"/> Super Cacerola C/Tapa | <input type="checkbox"/> Pre-filtro |
| | | <input type="checkbox"/> Set de Cucharones 7 Pc. |
| | | <input type="checkbox"/> 3 Sarténes C/Tapas |

1. Precio de Venta	<input type="checkbox"/> 499.00 <input checked="" type="checkbox"/>
2. Manejo y Flete	<input type="checkbox"/> 18.00 <input type="checkbox"/>
3. Total (1+2)	<input type="checkbox"/> 517.00 <input checked="" type="checkbox"/>
4. Impuesto de Venta	<input type="checkbox"/> 0.00 <input type="checkbox"/>
5. Precio total en efectivo (3+4)	<input type="checkbox"/> 517.00 <input type="checkbox"/>
6. Depósito en efectivo	<input type="checkbox"/> 0.00 <input type="checkbox"/>
7. Pago contra entrega	<input type="checkbox"/> 120.00 <input checked="" type="checkbox"/>
8. Total depósito en efectivo (6+7)	<input type="checkbox"/> 120.00 <input type="checkbox"/>
9. Saldo Pagadero (5-8)	<input type="checkbox"/> 397.00 <input checked="" type="checkbox"/>

MARQUE LA CASILLA QUE CORRESPONDA (MARQUE UNA SOLAMENTE)

DEPOSITO AUTOMATICO Fecha de Vencimiento

VISA

MASTER CARD

Tarjeta No.

Código de autorización

FECHA PARA SUS PAGOS (MARQUE UNO) 1ero 5to 10mo. 15vo

EMPEZANDO CON EL MES DE: _____

<input checked="" type="checkbox"/> 10. TASA DE PORCENTAJE ANUAL (El costo de su crédito como tasa anual.)	<input type="checkbox"/> 397.00 <input checked="" type="checkbox"/> 11. Cantidad financiada (5-8) (La cantidad del crédito que se le ha otorgado a su favor.) Inserte saldo iniciado en el renglón 9.	<input type="checkbox"/> 0.00 <input type="checkbox"/> 12. CARGO FINANCIERO (La Cantidad en dólares que le costará el crédito.)	<input type="checkbox"/> 357.00 <input checked="" type="checkbox"/> 13. Total de pagos (Saldo a plazos) (11+12) (Cantidad que habrá pagado después de que efectúe todos los pagos tal como se han programado.)	<input type="checkbox"/> 517.00 <input type="checkbox"/> 14. Precio de venta diferido (Precio de venta total) (5+12) El costo de su compra. Incluyendo su depósito de: \$ <u>120.00</u> Igual al No. 8	<input type="checkbox"/> (No. de pagos) 3 Pagos de \$100.00 1 Pago de \$97.00 <input type="checkbox"/> (Cantidad de cada pago)
--	--	---	--	--	---

Vencimiento de los pagos: El primer pago a plazos vence 30 días de la entrega de la mercancía y todos los pagos a plazos subsiguientes vencen el mismo día de cada mes consecutivo hasta que se hayan liquidado totalmente. El cargo financiero comienza a acumularse desde que se efectúa la entrega. Pago anticipado: Si liquida su cuenta totalmente por anticipado, no tendrá que pagar una multa y tendrá derecho al reembolso de una parte del cargo financiero.

Declaro (Declaramos) que toda la información indicada en esta solicitud es correcta a mi (nuestro) mejor saber y entender. Entiendo (entendemos) que ustedes retendrán esta solicitud ya sea que la aprueben o no. Les autorizo (amos)

AVISO AL CLIENTE: 1. No firme este acuerdo si contiene algún espacio en blanco. 2. Usted tiene derecho a recibir una copia totalmente completada de este acuerdo. 3. USTED, EL CLIENTE, PUEDE CANCELAR ESTA TRANSACCION EN CUALQUIER MOMENTO ANTES DE LA MEDIANOCHE, DEL TERCER DIA HABIL DESPUES DE LA FECHA DE ESTA TRANSACCION. PARA MAYOR EXPLICACION DE ESTE DERECHO, REFIERASE AL AVISO DE CANCELACION ADJUNTO. He (mos) leído este contrato y por este medio acuso (acusamos) recibo de 2 copias completas del mismo y 2 notas de aviso de cancelación separables.

Nombre del Vendedor Adelita Pineda

Dirección 207 S.W. Oak St #206

Hillsboro OR 97120

Teléfono (503) 844-6500

XX Julian Rios Reyes 08.17.2003

Firma del Cliente Fecha

X _____ -200

Cónyuge o Garante Fecha

INSERTE FECHA DEL TERCER DIA HABIL DESPUES DE LA FECHA DE ESTA TRANSACCION.

081703

M M O D O A A

EN CASO DE CHEQUE DEVUELTO POR FONDOS INSUFICIENTES SE LA HARA UN CARGO DE 10 DLLS POR CHEQUE

X POR MEDIO DE MI FIRMA CANCELO ESTA TRANSACCION Fecha

#355

Tri Life INTERNATIONAL

Rescrito

PASAR. MARTES 30 - TARDE 7:30

CONTRATO DE VENTA

NL1836

Nos preocupa la salud de su familia!!

P.O. BOX 91005 PORTLAND, OR 97291

Nombre y apellido del Cliente Cruz Sierra Borja		No. Teléfono (360) 425-2434
Dirección 3035 Moriland St. Apt-103		Fecha de Entrega Aproximada 12-27-03
Ciudad Longview	Estado Wa.	Código Postal 98632
		No. de Cuenta 23990

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Equipo No. 1 | <input type="checkbox"/> Equipo No. 2 | <input type="checkbox"/> Equipo No. 3 |
| Juego Consiste en: | Juego Consiste en: | Juego Consiste en: |
| Utensilio 8 Qts. | Utensilio 8 Qts. | Utensilio 5 Qts. C/Tapa |
| Tapa Alta 4 Qts. | Tapa Alta 4 Qts. | Utensilio 2 1/2 Qts. C/Tapa |
| Utensilio 5 Qts. C/Tapa | Utensilio de 4 Qts. C/Tapa | Utensilio 1 1/2 Qts. C/Tapa |
| Utensilio de 4 Qts. C/Tapa | Sartén Gde. 11" C/Tapa | Sartén Chico. 8" C/Tapa |
| Sartén Gde. 11" C/Tapa | Colador de 8 Qts. | |
| Utensilio 2 1/2 Qts. C/Tapa | Plato de Vapor de 11" | |
| Utensilio 1 1/2 Qts. C/Tapa | Baño María | |
| Colador de 8 Qts. | 6 tazas para huevo | |
| Plato de Vapor de 11" | | |
| Baño María | | |
| 6 tazas para huevo | | |
| Sartén de 8" C/Tapa | | |

- | | |
|-------------------------------------|----------------|
| 1. Precio de Venta | 1599.00 |
| 2. Manejo y Flete | --- |
| 3. Total (1+2) | 1599.00 |
| 4. Impuesto de Venta | --- |
| 5. Precio total en efectivo (3+4) | 1599.00 |
| 6. Depósito en efectivo | 100.00 |
| 7. Pago contra entrega | 150.00 |
| 8. Total depósito en efectivo (6+7) | 250.00 |
| 9. Saldo Pagadero (5-8) | 1349.00 |

- Nutri Vaporeras 12 y 22 Qts.
- Extractor de Jugos
- Filtro Nutri Water Life #1
- Filtro Nutri Water Life #2
- Filtro Water Life Ducha
- Pre-filtro
- Set de Cucharones 7 Pc.
- 3 Sartenes C/Tapas

- 3 Super Cacerolas C/Tapas
- Utensilio de 22 Qts. C/Tapa
- Utensilio de 12 Qts. C/Tapa
- Super Cacerola C/Tapa Alta
- Super Sartén C/Tapa 14"
- Super Cacerola C/Tapa

- Comal redondo
- Extractor de Jugos modelo 500
- Extractor de Jugos modelo 1000

MARQUE LA CASILLA QUE CORRESPONDA (MARQUE UNA SOLAMENTE)

DEPOSITO AUTOMATICO Fecha de Vencimiento

VISA

MASTER CARD

Tarjeta No.

Código de autorización

MERCANCIA ADICIONAL

ESPAÑOL

FECHA PARA SUS PAGOS (MARQUE UNO) 1ero 5to 10mo. 15vo.

EMPEZANDO CON EL MES DE: **01-20-04**

10. TASA DE PORCENTAJE ANUAL (El costo de su crédito como tasa anual.)	12.00	11. Cantidad financiada (5-8) (La cantidad del crédito que se le ha otorgado a su favor.) Inserte saldo iniciado en el renglón 9.	1349.00	12. CARGO FINANCIERO (La Cantidad en dólares que le costará el crédito.)	167.88 -	13. Total de pagos (Saldo a plazos) (11+12) (Cantidad que habrá pagado después de que efectúe todos los pagos tal como se han programado.)	1510.88	14. Precio de venta diferido (Precio de venta total) (5+12) El costo de su compra. Incluyendo su depósito de: 250.00 Igual al No. 8	1760.88	15. Programa de pagos (Cantidad de cada pago)	12 (No. de pagos) 125.91
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Vencimiento de los pagos: El primer pago a plazos vence 30 días de la entrega de la mercancía y todos los pagos a plazos subsiguientes vencen el mismo día de cada mes consecutivo hasta que se hayan liquidado totalmente. El cargo financiero comienza a acumularse desde que se efectúa la entrega. Pago anticipado: Si liquida su cuenta totalmente por anticipado, no tendrá que pagar una multa y tendrá derecho al reembolso de una parte del cargo financiero.

Declaro (Declaramos) que toda la información indicada en esta solicitud es correcta a mi (nuestro) mejor saber y entender. Entiendo (entendemos) que ustedes retendrán esta solicitud ya sea que la apreenben o no. Les autorizo (amos).

AVISO AL CLIENTE: 1. No firme este acuerdo si contiene algún espacio en blanco. 2. Usted tiene derecho a recibir una copia totalmente completada de este acuerdo. 3. USTED, EL CLIENTE, PUEDE CANCELAR ESTA TRANSACCION EN CUALQUIER MOMENTO ANTES DE LA MEDIANOCHE, DEL TERCER DIA HABIL DESPUES DE LA FECHA DE ESTA TRANSACCION. PARA MAYOR EXPLICACION DE ESTE DERECHO, REFIERASE AL AVISO DE CANCELACION ADJUNTO. He (mos) leído este contrato y por este medio acuso (acusamos) recibo de 2 copias completas del mismo y 2 notas de aviso de cancelación separables.

Nombre del Vendedor **Ricardo Arroyo Pedro Flores**

Dirección **12385 SW Allen Blvd. Suite # 200 Beav, OR 97005**

Teléfono **(503) 844-6500**

Firma del Cliente **Cruz S. Borja** Fecha **12-27-2003**

Cónyuge o Garante **-** Fecha **- 200**

INSERTE FECHA DEL TERCER DIA HABIL DESPUES DE LA FECHA DE ESTA TRANSACCION.

123103

M M D D A A

EN CASO DE CHEQUE DEVUELTO POR FONDOS INSUFICIENTES SE LA HARA UN CARGO DE 10 DLLS POR CHEQUE

POR MEDIO DE MI FIRMA CANCELO ESTA TRANSACCION

BLANCO - COMPAÑIA ORO - GERENTE AMARILLO - VENDEDOR ROSA - CLIENTE

P. del



19694 (D-X)

OX-10031
CONTRATO DE VENTA

Nos preocupa la salud de su familia!!

P.O. BOX 91005 PORTLAND, OR 97291

Nombre y apellido del Cliente Efrain Ruiz Garcia			No. Teléfono (425) 355-0933		
Dirección 12601 8th Ave W. Ap# C-105			Fecha de Entrega Aproximada 5-6-04		
Ciudad Everett	Estado Wa.	Código Postal 98204	No. de Cuenta 19694		

<input checked="" type="checkbox"/> Equipo No. 1 Juego Consiste en: Utensilio 8 Qts. Tapa Alta 4 Qts. Utensilio 5 Qts. C/Tapa Utensilio de 4 Qts. C/Tapa Sartén Gde. 11" C/Tapa Sartén Gde. 11" C/Tapa Utensilio 2 1/2 Qts. C/Tapa Utensilio 1 1/2 Qts. C/Tapa Colador de 8 Qts. Plato de Vapor de 11" Baño María 6 tazas para huevo Sartén de 8" C/Tapa	<input type="checkbox"/> Equipo No. 2 Juego Consiste en: Utensilio 8 Qts. Tapa Alta 4 Qts. Utensilio de 4 Qts. C/Tapa Sartén Gde. 11" C/Tapa Colador de 8 Qts. Plato de Vapor de 11" Baño María 6 tazas para huevo	<input type="checkbox"/> Equipo No. 3 Juego Consiste en: Utensilio 5 Qts. C/Tapa Utensilio 2 1/2 Qts. C/Tapa Utensilio 1 1/2 Qts. C/Tapa Sartén Chico. 8" C/Tapa
<input type="checkbox"/> Comal redondo <input type="checkbox"/> Extractor de Jugos modelo 500 <input type="checkbox"/> Extractor de Jugos modelo 1000	<input type="checkbox"/> 3 Super Cacerolas C/Tapas <input type="checkbox"/> Utensilio de 22 Qts. C/Tapa <input type="checkbox"/> Utensilio de 12 Qts. C/Tapa <input type="checkbox"/> Super Cacerola C/Tapa Alta <input type="checkbox"/> Super Sartén C/Tapa 14" <input type="checkbox"/> Super Cacerola C/Tapa	<input type="checkbox"/> Nutri Vaporeras 12 y 22 Qts. <input type="checkbox"/> Extractor de Jugos <input type="checkbox"/> Filtro Nutri Water Life #1 <input type="checkbox"/> Filtro Nutri Water Life #2 <input type="checkbox"/> Filtro Water Life Ducha <input type="checkbox"/> Pre-filtro <input type="checkbox"/> Set de Cucharones 7 Pc. <input type="checkbox"/> 3 Sarténes C/Tapas

PAID

1. Precio de Venta	1799.7
2. Manejo y Flete	0.00
3. Total (1+2)	1799.7
4. Impuesto de Venta	0.00
5. Precio total en efectivo (3+4)	1799.7
6. Depósito en efectivo	250.7
7. Pago contra entrega	0.00
8. Total depósito en efectivo (6+7)	250.7
9. Saldo Pagadero (5-8)	1549.7

MARQUE LA CASILLA QUE CORRESPONDA (MARQUE UNA SOLAMENTE)

DEPOSITO AUTOMATICO Fecha de Vencimiento

VISA

MASTER CARD

Tarjeta No. _____

Código de autorización _____

MERCANCIA ADICIONAL

1 olla de 24 Qts.

FECHA PARA SUS PAGOS (MARQUE UNO) 1ero 5to 10mo. 15vo.

EMPEZANDO CON EL MES DE _____

21.00	1549.7	371.76	1920.76	2170.76	24 (No. de pagos)
10. TASA DE PORCENTAJE ANUAL (El costo de su crédito como tasa anual.)	11. Cantidad financiada (5-8) (La cantidad del crédito que se le ha otorgado a su favor.) Inserte saldo iniciado en el renglón 9.	12. CARGO FINANCIERO (La Cantidad en dólares que le costará el crédito.)	13. Total de pagos (Saldo a plazos) (11+12) (Cantidad que habrá pagado después de que efectúe todos los pagos tal como se han programado.)	14. Precio de venta diferido (Precio de venta total) (5+12) El costo de su compra. Incluyendo su depósito de \$ 250.7 Igual al No. 8	15. Programa de pagos 180.31 (Cantidad de cada pago)

Vencimiento de los pagos. El primer pago a plazos vence 30 días de la entrega de la mercancía y todos los pagos a plazos subsiguientes vencen el mismo día de cada mes consecutivo hasta que se hayan liquidado totalmente. El cargo financiero comienza a acumularse desde que se efectúa la entrega. Pago anticipado: Si liquida su cuenta totalmente por anticipado, no tendrá que pagar una multa y tendrá derecho al reembolso de una parte del cargo financiero.

Declaro (Declaramos) que toda la información indicada en esta solicitud es correcta a mi (nuestro) mejor saber y entender. Entiendo (entendemos) que ustedes retendrán esta solicitud ya sea que la aprueben o no. Les autorizo (amos).

AVISO AL CLIENTE: 1. No firme este acuerdo si contiene algún espacio en blanco. 2. Usted tiene derecho a recibir una copia totalmente completada de este acuerdo. 3. USTED, EL CLIENTE, PUEDE CANCELAR ESTA TRANSACCION EN CUALQUIER MOMENTO ANTES DE LA MEDIANOCHE, DEL TERCER DIA HABIL DESPUES DE LA FECHA DE ESTA TRANSACCION. PARA MAYOR EXPLICACION DE ESTE DERECHO, REFIERASE AL AVISO DE CANCELACION ADJUNTO. He (mos) leído este contrato y por este medio acuso (acusamos) recibo de 2 copias completas del mismo y 2 notas de aviso de cancelación separables.

Nombre del Vendedor **Martha Sanabria N-130**

Dirección **12601 8th Ave W. 380 S.W. Cedar Hill, WA**

Everett Wa. 98204

Teléfono **(503) 844-9900**

Firma del Cliente **Efrain Ruiz** Fecha **4-7-2004**

Cónyuge o Garante **Ma. de Jesús Huerta** Fecha **4-7-2004**

EN CASO DE CHEQUE DEVUELTO POR FONDOS INSUFICIENTES SE LA HARA UN CARGO DE 10 DOLLS POR CHEQUE

POR MEDIO DE MI FIRMA CANCELO ESTA TRANSACCION

Fecha **04/14/04**

BLANCO - COMPAÑIA ORO - GERENTE AMARILLO - VENDEDOR ROSA - CLIENTE



25172 (O-X)

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CONTRATO DE VENTA

OX-10057

P.O. BOX 91005 PORTLAND, OR 97291

Form with fields: Nombre y apellido del Cliente (Apolinar Mendez), No. Teléfono (360) 225-7927, Dirección (1339 CAPLES RD), Fecha de Entrega Aproximada (9-16-04), Ciudad (WOODLAND), Estado (Wa.), Código Postal (98674), No. de Cuenta

Equipment selection section with checkboxes for Equipo No. 1, 2, and 3, listing various kitchen items like Utensilios, Sartenes, and Coladores.

Price breakdown table with 9 rows: 1. Precio de Venta (1499.00), 2. Manejo y Flete (69.00), 3. Total (1+2) (1568.00), 4. Impuesto de Venta (120.00), 5. Precio total en efectivo (3+4) (1688.00), 6. Depósito en efectivo (200.00), 7. Pago contra entrega (100.00), 8. Total depósito en efectivo (6+7) (300.00), 9. Saldo Pagadero (5-8) (1388.00)

Payment method section: MARQUE LA CASILLA QUE CORRESPONDA (MARQUE UNA SOLAMENTE). Includes checkboxes for DEPOSITO AUTOMATICO, VISA, MASTER CARD, and Tarjeta No. fields.

FECHA PARA SUS PAGOS (MARQUE UNO) 1ero 5to 10mo. 15vo. EMPEZANDO CON EL MES DE: 10-16-04

MERCANCIA ADICIONAL table with 1 row: 1 VAPONOS 30 QTS -

Summary table with 6 columns: 10. TASA DE PORCENTAJE ANUAL (21.64%), 11. Cantidad financiada (1388.00), 12. CARGO FINANCIERO (249.84), 13. Total de pagos (1637.84), 14. Precio de venta diferido (1937.84), 15. Programa de pagos (18 No. de pagos, 90.99)

Vencimiento de los pagos. El primer pago a plazos vence 30 días de la entrega de la mercancía y todos los pagos a plazos subsiguientes vencen el mismo día de cada mes consecutivo hasta que se hayan liquidado totalmente.

Declari (Declaramos) que toda la información indicada en esta solicitud es correcta a mí (nuestro) mejor saber y entender. Entiendo (entendemos) que ustedes retendrán esta solicitud ya sea que la apauben o no.

AVISO AL CLIENTE: 1. No firme este acuerdo si contiene algún espacio en blanco. 2. Usted tiene derecho a recibir una copia totalmente completada de este acuerdo. 3. USTED, EL CLIENTE, PUEDE CANCELAR ESTA TRANSACCION EN CUALQUIER MOMENTO ANTES DE LA MEDIANOCHE, DEL TERCER DIA HABIL DESPUES DE LA FECHA DE ESTA TRANSACCION.

Seller information: Nombre del Vendedor (ISABEL LOPEZ N-223), Dirección (3800 SW CEDAR HILLS), Teléfono (503) 644-9900

Buyer information: Xx Apolinar Mendez, 8-31-2004, Cónyuge o Garante

INSETE FECHA DEL TERCER DIA HABIL DESPUES DE LA FECHA DE ESTA TRANSACCION. 090304

EN CASO DE CHEQUE DEVUELTO POR FONDOS INSUFICIENTES SE LA HARA UN CARGO DE 10 DLLS POR CHEQUE. POR MEDIO DE MI FIRMA CANCELO ESTA TRANSACCION

EXHIBIT “D”



EXHIBIT “E”



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List At: OR to record: **Record 9 out of 22**

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Word Mark NUTRI LIFE INTERNATIONAL

Goods and Services (ABANDONED) IC 021. US 002 013 023 029 030 033 040 050. G & S: STAINLESS STEEL COOKWARE AND WATER FILTERS. FIRST USE: 20021028. FIRST USE IN COMMERCE: 20021210

Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

Design Search Code 01.07.07 - Astronomic orbits; Globes with rings or orbits
26.17.13 - Letters or words underlined and/or overlined by one or more strokes or lines; Overlined words or letters; Underlined words or letters

Serial Number 78599585

Filing Date March 31, 2005

Current Basis 1A

Original Filing Basis 1A

Owner (APPLICANT) NUTRI LIFE INTERNATIONAL CORPORATION OREGON P.O. BOX 91005 PORTLAND OREGON 97291

Attorney of Record RICHARD C. LITMAN

Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "INTERNATIONAL" APART FROM THE MARK AS SHOWN

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator DEAD

Abandonment Date May 2, 2006

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EXHIBIT “F”



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NUTRALIFE

Word Mark	NUTRALIFE
Goods and Services	IC 021. US 002 013 023 029 030 033 040 050. G & S: Cooking strainers; Cookware, namely, pots and pans; Cookware, namely, steamers; Frying pans; Pans; Skillets. FIRST USE: 20081120. FIRST USE IN COMMERCE: 20081120
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	77570255
Filing Date	September 15, 2008
Current Basis	1A
Original Filing Basis	1B
Published for Opposition	February 3, 2009
Registration Number	3815143
Registration Date	July 6, 2010

Owner (REGISTRANT) Foti, Andrew Bert INDIVIDUAL UNITED STATES Bda. Buena Vista, 167 Quisqueya Street San Juan PUERTO RICO 00917

Attorney of Record Antonio Escudero Viera

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator LIVE

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EXHIBIT “G”

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

NutriLife International, Inc.

Petitioner

v.

Andrew Bert Foti

Respondent.

Petition to Cancel

Trademark Registration No. 3,815,143

For the Mark: NUTRALIFE

Date Registered: 6 July, 2010

**RESPONDENT'S ANSWERS TO PETITIONER'S FIRST SET OF
REQUESTS FOR ADMISSIONS**

To: NutriLife International, Inc.
C/o: David H. Madden
Mersenne Law, LLC
1500 S.W. First Avenue
Suite 1170
Portland, Oregon 97201 US

From: Andrew Bert Foti
C/o: Roberto C. Quiñones
Isabel Torres Sastre
McConnell Valdés LLC
P.O. Box 364225
San Juan, PR 00936-4225

Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure, Respondent hereby provides his responses and objections to Petitioner's First Set of Requests for Admissions.

**I.
RESPONSES TO REQUESTS FOR ADMISSIONS**

REQUEST NO. 1

Admit that the NUTRALIFE mark has been registered for less than five (5) years.

RESPONSE

It is admitted.

REQUEST NO. 2

Admit that you made no commercial use of the NUTRALIFE mark before 20 November 2008.

RESPONSE

It is admitted.

REQUEST NO. 3

Admit that you made no commercial use of the NUTRALIFE mark before 31 March 2005.

RESPONSE

It is admitted.

REQUEST NO. 4

Admit that you made no commercial use of the NUTRALIFE mark before 28 October 2002.

RESPONSE

It is admitted.

REQUEST NO. 5

Admit that you have made no commercial use of the NUTRALIFE mark in Oregon.

RESPONSE

It is admitted.

REQUEST NO. 6

Admit that you have made no continuous, commercial use of the NUTRALIFE mark outside of Puerto Rico.

RESPONSE

It is denied.

WE HEREBY CERTIFY that on this same date we served these Answers to Interrogatories upon Petitioner's counsel by electronic mail and certified mail.

In San Juan, Puerto Rico, this 19th day of November, 2013.

McCONNELL VALDÉS LLC
Attorneys for Andrew Bert Foti
270 Muñoz Rivera Avenue
Hato Rey, Puerto Rico 00918
P.O. Box 364225
San Juan, Puerto Rico 00936-4225
Tel: (787) 250-2631
Fax: (787) 474-9207

s/ Roberto C. Quiñones-Rivera
Roberto C. Quiñones-Rivera
rcq@mvpr.com

s/ Isabel Torres Sastre
Isabel Torres Sastre
its@mcvpr.com

EXHIBIT “H”

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

NutriLife International, Inc.	)	PETITION TO CANCEL
)	
Petitioner	)	Trademark Registration No. <u>3,815,143</u>
<i>v.</i>	)	For the mark: <u>NUTRALIFE</u>
Andrew Bert FOTI,	)	Date registered: <u>6 July 2010</u>
)	
Respondent)	

NutriLife International, Inc. is an Oregon corporation having a principal place of business address at 207 S.E. Oak Street, 2F, Hillsboro, Oregon 97123.

To the best of Petitioner’s knowledge, respondent Andrew Bert FOTI is an individual residing in Puerto Rico, who uses the NUTRALIFE mark in connection with activities of International Home Products, Inc., a Puerto Rican corporation having a business address at Avenida Quisquella #167, San Juan, Puerto Rico 00919.

Petitioner believes it is damaged by the above-identified registration, and hereby petitions to cancel the same. The grounds for cancellation are:

- 1) Petitioner has conducted its business and engaged in interstate commerce using the NUTRI LIFE INTERNATIONAL name and marks since at least as early as 28 October 2002.
- 2) Petitioner first sought registration of its mark in an application filed 31 March 2005 (serial number 78/599,585). No similar registered or pending marks that would have barred registration at that time were found. However, the application became abandoned on 2 May 2006 for failure to respond to an Office Action.

- 3) Petitioner filed new applications for registration of its marks on 21 September 2011 (applications 85/428,504 for NUTRI LIFE INTERNATIONAL and 85/428,546 for NUTRI LIFE INTERNATIONAL design). These applications were refused in view of the registration at issue in this action.
- 4) Respondent did not apply to register his mark until 15 September 2008.
- 5) Respondent's Statement of Use, filed 27 October 2009, alleged first use of Respondent's mark on 20 November 2008.
- 6) Petitioner's use of its marks pre-dates Respondent's alleged use of his mark by more than six (6) years.
- 7) If, as the trademark examining attorney contends, Petitioner's mark so resembles Respondent's mark as to be likely, when applied to the goods and/or services of the Petitioner, to cause confusion; then Respondent's use of its mark must be equally likely to cause confusion among Petitioner's customers and the public. Consequently, Respondent's registration should be cancelled because Petitioner has priority of use with respect to the mark and for those goods and/or services.

For the foregoing reasons, Petitioner respectfully requests that the Trademark Trial and Appeal Board enter its decision to **CANCEL** Respondent's registration no. 3,815,143.

Respectfully submitted,
MERSENNE LAW, LLC

Dated: 19 February, 2013

David H. Madden
Attorney at Law
1500 S.W. First Avenue
Suite 1170
Portland, Oregon 97201 US

Attorney for Petitioner

EXHIBIT “I”

ESTTA Tracking number: **ESTTA569968**

Filing date: **11/08/2013**

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

Proceeding	92056801
Party	Defendant Andrew Bert Foti
Correspondence Address	ISABEL TORRES SASTRE MCCONNELL VALDES LLC PO BOX 364225, SAN JUAN, PR 00936-4225 UNITED STATES its@mcvpr.com, aev@mcvpr.com, rcq@mcvpr.com
Submission	Motion to Amend/Amended Answer or Counterclaim
Filer's Name	Isabel Torres Sastre
Filer's e-mail	its@mcvpr.com, rcq@mcvpr.com, aev@mcvpr.com
Signature	/s/Isabel Torres Sastre
Date	11/08/2013
Attachments	Amended Answer to Petition to Cancel.pdf(133160 bytes)

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

NutriLife International, Inc.

Petitioner

v.

Andrew Bert Foti

Respondent.

Petition to Cancel

Cancellation No. 92056801

Trademark Registration No. 3,815,143

For the Mark: NUTRALIFE

Date Registered: 6 July, 2010

RESPONDENT'S AMENDED ANSWER TO "PETITION TO CANCEL"

Andrew Bert Foti ("Mr. Foti") is an individual with business address at Bda. Buena Vista, 167 Quisqueya Street, San Juan, Puerto Rico 00917. Mr. Foti is the owner of all right, title, and interest in and to the NUTRALIFE mark, which mark is registered in the U.S. Patent and Trademark Office ("USPTO") in Class 21.

1. The allegations contained in paragraph 1 of the Petition to Cancel do not refer to Mr. Foti and, thus, do not require a response. If a response is required, Mr. Foti denies the allegations contained in this paragraph as he lacks sufficient knowledge and information to form an opinion on the veracity of the allegations.

2. Mr. Foti admits the allegations contained in paragraph 2 of the Petition to Cancel. Mr. Foti affirmatively alleges that the Office Action raised several issues as to Petitioner's identification of goods or services in the application, which were not addressed by Petitioner and, thus, the application became abandoned.

3. Mr. Foti admits the allegations contained in paragraph 3 of the Petition to Cancel.

4. Mr. Foti admits the allegations contained in paragraph 4 of the Petition to Cancel.

5. Mr. Foti admits the allegations contained in paragraph 5 of the Petition to Cancel.

6. Mr. Foti denies the allegations contained in paragraph 6 of the Petition to Cancel as he lacks sufficient knowledge and information to form an opinion on the veracity of the allegations regarding Petitioner's alleged date of first use.

7. The allegations contained in the first sentence of paragraph 7 of the Petition to Cancel constitute legal conclusions and, thus, do not require a response. If a response to the allegations in the first sentence of this paragraph is required, they are denied. The second sentence of paragraph 7 of the Petition to Cancel is denied.

Affirmative Defenses

8. Since at least as early as 2008, Mr. Foti has used the NUTRALIFE mark continuously in interstate, territorial, and international commerce in connection with the sale and marketing of International Home Product, Inc.'s goods, namely, cookware, pots and pans, steamers, frying pans, skilletts, and cooking strainers. Mr. Foti's use of the NUTRALIFE mark in commerce includes sales in Puerto Rico, Florida, California, Texas, Wisconsin, Panama, Mexico, and Dominican Republic, among other geographic areas.

9. The NUTRALIFE registration is valid, subsisting, and in full force and effect, and constitutes prima facie evidence of the validity of the mark and of Mr. Foti's exclusive right to use it on and in connection with his goods.

10. The NUTRALIFE registration is proof of the inherent distinctiveness of the NUTRALIFE mark.

11. Petitioner's request is unsupported and contrary to well-settled federal trademark law, which rewards those who first seek federal registration.

12. Mr. Foti is entitled to exclusive use of the NUTRALIFE mark throughout the territory covered by the Lanham Act because he was the first to register the mark before the USPTO and his registration is valid, subsisting, and in full force and effect.

WHEREFORE, Mr. Foti requests that the Petition to Cancel be denied.

I hereby certify that this Amended Answer to “Petition to Cancel” is being transmitted via the Electronic System for Trademark Trials and Appeals (ESTTA) on the PTOnet to the United States Patent and Trademark Office on the date shown below and that an exact copy is being noticed to all counsel of record.

Respectfully submitted.

Dated: November 8, 2013

McCONNELL VALDÉS LLC
Attorneys for Andrew Bert Foti
P.O. Box 364225
San Juan, PR 00936-4225
Tel. (787) 250-5625
Fax: (787) 759-2710

By: s/Antonio Escudero-Viera/
Antonio Escudero-Viera
Email: aev@mcvpr.com

By: s/Roberto C. Quiñones-Rivera/
Roberto C. Quiñones-Rivera
Email: rcq@mcvpr.com

By: s/Isabel Torres Sastre/
Isabel Torres Sastre
Email: its@mcvpr.com

EXHIBIT “J”

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

NutriLife International, Inc.

Petitioner

v.

Andrew Bert Foti

Respondent.

Petition to Cancel

Trademark Registration No. 3,815,143

For the Mark: NUTRALIFE

Date Registered: 6 July, 2010

**RESPONDENT'S ANSWERS AND OBJECTIONS TO
PETITIONER'S FIRST SET OF INTERROGATORIES**

To: NutriLife International, Inc.
C/o: David H. Madden
Mersenne Law, LLC
1500 S.W. First Avenue
Suite 1170
Portland, Oregon 97201 US

From: Andrew Bert Foti
C/o: Roberto C. Quiñones
Isabel Torres Sastre
McConnell Valdés LLC
P.O. Box 364225
San Juan, PR 00936-4225

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, Respondent hereby provides his responses and objections to Petitioner's First Set of Interrogatories.

GENERAL OBJECTIONS

1. Respondent objects generally to Petitioner's interrogatories to the extent that they seek to impose upon Respondent obligations that are beyond those prescribed by the Federal Rules of Civil Procedure.

2. Respondent objects generally to Petitioner's interrogatories to the extent that they seek proprietary, confidential, or commercially sensitive information.

3. Respondent objects generally to Petitioner's interrogatories to the extent that they seek information that is protected by the attorney-client privilege, the work-product doctrine or any other privilege conferred by law.

4. Respondent object to Petitioner's interrogatories to the extent that they are overly broad and unduly burdensome, seek information that is not relevant to any of the subject matters of this litigation, and are not reasonably calculated to lead to the discovery of admissible evidence.

5. Respondent objects to Petitioner's interrogatories to the extent that they seek material or information during discovery that is more properly the topic of the proposed pretrial order.

6. Respondent objects to Petitioner's interrogatories to the extent they seek information subject to a confidentiality obligation or protective order involving a third party and for which the disclosure thereof would violate that confidentiality obligation or order.

7. Respondent objects to Petitioner's interrogatories to the extent that they purport to require Respondent to search for information or documents that are not within his possession, custody, or control.

8. The foregoing general objections should be deemed incorporated by reference into Respondent's response to each of the numbered paragraphs of the interrogatories.

9. These responses are based on the information and documents reasonably available to Respondent at this time, and are submitted without prejudice of the information and/or documents that may be later acquired by Respondent through further investigation and/or discovery. Respondent reserves the right to alter, supplement, amend or otherwise modify these responses.

10. By providing any information in answer or response to these interrogatories, Respondent does not concede the relevance thereof to the subject matter of this litigation.

11. Respondent reserves the right to object to the admissibility of any of the documents and/or information produced in compliance with Petitioner's interrogatories and request for production of documents.

II.
RESPONSES TO INTERROGATORIES

INTERROGATORY NO. 1

Identify the party or entity presently making commercial use of the NUTRALIFE mark.

RESPONSE

The NUTRALIFE mark is presently being used in commerce by Mr. Andrew Bert Foti and his businesses, Health Distillers International, Inc. and International Home Products, Inc. The trademark is also being used in commerce by Lake Industries, Inc. and Mr. Ernesto Martínez d/b/a Nutralife International, who are both distributors of cookware under the NUTRALIFE mark and are authorized by Mr. Foti to use the NUTRALIFE mark in commerce.

Health Distillers International, Inc. and International Home Products, Inc. are corporations duly organized under the laws of the Commonwealth of Puerto Rico. Their resident agent for service of process in Puerto Rico is Mr. Foti and their principal place of business is located at 167 Quisqueya Street, San Juan, Puerto Rico 00917.

Lake Industries, Inc. has its principal place of business at 7735 Commercial Way Ste. 100, Henderson, Nevada 89011.

Mr. Ernesto Martínez d/b/a Nutralife International has his principal place of business at 2471 Autumnvale Dr., Suite D, San Jose, California 95131-1840.

INTERROGATORY NO. 2

If the party or entity identified in response to Interrogatory 1 is not Respondent FOTI, describe all documents evidencing the party or entity's right to use the NUTRALIFE mark.

RESPONSE

Not applicable.

INTERROGATORY NO. 3

Identify all “documents regarding NUTRALIFE’S longstanding and continuous use of the mark NUTRALIFE,” referred to in Respondent’s initial disclosures of 31 May 2013.

RESPONSE

The documents that relate to the longstanding and continuous use of the NUTRALIFE mark are orders, invoices and/or invoice reports of sales of products bearing the NUTRALIFE mark, as well as advertising and promotional material of products bearing the NUTRALIFE mark. Copies of these documents are being produced with Respondent’s answers to Petitioner’s Request for Production of Documents.

INTERROGATORY NO. 4

For each U.S. state and the Commonwealth of Puerto Rico, state the earliest date on which you allege that commercial activity under the NUTRALIFE mark occurred in that location.

RESPONSE

1. Puerto Rico: August 2009
2. Florida: September 2009
3. Panama: April 2010
4. California: March 2011
5. Dominican Republic: July 2011

INTERROGATORY NO. 5

For each date listed in response to Interrogatory 4, identify any documents that show that date and location. If no such documents exist, so state.

RESPONSE

1. Puerto Rico: Invoice Number 00194168 from Lake Industries to Health Distillers International, 167 Quisqueya Ave., Hato Rey, PR 00917-2301.
2. Florida: Invoice from Lake Industries to Lifetime of Florida, 1913 W Sand Lake Rd., Orlando, FL 32809-7631

3. Panama: Invoice Number 2010-1 to Microbyte, S.A., Panama City, Panama
4. California: Invoice Number 0221151 from Lake Industries to Nutralife International- Ernesto Martínez.
5. Dominican Republic: Invoice Number 00226815 from Lake Industries to Milton Portes, Apartamentos Barlovento #1-2-B, Bavaro, Prov. Altagracia, Dominican Republic.

INTERROGATORY NO. 6

For each U.S. state and the Commonwealth of Puerto Rico listed in response to Interrogatory 4, state the most recent date on which you allege that commercial activity under the NUTRALIFE mark occurred in that location.

RESPONSE

1. Puerto Rico: November 13, 2013
2. Florida: April 2010
3. Panama: April 2010
4. California: December 2011
5. Dominican Republic: July 2011

INTERROGATORY NO. 7

For each date listed in response to Interrogatory 6, identify any documents that show that date and location. If no such documents exist, so state.

RESPONSE

1. Puerto Rico: Invoice Reports
2. Florida: Invoice Number 00204575 from Lake Industries to Lifetime of Florida, 1913 W Sand Lake Rd., Orlando, FL 32809-7631.
3. Panama: see Response to Interrogatory No. 5 (3).
6. California: Invoice Number 00233626 from Lake Industries to Nutralife International- Ernesto Martínez.
4. Dominican Republic: see Response to Interrogatory No. 5 (4).

INTERROGATORY NO. 8

For each U.S. state and the Commonwealth of Puerto Rico not listed in response to Interrogatory 4, describe your basis for claiming commercial activity under the NUTRALIFE mark in that location. If you do not claim commercial activity under the NUTRALIFE mark in a location, so state.

RESPONSE

The products sold under the NUTRALIFE mark are available for purchase by customers from any state. Additionally, Mr. Foti has been expanding commercial activity under the NUTRALIFE mark throughout the United States and Latin America. Mr. Foti's business plans include continued expansion of the business activities he conducts under the NUTRALIFE mark.

INTERROGATORY NO. 9

For each U.S. state and the Commonwealth of Puerto Rico not listed in response to Interrogatory 4, identify any documents that support your claim of commercial activity under the NUTRALIFE mark in that location. If no such documents exist, so state.

RESPONSE

No such documents exist.

INTERROGATORY NO. 10

Describe any use of the NUTRALIFE mark in any location worldwide before 20 November 2008.

RESPONSE

None.

INTERROGATORY NO. 11

Describe any documents evidencing any use of the NUTRALIFE mark in any location worldwide before 20 November 2008.

RESPONSE

No such documents exist.

INTERROGATORY NO. 12

List all goods and services currently being offered commercially under the NUTRALIFE mark.

RESPONSE

Six, nine, ten, and nineteen piece cookware sets are sold under the NUTRALIFE mark. These sets include a variety of saucepans, stockpots, skillets, steamers, boilers, and casseroles with their corresponding covers. Brochures that list these items are being produced with Respondent's answers to Petitioner's Request for Production of Documents.

INTERROGATORY NO. 13

List all goods and services that have been offered commercially under the NUTRALIFE mark between the earliest date in your response to Interrogatory 4 and the present time.

RESPONSE

See Response to Interrogatory No. 12.

INTERROGATORY NO. 14

For each good and service listed in your response to Interrogatory 13 that is not listed in your response to Interrogatory 12, state the most recent date that the good or service was offered commercially under the NUTRALIFE mark.

RESPONSE

1. 6-piece Set: 11/8/2013
2. 9-piece Set: 11/13/2013
3. 10-piece Set: 11/8/2013
4. 19-piece Set: 11/8/2013

WE HEREBY CERTIFY that on this same date we served these Answers to Interrogatories upon Petitioner's counsel by electronic mail and certified mail.

In San Juan, Puerto Rico, this 19th day of November, 2013.

McCONNELL VALDÉS LLC
Attorneys for Andrew Bert Foti
270 Muñoz Rivera Avenue
Hato Rey, Puerto Rico 00918
P.O. Box 364225
San Juan, Puerto Rico 00936-4225
Tel: (787) 250-2631
Fax: (787) 474-9207

s/ Roberto C. Quiñones-Rivera
Roberto C. Quiñones-Rivera
rcq@mvpr.com

s/ Isabel Torres Sastre
Isabel Torres Sastre
its@mcvpr.com

EXHIBIT “K”

UNITED STATES PATENT AND TRADEMARK OFFICE
Trademark Trial and Appeal Board
P.O. Box 1451
Alexandria, VA 22313-1451

RK

Mailed: October 16, 2013

Cancellation No. **92056801**

NutriLife International, Inc.

v.

Andrew Bert Foti

Yong Oh (Richard) Kim, Interlocutory Attorney:

On October 10, 2013, the Board held a telephone conference with counsel for each party to discuss the parties' stipulation (filed July 23, 2013) to proceed under the Board's Accelerated Case Resolution ("ACR") procedure. David Madden, Esq., of Mersenne Law LLC appeared on behalf of petitioner and Isabel Torres-Sastre, Esq., of McConnell Valdes LLC appeared on behalf of respondent. The above signed Board attorney participated in the conference.

By way of background, on February 19, 2013, petitioner served and filed a petition to cancel respondent's Registration No. 3815143¹ on the ground of priority and likelihood of confusion. Petitioner has pleaded common law

¹ For NUTRALIFE in standard characters for "cooking strainers; cookware, namely, pots and pans; cookware, namely, steamers; frying pans; pans; skillets" in International Class 21 based on an underlying application filed on September 15, 2008, and asserting a date of first use anywhere and in commerce of November 20, 2008.

use of NUTRI LIFE INTERNATIONAL without and with a design as shown in its application Serial Nos. 85428504² and 85428546³ which have been refused registration based on the involved registration and currently suspended pending disposition of this cancellation proceeding.

As a preliminary matter, the Board noted that the putative "answer" filed by respondent on April 1, 2013, is argumentative and more in the nature of a brief on the case than a responsive pleading to the petition to cancel. As such, it does not comply with Rule 8(b) of the Federal Rules of Civil Procedure, made applicable to this proceeding by Trademark Rule 2.116(a). Accordingly, the Board ordered respondent to serve and file an amended answer that comports with the requirements of Fed. R. Civ. P. 8(b) no later than November 8, 2013.

The Board then requested a status of discovery taken thus far to which the parties responded that only initial disclosures have been served by the parties and that based

² Filed September 21, 2011, for "cookware, namely, stainless-steel skillets, saucepans, stock pots, griddles and slicers" in International Class 21 and "retail services by direct solicitation by sales agents in the field of cookware and water filtration products" in International Class 35, and asserting a date of first use anywhere and in commerce of October 7, 2002. INTERNATIONAL has been disclaimed.

³ Filed September 21, 2011, for "retail services by direct solicitation by sales agents in the field of cookware and water filtration products" in International Class 35, and asserting a date of first use anywhere and in commerce of October 7, 2002. INTERNATIONAL has been disclaimed.

thereon, the parties determined that they may benefit from the efficiencies afforded by the ACR procedure.

During the conference, the Board and the parties discussed petitioner's claim and determined that this proceeding turns on the question of priority. As such, the parties stipulated that there is a likelihood of confusion between their marks and that discovery would be limited to the issue of priority of use. The parties further stipulated to limit the methods of discovery to interrogatories, document requests and requests for admissions and agreed to forego discovery depositions. Petitioner, noting that it would be amenable to a concurrent use of the marks, agreed to stipulate that respondent has priority of use in Puerto Rico.

In view of these stipulations, the Board determined that this proceeding would benefit from the savings in time and expense afforded by the ACR procedure and granted the parties' request to proceed under ACR. After some discussion and guidance from the Board, the parties agreed to proceed under the cross-summary judgment model and agreed to treat the briefs and accompanying evidence as the final briefs and records in this proceeding. *See, e.g., Freeman v. National Association of Realtors*, 64 USPQ2d 1700 (TTAB 2002); *Miller Brewing Co. v. Coy Int'l Corp.*, 230 USPQ 675 (TTAB 1986). In furtherance thereof, the parties stipulated

that the Board may resolve any genuine disputes of material fact that may be presented by the record or which may be discovered by the panel considering the case at final hearing.

The parties declined to agree to any further stipulations, whether factual or procedural, at this time but agreed to revisit the question of additional stipulations upon completion of discovery. In that regard, the parties agreed to propound their respective discovery requests by October 18, 2013, with responses due in accordance with Trademark Rule 2.120.

As to the briefing schedule, the parties chose to brief their respective positions serially rather than concurrently, beginning with petitioner's motion for summary judgment. In view thereof, this case will proceed under the following schedule:

Deadline to Propound Discovery	10/18/2013
Amended Answer Due	11/8/2013
Petitioner's ACR Motion Due	12/20/2013
Respondent's Response and Cross-Motion Due	1/19/2014
Petitioner's Reply and Response to Cross-Motion Due	2/18/2014
Respondent's Reply Due	3/5/2014

The Board will render a final decision in accordance with the evidentiary burden at trial, that is, by a preponderance of the evidence. *Cf., Gasser Chair Co., Inc. v. Infanti Chair Mfg Corp.*, 60 F.3d 770, 34 USPQ2d 1822,

Cancellation No. 92056801

1824 (Fed. Cir. 1995) (in addition to proving elements of claim by preponderance of the evidence, a party moving for summary judgment must also establish no genuine issue of material fact as to those elements). The Board will endeavor to issue a decision on the merits within fifty days of completion of briefing and, as noted during the conference, the decision will be judicially reviewable under Trademark Rule 2.145.

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