ESTTA Tracking number: **ESTTA634596**
Filing date: **10/22/2014**

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

Proceeding	92057023
Party	Plaintiff LuckyU Enterprises, Inc., dba Giovanni's Original White Shrimp Truck
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Date	10/22/2014
Attachments	2014.09.17 Troy Nitsche (Transcript).pdf(2441495 bytes) 2014.09.17 Troy Nitsche (Depo. Index).pdf(1040704 bytes) 2014.09.17 .Troy Nitsche.Ex001.pdf(60609 bytes) 2014.09.17 .Troy Nitsche.Ex002.pdf(52982 bytes) 2014.09.17 .Troy Nitsche.Ex003.pdf(220559 bytes) 2014.09.17 .Troy Nitsche.Ex004.pdf(1129114 bytes) 2014.09.17 .Troy Nitsche.Ex005.pdf(1769536 bytes) 2014.09.17 .Troy Nitsche.Ex006.pdf(112468 bytes) 2014.09.17 .Troy Nitsche.Ex008.pdf(3333360 bytes) 2014.09.17 .Troy Nitsche.Ex009.pdf(145199 bytes) 2014.09.17 .Troy Nitsche.Ex010.pdf(307691 bytes) 2014.09.17 .Troy Nitsche.Ex011.pdf(204248 bytes) 2014.09.17 .Troy Nitsche.Ex012.pdf(849430 bytes) 2014.09.17 .Troy Nitsche.Ex013.pdf(1733249 bytes) 2014.09.17 .Troy Nitsche.Ex014.pdf(1130628 bytes) 2014.09.17 .Troy Nitsche.Ex015.pdf(330791 bytes) 2014.09.17 .Troy Nitsche.Ex016.pdf(175469 bytes) 2014.10,22 CERTIFICATE OF SERVICE TROY NITSCHE.pdf(6870 bytes) 2014.10.22 Stipulation re Troy Nitsche Dep. Transcript.pdf(50593 bytes) 2014.09.17 .Troy Nitsche.Ex007a.pdf(4182316 bytes) 2014.09.17 .Troy Nitsche.Ex007b.pdf(4045023 bytes)

1 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

2 BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

3 In the matter of Trademark Trial and Appeal Board
Cancellation No. 92057023
4 Marks: GIOVANNI'S ALOHA FOODS
GIOVANNI'S SCAMPI MARINADE
5 GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK
GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE
6

LUCKYU ENTERPRISES, INC.,	)	
7 DBA, GIOVANNI'S ORIGINAL	)	
WHITE SHRIMP TRUCK,	)	
8	)	
Petitioner,	)	
9	)	
Vs.	)	Cancellation No. 92057023
10	)	
JOHN "GIOVANNI" ARAGONA,	)	
11	)	
Respondent.	)	Trade Secret/Commercially
12	)	Sensitive

13

14 DEPOSITION OF TROY NITSCHE

15

16 Taken on behalf of the Petitioner, LuckyU Enterprises,
17 Inc., dba Giovanni's Original White Shrimp Truck, at
18 Ralph Rosenberg Court Reporters, Inc., American Savings
19 Bank Tower, 1001 Bishop Street, Suite 2460, Honolulu,
20 Hawaii, commencing at 10:48 a.m. on Wednesday, September
21 17, 2014, pursuant to Notice.

22

23 BEFORE: ROBERT K. BALIAN, RPR, CRR, CSR No. 463

24

25

1 APPEARANCES:

2

3 For Petitioner, LuckyU Enterprises, Inc., dba Giovanni's

4 Original White Shrimp Truck:

5

6 JENNIFER FRASER, ESQ.

7 1875 I Street, NW, 11th Floor

8 Washington, DC. 20006

9

10 For the Respondent, John "Giovanni" Aragona:

11

12 JAMIE PITTS, ESQ. (Via Telephonically.)

13 3340 Wood Thrush Drive, Suite 341

14 Punta Gorda, Florida 33950

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1 TROY NITSCHE,

2 called as a witness at the instance of the Petitioner,

3 being first duly sworn to tell the truth, the whole

4 truth and nothing but the truth, was examined and

5 deposed as follows:

6 THE WITNESS: Troy Nitsche, N I T, S as in Sam, C H E.

7 MS. FRASER: Okay. Jennifer Fraser of Novak, Druce,

8 Connolly, Bove and Quigg on behalf of petitioner, LuckyU

9 Enterprises.

10 Counselor, did you want to identify yourself?

11 MS. PITTS: I'm sorry. Were you talking to me? Jamie

12 Pitts. I'm sorry.

13 EXAMINATION

14 BY MS. FRASER:

15 Q. Good morning, Mr. Nitsche.

16 A. Good morning.

17 Q. As you know, we are here for your testimony

18 deposition before the Trademark Trial and Appeal Board

19 for the proceeding between LuckyU Enterprises, Inc.

20 Doing business as Giovanni's Original White Shrimp Truck

21 and John Giovanni Aragona regarding the registration of

22 four trademarks. I'm going to ask you a series of

23 questions regarding this matter. Please listen to my

24 questions carefully. If you do not understand the

25 question, please let me know, and I would be happy to

1 rephrase it. The court reporter is here to take down
2 everything you say, but he can only transcribe what you
3 say verbally. So if you could please give a verbal
4 answer rather than a head shake or a nod, that helps him
5 make sure he takes down your testimony perfectly.
6 A. I understand.
7 Q. If at any point today during the deposition
8 you need a break, please let us know, and we can take a
9 break.
10 I would like to remind you that your testimony
11 is under oath. So we request that you answer fully and
12 truthfully. Is there anything to prevent you from
13 testifying truthfully and accurately today?
14 A. No.
15 Q. We would like to go ahead and designate the
16 transcript as Trade Secret/Commercially Sensitive under
17 the protective order.
18 Mr. Nitsche, please tell us your full name and
19 business address?
20 A. My name is Troy Edwin Nitsche. E D W I N, and
21 business address is 56-505 Kamehameha Highway, Kahuku,
22 Hawaii 96731.
23 (Whereupon, Deposition Exhibit 1 was marked.)
24 MS. FRASER:
25 Q. Mr. Nitsche, I'm handing you what has been

1 marked as Exhibit 1. It is the Amended Petitioner's
2 Notice of Testimony Deposition of Tory Nitsche.
3 Are you appearing here today pursuant to this
4 deposition notice?
5 A. Yes.
6 Q. Where do you currently work?
7 A. I am the majority owner and president of
8 LuckyU Enterprises.
9 Q. What does LuckyU Enterprises do?
10 A. We primarily do business as Giovanni's
11 Original White Shrimp Truck. We sell plate lunch style
12 shrimp plates here in Hawaii.
13 Q. How does LuckyU Enterprises provide shrimp
14 plates here in Hawaii?
15 A. We have two -- two -- apparently two
16 locations. We provide them out of a mobile -- mobile
17 lunch wagon -- out of a mobile lunch wagon and an open
18 air -- open air restaurant atmosphere.
19 Q. Who are the other current owners of LuckyU?
20 A. My mother has a percentage of ownership; my
21 brother has a percentage of ownership; my sister has a
22 percentage of ownership, and my business partner Jim
23 Goodrich has a percentage of ownership. G O O D R I C
24 H.
25 Q. How long have you been an owner of LuckyU

1 Enterprises?
2 A. This year will be -- I'll be a majority owner
3 of LuckyU Enterprises -- LuckyU Enterprises since its
4 inception in 2003, '04? Something -- something like
5 that.
6 Q. When LuckyU was established, who were the
7 owner of LuckyU Enterprises?
8 A. It was myself, my mother, Barbara, and Jim
9 Goodrich.
10 Q. What is Barbara's last name?
11 A. Same as mine, Nitsche.
12 Q. How many employees does LuckyU currently have?
13 A. We usually average about 30 employees at any
14 given time.
15 Q. What responsibilities do you have as owner of
16 LuckyU Enterprises?
17 A. Ultimately, it falls to me to bless most or
18 all of the decisions that the company -- the company
19 makes, dictate the path of direction of the -- of the
20 business and oversee and manage all operations.
21 Q. When you say "oversee and manage," what
22 operations -- what areas does that typically cover?
23 A. Everything from supplies, to production, to
24 customer service, to accounts payable, to media
25 relations, to advertising.

1 Q. What was your position before you became owner
2 of LuckyU Enterprises?
3 A. I was the owner of Nitsche Enterprises.
4 Q. What was Nitsche Enterprises?
5 A. Nitsche Enterprises was a company that I -- I
6 created to purchase Giovanni's Aloha Shrimp.
7 Q. At the time you created Nitsche Enterprises,
8 what was Giovanni's Aloha Shrimp?
9 A. Giovanni's Aloha Shrimp was a small lunch
10 wagon shrimp business on north shore.
11 Q. Under what trademarks does LuckyU do business
12 under?
13 A. We operate under Giovanni's Aloha Shrimp,
14 Giovanni's Shrimp Truck, Giovanni's Original White
15 Shrimp Truck. I believe those are the primary -- those
16 are the primary names we use in our business.
17 Q. Does LuckyU provide the Shrimp Truck services
18 under all of those Giovanni's formative names?
19 A. Yes.
20 Q. And just to clarify, when I said "Food truck
21 services," what do you consider food truck services to
22 be in the way that you provide them?
23 A. It's a lunch wagon -- lunch wagon services.
24 It's a restaurant. Basically, it's a restaurant that
25 operates out of a truck.

1 Q. When was Nitsche Enterprises formed?
2 A. Nitsche Enterprises was formed in 1997.
3 Q. What trademarks did Nitsche Enterprises
4 provide food truck services under?
5 A. Nitsche Enterprises provided under Giovanni's
6 Aloha Shrimp, Giovanni's Original White Shrimp Truck,
7 and I don't know if we were just using Giovanni's Shrimp
8 Truck at the time.
9 I was trying to differentiate myself.
10 Giovanni's Shrimp Truck may have came a little later
11 when people got to know us more. And we didn't need so
12 much. You people just know -- I believe just Giovanni's
13 Shrimp Truck came a little -- a little later. But
14 initially, it was Giovanni's Aloha Shrimp and Giovanni's
15 Original White Shrimp Truck.
16 Q. And to clarify, when did Giovanni's Original
17 White Shrimp Truck come along?
18 A. We made a -- we had to make a new sign, a new
19 sign for the, you know, our marque sign. And it was --
20 I believe it was Jim's idea to incorporate "Original"
21 into the sign to -- because another shrimp truck in the
22 meantime had opened up, not far from where we were. And
23 we wanted to differentiate or -- or call attention to
24 the fact that we were the original shrimp truck.
25 Q. Why are you here today?

1 A. Good question. Wow, wow. I'm -- I'm here to
2 ask for -- I'm here to get the facts across that I --
3 I'm Giovanni's Shrimp. You know, we are here to fight
4 for our trademark, trademark names that I -- I --
5 someone is saying that they deserve that I don't feel
6 that they are entitled to.
7 Q. What food and drink items do you provide under
8 the various Giovanni names that you just mentioned:
9 Giovanni's Original White Shrimp Truck, Giovanni's Aloha
10 Shrimp and Giovanni's Shrimp Truck?
11 A. We primarily serve plate lunch -- plate lunch
12 style shrimp. We have a garlic -- garlic plate shrimp.
13 Do you want me to get into the different kinds? Should
14 I -- does it matter if I get into the different kinds?
15 Just generally?
16 Q. (Nods in the affirmative.)
17 A. Shrimp, shrimp plates, and hot dogs. We also
18 sell macaroni salad. We sell bottled drinks. We don't
19 currently sell it, but we -- we -- we did have a
20 location on the big island for a short time, and we sold
21 -- we sold steak with the shrimp there. We sell rice.
22 And, I mean, we don't -- we don't currently sell it.
23 We own the land now on which the truck sits.
24 So, I mean, we -- we put in other vendors that -- that
25 sell other items around the truck such as corn and

1 smoothies and shave ice and funnel cakes, and you know.
2 Whatever -- whatever we think people might enjoy.
3 Q. Do those other vendors selling corn and shaved
4 ice provide those products under any of the Giovanni
5 names?
6 A. No. No.
7 Q. Where was the location on the big island that
8 you were serving steak?
9 A. Pahoa, P A H O A.
10 Q. Was the steak on Pahoa being offered under any
11 of the Giovanni's names?
12 A. Yes.
13 Q. When was that that you were offering steak on
14 Pahoa under the Giovanni's names?
15 A. I believe we tried Pahoa in -- I guess it's
16 about five -- it's about five years. I want to say it's
17 about five years ago. It could be off on that, but
18 right around there.
19 Q. For the food items you just described such as
20 shrimp plates, macaroni salad, drinks, rice, and hot
21 dogs, have you always sold those items?
22 A. We haven't always sold -- the macaroni salad
23 is a new addition. That -- that -- yeah. That macaroni
24 salad is the only real new addition to the trucks on
25 Oahu.

1 Q. For the trucks on Oahu, how long has Nitsche
2 and LuckyU sold those items under the Giovanni formative
3 trade marks?
4 A. It will be 17 years this year.
5 Q. Other than the macaroni salad, what if any
6 other items have you added to the menu over the years?
7 A. Oh, we started adding a rice -- customers
8 seemed to like when -- when we put the rice over -- I'm
9 sorry -- the garlic over all the rice, on the plate, on
10 the side. I mean, we -- we took it upon ourselves to
11 just add these garlic sprinkles to all the plates and
12 put it on top of the rice as opposed to the customer
13 having to ask for it, or now they have to ask without it
14 if they don't want it. It's our -- what we naturally
15 do.
16 Q. When you say you have added menu items over
17 the years, was the Giovanni's Aloha Shrimp lunch wagon
18 that you purchased providing items such as the macaroni
19 salad and the rice with garlic over it?
20 A. Yes.
21 Q. What do you mean then when you say you added
22 those items?
23 A. They weren't -- they weren't originally sold
24 by John or Connie Aragona at the -- at their lunch
25 wagon. C O N N I E.

1 Q. Who are John and Connie Aragona?
2 A. John and Connie Aragona were the original
3 owners of Giovanni's Aloha Shrimp.
4 Q. Who are your customers generally?
5 A. We -- they -- our general bunch these days,
6 there is -- I mean, we are in Hawaii. We have a lot of
7 -- a lot of visitors from all over the world, all
8 different parts of the world.
9 We have a very strong local following. It's
10 -- it's a real healthy mixture between residents of the
11 island and visitors to the island as well.
12 Q. And I want to clarify.
13 When I say "you," I'm referring to LuckyU or
14 your prior company Nitsche Inc., unless my context
15 indicates I'm referring to you personally; is that
16 okay?
17 A. Sure.
18 Q. How many truck locations do you currently
19 have?
20 A. Currently, we have two.
21 Q. Where are your food trucks located?
22 A. One is located at our business address in
23 Kahuku, and the other is located about a half hour away
24 in a little beach community of Haleiwa.
25 Q. How do you attract customers to your shrimp

1 trucks?

2 A. We -- we, you know, we have been lucky with a

3 lot of the word of mouth. We've also been proactive in

4 getting the name out there. We started doing targeted

5 advertising a while back that seemed to have paid off.

6 We are right now just kind of getting into and

7 tapping the internet -- the internet mystery, the

8 mysteries of the internet.

9 Q. When you say targeted adds, what does that

10 include?

11 A. It includes a lot of high visibility, widely

12 distributed visitor publications in the Waikiki,

13 Honolulu area, and print adds, video -- video adds. We

14 run an add on a hotel channel that runs, you know, a

15 number of times a day. I think it's 16 times a day on

16 the host of, you know, a group of hotels that subscribe

17 to this hotel channel, one of the channels on the

18 television people watch, and they see a little 30 second

19 commercial basically for -- for Giovanni's Shrimp up on

20 the north shore.

21 Q. When you say "visitor publications," what kind

22 of publications do those include for your

23 advertisements?

24 A. We do a Spotlight Hawaii. We do Oahu Gold.

25 We've done 101 Things To Do On Oahu. We do a Japanese

1 language publication. We've done advertisement in
2 conjunction with car rental companies.
3 Q. When you say advertisements in connection with
4 car rental companies, what does that include?
5 A. Primarily, the Oahu Drive Guide. They have --
6 basically, it's just a little informational magazine.
7 It's a free magazine to, you know, rental car customers
8 that just shows them -- gives them maps of the island,
9 shows them prominent places on the island, gives them
10 things to do that they can stop in and see while they
11 might be taking a tour around Oahu.
12 Q. What is the name of the Japanese print
13 advertisement that you run?
14 A. Oh, you've got me.
15 Q. What kind of publication is the Japanese
16 publication that you advertise in?
17 A. It's -- it's a print -- it's a print
18 publication, primarily geared towards Hawaii attractions
19 and things to do in Hawaii.
20 Q. What TV shows, if any, have your food trucks
21 been featured on?
22 A. More than I know of. Honestly, the most
23 prominent one we've been placed on is -- we just had an
24 episode a few years ago, a year or two. I forget the
25 date, but Man Versus Food which is, you know, a national

1 -- nationally televised show on the Food Network which
2 was real nice. We've also been on a couple tangent
3 shows, maybe not featuring the food so much, but
4 featuring the atmosphere, and you know, the location
5 that we've cultivated. We've been on Real Housewives of
6 -- of Orange County. We've been on Ice Loves Cocoa.
7 Actually, the Bay Watch Hawaii. You know the -- the --
8 the Hawaiian gentleman on Bay Watch Hawaii who has a
9 shrimp truck in the show?
10 Q. I don't.
11 A. That is a homage directly to us. We just done
12 doing their -- we just got done doing their premier --
13 premier party down in Waikiki. He actually went out and
14 started his own shrimp truck in real life too.
15 Q. Do any of these TV show episodes featuring the
16 shrimp truck show the Giovanni's name?
17 A. Yeah. Yeah. Most of them do. I mean, we do
18 a number of -- there is all kind of -- we get -- you
19 know, honestly, we get calls like maybe once a month,
20 maybe a little more often than once a month. Someone --
21 a show from Korea wants to film in Haleiwa. We have a
22 lot of filming going on with the truck.
23 Q. How did the shrimp trucks come to be featured
24 on TV shows?
25 A. I think it started by just -- we -- we just

1 gained reputation and gained notoriety and gained, you
2 know, of a consumer respect for having a good dish --
3 operation, and -- and there are, you know, certain
4 people that know about it that are -- there are people
5 whose job it is -- is to act as an intermediary with
6 these companies and with these people looking to do
7 shows based in Hawaii, and they give them
8 recommendations as to where it might be a nice place for
9 them to go visit. And we get a lot of good -- a good
10 feedback and press. And a lot of people are pointed in
11 our direction from these -- from these media tourist
12 agencies downtown.
13 Q. When you say media and tourist agencies might
14 point them in your direction, who are you referring
15 to?
16 A. I think -- I think it's the -- I think it's
17 part of the Hawaii Tourism. I know we don't pay them.
18 I know we've never paid for that services. They just --
19 you know, they just want to help out the people that are
20 filming, and they, you know, think of us.
21 Q. When was the first time the shrimp trucks were
22 first featured on a TV show?
23 A. I believe it was Bay Watch. We were -- the
24 old Bay Watch Hawaii. I remember we had to -- we had to
25 get one of the trucks running and actually -- actually

1 drive it over to the -- drive it over to the park, and
2 then we -- we sat there and filmed in an episode of Bay
3 Watch.
4 That was the first televised publicity that --
5 to my knowledge. That was early on. That was fairly
6 early on too.
7 Q. Do you know approximately when you were
8 featured in Bay Watch?
9 A. It was '99 maybe? I want to say '99, maybe
10 2000? Somewhere around that area.
11 Q. What affect, if any, did the features of the
12 truck on TV shows have on business?
13 A. Our business has increased steadily, and I
14 would say significantly for every year its been in
15 operation.
16 Q. What kinds of online advertising do you do
17 under the various Giovanni's trademarks?
18 A. We do -- we do Yelp. We are featured on Yelp.
19 Oh, I'm sorry. Could you repeat the question?
20 (Record read.)
21 THE WITNESS: Okay. Yeah. We were on Yelp for a while
22 as a -- took advantage of their services. We began a
23 Face Book page for the shrimp truck. Let's see. We
24 have a -- we have our own website. You know, we have
25 our -- the most important one. Well, I don't know with

1 networking and social media. Face Book is pretty
2 important too.
3 Q. What is the company's website address?
4 A. I would actually have to -- is it gio --
5 gioshrimp? Giovanni's -- I need to refer.
6 Q. We'll have some examples later, if that will
7 refresh your memory.
8 A. Okay. Thanks. The website addresses and
9 password. They slip -- slip my mind occasionally.
10 Q. What kinds of signage do you use for the
11 trucks?
12 A. Our -- our main sign is located in -- in
13 Kahuku. It's a giant four by eight plus sheet of white
14 -- white plywood that's on the back of a vehicle. It
15 says Giovanni's Original White Shrimp Truck.
16 Q. What other types of collateral materials do
17 you use that feature the Giovanni's marks?
18 A. We -- one of the first things I -- I did when
19 I bought the business was to create a logo -- create a
20 logo for the business. It's a surfing shrimp,
21 basically a shrimp surfer, and we featured Giovanni's
22 Aloha Shrimp on the banner that encircles that logo.
23 Q. Where does the shrimp surfer logo appear?
24 A. Just about on everything. You know, it's --
25 appears on the truck itself. It appears on our print

1 advertisement. It appears on our business cards. It
2 appears on either -- when we make a donation to a
3 charity, and they want to say, okay, thanks. That's the
4 logo that they -- you know, that they acknowledge us
5 with.
6 Q. Do you make t-shirts that feature the logo?
7 A. T-shirts. T-shirts, merchandising. Yeah.
8 Q. I'm going to hand you what has been marked as
9 Exhibit 2 which bears the document number LuckyU 000204.
10 (Whereupon, Deposition Exhibit 2 was marked.)
11 MS. FRASER:
12 Q. What is Exhibit 2?
13 A. It is an advertise -- advertisement invoice
14 from a Morris Visitor Publications And Network Media.
15 Q. Who is Morris Visitor Publications?
16 A. They -- they are the ones that put together
17 and distribute our hotel channel video.
18 Q. What is the invoice at Exhibit 2 for?
19 A. I guess this is just to -- oh, this is -- it's
20 a purchase -- yeah. It's a purchase order for -- it's a
21 one month bill basically for -- for the -- our video
22 advertisements.
23 Q. When you say "Video advertisements," are these
24 the video advertisements that run on the hotel channels?
25 A. Yes.

1 Q. How often do you receive invoices from Morris
2 Visitor Publications for the TV advertising?
3 A. We use to -- we use to receive them every
4 month. I don't know what -- we are receive currently.
5 I don't know if we still get them every month, or if
6 they have, you know, trust us more. I'm not sure, by
7 now.
8 Q. How often does LuckyU hire Morris Visitor
9 Publications to do television advertisements?
10 A. This is -- this is -- I believe this is the
11 only thing that we currently have with them. I don't --
12 I don't believe that we've ever delved into any other
13 area with that as far as videography or videos go.
14 Q. What kind of frequency does LuckyU have with
15 Morris Visitor Publications running advertisements?
16 A. Yeah. There are spots. It's a -- it's a 30
17 second spot, and it airs eight times a day.
18 Q. How long have you been using Morris Visitor
19 Publications to run TV advertisements?
20 A. A long time. A long time. Again, I would
21 guess early 2000's -- early 2000's. I would have -- I
22 would have to double check. But we -- you know, we've
23 been with them for a while.
24 Q. I am marking document number LuckyU 000131 as
25 Exhibit 3.

1 (Whereupon, Deposition Exhibit 3 was marked.)
2 Q. What is Exhibit 3, Mr. Nitsche?
3 A. Exhibit 3 is a copy of one of the print adds
4 we -- we run in one of the visitor publications. It's
5 our -- our add, and it features our logo in the upper
6 left-hand corner. Giovanni's Aloha Shrimp with the
7 surfing shrimp, and it also features the original white
8 shrimp truck predominantly at the top.
9 Q. What is Spotlights Oahu Gold?
10 A. Spotlights Oahu Gold is a -- again, it's a --
11 I don't want to say it's geared towards -- it's an
12 attraction. It just lists the attractions and things to
13 do and things people might be interested in and have a
14 good time doing while they are in Hawaii, whether they
15 be, you know, visiting or -- or, you know, literally
16 here too, and I pick it up every now and then when I see
17 someone coming in, to see if there is anything new to
18 do.
19 Q. Is this one of the larger tourist guidebooks
20 in Hawaii?
21 A. Yeah. I believe it is. Its been my
22 experience they are one of -- they are one of the most
23 prominently -- prominently placed and most widely
24 distributed publications on the island.
25 (Whereupon, Deposition Exhibit 4 was marked.)

1 MS. FRASER:
2 Q. I'm marking Exhibit 4 which is Petitioner's
3 Responses to Registrant's First Set Of Interrogatories.
4 And Mr. Nitsche, I would like to ask you to look at
5 pages 8 through 9 of Exhibit 4, and specifically, the
6 response to interrogatory number four.
7 How much do you spend each year on advertising
8 and promotion?
9 A. Well, we -- we started early, and we spent a
10 little bit at a time. And as the business built up, we
11 spent more and more on advertising. And here it says
12 2008 this is from -- this is from our tax returns, those
13 years. So -- so 2008 was 25,000; 2009, 27,000; 2010,
14 40,000; 2011, 65,000; 2012, 61,000. And I just got the
15 tax returns for 2013, and that lists 61,000 as well.
16 Q. Which trademarks are covered by these
17 advertising figures?
18 A. Giovanni's Aloha Shrimp, Giovanni's Aloha
19 Shrimp, Giovanni's Original White Shrimp Truck,
20 Giovanni's Shrimp Truck.
21 Q. How long have you been advertising under the
22 various Giovanni's trademarks?
23 A. Since early 1998.
24 Q. Was early 1998 when you acquired the company?
25 A. Yes. Pretty much give or take a couple months

1 I believe -- I acquired -- I acquired the company at the
2 end of '97, and you know, we began advertising, not long
3 after that, within a few months.
4 Q. What advertising, if any, was done before you
5 acquired the company?
6 A. None to my knowledge.
7 Q. If I could ask you to look at interrogatory
8 number six on pages 10 and 11. How much does LuckyU
9 currently gross in revenue?
10 A. 2013, revenue was $4.6 million.
11 Q. What was the gross revenue for 2012 for
12 LuckyU?
13 A. 4.3 million.
14 Q. What was the gross revenue for LuckyU in 2011?
15 A. 4.1 million.
16 Q. What trends have you noticed in gross sales
17 over the years?
18 A. We seem to be increasing at a rate of anywhere
19 from 10 to 15 percent per year consistently.
20 Q. When did you notice the increase in sales?
21 A. I'm sorry. I --
22 Q. Do you know what the sales were when you
23 acquired the business?
24 A. Oh, yeah. Yeah. I mean, we -- we -- we have
25 increased in sales every year, but it didn't start

1 anywhere near that amount.
2 When I first bought the business, we were
3 doing, you know, gross -- gross revenue of about
4 $150,000.
5 Q. Based on your experience, why did sales
6 increase at the shrimp truck?
7 A. A lot of reasons. We -- we -- I tried to
8 streamline our operation. I tried to make things more
9 efficient. I think I instituted some policies that had
10 a beneficial effect on -- on -- on these things, on our
11 notoriety, on business, on the way we treat our
12 customer. Just I have got to take the credit for that,
13 you know? I hate to pat myself on the back, but --
14 Q. When you say you focused on notoriety, what do
15 you mean by that?
16 A. I -- I mean, just the -- you know, the
17 advertising we did, the way we tried to put the name out
18 there, the way we tried to become a brand.
19 Q. How do you know the business has increased
20 because of that increased notoriety and focus on the
21 brand?
22 A. Well, we hear it. You know, we hear a lot of
23 good things from customers all the time which is, you
24 know, the -- the goal. You know? We have people coming
25 up, taking pictures, and you know, as long as they come

1 up to the truck and have a nice time. You know, that's
2 -- that's the business we are in, you know? So yeah.
3 We have customers say, we hear reviews. We have a lot
4 of people write reviews on Yelp, and write reviews on,
5 you know, their experience. And we just try to make it
6 as positive as possible.
7 MS. FRASER: I'm marking document numbers LuckyU --
8 LuckyU 002063 through 2071 as Exhibit 5.
9 (Whereupon, Deposition Exhibit 5 was marked.)
10 MS. FRASER:
11 Q. What is Exhibit 5?
12 A. This looks to be our website, Giovanni's
13 Shrimp Truck dot com.
14 Q. How long have you had the website Giovanni's
15 Shrimp Truck dot com?
16 A. Wow, I've really got to keep track of these
17 years better. They just kind of role by, but I -- I'd
18 say we've had this up for at least three years.
19 Q. What is depicted on page 2063 of Exhibit 5?
20 A. This is a -- looks to be our main page of the
21 website. It's got our logo. It's got a picture of the
22 actual shrimp truck itself. And then its got a, you
23 know, a collage of some of the signatures that have been
24 or currently are on the shrimp truck.
25 Q. When you say signatures that are on the shrimp

1 truck, what do you mean?
2 A. I mean, one of the -- one of the things people
3 like -- people have liked about the shrimp truck is the
4 ability that they could come up and sign their name on
5 the truck itself and kind of leave their -- leave their
6 mark on Hawaii. And people come back and say, "oh, look
7 for my signature." It's kind of nice. People like it.
8 Q. When you say the logo, is that the shrimp
9 surfer guy?
10 A. Yeah.
11 Q. On page 2063?
12 A. It is.
13 Q. Is that logo also depicted on page 2070?
14 A. It is.
15 Q. Like a bigger version. So --
16 A. Yeah, yeah. It's a little -- a little size is
17 zoomed in on, I guess.
18 Q. And for clarification on the record, could I
19 ask you to circle the logo on page 2070?
20 A. Sure.
21 Q. And then again for clarification, on page
22 2063, could you circle the truck you just described?
23 A. Sure.
24 Q. For Exhibit 6, I'm going to mark LuckyU 002075
25 through 20 -- that's it.

1 (Whereupon, Defense Exhibit 6 was marked.)
2 MS. FRASER:
3 Q. What is Exhibit 6?
4 A. This is our Yelp -- Yelp page. Yelp dot com.
5 This is how our reviews, our business information,
6 reviews that customers have given. I don't need to
7 explain what Yelp is. People know Yelp. Yes.
8 Q. How many Yelp reviews has Giovanni's received
9 since you've owned the business?
10 A. I think we are -- I think we are at about
11 1,500 or so which they, you know, they tell me is a very
12 high response rate for -- you know, for this kind of
13 business.
14 Q. Who is responsible for the Yelp and Face Book
15 pages for LuckyU?
16 A. His name is Jorge Amorim, A M O R I M. Jorge
17 is J O R G E.
18 Q. Who provides the content for the Yelp and Face
19 Book pages?
20 A. Well, we provide the informational side of it.
21 But a lot of the content itself is the customer --
22 customer generated, customer submitted.
23 Q. Earlier, you mentioned a Japanese magazine.
24 Why do you advertise in a Japanese magazine?
25 A. Well, you just have -- you have a significant

1 portion of Japanese speaking visitors to Oahu, and we
2 don't want to leave them out. So --
3 Q. What articles, if any, have people written
4 about the shrimp trucks doing business under Giovanni's
5 since you have owned the trucks?
6 A. I -- I -- I don't even -- I mean, there is so
7 -- so -- so -- so many. People call me up all the time
8 and say, "Oh, I saw you in this paper. I saw you in
9 that paper. Oh, I'm in Arkansas, and I saw you in our
10 local paper here." We get a lot of -- of unsolicited
11 exposure and attention. The -- the big -- I mean,
12 anywhere from guidebooks, you know, full on reputable
13 guidebooks to local -- local newspapers, you know, have
14 written about Giovanni's of one for on or another. The
15 Star Advertiser -- well, this -- you know, does an
16 article on us, you know, about once a year we are in the
17 Honolulu newspaper for something or another.
18 Q. Do you list any of the articles on your
19 website at Exhibits 5?
20 A. Yes. We do. And Jorge is doing his job.
21 That's good. Yeah. Yes. You know, it's part -- part
22 of what we do. He tracks down the people, the stories
23 that people write about us, and you know, the publicity
24 we get and any accolades we might get. And you know, he
25 posts that on our website. You know, I think we

1 deserve it. I really think we are proud of it. We are
2 thankful that people have the opinion of us.
3 Q. What trademarks appear in the online
4 advertising, the website, t-shirts, the articles?
5 A. Giovanni's, Giovanni's Shrimp, Giovanni's
6 Shrimp Truck, Giovanni's White Shrimp Truck, Giovanni's
7 -- I mean, they refer to us by, you know, what they --
8 what they think we are. They call us Giovanni's,
9 Giovanni's Shrimp, Giovanni's Shrimp Truck, Giovanni's
10 White Shrimp Truck.
11 They might use -- it's kind of long.
12 Giovanni's Original White Shrimp Truck is kind of long,
13 but most people just call us Giovanni's Shrimp Truck,
14 honestly.
15 Q. If we go back and look at Exhibit 5, and the
16 logo you circled, when was the Giovanni's Aloha Shrimp
17 logo designed?
18 A. It was designed in "98 after I bought the
19 business.
20 Q. Did you pay someone to design the logo for
21 Giovanni's Aloha Shrimp Truck?
22 A. I did. I did. Do you want details on that?
23 Q. (Nods in the negative.)
24 A. Yeah. We did.
25 Q. How do you know your customers know you under

1 all of the Giovanni's names you just mentioned,
2 Giovanni's, Giovanni's Shrimp, Giovanni's Shrimp Truck.
3 How do you know your customers know you under those
4 names you've just listed such as Giovanni's, Giovanni's
5 Shrimp, Giovanni's Shrimp Truck, Giovanni's Original
6 White Shrimp Truck?
7 A. We -- we get a lot of phone -- we get a lot of
8 phone calls at the truck asking, you know, "Is this,"
9 you know, "Giovanni's, Giovanni's Shrimp. Are you guys
10 the shrimp truck?" We are.
11 MS. FRASER: I'm going to mark Exhibit 7 which bears the
12 document numbers LuckyU 001802 through 1882. It's the
13 trademark application for Giovanni's Aloha Shrimp for
14 LuckyU Enterprises, Jamie.
15 MS. PITTS: Yes.
16 MS. FRASER: Sorry, counsel. Just wanted to make sure
17 you had it.
18 MS. PITTS: Yes.
19 MS. FRASER: It was a thick one.
20 (Whereupon, Deposition Exhibit 7 was marked.)
21 MS. FRASER:
22 Q. Mr. Nitsche, if I could direct your attention
23 to page 1809 of Exhibit 7?
24 A. Okay.
25 Q. What is depicted on page 1809 of Exhibit 7?

1 A. This looks like a representation of Fodor's
2 2007, F O D O R apostrophe S, Travel Guide, 2007
3 Edition, excerpt from that.
4 Q. How did the shrimp truck get into Fodor's?
5 A. They were doing a Travel Guide and thought we
6 were -- would be a good place to stop, I guess. It's
7 unsolicited. We didn't -- it's not paid advertisement.
8 Q. What about page 1810 of Exhibit 7? What is on
9 page 1810?
10 A. That looks to be an excerpt from the 2010
11 edition of Fodor's Hawaii.
12 Q. Is the 2010 excerpt from Fodor's Hawaii for
13 the shrimp truck?
14 A. I believe so. It's talking about shrimp
15 shacks and shrimp trucks.
16 Q. Does it reference that the business has
17 changed hands?
18 A. Yes. It does.
19 Q. What is depicted on page 1812 of Exhibit 7?
20 A. That looks to be Fodor's Oahu, second edition,
21 Travel Guide, another excerpt from that publication.
22 Q. What is depicted on page 1813 of Exhibit 7?
23 A. It looks to be another Fodor's publication
24 regarding or describing the -- the shrimp on north
25 shore -- the shrimp. I have to read through the whole

1 thing to see what they are exactly saying. But it does
2 -- here references. I see references to Giovanni's
3 original -- original shrimp truck. So it features --
4 features us. It features us in there.
5 Q. Is the reference to Giovanni's Original Shrimp
6 Truck the truck you own?
7 A. Yes.
8 Q. What is depicted on page 1814 of Exhibit 7?
9 A. This looks to be another --
10 Q. And actually, let me clarify that for the
11 record.
12 What is depicted on pages 1814 through 1815 of
13 Exhibit 7?
14 A. Okay. This looks like the website of Hawaii
15 For Visitors, and it's talking about the Oahu's north
16 shore shrimp trucks. It lists a couple of our
17 competitors, and lists us at the -- on page 1815.
18 Q. Who is Ono Kine Grinds?
19 A. Ono Kine Grinds use to be a -- or still is.
20 It was another lunch wagon that served like a Brazil --
21 it was kind of like a Brazilian food that we had rented
22 space to on the property in Kahuku.
23 Q. If I could direct your attention to page 1819?
24 A. Oh, maybe -- oh, make Ono Kine Grinds -- Ono
25 Kine Grinds -- is it a TV show? It might be a TV show

1 as well, Ono Kine Grinds. It's a TV show. Yeah. I'm
2 sorry. There is another -- there is a truck that's
3 called Ono Kine Grinds that we use to have up at the --
4 up at the -- up at the property as well. Sorry.
5 Q. What do you think the reference to Ono Kine
6 Grinds in relation to this excerpt on Hawaii For
7 Visitors relates to?
8 A. Yeah. I think we were on an episode of Ono
9 Kine Grinds at some point.
10 Q. Thank you for clarifying.
11 What is Flick River dot com?
12 A. What page are we on?
13 Q. I'm sorry. Page 1819.
14 A. I -- I believe it's also a -- it's like a site
15 that just describes different -- different -- different
16 businesses. It's a web site that gives information
17 about various things.
18 Q. Has Giovanni's Shrimp Truck ever been featured
19 on Flick River Dot Com?
20 A. Yes. Yes.
21 Q. If I could direct your attention to page 1821
22 of Exhibit 7? What is Flicker Dot Com?
23 A. I believe it's another -- another web site
24 associated with Yahoo.
25 Q. Has the LuckyU Giovanni's Shrimp Truck been

1 featured on Flicker dot com?
2 A. Yes.
3 Q. What is Hawaii Vacation Insider dot com?
4 A. Another website. Might be an association with
5 the printed media, but I'm not sure. It might just be
6 -- it might just be website information.
7 Q. Has the LuckyU Giovanni's Original White
8 Shrimp Truck been featured on Hawaii Vacation Insider
9 dot com?
10 A. Yes.
11 Q. What is Saveur Magazines, S A V E U R, 100
12 List?
13 A. It's a list put out by Saveur Magazine as a --
14 some of the top -- top places to eat.
15 Q. If I could direct your attention to page 1829
16 of Exhibit 7? What is Honolulu Advertiser dot com?
17 A. That's the website web page for the Honolulu
18 Newspaper Company.
19 Q. Has Giovanni's Original White Shrimp Truck
20 been featured in any articles by the Honolulu
21 Advertiser?
22 A. Yes.
23 Q. When has Giovanni's Original White Shrimp
24 Truck been featured in advertisements by the Honolulu
25 advertiser?

1 A. We've been in a number of advertisements. You
2 know, with the advertiser, not -- not advertisements,
3 but in a number of different stories of -- over the
4 years. They have also run a People's Choice Awards
5 top -- you know, top three this, top three that, top
6 three just about everything. People -- you know,
7 People's Choice Awards when we place in the top three
8 consistently.
9 What was your original question?
10 Q. When did the Honolulu Advertiser write about
11 Giovanni's Original White Shrimp Truck?
12 A. This article was from 2004.
13 Q. Which company owned Giovanni's Original White
14 Shrimp Truck at the time of the article in 2004?
15 A. Well, it was either -- depending on when we
16 incorporated LuckyU, it was either Nitsche Enterprises
17 or LuckyU Enterprises.
18 Q. What input, if any, did you have in the
19 content of the article on page 1829?
20 A. None that I know of.
21 Q. What payment, if any, did you have to make to
22 the Honolulu Advertiser to have an article featured?
23 A. None.
24 MS. FRASER: Why don't we go ahead and take a break?
25 We've been going for about an hour now.

1 (Off the record at 11:54 a.m.)
2 (On the record at 12:07 p.m.)
3 MS. FRASER: Jamie, are you there?
4 MS. PITTS: Yap. I am.
5 MS. FRASER: Okay. We could get started then.
6 Q. I am marking Exhibit 8 which is the Petition
7 For Cancellation and exhibits in this case.
8 (Whereupon, Deposition Exhibit 8 was marked.)
9 MS. FRASER:
10 Q. Mr. Nitsche, I've handled you what has been
11 marked as Exhibit 8, and I would like to direct your
12 attention to Appendix A of Exhibit 8.
13 MS. PITTS: What was Exhibit 8?
14 MS. FRASER: Exhibit A. I would like to direct the
15 witness's attention to Appendix A of Exhibit 8.
16 MS. PITTS: What is Exhibit 8?
17 MS. FRASER: I was going to ask the witness that, but it
18 is the asset purchase --
19 MS. PITTS: Oh, I'm sorry. I thought I missed it. I'm
20 sorry.
21 MS. FRASER:
22 Q. What is Exhibit A of Exhibit 8? Excuse me.
23 Let me clarify that.
24 What is Appendix A of Exhibit 8?
25 A. That is the asset purchase agreement that I as

1 Nitsche Enterprises incorporated, entered into with John
2 and Connie Aragona for the sale of their business.
3 Q. Why do you say you entered into this agreement
4 with John Aragona and Connie Aragona for the sale of
5 their business?
6 A. It's my understanding that they owned that
7 business jointly at the time.
8 Q. Is this your signature at the end of the asset
9 purchase agreement depicted in Exhibit A?
10 A. Yes.
11 Q. What did the asset purchase agreement provide
12 to you?
13 A. The asset purchase agreement provided all the
14 -- the equipment of the business, the means to do
15 business, and the right to do business as Giovanni's
16 Aloha Shrimp.
17 Q. What did the Aragona's get out of the asset
18 purchase agreement, to your understanding?
19 A. $120,000.
20 Q. What is the date you executed the asset
21 purchase agreement at Appendix A?
22 A. This says 7 November, 1997.
23 Q. At the time of the asset purchase agreement in
24 Appendix A, were you the only owner of Nitsche
25 Enterprises?

1 A. Yes.
2 Q. What attorneys did the Aragona's have
3 representing them with respect to the asset purchase
4 agreement at Appendix A?
5 A. I remember an attorney by the -- I believe
6 John and Connie's attorney was Alex -- Alex Sonson, S O
7 N -- Sonson, S O N S O N.
8 Q. What discussion, if any, was there regarding
9 the title of the asset purchase agreement?
10 A. None to my recollection.
11 Q. If I could ask you to turn to Exhibit A of the
12 asset purchase agreement in Appendix A?
13 A. In Exhibit 8. Sorry. Okay. Exhibit A.
14 Q. Exhibit A. And what is Exhibit A of the asset
15 purchase agreement?
16 A. This is -- this is the equipment that would be
17 included in the sale to -- you know, it's just the
18 cooking equipment, pretty much everything that John and
19 Connie owned relating to the business or in regards to
20 the business is on this, the sign, to include tarps,
21 buckets, cutting boards, can openers, pretty much
22 everything needed to operate -- you know, to get started
23 running the -- running the business. Here they even --
24 even the sign, one large Giovanni's wooden sign.
25 Q. When you say "The business," which business

1 are you referring to?
2 A. Giovanni's Aloha Shrimp.
3 Q. And what was depicted on the large Giovanni's
4 wooden sign you referenced in Exhibit A?
5 A. I -- it was a sign that said Giovanni's -- the
6 way -- I don't know exact. I believe it's Giovanni's
7 Shrimp Truck on either side of the sign, and in the
8 middle, it was a -- it wasn't just a flat sign. It was
9 a three sided sign like on a trailer. And on the side
10 facing the road, it's I remember it saying number one --
11 number one food truck or number one shrimp truck --
12 number one food truck on the island -- something about
13 being number one on the island.
14 Q. Once the Aragona's sold the shrimp truck
15 business to you, did they keep any assets related to the
16 business?
17 A. Not to my knowledge.
18 Q. Once the Aragona's sold you the shrimp truck
19 business, did they ever have any Giovanni's shrimp
20 trucks again?
21 A. No.
22 Q. How many food trucks do you own now?
23 A. Two.
24 Q. What model was the truck you acquired under
25 the asset purchase agreement?

1 A. It's an old one. I believe it was a -- here
2 it says 1952 Chevrolet. I think it was a bread -- a
3 version of a bread truck I think is what it was
4 originally used for.
5 Q. Was there another truck that you acquired?
6 A. Oh, yeah. For Haleiwa location, and that was
7 a 1977 Dodge sold as is.
8 Q. Which trucks, if any, that were acquired in
9 this agreement do you still use?
10 A. Neither of them.
11 Q. When did you get new trucks for the shrimp
12 trucks?
13 A. We got a new truck in Kahuku after a few
14 years. It was pretty early on. We just outgrew it
15 capacity-wise, volume-wise. It was a tiny little truck.
16 Couldn't fit, you know, a bunch of people inside there.
17 The ceiling was low. So we upgraded that in a few
18 years.
19 Q. What other equipment, if any, have you
20 purchased since 1997 in the asset purchase agreement?
21 A. Well, we -- I mean, we've gone through two --
22 two trucks in Kahuku. We are on our -- we are on our
23 second truck in -- I don't know. It might be our second
24 or third truck in Haleiwa, but we were just getting
25 another -- another truck delivered in October, a brand

1 new truck, because we are outgrowing our current one in
2 Kahuku again.
3 Q. Other than the new trucks, have there been any
4 other equipment purchases since the asset purchase
5 agreement?
6 A. Yeah. I mean, we bought all kinds of -- all
7 kind of equipment for the -- for the truck to run the
8 business. Oh, we put in a whole pavilion seating area,
9 covered seating area on the land. You know, we finally
10 stopped using the -- the old easy corner's tents and put
11 in an actual structured pavilion.
12 Q. When did you build the pavilion for the shrimp
13 truck?
14 A. The thing was 2007, 2008, I believe.
15 Q. If I could direct you to the last page of
16 Exhibit 8?
17 A. Okay.
18 Q. Is that the pavilion you're referring to or at
19 least part of the pavilion?
20 A. Yes.
21 Q. What Giovanni's names, if any, are associated
22 with the new trucks?
23 A. Giovanni's -- Giovanni's, Giovanni's Shrimp,
24 Giovanni's Aloha Shrimp, Giovanni's Shrimp Truck,
25 Giovanni's Original White Shrimp Truck.

1 Q. Going back to page one of the asset purchase
2 agreement --
3 A. I'll get through here. Okay.
4 Q. What does it mean when it says that the buyer
5 desires to purchase, and the seller desires to sell a
6 portion of the assets of the business operated by
7 seller, known as Giovanni's Aloha Shrimp?
8 A. I took it to -- I believe it means that John
9 wanted to sell his business -- John and Connie. Mostly
10 John, I think.
11 Q. What makes you say they wanted to sell the
12 business?
13 A. They were -- they put it on the market. They
14 were soliciting offers to buy the business. And we just
15 happened to talk to them at the time and find that out,
16 and then we, you know, continued to put the sale
17 agreement.
18 Q. How much did you pay for the Giovanni's Aloha
19 Shrimp business?
20 A. $120,000.
21 Q. What if any understanding do you have as to
22 why the Aragona's wanted to get out of the shrimp truck
23 business?
24 A. Honestly, John was tired of it. John -- John
25 didn't want the headaches of running the restaurant, the

1 truck. They -- they also wanted to -- I think -- I
2 think the idea was for them to focus on something that
3 was a little less labor intensive. So they wanted to
4 take a crack at bottling their sauces, and you know,
5 selling them -- a selling sauces as its own entity, you
6 know.
7 Q. What other obligations did you have under the
8 asset purchase agreement?
9 A. None.
10 Q. Were you required to purchase sauces?
11 A. Yes. We -- I was required to purchase -- I
12 was required to purchase the sauces from John and
13 Connie as long as they were able to provide them to me.
14 Q. How did it go as far as the Aragona's meeting
15 your sauce requirements under the asset purchase
16 agreement?
17 A. Rocky. Rocky. We had to jump in a number of
18 times and make our own sauce so we wouldn't -- you know,
19 we wouldn't be caught short. We wouldn't run out
20 basically.
21 Q. How did you get the sauces if the Aragona's
22 weren't making them?
23 A. I knew the recipe. Connie gave me the recipe
24 from the beginning. You know, I knew how to make the
25 sauces.

1 Q. If I could direct your attention to
2 paragraph three, subsection C of the asset purchase
3 agreement?
4 Why did the asset purchase agreement provide
5 for joint ownership of the State of Hawaii Trademark
6 Registration for the name Giovanni's Aloha Shrimp?
7 A. I -- I believe it was to allow John the
8 ability -- John and Connie the ability to bottle and
9 sell their sauces in Hawaii without interference from
10 me.
11 Q. Why does the asset purchase agreement say you
12 had to sell plates of a certain size?
13 A. I don't know. I think it has to do with
14 maintaining their volume of sauces that they could count
15 on me to purchase or that I would be buying from -- from
16 them. You know, if we used less shrimp, and it might be
17 less sauce, so they wanted to make sure that, you know,
18 it was standardized, I guess.
19 Q. To your understanding, under the asset
20 purchase agreement, what restrictions, if any, were
21 there on your use of the name Giovanni's Aloha Shrimp?
22 A. None.
23 Q. I'm going to hand you what's been marked as
24 Exhibit 9, the Limited Liability Company Member
25 Agreement.

1 (Whereupon, Deposition Exhibit 9 was marked.)
2 MS. FRASER: Counsel -- we have Bates numbers for that
3 too. It's LuckyU 001617 through 1620.
4 MS. PITTS: Thank you. I appreciate that.
5 MS. FRASER: There is a lot of paper here.
6 Q. What is Exhibit 9, Mr. Nitsche?
7 A. This was a LLC that we -- it's the document
8 used to form a LLC that John, Connie, James Goodrich,
9 Jim, his wife Diane and myself were all a part of.
10 Q. Is that your signature on page 1620 of
11 Exhibit 9?
12 A. Yes. It is.
13 Q. What was Giovanni's Aloha Foods?
14 A. Giovanni's Aloha Foods was the entity that was
15 responsible and had the rights to bottle Giovanni's --
16 Giovanni's sauces. Basically, it was the -- it was what
17 John wanted to do. He wanted to take the company and
18 bottle -- take his company and bottle the sauces. And
19 then John ran out of capital. So then he came to Jim
20 and I and asked us to invest and become part of the
21 business with him and Connie.
22 Q. When did you partner with John and Connie
23 Aragona to bottle the sauces?
24 A. This -- this says -- this makes mention of
25 1999.

1 Q. What did you contribute to the Giovanni's
2 Aloha Foods, LLC?
3 A. $100,000 capital.
4 Q. What if anything did Jim Goodrich and his wife
5 Diane Wong contribute?
6 A. I believe they contributed $3,000 capital, and
7 their legal -- legal services, and expertise.
8 Q. What did the Aragona's contribute to
9 Giovanni's Aloha Foods, LLC?
10 A. They contributed the -- the -- their recipes
11 for the sauces. They contributed their rights to make
12 the sauces and sell the sauces. They contributed their
13 business contracts -- any existing business contracts
14 that they had. Here it says certain production
15 equipment valued at $15,000. And the -- I think that's
16 it.
17 Q. When you say "Existing business contracts,"
18 what contracts were those?
19 A. I -- he -- he may have had a contract at the
20 time with the PX or the military bases that may have
21 been doing business with the military bases at that time
22 selling the sauces. But, I mean, it's also existing
23 business contracts of any entities that they were
24 involved in or rights they had. They transferred those
25 rights to Giovanni's Aloha Foods, LLC which we were all

1 -- actually, Jim and I had controlling interest in.
2 Q. At the time, do you know what contract might
3 have accounted for the biggest customer account for
4 Giovanni's Aloha Foods?
5 A. Oh, yeah. Of course, it was mine. It was my
6 account for Giovanni's Aloha Shrimp.
7 Q. What interest did you, Jim and Diane have in
8 Giovanni's Aloha Foods?
9 A. We each had -- everyone had -- there were --
10 there were -- well, actually, there were one, two,
11 three, four, five of us. But it was split so that --
12 let me refresh my memory here and look at this. But I
13 believe it was 25 percent with Diane and Jim counting as
14 one -- one unit. So I want to say -- let me see here.
15 Yeah. Each -- John and Connie each had 25 percent. I
16 had 25 percent, and then Jim and Diane had 25 percent
17 collectively. The -- that was the -- that was the -- I
18 don't know what -- legally, I don't know what you call
19 it. That's how we were supposed to split up the money
20 for voting purposes and decision making purposes, and
21 purposes of, you know, what -- who would be responsible
22 for what the business does. John and Connie had one
23 voting right between them. Jim and Diane had one vote,
24 and I had one vote.
25 Q. What happened to the Giovanni's Aloha Foods,

1 LLC?

2 A. John -- John left. John abandoned the company

3 for personal reasons. He didn't -- he and Connie had

4 some marital difficulties, as I understand, and John

5 decided he was just going to leave, and he did.

6 Q. When was it that John Aragona left Giovanni's

7 Aloha Foods, LLC?

8 A. Oh, boy. Let's say -- God, it was actually

9 pretty early. It really wasn't that long. I want to

10 say it was like 2000.

11 Q. Why did Connie leave Giovanni's Aloha Foods,

12 LLC?

13 A. Connie got involved with some illegal --

14 illegal activities. Basically she tried to forcibly

15 extort me to sign over Giovanni's Aloha Shrimp back to

16 her, you know, at gunpoint basically. And she was

17 subsequently, you know, convicted and incarcerated for

18 that.

19 Q. When was it that Connie Aragona assaulted you

20 to get back the business?

21 A. It was in 2001. In 2001, if I'm not mistaken.

22 Q. Where did John Aragona go after he left

23 Giovanni's Aloha Foods, LLC?

24 A. I -- I heard -- I heard he went to New York --

25 the east coast, north -- northeast section of the U.S.

1 and started driving a cab. I've heard bits and pieces
2 here and there. I heard he is working a tugboat. He is
3 a tugboat crew member or something like that for a
4 while. I -- I don't know. I really -- we really didn't
5 stay in touch.
6 Q. What if anything have you heard from Connie
7 Aragona since you -- since she went to jail?
8 A. Nothing.
9 Q. Has anyone contacted you on either Connie or
10 John Aragona's behalf to tell you how to run the
11 business?
12 A. No.
13 Q. Over the years, have the recipes for sauces
14 and food provided by Nitsche Enterprises and LuckyU
15 changed?
16 A. Yes.
17 Q. What changes have been made to the recipes by
18 Nitsche Enterprises and LuckyU?
19 A. Well, specifically, we've -- we've changed
20 from a 100 percent olive oil recipe which, you know, the
21 original scampi sauce was started with a 100 percent
22 olive oil, and we decided to economize a little bit. We
23 would go with a blended, a blend of olive and canola
24 oil. We've had to change the type of pepper we use in
25 the hot sauce on occasion when the pepper that we

1 preferred wasn't available.
2 Q. Have there been any changes to side dishes
3 since you've been running the Giovanni's business?
4 A. Just the -- you know, the garlic on the rice
5 was a good idea -- was actually one of our employees's
6 ideas. We've continued with that, and people enjoy it.
7 You know, we've added the mac salad. We've been
8 thinking of adding -- we have played with adding a side
9 salad or some sort of, you know, green something like
10 that, but it -- we never did.
11 Q. Over the years, has anyone on the Aragona's
12 behalf complained about these changes to recipes in the
13 food items?
14 A. No.
15 Q. Over the years, has anyone on the Aragona's
16 behalf asked to inspect the trucks or the food?
17 A. No.
18 Q. Over the years, has anyone on the Aragona's
19 behalf asked for any accounting profits?
20 A. No.
21 Q. Over the years, has anyone on the Aragona's
22 behalf said anything about the new signs or trucks?
23 A. No.
24 Q. Over the years, has anyone on the Aragona's
25 behalf said anything to you about the quality of the

1 food at the trucks?
2 A. No.
3 Q. When did you form LuckyU Enterprises?
4 A. I think it was -- I have to go back. I have
5 to go back and make sure. But I think it was about
6 2000, 2003 or so, maybe.
7 Q. What happened to Nitsche Enterprises?
8 A. We just transferred all the -- all the -- you
9 know, all the assets, rights, any -- you know,
10 everything basically to -- to LuckyU Enterprises.
11 Q. What if anything has changed between LuckyU
12 Enterprises and Nitsche Enterprises as far as running
13 the business?
14 A. Well, I took on a -- took on a partner with
15 LuckyU. We decided to bring Jim Goodrich at the time in
16 for -- in for 10 percent ownership of LuckyU.
17 Q. When did Nitsche Enterprises start using the
18 trademark Giovanni's Shrimp Truck?
19 A. Could you repeat, when did --
20 Q. Sure. When did Nitsche Enterprises start
21 using the trademark Giovanni's Shrimp Truck?
22 A. As soon as we -- as soon as we started. As
23 soon as it -- as soon as I bought the business. Yeah.
24 I mean, I -- I -- I mean, we've always been kind of
25 known. We've always been, you know, generally known as

1 that. So I never used that -- I think we just used
2 Giovanni's shrimp truck for our Face Book page, if I'm
3 not mistaken.
4 Q. When did you start using the trademark
5 Giovanni's Aloha Shrimp?
6 A. Immediately.
7 Q. And when you say "Immediately," is that when
8 you acquired the business from the Aragona's?
9 A. Yes.
10 Q. Do you recall the circumstances -- strike
11 that. Let me rephrase that.
12 Why did you start using the trademark
13 Giovanni's Original White Shrimp Truck?
14 A. We -- we tried to trademark. We had been
15 using Original White Shrimp Truck to differentiate
16 ourselves from another shrimp truck that had popped up,
17 you know, not a -- not a far distance away. And -- and,
18 you know, since we started, there is about 14 or 15
19 different shrimp trucks up on the north shore right now.
20 So there has been a lot of, you know, jumpers on, I
21 guess. So you know, originally, it was just to
22 designate ourselves -- make sure people knew that, hey,
23 this was the first shrimp truck. This was the original
24 shrimp truck here on north shore. And we started -- we
25 decided, well, let's put that. Let's make that

1 official. Jim thought it would be a good idea to make
2 sure that we had, you know, some -- some association
3 with the word -- with the original -- original in the
4 title.
5 Q. During the time you've operated the trucks
6 under the different Giovanni's names, do you know of
7 anyone else who has used similar Giovanni's trademarks?
8 A. No.
9 Q. When was the first time John Aragona contacted
10 you after he disappeared around 2000?
11 A. The first -- the first contact I had with John
12 since I saw him walk out of the door of the bottling
13 company was to receive a letter from an attorney. It
14 was said to be representing him.
15 (Whereupon, Deposition Exhibit 10 was marked.)
16 MS. FRASER: I'm going to mark Exhibit 10 which bears
17 document numbers JA 000580 through 587.
18 And counselor, to clarify, you've marked this
19 as Trade Secret Commercially Sensitive, but this is a
20 letter that was sent to LuckyU Enterprises.
21 MS. PITTS: Yes.
22 MS. FRASER: I just wanted to confirm that that was
23 okay, and perhaps we should change the designation on it
24 to just simply "Confidential?"
25 THE WITNESS: Yeah.

1 MS. PITTS: Yeah. That's fine.
2 MS. FRASER: Thank you, counsel.
3 I'm now handing it to the witness. I've not
4 shown him yet.
5 Q. If I could direct your attention to page 585
6 of Exhibit 10?
7 A. Yes.
8 Q. What is depicted at page 585 of Exhibit 10?
9 A. This is -- looks to be the letter that I
10 received from what I assumed was John's attorney,
11 Mr. Paul Saccoccio, S A C C O C C I O.
12 Q. What is the date of the letter you received
13 depicted at page 585?
14 A. November 30, 2010.
15 Q. If I could direct your attention to 580
16 through a 582 of Exhibit 10?
17 A. Uh-huh.
18 Q. What is depicted at pages 580 through 582 of
19 Exhibit 10?
20 A. This is a letter informing LuckyU Enterprises,
21 written by Law Offices of Jamie N. Pitts, Esquire, PA.
22 I don't know what that means. My -- my ignorance there,
23 informing LuckyU that we were in infraction or in -- or
24 some sort of -- we weren't doing what -- what
25 Mr. Aragona thought we should be doing.

1 Q. Was this -- strike that.
2 Were these two letters from the attorneys in
3 Exhibit 10 the first time you had heard anything from
4 Mr. Aragona?
5 A. Yes.
6 Q. About the trademarks and the agreement?
7 A. Yes.
8 Q. What e-mails are attached to the letter from
9 Ms. Pitts at Exhibit 10?
10 A. These look to be -- it says from Giovanni's
11 website. What -- I'm sorry. What page? What page
12 number are we on?
13 Q. Oh, I'm sorry. If I could direct your
14 attention to document numbers 586 and 587? And my
15 question was, what are the e-mails that are attached to
16 the letter from Ms. Pitts?
17 A. Oh, okay. These are -- these are e-mails to
18 our website because I see Jorge -- Jorge answered them
19 here. One says, I had the shrimp at the truck on north
20 shore a week ago, and they said they don't bottle their
21 sauce. Where are you located, and are you working with
22 the shrimp truck from Hawaii. Would love to buy the
23 sauce but want to make sure I'm not getting ripped off.
24 Talk to you soon. So that's asking -- that's a customer
25 wondering if I -- what I would imagine are the sauces

1 that John is -- is attempting to sell, if they are in
2 any way affiliated with -- with us.
3 (Whereupon, Deposition Exhibit 11 was
4 marked.)
5 Q. I'm going to mark Exhibit 11 which bears the
6 document number JA 000397. What is depicted in the
7 upper right portion at Exhibit 11?
8 A. That is the shrimp truck I bought.
9 Q. Did the shrimp truck you bought include the
10 name "Giovanni's" on it?
11 A. Yes. It did.
12 MS. PITTS: I'm sorry. What was that -- what was that
13 exhibit number? The document number?
14 MS. FRASER: It's 397.
15 MS. PITTS: Okay.
16 MS. FRASER: It's the website page from Giovanni's
17 sauces.
18 MS. PITTS: Okay. Thanks.
19 MS. FRASER:
20 Q. How do you know that is the truck you
21 purchased depicted in Exhibit 11?
22 A. It's pretty distinctive. It looks exactly
23 like the way it looked when I bought it.
24 Q. What permission, if any, did you give the
25 owner of this website to use the picture of your truck

1 bearing the name Giovanni's?
2 A. None.
3 Q. I'm marking Exhibit 12 which bears the
4 document numbers LuckyU 000001 through 16.
5 (Whereupon, Deposition Exhibit 12 was
6 marked.)
7
8 MS. FRASER:
9 Q. And if I could direct your attention to page
10 11 of Exhibit 12?
11 A. Okay.
12 Q. What date did LuckyU begin providing the
13 services under Giovanni's Original White Shrimp Truck
14 that are listed in the trademark application at
15 Exhibit 12?
16 A. Early 1998.
17 Q. At least early 1998?
18 If I could direct your attention to page 14 of
19 Exhibit 12? What truck is depicted on page 14 of
20 Exhibit 12?
21 A. That's -- I believe that's our -- that's our
22 current -- that's our current Giovanni's truck.
23 Q. Is this your current Giovanni's truck that's
24 depicted on your website Giovanni's Shrimp Truck dot
25 com?

1 A. Yes. It is.
2 Q. If I could ask you to look at page six of
3 Exhibit 12?
4 A. Okay.
5 Q. Is that your electronic signature for the
6 trademark application for Giovanni's Original White
7 Shrimp Truck?
8 A. Yes.
9 Q. I'm now going to mark exhibit number 13 which
10 bears the document numbers LuckyU 17 through LuckyU 46.
11 (Whereupon, Deposition Exhibit 13 was
12 marked.)
13 MS. FRASER:
14 Q. And if I could direct your attention to page
15 28 of Exhibit 13?
16 A. Okay.
17 Q. What date did LuckyU begin providing the
18 services listed in the trademark application under the
19 Giovanni's Shrimp Truck trademark?
20 A. I've -- I believe we started being known as
21 Giovanni's Shrimp Truck in -- immediately after I
22 purchased the business in 1997.
23 Q. If I could direct your attention to page 32 of
24 Exhibit 13? What is the photograph depicted or --
25 strike that.

1 What is depicted on page 32 of Exhibit 13?
2 A. This looks to be our Face Book page for
3 Giovanni's Shrimp Truck.
4 Q. If I could ask you to look at page 21 through
5 22 of Exhibit 13?
6 A. Okay.
7 Q. Is that your electronic signature on pages 21
8 and 22?
9 A. Yes.
10 Q. Mr. Nitsche, if I could ask you to go back to
11 Exhibit 8 which was the petition for cancellation and
12 the exhibits?
13 A. Okay.
14 Q. And if I could ask you to look at page three
15 of the petition for cancellation? It's numbered.
16 A. I'm sorry. Lots of paper.
17 Q. That's okay. I know it's thick.
18 A. Okay.
19 Q. What is depicted on the bottom left of page
20 three of Exhibit 8?
21 A. That is a picture of the sign we built, and
22 that was a picture of my shrimp truck.
23 Q. When you say "That is a picture of the sign we
24 built," who built the sign?
25 A. I -- I -- I'm pretty sure I swung a hammer

1 myself with that sign at the time. Yeah. The sign was
2 erected and built at least under my supervision.
3 Q. When you say the sign was built under your
4 supervision, does that mean as?
5 A. Giovanni's Aloha Shrimp.
6 Q. And which company of Giovanni's Aloha Shrimp
7 -- excuse me. Let me rephrase that.
8 A. At that time, as Nitsche -- Nitsche
9 Enterprises.
10 Q. And what is depicted on the bottom right side
11 of page three of Exhibit 8?
12 A. That's the -- that is the shrimp truck as it
13 looked after I purchased it from John and Connie.
14 Q. What trademark, if any, is used on the shrimp
15 truck depicted on page three?
16 A. You can tell about 2/3 of the way, or right
17 almost right in the middle of the picture, right above
18 the rear wheel, you can make out the logo of the -- the
19 shrimp, the surfing shrimp that we instituted or
20 created.
21 Q. And for clarification, could I ask you to
22 circle the shrimp logo?
23 A. Sure. I remember hanging that Plexiglass too.
24 Q. What other uses of any of the Giovanni's
25 trademarks are on the truck depicted on page three of

1 Exhibit 8?
2 A. The name is on the rear door.
3 Q. Could I ask you to circle that as well for
4 clarification on the record?
5 A. Sure.
6 Q. Thank you. Which brand of truck is this
7 depicted on page three of Exhibit 8?
8 A. This was the original truck that I purchased
9 from John and Connie. It was a 19 -- well, '52, '52
10 Chevrolet.
11 Q. If I could ask you to look at page seven of
12 the petition for cancellation at Exhibit 8?
13 A. Uh-huh.
14 Q. What is depicted on the bottom left of page
15 seven?
16 A. That looks like a scene from my business, from
17 -- or a recent scene.
18 Q. When you say recent scene from your business,
19 what timeframe is the picture of?
20 A. I would say the pavilion -- you can see the
21 pavilion. So it would have to be sometime after the
22 pavilion was built. That still looks to be the current
23 truck that we are using. So I would give it three to
24 four years -- maybe three to four years old at the most.
25 Q. When did you acquire the truck that is

1 depicted on page seven of Exhibit 8?
2 A. I want to -- I want to say probably about
3 maybe about 2005 or so. It was -- it was -- this is our
4 second. Like I say, this is our second -- second
5 replacement.
6 Q. What is depicted on the surfboard above the
7 truck on page seven of Exhibit 8?
8 A. That's our menu.
9 Q. Does the name Giovanni's appear on the truck
10 depicted on page seven of Exhibit 8?
11 A. Yes. It does.
12 Q. What is depicted on the bottom right side of
13 page seven of Exhibit 8?
14 A. That's our visual -- visual menu, menu board
15 that we have posted next to the order window so people
16 could get an idea of what their -- you know, what looks
17 good to them.
18 Q. How long have you been using the menu depicted
19 on page seven of Exhibit 8?
20 A. For a while now. That was another idea. That
21 was a project of one of the employees up there.
22 They -- we've's been using that for -- for a
23 number of years. But we may have started it in -- in --
24 about the same time we put up the pavilion, I think,
25 about 2000 -- 2007 or so.

1 Q. Mr. Nitsche, if I could ask you to look at
2 Appendix B of Exhibit 8? It's towards the end?
3 A. Okay. Okay.
4 Q. Have you ever been on the Giovanni's sauces
5 website depicted in exhibit -- or excuse me, Appendix B?
6 A. Personally, I have -- I have not.
7 Q. Have you seen any of the quotes from the
8 Giovanni's sauces dot com website depicted in Appendix C
9 of Exhibit 8?
10 A. I see them here. Yeah.
11 Q. What issues, if any, do you have with some of
12 the quotes that appear in Appendix C of Exhibit 8?
13 A. I think -- I think some of our customers are
14 just confused about the -- about what's going on and
15 where they can buy the sauce, and who is who, and whose
16 bottle -- you know, who -- whether it's legitimate or
17 not. And I think there are just, you know, come into
18 the horse's mouth, or go to the truck and asking what's
19 the deal with this -- this other thing we saw.
20 Q. What issues do you have with the quotes being
21 used on this web site as depicted in Appendix C?
22 A. These customers -- these customers are writing
23 reviews of my business. Yeah. Well, thanks, I guess.
24 You know, somebody else can take credit for it. I'm
25 sorry. This is kind of -- I don't know.

1 Q. Does that create a problem for you?
2 A. Yeah. It's a little -- if everybody is going
3 to take credit for what I do, then you know, it doesn't
4 sound like a very good thing.
5 Q. If I could direct your attention to Appendix D
6 of Exhibit 8?
7 A. Okay.
8 Q. What is depicted on the right side of Appendix
9 D of Exhibit 8?
10 A. It's Giovanni's White Shrimp Truck as I owned
11 it.
12 Q. Do you know when the picture was taken of the
13 truck at Appendix D of Exhibit 8?
14 A. Not specifically, but it was -- it was -- I
15 had ownership of it at that time because, again, the
16 logo, the logo was on the truck. It's my sign too.
17 Q. When you say "my sign," what do you mean?
18 A. I mean, it's a sign we built. It's a sign we
19 erected and we made up. It's not the sign that was sold
20 with the -- with the business.
21 Q. Do we want to take a short break right now
22 just for a couple minutes, and then we'll go back on?
23 A. Okay.
24 (Off the record at 1:09 p.m.)
25 (On the record at 1:26 p.m.)

1 MS. FRASER:

2 Q. Okay. Mr. Nitsche, I'm going to hand you what

3 has been marked as Exhibit 14.

4 (Whereupon, Deposition Exhibit 14 was marked.)

5 MS. FRASER: And, Counselor, Exhibit 14 is the Trademark

6 Service Mark Application for Giovanni's Aloha Foods

7 filed by John Aragona.

8 Q. And Mr. Nitsche, this document is not

9 numbered, but if I could ask you to look at page ten of

10 Exhibit 14?

11 A. Okay.

12 Q. And ask you what is depicted at page ten of

13 Exhibit 14?

14 A. This looks to be a picture of our -- a picture

15 menu, as a menu with the pictures of the items we offer

16 for sale on it.

17 Q. Is this the picture menu that LuckyU currently

18 uses?

19 A. Yes.

20 Q. If I could ask you to look at the next page of

21 Exhibit 14, which includes the website address for

22 Giovanni's Sauces dot com?

23 A. Uh-huh.

24 Q. Slash, by Giovanni's Sauces, slash, by

25 Giovanni's Sauces dot HTML. What is depicted in the

1 upper right corner of the website at page 11 of
2 Exhibit 14?
3 A. That's a picture of my old shrimp truck.
4 Q. And if I could ask you to circle your shrimp
5 truck in Exhibit 14? And then for clarification on the
6 record, could you also put a star on the menu that you
7 just indicated was the current LuckyU menu board?
8 A. Yes.
9 Q. Thank you. What permission, if any, did you
10 give John Aragona to use these pictures in his trademark
11 application?
12 A. None.
13 Q. I'm going to hand you what's been marked as
14 Exhibit 15.
15 And counselor, this is the trademark
16 application for Giovanni's Original White Shrimp Truck
17 filed by John Aragona.
18 (Whereupon, Deposition Exhibit 15 was marked.)
19 MS. FRASER:
20 Q. And Mr. Nitsche, if I could ask you to look at
21 the second to last page of Exhibit 15?
22 A. Okay.
23 Q. What is depicted on the left of the second to
24 last page of Exhibit 15?
25 A. That is a -- one of the signs we constructed

1 to advertise our Giovanni's Original White Shrimp
2 Truck.
3 Q. And what is depicted on the right side of the
4 second to the last page of Exhibit 15?
5 A. That is -- that is the -- my old shrimp truck
6 as well.
7 Q. Were either the sign or the shrimp truck ever
8 used by John Aragona?
9 A. Not at the time these pictures were taken.
10 Q. What makes you say that?
11 A. This isn't -- like I say, we built this sign.
12 The sign that I had purchased from John and Connie fell
13 down and fell apart. This is a sign that we -- we
14 erected, we constructed. And again, you can tell that
15 it's the -- our -- that we owned the truck at this time
16 because of the -- the logo above the rear wheel.
17 Q. And again, for clarification on the record,
18 could you just put a star on this page seeing that it's
19 unnumbered so that we know what page you're discussing?
20 A. Sure.
21 Q. What permission, if any, did you give John
22 Aragona to use the Giovanni's Original White Shrimp
23 Truck sign in his trademark application?
24 A. None.
25 Q. What permission, if any, did you give John

1 Aragona to use of the truck bearing the Giovanni's logo
2 in his trademark application?
3 A. He had no permission.
4 Q. Why did LuckyU decide to file trademark
5 applications for Giovanni's Shrimp Truck and Giovanni's
6 Original White Shrimp Truck?
7 A. It's just good -- good business practice. We
8 decided, you know, we've been -- we have been known as
9 this for a long time, and -- and it's about time --
10 about time we had the -- the paperwork and -- and, you
11 know, legal -- legal stance to -- to prove it.
12 (Whereupon, Deposition Exhibit 16 was marked.)
13 MS. FRASER:
14 Q. I'm going to hand you what's been marked as
15 Exhibit 16 bearing document numbers LuckyU 2140, or
16 actually, excuse me, 2139 through 2140. And if I could
17 direct your attention to 2139. And actually, first, if
18 I could ask you what is Exhibit 16?
19 A. This looks to be a screen shot of our -- our
20 Face Book page. The Face Book page for Giovanni's
21 Shrimp Truck.
22 Q. What comments, if any, have you received, if
23 any, on your Face Book page suggesting an affiliation
24 with Giovanni's sauces?
25 A. We have -- we have comments from customers

1 asking us if we are affiliated with them or what is the
2 affiliation, confused about the affiliation, confused if
3 the product that they have come to rely on at the shrimp
4 truck is indeed available somewhere else, or if it's not
5 the same thing.
6 Q. Who visits the Giovanni's Shrimp Truck Face
7 Book page, to your knowledge?
8 A. Anyone who is interested in Giovanni's shrimp
9 or the food that we provide to people, prospective
10 customers, past customers, any potential customer to our
11 business.
12 Q. Has your company ever been featured in
13 Buzzfeed? B U Z Z F E E D.
14 A. Yes. We were -- I believe we were picked as
15 one of the top 25 lunch wagons. I think it was 25. I
16 know we were -- I know we were number 14, I'm pretty
17 sure, as the top -- featured as one of the top 25 lunch
18 wagons in the -- in the entire country.
19 Q. Has the Giovanni's truck as operated by LuckyU
20 been featured in Serious Eats?
21 A. I believe so. Yes.
22 Q. Has the Giovanni's Shrimp Truck operated by
23 LuckyU been featured in Aloha Update?
24 A. Yes.
25 Q. Mr. Nitsche, have you understood all of the

1 questions I asked you today?
2 A. Yes.
3 Q. Do you have anything to add about what we
4 discussed today?
5 A. Not at this time.
6 MS. FRASER: That's all I have.
7 Counselor?
8 MS. PITTS: All right. Give me a second to get started.
9 EXAMINATION
10 BY MS. PITTS:
11 Q. When you first -- when you first approached
12 John about possibly buying the shrimp truck business,
13 how -- how -- how had you heard about -- about
14 Giovanni's prior to starting conversations with him?
15 MS. FRASER: Objection. Form.
16 You can answer.
17 THE WITNESS: Okay. Sorry. I wasn't -- I wasn't
18 familiar with the procedure.
19 I -- I use to -- I use to eat there. I went
20 to -- I had tried the food before. And actually, my
21 mother was up there one day, and she got to talking to
22 John at the time, and he told her that they were -- they
23 were looking to -- looking to sell -- looking to sell
24 their business. That's how I originally found out that
25 Giovanni's was for sale.

1 MS. PITTS:
2 Q. Now, what made you decide to -- to purchase
3 the business?
4 A. I -- I was -- I was fresh out of the Army, and
5 I was looking for something -- something to do that
6 might be, you know, exciting, maybe own my own business.
7 And I did a lot of research. I did a lot of
8 calculations, trying to figure out what the business was
9 worth, what the business, you know, did. John and
10 Connie couldn't provide me with any of the figures. So
11 I had to actually stake the place out and watch people
12 go in there and come out and try to gauge how many
13 plates or -- or, you know, how much revenue was coming
14 in and do all of the factors on what the business was
15 actually worth.
16 Q. Okay. And while you were watching, what did
17 you -- what did you see them selling in their business
18 at that point food-wise?
19 A. Plate lunch -- plate lunch shrimp.
20 Q. Was it the same hot and spicy and scampi
21 shrimp that you sell today?
22 MS. FRASER: Objection. Form.
23 THE WITNESS: They -- they sold a garlic -- a garlic
24 shrimp that they called "Scampi." They sold a hot and
25 spicy plate, and they sold a plate that was boiled and

1 steamed in a -- like a lemon butter sauce that they
2 called "Grilled."
3 MS. PITTS:
4 Q. And what -- were they using the Giovanni's
5 Original White Shrimp Truck?
6 A. I don't believe so.
7 Q. Okay. The sign that's on the asset purchase
8 agreement?
9 A. Yes.
10 Q. The -- the Exhibit A, how is it different than
11 the one that you currently use?
12 MS. FRASER: Objection. Form.
13 THE WITNESS: It's a -- it's a different construction.
14 It's different. We added "The original." I -- I
15 believe I'm not -- I believe their sign, as I -- as I
16 said previously, it was a three-sided sign. It was on a
17 -- on a trailer. And the two -- the two opposing sides
18 said Giovanni's Shrimp Truck, and the side that was
19 facing the road or the perpendicular side said "Number
20 one -- Number one food truck on the island, isles,"
21 something -- something along those lines, and it was
22 falling apart.
23 Q. Okay. The Giovanni's White Shrimp Truck, the
24 font on the sign, was it painted in a similar font as
25 your sign is today?

1 MS. FRASER: Objection. Form.
2 THE WITNESS: I mean, if you mean -- block letters or --
3 MS. PITTS:
4 Q. Right. It appears to be -- your sign today
5 appears to be spray painted using stencils. Is that how
6 you -- you -- is that how you constructed your sign?
7 A. Yeah. Yeah. Yes.
8 Q. Okay. And was the sign that you purchased
9 from -- from the Aragona's similar?
10 MS. FRASER: Objection. Form.
11 THE WITNESS: Similar how? Did they use stencils?
12 MS. PITTS:
13 Q. I mean, did it -- did it look like the same
14 font was used?
15 MS. FRASER: Objection. Form.
16 THE WITNESS: I -- I'll say they used stencils to -- I
17 want -- I want to say that they -- I'll agree that they
18 used stencils to make their sign as well.
19 MS. PITTS:
20 Q. Okay.
21 A. That's all I can say to the font. That's all
22 as specific as I think I can get.
23 Q. All right. That's fine. And were they
24 operating -- where were they operating their two trucks
25 that you purchased?

1 A. They were operating them in the same locations
2 they are now.
3 Q. Okay.
4 A. Yeah. When -- when -- at the time of the
5 purchase, they were in the same place as they are now.
6 Q. Okay. And has that ever changed throughout
7 the time you had the business?
8 A. It -- no. No. It hasn't. It hasn't changed.
9 Q. Okay. When you purchased the business, did
10 you and John discuss what he intended to do after --
11 after the -- the business was sold and -- and you had --
12 you began to operate it?
13 MS. FRASER: Objection. Form.
14 THE WITNESS: He wanted to -- he wanted to bottle his
15 sauces and sell his sauces on line and through various
16 distribution channels.
17 MS. PITTS:
18 Q. Did he mention any other plans?
19 A. Not that I'm aware of.
20 MS. FRASER: Objection. Form.
21 THE WITNESS: Not that I'm aware of.
22 MS. PITTS:
23 Q. Was there ever any amendments made to the
24 asset purchase agreement as -- asset purchase agreement
25 at Exhibit 8, Appendix A?

1 A. Amendment to the asset purchase agreement.
2 MS. FRASER: Objection. Form.
3 MS. PITTS:
4 Q. Was there any subsequent agreements that
5 touched on the same -- that touched on the same -- that
6 -- that changed the terms of this agreement that's
7 Exhibit A?
8 MS. FRASER: Objection. Form.
9 THE WITNESS: Just the LLC -- just the LLC agreement --
10 the Giovanni's Aloha Foods LLC agreement, I would say.
11 MS. PITTS:
12 Q. Okay. And were all the -- the contingencies
13 that are listed in Section 3 that discuss the leases
14 being transferred to your name, was that --
15 A. Hold on one second. I'm sorry. I put it
16 down. Let me get back to it.
17 Q. Okay.
18 A. Let me get back to it quick.
19 Okay. Three. Okay. I'm sorry. Go ahead.
20 Q. All right. 3-A discusses a contingency about
21 the leases being transferred into -- into your name. Do
22 you remember whether or not this was ever completed?
23 MS. FRASER: Objection. Form.
24 THE WITNESS: Yeah. I -- I believe it was. I mean, I
25 use to pay the rent to KVA, it's Kahuku Village

1 Association. They were at the time the property
2 managers of the property that the truck leased, and I
3 use to pay them rent every month, and they never --
4 never told me -- told me to leave. So I assumed it was
5 all taken care of.
6 MS. PITTS:
7 Q. The -- the joint ownership of the Hawaii
8 trademark registration, was -- do you remember anything
9 that's happened with that?
10 MS. FRASER: Objection. Form.
11 THE WITNESS: What do you mean happened with it.
12 MS. PITTS:
13 Q. The paperwork -- the paperwork that's
14 mentioned in -- let's see. It's -- it's Section 8, and
15 it's the last paragraph on that page, in the first page
16 of Section 8-D.
17 MS. FRASER: Counsel, where are you?
18 THE WITNESS: 8-D. 8-D.
19 MS. PITTS: Sorry. The pages are not numbered but
20 Section 8, paragraph D.
21 MS. FRASER: Okay. Thank you.
22 Objection. Form.
23 THE WITNESS: Okay. What was the question regarding
24 8-D?
25 MS. PITTS:

1 Q. Was the paperwork -- I think you had
2 acknowledged all documents necessary to consummate the
3 joint ownership of the tradename Giovanni's Aloha
4 Shrimp.
5 Was that paperwork for documents done,
6 completed, contemplated, was this -- was this -- what --
7 what happened with that?
8 MS. FRASER: Objection. Form.
9 THE WITNESS: I don't know.
10 MS. PITTS:
11 Q. Okay. Did you ever file for a tradename, a
12 state tradename for Hawaii with Giovanni's Aloha Shrimp?
13 MS. FRASER: Objection.
14 THE WITNESS: I -- you know, I -- I never personally
15 did. I -- I would have to -- I mean, are we talking --
16 I don't -- I don't really know the difference between
17 tradename or trademark or what these things actually --
18 if there is a difference between them.
19 The only thing that I would have filed would
20 have been filed by the company's attorney, Jim Goodrich.
21 I'm not exactly sure if we are talking about at the time
22 this document was executed. I don't believe anything
23 was actually executed at that time in regards to the
24 tradename or trademark.
25 MS. PITTS:

1 Q. Okay. Have you -- let's see. Section --
2 Section 10, paragraph A has -- states that -- that the
3 buyer covenants and agrees not to register said trade
4 name Giovanni's Aloha Shrimp outside of the State of
5 Hawaii. Have you ever attempted to -- to -- have you
6 ever filed an application outside of the State of Hawaii
7 to register Giovanni's Aloha Shrimp?
8 MS. FRASER: Objection. Legal conclusion.
9 THE WITNESS: Do I have to answer, or do I answer?
10 MS. FRASER: If you understand, you can.
11 THE WITNESS: Oh, we filed an application to -- what's
12 -- what's the word I'm looking for? What was the word
13 she used? We filed an application to register -- yeah,
14 register -- register the Giovanni's Aloha Shrimp name,
15 yes, with the national, right? It's a national...
16 MS. FRASER: I can't.
17 THE WITNESS: Oh, okay. I keep thinking your my --
18 you're my lawyer, You know. I guess -- okay. I -- I
19 believe -- yeah. I believe so. I would have to check
20 with my -- like I say, my attorney. But I -- I believe
21 so.
22 MS. PITTS:
23 Q. So you personally did not file the
24 application?
25 MS. FRASER: Objection.

1 MS. PITTS:
2 Q. Is that what you're saying?
3 MS. FRASER: Objection. Form. Calls for a legal
4 conclusion.
5 MS. PITTS:
6 Q. Okay. Did you physically -- were you -- have
7 you ever at any point, you personally, filed an
8 application or -- or filled out an application and
9 signed it for -- for a trademark, or was it always the
10 -- Jim Goodrich?
11 MS. FRASER: Objection. Form. Calls for a legal
12 conclusion.
13 THE WITNESS: I -- I -- I have never filled it out.
14 That was always his job. I very well may have signed
15 it.
16 MS. PITTS:
17 Q. Okay.
18 MS. FRASER: And just for clarification, to try and keep
19 a clear record, if you can let her finish the question.
20 So that way, the court reporter could take it all down
21 and provide your answer.
22 THE WITNESS: Okay.
23 MS. FRASER: Thank you.
24 MS. PITTS:
25 Q. What has -- has your business -- had LuckyU

1 ever sold bottled sauces? Has LuckyU ever sold bottled
2 sauces?
3 A. No.
4 Q. Do you have plans to do so, to sell bottled
5 sauces?
6 A. I don't know.
7 Q. Have you ever -- has LuckyU ever sold -- I
8 don't know how to -- has LuckyU ever operated anywhere
9 other than Hawaii?
10 MS. FRASER: Objection. Form.
11 THE WITNESS: I'm trying to think. When we were -- when
12 we were still selling the bottling sauce -- I guess the
13 answer is no. It wasn't under -- it's not -- it wasn't
14 under LuckyU. I -- I operated under Giovanni's Aloha
15 Foods selling -- selling Giovanni's sauces after
16 Giovanni left. We operated, you know, over the internet
17 and shipped the product -- shipped the product across
18 the country and across the world. But at that time, it
19 was not LuckyU, and LuckyU has not operated any revenue
20 generating -- any -- anything outside the State of
21 Hawaii.
22 MS. PITTS:
23 Q. Do you have any plans to -- to operate outside
24 of the State of Hawaii?
25 A. I don't know.

1 Q. Okay. Has John Aragona ever indicated prior
2 to actually -- let me start over.
3 Prior to -- prior to 2010, when you reviewed
4 the letter at exhibit -- Exhibit 10, had John Aragona
5 ever indicated that he did not consent to your using the
6 Giovanni's -- any of the Giovanni's trademarks?
7 MS. FRASER: Objection. Form.
8 THE WITNESS: Not that I'm aware of.
9 MS. PITTS:
10 Q. Well, has John Aragona ever indicated that he
11 did not consent to your using Giovanni's Shrimp Truck
12 prior to the document that you received in Exhibit 10?
13 MS. FRASER: Objection. Form.
14 THE WITNESS: Not that I'm aware of.
15 MS. PITTS:
16 Q. Okay. What about -- what about prior to
17 Giovanni's Original Shrimp Truck. Has he ever objected
18 prior to 2010?
19 MS. FRASER: Objection. Form.
20 THE WITNESS: I -- I -- prior to these -- prior to the
21 exhibit, the documents contained in Exhibit 10, I had
22 not heard a word from John for ten years. Until I
23 received the documents in Exhibit 10, I didn't even know
24 John Aragona -- I didn't even know if he was alive or
25 not.

1 MS. PITTS:
2 Q. Okay. I'm looking through the exhibits that
3 we have. You mentioned notoriety. You mentioned
4 notoriety being -- being part of the reason that your --
5 and focus on the brand was part of the reason your
6 revenue has increased recently. Can you give me -- can
7 you give me an example of -- of the notoriety that
8 you're talking about there?
9 A. Well, just, you know -- like I say, what's --
10 what's attracted a -- you know, a - a national food show
11 to do a, you know, do a story about us. That -- that's
12 what I meant by "Notoriety." Just, you know, there is a
13 -- there is the kind of -- there is the volume of the
14 stories that get done about us that -- that increases
15 our notoriety, and there is also the -- you know, the
16 specifics of it, the quality of it, let's -- let's say.
17 Or the -- the -- you know, the bigger the -- the bigger
18 the person reporting it, the bigger the story, you know?
19 So that -- that's if you're looking for clarification of
20 notoriety, that's what I meant by that.
21 Q. Okay. Could you turn back to your Exhibit 5,
22 please?
23 A. Sure. Okay.
24 Q. Okay. Specifically, at page -- the page
25 that's marked -- let's see what this is marked. It's

1 the page on your history from your website that's marked
2 002066.
3 A. Okay.
4 Q. All right. And if you look at the top of the
5 first date on there, 1993. This was prior to -- was
6 this -- at 1993, did you have any affiliation with the
7 shrimp truck business?
8 THE WITNESS: No.
9 MS. FRASER: Objection. Form.
10 MS. PITTS:
11 Q. What was your affiliation in 1995?
12 MS. FRASER: Objection. Form.
13 THE WITNESS: None.
14 MS. PITTS: Okay.
15 Q. In terms of the -- the award for the sauces,
16 the scampi sauce and the hot and spy sauce that's
17 mentioned, what was your involvement with these
18 contests?
19 A. I was there for them. I don't know the exact
20 date of the contest. So I'm not sure if we had
21 transitioned into Giovanni's Aloha Foods where I was a
22 member of that company with John or -- but I mean, I'm
23 -- I'm pretty sure I didn't fly to New York for nothing.
24 So I think I probably did have an interest in those
25 sauces, in that company, at the time.

1 Q. Okay. It was March 3rd, 1999 was the -- the
2 date of the specific dates. But is there a reason why
3 you start your timeline at 1993 versus when you actually
4 started the business -- started operating the shrimp
5 truck?
6 MS. FRASER: Objection. Form.
7 THE WITNESS: Well, the shrimp truck had been in
8 existence before that. So you know, I didn't -- I
9 didn't think it was fair necessarily to cut that part
10 out of it just like -- you know, I mean, there -- there
11 -- that's when -- that's when the first, you know,
12 window opened up, when the wheels turned. That's when
13 the shrimp truck itself, you know, started. And I
14 purchased it in 1997. So it's just part of the story.
15 MS. PITTS:
16 Q. Okay. You mentioned the -- that people like
17 being able to sign their names on the truck. You
18 mentioned that people like coming to the truck to sign
19 their name?
20 A. Yes.
21 Q. When did -- when did this start?
22 MS. FRASER: Objection. Form.
23 THE WITNESS: I don't know exactly when it started, but
24 it -- it started when -- when John and Connie owned the
25 -- owned the business.

1 MS. PITTS: Okay. I think that's all I have.
2 MS. FRASER: I just had a couple clarifying questions
3 that won't be long.
4 EXAMINATION
5 BY MS. FRASER:
6 Q. Mr. Nitsche, if I could ask you to look at
7 what we've marked as Exhibit 13?
8 A. Okay.
9 Q. And specifically, pages 40 and 41?
10 A. Okay.
11 Q. What other locations, if any, have the shrimp
12 trucks visited since you have operated the shrimp
13 trucks?
14 A. Oh, yeah. We do -- we -- the trucks
15 themselves don't move. They don't go anywhere, but we
16 do plenty of festivals, and you know, fairs, and setups
17 and booths, and you know, all -- all over the island.
18 This Friday, we are doing one in Waikiki for the
19 Ho'olaulea street festival. So, you know, the trucks
20 themselves stay where they are add. But you know,
21 Giovanni's -- Giovanni's Shrimp, we go all around the
22 island.
23 Q. What if any objection has anyone on John or
24 Connie Aragona's behalf ever made to having Giovanni's
25 shrimp at festivals in different locations?

1 A. They never said a word about it.
2 Q. Did you acquire all rights to the Giovanni's
3 names after buying rights from John and Connie Aragona
4 and dissolution of the Giovanni's Aloha Foods, LLC?
5 A. I believe so.
6 MS. FRASER: I have nothing further.
7 MS. PITTS: I -- I actually have one -- one follow up.
8 EXAMINATION
9 BY MS. PITTS:
10 Q. Is John -- is John -- is John -- what is
11 John's nickname?
12 MS. FRASER: Objection. And move to strike as beyond
13 the scope of the initial testimony.
14 MS. PITTS:
15 Q. Do you know where --
16 A. Asshole?
17 Q. Do you know where the Giovanni in -- in
18 Giovanni's Shrimp Truck came from?
19 MS. FRASER: Objection. Move to strike as beyond the
20 scope.
21 MS. PITTS:
22 Q. Are you -- you're not -- you're not going to
23 answer now?
24 A. Oh, should I? I'm sorry. I don't -- I'm
25 sorry. I don't know -- I'm not -- I'm not really up on

1 the legal -- should I --
2 MS. FRASER: Counselor, I've objected as beyond the
3 scope. So I will be moving to strike any testimony such
4 as the questions you've just asked as well as testimony
5 about the sale of sauces which I believe goes beyond the
6 initial scope of the examination. But you can ask the
7 witness again, if you would like.
8 THE WITNESS: Giovanni means John. Giovanni is John in
9 Italian, as far as I -- as far as I know. That was
10 where -- where that came from.
11 MS. PITTS: Okay. Thank you.
12 MS. FRASER: Are you finished, Jamie?
13 MS. PITTS: Yeah. That's it.
14 MS. FRASER: Okay. Well, thank you very much.
15
16 Oh, I would like to just clarify on the record
17 that we will designate this as Trade Secret/Commercially
18 Sensitive under the protective order at the Trademark
19 Trial and Appeal Board, and I can confirm that after the
20 fact.
21 I would just like a regular transcript. I'll
22 take a dirty rough transcript as well as a regular
23 version of the transcript, and then we will follow up
24 for the appropriate certification for use at the
25 Trademark Trial and Appeal Board.

1 (The deposition was concluded at 2:11 p.m.)

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1 C E R T I F I C A T E

2 STATE OF HAWAII)

3) SS:

4 CITY AND COUNTY OF HONOLULU)

5

6 I, ROBERT K. BALIAN, Certified Shorthand Reporter, do hereby certify:

7 That on Wednesday, September 17, 2014, at 10:48
8 a.m., appeared before me TROY NITSCHE, the witness whose deposition is contained herein; that prior to being
9 examined he was by me duly sworn;

10 That the deposition was taken down by me in machine shorthand and was thereafter reduced to typewriting;
11 that the foregoing represents, to the best of my ability, a true and correct transcript of the
12 proceedings had in the foregoing matter.

13 That pursuant to Rule 30(e) of the Hawaii Rules of Civil Procedure, a request for an opportunity to review
14 and make changes to this transcript:

15 _____ Was made by the deponent or a party (and/or their attorney) prior to the completion of the
16 deposition.
__X__ Was **not** made by the deponent or a party (and/or
17 their attorney) prior to the completion of the deposition.
18 _____ Was waived.

19 I further certify that I am not an attorney for any of the parties hereto, nor in any way concerned with the
20 cause.

21 Dated this 18th day of September, 2014, in Honolulu, Hawaii.

22

23

24 Robert K. Balian

25 ROBERT K. BALIAN, CSR NO. 463

1 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

2 BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

3 In the matter of Trademark Trial and Appeal Board
Cancellation No. 92057023
4 Marks: GIOVANNI'S ALOHA FOODS
GIOVANNI'S SCAMPI MARINADE
5 GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK
GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE
6

LUCKYU ENTERPRISES, INC.,	)	
7 DBA, GIOVANNI'S ORIGINAL	)	
WHITE SHRIMP TRUCK,	)	
8	)	
Petitioner,	)	
9	)	
Vs.	)	Cancellation No. 92057023
10	)	
JOHN "GIOVANNI" ARAGONA,	)	
11	)	
Respondent.	)	Trade Secret/Commercially
12	)	Sensitive

13

14 DEPOSITION OF TROY NITSCHE

15

16 Taken on behalf of the Petitioner, LuckyU Enterprises,
17 Inc., dba Giovanni's Original White Shrimp Truck, at
18 Ralph Rosenberg Court Reporters, Inc., American Savings
19 Bank Tower, 1001 Bishop Street, Suite 2460, Honolulu,
20 Hawaii, commencing at 10:48 a.m. on Wednesday, September
21 17, 2014, pursuant to Notice.

22

23 BEFORE: ROBERT K. BALIAN, RPR, CRR, CSR No. 463

24

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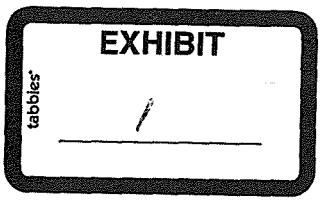
In the matter of Trademark Trial and Appeal Board
Cancellation No. 92057023
Registration Nos: 4,220,686 - GIOVANNI'S ALOHA FOODS
4,224,400 - GIOVANNI'S SCAMPI MARINADE
4,232,469 - GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK
4,248,595 - GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE

LuckyU Enterprises, Inc., dba Giovanni's	:	
Original White Shrimp Truck	:	
Petitioner,	:	
v.	:	Cancellation No. 92057023
John "Giovanni" Aragona	:	
Respondent.	:	

Troy Nitsche Deposition **Exhibit: 1**

Exhibit Offered by Petitioner

2014.09.17



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

In the matter of Trademark Trial and Appeal Board
Cancellation No. 92057023
Marks: GIOVANNI'S ALOHA FOODS
GIOVANNI'S SCAMPI MARINADE
GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK
GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE

LuckyU Enterprises, Inc., dba Giovanni's Original White Shrimp Truck	:	
Petitioner,	:	
v.	:	Cancellation No. 92057023
John "Giovanni" Aragona	:	
Respondent.	:	

AMENDED PETITIONER'S NOTICE OF TESTIMONY DEPOSITIONOF TROY NITSCHE

Please take notice that, pursuant to Trademark Rule 2.123(c), Petitioner, LuckyU Enterprises, Inc., dba Giovanni's Original White Shrimp Truck ("Petitioner"), by and through its attorneys, will take the testimony deposition upon oral examination of Troy Nitsche on **September 17th, 2014** at **10:00 AM (HST)** in a conference room at Ralph Rosenberg Court Reporters, Inc., 1001 Bishop Street, Suite 2460, Honolulu, Hawaii 96813.

The oral examination will take place before a Notary Public or other officer authorized to administer oaths, and may be videotaped in addition to being recorded stenographically. The deposition will continue from day to day as necessary until completed.

You are invited to attend and cross-examine.

Respectfully submitted,
LuckyU Enterprises, Inc. dba Giovanni's Original White Shrimp Truck

Date: September 11th, 2014

s/Daniel P. Mullarkey/

Jennifer Fraser
Daniel P. Mullarkey
Novak Druce Connolly Bove + Quigg LLP
1875 Eye Street, NW, 11th Floor
Washington, DC 20006
Attorneys for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on this 11th day of September 2014 a true and correct copy of the foregoing **AMENDED PETITIONER'S NOTICE OF TESTIMONY DEPOSITION OF TROY NITSCHE** was served via first class mail to Respondent's Counsel Jamie Pitts at The Law Office of Jamie N. Pitts, 3340 Wood Thrush Dr., Ste. 341, Punta Gorda, FL 33950, with a courtesy copy sent via email to Jamienpitts@jpnlawfirm.com.

s/Daniel P. Mullarkey/

Daniel P. Mullarkey

In the matter of Trademark Trial and Appeal Board
Cancellation No. 92057023
Registration Nos: 4,220,686 - GIOVANNI'S ALOHA FOODS
4,224,400 - GIOVANNI'S SCAMPI MARINADE
4,232,469 - GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK
4,248,595 - GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE

LuckyU Enterprises, Inc., dba Giovanni's	:	
Original White Shrimp Truck	:	
Petitioner,	:	
v.	:	Cancellation No. 92057023
John "Giovanni" Aragona	:	
Respondent.	:	

Troy Nitsche Deposition **Exhibit: 2**

Exhibit Offered by Petitioner

2014.09.17

PLEASE PAY FROM THIS INVOICE

INVOICE

INVOICE DATE	INVOICE NUMBER
08/01/08	HN199865

MORRIS VISITOR PUBLICATIONS, LLC
P.O. Box 933574
Atlanta, GA 31193-3574
Customer Service: 800-680-4035

Bill To #: 118740
GIOVANNI'S
57-120 Lalo Kuilima Way #12
KAHUKU, HI 96731

Advertiser: 118740*AD
GIOVANNI'S

Order#	Issue Date	Frequency	Purchase Order/Reference	Account Executive	Page
22	08/01/2008	1X		WINGATE,SEAN	

Hawaii Television

30SEC 8 X DAY SPOT 395.00

EXHIBIT
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2

Sub Total 395.00
HI/Oahu Tax 4.71% 18.60

Thank you for allowing us the opportunity to represent you and bring visitors to your business!

INVOICE TOTAL $413.60

Please tear here and return this stub with your remittance.

Bill To #	Pay This Amt	Inv Date	Inv#
118740	$413.60	08/01/08	HN199865

If paying by credit card, please fill in the following information legibly, sign and FAX to 706-821-6628. MasterCard, Visa, or American Express only.

Credit Card Number: _____

Expiration Date: _____

Signature: _____

GIOVANNI'S
57-120 Lalo Kuilima Way #12
KAHUKU, HI 96731

REMIT TO:
MORRIS VISITOR PUBLICATIONS, LLC
P.O. Box 933574
Atlanta, GA 31193-3574

Customer Service: 800-680-4035

If you are interested in receiving electronic statements via email, please send an email from the desired address to mvpcustomerservice@morris.com.

CONFIDENTIAL

In the matter of Trademark Trial and Appeal Board
Cancellation No. 92057023
Registration Nos: 4,220,686 - GIOVANNI'S ALOHA FOODS
4,224,400 - GIOVANNI'S SCAMPI MARINADE
4,232,469 - GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK
4,248,595 - GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE

LuckyU Enterprises, Inc., dba Giovanni's	:	
Original White Shrimp Truck	:	
Petitioner,	:	
v.	:	Cancellation No. 92057023
John "Giovanni" Aragona	:	
Respondent.	:	

Troy Nitsche Deposition **Exhibit: 3**

Exhibit Offered by Petitioner

2014.09.17

The North Shore

When Honolulu residents say they're "going to the country," most of them mean they're headed for the North Shore of the island. The pace here is a little slower, the landscape is greener, the buildings are smaller, and the surf is better (at least during the winter months). Also, the artists are more creative, the beaches aren't as crowded, the people are usually friendlier and the shave ice is tastier.

HALE'IWA TOWN. To tour the seaside town of Hale'iwa (page 94, 9 & 10-E & F), be sure to stay on Kamehameha Highway. In this rustic town, ramshackle wooden buildings house shave-ice stands, surf shops, clothing stores, art galleries, and other hidden treasures. And, since Hale'iwa is home to big-wave surfing, look for the North Shore Surf and Cultural Museum in a corner of the North Shore Marketplace.

NORTH SHORE MARKETPLACE. One of the treasures of Hale'iwa town on the North Shore, this Marketplace is home to many locally owned-and-operated shops. You can dine at Cholo's Homestyle Mexican Restaurant, find arts and crafts at Polynesian Treasures or Britton Gallery, cool off with a shave ice at Aloha General Store, or buy a swimsuit at North Shore Swimwear. See pages 96–97 and map on page 94, 9-F.

POLYNESIAN CULTURAL CENTER. South Pacific lifestyles come alive in La'ie where authentic villages recreate the arts, crafts and games of seven island nations. Highlights include a Canoe Pageant, "Dolphins" and "The Living Sea" movies shown on the giant IMAX screen, and "Horizons, Where the Sea Meets the Sky," the Center's lavish Polynesian revue. 808 293-3333.

GIOVANNI'S SHRIMP TRUCK. Hawai'i's original white shrimp truck, Giovanni's has become a North Shore staple with visitors and locals alike. Recently chosen as one of Hawai'i's "Best Finds" by the travel buffs at Travelocity, Giovanni's has been serving up the tastiest Garlic, Hot & Spicy, and Lemon-Butter Shrimp for over 10 years. Look for the white truck on Kamehameha Highway (83) in Kahuku (page 94, 20-E). Also in Hale'iwa. For information, call 808 293-1839, and don't forget to sign the truck!

Continued on page 99

EXHIBIT
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CONFIDENTILuckyU 000131

NORTH MARK

Escape to the Charm

A unique place to shop along the North Shore, North Shore Marketplace has been THE shopping destination in Hale'iwa for nearly two decades. The Marketplace is a favorite of residents and visitors because of the mix of businesses, including jewelry, surfing and clothing stores, art galleries, real estate and financial service companies, and different types of food-serving establishments.

The North Shore Marketplace's ambiance reflects the nostalgic atmosphere of the plantation days and recalls a earlier era of Hale'iwa town. "Reaching People with Aloha."

ART GALLERY:
- Aloha Art Island
- Britton Gallery
- Cross Roads

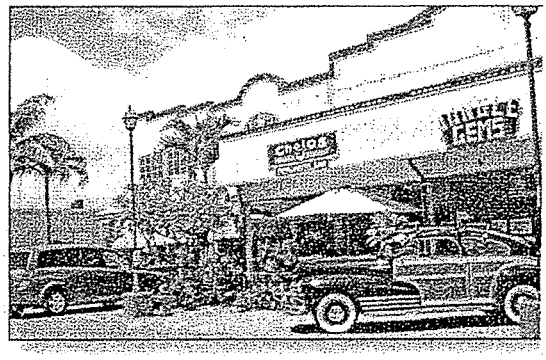
COFFEE SHOP:
- Coffee Gallery

FASHION & ACCESSORIES:
- GUILTY–never confess
- Silver Moon Emporium

FAST FOOD, GOURMET SANDWICHES & SNACKS:
- Kono's

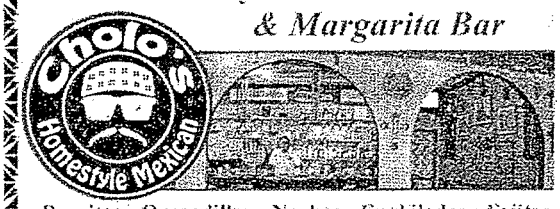
GIFT & SPECIALTY:
- North Shore Glass
- Oceans in Glass
- Polynesian Treasures
- Twelve Tribes

HAWAIIAN GIFTS:
- Aloha General Store



The North Shore Marketplace in Hale'iwa town is home to a mix of businesses that attract residents and visitors alike. Shoppers can enjoy a refreshing margarita at Cholo's, shop for a bathing suit at North Shore Swimwear and much more.

Cholo's Homestyle Mexican Restaurant
& Margarita Bar



Burritos • Quesadillas • Nachos • Enchiladas • Fajitas

Dine-In Take-Out

"Hawaii's Best Little Mexican Restaurant"

Island Fresh Fish Tacos

Major Credit Cards Accepted

Open 10:30am to 9:30pm • 7 Days a Week

Bar Open Later • Call 637-3059

Located in the North Shore Marketplace — 66250 Kamehameha Highway Haleiwa, Hawaii 96712

In the matter of Trademark Trial and Appeal Board
Cancellation No. 92057023
Registration Nos: 4,220,686 - GIOVANNI'S ALOHA FOODS
4,224,400 - GIOVANNI'S SCAMPI MARINADE
4,232,469 - GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK
4,248,595 - GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE

LuckyU Enterprises, Inc., dba Giovanni's	:	
Original White Shrimp Truck	:	
Petitioner,	:	
v.	:	Cancellation No. 92057023
John "Giovanni" Aragona	:	
Respondent.	:	

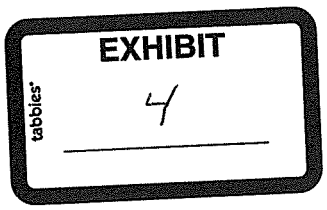
Troy Nitsche Deposition **Exhibit: 4**

Exhibit Offered by Petitioner

2014.09.17

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

In the matter of Trademark Registration No. 4,220,686
Mark: GIOVANNI'S ALOHA FOODS
Registration date: October 9, 2012



In the matter of Trademark Registration No. 4,224,400
Mark: GIOVANNI'S SCAMPI MARINADE
Registration date: October 16, 2012

In the matter of Trademark Registration No. 4,232,569
Mark: GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK
Registration date: October 30, 2012

In the matter of Trademark Registration No. 4,248,595
Mark: GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE
Registration date: November 27, 2012

LuckyU Enterprises, Inc., dba Giovanni's Original White Shrimp Truck	:	
Petitioner,	:	
v.	:	Cancellation No. 92057023
John "Giovanni" Aragona	:	
Respondent.	:	

PETITIONER'S RESPONSES TO REGISTRANT'S
<u>FIRST SET OF INTERROGATORIES</u>

Pursuant to Federal Rule of Civil Procedure 33, Petitioner LuckyU Enterprises, Inc. ("Petitioner") hereby responds and objects to the First Set of Interrogatories propounded by Respondent, John "Giovanni" Aragona ("Respondent" or "Registrant"), as follows:

INTRODUCTION

The following responses, while based on diligent exploration by Petitioner and its counsel, are necessarily supported only by those facts and writings, presently and specifically known and readily available to Petitioner. Petitioner has not completed its investigation of all the facts related to the subject matter of this action, discovery, or its preparation for the Cancellation proceeding. Petitioner therefore makes these Responses without prejudice to its right to produce at any stage of these proceedings, including at trial, evidence of any facts or information that Petitioner may later recall or discover. Petitioner further reserves the right to change, amend or supplement any or all of the matters contained in these Responses with factors or information that it learns was omitted by inadvertence, mistake, excusable neglect, and as additional facts are ascertained, analyses are made, research is completed and contentions are made in this proceeding.

These Responses also are made solely for the purpose of this action, and are subject to all objections as to competence, relevance, materiality, propriety and admissibility, and to any and all other objections on any grounds that would require the exclusion of any statements contained herein if such Request were asked of, or statements contained herein were made by, a witness present and testifying in this proceeding. All such objections and grounds are expressly reserved and may be interposed during the testimony period.

Petitioner's Response to each individual Interrogatory is submitted without prejudice to, and without in any way waiving, the general objections listed below but not expressly set for in that response. These objections are incorporated into every response and are set forth here to avoid the duplication and repetition of restating them for each Interrogatory. These general objections may specifically be referred to in response to a Interrogatory for clarity; however, the

failure to specifically repeat a general objection should not be construed as a waiver of the objection. Moreover, no incidental or implied admissions are intended by the Responses below. The fact that Petitioner has answered or objected to all or part of any Interrogatory should not be construed or taken as an admission that Petitioner accepts or admits the existence of any purported facts set forth or assumed by such Request or that Petitioner has waived or intended to waive any part of any objection to the Request. Furthermore, Petitioner's objections to Registrant's Interrogatories do not necessarily reflect the existence of the requested information.

GENERAL OBJECTIONS

1. Petitioner objects to these Interrogatories to the extent they seek to impose an obligation on Petitioner which exceeds a litigant's discovery obligations as provided by the Federal Rules of Civil Procedure or the Trademark Rules of Practice.

2. Petitioner objects to these Interrogatories to the extent they use vague, ambiguous, indefinite or undefined terms and are overly broad and unduly burdensome so as to render it impossible to respond in any reasonable manner or amount of time.

3. Petitioner objects to these Interrogatories to extent they seek information publicly available and/or already in the possession of Registrant and/or information in the custody or control of third parties.

4. Petitioner objects to these Interrogatories to the extent they encompass and seek documents, information or communications protected from discovery on grounds of the attorney-client privilege, work product immunity, trial preparation material and/or other applicable privileges or immunities from discovery and such information will be withheld (herein generally referred to as "privilege").

5. Petitioner objects to each Interrogatory to the extent that investigation and discovery are ongoing.

6. Petitioner objects to the multiplicity of the Interrogatories; there are clearly more than the numbered 28. For instance, Interrogatory No. 1 is comprised of numerous parts.

7. The specific Responses set forth below are based upon Petitioner's interpretation of the language used in the Interrogatories, and Petitioner reserves the right to amend or supplement further its responses in the event Registrant asserts an interpretation that differs from Petitioner's interpretation.

8. Petitioner objects to the definition "Registrant's Marks" " as vague and indefinite and further objects to each request that uses the term "Registrant's Marks." Petitioner further objects to the extent the definition seeks to suggest Registrant's ownership of the marks and that Registrant owns marks that are not the subject of any registrations. Petitioner further objects to the Requests to the extent they refer to a time frame and events when Registrant did not own the Registrations, was not an owner of the mark(s), and/or and was not the sole owner of the mark.

9. Petitioner objects to the definition "Marks in Petitioner's Applications" as vague and indefinite and further objects to each request that uses the term "Petitioner's Applications."

10. Petitioner objects to these Requests to the extent they refer to "marks" as undefined, vague, ambiguous and indefinite and further is confusing and incongruent with Registrant's definition for "Marks in Petitioner's Applications and therefore Petitioner cannot respond to any Interrogatory requesting this information.

11. Petitioner objects to term "the Amendment" as vague and indefinite and further objects to each request that uses the term "Amendment." Petitioner further objects to the extent the definition seeks to suggest there was an effective, agreed-upon or signed Amendment to the

Asset Purchase Agreement and tries to mischaracterize the terms of the signed Asset Purchase Agreement.

12. Petitioner objects to definition No. 12 referring to the definition of "document" as overly broad and unduly burdensome to the extent it requires identification and a general description, the number of pages in the document and any other request outside the normal bounds of discovery.

13. Each and all of these General Objections are hereinafter incorporated by reference in response to each and every Request.

INTERROGATORIES

INTERROGATORY NO. 1: With respect to each of the Marks in Petitioner's Applications, (a) identify the person(s) most knowledgeable with respect to the adoption, use, projected use, or of the marks, (b) identify the date of first use in commerce of each of the marks, and (c) state in detail each and every product or service identified by the marks.

RESPONSE:

Petitioner objection to this interrogatory to the extent it requests publicly available information. Further, Petitioner objects to this request to the extent the term "marks" is vague and indefinite and to the extent the term is defined by Registrant as stated in General Objection No. 10 above. Petitioner further objects to the phrase "Marks in Petitioner's Applications" as defined by Registrant and as stated in General Objection No. 9 above. Petitioner also objects to the phrase "or of the marks" as vague and ambiguous. Petitioner also objects to this interrogatory because the term "use" is vague, ambiguous and undefined. Petitioner also objects to the request to the extent it is a compound interrogatory and therefore should be treated as such, i.e., the

interrogatory requests (1) identification of a person or persons, (2) requests the date of first use of each "mark" and (3) requests each product and service identified by the "marks."

Subject to and without waiver of the foregoing objections, Petitioner refers Respondent to the individual identified in Petitioner's Initial Disclosures and, specifically, Troy Nitsche. In order to answer the second two requests, and to extent Petitioner understands this Interrogatory, Petitioner directs Registrant to the Petition for Cancellation paragraphs 10-12 and U.S. Trademark Application Serial Nos. 85/897,872 and 85/897,861. As stated therein, GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK was first used in commerce at least as early as March 1, 1998. GIOVANNI'S SHRIMP TRUCK was first used in commerce at in November of 1997. The mark GIOVANNI'S ALOHA SHRIMP was first used by Petitioner in November of 1997. The services associated with each mark are: providing food and drink; providing food and drink via a mobile truck; restaurant services, including sit-down service of food and take-out restaurant services; restaurant services, namely, providing of food and beverages for consumption on and off the premises; serving food and drinks.

INTERROGATORY NO. 2: For each of the Marks in Petitioner's Applications, state all channels of trade in which each product or service identified, or to be identified, have been sold, are presently sold or offered for sale, or intended to be offered for sale, and state all manners in which these products or services are distributed, offered for sale and/or sold, or intended to be distributed, offered for sale and/or sold.

RESPONSE:

Petitioner objects to this Interrogatory to the extent it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Petitioner further objects to this interrogatory to the extent it requests publicly available information. Petitioner

further objects to the phrase "Marks in Petitioner's Applications" as defined by Registrant and as stated in General Objection No. 9 above. Petitioner further objects to the phrase "all channels of trade" as vague, ambiguous and undefined. For purposes of its response, Petitioner interprets "all channels of trade" to mean generally how/through whom products or services are sold to consumers.

Subject to and without waiver of the foregoing objections, Petitioner currently provides the following: providing food and drink; providing food and drink via a mobile truck; restaurant services, including sit-down service of food and take-out restaurant services; restaurant services, namely, providing of food and beverages for consumption on and off the premises; serving food and drinks. These services are currently offered at two locations (i.e., the "Haleiwa Property" and the "Kahuku Property").

INTERROGATORY NO. 3: Identify each geographic area and location in the United States in which Petitioner, or others under the authority of Petitioner, have advertised or promoted (or intends to advertise or promote) the products and/or services identified in response to Interrogatory No. 1, including the date of the advertisement, the name of the publication(s) in which any print advertisements appeared, the name of the radio or television station(s) in which a broadcast advertisement was broadcast, and all documents relating to all such advertising or promotion. With regard to internet websites, identify the address or the "URL" of each website, describe what is offered on the site and when each item was first offered at the site, and describe in detail whether items as advertised can be purchased from the web site or whether only information is offered at the web site.

RESPONSE:

Petitioner objects to this Interrogatory to the extent it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Petitioner further objects to this interrogatory to the extent it requests publicly available information. Petitioner objects to the phrase "geographic area and location" as vague and indefinite. Further, Petitioner objects to the phrase "authority of Petitioner" as vague, ambiguous and undefined.

Subject to and without waiver of the foregoing objections, Petitioner owns and uses the website www.giovannisshrimptruck.com which advertises the services, but does not presently directly sell any products. The website has been in operation since approximately January 5, 2011. Petitioner's restaurant services are rendered in Hawaii, and most advertising is directed to Hawaii and its residents and visitors, but Petitioner's trademarks and accompanying services are also known outside Hawaii and within the rest of the United States and other foreign jurisdictions. For example, see the Travel Channel episode featuring Hawaii and Petitioner's shrimp truck at http://www.travelchannel.com/video/adam-goes-hawaiian. Petitioner directs Respondent to documents produced in this proceeding by Petitioner, and Petitioner is making appropriate inquiries and will supply additional relevant information if available at the appropriate time.

INTERROGATORY NO. 4: State the annual dollar amount expended by Petitioner or by others under the authority of or at the direction of Petitioner, for all advertising and promotion identified in your response to Interrogatory No. 3, from the date of first use of each mark to the present.

RESPONSE:

Petitioner objects to this interrogatory to the extent the phrase "others under the authority of or at the direction of Petitioner" is vague and indefinite.

Subject to and without waiver of the foregoing objections, Petitioner can only state with certainty its annual advertising and promotion since 2008 is around:

direct p 8/9 what is your advert for 08, 09, 10, 11, 12

2008 = $25,500
2009 = $27,200
2010 = $40,300
2011 = $65,300
2012 = $61,400

Petitioner further directs Respondent to documents produced in this proceeding by Petitioner and Petitioner is making appropriate inquiries and will supply additional relevant information if available at the appropriate time. This response should be considered HIGHLY CONFIDENTIAL – TRADE SECRET/COMMERCIALLY SENSITIVE.

INTERROGATORY NO. 5: Identify each person who possesses knowledge of the facts surrounding the selection, adoption and use of each of the Marks in Petitioner's Applications, state in detail the knowledge of each such person possesses, identify all documents related to the selection, adoption, and use of these marks, and state in detail all reasons for the selection of these marks as opposed to any other mark.

RESPONSE:

Petitioner objects to this Interrogatory to the extent it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Further, Petitioner objects to this request to the extent the term "marks" is vague and indefinite as stated in General Objection No. 9 above. Petitioner further objects to the phrase "Marks in Petitioner's Applications" as defined by Registrant as stated in General Objection No. 8 above. Petitioner

further objects to the term "use" as vague, ambiguous and undefined. Petitioner also objects to the extent this request is unduly burdensome as it appears to request that petitioner explain in detail the reasons why "any other mark" was not selected which is an indefinite term. Furthermore, Petitioner objects to the request to the extent it is a compound interrogatory and therefore should be treated as such, i.e., the interrogatory requests (1) identification of a person or person, (2) identification of documents and (3) requests a statement in detail "all reasons for the selection of these marks."

Subject to and without waiver of the foregoing objections, Petitioner identifies Troy Nitsche as described in Petitioner's Initial Disclosures and further identifies Jim Goodrich of 149 Plantation Circle, Ponte Vidra Beach, FL 32082. Further, Petitioner identifies all persons identified in Petitioner's Initial Disclosures, including John and Connie Aragona. Petitioner further responds that Nitsche Enterprises, Inc., Petitioner's predecessor-in-interest entered into an asset purchase agreement with John and Connie Aragona and purchased all assets associated with their shrimp food truck known as Giovanni's Aloha Shrimp including any goodwill thereto in the mark GIOVANNI'S ALOHA SHRIMP. Subsequent to the purchase of all the assets, Petitioner adopted the marks GIOVANNI'S SHRIMP TRUCK and GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK in order to differentiate Petitioner's services from those of competitors. To the extent any documents exist evidencing the selection, adoption and use of these marks, the documents will be produced at the appropriate time.

INTERROGATORY NO. 6: State your annual gross revenue for each product or service identified by each of the Marks in Petitioner's Applications, and identify each person with knowledge of the facts set forth in response to this Interrogatory and state the specific knowledge that each person possesses.

RESPONSE:

Petitioner objects to this Interrogatory as overbroad and unduly burdensome and not likely to lead to admissible evidence and therefore not relevant to the extent it is unlimited in time. Petitioner further objects to the phrase "Marks in Petitioner's Applications" as defined by Registrant and stated in General Objection No. 9 above.

Subject to and without waiver of the foregoing objections Petitioner responds that the various restaurant services described in U.S. Trademark Application Serial Nos. 85/897,872 and 85/897,861 grossed approximately $4,300,000 in 2012. Petitioner grossed around $3,600,000 in 2010 and $4,100,000 in 2011. Petitioner's predecessor, Nitsche Enterprises, grossed approximately $150,000 in 1998. Troy Nitche has the specific knowledge relating to Petitioner's annual gross revenue for its various restaurant services. Petitioner further directs Respondent to documents produced in this proceeding by Petitioner and Petitioner is making appropriate inquiries and will supply additional relevant information if available at the appropriate time. This response should be considered HIGHLY CONFIDENTIAL – TRADE SECRET/COMMERCIALLY SENSITIVE.

INTERROGATORY NO. 7: Identify each search, clearance, watch service, investigation or other inquiry, prepared by you, or on your behalf, directed to each of the Marks in Petitioner's Applications; Registrant's Marks; and/or any other mark including the term "Giovanni's" as a component, and state the nature and means of preparing each such clearance, watch service report, investigation or other inquiry, the date(s) upon which each such clearance, watch service report, investigation, or other inquiry was conducted, the identity of each person involved in conducting, receiving and reviewing such search clearance, watch service report, investigation or

other inquiry, and each person who authorized each such clearance, watch service report, investigation or other inquiry.

RESPONSE:

Petitioner objects to this Interrogatory to the extent it seeks information subject to attorney-client privileged information and/or attorney work-product protection. Further, Petitioner objects to this request to the extent the term "mark" is vague and indefinite and as stated in General Objection No. 9 above. Petitioner further objects to the phrase "Marks in Petitioner's Applications" as defined by Registrant and stated in General Objection No. 9 above. Furthermore, Petitioner objects to the phrase "Registrant's Marks" as defined by Registrant and stated in General Objection No. 9 above.

Subject to and without waiver of the foregoing objections, Petitioners responds that Jim Goodrich conducted a search of the USPTO trademark records prior to filing trademark applications for certain marks in 2010.

INTERROGATORY NO. 8: Describe in detail your use, intended use, or anticipated use in commerce in the United States and the circumstances surrounding first use for each of the Marks in Petitioner's Applications and any other mark that includes the term "Giovanni's" as a component.

RESPONSE:

Petitioner objects to this interrogatory to the extent it seeks a legal conclusion. Petitioner further objects to the term "use" as vague and indefinite and thus describing use is also confusing. Petitioner further objects to the terms "intended use" and "anticipated use" as vague, indefinite, and not likely to lead to admissible evidence and are therefore irrelevant. Further, Petitioner objects to this request to the extent the term "marks" is vague and indefinite and as

stated in General Objection No. 10 above. Petitioner further objects to the phrase "Marks in Petitioner's Applications" as defined by Registrant and as stated in General Objection No. 9 above. Petitioner also objects to the phrase "circumstances surrounding" as vague, indefinite and undefined. Petitioner also objects to the request to the extent it is a compound interrogatory and therefore should be treated as such, i.e., the interrogatory requests (1) detail use (2) intended use (3) anticipated use and (4) circumstances surrounding first use.

Subject to and without waiver of the foregoing objections, Petitioner uses the marks, defined in the Petition for Cancellation at paragraphs 10-12, in connection with the sale of shrimp and related food from its food trucks and further with services described in U.S. Trademark Application Serial Nos. 85/897,872 and 85/897,861 and as explained more fully above in Petitioner's Response to Interrogatory No. 1. Petitioner's predecessor, Nitsche Enterprises, first started using the marks after it purchased the assets defined in the APA including any goodwill in the mark, if any, and the prior use benefits Nitsche Enterprises. Petitioner first started using the marks after the formation of LuckyU Enterprises, Inc d/b/a Giovanni's Original White Shrimp Truck in 2001.

INTERROGATORY NO. 9: State whether you claim any trademark rights in any of Registrant's Marks, the Marks in Petitioner's Applications, and/or any other mark that includes the term "Giovanni's" as a component, and how you claim those rights arose (i.e., whether by assignment, license, operation of law, or other transfer, express or implied), stating the precise right acquired by you from each such person, the date(s) on which you acquired rights, and identifying any relevant documents relating to such acquisition of rights and the means whereby such acquisition of rights was accomplished.

RESPONSE:

Petitioner objects to the extent this Interrogatory seeks a legal conclusion. Further, Petitioner objects to this request to the extent the term "marks" is vague and indefinite and as stated in General Objection No. 9 above. Petitioner further objects to the phrase "Marks in Petitioner's Applications" as defined by Registrant and stated in General Objection No. 9 above. Petitioner also objects to the phrase "Registrant's Marks" as vague and indefinite as stated in General Objection No. 8 above.

Subject to and without waiver of the foregoing objections, Petitioner has trademark rights in at least the marks described in the Petitioner for Cancellation. Petitioner's rights arose from continued use of the marks since Petitioner's formation in 2001 and before that from the use of the marks since Nitsche Enterprises purchased the assets in the APA from the sellers, Connie Aragona and John Aragona.

INTERROGATORY NO. 10: Other than this proceeding, state whether you are presently, or have ever been, a party to any litigation, TTAB proceeding, or other proceeding anywhere in the world, in which the similarity of the Marks in Petitioner's Applications to a third party's mark was at issue. If you were the objecting party, identify all individuals involved in making the decision to object.

RESPONSE:

Petitioner objects to this interrogatory to the extent it calls for information neither relevant to this action nor reasonably calculated to lead to the discovery of admissible evidence. Further, Petitioner objects to this request to the extent the term "mark" is vague and indefinite and as stated in General Objection No. 10 above. Petitioner further objects to the phrase "Marks in Petitioner's Applications" as defined by Registrant and stated in General Objection No. 9

above. Petitioner also objects to the term "similarity" as vague, ambiguous and indefinite. Petitioner also objects to the phrase "was at issue" as vague, ambiguous and indefinite.

Subject to and without waiver of the foregoing objections, Petitioner is not aware of any other proceeding involving the marks described in the Petition for Cancellation.

INTERROGATORY NO. 11: Identify each person who prepared, assisted in the preparation of, providing information, who was consulted, or whose documents or files were consulted for the answers to the foregoing and following interrogatories, stating each interrogatory that each such individual prepared, assisted in the preparation of, provided information for, who was consulted for, or whose documents or files were consulted for the answer thereto.

RESPONSE:

Petitioner objects to this interrogatory to the extent it seeks information subject to attorney-client privilege and/or attorney work-product protection. Petitioner further objects to the phrase "providing information" as vague, ambiguous and otherwise confusing.

Subject to and without waiver of the foregoing objections, Petitioner identifies Troy Nitsche and Jim Goodrich, and responds that both Mr. Nitsche and Mr. Goodrich were involved in the preparation of most of these interrogatories. Mr. Nitsche was solely responsible for responding to Interrogatory Nos. 4 and 6.

INTERROGATORY NO. 12: If you have ever conducted or caused to be conducted on its behalf any market survey or other investigation which disclosed or related in any way to consumer recognition or awareness of any of the Marks in Petitioner's Applications, Registrant's Marks, or any other mark that includes the term "Giovanni's" as a component, identify the date or dates of such survey or investigation, each person who conducted or is conducting such survey

or investigation, the results of such survey or investigation, and all documents which relate in any way to such survey or investigation.

RESPONSE:

Petitioner objects to this interrogatory to the extent it uses "its" as incomprehensible. Further, Petitioner objects to this request to the extent the term "marks" is vague and indefinite and as stated in General Objection No. 10 above. Petitioner further objects to the phrase "Marks in Petitioner's Applications" as defined by Registrant and stated in General Objection No. 9 above. Petitioner also objects to the phrase "Registrant's Marks" as vague and indefinite and as stated in General Objection No. 8 above. Petitioner also objects to the phrase "market survey" as undefined and ambiguous. Petitioner also objects to the phrase "other investigation" as undefined, vague and ambiguous.

Subject to and without waiver of the foregoing objections, and to the extent Petitioner understands this interrogatory, Petitioner has not conducted an investigation related to consumer recognition or awareness of the marks described in the Petition for Cancellation.

INTERROGATORY NO. 13: Identify each non-party witness from whom you intend to seek testimony (by affidavit, declaration, or deposition) in connection with this proceeding and, for each, the specific optics on which the witness will testify and if the witness is an expert, the substance of the facts relied upon and opinions to which the expert is expected to testify and a summary of the grounds for each opinion.

RESPONSE:

Petitioner objects to this interrogatory to the extent it uses the term "optics' as undefined, vague and ambiguous.

Subject to and without waiver of the foregoing objections, Petitioner has not yet identified all witnesses it plans to call in this case. Petitioner might call the people identified in its Initial Disclosures and others. Petitioner is making appropriate inquiries and will identify all relevant witnesses at the appropriate time.

INTERROGATORY NO. 14: Identify all licenses, assignments, franchise agreements, settlement agreements, distribution agreements, manufacturing agreements, supply agreements, operating agreements, and any other agreements which relate to the use and/or acquisition of any of the Marks in Petitioner's Applications, Registrant's Marks, and/or any other mark that includes the term "Giovanni's" as a component.

RESPONSE:

Petitioner objects to this interrogatory to the extent the term "mark" is vague and indefinite and as stated in General Objection No. 10 above. Petitioner further objects to the phrase "Marks in Petitioner's Applications" as defined by Registrant and as stated in General Objection No. 9 above. Petitioner also objects to the phrase "Registrant's Marks" as vague and indefinite and as stated in General Objection No. 8 above. Petitioner also objects to the term "relate to" as vague, ambiguous and overly broad. Petitioner also objects to the extent this request calls for information relating to "any other mark" as vague, ambiguous, overly broad and unduly burdensome and neither relevant nor likely to lead to admissible evidence.

Subject to and without waiver of the foregoing objections, Petitioner identifies the APA which relates to the acquisition of assets associated with Petitioner's subsequent use of its marks including the rights in the name Giovanni's Aloha Shrimp. Petitioner also identifies the Limited Liability Member Agreement for Giovanni's Aloha Foods, Inc., executed on October 1, 1999 between John Aragona, Connie Aragona, Troy Nitsche, Jim Goodrich, and Diane Wong.

Petitioner is currently not aware of any other agreements relating to the use/acquisition of the marks identified in the Petition for Cancellation. Petitioner is making appropriate inquiries and will supply additional relevant information if available and at the appropriate time.

INTERROGATORY NO. 15: Identify each product and service that you sell or offer for sale or intend to offer for sale that is identified by any mark that contains any of the Marks in Petitioner's Applications, Registrant's Marks, and/or any other mark that include the term "Giovanni's" as a component, alone or in combination, and for each such product, identify its retail price.

RESPONSE:

Petitioner objects to this interrogatory to the extent the term "mark" is vague and indefinite and as stated in General Objection No. 10 above. Petitioner further objects to the phrase "Marks in Petitioner's Applications" as defined by Registrant and stated in General Objection No. 9 above. Petitioner also objects to the phrase "Registrant's Marks" as vague and indefinite and as stated in General Objection No. 8 above. To the extent this interrogatory requests information regarding "intent to offer for sale" Petitioner objects that this request is overly broad, unduly burdensome, and internally inconsistent and confusing and not likely to lead to relevant or admissible evidence. Petitioner also objects to the extent this request calls for information relating to "any other mark" as vague, ambiguous, overly broad and unduly burdensome, and neither relevant nor likely to lead to admissible evidence. Petitioner also objects to the request to the extent it is a compound interrogatory and therefore should be treated as such, i.e., the interrogatory requests (1) identification of each product and service and (2) identification of 'retail price."

Subject to and without waiver of the foregoing objections, Petitioner will produce relevant documents from which Registrant can obtain the menu prices and, for a sample of pricing, Petitioner responds as follows:

(a) Shrimp Scampi = $13.00

(b) The "No Refunds" Hot & Spicy Shrimp = $13.00

(c) Lemon Butter Shrimp = $13.00

(d) Jumbo Garlic Hotdog = $3.50

INTERROGATORY NO. 16: Identify any instance in which a court, tribunal, government or public body determined that a third party violated any rights you own in any of the Marks in Petitioner's Applications.

RESPONSE:

Petitioner objects to the phrase "any instance" as vague and indefinite. Petitioner further objects to the phrase "determined that a third party violated any rights you own" as vague, ambiguous, indefinite and undefined. Petitioner further objects to the phrase "Marks in Petitioner's Applications" as defined by Registrant and stated in General Objection No. 9 above.

Subject to and without waiving the foregoing objections, Petitioner is unaware of any determination that a third-party violated Petitioner's rights in the marks identified in the Petition for Cancellation.

INTERROGATORY NO. 17: State whether you are aware of any instances of actual confusion between goods and/or services identified by any of the Marks in Petitioner's Applications and goods and/or services identified by and of the Registrant's Marks, and for each such instance of actual confusion, state the relevant facts concerning the discovery of such actual confusion,

identify all persons with knowledge regarding such actual confusion and identify all documents evidencing such actual confusion.

RESPONSE:

Petitioner objects to this interrogatory to the extent it uses the phrase "Marks in Petitioner's Applications" as defined by Registrant and stated in General Objection No. 9 above. Petitioner also objects to the phrase "Registrant's Marks" as vague and indefinite and as stated in General Objection No. 8 above. Petitioner further objects to the phrase "instances of actual confusion" as vague, ambiguous and indefinite. Petitioner objects to the request to the extent it is a compound interrogatory and therefore should be treated as such, i.e., the interrogatory requests (1) state all facts (2) identify all persons and (3) identify all documents.

Petitioner is making appropriate inquiries and will supplement this response if necessary at the appropriate time. Subject to and without waiver of the foregoing objections, Petitioner is aware that Registrant's website, www.giovannissauces.com, utilizes the marks subject to this cancellation proceeding with pictures of Petitioner's food truck. The same website contains customer comments that refer to Petitioner, not Registrant, as described in the Petition for Cancellation at paragraphs 18-19.

INTERROGATORY NO. 18: Identify all persons with knowledge with regard to any claim or defense asserted by you in connection with this proceeding and for each person so identified state the nature of such knowledge.

RESPONSE:

Petitioner objects to this interrogatory to the extent it seeks information subject to attorney-client privilege and/or attorney work-product protection. Petitioner also objects to this

interrogatory to the extent it seeks "all persons" and the "nature of such knowledge" as overly broad and unduly burdensome.

Subject to and without waiver of the foregoing objections, Petitioner is continuing its investigation in this case. Petitioner submits that the individuals identified in its Initial Disclosures, Jim Goodrich, and others have knowledge of Petitioner's use of Petitioner's marks, Registrant's improper attempts to register the marks and Registrant's non use of the marks, as described in the Petition for Cancellation. Petitioner is making appropriate inquiries and will identify all relevant persons at the appropriate time.

INTERROGATORY NO. 19: If you contend that Registrant abandoned Registrant's Marks, or abandoned any rights or interests with respect to any of such marks, please state all facts supporting such contention, identify any documents or things reflecting or evidencing such facts and identify all persons with knowledge or any such facts or who possess evidence of any such facts.

RESPONSE:

Petitioner objects to this interrogatory to the extent it seeks information subject to attorney-client privilege and/or attorney work-product protection. Petitioner also objects to the extent this request calls for a legal conclusion. Petitioner objects to this interrogatory as overly broad and unduly burdensome to the extent it calls for information not in the custody and control of Petitioner. Petitioner also objects to the phrase "Registrant's Marks" as vague and indefinite and as stated in General Objection No. 8 above. Further, Petitioner objects to the phrase "any rights or interests" as vague and indefinite. Petitioner further objects to the extent this interrogatory implies that Registrant had rights in any mark at any time, no matter how defined.

Petitioner states that discovery is ongoing and Petitioner is making appropriate inquiries and will supply additional relevant information if available at the appropriate time. Subject to and without waiver of the foregoing objections, Petitioner refers to its Initial Disclosures document to identify persons with knowledge regarding Registrant's use of the marks identified in the U.S. Trademark Registrations identified above and Petitioner further identifies Jim Goodrich as a person with knowledge of Registrant's non use of the marks. Petitioner further refers Registrant to paragraph 7 of the Petitioner for Cancellation and the fact that Petitioner had no contact with Registrant for nearly ten years and, upon information, Registrant was living in New York engaging in other activities such as driving a taxi. Prior to Petitioner's predecessor's acquisition of rights in the marks and the business, John Aragona and his wife Connie Aragona were joint sellers of the business under the APA. Subsequent to the APA, Connie Aragona enlisted three hired assailants and assaulted and threated Petitioner's president if he did not sign over the rights to the shrimp truck business and, thereafter, Ms. Aragona was incarcerated for these crimes, among others.

INTERROGATORY NO. 20: If you contend that Petitioner obtained rights and interests in any of the Marks in Petitioner's Applications and/or the Registrant's Marks independent of any relationship with Registrant, please state all facts supporting such contention, identify any documents or things reflecting or evidencing such facts and identify all persons with knowledge of any such facts or who possess evidence of any such facts.

RESPONSE:

Petitioner objects to this request to the extent it calls for a legal conclusion. Petitioner also objects to this interrogatory to the extent the phrase "obtained rights and interests" is undefined, vague and ambiguous. Petitioner further objects to the phrase "Marks in Petitioner's

Applications" as defined by Registrant and as stated in General Objection No. 9 above. Petitioner further objects to the phrase "Registrant's Marks" as vague and indefinite and as stated in General Objection No. 8 above. Petitioner also objects to the use of the term "independent" as vague and indefinite. Petitioner also objects to the extent this interrogatory implies there was or is a relationship between Petitioner and Registrant.

Petitioner is making appropriate inquiries and will supply additional relevant information if available at the appropriate time. Subject to and without waiver of the foregoing objections, Petitioner refers to its Initial Disclosures to identify persons with knowledge regarding Petitioner's use of the marks identified in the Petition for Cancellation and Petitioner further identifies Jim Goodrich as a person with knowledge of Petitioner's use of the marks. Petitioner's trademark rights in its marks have at least arisen through extensive use of the marks since Nitsche Enterprises purchased the assets in the APA and later through Petitioner's extensive and continuous use of the marks since its formation in 2001.

INTERROGATORY NO. 21: State the date upon which Petitioner first became aware that Registrant claimed a right to the ownership and use of any of the Marks in Petitioner's Applications and/or any of Registrant's Marks contrary or adverse to Petitioner's use of such marks.

RESPONSE:

Petitioner objects to this interrogatory to the extent the phrase "first became aware that Registrant claimed a right to the ownership and use of any" is vague, ambiguous, and indefinite. Petitioner furthers objects to this interrogatory to the extent the term "marks" is vague and as stated in General Objection No. 10 above. Petitioner further objects to the phrase "Marks in Petitioner's Applications" as defined by Registrant and as stated in General Objection No. 9

above. Petitioner further objects to the phrase "Registrant's Marks" as vague and indefinite and as stated in General Objection No. 8 above. Furthermore, Petitioner objects to the phrase "contrary or adverse" as vague and indefinite.

Subject to and without waiver of the foregoing objections, Petitioner first learned that Registrant was trying to claim some interest in Registrant's now federally registered marks on or around August 24, 2011 when the PTO issued an Office Action based on a Letter of Protest.

INTERROGATORY NO. 22: State the date upon which you first became aware that Registrant was making a demand for Petitioner to cease use of Registrant's Marks and/or the Marks in Petitioner's Applications.

RESPONSE:

Petitioner objects to the interrogatory to the extent the term "aware" is ambiguous and indefinite. Petitioner further objects that this request is unduly burdensome to the extent that Registrant should know when he made Petitioner aware of his demand. Petitioner further objects to the phrase "Marks in Petitioner's Applications" as defined by Registrant and as stated in General Objection No. 9 above. Petitioner further objects to the phrase "Registrant's Marks" as vague and indefinite and as stated in General Objection No. 8 above.

Subject to and without waiver of the foregoing objections, Petitioner received a letter from Registrant's lawyer, Jamie Pitts, on or around February 25, 2013. In that letter, Ms. Pitts informed Petitioner that "Mr. John Aragona, the founder of Giovanni's Shrimp Truck and Giovanni's Aloha Foods" terminates the APA entered into with Mr. Aragona. In the letter, Ms. Pitts concluded that the cancellation of the APA "includes termination of its grant of a right to use the trademarks owned by [Mr. Aragona]." In this letter, Ms. Pitts informed Petitioner that Mr. Aragona was "willing to negotiate a license agreement."

INTERROGATORY NO. 23: If Petitioner's response to any Request for Admission served on August 20, 2013 is anything but unqualified admission, please state all facts supporting such response, identify any documents or things reflecting or evidencing such facts and identify all persons with knowledge of any such facts or who possess evidence of any such facts.

RESPONSE:

Petitioner objects to this interrogatory as overly broad and unduly burdensome and Petitioner will not respond. Further, Petitioner considers this a compound interrogatory consisting of 89 separate interrogatories, which is beyond the limit provided to Registrant under Federal Rule of Civil Procedure 33 and 37 C.F.R. § 2.120(d)(1).

INTERROGATORY NO. 24: Please identify all members, owners, interest holders, officers, directors or managers of LuckyU Enterprises, Inc. and describe their title, position or interest therein.

RESPONSE:

Petitioner objects to this interrogatory to the extent it is overly broad, unduly burdensome and not likely to lead to relevant and admissible evidence. Petitioner further objects to the terms "directors" and "managers" as ambiguous and indefinite. For purposes of this response, Petitioner assumes the interrogatory is directed towards the ownership structure of LuckyU Enterprises, Inc. and will respond as such.

Subject to and without wavier of the foregoing objections, Petitioner's ownership consists of three individuals, each holding separate interest percentages:

(a) Troy Nitsche – President/Vice President/Secretary/Treasurer = 55%

(b) Barbara Nitsche = 35%

(c) Jim Goodrich = 10%

INTERROGATORY NO. 25: Identify all state and federal registrations, applications for registration, and uses by Petitioner of any such mark which incorporates the term "Giovanni's," and for each such registration, application, and use, identify all documents relating thereto.

RESPONSE:

Petitioner objects to this interrogatory as overly broad, unduly burdensome and not likely to lead to relevant and admissible evidence. Petitioner further objects to the use of the term "mark" as vague and indefinite and as stated in General Objection No. 10 above. Petitioner also objects to the extent this request calls for "all state and federal registrations" which is unduly burdensome and overly broad and neither relevant nor likely to lead to admissible evidence. Petitioner further objects to this request to the extent it is duplicative of prior interrogatory requests.

Subject to and without waiver of the foregoing objections, Petitioner directs Registrant to U.S. Trademark Application Serial Nos. 85/219,370, 85/219,363, 85/201,288, 85/201,283, 85/897,872 and 85/897,861 and the publicly available documents at the PTO.

INTERROGATORY NO. 26: Describe in detail the derivation of the term "Giovanni's" as incorporated into the Marks in Petitioner's Applications and identify all documents related thereto.

RESPONSE:

Petitioner objects to this interrogatory to the extent the term "derivation" is undefined and ambiguous. Further, Petitioner objects to this interrogatory to the extent it is a compound interrogatory requesting Petitioner to (1) "[d]escribe in detail" and (2) "identify all documents." For purposes of this Interrogatory, Petitioner assumes the "identify all documents" interrogatory is incorporated in Registrant's First Request for Production of Documents and Petitioner will

respond appropriately through its response to those requests. Petitioner further objects to the phrase "Marks in Petitioner's Applications" as defined by Registrant and as stated in General Objection No. 9 above.

Subject to and without waiver of the foregoing objections, Nitsche Enterprises purchased assets from Connie Aragona and John Aragona, as described in the APA, including at least a mobile food truck and a sign that contained the word "Giovanni's." Petitioner's predecessor incorporated the name on the truck and the sign in its promotion of its mobile food restaurant services to distinguish its shrimp truck business from other shrimp trucks in the area. Petitioner further adopted the use of "Giovanni's" once it was formed in 2001.

INTERROGATORY NO. 27: Has petitioner ever licensed or permitted or had negotiations to license or permit, or otherwise granted rights to third parties to use the Marks in Petitioner's Applications or any other mark that includes the term "Giovanni's" as a component? If so, identify the party of parties that have received or sought such license or permission or other right, state the nature and extent of any such license or permitted use or right, given or negotiated, and identify and describe all documents comprising or containing any such license, permission, or other right, or any agreement in respect to such mark.

RESPONSE:

Petitioner objects to this interrogatory to the extent it is duplicative of Interrogatory No. 14 above. Petitioner further objects to the use of the term "mark" as vague and indefinite and as stated in General Objection No. 10 above. Petitioner further objects to the phrase "Marks in Petitioner's Applications" as defined by Registrant and as stated in General Objection No. 9 above. Petitioner further objects to the term "component" as vague and ambiguous.

Subject to and without waiver of the foregoing objections, Petitioner has never granted rights to third parties to use the marks identified in the Petition Cancellation.

INTERROGATORY NO. 28: For purposes of establishing priority of use, identify the earliest date upon which Petitioner intends to rely in this proceeding with respect to its use of the Marks in Petitioner's Applications and/or any mark that includes the term "Giovanni's" and produce all documents relating to such use(s).

RESPONSE:

Petitioner objects to this request to the extent it calls for a legal conclusion. Petitioner also objects to this interrogatory to the extent it is a compound interrogatory requesting Petitioner to (1) "identify the earliest date" and (2) "produce all documents." For purposes of this Interrogatory, Petitioner assumes the "produce all documents" interrogatory is incorporated in Registrant's First Request for Production of Documents and Petitioner will respond appropriately through its response to those requests. Petitioner furthers objects to this interrogatory to the extent the term "mark" is vague and indefinite and as stated in General Objection No. 10 above. Petitioner further objects to the phrase "Marks in Petitioner's Applications" as defined by Registrant and as stated in General Objection No. 9 above.

Subject to and without waiver of the foregoing, Petitioner directs Registrant to the Petition for Cancellation, paragraphs 10-12, Petitioners Response to Interrogatory No. 1 and U.S. Trademark Application Serial Nos. 85/897,872 and 85/897,861. As stated therein, GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK was first used in commerce at least as early as March 1, 1998. GIOVANNI'S SHRIMP TRUCK was first used in commerce in November of 1997. The mark GIOVANNI'S ALOHA SHRIMP was first used by Petitioner in November of 1997. It is Petitioner's understanding that Connie Aragona and John Aragona began using GIOVANNI'S

ALOHA SHRIMP sometime in 1993 and Petitioner, as successor in interest, can claim priority at least as early as January 1, 1994.

DATE: September 27, 2013

s/Jennifer Fraser/

Jennifer Fraser
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Attorneys for Petitioner,
LuckyU Enterprises, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on this 27th day of September 2013 a true and correct copy of the foregoing **Petitioner's Responses to Registrants First Set of Interrogatories** was served by First Class Mail, postage prepaid, on Respondent's Counsel, Jamie N. Pitts, The Law Office of Jamie N. Pitts, 1064 N. Tamiami Trail, STE 1533, Sarasota, FL 34236, with a courtesy copy served via e-mail to JAMIENPITTS@jnplawfirm.com.

s/Daniel Mullarkey/
Daniel Mullarkey

In the matter of Trademark Trial and Appeal Board
Cancellation No. 92057023
Registration Nos: 4,220,686 - GIOVANNI'S ALOHA FOODS
4,224,400 - GIOVANNI'S SCAMPI MARINADE
4,232,469 - GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK
4,248,595 - GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE

LuckyU Enterprises, Inc., dba Giovanni's	:	
Original White Shrimp Truck	:	
Petitioner,	:	
v.	:	Cancellation No. 92057023
John "Giovanni" Aragona	:	
Respondent.	:	

Troy Nitsche Deposition **Exhibit: 5**

Exhibit Offered by Petitioner

2014.09.17

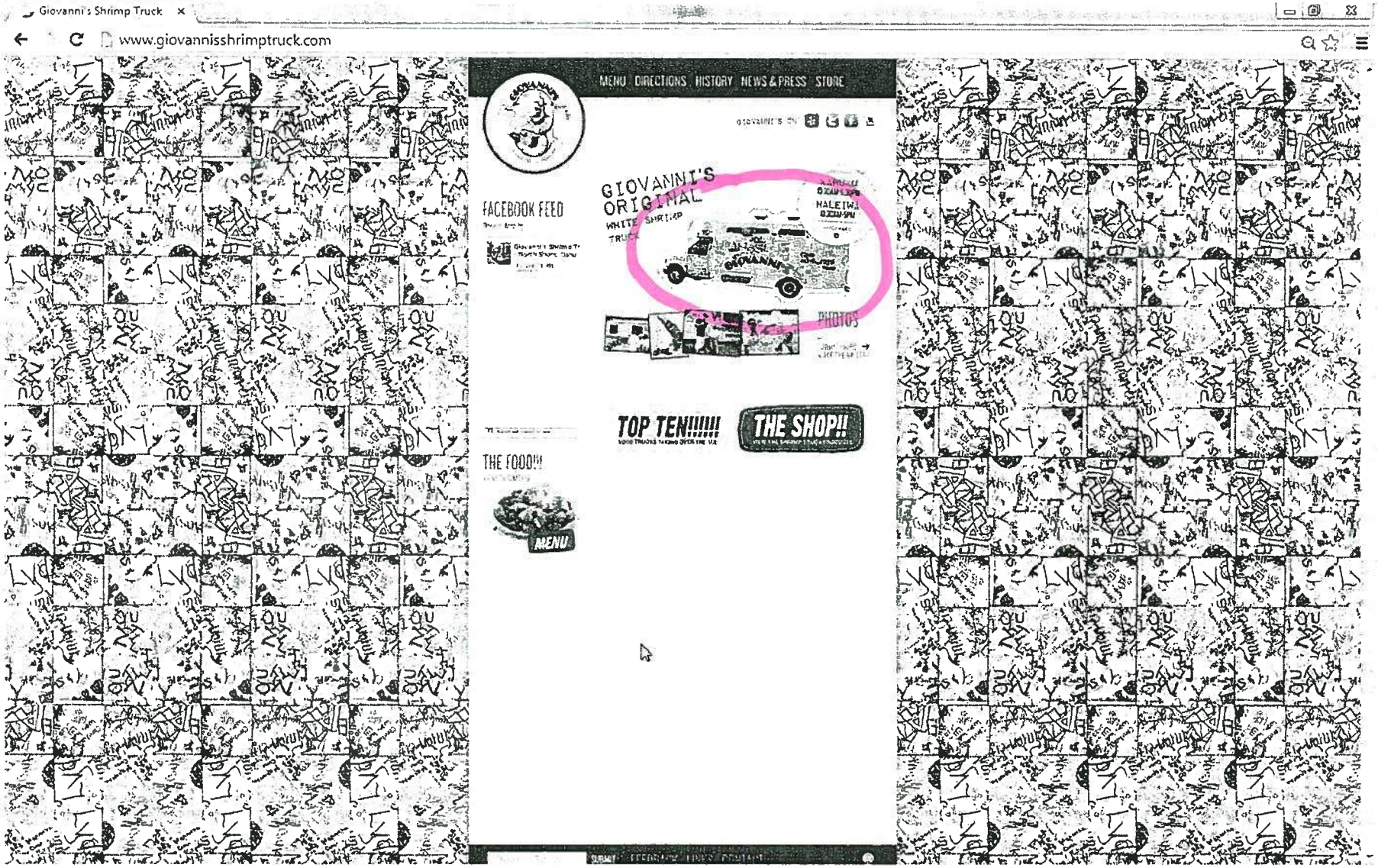


EXHIBIT
5

LuckyU 002063

Giovanni's Shrimp Truck

www.giovannisshrimptruck.com/menu.php

MENU DIRECTIONS HISTORY NEWS & PRESS STORE

THE MENU!!!

SHRIMP SCAMPI $12.00

DRINKS FOR JUST $1.50

THE "NO REFUNDS" HOT & SPICY SHRIMP $18.00

LEMON BUTTER SHRIMP $18.00

JUMBO GARLIC HOT DOG $8.00

ALL REFRESHMENTS ARE $1.50!!!

YOUR CHOICE OF

PEPSI, DIET PEPSI, ICED TEA,

PASSION ORANGE OR BOTTLED WATER

SUBMIT FEEDBACK LINKS CONTACT

LuckyU 002064

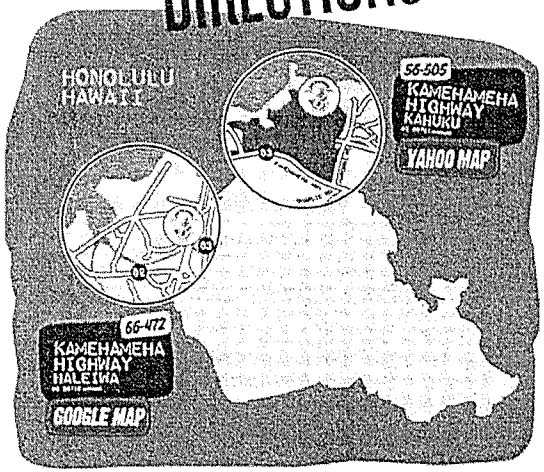
Giovanni's Shrimp Truck

www.giovannisshrimptruck.com/directions.php

MENU DIRECTIONS HISTORY NEWS & PRESS STORE

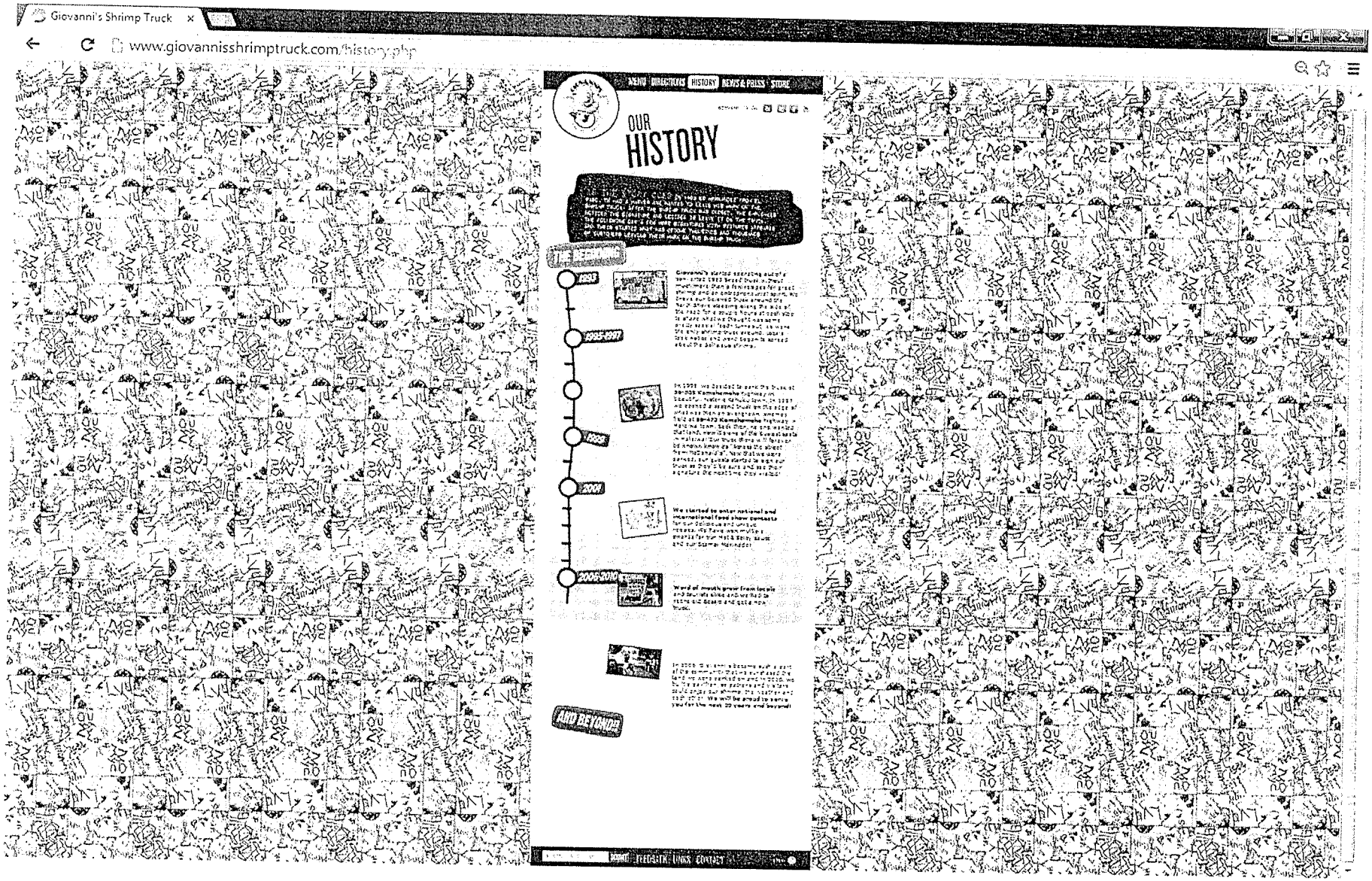
GIOVANNI'S ON

THE DIRECTIONS



ABOUT FEEDBACK LINKS CONTACT

LuckyU 002065


Giovanni's Shrimp Truck
www.giovannisshrimptruck.com/history.php
MENU DIRECTIONS HISTORY NEWS & PRESS STORE
OUR HISTORY
2005-2010
AND BEYOND!
FEEDBACK LINKS CONTACT

Giovanni's Shrimp Truck

www.giovannisshrimptruck.com/history.php

MENU DIRECTIONS HISTORY NEWS & PRESS STORE

GIOVANNI'S ON:

OUR HISTORY

AS THE STORY GOES IN 1993 ED HERNANDEZ FROM EL PASO, TX HAD A MARKER AND WANTED TO LEAVE HIS MARK ON THE SHRIMP TRUCK. AFTER THE SHRIMP TRUCK WAS CLOSED, THE EMPLOYEES NOTICED THE SIGNATURE AND DECIDED TO LEAVE IT ON THE TRUCK. THE FOLLOWING DAY A FEW MORE SIGNATURES WITH PICTURES APPEARED AND THEIR STARTED WHAT HAS BECOME THOUSANDS AND THOUSANDS OF CUSTOMERS LEAVING THEIR MARK ON THE SHRIMP TRUCK.

THE BEGINNING

1993

Giovanni's started operating out of a converted 1953 bread truck without much more than a few recipes for great shrimp and an entreprenurial spirit. We drove our beloved truck around the North Shore stopping along the side of the road for a couple hours at each stop to share what we thought was some pretty special food- turns out, we were the only shrimp truck around. Locals took notice and word began to spread about the delicious shrimp.

1995-1997

In 1996, we decided to park the truck at 56-505 Kamehameha highway in beautiful, historic Kahuku town. In 1997 we opened a second truck on the edge of what was then an overgrown, swampy field at 66-472 Kamehameha highway in Haleiwa town. Back then, no one wanted that land, now it's one of the busiest spots in Haleiwa! Our truck there will forever be known know as "Across the street from McDonald's". Now that we were parked, our guests started to sign our truck so they'd be sure and see their signature the next time they visited!

Giovanni's Shrimp Truck

www.giovannisshrimptruck.com/history.php

began to spread about the delicious shrimp...

1995-1997

In 1996, we decided to park the truck at 56-505 **Kamehameha** highway in beautiful, historic Kahuku town. In 1997 we opened a second truck on the edge of what was then an overgrown, swampy field at 66-472 **Kamehameha** highway in Haleiwa town. Back then, no one wanted that land, now it's one of the busiest spots in Haleiwa! Our truck there will forever be known know as "Across the street from McDonald's". Now that we were parked, our guests started to sign our truck so they'd be sure and see their signature the next time they visited!

1999

We started to enter national and international food show contests for our delicious and unique recipes. We have won multiple awards for our Hot & Spicy sauce and our Scampi Marinade!

2001

Word of mouth grew from locals and tourists alike and we had to retire old Bessie and get a new truck.

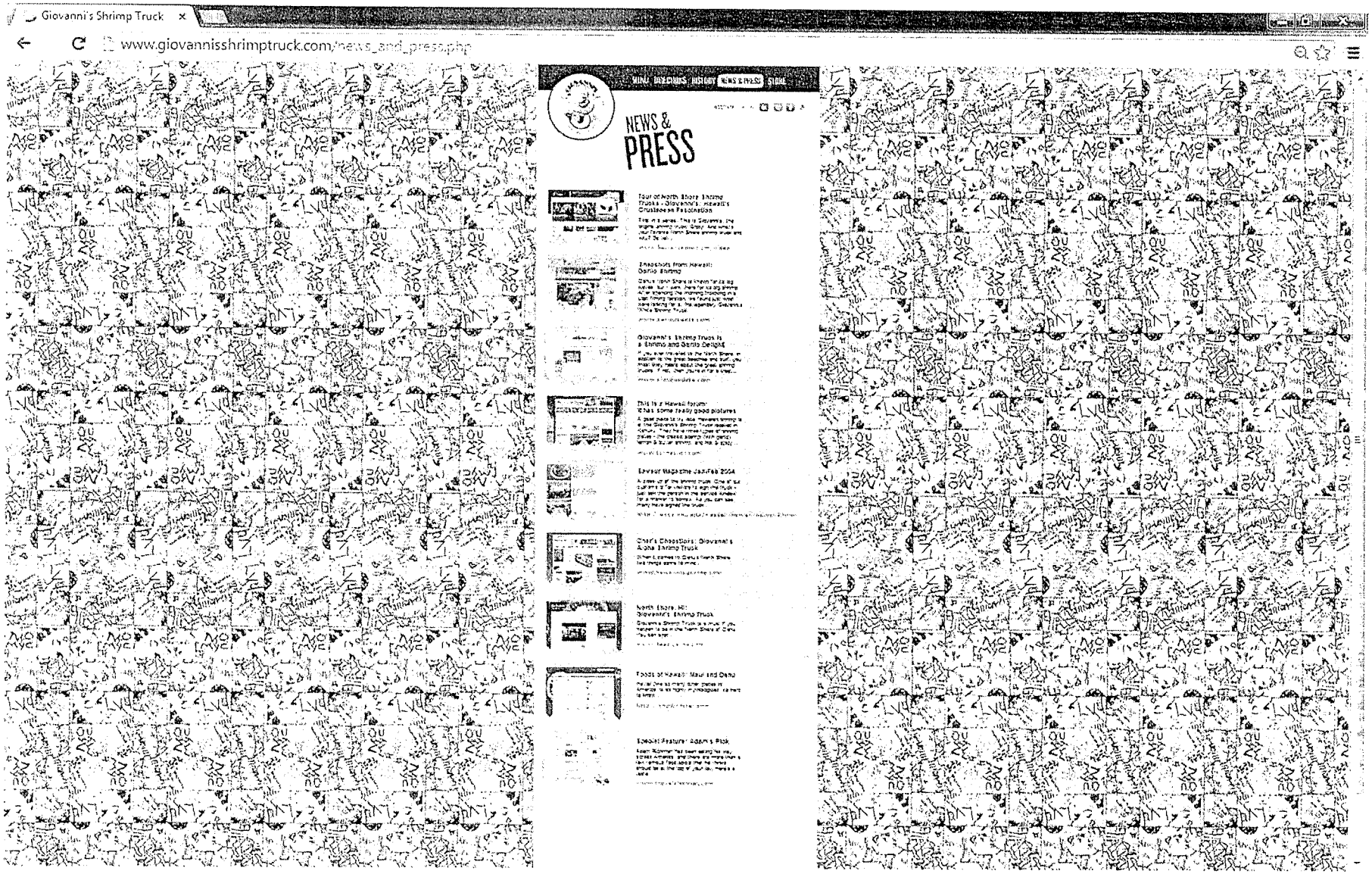
2006-2010

In 2006, Giovanni's became such a part of the community that we purchased the land we were parked on and in 2010, we built a pavilion, so patrons and visitors could enjoy our shrimp, the weather and each other. **We will be proud to serve you for the next 20 years and beyond!**

AND BEYOND!!

SUBMIT FEEDBACK LINKS CONTACT

LuckyU 002068


Giovanni's Shrimp Truck
www.giovannisshrimptruck.com/news_and_press.php
MENU DIRECTIONS HISTORY NEWS & PRESS STORE
NEWS & PRESS

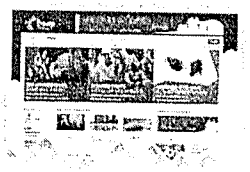
Giovanni's Shrimp Truck

www.giovannisshrimptruck.com/news_and_press.php

MENU DIRECTIONS HISTORY NEWS & PRESS STORE

GIOVANNI'S ON:

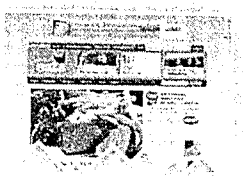
NEWS & PRESS



Tour of North Shore Shrimp Trucks - Giovanni's: Hawaii's Crustacean Fascination

First in a series. This is Giovanni's, the original shrimp truck. Enjoy! And what's your favorite North Shore shrimp truck and why? Do tell! .

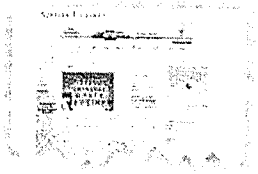
www.hawaiirama.com/video



Snapshots from Hawaii: Garlic Shrimp

Oahu's North Shore is known for its big waves, but I went there for its big shrimp. After spending the morning frolicking in a Lost filming location, we found just what were looking for at the legendary Giovanni's White Shrimp Truck .

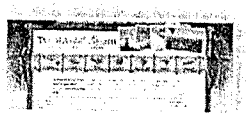
www.serieqseats.com



Giovanni's Shrimp Truck is a Shrimp and Garlic Delight!

If you ever travelled to the North Shore, in addition to the great beaches and surf, you most likely heard about the great shrimp trucks! If not, then you're in for a treat.

www.alohaupdate.com



This is a Hawaii forum: It has some really good pictures

A good place to try local Hawaiian shrimp is at the

LuckyU 002070

Giovanni's Shrimp Truck ×

www.giovannisshrimptruck.com/news_and_press.php

It has some really good pictures

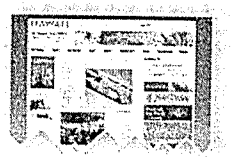
A good place to try local Hawaiian shrimp is at the Giovanni's Shrimp Truck located in Kahuku. They have three types of shrimp plates - the classic scampi (with garlic), lemon & butter shrimp, and hot & spicy.

www.to-hawaii.com

Saveur Magazine Jan-Feb 2004

A close up of the shrimp truck. One of our customs is for visitors to sign the truck - just ask the person in the service window for a marker to borrow. As you can see, many have signed the truck.

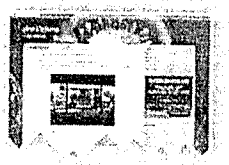
http://ecca.amu.edu/~estell/hawaii/hawaii4.html



Char's Chopsticks: Giovanni's Aloha Shrimp Truck

When it comes to Oahu's North Shore, two things come to mind.

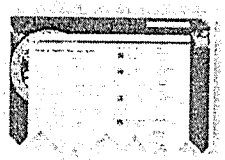
www.hawaiimagazine.com



North Shore, HI: Giovanni's Shrimp Truck

Giovanni's Shrimp Truck is a must if you happen to be in the North Shore of Oahu. You can spot...

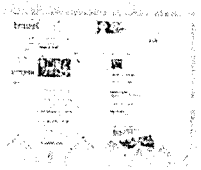
www.deeculaine.com



Foods of Hawaii: Maui and Oahu

Hawaii (like so many other places in America) is so highly mythologized, its hard to know...

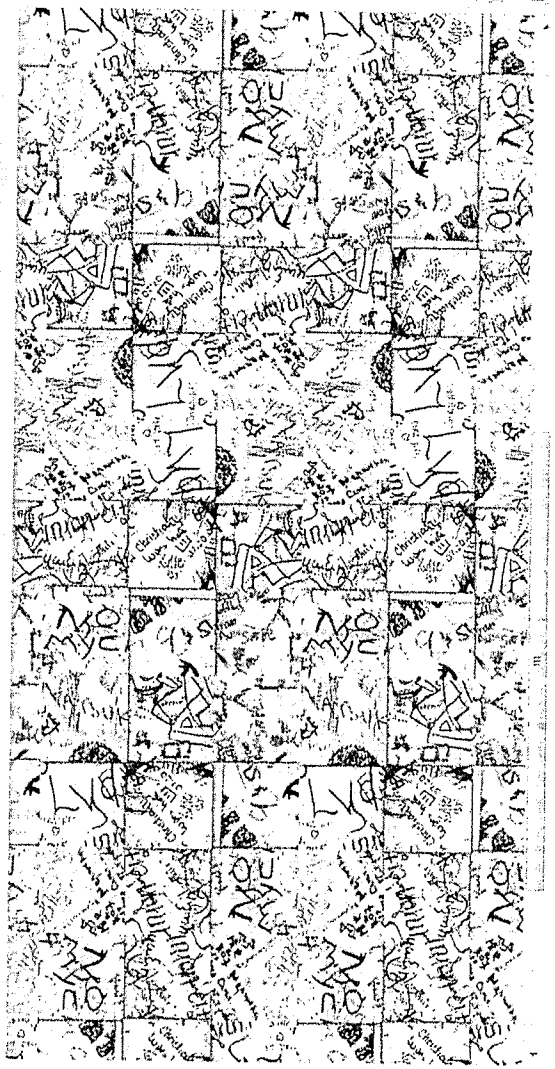
http://foodtrutter.com



Special Feature: Adam's Pick

Adam Richman has been eating his way across America, and there are more than a few famous food spots that he thinks should be at the top of your list. Here's a taste...

www.travelchannel.com



In the matter of Trademark Trial and Appeal Board
Cancellation No. 92057023
Registration Nos: 4,220,686 - GIOVANNI'S ALOHA FOODS
4,224,400 - GIOVANNI'S SCAMPI MARINADE
4,232,469 - GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK
4,248,595 - GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE

LuckyU Enterprises, Inc., dba Giovanni's	:	
Original White Shrimp Truck	:	
Petitioner,	:	
v.	:	Cancellation No. 92057023
John "Giovanni" Aragona	:	
Respondent.	:	

Troy Nitsche Deposition **Exhibit: 6**

Exhibit Offered by Petitioner

2014.09.17

EXHIBIT

tabbies

6

Giovanni's Shrimp Truck | Giovanni's Shrimp Truck

www.yelp.com/biz/giovannis-shrimp-truck-kahuku

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Hey there! We've updated our Privacy Policy — you can check out the new version here. OK

Giovanni's Shrimp Truck

Categories: Seafood, Food Stands

56-505 Kamehameha Hwy
Kahuku, HI 96731

808-293-1329

Announcement

Letting everyone know that Giovanni's will be at the Hotsauce festival on Kalakaua ave. in Waikiki on September 21, 2013.

Hours:
Mon-Sun 10:00am-6:30pm
Good for Kids: Yes
Accepts Credit Cards: No
Parking: Street, Private Lot
Attire: Casual
Good for Groups: Yes

Price Range: $$$
Takes Reservations: No
Delivery: No
Take-out: Yes
Waiter Service: No
Outdoor Seating: Yes
Wi-Fi: No

Good For: Lunch
Alcohol: No
Noise Level: Average
Ambiance: Casual, Touristy
Has TV: No
Caters: No
Wheelchair Accessible: Yes

Photos, Video: 1 - 4 of 374

Map data ©2013 Google

Send to Friend | Bookmark | Send to Phone | Write a Review

1401 reviews for Giovanni's Shrimp Truck

Search Reviews

Review Highlights

"The shrimp scampi here is literally finger lickin' good."

"This is definitely a must try when visiting the North Shore."

"A 1/2 order of lemon/butter shrimp really hit the spot for me."

Rating Distribution | Trend

Sort by: Yelp Sort | Date | Rating | Elites

1401 reviews in English

We came to the North Shore looking for some good beaches to relax and take a swim in. Unfortunately the entire beach was too massive for us to accomplish any of that. No worries, Giovanni's came to the rescue in a big way! On our way back we stopped here having heard nothing but great things and man did it live up to the hype! We got here just before a mob of people showed up so we got our food rather quickly. My friend got a half plate of the shrimp scampi and they were delicious! I myself got the

View Larger Map | Directions

Browse Nearby:
Restaurants | Nightlife | Shopping | Movies | All

People Who Viewed This Also Viewed...

Matsumoto's Shave Ice
"Their garlic butter shrimp plate is soooo yummy!"

Romy's Kahuku Prawns & Shrimp
"So worth the drive for the fresh butter garlic prawns!"

Romy's Kahuku Shrimp Truck
"Just the right amount of garlic and butter and not too heavy."

Related Lists | More

Hawaiian Boats to Check Out
The Best Hawaiian goodness to try when you're in Oahu!

Places to go in Oahu
Places to go, things to do, food to eat in Honolulu and surrounding areas.

Where we take our guests
We get LOTS of visitors here so a lot of things to do based on our experiences and theirs.

People Viewed This After Searching For...
Matsumoto Kahuku
Shrimp Farm Kahuku

60 of your friends have already joined Yelp. Sign up and join them! | Hide

LuckyU 002075

In the matter of Trademark Trial and Appeal Board
Cancellation No. 92057023
Registration Nos: 4,220,686 - GIOVANNI'S ALOHA FOODS
4,224,400 - GIOVANNI'S SCAMPI MARINADE
4,232,469 - GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK
4,248,595 - GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE

LuckyU Enterprises, Inc., dba Giovanni's	:	
Original White Shrimp Truck	:	
Petitioner,	:	
v.	:	Cancellation No. 92057023
John "Giovanni" Aragona	:	
Respondent.	:	

Troy Nitsche Deposition **Exhibit: 8**

Exhibit Offered by Petitioner

2014.09.17

EXHIBIT

8

Trademark Trial and Appeal Board Electronic Filing System. http://estta.uspto.gov

ESTTA Tracking number: **ESTTA531098**

Filing date: **04/08/2013**

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

Petition for Cancellation

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

Petitioner Information

Name	LuckyU Enterprises, Inc., dba Giovanni's Original White Shrimp Truck		
Entity	Corporation	Citizenship	Hawaii
Address	57-120 Lalo Kuilim Way #12 Kahuku, HI 96731 UNITED STATES		

Attorney information	Jason A. Cody Novak Druce Connolly Bove + Quigg, LLP 1875 Eye Street, NW Eleventh Floor Washington, DC 20006 UNITED STATES jason.cody@novakdruce.com, trademark@novakdruce.com, daniel.mullarkey@novakdruce.com Phone:2023317111

Registrations Subject to Cancellation

Registration No	4232569	Registration date	10/30/2012
Registrant	Aragona, John "Giovanni" 417 Whitfield Ave. Sarasota, FL 34243 UNITED STATES		

Goods/Services Subject to Cancellation

Class 043. First Use: 1994/01/01 First Use In Commerce: 1994/02/01 All goods and services in the class are cancelled, namely: Mobile restaurant services

Grounds for Cancellation

Deceptiveness		Trademark Act section 2(a)	
False suggestion of a connection		Trademark Act section 2(a)	
Torres v. Cantine Torresella S.r.l.Fraud		808 F.2d 46, 1 USPQ2d 1483 (Fed. Cir. 1986)	
Abandonment		Trademark Act section 14	
The registration is being used by, or with the permission of, the registrant so as to misrepresent the source of the goods or services on or in connection with which the mark is used.		Trademark Act section 14	
Priority and likelihood of confusion		Trademark Act section 2(d)	
Registration No	4220686	Registration date	10/09/2012
Registrant	Aragona, John "Giovanni" 417 Whitfield Ave. Sarasota, FL 34243 UNITED STATES		

Goods/Services Subject to Cancellation

Class 043. First Use: 1997/06/01 First Use In Commerce: 1997/06/01 All goods and services in the class are cancelled, namely: Food preparation services

Grounds for Cancellation

Deceptiveness		Trademark Act section 2(a)	
False suggestion of a connection		Trademark Act section 2(a)	
Torres v. Cantine Torresella S.r.l.Fraud		808 F.2d 46, 1 USPQ2d 1483 (Fed. Cir. 1986)	
Abandonment		Trademark Act section 14	
The registration is being used by, or with the permission of, the registrant so as to misrepresent the source of the goods or services on or in connection with which the mark is used.		Trademark Act section 14	
Priority and likelihood of confusion		Trademark Act section 2(d)	
Registration No	4224400	Registration date	10/16/2012
Registrant	Aragona, John "Giovanni" 417 Whitfield Ave. Sarasota, FL 34243 UNITED STATES		

Goods/Services Subject to Cancellation

Class 030. First Use: 1994/01/01 First Use In Commerce: 1994/02/01 All goods and services in the class are cancelled, namely: Marinades

Grounds for Cancellation

Deceptiveness		Trademark Act section 2(a)	
False suggestion of a connection		Trademark Act section 2(a)	
Torres v. Cantine Torresella S.r.l.Fraud		808 F.2d 46, 1 USPQ2d 1483 (Fed. Cir. 1986)	
Abandonment		Trademark Act section 14	
The registration is being used by, or with the permission of, the registrant so as to misrepresent the source of the goods or services on or in connection with which the mark is used.		Trademark Act section 14	
Priority and likelihood of confusion		Trademark Act section 2(d)	
Registration No	4248595	Registration date	11/27/2012
Registrant	Aragona, John "Giovanni" 417 Whitfield Ave. Sarasota, FL 34243 UNITED STATES		

Goods/Services Subject to Cancellation

Class 030. First Use: 1994/01/01 First Use In Commerce: 1994/02/01 All goods and services in the class are cancelled, namely: Hot sauce

Grounds for Cancellation

Deceptiveness	Trademark Act section 2(a)
False suggestion of a connection	Trademark Act section 2(a)

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

Marks Cited by Petitioner as Basis for Cancellation

U.S. Application/ Registration No.	NONE	Application Date	NONE
Registration Date	NONE		
Word Mark	GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK (Serial No. 85897861 ; filed on April 8, 2013)		
Goods/Services	International Class 043: Providing food and drink; providing food and drink via a mobile truck; restaurant services, including sit-down service of food and take-out restaurant services; restaurant services, namely, providing of food and beverages for consumption on and off the premises; serving food and drinks		

U.S. Application/ Registration No.	NONE	Application Date	NONE
Registration Date	NONE		
Word Mark	GIOVANNI'S SHRIMP TRUCK (Serial No. 85897872 ; filed on April 8, 2013)		
Goods/Services	International Class 043: Providing food and drink; providing food and drink via a mobile truck; restaurant services, including sit-down service of food and take-out restaurant services; restaurant services, namely, providing of food and beverages for consumption on and off the premises; serving food and drinks		

Attachments	Consolidated Petition for Cancellation with appendix (FINAL).pdf (48 pages)(4462887 bytes)

Certificate of Service

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

Signature	/Daniel P. Mullarkey/
Name	Daniel P. Mullarkey
Date	04/08/2013

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

In the Matter of Registration No. 4232569
Issued: October 30, 2012

In the Matter of Registration No. 4220686
Issued: October 9, 2012

In the Matter of Registration No. 4224400
Issued: October 16, 2012

In the Matter of Registration No. 4248595
Issued: November 27, 2012

LuckyU Enterprises, Inc.	)	
	)	
Petitioner	)	
	)	
v.	)	Cancellation No. _____
	)	
John Aragona	)	
	)	
Registrant	)	

CONSOLIDATED PETITION FOR CANCELLATION

LuckyU Enterprises, Inc. (hereinafter "Petitioner" or "LuckyU"), a Hawaiian corporation, having its principal place of business at 57-120 Lalo Kuilim Way #12, Kahuku, Hawaii 96731, believes that it is being damaged by Registration Nos. 4232569, 4220686, 4224400, and 4248595, and hereby petitions to cancel same.

The grounds for cancellation are as follows:

Petitioner's Business and Rights in the GIOVANNI'S Marks

1. In 1997, Petitioner's predecessor in interest, Nitsche Enterprises, Inc. (hereinafter collectively referred to a "Petitioner"), purchased from Registrant John Aragona and his previous wife Connie Aragona (hereinafter collectively referred to as the "Aragonas") a retail food business, which had been selling cooked shrimp from a lunch truck in Hawaii since approximately 1993 or 1994 under the name "Giovanni's Aloha Shrimp."

2. The Asset Purchase Agreement (the "Agreement") assigned all assets of the business to Petitioner, including, *inter alia*, the original white shrimp truck and rights to the trade name "Giovanni's Aloha Shrimp" within the state of Hawaii. (A true and accurate copy of the Agreement is annexed hereto as Appendix A.)

3. The Asset Purchase Agreement also contemplated a future arm's length supplier relationship, whereby Petitioner would obtain sauces and marinades from the Aragonas to the extent they could maintain adequate supply.

4. Shortly after selling Petitioner the shrimp truck business, the Aragonas formed Giovanni's Aloha Foods to supply sauces and marinades. It quickly became apparent the Aragonas were incapable of running the business on their own, and so members of Petitioner, Troy Nitsche and James Goodrich, invested in, became 50% owners in, and eventually had to run, and then shut down the failed company after the Aragonas abandoned operations.

5. In August 2001, Mrs. Aragona, with the help of three hired assailants, attacked Mr. Nitsche, pistol-whipped him, pointed a gun at his head, and threatened him and his family if he did not sign over the papers to the shrimp truck business; that same day, they stole Petitioner's cash box containing $3,500.

6. Mrs. Aragona was convicted of robbery, kidnapping, and theft, and remains in prison for her crimes against Mr. Nitsche and Petitioner.

7. After abandoning the failed Giovanni's Aloha Foods, Mr. Aragona disappeared from the scene for a decade.

8. During this time, and despite all of the problems caused by the Aragonas, Petitioner's shrimp truck business took off and became exponentially more successful than ever before.

9. Opposer and/or its predecessors adopted and used, and Opposer continues to use and have prior rights in, *inter alia*, the following marks (collectively referred to as Petitioner's "GIOVANNI'S

Marks"):

GIOVANNI'S ALOHA SHRIMP

GIOVANNI'S SHRIMP TRUCK

GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK

10. Since buying the business in 1997, Petitioner has owned and continuously used the mark GIOVANNI'S ALOHA SHRIMP in connection with the sale of shrimp and related food from its shrimp trucks. The Asset Purchase Agreement states Petitioner agrees not to register the trade name "Giovanni's Aloha Shrimp" outside of the state of Hawaii, and Petitioner has never done so.

11. Since buying the business in 1997, Petitioner has owned and continuously used the mark GIOVANNI'S SHRIMP TRUCK in connection with the sale of shrimp and related food from its shrimp trucks.

12. Since at least as early as March 1, 1998, Petitioner adopted and has owned and continuously used the mark GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK in connection with the sale of shrimp and related food from its shrimp trucks.

13. Petitioner advertises its shrimp truck business in connection with Petitioner's GIOVANNI'S Marks through, *inter alia*, its website located at www.giovannisshrimptruck.com, signage on the property (such as the signage depicted below), and the Giovanni's Original White Shrimp Truck, which resides on the property (as depicted below):

14. Since Petitioner took over in 1997, its shrimp truck business grew from annual sales of approximately $25,000 to a multi-million dollar business with multiple locations and over thirty employees dedicated to providing the highest quality food and food services in connection with Petitioner's GIOVANNI'S Marks.

15. Due to Petitioner's advertising and sales, word of mouth advertising by customers, and unsolicited third party recognition by the media and food magazines and critics, such as Saveur Magazine, consumers have come to recognize Petitioner's GIOVANNI'S Marks as a singular indication of origin, as a consequence of which Petitioner has established valuable goodwill and exclusive rights in its marks.

16. In addition to common law rights in Petitioner's GIOVANNI'S Marks, Petitioner also owns federal applications for the marks GIOVANNI'S SHRIMP TRUCK (Serial No. 85897872) and GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK (Serial No. 85897861), both for food truck and related restaurant services.

Registrant's Fraudulent Activities and Registrations

17. Appreciating that Petitioner's business has achieved immense success, Mr. Aragona has now resurfaced, after a decade, in an attempt to improperly capitalize on Petitioner's hard-earned goodwill through fraudulent and deceptive conduct that suggests a false connection with Petitioner and through misuse of fraudulently obtained registrations.

18. Each of the marks for which Registrant obtained a fraudulent registration appears on Registrant's website, located at www.giovannissauces.com, in close proximity to a picture of one of Petitioner's distinctive shrimp trucks. In fact, each and every page of Registrant's website prominently features a picture of Petitioner's shrimp truck and the following advertising language intended to suggest a false association or affiliation with, or endorsement by, Petitioner: "What began as an unknown shrimp truck on Oahu's North Shore – Became a Legend!" (A true and accurate copy of

screenshot printout of Registrant's Home Page, located at www.giovannissauces.com, is annexed hereto as Appendix B.)

19. Registrant's website also prominently features putative customer comments about Registrant, which really refer to Petitioner's shrimp truck business, such as the following statements:

> "Our friend told us to stop at the 'White Shrimp Truck' in Kahuku, and we're glad we did!"
>
> "We really enjoyed dining daily at the white shrimp truck, during our recent vacation."

(A true and accurate copy of a printout of Registrant's About Us page, located at www.giovannissauces.com/about, is annexed hereto as Appendix C.)

20. Registrant's website and advertising materials were intentionally designed to create the false impression that Registrant is somehow affiliated with Petitioner and attempt to trade off the goodwill associated with Petitioner's GIOVANNI'S Marks and shrimp truck business.

21. Registrant's fraudulently procured registrations further manifest his intent to deceive the USPTO and consumers as to a false relationship with Petitioner.

22. On September 21, 2011, Registrant filed an application for registration of the mark GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK for mobile restaurant services (U.S. Registration No. 4232569), claiming a date of first use in commerce of February 1, 1994.

23. The specimen of use Registrant submitted with its application for GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK depicts a picture of Petitioner's sign located on Petitioner's business premises. The specimen of use also depicts Petitioner's original shrimp truck, which is well-known and famously referred to as "Giovanni's Original White Shrimp Truck." This truck was specifically itemized as an asset assigned and transferred to Petitioner in Exhibit A to the Asset Purchase Agreement. (A true and accurate copy of this specimen printed from the United States Patent and Trademark Office's (USPTO) Trademark Document Retrieval (TDR) system is annexed hereto as Appendix D, and depicted below.)

24. In the application for GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK, Registrant falsely describes the specimen of use as follows: "Photo of Giovanni's Original White Shrimp Truck and Sign."

25. Petitioner never authorized or otherwise gave permission to Registrant to depict Petitioner's sign bearing Petitioner's mark and advertising Petitioner's business, or use a photo Petitioner's shrimp truck, in connection with Registrant's business. Petitioner also never authorized or otherwise gave permission to Registrant to use or register the mark GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK, which is identical to the mark in which Petitioner has prior rights.

26. Registrant has never used the mark GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK in connection with mobile restaurant services.

27. Registrant has not continuously or exclusively used the mark GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK in connection with mobile restaurant services since February 1, 1994.

28. In the alternative, to the extent Registrant ever used the mark GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK in connection with mobile restaurant services, Registrant abandoned any such rights.

29. In procuring the application which matured into Registration No. 4232569 of the mark GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK, Registrant knowingly provided false and misleading statements and information concerning its use and ownership of the mark, including a false and misleading declaration signed by Jamie Pitts, with the intent to deceive the USPTO and the public as to

the source of goods sold under the mark GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK and to knowingly misappropriate Petitioner's valuable goodwill and exclusive rights in the mark GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK.

30. Registrant's use of the identical mark GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK for identical mobile restaurant services is likely to cause confusion, to cause mistake, or to deceive within the meaning of Section 2(d) of the Federal Trademark Act.

31. Registrant's use of the mark GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK in the manner described above also is deceptive and falsely suggests a connection with Petitioner within the meaning of Section 2(a) of the Federal Trademark Act.

32. On September 21, 2011, Registrant filed an application for registration of the mark GIOVANNI'S ALOHA FOODS for food preparation services (U.S. Registration No. 4220686), claiming a date of first use in commerce of June 1, 1997.

33. The specimen of use Registrant submitted with its application for GIOVANNI'S ALOHA FOODS depicts no less than five pictures of Petitioner's shrimp truck. (A true and accurate copy of this specimen printed from the United States Patent and Trademark Office's (USPTO) Trademark Document Retrieval (TDR) system is annexed hereto as Appendix E.) In fact, a couple of the images in the specimen of use actually show Petitioner's food for sale from Petitioner's shrimp truck, as can be seen below:

34. In the application for GIOVANNI'S ALOHA FOODS, Registrant falsely describes the

specimen of use, in part, as follows: "Pictures of the Giovanni's Aloha Foods Original White Shrimp Truck."

35. Petitioner never authorized or otherwise gave permission to Registrant to depict Petitioner's shrimp truck or food sold by Petitioner, or to use a photo of Petitioner's shrimp trucks, in connection with Registrant's business. Neither did Petitioner authorize or otherwise give permission to Registrant to create a false impression of an association or affiliation with, or endorsement by, Petitioner.

36. Registrant has not continuously or exclusively used the mark GIOVANNI'S ALOHA FOODS in connection with food preparation services since June 1, 1997.

37. At most, Registrant was permitted to use the mark GIOVANNI'S ALOHA FOODS until sometime in 2001 when he abandoned the company Giovanni's Aloha Foods—a company in which Registrant owned a 25% share and Petitioner's members collectively owned a 50% share—and his right to use the mark GIOVANNI'S ALOHA FOODS.

38. Neither Petitioner nor its members ever gave Registrant permission to recommence use of the mark GIOVANNI'S ALOHA FOODS, or to use the mark in the manner described herein.

39. In procuring the application which matured into Registration No. 4220686 of the mark GIOVANNI'S ALOHA FOODS, Registrant knowingly provided false and misleading statements and information concerning its use and ownership of the mark, including a false and misleading declaration signed by Jamie Pitts, with the intent to deceive the USPTO and the public as to the source of goods sold under the mark GIOVANNI'S ALOHA FOODS and to knowingly misappropriate Petitioner's valuable goodwill and exclusive rights in Petitioner's GIOVANNI'S Marks.

40. Registrant's use of the mark GIOVANNI'S ALOHA FOODS for food preparation services, in the manner described herein, is likely to cause confusion, to cause mistake, or to deceive within the meaning of Section 2(d) of the Federal Trademark Act.

41. Registrant's use of the mark GIOVANNI'S ALOHA FOOD in the manner described herein also is deceptive and falsely suggests a connection with Petitioner within the meaning of Section 2(a) of the Federal Trademark Act.

42. On September 21, 2011, Registrant filed an application for registration of the mark GIOVANNI'S SCAMPI MARINADE for marinades (U.S. Registration No. 4224400), claiming a date of first use in commerce of February 2, 1994.

43. Registrant has not continuously or exclusively used the mark GIOVANNI'S SCAMPI MARINADE in connection with marinades since February 2, 1994.

44. At most, Registrant used the mark GIOVANNI'S SCAMPI MARINADE until sometime in 2001 when he abandoned the company Giovanni's Aloha Foods—a company in which Registrant owned a 25% share and Petitioner's members collectively owned a 50% share—and his right to use the mark GIOVANNI'S SCAMPI MARINADE.

45. Neither Petitioner nor its members ever gave Registrant permission to recommence use of the mark GIOVANNI'S SCAMPI MARINADE, or to use the mark in the manner described herein.

46. In procuring the application which matured into Registration No. 4224400 of the mark GIOVANNI'S SCAMPI MARINADE, Registrant knowingly provided false and misleading statements and information concerning its use and ownership of the mark, including a false and misleading declaration signed by Jamie Pitts, with the intent to deceive the USPTO and the public as to the source of goods sold under the mark GIOVANNI'S SCAMPI MARINADE and to knowingly misappropriate Petitioner's valuable goodwill and exclusive rights in Petitioner's GIOVANNI'S Marks.

47. Registrant's use of the mark GIOVANNI'S SCAMPI MARINADE for marinades, in the manner described herein, is likely to cause confusion, to cause mistake, or to deceive within the meaning of Section 2(d) of the Federal Trademark Act.

48. Registrant's use of the mark GIOVANNI'S SCAMPI MARINADE in the manner described

herein also is deceptive and falsely suggests a connection with Petitioner within the meaning of Section 2(a) of the Federal Trademark Act.

49. On September 21, 2011, Registrant filed an application for registration of the mark GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE for hot sauce (U.S. Registration No. 4248595), claiming a date of first use of February 2, 1994.

50. Registrant has not continuously or exclusively used the mark GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE in connection with hot sauce since February 2, 1994.

51. At most, Registrant used the mark GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE until sometime in 2001 when he abandoned the company Giovanni's Aloha Foods—a company in which Registrant owned a 25% share and Petitioner's members collectively owned a 50% share—and his right to use the mark GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE.

52. Neither Petitioner nor its members ever gave Registrant permission to recommence use of the mark GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE, or to use the mark in the manner described herein.

53. In procuring the application which matured into Registration No. 4248595 of the mark GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE, Registrant knowingly provided false and misleading statements and information concerning its use and ownership of the mark, including a false and misleading declaration signed by Jamie Pitts, with the intent to deceive the USPTO and the public as to the source of goods sold under the mark GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE and to knowingly misappropriate Petitioner's valuable goodwill and exclusive rights in Petitioner's GIOVANNI'S Marks.

54. Registrant's use of the mark GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE for hot sauce, in the manner described herein, is likely to cause confusion, to cause mistake, or to deceive within the meaning of Section 2(d) of the Federal Trademark Act.

55. Registrant's use of the mark GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE in the manner described herein also is deceptive and falsely suggests a connection with Petitioner within the meaning of Section 2(a) of the Federal Trademark Act.

56. Beginning in May 2011, Registrant sent a letter to Petitioner making false ownership claims in the above-marks for which Registrant obtained fraudulent registrations in an attempt to cause Petitioner to license use of the marks from Registrant.

57. In February 2013, Registrant repeated this attempt to extort a license from Petitioner, relying on misstatements of fact and law and otherwise misusing its fraudulently procured trademarks to thwart competition and lawful and fair uses of Petitioner's GIOVANNI'S Marks.

58. For all of the reasons set forth above, Petitioner is being damaged by the continued existence of Registration Nos. 4232569, 4220686, 4224400, and 4248595, and the business and goodwill of Petitioner is further damaged in that said registrations tend to create or maintain statutory rights in violation and derogation of the established rights of Petitioner.

WHEREFORE, Petitioner prays that judgment be entered herein canceling U.S. Trademark Registration Nos. 4232569, 4220686, 4224400, and 4248595, and for such other and further relief that may be just and proper.

The requisite filing fee for this Consolidated Petition for Cancellation is submitted herewith.

* * *

Respectfully submitted,

Dated: April 8, 2013

Jason A. Cody
Jay Guiliano
Daniel P. Mullarkey
NOVAK DRUCE CONNOLLY
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Attorneys for Petitioner
LuckyU Enterprises, Inc.

Certificate of Service

This is to certify that on this 8th day of April 2013, a copy of the foregoing Consolidate Petition for Cancellation and exhibits were mailed by First Class mail, postage prepaid, to the following attorney of record:

Jamie Pitts
The Law Offices of Jamie N. Pitts, Esq., P.A.
542 Columbia Ct.
Sarasota, Florida 34236-7124
941-893-7751
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/Daniel Mullarkey/

APPENDIX A

Revised 11/4/97

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made this 7 day of ~~October~~ November, 1997, by and between **JOHN ARAGONA AND CONNIE ARAGONA**, whose business and post office address is 59-614 KAWOA PL HALEIWA HI 96712 (hereinafter referred to as "Seller") and **NITSCHE ENTERPRISES, INC.**, a Hawaii corporation, whose business and post office address is 57-120 Lalo Kuilima Way, Kahuku, HI 96731 (hereinafter referred to as "Buyer").

W I T N E S S E T H:

WHEREAS, the Seller is the present owner of that sole proprietorship known as "Giovanni's Aloha Shrimp", which is a retail food business specializing in the sale of cooked shrimp lunches form a lunchwagon at locations in Kahuku and Haleiwa;

WHEREAS, the Buyer desires to purchase and the Seller desires to sell a portion of the assets of the business operated by Seller, known as "Giovanni's Aloha Shrimp", and Buyer desires to purchase the exclusive rights in the State of Hawaii, to (a) use the name "Giovanni's Aloha Shrimp", (b) use for the purposes of selling food either retail or wholesale, the Giovanni's Scampi and Giovanni's Hot and Spicy shrimp sauces (the Seller shall retain the right to sell and market Giovanni's Scampi, and Hot and Spicy shrimp sauces only for retail sales), and (c) sell shrimp at retail or wholesale using the present recipe that Seller has for Giovanni's Aloha Shrimp Scampi and Giovanni's Aloha Shrimp Hot and Spicy; and

WHEREAS, Seller desires to assign and Buyer is willing to accept the assignment for that lease that the Seller presently has at two sites situate in Kahuku and Haleiwa and at an additional site in Kahuku which the Seller presently uses to prepare his food; and

WHEREAS, the parties to this Agreement desire to set forth in writing their agreement regarding the purchase of all of the assets of "Giovanni's Aloha Shrimp", subject only to the exclusions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and in consideration of monies exchanged, the parties hereby agree to the following:

1. **Asset Purchase and Assignment of Lease.**

The Seller agrees to sell and the Buyer agrees to purchase from the Seller, all of those assets of the Seller that are specifically listed in Exhibit "A" attached herein as made a part hereof. All such assets shall be transferred to the Buyer by the Seller in good condition at the time of closing. The obligation of the Buyer to buy the assets of the Seller as described in Exhibit "A" are contingent upon the fulfillment of the contingencies set forth in Paragraph 3 herein. The Seller also agrees, as an integral part of this Agreement, to assign to Buyer the rights and obligations of the Tenant or Lessee in that certain leases for (a) that property situate in Haleiwa where Seller presently operates a lunchwagon. , (b) that property situate in Kahuku, at the site of the former Ahi's restaurant, where Seller presently operates a lunchwagon, and (c) that property situate in Kahuku (said property is a part of the same property that the Seller presently uses to operate his lunchwagon) that is presently used as the preparation room for the preparation of the food.

2. **Consideration**

The Buyer agrees to pay the Seller the sum of ONE HUNDRED TWENTY THOUSAND DOLLARS ($120,000.00), which shall be paid into escrow at Closing. This sum shall be paid as follows:

A. A deposit of FIVE THOUSAND DOLLARS ($5,000.00), which shall be deposited into escrow upon execution of this document. This deposit shall be fully refundable until November 21, 1997 or until all of the contingencies in Paragraph 3 are met. Any interest on this deposit shall be credited to the Buyer.

B. The balance to be paid to escrow at closing.

3. **Contingencies.**

The obligations of the Buyer under this Agreement are contingent upon the following being met on the dates specified herein:

A. This Agreement is contingent upon the Buyer and Seller obtaining consent from the landlord on both leases, that is the lease for the Kahuku property and the lease for the Haleiwa property, to assign the rights and obligations of the Tenant or Lessee in both leases to the Buyer or to Troy Nitsche. This Agreement is also contingent on the Buyer obtaining a three year lease for the Kahuku site and the lease terms for said site being and monthly rent of EIGHT HUNDRED DOLLARS ($800.00) with annual rent increases of TEN PERCENT (10%) of the previous year's rent. The Buyer and Seller shall cooperate in obtaining said consent, but it shall be the sole responsibility of the Seller to obtain the consents from both landlords prior to Closing. The consent, including but not limited to the provision that the Kahuku lease is a three year lease along with the stated lease

terms, shall be obtained by 5:00 p.m. on Friday, November 21, 1997. If said consent is not obtained by said date and time, this offer shall be null and void and all deposits shall be returned by the Seller to the Buyer immediately.

B. This Agreement is contingent upon the Seller conveying to the Buyer all of the equipment listed in Exhibit "A" attached, hereto, without any liens or encumbrances.

C. This Agreement is contingent upon the Seller and Buyer jointly owning the State of Hawaii trademark registration to the name "Giovanni's Aloha Shrimp". The Seller shall, prior to closing, provide the Buyer with evidence that said trade name is registered by the Seller in the State of Hawaii.

D. This Agreement is contingent upon the Buyer obtaining financing for the purchase price. The Buyer shall notify the Seller on or before 5:00 p.m. on Friday, November 21, 1997, if the Buyer has been able to obtain financing. If the Buyer is not able to obtain financing, then the Buyer may cancel this Agreement and receive a full refund of all deposits.

E. The obligations of the parties under this Agreement are contingent upon the Seller passing a Department of Health Inspection on the Date of Closing. If the applicable sites do not pass the Department of Health Inspection on said date, then the Closing shall be delayed until such time that the Seller does pass said inspection. If said inspection is not passed within thirty (30) calendar days of the scheduled Date of Closing, then this agreement shall be canceled, the buyer shall receive a full refund of any deposits, and all obligations by and between the parties shall be null and void.

4. **Closing Date.**

The Closing Date of this Asset Purchase Agreement shall be ~~Friday,~~ December 15, 1997 ~~November 28, 1997.~~ Escrow shall be with Island Title, the escrow officer shall be Nina Arakawa.

5. **Representations of Seller to Buyer.**

The Seller makes the following representations regarding the assets being transferred to the Buyer:

A. Seller represents they are the sole owner of the assets listed in Exhibit "A" and that they will have the right and authority to sell and deliver the same in accordance with this Agreement and that the Seller will, pursuant to this Agreement, transfer valid legal title of all the assets listed in Exhibit "A", free and clear of all liens, encumbrances and claims of every kind.

B. Seller will at the request of Buyer, execute and deliver to Buyer all such further assignments, endorsements and other documents as the Buyer may reasonably request to complete such sale of the assets listed in Exhibit "A".

C. The Seller hereby covenants with the Buyer that he has not placed any mortgage or any other liens upon said assets listed in Exhibit "A".

D. Seller represents that they are a lessee as to both the Kahuku property (both areas) and the Haleiwa property that are described herein and that they have the right to occupy the leased premises at both sites and that as of the date of this Agreement no legal action has been taken against them for summary possession or any removal from either premises.

E. Seller is the only individual or entity that owns any rights to the Giovanni's Scampi, and Giovanni's Hot and Spicy Sauces and the Seller has the full right to contract with the Buyer as to any agreement regarding restricting the sale and use of said sauces.

F. Seller represents that there are no actions, proceedings, or investigations pending or, to the knowledge of the Seller, threatened or affecting the Seller, that are before or by any federal, state, municipal or other governmental agency, department, commission, board, bureau, agency or instrumentality, which would make it impossible for Seller to consummate this Agreement with the Buyer or which would make the assets listed in Exhibit "A" subject to lien.

G. All representations and warranties of the Seller contained in this Paragraph 5 shall survive Closing.

6. **Payment of Closing Fees and Costs.**

All closing costs shall be equally divided by the parties except that the Seller shall be solely responsible for bearing any costs relating to fulfilling the contingencies described herein and any other consents. All real property taxes and rent shall be prorated as of the Date of Closing. Each party shall bear their own attorneys fees and costs.

7. **Buyer's Closing Obligations.**

On or before the Closing Date, the Buyer shall:

A. Have paid into escrow all of the purchase price described in Paragraph 2 herein.

B. Deposit into Escrow sufficient cash to cover (i) closing costs, and (ii) all other sums of money required to be paid by the Buyer pursuant to this Agreement.

C. Execute and acknowledge all documents necessary to consummate the transactions contemplated by this Asset Purchase Agreement (including all escrow instructions and closing statements).

D. Perform and satisfy, or cause to be performed and satisfied, all other obligations and conditions which are required to be performed or satisfied by the Buyer under this Asset Purchase Agreement.

8. **Seller's Closing Obligations.**

On or before the Closing Date, the Seller shall:

A. Deliver to the Buyer all of the assets listed in Exhibit "A" attached hereto.

B. Execute and acknowledge a bill of sale transferring all of the assets listed in Exhibit "A" form the Seller to the Buyer.

C. Perform and satisfy, or cause to be performed and satisfied, all other obligations and conditions which are required to be performed or satisfied by the Seller under this Asset Purchase Agreement.

D. Execute and acknowledge all documents necessary to consummate the transactions contemplated by this Purchase Agreement, including but not limited to documents that would transfer the registration of the trade name "Giovanni's Aloha Shrimp" into a joint ownership between the Buyer and Seller.

E. Possession. Seller shall deliver the keys and any codes for security devices to the Buyer at Closing. Any warranties in the possession of the Seller for the equipment or appliances shall also be delivered to Buyer at Closing.

9. **Buyer Does Not Assume Debts of Seller.**

It is expressly understood and agreed between the parties that the Seller is responsible for paying any and all debts incurred by the Seller prior and after the Date of Closing. The Buyer does not and will not assume any and all debts incurred by the Seller. The Seller hereby indemnifies and holds harmless the Buyer from any claim, liability or cause of action for any debt, claim, or action brought against the Seller that arose from any actions or transactions. It is further agreed between the parties that Seller shall retain the right to collect any accounts receivable for debts owed to Seller that were incurred prior to the Date of Closing.

10. **Further Agreements Between the Parties That Will Survive Closing.**

In consideration of the mutual covenants contained herein, the parties hereby covenant and agree that the following are also terms and conditions of this Agreement that will survive Closing. The parties covenant and agree that these terms and conditions may be fully enforced by either party after Closing and that any breach of the following conditions shall be considered to be a breach of this Agreement:

A. The only restriction on the Buyer's use of the trade name "Giovanni's Aloha Shrimp" shall be that the Buyer shall sell at least a half pound of shrimp in the plate lunches sold by the Buyer after acquiring the Seller's business and the Buyer shall use as marination and sauces for the shrimp sold by the Buyer after acquiring the Seller's business both the scampi sauce, and the hot and spicy sauce

that the Seller presently uses. If in the event however, the aforesaid scampi and hot and spicy sauce is not available to the Buyer after the buyer acquires the Seller" business, then the Buyer shall have the right to use a replacement sauce, subject however, to the terms set forth in Paragraph 10-C herein. The joint ownership of the trade name "Giovanni's Aloha Shrimp" shall apply only to the State of Hawaii, and the Buyer covenants and agrees not to register said trade name outside the State of Hawaii.

B. The Buyer shall have the right to purchase form the Seller the Giovanni's Scampi, and Giovanni's Hot and Spicy sauce that is presently used in the cooking and preparation of that product presently called "Giovanni's Aloha Shrimp". The Buyer shall have the right to purchase said sauces in sizes of gallon jugs or larger and the Buyer shall have the exclusive right to purchase said sauces in sizes of gallon jugs or larger at wholesale cost. The Buyer shall have the right to purchase said sauces at the Seller's cost form the bottler plus shipping cost, said cost however, being exclusive of labor. The seller may sell said sauces in the retail market but the Seller covenants and agrees that he shall not (i) sell said sauces in any containers larger than 12 ounces, (ii) sell said sauces to any person or entity other than the Buyer at wholesale (however, this shall not prohibit the Seller from selling his sauces, with the limitation on the sizes as noted above, to any food wholesaler for intended resale on the consumer market only), (iii) sell said sauces to any person or entity that will use said sauces to prepare and sell a food product for retail sale, and (iv) sell the sauce to any person or entity that will compete

against the Buyer. The Seller's obligations under this paragraph shall be limited to the State of Hawaii, and shall not apply to sales outside the State of Hawaii.

C. The parties acknowledge that Seller has contracted Hagerty Foods of California to bottle Seller's sauces and that the Buyer will be buying Seller's sauces through Hagerty Foods. Until the sauce becomes available through Hagerty foods and the Buyer receives delivery of its first complete order, Seller will be responsible for supplying the Buyer with an adequate quantity of sauce at the cost of ingredients. Seller and Buyer mutually covenant and agree that if Hagerty Foods, for whatever reason, cannot supply the Buyer with the shrimp sauces described herein in the required quantities or cannot supply the sauces to the Buyer at the cost of the product plus shipping (the failure of Hagerty Foods to provide said sauces shall be said to occur if the Seller cannot provide the Buyer with any order within twenty (20) calendar days of the Buyer making the order) then the following shall apply:

i. Seller shall first have the right to provide Buyer with the sauce that has become unavailable to Buyer. Seller shall however, provide the sauce to the Buyer at a price no higher than that which the Buyer was paying Hagerty Foods.

ii. In the event that the Seller does not provide the Buyer with the sauce within ten (10) calendar days of the date that Hagerty Foods fails to provide the order to the Buyer, then the Seller shall provide the Buyer with the recipes for said shrimp sauces. Said recipes, shall be subject, however, to a confidentiality agreement between the parties.

iii. In the event that the Buyer receives neither the sauce or the recipes in a timely fashion, then the Buyer may, at the Buyer's option, use a replacement sauce for the period that the Seller's sauces are unavailable to the Buyer. By using a replacement sauce the Buyer does not waive any rights or remedies that it may have under this Agreement as the use of said sauce is simply a means to allow the Buyer to mitigate any damages. The Buyer shall, in such circumstances, retain the right to take legal action against the Seller to enforce any provision of this Agreement.

D. Seller agrees to provide the Buyer with training for a period of two weeks after Closing. Said training shall be provided at no cost to the Buyer and shall inform the Buyer on all aspects of operating the business.

11. <u>Compliance with Antitrust Act.</u>

The parties hereby represent by executing this Agreement that they are not subject to the reporting requirements of the Hart-Scott-Rodino Antirust Improvement Act of 1976. If the parties are so required to report then the parties shall cooperate with each other to meet the requirements of this Act.

12. <u>Compliance with Bulk Sales Act.</u>

The parties hereby covenant and agree that the Seller is subject to the reporting requirements of the Bulk Sales Act under the Hawaii Revised Statutes. The Seller shall be solely responsible for meeting any reporting requirements under said Bulk Sales Act.

13. **Cooperation of Parties in Transition; Inspection of Books.**

Seller and Buyer shall each use reasonable efforts and cooperate in good faith to achieve an orderly transition relating to the leased premises described herein.

14. **Cancellation of Agreement.**

In the event that the Seller fails to fulfill any of the contingencies listed in this Agreement by the dates set forth, unless there is written agreement to the contrary, this Agreement shall be null and void if any of those conditions are not met. Upon cancellation of this Agreement the Buyer shall receive a full refund of any deposits.

15. **Non-Competition Clause.**

In consideration of the covenants contained herein, the Seller agrees not to operate, own, participate in, manage, supervise, or engage in consulting any retail food business in the State of Hawaii for a period of five (5) years after the Date of Closing, except that the Seller may participate in a catering business, catering other types of food in addition to the product known as "Giovanni's Aloha Shrimp" if and only if the Seller purchases all the required shrimp, already cooked and prepared, from the Buyer at a price of the Buyer's cost plus a sixty percent (60%) mark-up. The Seller further covenants and agrees that they shall not use the name "Giovanni's" or "Giovanni" in the operation of any business in the State of Hawaii for a period of five (5) years after the Date of Closing, except that (A) the Seller may market and sell any sauces under the name Giovanni's provided that the market and sale of said sauces does not violate any other term of this Agreement, and (B) the Seller may open a sit-down restaurant that sells the shrimp under the aforesaid name if and only if said restaurant serves the shrimp only for dinner (after 6:00 p.m. daily). The Seller further covenants and agrees that under no circumstances will

they operate, own, participate in, manage, supervise, or engage in consulting any lunchwagon operation in the State of Hawaii without the express written consent of the Buyer. The terms of this Paragraph shall survive Closing and the parties covenant and agree that without the existence of this clause that the Buyer would not have entered into this Agreement.

16. **Event of Default.**

The following shall constitute and "Event of Default" this Agreement:

A. Buyer or Seller shall fail to pay any sums of money when due under this Purchase Agreement, or fail to observe or perform any other term or provision to be observed or performed by Buyer or Seller under this Agreement, or

B. Buyer or Seller shall acquiesce in writing to, or fail to controvert in a timely manner, any petition filed against Buyer or Seller in an involuntary case under the federal bankruptcy laws, or

C. Buyer or Seller fails to observe or perform any term or provision of this Agreement that is to survive Closing.

17. **Remedies Upon Default.**

Upon the occurrence of any "Event of Default", the non-defaulting party shall have the following rights and remedies:

A. In the case of the Seller being the non-defaulting party, the Seller's remedies shall be limited to canceling this Purchase Agreement and, if applicable, retention of the deposit described in Paragraph 2A herein.

B. In the case of the Buyer being the non-defaulting party, the Buyer may either:

(i). Sue the Seller for and obtain damages and/or specific performances; or

(ii) The Buyer may choose to cancel this Agreement in accordance with the terms contained in paragraph 11 herein, in which case the deposit shall then be fully refunded to the Buyer, and upon cancellation there shall be no further obligations between the parties.

18. **Time is of the Essence.**

Time is hereby expressly declared to be of the essence of this Purchase Agreement. Unless otherwise specified herein, the due date for the receipt of any notices or sum of money shall be 5:00 p.m., H.S.T., of each respective day.

19. **Applicable Law.**

This Purchase Agreement shall be governed by and construed under the laws of the State of Hawaii. Any legal action hereunder shall be filed in the State of Hawaii judicial system only and the Buyer and Seller hereby submit themselves to the jurisdiction of the courts of the State of Hawaii and the United States District Court for the District of Hawaii.

20. **Attachments to this Agreement.**

The attachment marked as Exhibit "A" shall be made a part to this Agreement.

21. <u>General Provisions.</u>

A. This is the sole and only agreement between the parties. Any modification of this Agreement must be in writing and executed by both of the parties hereto.

B. If any part of this Agreement is deemed to be invalid for any reason, this shall not invalidate this entire agreement but shall only invalidate that one provision and the remainder of this agreement shall remain in full force and effect.

C. This Agreement shall be construed to give the Buyer full rights to use the name "Giovanni's Aloha Shrimp" without any limitations placed upon the Buyer on the use of said name.

D. This Agreement has been reviewed by each party and their respective counsel. Although this Agreement may have been drafted by one party, the Agreement shall be construed as if it had been drafted jointly by the parties and shall not be interpreted on behalf of one party as against the other.

E. The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purpose, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

F. Facsimile copies shall be treated as originals for the purposes of this Asset Purchase Agreement.

DATED: Honolulu Hawaii, November 7, 1997.

JOHN ARAGONA

CONNIE ARAGONA

"Seller"

NITSCHE ENTERPRISES, INC., a Hawaii corporation

BY: _____
Its

"Buyer"

EXHIBIT "A"

GIOVANNI'S ALOHA SHRIMP INVENTORY

Inventory - Kahuku Truck: OA

1 - 1952 Chevrolet Truck (sold as is) TEW
1 - Ladder
1 - Refrigerator
1 - Single burner stove
1 - Double Burner Stove
3 - Strainers
5 - A-frame signs
2 - Coolers
3 - Spray bottles
6 - Scampi pans
2 - Hot & Spicy pans
3 - Grilled pans
1 - Crate (spay bottles & trash bags)
14 - Stainless steel trays (Scampi containers)
10 - Stainless steel tray tops
8 - White plastic tubs (cut & uncut containers)
1 - Hot dog container
3 - Trash cans (2 outside - large; 1 inside - small)
2 - Large rice inserts
2 - Small rice inserts
2 - Large rice cookers
2 - Small rice cookers
2 - Condiment containers - stainless steel
2 - Blue tarps
1 - Lemon wedge container
6 - Plastic containers (napkins, forks, etc.)
2- Rice scoopers
1 - Circular plastic container
4 - Rinsing jars
2 - Buckets
1 - Circular fan
5 - Plastic trays ("To go" section)
1 - Set of jumper cables
2 - Cutting boards
1 - Stereo
9 - Tables (8 vinyl & 1 wooden with parasol and base)
1 - 30' x 20' tent
1 - Clipboard
1 - Lighting system for tent
2 - Propane tanks
3 - Cork boards
3 - Extension cords (large guage)
1 - Broom
1 - Cash box
Assorted markers and bungie cords
1 - Plastic hand rinse container
1 - Large plastic tub (holds sauces next to cooler)
3 - Small plastic trays (on serving counter)
2 - Plastic jars (tickets and tips)
5 - Shoyu dispensers
1 - Salt & pepper shaker combo
1 - Toothpick dispenser
1 - Kiddy chair
1 - Black tarp
3 - Rakes
6 - Cutting knives (truck and house)
1 - Chopping knife
3 - Rubber floor mats
1 - Trailer
1 - Trailer sign
3 - Tongs
2 - Ladles
1 - Phillips head screw driver
1 - Flat head screw driver
1 - Metal grease container
1 - Spatula
1 - Can opener

Inventory - Preparation Rooom:

1 - Hose and nosel
1 - Refrigerator
2 - Freezers; 1 single capacity, 1 double capacity
1 - Coffee machine and carafe
3 - Night stands
1 - 3 basin stainless steel sink & rinsing handle
1 - Stainless steel work table
1 - 20 gallon cooler
1 - 20 gallon coffee/tea dispenser
2 - 2' x 2' circular fans
1 - Bar stool
1 - Ratan table
4 - Ratan chairs
1 - 8' x 3' Stocking table
2 - Trash bins (small)
1 - Air conditioner
1 - 5' x 2' desk and chair
1 - Futon frame
6 - Window shades
1 - Paper towel dispenser
1 - Hi-fi
2 - Table lamps
2 - Mops
1 - Large clock
1 - Pair walkie-talkies
1 - Ceramic washing sink (outside)
2 - Brooms
2 - First-aid kits
1 - Blue tarp
1 - Z Burner stove (working)
1 - Cork board
1 - Ice machine (outside)
1 - Scampi pan (un-used)
2 - Large rice inserts
4 - Small rice inserts
3 - Cutting boards
3 - Propane tanks
1 - Box of order books
5 - Large plastic tubs (blue & green)
1 - Dirty linen container (outside)
1 - Gasoline container
1 - Large trash can (outside)
1 - Set of tongs
2 - Ladles (Large)
2 - Extension cords (small guage)
2 - Spray bottles
1 - Dust pan and brush set
1 - Pair vice-grips
3 - Rice spoons
1 - Spatula
1 - Can opener
1 - Large "Giovanni's" wooden sign

Inventory - Haleiwa Truck:

1 - 1977 Dodge Truck (sold as is) TRW
2 - Extension cords (Large guage)
1 - Hose
2 - Scampi pans
1 - Hot & Spicy pan
1 - Grilled pan
2 - Small rice cookers
2 - Small rice inserts
1 - Refrigerator
2 - Shoyu dispensers
1 - Tip jar
1 - Stereo
1 - 2 Burner stove
3 - sets of tongs
1 - Ladle
1 - Rice scooper
1 - Small trash container
1 - Large trash can
2 - Tables
1 - A-frame sign
2 - Cutting knives
1 - Cutting board
1 - Strainer
3 - Stainless steel scampi containers
1 - Hot dog container
7 - Plastic trays (napkins, chopsticks, etc.)
1 - Propane tank
3 - Padlocks
1 - Toothpick dispenser
2 - Spray bottles
4 - Marker pens
1 - Cooler
1 - Pair of vice-grips
2 - Rinsing containers
1 - Fan
1 - Bucket
1 - Cash Box
1 - Black tarp
1 - Metal grease container

BUYER:

Nitsche Enterprises, Inc.

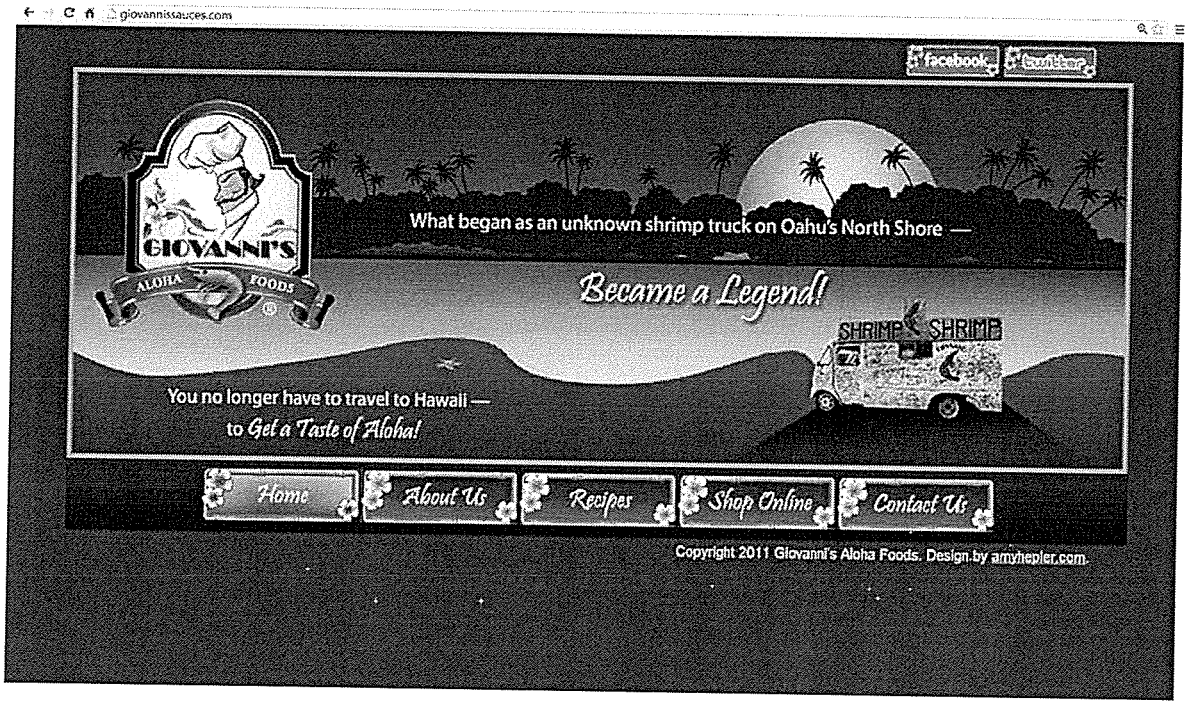
By: _____ 11/24/97
Its: Date

SELLERS:

_____ 11/24/97
John Aragona Date

_____ 11/24/97
Connie Aragona Date

APPENDIX B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GIOVANNI'S
ALOHA FOODS
What began as an unknown shrimp truck on Oahu's North Shore —
Became a Legend!
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to Get a Taste of Aloha!
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Recipes
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APPENDIX C

About Giovanni's Aloha Foods and Our Famous Shrimp Sauce!

What began as an unknown, white shrimp truck on Oahu, Hawaii's North Shore — *Became a Legend...*

Known for it's succulent shrimp morsels served up hot and tasty, Giovanni's Aloha Foods has been pleasing palettes since 1997.Giovanni's Hot & Spicy Sauce, a sauce almost as hot as volcanic lava, has been known to bring customers to their knees; while the mild, but flavor-packed, Giovanni's Scampi Marinade has brought nothing but delight to customers. AND NOW YOU CAN BUY IT IN A BOTTLE! **Made in the USA!**

Giovanni's Aloha Foods is a member of the National Association for the Speciality Food Trade.

1997 Scovie Award: 1st place winner of Scampi Marinade (*pictured above*); **Scovie Award:** 2nd place winner of Hot & Spicy Sauce

---

Our Customers Say

"Our friend told us to stop at the "White Shrimp Truck" in Kahuku, and we're glad we did! The garlic scampi was our family's overall favorite, and I loved the Hot & Spicy, I really mean it! I collect hot sauce from all over the place, Barbados to Belize, Louisiana to Los Angeles, and your secret African Roots and spice are truly unique. I can't wait till you start bottling it."

– Eddie, Terry & Jacob Coleman, Venice, Calif.

"We think your shrimp scampi is the best we have eaten anywhere."

– Jim & Mary Jane West Lufkin, Texas

"Still looking forward to seeing you and having your famous shrimp sauces."

– Gerda Vienna, Austria

"The thing I miss most is my shrimp fix."

– Pat & Clyde Jacobs Vancouver, Canada

"We enjoyed the best shrimp of Oahu."

"Thanks for serving some of Oahu's finest, tastiest, freshest shrimp scampi. We really enjoyed dining

– Ann & Eric Appelt Numberg, Germany

daily at the white shrimp truck, during our recent vacation. Your shrimp is the BEST!"

– Harry & Rochelle Pillion, University Heights,

"You have been one of "A list" stops on out list of must see sights on Oahu As always it was the most scrumptious meal."

– Lou Harris San Mateo, California

"I miss talking to you and eating your incredible shrimp. I'll see you soon in paradise."

– Yasser Alexandria, Egypt

"Best shrimp ever!"

– Yuki, Tokyo, Japan

"The hottest shrimp ever!"

– Allan Ciaport, Montpellier, France

"Just to let you know we marinated 2 lb. 31/40 shrimp in the Giovanni scampi sauce and put them on the grill screen at medium heat 4 minutes on each side . Then we put them back in your sauce and served them . At first bite my brother-in-law said "WOW !!!! GET ME A CASE OF THIS SAUCE". Thank you Giovanni."

– Mike Antonelli

"I'm a shrimp truck addict for 12 years - nothing but Giovanni's! I didn't eat at the truck the first time I saw it (2000). It was just a truck melted into the dirt - covered in graphitti. Boy am I glad I asked someone if the legend was true - I went back to the truck and got my first taste of what has become my number one "to do" when I arrive for vacation!! Just so you know - everyone that's come to the truck after 2000...it was me that sent them!! I know - you wondered where all those people came from. What can I say - when I like something - I tell everyone."

– Mike, Portland, Oregon

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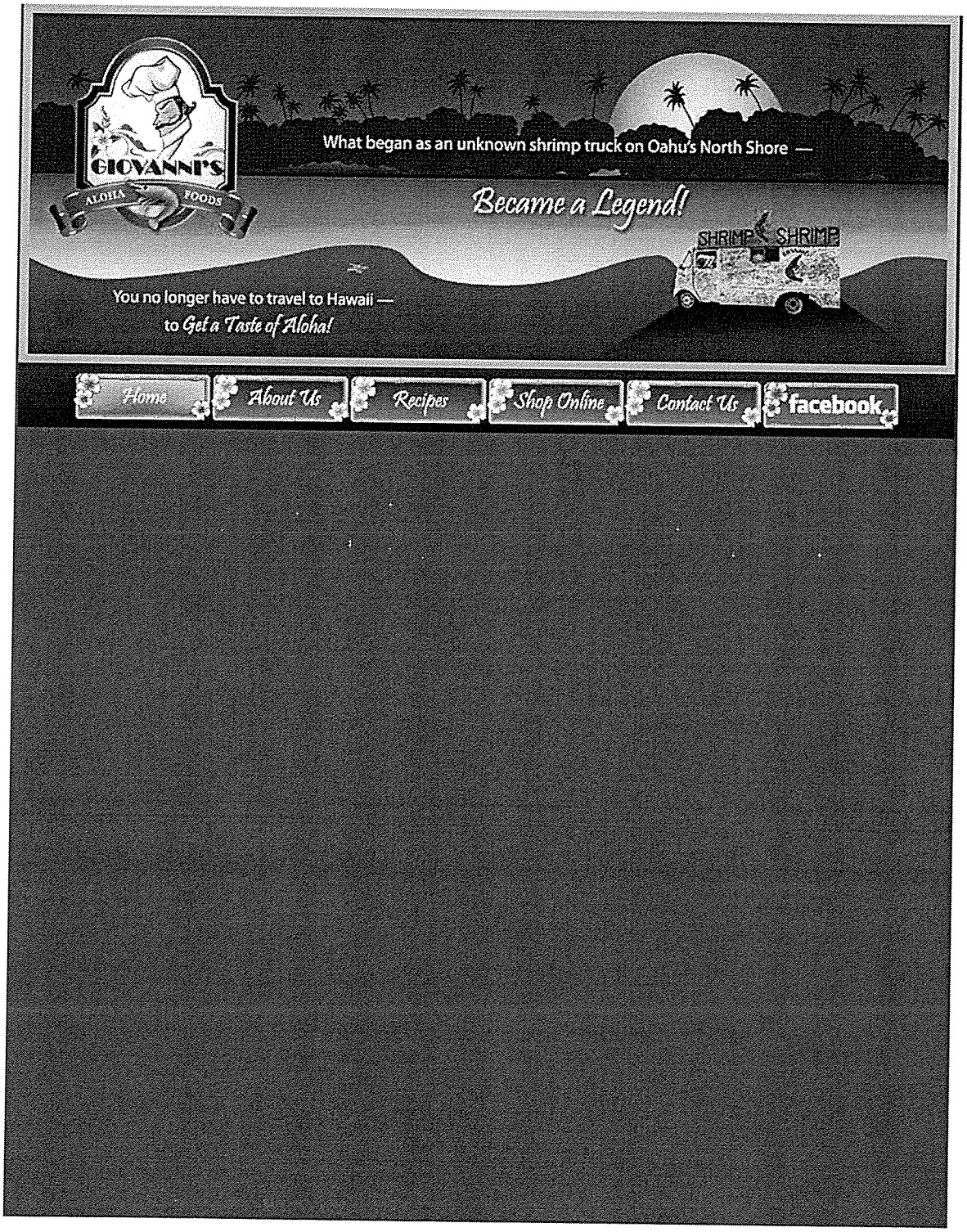
APPENDIX D

GIOVANNIS
ORIGINAL
WHITE

APPENDIX E


GIOVANNI'S
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What began as an unknown shrimp truck on Oahu's North Shore —
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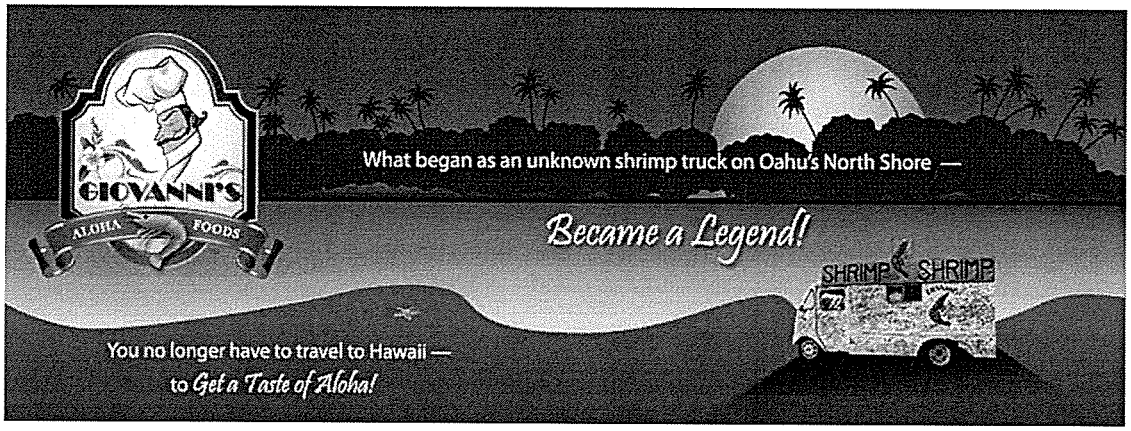
#1 SHRIMP SCAMPI
#3 LEMON/BUTTER
#2 HOT & SPICY
#4 HOTDOG W/BUN
OR W/RICE

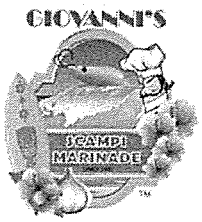


Buy Giovanni's Sauces Online!

Category: Store

View as: Grid List Table Sort by Price: low to high

Giovanni's Hot & Spicy Sauce
SKU 1195100971
$6.95



Giovanni's Scampi Marinade
SKU 1195100969
$7.95

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Giovanni's Aloha Foods

FIELDS: Graphic Design, Package Design, Web Design INFO

BY: Amy Hepler

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» **The Served Sites**
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The 99%
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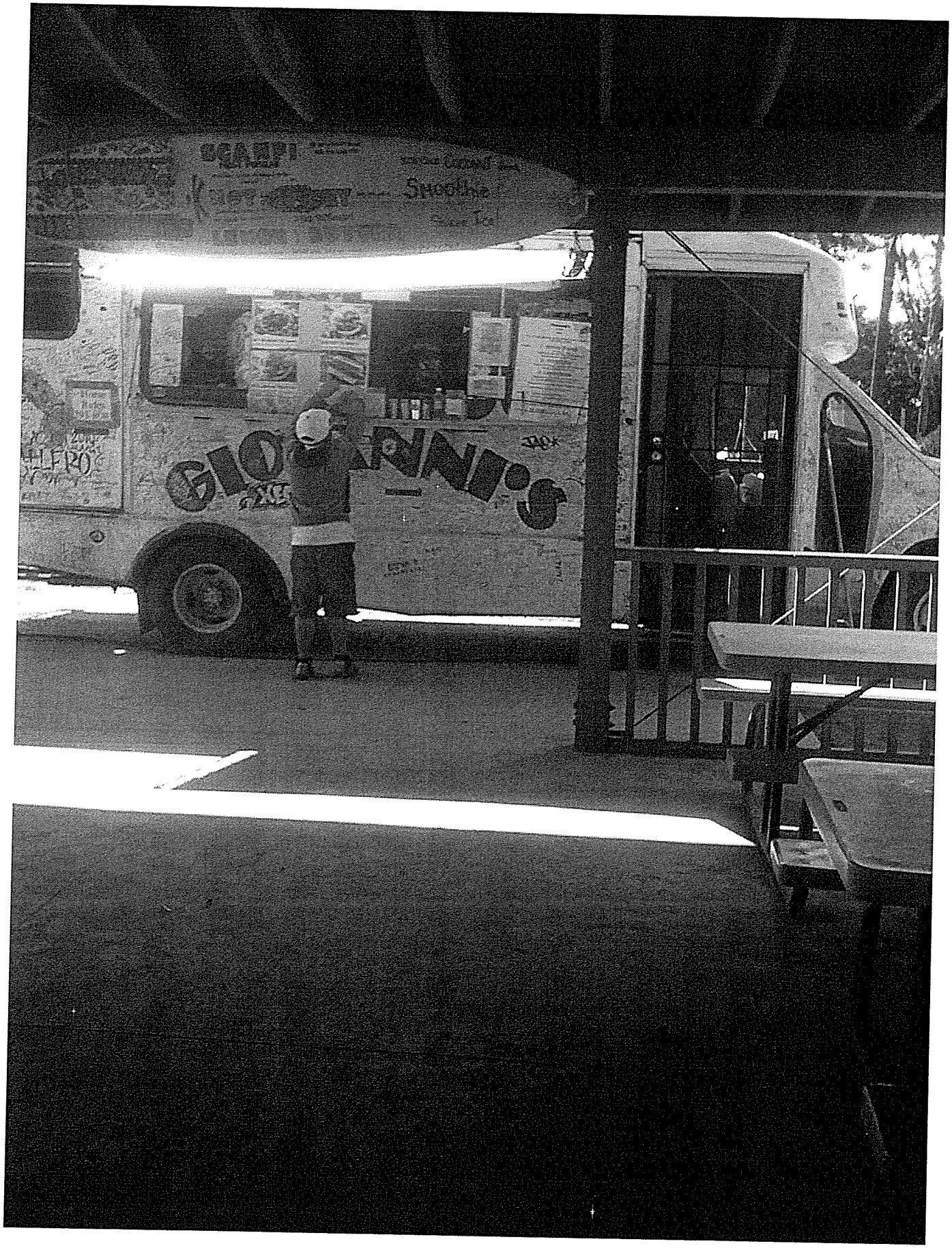

Smoothie
GIOVANNI's

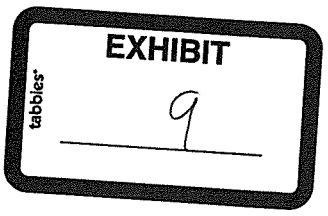
In the matter of Trademark Trial and Appeal Board
Cancellation No. 92057023
Registration Nos: 4,220,686 - GIOVANNI'S ALOHA FOODS
4,224,400 - GIOVANNI'S SCAMPI MARINADE
4,232,469 - GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK
4,248,595 - GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE

LuckyU Enterprises, Inc., dba Giovanni's	:	
Original White Shrimp Truck	:	
Petitioner,	:	
v.	:	Cancellation No. 92057023
John "Giovanni" Aragona	:	
Respondent.	:	

Troy Nitsche Deposition **Exhibit: 9**

Exhibit Offered by Petitioner

2014.09.17



LIMITED LIABILITY COMPANY MEMBER AGREEMENT

JOHN ARAGONA, CONNIE ARAGONA, JAMES GOODRICH, DIANE WONG, and **TROY NITSCHE,** the below signed hereby enter into this Member Agreement on behalf of themselves, their heirs, successors and assigns, and set forth following terms and conditions as constituting the Member Agreement in its entirety:

1. The Limited Liability Company (LLC) shall go by the following name: Giovanni's Aloha Foods, LLC.

2. The LLC's principle place of business shall be in the State of Hawaii.

3. The first day that the LLC shall begin business is September 15, 1999, and it will continue in business until a majority of the members agree to terminate it or until forced by law to cease operations.

4. The LLC's operations shall be primarily in the following field or area:
The manufacture and sale of the LLC's bottled sauces and bottling of third party products. It is understood by all members that John and Connie Aragona may, at their discretion, operate a catering service from the LLC's place of business. The catering service will have no affiliation with the LLC. All profits, and any liabilities, associated with the catering service belong solely to John and Connie Aragona.

5. The following member contributions, ownership interests, and voting rights in the LLC shall apply:
There are five (5) ownership interests in the LLC, as follows:
John Aragona and Connie Aragona, having contributed their sauce recipes, existing business contracts, and certain production equipment valued at Fifteen Thousand Dollars ($15,000.00), shall each be entitled to an ownership interest of twenty-five (25%) for a total ownership interest of fifty percent (50%) of the LLC.

James Goodrich and Diane Wong, having contributed Three Thousand Dollars ($3,000.00) cash, their business expertise, and legal services, shall each be entitled to an ownership interest of twelve and one-half percent (12.5%) for a total of twenty-five percent (25%) of the LLC.

Troy Nitsche, having contributed the sum of One Hundred Thousand Dollars ($100,000.00) cash shall be entitled to an ownership interest of twenty-five percent (25%) of the LLC.

There are three voting interests in the LLC, as follows:

John Aragona and Connie Aragona, as one entity for voting purposes, shall be entitled to collectively cast ONE (1) vote. Should there be disagreement between John Aragona and Connie Aragona as to a voting decision, the vote cast by John Aragona shall be binding as to both parties.

James Goodrich and Diane Wong, as one entity for voting purposes, shall be entitled to collectively cast ONE (1) vote. Should there be disagreement between James Goodrich and Diane Wong as to a voting decision, the vote cast by James Goodrich shall be binding as to both parties.

Troy Nitsche, as one entity for voting purposes, shall be entitled to cast ONE (1) vote.

6. The IRS's general allocation rule shall apply, and gains and losses shall be allocated according to the % of total capital contributed by each member as set out in paragraph #5 above.

7. Profits and losses shall be allocated according to the same percentage of ownership interests set forth in paragraph #5 above.

8. Salary for the services rendered by any member shall be determined by unanimous approval of the members.

9. Control and management of the LLC shall be in accordance with the following:

John Aragona and Connie Aragona shall be responsible for the day-to-day management of the LLC. They shall have the right to make all day-to-day decisions regarding the operation of the LLC. However, any decision to purchase additional equipment, hire employees, increase salaries or benefits, or expense LLC funds exceeding Five Thousand Dollars ($5,000.00) requires majority approval.

10. The members designate the following as the LLC's business checking account into which all the funds of the LLC shall be placed and maintained:

First Hawaiian Bank, Account No. 26-035295

11. Adequate accounting records shall be made and maintained. Any member, or his/her agent, may review any and all accounting or other records at anytime. Any costs of inspection shall be paid by the individual member seeking the review. However, with majority approval any costs incurred by such review shall be paid by the LLC.

12. Accounting records and books shall be kept on a cash basis and the fiscal year shall begin on the 1ST day of January and shall end 31ST day of December.

13. The LLC shall dissolve upon the retirement, death or incapacity of any member unless the remaining members, or any individual member, elect(s) the option of buying out that member's share. If so elected, the LLC shall be valued by submission to arbitration with GAMA, Inc., according to reasonable accounting and valuation principles, and as set forth in paragraph #15 below. The finding of the arbitrator as to the value of the LLC shall be final and binding upon the members, their heirs, successors, and assigns. Upon the issuance of this finding, the remaining members shall have sixty (60) days to buy out the previous member's share. Should more than one remaining member desire to buy this share, the share shall be split evenly between the same.

14. Upon termination or dissolution of the LLC, the LLC will be promptly liquidated, with all debts being paid first, prior to any distribution of the remaining funds. To the extent any funds remain, distribution of the remaining funds shall be made according to the following:

First paid shall be Troy Nitsche, in an amount equal to his initial $100,000.00 contribution to the LLC. Any remaining funds shall then be distributed according to the percentage of ownership as set out in paragraph #5 above.

15. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

So agreed, this 1st day of October, 1999.

JOHN ARAGONA

CONNIE ARAGONA

TROY NITSCHE

DIANE WONG

JAMES GOODRICH

In the matter of Trademark Trial and Appeal Board
Cancellation No. 92057023
Registration Nos: 4,220,686 - GIOVANNI'S ALOHA FOODS
4,224,400 - GIOVANNI'S SCAMPI MARINADE
4,232,469 - GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK
4,248,595 - GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE

LuckyU Enterprises, Inc., dba Giovanni's	:	
Original White Shrimp Truck	:	
Petitioner,	:	
v.	:	Cancellation No. 92057023
John "Giovanni" Aragona	:	
Respondent.	:	

Troy Nitsche Deposition **Exhibit: 10**

Exhibit Offered by Petitioner

2014.09.17

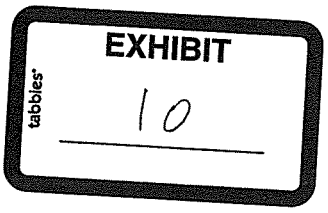
THE LAW OFFICES OF JAMIE N. PITTS, ESQ., P.A.
WWW.JNPLAWFIRM.COM

SARASOTA OFFICE
813 HUDSON AVENUE
SARASOTA, FL 32436

CELL: 941-893-7751 FAX: 888-843-3751
EMAIL: jamienpitts@jnplawfirm.com

MIAMI OFFICE
754 NE 90TH STREET, # 704
MIAMI, FL 33138

LuckyU Enterprises, Inc.
57-120 Lalo Kuilima Way #12
Kahuku, Hawaii 96731
808-630-9116(phone)
808-638-0110(fax)
gioshrimp@aol.com



Dear Mr. Nitsche:

We represent John and Carol Aragona, the founder of Giovanni's Shrimp Truck and Giovanni's Aloha Foods, in connection with intellectual property matters. My clients are the exclusive owners of intellectual property, several of which include the following trademarks: Giovanni's Aloha Shrimp, Giovanni's Shrimp Truck, Giovanni's Scampi Marinade, and Giovanni's Shrimp Sauce (hereinafter collectively referred to as the "Marks") in connection with the food related goods and services. It has come to our attention that you have recently made unauthorized use of these Marks which constitutes trademark infringement, false designation of origin, and unfair competition in violation of the federal Trademark Act of 1946, 15 U.S.C. Section 1051 et seq, breach of contract, and fraud upon the United States Patent and Trademark Office (USPTO).

Mr. Aragona began using the Marks in commerce in 1994 when he started Giovanni's Shrimp Truck, a food-truck business in Hawaii, where he sold a number of shrimp dishes along with various sauces and marinades, all of which were his original recipes. According to trademark common law, making first use of the Marks in commerce in connection with food related goods and services gives Mr. Aragona the ultimate right to the trademarks. This is most likely why these rights were addressed in the Asset Purchase Agreement (hereinafter the "Agreement") you may recall entering into with Mr. Aragona in 1997 (Agreement enclosed for ease of reference). Section 2 of the Amended Agreement details the limited trademark license my client granted, which restricted your use the "Giovanni's Aloha Shrimp" trade name; for a period of ten years; within the State of Hawaii.

Mr. Aragona's use of the Marks in commerce has continued to present date in a manner that has been consistent with the terms of the non-exclusive license and the competition restrictions within the Agreement. In a letter dated November 30, 2010, you were made aware of Mr. Aragona's continued use of the Marks, and also became

aware of Mr. Aragona's intent to expand his use of the Marks by various means of distribution, including through online sales, on bottled sauce products (letter enclosed). While this letter was sent as professional courtesy, it seems to have triggered you to make several unlawful actions.

First, your attempted federal registration of four trademarks which are either identical or confusingly similar to those my client has the sole right to use in commerce in connection with the goods included in your applications was clear violation of my client's exclusive rights amounting to violations of both state and federal intellectual property and consumer protection laws. Second, because your actions have far exceeded the limited rights you were granted in the Agreement you entered into with my client in 1997, your actions also constitute breach of contract. Finally, not only have you violated my client's rights; your actions also constitute fraud on the USPTO in several ways. It is plainly stated on the four trademark applications that you signed:

> "Undersigned is 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; 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."

Mr. and Mrs. Aragona have received several emails from customers that are confused as to whether there is any affiliation between their business and yours, confirming not only a likelihood of confusion, but actual instances of consumer confusion (sample emails enclosed). These emails from consumers have also indicated that you are not in fact currently selling bottled sauces of any kind whatsoever. The content and dates of these emails provide ample proof that the trademark applications that you filed contained "willful false statements" as to the date you commenced use of the marks on goods in commerce and to your priority entitling your use of the Marks.

While my clients are prepared to take aggressive action in connection with your unauthorized use of the Marks, we are writing in an effort to first resolve this matter amicably. Therefore, we seek your assurances that you will (i) immediately withdraw the four trademark applications that you have filed with the USPTO, (ii) agree not to use the Marks or any similar marks in the future, alone or as part of a

composite mark, connection with the sale of bottled sauces; (iii) agree to conform your actions and use of the Marks to the terms of the original Agreement that you signed in 1997.

If we do not receive your immediate and full cooperation with this matter, our next course of action will be filing a formal opposition with the USPTO Trial and Appeal Board on the date of publication in the Official Gazette, if any of the Marks should make it past the Examining Attorney's review. Please contact the undersigned no later than seven (7) days from your receipt of this letter to confirm your intent to comply with these terms. If we do not hear from you on or before this date, we will assume that you do not intend to comply and will be forced to take whatever legal action is necessary to protect our client's rights.

We are optimistic that you will respect the intellectual property rights of my clients and will fully cooperate in order to minimize further cost to either party. If you have any questions, please contact me directly.

Sincerely,

Jamie N. Pitts, Esq.

FIRST AMENDMENT OF ASSET PURCHASE AGREEMENT
DATED NOVEMBER 7, 1997

THIS FIRST AMENDMENT OF ASSET PURCHASE AGREEMENT DATED NOVEMBER 7, 1997 is made and entered into, effective November _____, 1997, by and between JOHN ARAGONA and CONNIE ARAGONA, whose business and post office address is 59-618 Kawoa Place, Haleiwa, Hawaii 96712, (hereinafter referred to as "Seller") and NITSCHE ENTERPRISES, INC., a Hawaii corporation, whose business and post office address is 57-120 Lalo Kuilima Way, Kahuku, Hawaii 96731 (hereinafter referred o as "Buyer");

WITNESSETH:

WHEREAS, pursuant to that certain unrecorded ASSET PURCHASE AGREEMENT DATED NOVEMBER 7, 1997 (the "Agreement") Seller has sold and Buyer has purchased a portion of the assets of Seller's business known as "Giovanni's Aloha Shrimp", which is a retail food business specializing in the sale of cooked shrimp lunches form a lunch wagon at locations in Kahuku and Haleiwa; ("Business"); and

WHEREAS, Seller and Buyer Lessee agree to amend the Agreement to change Seller's contingencies designated under paragraphs 3A stating, in pertinent part, that Seller's leases must be assigned to Buyer and that Landlord's consent must be obtained, and 3C stating, in pertinent part, that the Hawaii trademark registration to the name "Giovanni's Aloha Shrimp" must be jointly owned by Seller and Buyer;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein and in the Agreement, Seller and Buyer agree to a first amendment of the Agreement as follows:

1. Landlord's Consent and Assignment Contingency. Seller and Buyer hereby agree that the Contingency requiring the Kahuku lease to be assigned to Buyer with the Landlord's consent shall be deleted and replaced with the following: Selller provide proof prior to closing that the Buyer has been named as a tenant on the existing lease with Campbell Estates as landlord. The Buyer understands that the consent of the Landlord, Campbell Estates, can not be obtained and that as such Buyer has agreed to be added onto the current lease with Seller.

2. Trademark Contingency. Paragraph 3C shall be deleted in its entirety and replaced with the following:

> Seller shall provide evidence, prior to closing, that the trademark "Giovanni's Aloha Shrimp" is registered and owned in the State of Hawaii by the Seller. Seller hereby covenants and agrees to permit Buyer to use the trade name "Giovanni's Aloha Shrimp", at no cost to Buyer, for a period of ten years with

said term to be extended for an additional ten year period upon Seller's renewal of said trade mark, subject to remaining term in the Asset Purchase Agreement. Buyer shall be permitted to use said trade name in the State of Hawaii without any restrictions except for those restrictions noted in the Asset Purchase Agreement.

3. Amendment. Except as expressly amended in this First Amendment, the Agreement shall remain unchanged and shall continue in full force and effect. The Agreement, as hereby amended, is ratified and confirmed.

4. VEHICLES. As a part of the Asset Purchase Agreement, Seller shall transfer title to those vehicles listed in exhibit "B" from the Seller to the Buyer. Seller shall provide, prior to closing, proof that the Seller holds title to these vehicles and the actual transfer of the vehicles shall be effected through closing by the Seller tendering to Escrow an executed original of the certificate of title for both vehicles. No title abstract shall be required prior to closing but the Seller hereby warrants that there are no liens and encrumbances on said vehicles.

IN WITNESS WHEREOF, Seller and Buyer have executed this First Amendment of Asset Purchase Agreement, dated November 7, 1997, as of December_____, 1997, and shall be effective upon the signatures of Seller and Buyer .

_____
JOHN ARAGONA

_____
CONNIE ARAGONA

"Seller"

NITSCHE ENTERPRISES, INC. A
Hawaii Corporation

By_____
Its

"Buyer"

THE LAW OFFICES OF JAMIE N. PITTS, ESQ., P.A.
WWW.JNPLAWFIRM.COM

Saccoccio & Lopez
ATTORNEYS AT LAW

Paul H. Saccoccio
Admitted Hawaii and New York

Marianita Lopez
Admitted Hawaii and New York

November 30, 2010

Troy Nitsche
Giovanni's Shrimp Truck
83 Kamehameha Highway
Kahuku, HI 96731

Dear Mr. Nitsche:

Please be advised that I represent John Aragona whom you know well. I have tried to contact you and Mr. Goodrich without success.

As you know, Mr. Aragona, the originator of Giovanni's Shrimp Truck, signed a contract with you agreeing not to compete for a limited period of time. That time has long since expired. Mr. Aragona is now in the process of bottling and selling his Giovannis's Shrimp Sauce and Scampy Marinade through all means of distribution including online.

I am writing to inform you of his plans that you may take this opportunity to register any legal concerns you may have based on the original contract. I am not in possession of the contract and If you are willing to forward it to me it would greatly assist me in protecting all parties legal rights.

I welcome the opportunity to discuss this matter with you or anyone you authorize. My client is in the process of developing his business plan so should you have objections now is the time raise them.

I look forward to hearing from you.

Very truly yours,

Paul Saccoccio

66-437 Kamehameha Highway, Suite 209 • Haleiwa, Hawaii 96712 • Phone (808) 637-7611 • Fax (808) 637-4490
HaleiwaLaw@hawaii.rr.com

FW: From Giovanni's website

3 messages

Caroleann <caroleann@tampabay.rr.com> **Fri, Apr 15, 2011 at 6:14 PM**
To: Jamie Pitts <jamienpitts@jnplawfirm.com>

Here is one email. Will follow with 2 others.

-----Original Message-----
From: giovanni [mailto:giovannis@tampabay.rr.com]
Sent: Friday, April 15, 2011 6:13 PM
To: 'Caroleann'
Subject: FW: From Giovanni's website

-----Original Message-----
From: Trellix Mailer [mailto:builder@myregisteredsite.com]
Sent: Monday, January 17, 2011 6:55 PM
To: giovannis@tampabay.rr.com
Subject: From Giovanni's website

fullname: jorge
email: jorge2425@yahoo.com
comments: I had the shrimp at the truck on the north shore a week ago and they said they don't bottle their sauce. Where are you located and are you working with the shrimp truck from Hawaii? Would love to buy the sauce, but want to make sure it I'm not getting ripped off. Talk to you soon
comments:
getintouch: email
submit: Submit
submit.y: 7
submit.x: 39

Caroleann <caroleann@tampabay.rr.com> **Fri, Apr 15, 2011 at 6:15 PM**
To: Jamie Pitts <jamienpitts@jnplawfirm.com>

Here is answer from Troy.

-----Original Message-----
From: giovanni [mailto:giovannis@tampabay.rr.com]
Sent: Friday, April 15, 2011 6:13 PM
To: 'Caroleann'
Subject: FW: From Giovanni's website

-----Original Message-----
From: Trellix Mailer [mailto:builder@myregisteredsite.com]
Sent: Monday, January 17, 2011 7:21 PM
To: giovannis@tampabay.rr.com
Subject: From Giovanni's website

To: giovannis@tampabay.rr.com
Subject: From Giovanni's website

fullname: Troy
email: gioshrimp@aol.com
comments: This website has no affiliation with Giovanni's Shrimp on the North Shore of Hawaii and is in clear violation of our trademarks. They have not received permission to use our name or pictures. We have contacted our lawyers and will take all legal actions necessary to protect or product and reputation.

Thank You,
Troy
Owner
Giovanni's White Shrimp Truck
A moment ago
comments:
getintouch: email
submit: Submit
submit.y: 11
submit.x: 21

Caroleann <caroleann@tampabay.rr.com> **Fri, Apr 15, 2011 at 6:17 PM**
To: Jamie Pitts <jamienpitts@jnplawfirm.com>

Here is another more recent trying to find out where we do business.

Also, received a phone call on March 5, 2011, from an Arthur Louie in Honolulu, wanting to order the marinade and hot sauce. When I said he can only do it through the website, he said fine, and asked "By the way, where do you ship from?" I replied Florida. We never received an order from him.

-----Original Message-----
From: giovanni [mailto:giovannis@tampabay.rr.com]
Sent: Friday, April 15, 2011 6:13 PM
To: 'Caroleann'
Subject: FW: From Giovanni's website

-----Original Message-----
From: Trellix Mailer [mailto:builder@myregisteredsite.com]
Sent: Saturday, March 19, 2011 2:13 AM
To: giovannis@tampabay.rr.com
Subject: From Giovanni's website

fullname: cyndi
email: jaliock@aol.com
comments: Are there any stores in CA or HI where I can buy your scampi sauce?
comments:
getintouch: email
submit.y: 12
submit.x: 21

In the matter of Trademark Trial and Appeal Board
Cancellation No. 92057023
Registration Nos: 4,220,686 - GIOVANNI'S ALOHA FOODS
4,224,400 - GIOVANNI'S SCAMPI MARINADE
4,232,469 - GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK
4,248,595 - GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE

LuckyU Enterprises, Inc., dba Giovanni's	:	
Original White Shrimp Truck	:	
Petitioner,	:	
v.	:	Cancellation No. 92057023
John "Giovanni" Aragona	:	
Respondent.	:	

Troy Nitsche Deposition **Exhibit: 11**

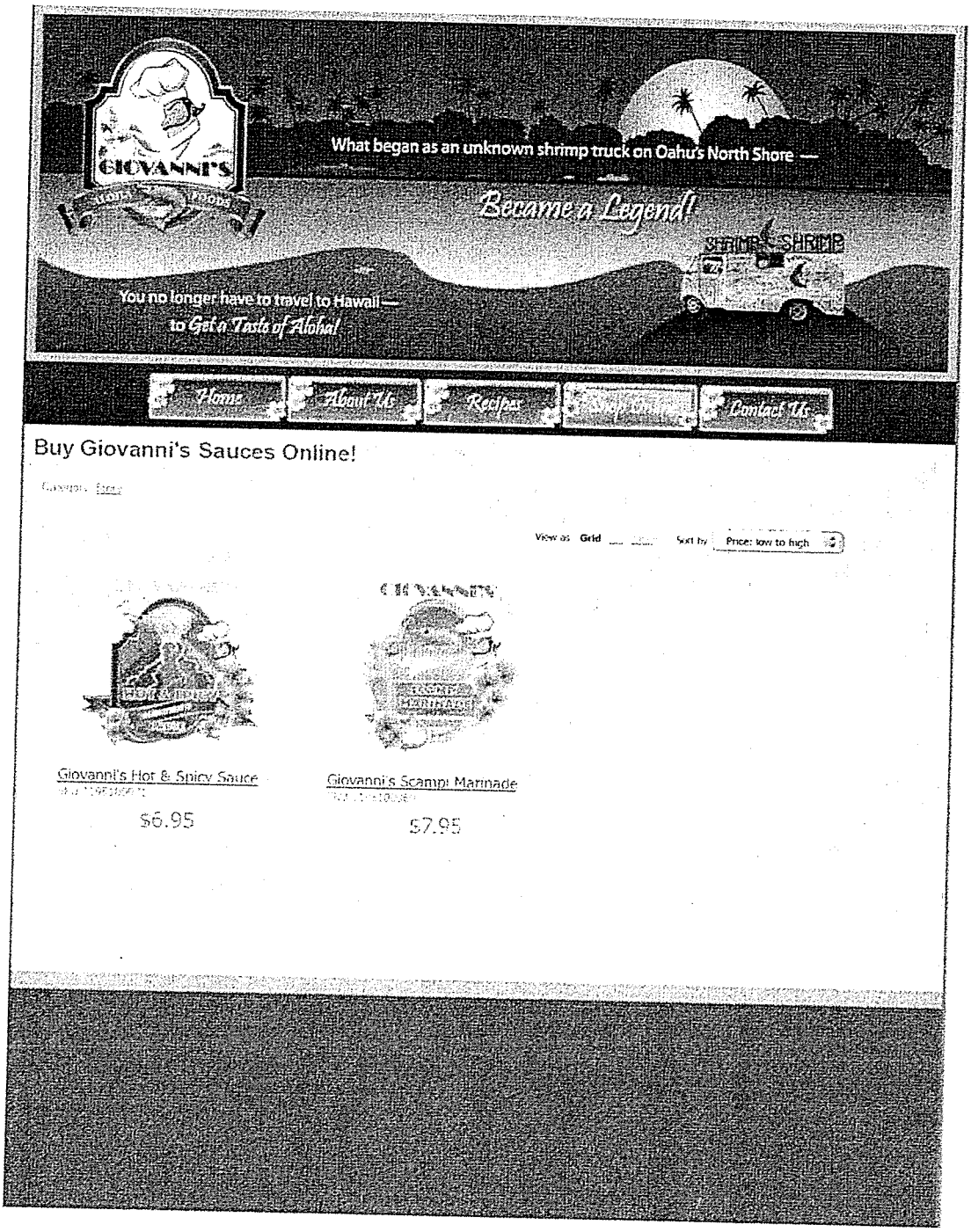
Exhibit Offered by Petitioner

2014.09.17

EXHIBIT

tabbies

11



In the matter of Trademark Trial and Appeal Board
Cancellation No. 92057023
Registration Nos: 4,220,686 - GIOVANNI'S ALOHA FOODS
4,224,400 - GIOVANNI'S SCAMPI MARINADE
4,232,469 - GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK
4,248,595 - GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE

LuckyU Enterprises, Inc., dba Giovanni's	:	
Original White Shrimp Truck	:	
Petitioner,	:	
v.	:	Cancellation No. 92057023
John "Giovanni" Aragona	:	
Respondent.	:	

Troy Nitsche Deposition **Exhibit: 12**

Exhibit Offered by Petitioner

2014.09.17

EXHIBIT 12

Trademark Snap Shot Amendment & Mail Processing Styles

(Table presents the data on Amendment & Mail Processing Complete)

OVERVIEW

SERIAL NUMBER	85897861	FILING DATE	04/08/2013
REG NUMBER	0000000	REG DATE	N/A
REGISTER	PRINCIPAL	MARK TYPE	SERVICE MARK
INTL REG #	N/A	INTL REG DATE	N/A
TM ATTORNEY	TM ATTORNEY NOT ASSIGNED	L.O. ASSIGNED	NONE

PUB INFORMATION

RUN DATE	04/26/2013
PUB DATE	N/A
STATUS	630-NEW APPLICATION - RECORD INITIALIZED NOT ASSIGNED TO EXAMINER
STATUS DATE	04/15/2013
LITERAL MARK ELEMENT	GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK

DATE ABANDONED	N/A	DATE CANCELLED	N/A
SECTION 2F	NO	SECTION 2F IN PART	NO
SECTION 8	NO	SECTION 8 IN PART	NO
SECTION 15	NO	REPUB 12C	N/A
RENEWAL FILED	NO	RENEWAL DATE	N/A
DATE AMEND REG	N/A		

FILING BASIS

FILED BASIS		CURRENT BASIS		AMENDED BASIS	
1 (a)	YES	1 (a)	YES	1 (a)	NO
1 (b)	NO	1 (b)	NO	1 (b)	NO
44D	NO	44D	NO	44D	NO
44E	NO	44E	NO	44E	NO
66A	NO	66A	NO		
NO BASIS	NO	NO BASIS	NO		

MARK DATA

STANDARD CHARACTER MARK	YES
LITERAL MARK ELEMENT	GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK

MARK DRAWING CODE	4-STANDARD CHARACTER MARK
COLOR DRAWING FLAG	NO

CURRENT OWNER INFORMATION

PARTY TYPE	10-ORIGINAL APPLICANT
NAME	LuckyU Enterprises, Inc.
ADDRESS	57-120 Lalo Kuilima Way #12 Kahuku, HI 96731
ENTITY	03-CORPORATION
CITIZENSHIP	Hawaii
DBA/AKA	DBA Giovanni's Original White Shrimp Truck

GOODS AND SERVICES

INTERNATIONAL CLASS	043
DESCRIPTION TEXT	Providing food and drink; providing food and drink via a mobile truck; restaurant services, including sit-down service of food and take-out restaurant services; restaurant services, namely, providing of food and beverages for consumption on and off the premises; serving food and drinks

GOODS AND SERVICES CLASSIFICATION

INTERNATIONAL CLASS	043	FIRST USE DATE	03/01/1998	FIRST USE IN COMMERCE DATE	03/01/1998	CLASS STATUS	6-ACTIVE

MISCELLANEOUS INFORMATION/STATEMENTS

CHANGE IN REGISTRATION	NO

PROSECUTION HISTORY

DATE	ENT CD	ENT TYPE	DESCRIPTION	ENT NUM
04/25/2013	AMPX	O	APPLICANT AMENDMENT PRIOR TO EXAMINATION - ENTERED	005
04/24/2013	ALIE	A	ASSIGNED TO LIE	004
04/17/2013	PARI	I	TEAS VOLUNTARY AMENDMENT RECEIVED	003
04/15/2013	NWOS	I	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM	002
04/11/2013	NWAP	I	NEW APPLICATION ENTERED IN TRAM	001

CURRENT CORRESPONDENCE INFORMATION	
ATTORNEY	Jason A. Cody
CORRESPONDENCE ADDRESS	JASON A. CODY NOVAK DRUCE CONNOLLY BOVE + QUIGG, LLP 1875 EYE ST NW FL 11 WASHINGTON, DC 20006-5409
DOMESTIC REPRESENTATIVE	NONE

GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK

Voluntary Amendment

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	85897861
MARK SECTION (no change)	
SIGNATURE SECTION	
DECLARATION SIGNATURE	/Troy Nitsche/
SIGNATORY'S NAME	Troy Nitsche
SIGNATORY'S POSITION	President
DATE SIGNED	04/17/2013
RESPONSE SIGNATURE	/Daniel P. Mullarkey/
SIGNATORY'S NAME	Daniel P. Mullarkey
SIGNATORY'S POSITION	Attorney of Record, Virginia bar member
SIGNATORY'S PHONE NUMBER	202-380-1178
DATE SIGNED	04/17/2013
AUTHORIZED SIGNATORY	YES
FILING INFORMATION SECTION	
SUBMIT DATE	Wed Apr 17 13:07:50 EDT 2013
TEAS STAMP	USPTO/PRA-38.104.29.206-20130417130750352575-85897861-5002be22b2d7fd811bad8524b3a4355ad4d3fd5019f7b99ff23a76b2d4eb39caa8-N/A-N/A-20130411163248211820

PTO Form 1966 (Rev 5/2006)
OMB No. 0651-0050 (Exp. 05/31/2014)

Voluntary Amendment

To the Commissioner for Trademarks:

Application serial no. **85897861** GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK has been amended as follows:

SIGNATURE(S)
Declaration Signature
If the applicant is seeking registration under Section 1(b) and/or Section 44 of the Trademark Act, the applicant has had a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services as of the filing date of the application. 37 C.F.R. Secs. 2.34(a)(2)(i); 2.34 (a)(3)(i); and 2.34(a)(4)(ii); and/or the applicant has had a bona fide intention to exercise legitimate control over the use of the mark in commerce by its members. 37 C.F. R. Sec. 2.44. If the applicant is seeking registration under Section 1(a) of the Trademark Act, the mark was in use in commerce on or in connection with the goods and/or services listed in the application as of the application filing date or as of the date of any submitted allegation of use. 37 C.F.R. Secs. 2.34(a)(1)(i); and/or the applicant has exercised legitimate control over the use of the mark in commerce by its members. 37 C.F.R. Sec. 2.44. The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; that if the original application was submitted unsigned, that all statements in the original application and this submission made of the declaration signer's knowledge are true; and all statements in the original application and this submission made on information and belief are believed to be true.

Signature: /Troy Nitsche/ Date: 04/17/2013
Signatory's Name: Troy Nitsche
Signatory's Position: President

Voluntary Amendment Signature
Signature: /Daniel P. Mullarkey/ Date: 04/17/2013
Signatory's Name: Daniel P. Mullarkey
Signatory's Position: Attorney of Record, Virginia bar member

Signatory's Phone Number: 202-380-1178

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

applicant's appointed U.S. attorney or Canadian attorney/agent has filed a power of attorney appointing him/her as an associate attorney in this matter.

Serial Number: 85897861
Internet Transmission Date: Wed Apr 17 13:07:50 EDT 2013
TEAS Stamp: USPTO/PRA-38.104.29.206-2013041713075035
2575-85897861-5002be22b2d7fd811bad8524b3
a4355ad4d3fd5019f7b99ff23a76b2d4eb39caa8
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PTO Form 1478 (Rev 9/2006)
OMB No. 0651-0009 (Exp 12/31/2014)

Trademark/Service Mark Application, Principal Register

Serial Number: 85897861
Filing Date: 04/08/2013

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	85897861
MARK INFORMATION	
***MARK**	GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK
STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK
MARK STATEMENT	The mark consists of standard characters, without claim to any particular font, style, size, or color.
REGISTER	Principal
APPLICANT INFORMATION	
***OWNER OF MARK**	LuckyU Enterprises, Inc.
DBA/AKA/TA/Formerly	DBA Giovanni's Original White Shrimp Truck
***STREET**	57-120 Lalo Kuilima Way #12
***CITY**	Kahuku
***STATE (Required for U.S. applicants)**	Hawaii
***COUNTRY**	United States
***ZIP/POSTAL CODE (Required for U.S. applicants only)**	96731
LEGAL ENTITY INFORMATION	
TYPE	corporation
STATE/COUNTRY OF INCORPORATION	Hawaii
GOODS AND/OR SERVICES AND BASIS INFORMATION	
INTERNATIONAL CLASS	043

*IDENTIFICATION	Providing food and drink; providing food and drink via a mobile truck; restaurant services, including sit-down service of food and take-out restaurant services; restaurant services, namely, providing of food and beverages for consumption on and off the premises; serving food and drinks.
FILING BASIS	SECTION 1(a)
FIRST USE ANYWHERE DATE	At least as early as 03/01/1998
FIRST USE IN COMMERCE DATE	At least as early as 03/01/1998
SPECIMEN FILE NAME(S)	\\TICRS\EXPORT16\IMAGEOUT 16\858\978\85897861\xml1\ APP0003.JPG
SPECIMEN DESCRIPTION	webpage printout showing use of the applied-for mark advertising the identified services in commerce
ATTORNEY INFORMATION	
NAME	Jason A. Cody
ATTORNEY DOCKET NUMBER	20688.0003.TMUS00
FIRM NAME	Novak Druce Connolly Bove + Quigg, LLP
INTERNAL ADDRESS	Eleventh Floor
STREET	1875 Eye Street, NW
CITY	Washington
STATE	District of Columbia
COUNTRY	United States
ZIP/POSTAL CODE	20006
PHONE	(202) 331-7111
EMAIL ADDRESS	trademark@novakdruce.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
OTHER APPOINTED ATTORNEY	Daniel P. Mullarkey
CORRESPONDENCE INFORMATION	
NAME	Jason A. Cody
FIRM NAME	Novak Druce Connolly Bove + Quigg, LLP
INTERNAL ADDRESS	Eleventh Floor
STREET	1875 Eye Street, NW

CITY	Washington
STATE	District of Columbia
COUNTRY	United States
ZIP/POSTAL CODE	20006
PHONE	(202) 331-7111
EMAIL ADDRESS	trademark@novakdruce.com;jason.cody@novakdruce.com; daniel.mullarkey@novakdruce.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
FEE INFORMATION	
NUMBER OF CLASSES	1
FEE PER CLASS	325
***TOTAL FEE DUE**	325
***TOTAL FEE PAID**	325
SIGNATURE INFORMATION	
SIGNATURE	NOT PROVIDED
SIGNATORY'S NAME	NOT PROVIDED
SIGNATORY'S POSITION	NOT PROVIDED
DATE SIGNED	NOT PROVIDED

PTO Form 1478 (Rev 9/2006)
OMB No. 0651-0009 (Exp 12/31/2014)

Trademark/Service Mark Application, Principal Register

Serial Number: 85897861
Filing Date: 04/08/2013

To the Commissioner for Trademarks:

MARK: GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK (Standard Characters, see mark)
The literal element of the mark consists of GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK.
The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, LuckyU Enterprises, Inc., DBA Giovanni's Original White Shrimp Truck, a corporation of Hawaii, having an address of
57-120 Lalo Kuilima Way #12
Kahuku, Hawaii 96731
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 043: Providing food and drink; providing food and drink via a mobile truck; restaurant services, including sit-down service of food and take-out restaurant services; restaurant services, namely, providing of food and beverages for consumption on and off the premises; serving food and drinks.

In International Class 043, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 03/01/1998, and first used in commerce at least as early as 03/01/1998, and is now in use in such commerce. The applicant is submitting one(or more) 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) webpage printout showing use of the applied-for mark advertising the identified services in commerce.
Specimen File1

The applicant's current Attorney Information:
Jason A. Cody and Daniel P. Mullarkey of Novak Druce Connolly Bove + Quigg, LLP

Eleventh Floor
1875 Eye Street, NW
Washington, District of Columbia 20006
United States
The attorney docket/reference number is 20688.0003.TMUS00.
The applicant's current Correspondence Information:

Jason A. Cody
Novak Druce Connolly Bove + Quigg, LLP
Eleventh Floor
1875 Eye Street, NW
Washington, District of Columbia 20006
(202) 331-7111(phone)
trademark@novakdruce.com;jason.cody@novakdruce.com; daniel.mullarkey@novakdruce.com (authorized)

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

Declaration

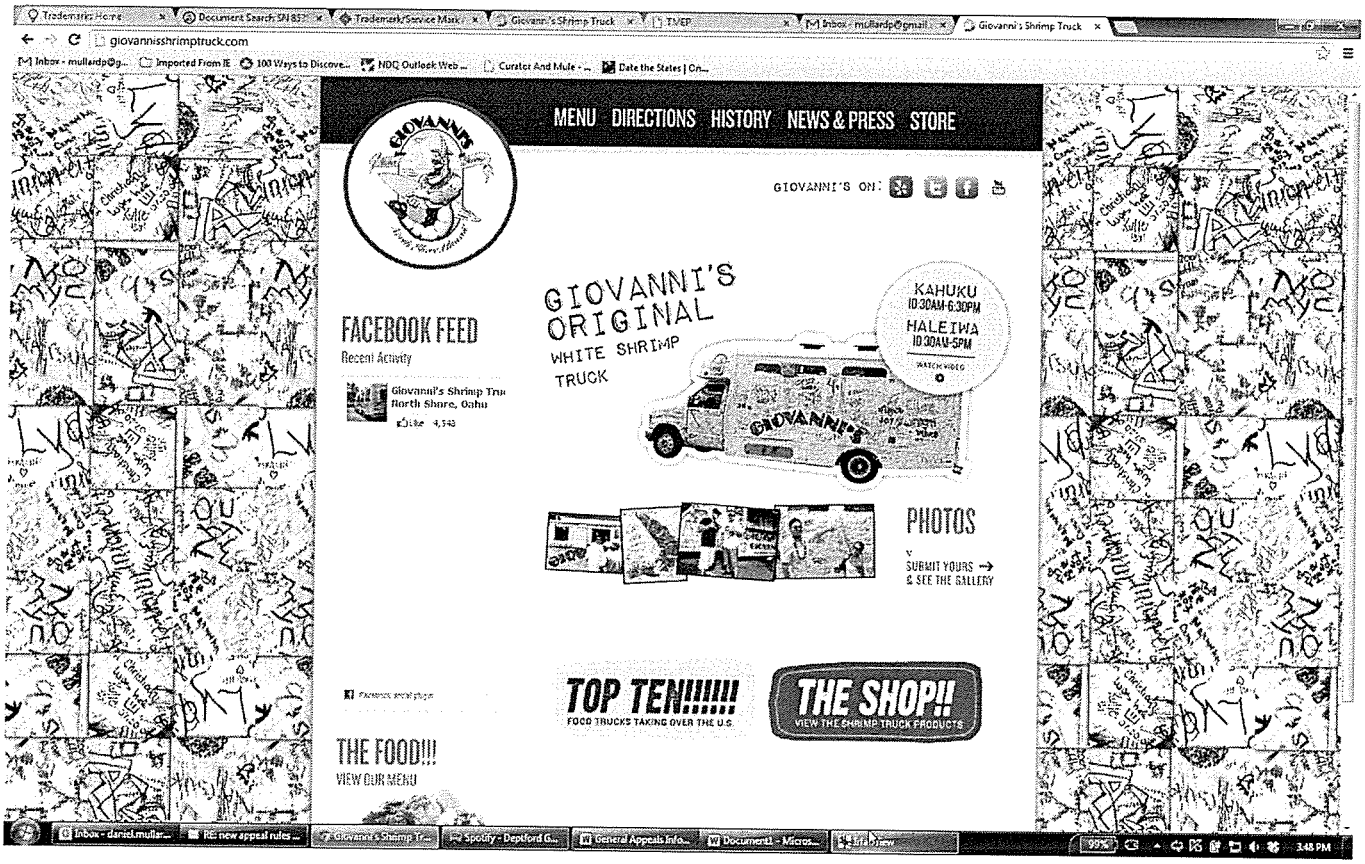
The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares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

Declaration Signature

Signature: Not Provided Date: Not Provided
Signatory's Name: Not Provided
Signatory's Position: Not Provided
RAM Sale Number: 85897861
RAM Accounting Date: 04/09/2013

Serial Number: 85897861
Internet Transmission Date: Mon Apr 08 13:58:53 EDT 2013
TEAS Stamp: USPTO/BAS-38.104.29.206-20130408135853072929-85897861-500a2881273765e3ab9a7bfb98a607391bf9f2c3fe3318732b3bdffe54afe2ba3-CC-220-20130408135355494810

GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK


giovannisshrimptruck.com
MENU DIRECTIONS HISTORY NEWS & PRESS STORE
GIOVANNI'S ON:
GIOVANNI'S ORIGINAL
WHITE SHRIMP
TRUCK
KAHUKU
10:30AM-6:30PM
HALEIWA
10:30AM-5PM
FACEBOOK FEED
Recent Activity
Giovanni's Shrimp Truc
North Shore, Oahu
PHOTOS
SUBMIT YOURS →
& SEE THE GALLERY
TOP TEN!!!!!!!
FOOD TRUCKS TAKING OVER THE U.S.
THE SHOP!!
VIEW THE SHRIMP TRUCK PRODUCTS
THE FOOD!!!
VIEW OUR MENU

GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK

giovannisshrimptruck.com
MENU DIRECTIONS HISTORY NEWS & PRESS STORE
GIOVANNI'S ON:
GIOVANNI'S ORIGINAL
WHITE SHRIMP TRUCK
KAHUKU
10:30AM-6:30PM
HALEIWA
10:30AM-5PM
WATCH VIDEO
FACEBOOK FEED
Recent Activity
Giovanni's Shrimp Truc
North Shore, Oahu
Like 4,543
PHOTOS
SUBMIT YOURS
& SEE THE GALLERY
TOP TEN!!!!!!
FOOD TRUCKS TAKING OVER THE U.S.
THE SHOP!!
VIEW THE SHRIMP TRUCK PRODUCTS
THE FOOD!!!
VIEW OUR MENU

In the matter of Trademark Trial and Appeal Board
Cancellation No. 92057023
Registration Nos: 4,220,686 - GIOVANNI'S ALOHA FOODS
4,224,400 - GIOVANNI'S SCAMPI MARINADE
4,232,469 - GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK
4,248,595 - GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE

LuckyU Enterprises, Inc., dba Giovanni's	:	
Original White Shrimp Truck	:	
Petitioner,	:	
v.	:	Cancellation No. 92057023
John "Giovanni" Aragona	:	
Respondent.	:	

Troy Nitsche Deposition **Exhibit: 13**

Exhibit Offered by Petitioner

2014.09.17

EXHIBIT 13

Trademark Snap Shot Amendment & Mail Processing Stylesheet

(Table presents the data on Amendment & Mail Processing Complete)

OVERVIEW

SERIAL NUMBER	85897872	FILING DATE	04/08/2013
REG NUMBER	0000000	REG DATE	N/A
REGISTER	PRINCIPAL	MARK TYPE	SERVICE MARK
INTL REG #	N/A	INTL REG DATE	N/A
TM ATTORNEY	TM ATTORNEY NOT ASSIGNED	L.O. ASSIGNED	NONE

PUB INFORMATION

RUN DATE	04/26/2013
PUB DATE	N/A
STATUS	630-NEW APPLICATION - RECORD INITIALIZED NOT ASSIGNED TO EXAMINER
STATUS DATE	04/15/2013
LITERAL MARK ELEMENT	GIOVANNI'S SHRIMP TRUCK

DATE ABANDONED	N/A	DATE CANCELLED	N/A
SECTION 2F	NO	SECTION 2F IN PART	NO
SECTION 8	NO	SECTION 8 IN PART	NO
SECTION 15	NO	REPUB 12C	N/A
RENEWAL FILED	NO	RENEWAL DATE	N/A
DATE AMEND REG	N/A		

FILING BASIS

FILED BASIS		CURRENT BASIS		AMENDED BASIS	
1 (a)	YES	1 (a)	YES	1 (a)	NO
1 (b)	NO	1 (b)	NO	1 (b)	NO
44D	NO	44D	NO	44D	NO
44E	NO	44E	NO	44E	NO
66A	NO	66A	NO		
NO BASIS	NO	NO BASIS	NO		

MARK DATA

STANDARD CHARACTER MARK	YES
LITERAL MARK ELEMENT	GIOVANNI'S SHRIMP TRUCK

MARK DRAWING CODE	4-STANDARD CHARACTER MARK
COLOR DRAWING FLAG	NO

CURRENT OWNER INFORMATION

PARTY TYPE	10-ORIGINAL APPLICANT
NAME	LuckyU Enterprises, Inc.
ADDRESS	57-120 Lalo Kuilima Way #12 Kahuku, HI 96731
ENTITY	03-CORPORATION
CITIZENSHIP	Hawaii
DBA/AKA	DBA Giovanni's Original White Shrimp Truck

GOODS AND SERVICES

INTERNATIONAL CLASS	043
DESCRIPTION TEXT	Providing food and drink; providing food and drink via a mobile truck; restaurant services, including sit-down service of food and take-out restaurant services; restaurant services, namely, providing of food and beverages for consumption on and off the premises; serving food and drinks

GOODS AND SERVICES CLASSIFICATION

INTERNATIONAL CLASS	043	FIRST USE DATE	11/00/1997	FIRST USE IN COMMERCE DATE	11/00/1997	CLASS STATUS	6-ACTIVE

MISCELLANEOUS INFORMATION/STATEMENTS

CHANGE IN REGISTRATION	NO

PROSECUTION HISTORY

DATE	ENT CD	ENT TYPE	DESCRIPTION	ENT NUM
04/25/2013	AMPX	O	APPLICANT AMENDMENT PRIOR TO EXAMINATION - ENTERED	005
04/24/2013	ALIE	A	ASSIGNED TO LIE	004
04/17/2013	PARI	I	TEAS VOLUNTARY AMENDMENT RECEIVED	003
04/15/2013	NWOS	I	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM	002
04/11/2013	NWAP	I	NEW APPLICATION ENTERED IN TRAM	001

CURRENT CORRESPONDENCE INFORMATION

ATTORNEY	Jason A. Cody
CORRESPONDENCE ADDRESS	JASON A. CODY NOVAK DRUCE CONNOLLY BOVE + QUIGG, LLP 1875 EYE ST NW FL 11 WASHINGTON, DC 20006-5409
DOMESTIC REPRESENTATIVE	NONE

GIOVANNI'S SHRIMP TRUCK

PTO Form 1966 (Rev 5/2006)
OMB No. 0651-0050 (Exp. 05/31/2014)

Voluntary Amendment

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	85897872
MARK SECTION (no change)	
SIGNATURE SECTION	
DECLARATION SIGNATURE	/Troy Nitsche/
SIGNATORY'S NAME	Troy Nitsche
SIGNATORY'S POSITION	President
DATE SIGNED	04/17/2013
RESPONSE SIGNATURE	/Daniel P. Mullarkey/
SIGNATORY'S NAME	Daniel P. Mullarkey
SIGNATORY'S POSITION	Attorney of Record, Virginia bar member
SIGNATORY'S PHONE NUMBER	202-380-1178
DATE SIGNED	04/17/2013
AUTHORIZED SIGNATORY	YES
FILING INFORMATION SECTION	
SUBMIT DATE	Wed Apr 17 13:05:51 EDT 2013
TEAS STAMP	USPTO/PRA-38.104.29.206-20130417130551323606-85897872-50087205c49becbfd9e344f6b1bcc261ad201e5dedbae9cbde7811ee957a47155-N/A-N/A-20130411155556990826

PTO Form 1966 (Rev 5/2006)
OMB No. 0651-0050 (Exp. 05/31/2014)

Voluntary Amendment

To the Commissioner for Trademarks:

Application serial no. **85897872** GIOVANNI'S SHRIMP TRUCK has been amended as follows:

SIGNATURE(S)
Declaration Signature
If the applicant is seeking registration under Section 1(b) and/or Section 44 of the Trademark Act, the applicant has had a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services as of the filing date of the application. 37 C.F.R. Secs. 2.34(a)(2)(i); 2.34 (a)(3)(i); and 2.34(a)(4)(ii); and/or the applicant has had a bona fide intention to exercise legitimate control over the use of the mark in commerce by its members. 37 C.F. R. Sec. 2.44. If the applicant is seeking registration under Section 1(a) of the Trademark Act, the mark was in use in commerce on or in connection with the goods and/or services listed in the application as of the application filing date or as of the date of any submitted allegation of use. 37 C.F.R. Secs. 2.34(a)(1)(i); and/or the applicant has exercised legitimate control over the use of the mark in commerce by its members. 37 C.F.R. Sec. 2.44. The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; that if the original application was submitted unsigned, that all statements in the original application and this submission made of the declaration signer's knowledge are true; and all statements in the original application and this submission made on information and belief are believed to be true.

Signature: /Troy Nitsche/ Date: 04/17/2013
Signatory's Name: Troy Nitsche
Signatory's Position: President

Voluntary Amendment Signature
Signature: /Daniel P. Mullarkey/ Date: 04/17/2013
Signatory's Name: Daniel P. Mullarkey
Signatory's Position: Attorney of Record, Virginia bar member

Signatory's Phone Number: 202-380-1178

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

him/her as an associate attorney in this matter.

Serial Number: 85897872
Internet Transmission Date: Wed Apr 17 13:05:51 EDT 2013
TEAS Stamp: USPTO/PRA-38.104.29.206-20130417130551323
3606-85897872-50087205c49becbfd9e344f6b1
bcc261ad201e5dedbae9cbde7811ee957a47155-
N/A-N/A-20130411155556990826

PTO Form 1478 (Rev 9/2006)
OMB No. 0651-0009 (Exp 12/31/2014)

Trademark/Service Mark Application, Principal Register

Serial Number: 85897872
Filing Date: 04/08/2013

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	85897872
MARK INFORMATION	
***MARK**	GIOVANNI'S SHRIMP TRUCK
STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	GIOVANNI'S SHRIMP TRUCK
MARK STATEMENT	The mark consists of standard characters, without claim to any particular font, style, size, or color.
REGISTER	Principal
APPLICANT INFORMATION	
***OWNER OF MARK**	LuckyU Enterprises, Inc.
DBA/AKA/TA/Formerly	DBA Giovanni's Original White Shrimp Truck
***STREET**	57-120 Lalo Kuilima Way #12
***CITY**	Kahuku
***STATE (Required for U.S. applicants)**	Hawaii
***COUNTRY**	United States
***ZIP/POSTAL CODE (Required for U.S. applicants only)**	96731
LEGAL ENTITY INFORMATION	
TYPE	corporation
STATE/COUNTRY OF INCORPORATION	Hawaii

GOODS AND/OR SERVICES AND BASIS INFORMATION

INTERNATIONAL CLASS	043
*IDENTIFICATION	Providing food and drink; providing food and drink via a mobile truck; restaurant services, including sit-down service of food and take-out restaurant services; restaurant services, namely, providing of food and beverages for consumption on and off the premises; serving food and drinks
FILING BASIS	SECTION 1(a)
FIRST USE ANYWHERE DATE	At least as early as 11/00/1997
FIRST USE IN COMMERCE DATE	At least as early as 11/00/1997
SPECIMEN FILE NAME(S)	
ORIGINAL PDF FILE	SPE0-3810429206-095757097 . Giovanni s Shrimp Truck - North Shore Oahu.pdf
CONVERTED PDF FILE(S) (6 pages)	\\TICRS\EXPORT16\IMAGEOUT16\858\978\85897872\xml1\APP0003.JPG
	\\TICRS\EXPORT16\IMAGEOUT16\858\978\85897872\xml1\APP0004.JPG
	\\TICRS\EXPORT16\IMAGEOUT16\858\978\85897872\xml1\APP0005.JPG
	\\TICRS\EXPORT16\IMAGEOUT16\858\978\85897872\xml1\APP0006.JPG
	\\TICRS\EXPORT16\IMAGEOUT16\858\978\85897872\xml1\APP0007.JPG
	\\TICRS\EXPORT16\IMAGEOUT16\858\978\85897872\xml1\APP0008.JPG
ORIGINAL PDF FILE	SPE0-3810429206-095757097 . Facebook Screen Shot.pdf
CONVERTED PDF FILE(S) (1 page)	\\TICRS\EXPORT16\IMAGEOUT16\858\978\85897872\xml1\APP0009.JPG
SPECIMEN DESCRIPTION	a webpage printout and screen shot of applicant's Facebook page showing use of the applied-for mark advertising the identified services in commerce

ATTORNEY INFORMATION

NAME	Jason A. Cody
ATTORNEY DOCKET NUMBER	20688.0004.TMUS00
FIRM NAME	Novak Druce Connolly Bove + Quigg, LLP
INTERNAL ADDRESS	Eleventh Floor
STREET	1875 Eye Street, NW

CITY	Washington
STATE	District of Columbia
COUNTRY	United States
ZIP/POSTAL CODE	20006
PHONE	(202) 331-7111
EMAIL ADDRESS	trademark@novakdruce.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
OTHER APPOINTED ATTORNEY	Daniel P. Mullarkey

CORRESPONDENCE INFORMATION

NAME	Jason A. Cody
FIRM NAME	Novak Druce Connolly Bove + Quigg, LLP
INTERNAL ADDRESS	Eleventh Floor
STREET	1875 Eye Street, NW
CITY	Washington
STATE	District of Columbia
COUNTRY	United States
ZIP/POSTAL CODE	20006
PHONE	(202) 331-7111
EMAIL ADDRESS	trademark@novakdruce.com;jason.cody@novakdruce.com; daniel.mullarkey@novakdruce.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes

FEE INFORMATION

NUMBER OF CLASSES	1
FEE PER CLASS	325
*TOTAL FEE DUE	325
*TOTAL FEE PAID	325

SIGNATURE INFORMATION

SIGNATURE	NOT PROVIDED

SIGNATORY'S NAME	NOT PROVIDED
SIGNATORY'S POSITION	NOT PROVIDED
DATE SIGNED	NOT PROVIDED

PTO Form 1478 (Rev 9/2006)
OMB No. 0651-0009 (Exp 12/31/2014)

Trademark/Service Mark Application, Principal Register

Serial Number: 85897872
Filing Date: 04/08/2013

To the Commissioner for Trademarks:

MARK: GIOVANNI'S SHRIMP TRUCK (Standard Characters, see mark)
The literal element of the mark consists of GIOVANNI'S SHRIMP TRUCK.
The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, LuckyU Enterprises, Inc., DBA Giovanni's Original White Shrimp Truck, a corporation of Hawaii, having an address of
57-120 Lalo Kuilima Way #12
Kahuku, Hawaii 96731
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 043: Providing food and drink; providing food and drink via a mobile truck; restaurant services, including sit-down service of food and take-out restaurant services; restaurant services, namely, providing of food and beverages for consumption on and off the premises; serving food and drinks

In International Class 043, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 11/00/1997, and first used in commerce at least as early as 11/00/1997, and is now in use in such commerce. The applicant is submitting one(or more) 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) a webpage printout and screen shot of applicant's Facebook page showing use of the applied-for mark advertising the identified services in commerce.

Original PDF file:
SPE0-3810429206-095757097_._Giovanni_s_Shrimp_Truck_-_North_Shore__Oahu.pdf
Converted PDF file(s) (6 pages)
Specimen File1
Specimen File2
Specimen File3
Specimen File4
Specimen File5
Specimen File6
Original PDF file:
SPE0-3810429206-095757097_._Facebook_Screen_Shot.pdf

Converted PDF file(s) (1 page)
Specimen File1

The applicant's current Attorney Information:
Jason A. Cody and Daniel P. Mullarkey of Novak Druce Connolly Bove + Quigg, LLP

Eleventh Floor
1875 Eye Street, NW
Washington, District of Columbia 20006
United States
The attorney docket/reference number is 20688.0004.TMUS00.
The applicant's current Correspondence Information:
Jason A. Cody
Novak Druce Connolly Bove + Quigg, LLP
Eleventh Floor
1875 Eye Street, NW
Washington, District of Columbia 20006
(202) 331-7111(phone)
trademark@novakdruce.com;jason.cody@novakdruce.com; daniel.mullarkey@novakdruce.com (authorized)

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

Declaration

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

Declaration Signature

Signature: Not Provided Date: Not Provided
Signatory's Name: Not Provided
Signatory's Position: Not Provided
RAM Sale Number: 85897872
RAM Accounting Date: 04/09/2013

Serial Number: 85897872

Internet Transmission Date: Mon Apr 08 14:03:42 EDT 2013
TEAS Stamp: USPTO/BAS-38.104.29.206-2013040814034206
8964-85897872-5006dcfdc1a35eaec82c9296e3
518fcc20e0898a9c2ebff34095f4ea7b31372b-C
C-297-20130408140028564536

GIOVANNI'S SHRIMP TRUCK

Giovanni's Shrimp Truck - North Shore, Oahu

Like | Message

4,594 likes · 215 talking about this · 1,564 were here

$$ (10-30) · Seafood Restaurant
56-505 Kamehameha Highway, Kahuku, HI.
(808) 293-1839
Always open

About – Suggest an Edit

4,594

Photos Likes Map

Highlights

Post Photo / Video

Giovanni's Shrimp Truck - North Shore, Oahu
March 30

Giovanni's Shrimp Truck will be at the Blaisdell Center for the Hawaii Ocean Expo April 13th and 14th...

Like · Comment · Share 1

144 people like this.

View 16 more comments

Matthew Weatherford Will be there to eat June 18th see you then
Sunday at 5:16pm · Like

Chris Tsuha do i have to pay a blaisdell admission fee to eat your shrimp plate?
Yesterday at 4:11am · Like

Giovanni's Shrimp Truck - North Shore, Oahu
January 1

Happy New Year to all of you from Giovanni's..... Wish you had the shrimp plate for your headache? Have a great 2013.

Like · Comment · Share 271 25

Giovanni's Shrimp Truck - North Shore, Oahu
December 25, 2012

Recent Posts by Others See All

Kahea Ilikea Lopes
Anyone know who this is??? lol
15 hours ago

Bridge Real Estate Hawaii
WE LOVE YOUR FOOD!!! Aloha, just wanna spread the w...
22 hours ago

Frieda Delgado
For my Sabrina ..... this is a must !!!!!
3 · March 29 at 2:39am

CookingPal FoodtubeDotnet
http://foodtube.net/video/shrimp-truck-giovanni-s-kahuk...
4 · March 5 at 2:08pm

More Posts

Recommendations See All

Carol Lisa Ricci
A fabulous find...couldn't recommend more highly...delicious
about 2 weeks ago

Mindy Colin
Just thinking about eating those buttery garlicky shrimp mak...
about a month ago

Chardel LeGalley
YUM YUM YUM.
2 3 · about 2 months ago

Harmonie Klinetobe Morrison
No trip to the north shore is complete without stopping and ...
1 1 · about 2 months ago

Happy Holidays to all from Giovanni's.....

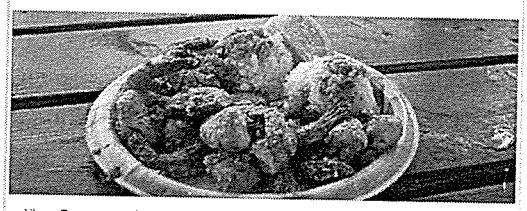
Like · Comment · Share 160 5 1

Giovanni's Shrimp Truck - North Shore, Oahu
September 8, 2012

Giovanni's Shrimp Truck will be at the Ho'olaule'a Festival on 09/15/2012 and Waikiki (Sunset on the Beach festival) 09/23/2012. Hope to see you there.

Like · Comment · Share 147 18 1

Giovanni's Shrimp Truck - North Shore, Oahu updated their cover photo.
March 20, 2012



Like · Comment · Share 38 19 22

Giovanni's Shrimp Truck - North Shore, Oahu shared a link.
December 4, 2011

Giovanni's was featured on The Travel Channel's Man v Food Oahu Episode! We are so proud and we hope you enjoy!! http://www.travelchannel.com/tv-shows/man-v-food/episodes/oahu

Oahu Man vs Food Nation
www.travelchannel.com

Adam Richman is on the island of Oahu for some Hawaiian-style hot dogs and spicy and scampi-flavored shrimp. His trip concludes when he coaches a native

Like · Comment · Share 101 36

Giovanni's Shrimp Truck - North Shore, Oahu
November 24, 2011

I wanted to wish everyone a HAPPY THANKSGIVING.....

Like · Comment · Share 54 28

Giovanni's Shrimp Truck - North Shore, Oahu
May 9, 2011

The winner will have their picture & name in the article, plus two free shrimp plates when they go back to the truck. Don't forget to also upload your pictures with a message to the website www.giovannisshrimptruck.com
Thank You,
Troy

Like · Comment · Share 16 9

Giovanni's Shrimp Truck - North Shore, Oahu
November 21, 2012

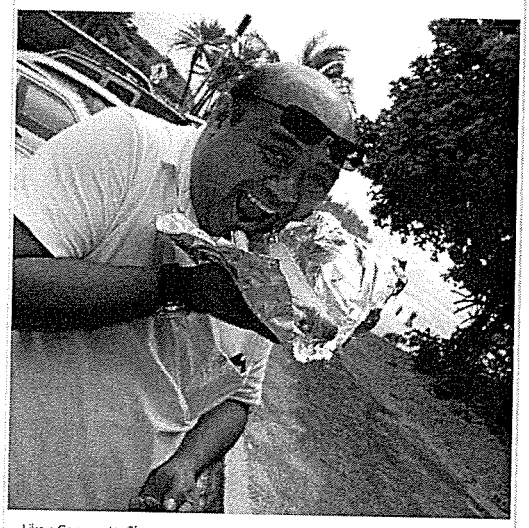
On behalf of everyone at Giovanni's, I want to wish you all a Happy Thanksgiving.....

Like · Comment · Share 301 30

Giovanni's Shrimp Truck - North Shore, Oahu shared John S Tubera's photo.
April 11, 2012

What a great lokking hot dog... HAHA

Garlic Hot Dog from Giovanni's Shrimp Truck - North Shore, Oahu



Like · Comment · Share 104 31 1

Giovanni's Shrimp Truck - North Shore, Oahu
December 1, 2011

Man vs food episode aired last night... what did you think..

Like · Comment · Share 13 35

Giovanni's Shrimp Truck - North Shore, Oahu
November 7, 2011

Let's go everyone... Want to see more pictures uploaded to the website so I can see all ur pretty faces.....

Like · Comment · Share 29 6 1

Giovanni's Shrimp Truck - North Shore, Oahu shared a link.
May 9, 2011

The website is up and running and I need some help everyone. Philippine Airlines wants to an article on Giovanni's Shrimp Truck and they need some cool pictures, so I wanted to offer it to all of our loyal customers. Please submit all your pictures to info@giovannisshrimptruck.com, but they must be is high resolution of at least 300ppi and a length of 6 inches.

Giovanni's Shrimp Truck - North Shore, Oahu
May 8, 2011

Happy Mother's Day to all the mom's out there for all you do for the family and to the rest give her flowers more often then today.

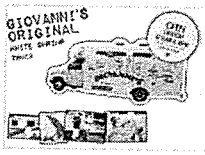
Like · Comment · Share 30 2

Giovanni's Shrimp Truck - North Shore, Oahu shared a link.
March 26, 2011

We at Giovanni's would like to thank Steve Sheranian and his wife for creating this Facebook page two years ago for our loyal customers. Giovanni's is coming out of the stone age and into the digital age with a website and more interaction with our customers. Please let us know your ideas, feedback or anything you think will make us better. Also, start downloading your pictures on the website when it is up.

http://www.giovannisshrimptruck.com/
www.giovannisshrimptruck.com

Like · Comment · Share 37 21



Giovanni's Shrimp Truck
www.giovannisshrimptruck.com

Like · Comment · Share 12 2 1

Giovanni's Shrimp Truck - North Shore, Oahu
March 26, 2011

Like · Comment · Share 54 18

2011

Charleston Food Bloggers (Charlestonfoodbloggers.com) shared a link.
March 25, 2011

These Charleston, SC food truck owners said in this interview that Giovanni's Shrimp Truck was one of their favorite things about living in Hawaii.

Charleston Food Bloggers: "Hello, my name is BBQ" means business!!!
blog.charlestonfoodbloggers.com

Like · Comment · Share 1 1

Kathy Fuller Smith **Giovanni's Shrimp Truck - North Shore, Oahu**
March 13, 2011

Looking at these photos makes me realize I need my next fix soon... :-)

Like · Comment 1

Kurt Kajioka **Giovanni's Shrimp Truck - North Shore, Oahu**
February 12, 2011

Your truck is da bomb.

Like · Comment 1

Katy Parrish Hosenfeld **Giovanni's Shrimp Truck - North Shore, Oahu**
January 20, 2011

Wishing I was enjoying some shrimp from Giovanni's rather than

looking at snow in Missouri!

Like · Comment 1

2010

Mary Lou Sandler **Giovanni's Shrimp Truck - North Shore, Oahu**
November 27, 2010

Ever since I ate here in the year 1999 or 2000 I am disappointed in every piece of shrimp I have eaten since.... "Eating shrimp at Giovanni's Shrimp Truck was like the best sex in my mouth! Every shrimp since... fails in comparison." Mary L. Carter

Like · Comment 4 2

Normala Othman **Giovanni's Shrimp Truck - North Shore, Oahu**
April 14, 2010

I've never missed Hawaii for it's beaches and shopping paradise....but I surely miss Giovanni's shrimp truck....dream of it almost every night in fact....and now I'm already dribbling from thinking about it...goshhh I wish I'm in Honolulu now!!

Like · Comment 2 4

Patti Tsang **Giovanni's Shrimp Truck - North Shore, Oahu**
October 5, 2010

I read some place , last week. Giovanni's shrimp truck is one of the top 10 food trucks in the nation . I must agree !!

Like · Comment 1 1

Leticia Hooper **Giovanni's Shrimp Truck - North Shore, Oahu**
June 29, 2010

Best shrimp scampi in the world.

Like · Comment 1 1

Snoopee Shady **Giovanni's Shrimp Truck - North Shore, Oahu**
March 24, 2010

the best.....simply.....guys wanna start some franchise in asia?

Like · Comment 3

2009

Earl-April Brewer-Salvosa **Giovanni's Shrimp Truck - North Shore, Oahu**
December 28, 2009

I'm here in Oahu right now, and going to the North Shore tomorrow. Cant wait, I heard so much about this truck.

Like · Comment 1

Norman Isa **Giovanni's Shrimp Truck - North Shore, Oahu**
June 2, 2009

hmmm yum yum yum... salivating already..

Like · Comment 1 2

Cherrie Lim **Giovanni's Shrimp Truck - North Shore, Oahu**
November 30, 2009

ohh my god, i miss this north shore shrimps!!!

Like · Comment 1

Cherrie Lim **Giovanni's Shrimp Truck - North Shore, Oahu**
November 30, 2009

ohh my god, i miss this north shore shrimps!!!

Like · Comment 1

Neil Bakshani **Giovanni's Shrimp Truck - North Shore, Oahu**

June 1, 2009

Oh Man, I so remember this place and love the shrimp there every time we made a round island trip... sigh! Yummy!

Like · Comment 2

2008

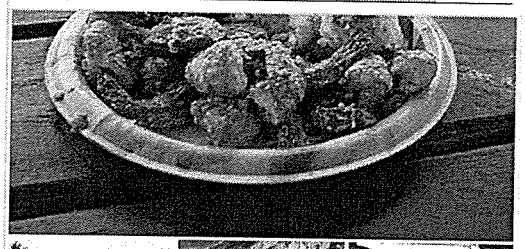
Giovanni's Shrimp Truck - North Shore, Oahu
November 11, 2008

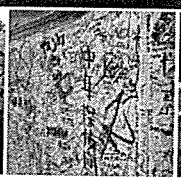
Giovanni's (7 photos)

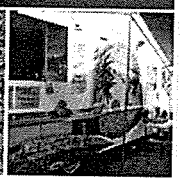
Dan Mullarkey Home

Giovanni's Shrimp Truck - N... Timeline 2008

Like Create Page







Like · Comment · Share 22 29 1

Now
2011
2010
2009
2008
Founded

Joined Facebook
November 11, 2008

Sponsored
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Your Credit Matters
equifax.com

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Founded

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INOVA
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limited space so please r

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Facebook © 2013 · English (US)

Camp Piankatank

Are you looking for an exciting, energetic, and growing Christian camp for your child?

Like

facebook

Search for people, places and things

Giovanni's Shrimp Truck - North Shore, Oahu

Like | Message

4,599 likes · 219 talking about this · 1,504 were here

$$ (10-20) · Seafood Restaurant
56-595 Kamehameha Highway, Kahuku, HI.
(808) 293-1839
Always open
About · Suggest an Edit

Photos | Likes | Map

4,599

Post | Photo / Video

Write something...

Giovanni's Shrimp Truck · North Shore, Oahu
March 30 at

Giovanni's Shrimp Truck will be at the Blaisdell Center for the Hawaii Ocean Expo April 13th and 14th...

Like · Comment · Share

144 people like this.

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Matthew Weatherford Will be there to eat June 18th see you

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Mike Michlevitz
Mike posted a photo.
1 · 10 hours ago

Kahea Ilikea Lopes
Anyone know who this is??? lol
Tuesday at 11:51pm

Bridge Real Estate Hawaii
WE LOVE YOUR FOOD!!! Aloha, just wanna spread the w..
Tuesday at 5:07pm

Frieda Delgado
For my Sabrina ..... this is a must !!!!
1 · March 29 at 2:26am

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Now
2011
2010
2009
2008
Highlighted

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shop.sprint.com
Switch to Sprint. After $50 mail-in rebate. New lines of service only. Restrictions apply.

AT&T customer savings
att.com
Add a line to your wireless account for only $9.99/mo. with phones starting at under $1.

Do Your Taxes w/TurboTax®
turbotax.intuit.com
Easily Transfer Your 2011 Tax Info! Maximum Refund Guaranteed - Start for Free.
APPOINTMENT

Enterprise Rent-A-Car
What makes a great rental car company? Great customer service. That's the Enterprise Way.

Like · Sarah Clark likes Enterprise Rent-A-Car.

BIC Razors
Enter for a chance to Unleash Your Tough with a Knife & Pen set! NoPurNec, 18+ Rules.

Like · 719,854 people like BIC Razors.

GIOVANNI'S SHRIMP TRUCK

Giovanni's Shrimp Truck - North Shore, Oahu

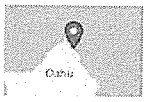
Like | Message

4,594 likes · 215 talking about this · 1,564 were here

$$ (10-30) · Seafood Restaurant
56-505 Kamehameha Highway, Kahuku, HI.
(808) 293-1839
Always open

About – Suggest an Edit

4,594 Photos Likes



Map

Highlights

Post Photo / Video

Write something...

Giovanni's Shrimp Truck - North Shore, Oahu
March 30

Giovanni's Shrimp Truck will be at the Blaisdell Center for the Hawaii Ocean Expo April 13th and 14th...

Like · Comment · Share 1

144 people like this.

View 16 more comments

Matthew Weatherford Will be there to eat June 18th see you then
Sunday at 5:16pm · Like

Chris Tsuha do i have to pay a blaisdell admission fee to eat your shrimp plate?
Yesterday at 4:11am · Like

Write a comment...

Giovanni's Shrimp Truck - North Shore, Oahu
January 1

Happy New Year to all of you from Giovanni's..... Wish you had the shrimp plate for your headache? Have a great 2013.

Like · Comment · Share 271 25

Giovanni's Shrimp Truck - North Shore, Oahu
December 25, 2012

Recent Posts by Others See All

Kahea Ilikea Lopes
Anyone know who this is??? lol
15 hours ago

Bridge Real Estate Hawaii
WE LOVE YOUR FOOD!!! Aloha, just wanna spread the w...
22 hours ago

Frieda Delgado
For my Sabrina ..... this is a must !!!!!
3 · March 29 at 2:39am

CookingPal FoodtubeDotnet
http://foodtube.net/video/shrimp-truck-giovanni-s-kahuk...
4 · March 5 at 2:08pm

More Posts

Recommendations See All

Write a recommendation...

Carol Lisa Ricci
A fabulous find...couldn't recommend more highly...delicious
about 2 weeks ago

Mindy Colin
Just thinking about eating those buttery garlicky shrimp mak...
about a month ago

Chardel LeGalley
YUM YUM YUM.
2 3 · about 2 months ago

Harmonie Klinetobe Morrison
No trip to the north shore is complete without stopping and ...
1 1 · about 2 months ago

Happy Holidays to all from Giovanni's.....

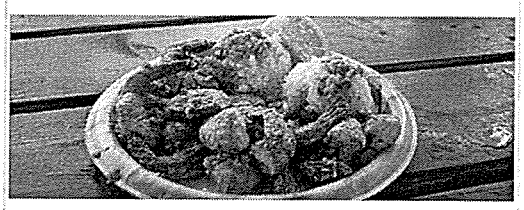
Like · Comment · Share 160 5 1

Giovanni's Shrimp Truck - North Shore, Oahu
September 8, 2012

Giovanni's Shrimp Truck will be at the Ho'olaule'a Festival on 09/15/2012 and Waikiki (Sunset on the Beach festival) 09/23/2012. Hope to see you there.

Like · Comment · Share 147 18 1

Giovanni's Shrimp Truck - North Shore, Oahu updated their cover photo.
March 20, 2012



Like · Comment · Share 38 19 22

Giovanni's Shrimp Truck - North Shore, Oahu shared a link.
December 4, 2011

Giovanni's was featured on The Travel Channel's Man v Food Oahu Episode! We are so proud and we hope you enjoy!! http://www.travelchannel.com/tv-shows/man-v-food/episodes/oahu

Oahu Man vs Food Nation
www.travelchannel.com

Adam Richman is on the island of Oahu for some Hawaiian-style hot dogs and spicy and scampi-flavored shrimp. His trip concludes when he coaches a native

Like · Comment · Share 101 36

Giovanni's Shrimp Truck - North Shore, Oahu
November 24, 2011

I wanted to wish everyone a HAPPY THANKSGIVING.....

Like · Comment · Share 54 28

Giovanni's Shrimp Truck - North Shore, Oahu
May 9, 2011

The winner will have their picture & name in the article, plus two free shrimp plates when they go back to the truck. Don't forget to also upload your pictures with a message to the website www.giovannisshrimptruck.com
Thank You,
Troy

Like · Comment · Share 16 9

Giovanni's Shrimp Truck - North Shore, Oahu
November 21, 2012

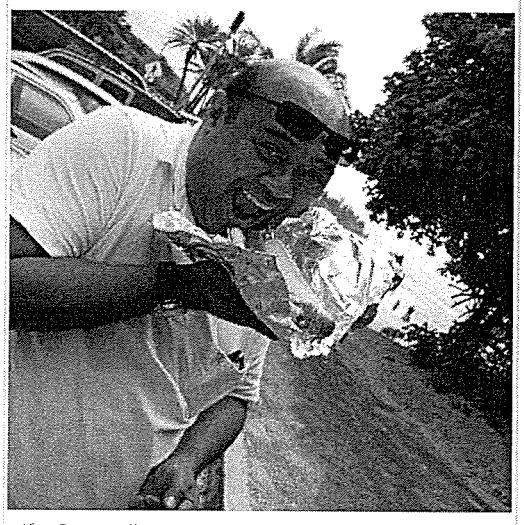
On behalf of everyone at Giovanni's, I want to wish you all a Happy Thanksgiving.....

Like · Comment · Share 301 30

Giovanni's Shrimp Truck - North Shore, Oahu shared John S Tubera's photo.
April 11, 2012

What a great lokking hot dog... HAHA

Garlic Hot Dog from Giovanni's Shrimp Truck - North Shore, Oahu



Like · Comment · Share 104 31 1

Giovanni's Shrimp Truck - North Shore, Oahu
December 1, 2011

Man vs food episode aired last night... what did you think..

Like · Comment · Share 13 35

Giovanni's Shrimp Truck - North Shore, Oahu
November 7, 2011

Let's go everyone... Want to see more pictures uploaded to the website so I can see all ur pretty faces.....

Like · Comment · Share 29 6 1

Giovanni's Shrimp Truck - North Shore, Oahu shared a link.
May 9, 2011

The website is up and running and I need some help everyone. Philippine Airlines wants to an article on Giovanni's Shrimp Truck and they need some cool pictures, so I wanted to offer it to all of our loyal customers. Please submit all your pictures to info@giovannisshrimptruck.com, but they must be is high resolution of at least 300ppi and a length of 6 inches.

Giovanni's Shrimp Truck - North Shore, Oahu
May 8, 2011

Happy Mother's Day to all the mom's out there for all you do for the family and to the rest give her flowers more often then today.

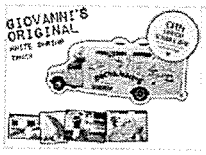
Like · Comment · Share 30 2

Giovanni's Shrimp Truck - North Shore, Oahu shared a link.
March 26, 2011

We at Giovanni's would like to thank Steve Sheranian and his wife for creating this Facebook page two years ago for our loyal customers. Giovanni's is coming out of the stone age and into the digital age with a website and more interaction with our customers. Please let us know your ideas, feedback or anything you think will make us better. Also, start downloading your pictures on the website when it is up.

http://www.giovannisshrimptruck.com/
www.giovannisshrimptruck.com

Like · Comment · Share 37 21



Giovanni's Shrimp Truck
www.giovannisshrimptruck.com

Like · Comment · Share 12 2 1

Giovanni's Shrimp Truck - North Shore, Oahu
March 26, 2011

Like · Comment · Share 54 18

2011

Charleston Food Bloggers (Charlestonfoodbloggers.com) shared a link.
March 25, 2011

These Charleston, SC food truck owners said in this interview that Giovanni's Shrimp Truck was one of their favorite things about living in Hawaii.

Charleston Food Bloggers: "Hello, my name is BBQ" means business!!!
blog.charlestonfoodbloggers.com

Like · Comment · Share 1 1

Katy Parrish Hosenfeld **Giovanni's Shrimp Truck - North Shore, Oahu**
January 20, 2011

Wishing I was enjoying some shrimp from Giovanni's rather than

Kathy Fuller Smith **Giovanni's Shrimp Truck - North Shore, Oahu**
March 13, 2011

Looking at these photos makes me realize I need my next fix soon... :-)

Like · Comment 1

Kurt Kajioka **Giovanni's Shrimp Truck - North Shore, Oahu**
February 12, 2011

Your truck is da bomb.

Like · Comment 1

looking at snow in Missouri!

Like · Comment 1

2010

Mary Lou Sandler **Giovanni's Shrimp Truck - North Shore, Oahu**
November 27, 2010

Ever since I ate here in the year 1999 or 2000 I am disappointed in every piece of shrimp I have eaten since.... "Eating shrimp at Giovanni's Shrimp Truck was like the best sex in my mouth! Every shrimp since... fails in comparison." Mary L. Carter

Like · Comment 4 2

Normala Othman **Giovanni's Shrimp Truck - North Shore, Oahu**
April 14, 2010

I've never missed Hawaii for it's beaches and shopping paradise....but I surely miss Giovanni's shrimp truck....dream of it almost every night in fact....and now I'm already dribbling from thinking about it...goshhh I wish I'm in Honolulu now!!

Like · Comment 2 4

Patti Tsang **Giovanni's Shrimp Truck - North Shore, Oahu**
October 5, 2010

I read some place , last week. Giovanni's shrimp truck is one of the top 10 food trucks in the nation . I must agree !!

Like · Comment 1 1

Leticia Hooper **Giovanni's Shrimp Truck - North Shore, Oahu**
June 29, 2010

Best shrimp scampi in the world.

Like · Comment 1 1

Snoopee Shady **Giovanni's Shrimp Truck - North Shore, Oahu**
March 24, 2010

the best.....simply.....guys wanna start some franchise in asia?

Like · Comment 3

2009

Earl-April Brewer-Salvosa **Giovanni's Shrimp Truck - North Shore, Oahu**
December 28, 2009

I'm here in Oahu right now, and going to the North Shore tomorrow. Cant wait, I heard so much about this truck.

Like · Comment 1

Norman Isa **Giovanni's Shrimp Truck - North Shore, Oahu**
June 2, 2009

hmmm yum yum yum... salivating already..

Like · Comment 1 2

Cherrie Lim **Giovanni's Shrimp Truck - North Shore, Oahu**
November 30, 2009

ohh my god, i miss this north shore shrimps!!!

Like · Comment 1

Cherrie Lim **Giovanni's Shrimp Truck - North Shore, Oahu**
November 30, 2009

ohh my god, i miss this north shore shrimps!!!

Like · Comment 1

Neil Bakshani **Giovanni's Shrimp Truck - North Shore, Oahu**

June 1, 2009

Oh Man, I so remember this place and love the shrimp there every time we made a round island trip... sigh! Yummy!

Like · Comment 2

2008

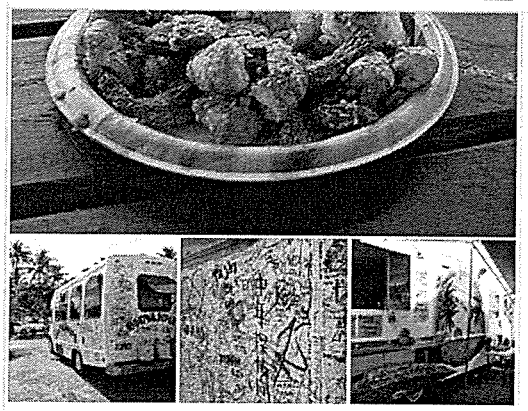
Giovanni's Shrimp Truck - North Shore, Oahu
November 11, 2008

Giovanni's (7 photos)

Dan Mullarkey Home

Giovanni's Shrimp Truck - N... Timeline 2008

Like Create Page



Now
2011
2010
2009
2008
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equifax.com

Free Weight Loss Sen

Joined Facebook
November 11, 2008

Founded

Founded in 1993

INOVA
Free Weight Loss Semin
limited space so please r

About Create an Ad Create a Page Developers Care Help
Chat (32)
Facebook © 2013 · English (US)

Camp Piankatank
Are you looking for an exciting, energetic, and growing Christian camp for your child?
Like 703 people like Camp Piankatank.

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Search for people, places and things

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2009

2008

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Giovanni's Shrimp Truck - North Shore, Oahu

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4,599 likes · 215 talking about this · 1,504 were here

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(808) 293-1839

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About · Suggest an Edit

Photos | Likes | Map

4,599

Post | Photo / Video

Write something...

Giovanni's Shrimp Truck · North Shore, Oahu

March 30

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144 people like this.

View 16 more comments

Matthew Weatherford Will be there to eat June 18th see you

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Mike posted a photo.

Kahea Ilikea Lopes

Anyone know who this is??? lol

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Frieda Delgado

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Easily Transfer Your 2011 Tax Info! Maximum Refund Guaranteed - Start for Free.

Enterprise Rent-A-Car

What makes a great rental car company? Great customer service. That's the Enterprise Way.

Like · Sarah Clark likes Enterprise Rent-A-Car.

BIC Razors

Enter for a chance to Unleash Your Tough with a Knife & Pen set! NoPurchase, 18+ Rules.

Like · 219,454 people like BIC Razors.

In the matter of Trademark Trial and Appeal Board
Cancellation No. 92057023
Registration Nos: 4,220,686 - GIOVANNI'S ALOHA FOODS
4,224,400 - GIOVANNI'S SCAMPI MARINADE
4,232,469 - GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK
4,248,595 - GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE

LuckyU Enterprises, Inc., dba Giovanni's	:	
Original White Shrimp Truck	:	
Petitioner,	:	
v.	:	Cancellation No. 92057023
John "Giovanni" Aragona	:	
Respondent.	:	

Troy Nitsche Deposition **Exhibit: 14**

Exhibit Offered by Petitioner

2014.09.17

PTO Form 1478 (Rev 9/2006)
OMB No. 0651-0009 (Exp 12/31/2011)

Trademark/Service Mark Application, Principal Register

TEAS Plus Application

Serial Number: 85428740
Filing Date: 09/21/2011

NOTE: Data fields with the * are mandatory under TEAS Plus. The wording "(if applicable)" appears where the field is only mandatory under the facts of the particular application.

The table below presents the data as entered.

Input Field	Entered
TEAS Plus	**YES**
MARK INFORMATION	
***MARK**	GIOVANNI'S ALOHA FOODS
***STANDARD CHARACTERS**	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	GIOVANNI'S ALOHA FOODS
***MARK STATEMENT**	The mark consists of standard characters, without claim to any particular font, style, size, or color.
REGISTER	Principal
APPLICANT INFORMATION	
***OWNER OF MARK**	Aragona, John "Giovanni"
***STREET**	417 Whitfield Ave.
***CITY**	Sarasota
***STATE (Required for U.S. applicants)**	Florida
***COUNTRY**	United States
***ZIP/POSTAL CODE (Required for U.S. applicants only)**	34243

PHONE	888-969-9199
EMAIL ADDRESS	caroleann@tampabay.rr.com
WEBSITE ADDRESS	http://www.giovannissauces.com
LEGAL ENTITY INFORMATION	
***TYPE**	INDIVIDUAL
*** COUNTRY OF CITIZENSHIP**	United States
GOODS AND/OR SERVICES AND BASIS INFORMATION	
***INTERNATIONAL CLASS**	043
IDENTIFICATION	Food preparation services
***FILING BASIS**	SECTION 1(a)
FIRST USE ANYWHERE DATE	At least as early as 06/01/1997
FIRST USE IN COMMERCE DATE	At least as early as 06/01/1997
SPECIMEN FILE NAME(S)	
JPG FILE(S)	\\TICRS\EXPORT11\IMAGEOUT 11\854\287\85428740\xml1\ FTK0004.JPG
	\\TICRS\EXPORT11\IMAGEOUT11\854\287\85428740\xml1\FTK0009.JPG
ORIGINAL PDF FILE	spec-1741514227-183500415 . Giovanni s Aloha Foods.pdf
CONVERTED PDF FILE(S) (1 page)	\\TICRS\EXPORT11\IMAGEOUT11\854\287\85428740\xml1\FTK0003.JPG
ORIGINAL PDF FILE	spec-1741514227-183500415 . Buy Giovanni s Sauces Online .pdf
CONVERTED PDF FILE(S) (1 page)	\\TICRS\EXPORT11\IMAGEOUT11\854\287\85428740\xml1\FTK0005.JPG
ORIGINAL PDF FILE	spec-1741514227-183500415 . Giovanni s Aloha Foods on the Behance Network.pdf
CONVERTED PDF FILE(S) (3 pages)	\\TICRS\EXPORT11\IMAGEOUT11\854\287\85428740\xml1\FTK0006.JPG
	\\TICRS\EXPORT11\IMAGEOUT11\854\287\85428740\xml1\FTK0007.JPG
	\\TICRS\EXPORT11\IMAGEOUT11\854\287\85428740\xml1\FTK0008.JPG
SPECIMEN	PDF FILES SAVED FROM GIOVANNI'S ALOHA FOODS WEBSITE;

DESCRIPTION	PICTURE OF GIOVANNI'S ALOHA FOODS MENU; PICTURES OF THE GIOVANNI'S ALOHA FOODS ORIGINAL WHITE SHRIMP TRUCK
ADDITIONAL STATEMENTS SECTION	
***TRANSLATION (if applicable)**	
***TRANSLITERATION (if applicable)**	
***CLAIMED PRIOR REGISTRATION (if applicable)**	
***CONSENT (NAME/LIKENESS) (if applicable)**	The name(s), portrait(s), and/or signature(s) shown in the mark identifies John GIOVANNI Aragona, whose consent(s) to register is made of record.
CONSENT FILE NAME(S)	\\TICRS\EXPORT11\IMAGEOUT 11\854\287\85428740\xml1\ FTK0010.JPG
***CONCURRENT USE CLAIM (if applicable)**	
DISCLAIMER	No claim is made to the exclusive right to use ALOHA FOODS apart from the mark as shown.
ATTORNEY INFORMATION	
NAME	Jamie Pitts
FIRM NAME	The Law Offices of Jamie N. Pitts, Esq., P.A.
STREET	542 Columbia Court
CITY	Sarasota
STATE	Florida
COUNTRY	United States
ZIP/POSTAL CODE	34236
PHONE	941-893-7751
EMAIL ADDRESS	jamienpitts@gmail.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
CORRESPONDENCE INFORMATION	
***NAME**	Jamie Pitts
FIRM NAME	The Law Offices of Jamie N. Pitts, Esq., P.A.
***STREET**	542 Columbia Court

*CITY	Sarasota
*STATE (Required for U.S. applicants)	Florida
*COUNTRY	United States
*ZIP/POSTAL CODE	34236
PHONE	941-893-7751
*EMAIL ADDRESS	jamienpitts@gmail.com
*AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
FEE INFORMATION	
NUMBER OF CLASSES	1
FEE PER CLASS	275
*TOTAL FEE PAID	275
SIGNATURE INFORMATION	
* SIGNATURE	/Jamie Pitts/
* SIGNATORY'S NAME	Jamie Pitts
* SIGNATORY'S POSITION	Attorney of Record
* DATE SIGNED	09/21/2011

PTO Form 1478 (Rev 9/2006)
OMB No. 0651-0009 (Exp 12/31/201)

Trademark/Service Mark Application, Principal Register

TEAS Plus Application

Serial Number: 85428740
Filing Date: 09/21/2011

To the Commissioner for Trademarks:

MARK: GIOVANNI'S ALOHA FOODS (Standard Characters, see mark)
The literal element of the mark consists of GIOVANNI'S ALOHA FOODS.
The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, John "Giovanni" Aragona, a citizen of United States, having an address of
417 Whitfield Ave.
Sarasota, Florida 34243
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:

For specific filing basis information for each item, you must view the display within the Input Table.
International Class 043: Food preparation services

In International Class 043, the mark was first used at least as early as 06/01/1997, and first used in commerce at least as early as 06/01/1997, 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) PDF FILES SAVED FROM GIOVANNI'S ALOHA FOODS WEBSITE; PICTURE OF GIOVANNI'S ALOHA FOODS MENU; PICTURES OF THE GIOVANNI'S ALOHA FOODS ORIGINAL WHITE SHRIMP TRUCK.
JPG file(s):
Specimen File1
Specimen File2
Original PDF file:
spec-1741514227-183500415 . Giovanni s Aloha Foods.pdf
Converted PDF file(s) (1 page)
Specimen File1
Original PDF file:
spec-1741514227-183500415 . Buy Giovanni s Sauces Online .pdf
Converted PDF file(s) (1 page)
Specimen File1
Original PDF file:
spec-1741514227-183500415 . Giovanni s Aloha Foods on the Behance Network.pdf

Converted PDF file(s) (3 pages)
Specimen File1
Specimen File2
Specimen File3

The name(s), portrait(s), and/or signature(s) shown in the mark identifies John GIOVANNI Aragona, whose consent(s) to register is made of record.
Consent File1

No claim is made to the exclusive right to use ALOHA FOODS apart from the mark as shown.

For informational purposes only, applicant's website address is: http://www.giovannissauces.com
The applicant's current Attorney Information:
Jamie Pitts of The Law Offices of Jamie N. Pitts, Esq., P.A.
542 Columbia Court
Sarasota, Florida 34236
United States

The applicant's current Correspondence Information:
Jamie Pitts
The Law Offices of Jamie N. Pitts, Esq., P.A.
542 Columbia Court
Sarasota, Florida 34236
941-893-7751(phone)
jamienpitts@gmail.com (authorized)

A fee payment in the amount of $275 has been submitted with the application, representing payment for 1 class(es).

Declaration

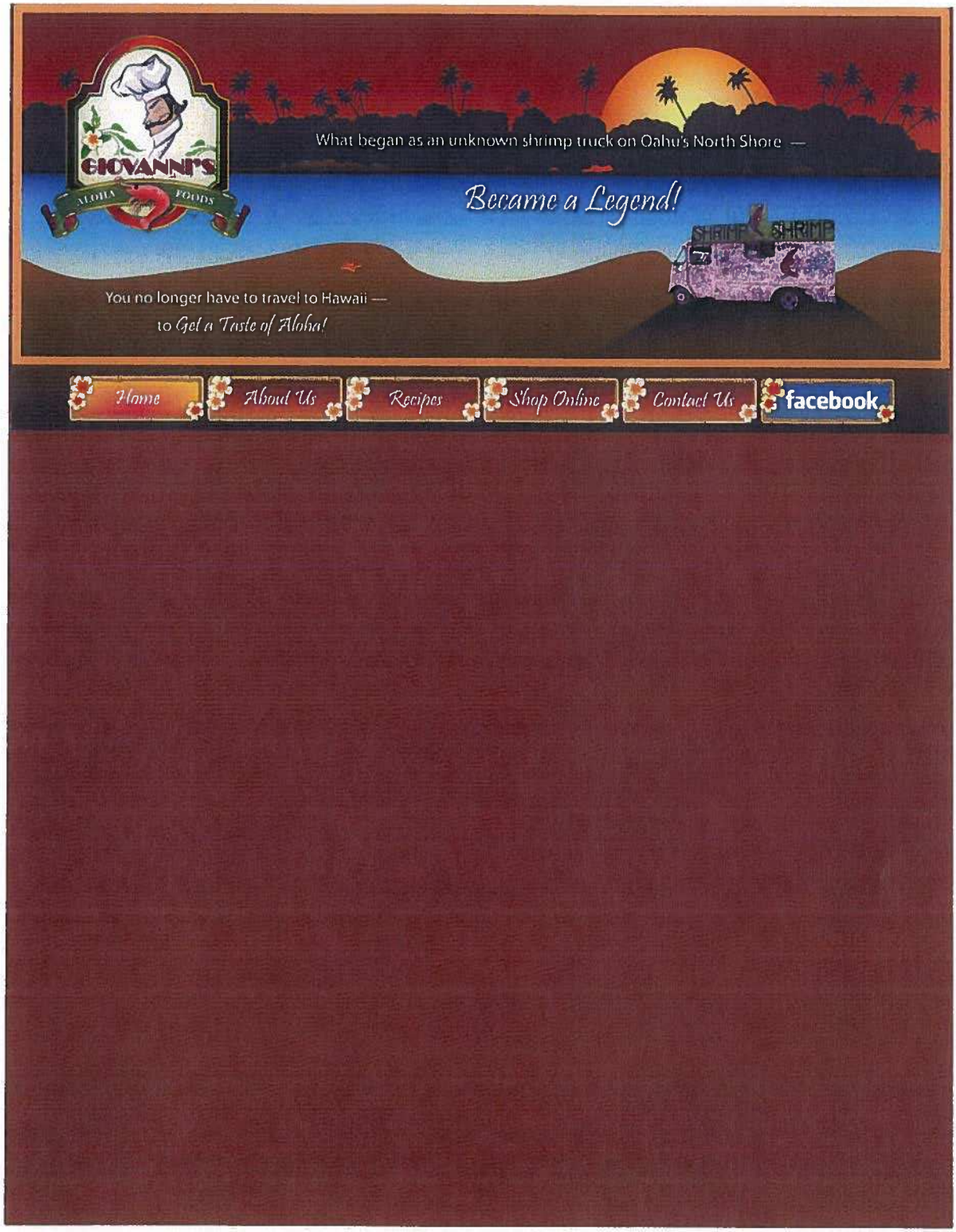
The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares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

Signature: /Jamie Pitts/ Date Signed: 09/21/2011
Signatory's Name: Jamie Pitts
Signatory's Position: Attorney of Record

RAM Sale Number: 17928
RAM Accounting Date: 09/22/2011

Serial Number: 85428740
Internet Transmission Date: Wed Sep 21 19:41:32 EDT 2011
TEAS Stamp: USPTO/FTK-174.151.42.27-20110921194132585497-85428740-480b7718631631bc9aa29d9384de6f7f5e-CC-17928-20110921183500415695

GIOVANNI'S ALOHA FOODS


GIOVANNI'S
ALOHA FOODS
What began as an unknown shrimp truck on Oahu's North Shore —
Became a Legend!
SHRIMP SHRIMP
You no longer have to travel to Hawaii —
to Get a Taste of Aloha!
Home
About Us
Recipes
Shop Online
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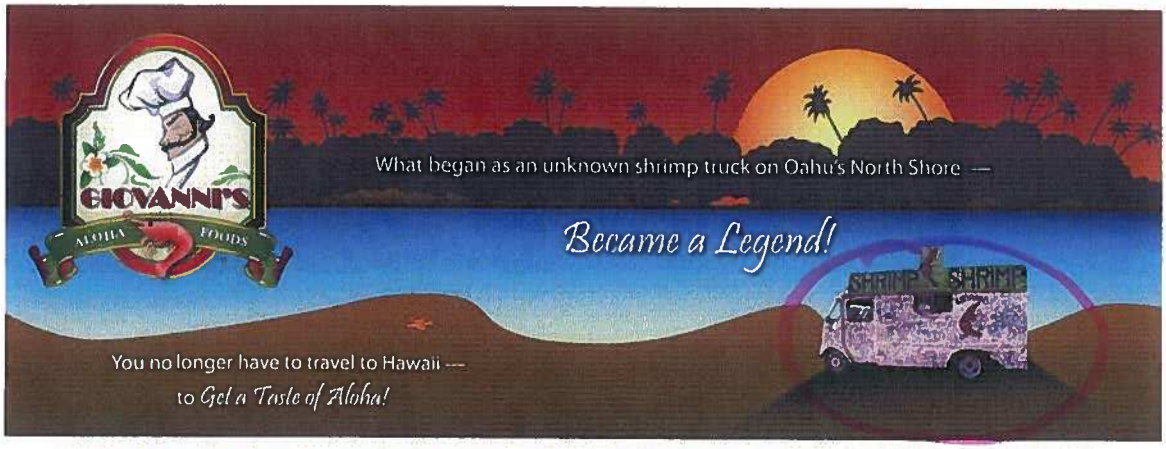
facebook

#1 SHRIMP SCAMPI
#2 HOT & SPICY
#3 LEMON/BUTTER
#4 HOTDOG W/BUN
OR W/RICE



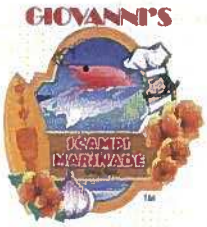
Buy Giovanni's Sauces Online!

Category: Store

View as: Grid List Table Sort by Price: low to high

Giovanni's Hot & Spicy Sauce
SKU 1195100971

$6.95



Giovanni's Scampi Marinade
SKU 1195100969

$7.95

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BY: Amy Hepler
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www.giovannissauces.com

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Amy Hepler

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CONSENT STATEMENT

September 20, 2011

Dear Examining Attorney:

I, John "GIOVANNI" Aragona, am the applicant and owner registering the "GIOVANNI'S ALOHA FOODS" mark and the name "GIOVANNI" in the mark comprises my individual nickname. I am individual who is well known in the field relating to the relevant goods or services. Please enter a note on the record clearly identifying "GIOVANNI" as the actual name of the individual and indicate that the name shown in the mark identifies John "GIOVANNI" Aragona.

I, John "Giovanni" Aragona, consent to the use and registration by of my name as a trademark and/or service mark with the USPTO.

Thank you,

John "Giovanni" Aragona

In the matter of Trademark Trial and Appeal Board
Cancellation No. 92057023
Registration Nos: 4,220,686 - GIOVANNI'S ALOHA FOODS
4,224,400 - GIOVANNI'S SCAMPI MARINADE
4,232,469 - GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK
4,248,595 - GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE

LuckyU Enterprises, Inc., dba Giovanni's	:	
Original White Shrimp Truck	:	
Petitioner,	:	
v.	:	Cancellation No. 92057023
John "Giovanni" Aragona	:	
Respondent.	:	

Troy Nitsche Deposition **Exhibit: 15**

Exhibit Offered by Petitioner

2014.09.17

PTO Form 1478 (Rev 9/2006)
OMB No 0651-0009 (Exp 12/31/2011)

EXHIBIT 15

Trademark/Service Mark Application, Principal Register

TEAS Plus Application

Serial Number: 85428673
Filing Date: 09/21/2011

NOTE: Data fields with the * are mandatory under TEAS Plus. The wording "(if applicable)" appears where the field is only mandatory under the facts of the particular application.

The table below presents the data as entered.

Input Field	Entered
TEAS Plus	**YES**
MARK INFORMATION	
***MARK**	GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK
***STANDARD CHARACTERS**	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK
***MARK STATEMENT**	The mark consists of standard characters, without claim to any particular font, style, size, or color.
REGISTER	Principal
APPLICANT INFORMATION	
***OWNER OF MARK**	Aragona, John "Giovanni"
***STREET**	417 Whitfield Ave.
***CITY**	Sarasota
***STATE (Required for U.S. applicants)**	Florida
***COUNTRY**	United States
***ZIP/POSTAL CODE (Required for U.S. applicants only)**	34243

PHONE	888-969-9199
EMAIL ADDRESS	caroleann@tampabay.rr.com
WEBSITE ADDRESS	http://www.giovannissauces.com
LEGAL ENTITY INFORMATION	
***TYPE**	INDIVIDUAL
*** COUNTRY OF CITIZENSHIP**	United States
GOODS AND/OR SERVICES AND BASIS INFORMATION	
***INTERNATIONAL CLASS**	043
IDENTIFICATION	Mobile restaurant services
***FILING BASIS**	SECTION 1(a)
FIRST USE ANYWHERE DATE	At least as early as 01/01/1994
FIRST USE IN COMMERCE DATE	At least as early as 02/01/1994
SPECIMEN FILE NAME(S)	
ORIGINAL PDF FILE	spec-1741514227-182340166 . Shrimp Truck and Sign.pdf
CONVERTED PDF FILE(S) (1 page)	\\TICRS\EXPORT11\IMAGEOUT11\854\286\85428673\xml1\FTK0003.JPG
SPECIMEN DESCRIPTION	PHOTO OF GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK AND SIGN
ADDITIONAL STATEMENTS SECTION	
***TRANSLATION (if applicable)**	
***TRANSLITERATION (if applicable)**	
***CLAIMED PRIOR REGISTRATION (if applicable)**	
***CONSENT (NAME/LIKENESS) (if applicable)**	The name(s), portrait(s), and/or signature(s) shown in the mark identifies John GIOVANNI Aragona, whose consent(s) to register is made of record.
CONSENT FILE NAME(S)	\\TICRS\EXPORT11\IMAGEOUT 11\854\286\85428673\xml1\ FTK0004.JPG
***CONCURRENT USE CLAIM (if applicable)**	

DISCLAIMER	No claim is made to the exclusive right to use ORIGINAL WHITE SHRIMP TRUCK apart from the mark as shown.
ATTORNEY INFORMATION	
NAME	Jamie Pitts
FIRM NAME	The Law Offices of Jamie N. Pitts, Esq., P.A.
STREET	542 Columbia Court
CITY	Sarasota
STATE	Florida
COUNTRY	United States
ZIP/POSTAL CODE	34236
PHONE	941-893-7751
EMAIL ADDRESS	jamienpitts@gmail.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
CORRESPONDENCE INFORMATION	
***NAME**	Jamie Pitts
FIRM NAME	The Law Offices of Jamie N. Pitts, Esq., P.A.
***STREET**	542 Columbia Court
***CITY**	Sarasota
***STATE (Required for U.S. applicants)**	Florida
***COUNTRY**	United States
***ZIP/POSTAL CODE**	34236
PHONE	941-893-7751
***EMAIL ADDRESS**	jamienpitts@gmail.com
***AUTHORIZED TO COMMUNICATE VIA EMAIL**	Yes
FEE INFORMATION	
NUMBER OF CLASSES	1
FEE PER CLASS	275

***TOTAL FEE PAID**	275
SIGNATURE INFORMATION	
*** SIGNATURE**	/Jamie Pitts/
*** SIGNATORY'S NAME**	Jamie Pitts
*** SIGNATORY'S POSITION**	Attorney of Record
*** DATE SIGNED**	09/21/2011

PTO Form 1478 (Rev 9/2006)
OMB No 0651-0009 (Exp 12/31/2011)

Trademark/Service Mark Application, Principal Register

TEAS Plus Application

Serial Number: 85428673
Filing Date: 09/21/2011

To the Commissioner for Trademarks:

MARK: GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK (Standard Characters, see mark)
The literal element of the mark consists of GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK.
The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, John "Giovanni" Aragona, a citizen of United States, having an address of
417 Whitfield Ave.
Sarasota, Florida 34243
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:

For specific filing basis information for each item, you must view the display within the Input Table.
International Class 043: Mobile restaurant services

In International Class 043, the mark was first used at least as early as 01/01/1994, and first used in commerce at least as early as 02/01/1994, 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) PHOTO OF GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK AND SIGN.

Original PDF file:
spec-1741514227-182340166 . Shrimp Truck and Sign.pdf
Converted PDF file(s) (1 page)
Specimen File1

The name(s), portrait(s), and/or signature(s) shown in the mark identifies John GIOVANNI Aragona, whose consent(s) to register is made of record.
Consent File1

No claim is made to the exclusive right to use ORIGINAL WHITE SHRIMP TRUCK apart from the mark as shown.

For informational purposes only, applicant's website address is: http://www.giovannissauces.com
The applicant's current Attorney Information:
Jamie Pitts of The Law Offices of Jamie N. Pitts, Esq., P.A.
542 Columbia Court
Sarasota, Florida 34236
United States

The applicant's current Correspondence Information:
Jamie Pitts
The Law Offices of Jamie N. Pitts, Esq., P.A.
542 Columbia Court
Sarasota, Florida 34236
941-893-7751(phone)
jamienpitts@gmail.com (authorized)

A fee payment in the amount of $275 has been submitted with the application, representing payment for 1 class(es).

Declaration

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

Signature: /Jamie Pitts/ Date Signed: 09/21/2011
Signatory's Name: Jamie Pitts
Signatory's Position: Attorney of Record

RAM Sale Number: 17064
RAM Accounting Date: 09/22/2011

Serial Number: 85428673
Internet Transmission Date: Wed Sep 21 18:33:42 EDT 2011
TEAS Stamp: USPTO/FTK-174.151.42.27-2011092118334259

1924-85428673-4809f196a21ea21298bd75dcf6
2208db0e0-CC-17064-20110921182340166975

GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK

GIOVANNIS
ORIGINAL
WHITE
SHRIMP
TRUCK

CONSENT STATEMENT

September 20, 2011

Dear Examining Attorney:

I, John "GIOVANNI" Aragona, am the applicant and owner registering the "GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK" mark and the name "GIOVANNI" in the mark comprises my individual nickname. I am individual who is well known in the field relating to the relevant goods or services. Please enter a note on the record clearly identifying "GIOVANNI" as the actual name of the individual and indicate that the name shown in the mark identifies John "GIOVANNI" Aragona.

I, John "Giovanni" Aragona, consent to the use and registration by of my name as a trademark and/or service mark with the USPTO.

Thank you,

John "Giovanni" Aragona

In the matter of Trademark Trial and Appeal Board
Cancellation No. 92057023
Registration Nos: 4,220,686 - GIOVANNI'S ALOHA FOODS
4,224,400 - GIOVANNI'S SCAMPI MARINADE
4,232,469 - GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK
4,248,595 - GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE

LuckyU Enterprises, Inc., dba Giovanni's	:	
Original White Shrimp Truck	:	
Petitioner,	:	
v.	:	Cancellation No. 92057023
John "Giovanni" Aragona	:	
Respondent.	:	

Troy Nitsche Deposition **Exhibit: 16**

Exhibit Offered by Petitioner

2014.09.17

EXHIBIT 16

Giovanni's Shrimp Truck

https://www.facebook.com/pages/Giovannis-Shrimp-Truck-North-Shore-Oahu/33962683723

Posts To Page

Brett Wafford ▸ **Giovanni's Shrimp Truck - North Shore, Oahu**

Lonnie, you will have to check this place out for me if your ever in it's neighborhood

Like Comment Share 2

Lonnie Mckenzie I have already and it's GREAT!!:)

Like 1

Giovanni's Shrimp Truck - North Shore, Oahu Thank you and happy you enjoyed it.

Like 2

Cheryl Percival ▸ **Giovanni's Shrimp Truck - North Shore, Oahu**

After seeing this truck on Man v Food me and my sis-Gaye are coming all the way from Australia to try your food, we have planned one day in our busy itinerary just to do it

Like Comment Share 1 3

Giovanni's Shrimp Truck - North Shore, Oahu likes this.

View 1 more comment

Amy Liptak Caruso Be sure to also go to the General store nearby to get the "da works" (shave ice on top of ice cream with a "snow cap" of sweetened condensed milk) So good!!!!

Like 1

Cheryl Percival I hope we remember to try the icecream! I may need it after hot and spicy no refund shrimps

Like 2

Erin Gosbell ▸ **Giovanni's Shrimp Truck - North Shore, Oahu**

Chris Porter been here yet? best shrimp ever!

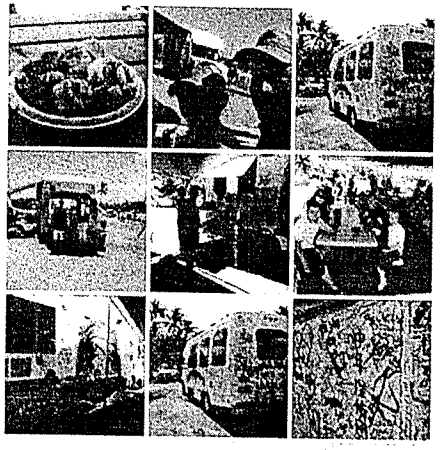
Giovanni's Shrimp Truck

https://www.facebook.com/pages/Giovannis-Shrimp-Truck-North-Shore-Oahu/33962683723

Giovanni's Shrimp Truck - North Shore, Oahu

Dan Home

PHOTOS



POSTS TO PAGE

Victor Augusto Fitas Roberts

Lost my prescription glasses there in bathroom last week ..... u ha... See More

Like Comment

Tanya Yuan

Hi, I'm wondering does the website that sells "Giovanni's Sauces" affiliated with you guys? http://giovannissauces.com/

Like Comment

Aloha Mobile Helpers

Small Town Spotlight: Haleiwa, Hawaii - Hopper Blog

Like Comment Share 34 3 2 Shares

Giovanni's Shrimp Truck - North Shore, Oahu

HAPPY NEW YEAR EVERYONE.....

Like Comment Share 314 32

Giovanni's Shrimp Truck - North Shore, Oahu

From the Giovanni's Shrimp family to all of our fans, we wish you all a Merry Christmas.....

Like Comment Share 378 26 3 Shares

Giovanni's Shrimp Truck - North Shore, Oahu

Want to wish everyone a Happy Thanksgiving and let everyone know we will be closed thanksgiving day.....

Like Comment Share 180 10 1 Share

Giovanni's Shrimp Truck - North Shore, Oahu

Giovanni's is in no way affiliated with any other shrimp truck and doesn't license the use of its name to anyone... If it doesn't say Giovanni's, it isn't

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Recent

2011

2010

2009

2008

Founded

Sponsored

Quirky Inventors
amazon.com
Shop products invented by real people like you.

Summer Just Got Brighter
bespokepost.com
Bold, polarized sunglasses with a custom leather case. Just $45 when you join the club

LuckyU 002139

Chat (34)

CERTIFICATE OF SERVICE

I hereby certify that on this 22nd day of October 2014 a true and correct copy of the foregoing **CERTIFIED DEPOSITION TESTIMONY TRANSCRIPT OF TROY NITSCHE and Exhibits thereto** was served via first class mail to Respondent's Counsel Jamie Pitts at The Law Office of Jamie N. Pitts, 3340 Wood Thrush Dr., Ste. 341, Punta Gorda, FL 33950, with a courtesy copy sent via email to Jamienpitts@jpnlawfirm.com.

s/Daniel P. Mullarkey/
Daniel P. Mullarkey

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

In the matter of Trademark Registration No. 4,220,686
Mark: GIOVANNI'S ALOHA FOODS
Registration date: October 9, 2012

In the matter of Trademark Registration No. 4,224,400
Mark: GIOVANNI'S SCAMPI MARINADE
Registration date: October 16, 2012

In the matter of Trademark Registration No. 4,232,569
Mark: GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK
Registration date: October 30, 2012

In the matter of Trademark Registration No. 4,248,595
Mark: GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE
Registration date: November 27, 2012

LuckyU Enterprises, Inc., dba Giovanni's Original White Shrimp Truck	:	
Petitioner,	:	
v.	:	Cancellation No. 92057023
John "Giovanni" Aragona	:	
Respondent.	:	

STIPULATION REGARDING
CERTIFICATION OF TROY NITSCHE DEPOSITION TRANSCRIPT

Pursuant to Trademark Rule 2.123(b) and TBMP § 705, Petitioner and Respondent, through their undersigned attorneys, hereby stipulate and agree to the following:

1) The parties stipulate and agree to the waiver of the requirement that Troy Nitsche read and sign the certified deposition testimony transcript as described in 37 C.F.R. § 2.123(e)(5).

The parties reserve the right to all other objections.

Date: October 22, 2014

Jennifer Fraser
Daniel P. Mullarkey
Novak Druce Connolly + Quigg LLP
1875 Eye Street, NW, 11th Floor
Washington, DC 20006
Attorneys for Petitioner

Date: October 22, 2014

Digitally signed by Jamie Pitts
DN: cn=Jamie Pitts, o, ou, email=jamienpitts@gmail.com, c=US
Date: 2014.10.22 15:20:38 -04'00'

Jamie N. Pitts
The Law Office of Jamie N. Pitts, Esq.
3440 Wood Thrush Dr., St. 341
Punta Gorda, FL 33950
Attorney for Respondent

In the matter of Trademark Trial and Appeal Board
Cancellation No. 92057023
Registration Nos: 4,220,686 - GIOVANNI'S ALOHA FOODS
4,224,400 - GIOVANNI'S SCAMPI MARINADE
4,232,469 - GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK
4,248,595 - GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE

LuckyU Enterprises, Inc., dba Giovanni's	:	
Original White Shrimp Truck	:	
Petitioner,	:	
v.	:	Cancellation No. 92057023
John "Giovanni" Aragona	:	
Respondent.	:	

Troy Nitsche Deposition **Exhibit: 7A**

Exhibit Offered by Petitioner

2014.09.17

EXHIBIT

7

To:	LuckyU Enterprises, Inc. (gioshrimp@aol.com)
Subject:	U.S. TRADEMARK APPLICATION NO. 85201288 - GIOVANNI'S ALOHA SHRIMP - N/A
Sent:	8/24/2011 11:22:20 PM
Sent As:	ECOM117@USPTO.GOV
Attachments:	Attachment - 1 Attachment - 2 Attachment - 3 Attachment - 4 Attachment - 5 Attachment - 6 Attachment - 7 Attachment - 8 Attachment - 9 Attachment - 10 Attachment - 11 Attachment - 12 Attachment - 13 Attachment - 14 Attachment - 15 Attachment - 16 Attachment - 17 Attachment - 18 Attachment - 19 Attachment - 20 Attachment - 21 Attachment - 22 Attachment - 23

UNITED STATES PATENT AND TRADEMARK OFFICE (USPTO)
OFFICE ACTION (OFFICIAL LETTER) ABOUT APPLICANT'S TRADEMARK APPLICATION

APPLICATION SERIAL NO. 85201288

MARK: GIOVANNI'S ALOHA SHRIMP

85201288

CORRESPONDENT ADDRESS:
LUCKYU ENTERPRISES, INC.
LUCKYU ENTERPRISES, INC.
57-120 LALO KUILIMA WAY APT 12
KAHUKU, HI 96731-2122

CLICK HERE TO RESPOND TO THIS LETTER:
http://www.uspto.gov/trademarks/teas/response_forms.jsp

APPLICANT: LuckyU Enterprises, Inc.

CORRESPONDENT'S REFERENCE/DOCKET NO:
N/A

CORRESPONDENT E-MAIL ADDRESS:
gioshrimp@aol.com

OFFICE ACTION

STRICT DEADLINE TO RESPOND TO THIS LETTER

TO AVOID ABANDONMENT OF APPLICANT'S TRADEMARK APPLICATION, THE USPTO MUST RECEIVE APPLICANT'S COMPLETE RESPONSE TO THIS LETTER **WITHIN 6 MONTHS** OF THE ISSUE/MAILING DATE BELOW.

ISSUE/MAILING DATE: 8/24/2011

LETTER OF PROTEST GRANTED

The Office of the Deputy Commissioner for Trademark Examination Policy granted a Letter of Protest received in connection with this application. The evidence presented in the letter was forwarded to the trademark examining attorney for consideration. *See* TMEP §1715.

Based upon this evidence, the trademark examining attorney is taking further action, as specified below. *See* TMEP §1715.02(b).

In addition to the requirement in this Office action, all refusals and requirement (s) in the Office action dated March 21, 2011, are herein incorporated by reference. Therefore, a proper response to this Office action must address each issue raised in the preceding Office action as well as in this Office action.

REFUSAL – FALSE CONNECTION

Registration is refused because the applied-for mark GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK consists of or includes matter – the term GIOVANNI'S - which may falsely suggest a connection with John "Giovanni" Aragona. Although John "Giovanni" Aragona is not connected with the goods and/or services provided by applicant under the applied-for mark, John "Giovanni" Aragona is so famous that consumers would presume a connection. Trademark Act Section 2(a), 15 U.S.C. §1052(a); *see* TMEP §§1203.03, 1203.03(e). *See generally Univ. of Notre Dame du Lac v. J.C. Gourmet Food Imps. Co.*, 703 F.2d 1372, 217 USPQ 505 (Fed. Cir. 1983); *In re Cotter & Co.*, 228 USPQ 202 (TTAB 1985); *Buffett v. Chi-Chi's, Inc.* , 226 USPQ 428 (TTAB 1985).

The following is required for a showing of false connection under Trademark Act Section 2(a):

(1) The mark sought to be registered is the same as, or a close approximation of, the name or identity previously used by another person or institution;

(2) The mark would be recognized as such, in that it points uniquely and unmistakably to that person or institution;

(3) The person or institution identified in the mark is not connected with the goods sold or services performed by applicant under the mark; and

(4) The fame or reputation of the named person or institution is of such a nature that a connection with such person or institution would be presumed when applicant's mark is used on its goods and/or services.

In re Peter S. Herrick, P.A., 91 USPQ2d 1505, 1507 (TTAB 2009); *In re MC MC S.r.l.*, 88 USPQ2d 1378, 1379 (TTAB 2008); TMEP §1203.03(e); *see also Univ. of Notre Dame du Lac v. J.C. Gourmet Food Imps. Co.*, 703 F.2d 1372, 1375-77, 217 USPQ 505, 508-10 (Fed. Cir. 1983) (providing foundational principles for the current four-part test used to determine the existence of a false connection).

The examiner notes the attached advertisements and articles excerpted from a search of the http://www.google.com website which demonstrate that Giovanni and Connie Aragona began a shrimp shack in 1994 that became one of the oldest and famous shrimp trucks in Kahuku, O'ahu known as "Giovanni's Original Shrimp Truck". See attachments. It is also noted that the applicant is located in Kahuku, Hawaii. See applicant's address. The applicant has not provided any written consent from Mr. Aragona that his name may be used in the applicant's mark. Given the popularity, fame and history of the Aragona's shrimp truck, there is a likelihood that the term "Giovanni" in the applicant's mark would be read to refer to John "Giovanni" Aragona and his original shrimp truck.

Notably, the term at issue need not be the actual, legal name of the party falsely associated with applicant's mark to be unregistrable. TMEP §1203.03(a); *see, e.g.*, *Buffett v. Chi-Chi's, Inc.* , 226 USPQ 428, 429-30 (TTAB 1985) (holding the wording MARGARITAVILLE to be the persona of singer Jimmy Buffett). The term must, however, be so uniquely and unmistakably associated with the named party as to constitute that party's name or identity. TMEP §1203.03; *see, e.g.*, *In re Cotter & Co.*, 228 USPQ 202, 204 (TTAB 1985); *Buffett*, 226 USPQ at 429.

Accordingly, the mark is refused registration on the Principal Register absent consent to register from John "Giovanni" Aragona. Although applicant's mark has been refused registration, applicant may respond to the refusal(s) by submitting evidence and arguments in support of registration.

SECTION 2(c) REFUSAL – NAME IDENTIFIES A LIVING INDIVIDUAL

Registration is refused because the applied-for mark consists of or includes a name, portrait, or signature identifying a particular living individual whose written consent to register the mark is not of record. Trademark Act Section 2(c), 15 U.S.C. §1052(c); TMEP §1206; *see, e.g.*, *In re Hoefflin*, 97 USPQ2d 1174 (TTAB 2010).

The refusal under Section 2(c) will be withdrawn if applicant provides the following:

(1) A statement that the name "GIOVANNI" shown in the mark identifies < **John "Giovanni" Aragona**>, a living individual whose consent is of record. If the name represents that of a

pseudonym, stage name, title and name combination, or nickname, applicant must include a statement that "GIOVANNI" identifies the <pseudonym/stage name/title and name/nickname> of <specify actual name>, a living individual whose consent is of record; and

(2) A written consent, personally signed by the individual whose name, signature, or portrait appears in the mark, authorizing applicant to register the identifying matter as a trademark and/or service mark with the USPTO (e.g., "I, John "Giovanni" Aragona, consent to the use and registration by **LuckyU Enterprises, Inc. DBA Giovanni's Original White Shrimp Truck** of my name as a trademark and/or service mark with the USPTO").

See TMEP §§813, 813.01(a), 1206.04(a).

Applicant is advised that the written consent must include a statement of the party's consent to applicant's *registration*, and not just the *use*, of the identifying matter as a trademark. *See Krause v. Krause Publ'ns, Inc.* , 76 USPQ2d 1904, 1912-13 (TTAB 2005); *In re New John Nissen Mannequins*, 227 USPQ 569, 571 (TTAB 1985); *Reed v. Bakers Eng'g & Equip. Co.* , 100 USPQ 196, 199 (PTO 1954); TMEP §1206.04(a).

REQUEST FOR INFORMATION

Applicant must submit the following information to permit proper examination of the application. *See* 37 C.F.R. §2.61(b); TMEP §§814, 1402.01(e).

Due to the notoriety of the person named in the mark, and the fact that there is no information in the application record regarding a connection with applicant, **applicant must specify whether the person or institution named in the mark has any connection with applicant's goods and/or services** , and if so, must describe the nature and extent of that connection. *See* 37 C.F.R. §2.61(b); TMEP §1203.03(e).

Failure to respond to a request for information is an additional ground for refusing registration. *See In re Cheezwhse.com, Inc.*, 85 USPQ2d 1917, 1919 (TTAB 2008); *In re DTI P'ship LLP* , 67 USPQ2d 1699, 1701 (TTAB 2003); TMEP §814.

DISCLAIMER

Applicant must disclaim the descriptive wording **"SHRIMP"** apart from the mark as shown because it merely describes an ingredient and feature of applicant's services. See 15 U.S.C. §§1052(e)(1), 1056(a); In re Steelbuilding.com, 415 F.3d 1293, 1297, 75 USPQ2d 1420, 1421 (Fed. Cir. 2005); In re Gyulay, 820 F.2d 1216, 1217-18, 3 USPQ2d 1009, 1010 (Fed. Cir. 1987); TMEP §§1213, 1213.03(a).

Attached to the previous office action, the applicant will find a review of the applicant's services wherein the applicant is recognized as featuring shrimp as part of its restaurant related services. See attachments.

A term is merely descriptive if it conveys an immediate idea of the ingredients, qualities, or characteristics of the identified goods and/or services. See In re Steelbuilding.com, 415 F.3d 1293, 1297, 75 USPQ2d 1420, 1422 (Fed. Cir. 2005); In re Dial-A-Mattress Operating Corp., 240 F.3d 1341, 1346, 57 USPQ2d 1807, 1812 (Fed. Cir. 2001). When used in relation to the services, the immediate idea rendered by the wording SHRIMP describes that the applicant provides shrimp as part of its restaurant services. Given the descriptive nature of the wording, it lacks source identifying significance and, thus, must be disclaimed.

A "disclaimer" is a statement that applicant does not claim exclusive rights to an unregistrable component of a mark; it does not affect the appearance of the mark. TMEP §1213. An unregistrable component of a mark includes wording and designs that are merely descriptive of the goods and/or services, and is wording or an illustration that others would need to use to describe or show their goods and services in the marketplace. 15 U.S.C. §1052(e); see TMEP §§1209.03(f), 1213.03 et seq.

The following is the standard format used by the Office:

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

TMEP §1213.08(a)(i); see In re Owatonna Tool Co., 231 USPQ 493 (Comm'r Pats. 1983).

SPECIMEN

The specimen is not acceptable because it is merely a photocopy of the drawing or a picture or rendering of the applied-for mark; it does not show the applied-for mark in actual use in commerce. *See* 37 C.F.R. §2.56(c); TMEP §§904.04(a), 904.07(a). Trademark Act Section 45 requires use of the mark "in the sale or advertising of services." 15 U.S.C. §1127; *see* 37 C.F.R. §2.56(b)(2); TMEP §1301.04.

An application based on Section 1(a) must include a specimen showing the applied-for mark in use in commerce for each class of services. Trademark Act Sections 1 and 45, 15 U.S.C. §§1051, 1127; 37 C.F.R. §§2.34(a)(1)(iv), 2.56(a); TMEP §§904, 904.07(a).

Therefore, applicant must submit the following:

(1) A substitute specimen showing the mark in use in commerce for each class of services specified in the application; and

(2) The following statement, verified with an affidavit or signed declaration under 37 C.F.R. §2.20: "**The substitute specimen was in use in commerce at least as early as the filing date of the application.**" 37 C.F.R. §2.59(a); TMEP §904.05; *see* 37 C.F.R. §2.193(e)(1). If submitting a substitute specimen requires an amendment to the dates of use, applicant must also verify the amended dates. 37 C.F.R. §2.71(c); TMEP §904.05.

Examples of specimens for services are signs, photographs, brochures, website printouts or advertisements that show the mark used in the actual sale or advertising of the services. *See* TMEP §§1301.04 *et seq.*

If applicant cannot satisfy the above requirements, applicant may amend the application from a use in commerce basis under Section 1(a) to an intent to use basis under Section 1(b), for which no specimen is required. *See* TMEP §806.03(c). However, if applicant amends the basis to Section 1(b), registration will not be granted until applicant later amends the application back to use in commerce by filing an acceptable allegation of use with a proper specimen. *See* 15 U.S.C. §1051(c), (d); 37 C.F.R. §§2.76, 2.88; TMEP §1103.

To amend to Section 1(b), applicant must submit the following statement, verified with an affidavit or signed declaration under 37 C.F.R. §2.20: "**Applicant has had a bona fide intention to use the mark in commerce on or in connection with the services listed in the application as of the filing date of the application.**" 37 C.F.R. §2.34(a)(2); TMEP §806.01(b); *see* 15 U.S.C. §1051(b); 37 C.F.R. §§2.35(b)(1), 2.193(e)(1).

Pending receipt of a proper response, registration is refused because the specimen does not show the applied-for mark in use in commerce as a service mark. Trademark Act Sections 1 and 45, 15 U.S.C. §§1051, 1127; 37 C.F.R. §§2.34(a)(1)(iv), 2.56(a); TMEP §§904, 904.07(a).

PLEASE NOTE:

If applicant has questions regarding this Office action, please telephone or e-mail the assigned trademark examining attorney. All relevant e-mail communications will be placed in the official application record; however, an e-mail communication will not be accepted as a response to this Office action and will not extend the deadline for filing a proper response. *See* 37 C.F.R. §2.191; TMEP §§709.04-.05. Further, although the trademark examining attorney may provide additional explanation pertaining to the refusal(s) and/or requirement(s) in this Office action, the trademark examining attorney may not provide legal advice or statements about applicant's rights. *See* TMEP §§705.02, 709.06.

/C. Skye Young/
Trademark Examining Attorney
Law Office 117
Ph: (571) 272-9713
Fx: (571) 273-9117
Em: skye.young@uspto.gov

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All informal e-mail communications relevant to this application will be placed in the official application record.

WHO MUST SIGN THE RESPONSE: It must be personally signed by an individual applicant or someone with legal authority to bind an applicant (i.e., a corporate officer, a general partner, all joint applicants). If an applicant is represented by an attorney, the attorney must sign the response.

PERIODICALLY CHECK THE STATUS OF THE APPLICATION: To ensure that applicant does not miss crucial deadlines or official notices, check the status of the application every three to four months using Trademark Applications and Registrations Retrieval (TARR) at http://tarr.uspto.gov/. Please keep a copy of the complete TARR screen. If TARR shows no change for more than six months, call 1-800-786-9199. For more information on checking status, see http://www.uspto.gov/trademarks/process/status/.

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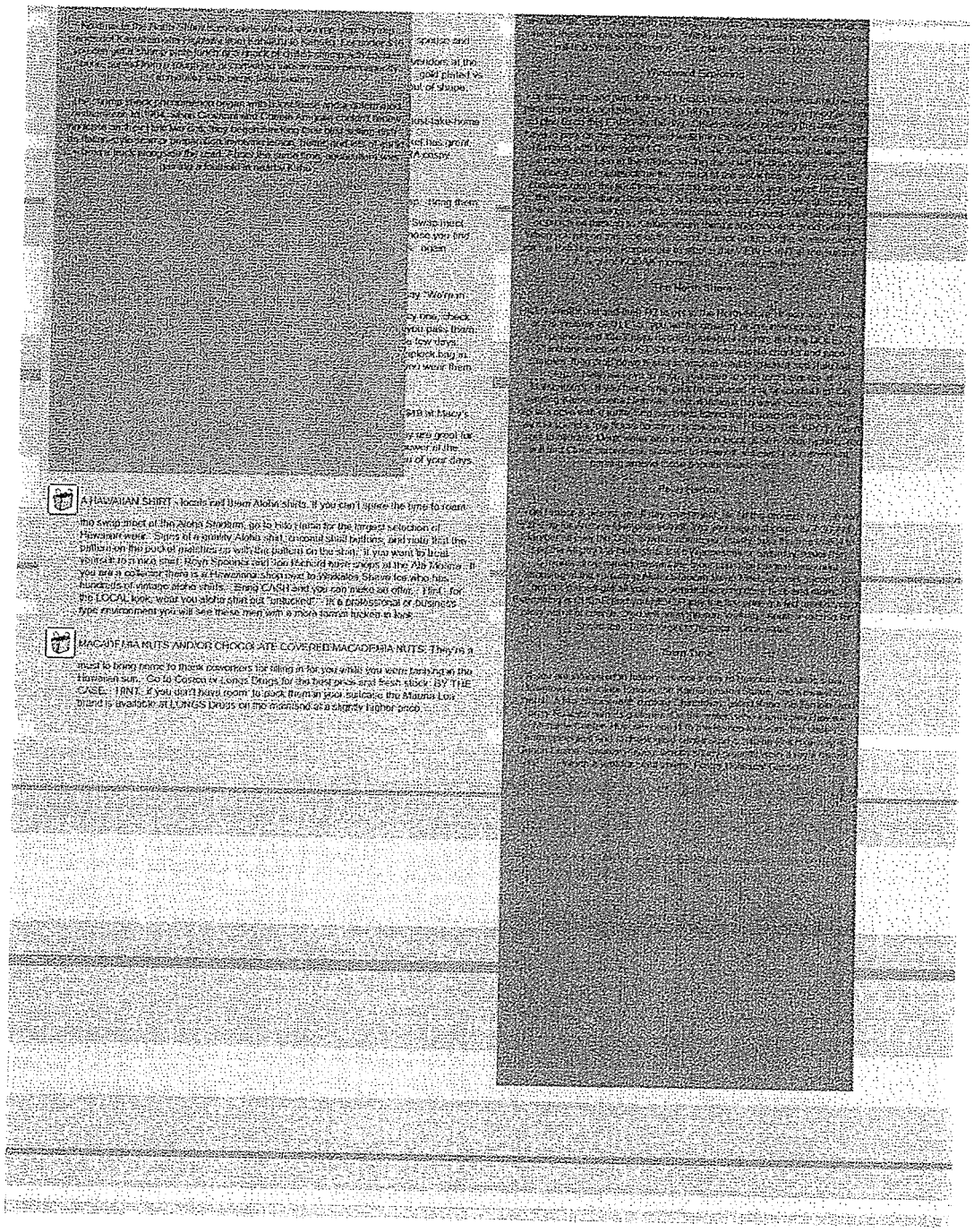

A HAWAIIAN SHIRT - locals call them Aloha shirts. If you can't spare the time to roam the swap meet at the Aloha Stadium, go to Hilo Home for the largest selection of Hawaiian wear. Signs of a quality Aloha shirt, coconut shell buttons, and note that the pattern on the pocket matches up with the pattern on the shirt. If you want to treat yourself to a nice shirt, Royn Spooner and Ron Richard have shops at the Ala Moana. If you are a collector there is a Hawaiian shop next to Waikiki Shave Ice who has hundreds of vintage aloha shirts. Bring CASH and you can make an offer. Hint: for the LOCAL look, wear you aloha shirt out "untucked". In a professional or business type environment you will see these men with a more formal tucked in look.

MACADEMIA NUTS AND/OR CHOCOLATE COVERED MACADEMIA NUTS: They're a must to bring home to thank coworkers for filling in for you while you were banking in the Hawaiian sun. Go to Costco or Longs Drugs for the best price and fresh stock. BY THE CASE. HINT: If you don't have room to pack them in your suitcase the Mauna Loa brand is available at LONGS Drugs on the mainland at a slightly higher price.

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SHRIMP SHACKS

NO DRIVE TO THE NORTH SHORE is complete without a shrimp stop. Shrimp stands dot Kamehameha Highway from Kahalu'u to Kahuku. For under $10, you can get a shrimp plate lunch or a snack of chilled shrimp with cocktail sauce, served from a rough hut or converted vehicle (many permanently immobile), with picnic table seating.

The shrimp shack phenomenon began with a lost lease and a determined restaurateur. In 1994, when Giovanni and Connie Aragona couldn't renew the lease on their Hale'iwa deli, they began hawking their barbecuing dishes on Italian

Though it's changed hands, that first business lives on as Giovanni's Original Shrimp Truck, parked in Kahuku town. Signature dishes include the garlic shrimp and a spicy shrimp sautée, both worth a stop.

But there's plenty of competition—at least seven stands, trucks, or stalls are operating at any given time, with varying menus (and quality).

Don't be fooled that all that shrimp comes fresh from the ponds; much of it is imported. The only way you can be sure you're buying local farm-raised shrimp is if the shrimp is still kicking. Romy's Kahuku Prawns and Shrimp Hut is an arm

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Shrimp Shacks

No drive to the North Shore is complete without a shrimp stop. Shrimp stands dot Kamehameha Highway from Kahalu'u to Kahuku. For under $17, you can get a shrimp plate lunch or a snack of chilled shrimp with cocktail sauce, served from a rough hut or converted vehicle (many permanently immobile), with picnic table seating.

The shrimp shack phenomenon began with a lost lease and a determined restaurateur. In 1994, when Giovanni and Connie Aragona couldn't renew the lease on their Hale'iwa deli, they began hawking their best-selling dish—an Italian-style scampi preparation involving lemon, butter, and lots of garlic—

Though it has changed hands, that first business lives on as Giovanni's Original Shrimp Truck, parked in Kahuku town. Signature dishes include the garlic shrimp and a spicy shrimp sautée, both worth a stop.

But there's plenty of competition—at least a half-dozen stands, trucks, or stalls are operating at any given time, with varying menus (and quality).

Don't be fooled that all that shrimp comes fresh from the ponds; much of it is imported. The only way you can be sure you're buying local farm-raised shrimp is if the shrimp is still kicking. Romy's Kahuku Prawns and Shrimp Hut

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Shrimp Snacks

No drive to the North Shore is complete without a shrimp stop. Shrimp stands dot Kamehameha Highway from Kahuku to Kahuku, for under $10, you can get a shrimp plate lunch or a snack of chilled shrimp with cocktail sauce, served from a rough hut or converted vehicle (many permanently parked), with picnic-table seating.

The shrimp shack phenomenon began with a lost lease and a determined restaurateur. In 1994, when Giovanni and Connie Aragona couldn't renew the lease on their Haleiwa deli, they began hawking their best-selling dish—an Italian-style scampi preparation involving lemon, butter, and lots

Though it's changed hands, that first business lives on as Giovanni's Original Shrimp Truck, parked in Kahuku Town. Signature dishes include the garlic shrimp and a spicy shrimp salad, both worth a stop.

But there's plenty of competition—at least seven stands, trucks, or stalls are operating at any given time, with varying menus (and quality).

Don't be fooled that all of the shrimp comes fresh from the ponds; much of it is imported. The only way you can be sure you're buying local farm-raised shrimp is if the shrimp is still kicking. Romy's Kahuku Prawns and Shrimp Hut (Kamehameha Hwy., near Kahuku) is an arm of one of the

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Shrimp Snacks

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Shrimp Snacks

No drive to the North Shore is complete without a shrimp stop. Shrimp stands dot Kamehameha Highway from Kahaluu to Kahuku. For under $10, you can get a shrimp plate lunch or a snack of chilled shrimp with cocktail sauce, served from a rough hut or converted vehicle (many permanently parked), with picnic-table seating.

The shrimp shack phenomenon began with a lost lease and a determined restaurateur. In 1994, when Giovanni and Connie Aragona couldn't renew the lease on their Haleiwa deli, they began hawking their best-selling dish—an Italian-style scampi preparation involving lemon, butter, and lots of garlic—from a truck alongside the road. About the same time, aquaculture was gaining a foothold in nearby Kahuku, with farmers raising sweet, white shrimp and huge, orange-whiskered prawns in shallow freshwater ponds. The ready supply and the success of the first shrimp truck led to many imitators.

Though it's changed hands, that first business lives on as Giovanni's Original Shrimp Truck, parked in Kahuku town. Signature dishes include the garlic shrimp and a spicy shrimp sauté, both worth a stop.

But there's plenty of competition—at least seven stands, trucks, or stalls are operating at any given time, with varying menus (and quality).

Don't be fooled that all of the shrimp comes fresh from the ponds; much of it is imported. The only way you can be sure you're buying local farm-raised shrimp is if the shrimp is still kicking. Romy's Kahuku Prawns and Shrimp Hut (Kamehameha Hwy., near Kahuku) is an arm of one of the longest-running aquaculture farms in the area; they sell live shrimp and prawns and farm-raised fish along with excellent plate lunches. The pan-fried shrimp and buttery, locally-raised corn from the bright-yellow Shrimp Shack, parked at The Ching Store on Kamehameha Highway in Punaluu, is first-rate, too.

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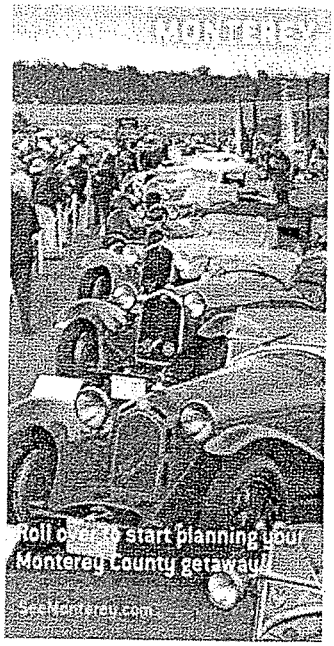

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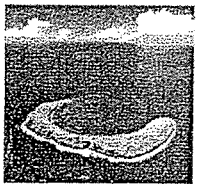

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Oahu's North Shore Shrimp Trucks

When you're driving around the island of Oahu, you won't want to miss picking up a delicious shrimp lunch at one of the shrimp trucks parked near Kahuku on Oahu's north shore. There are also several roadside stands in this area where fresh cooked shrimp are sold.

Editor Kathie Fry

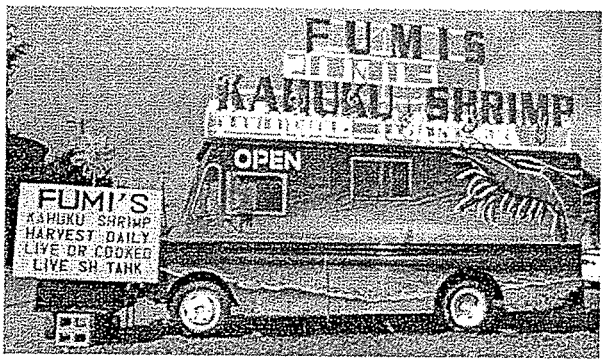

Photo Credit: Kathleen Walling Fry

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Most of the shrimp trucks on Oahu's north shore are located near the town of Kahuku, which is a well-known shrimp aquaculture area, but you will also find shrimp for sale in several other places along the road between Kualoa and Hale'iwa.

Shrimp plates are ordered at the windows of these shrimp trucks, and it is ususually served with two scoops of rice, and sometimes macaroni salad, a green salad, pineapple slices, and/or a lemon slice. Plain unadorned shrimp is available, but the most popular shrimp plates have garlic, lemon butter, hot and spicy, sweet and spicy, or a soy-based sauce. The last time I ate at a shrimp truck the prices were about $10-12 USD per plate.

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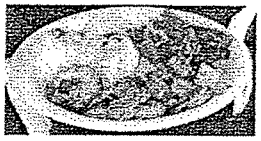

The shrimp served at these tricks is delicious, but it is also unpeeled, sometimes unveined, and very messy to eat. Be sure pick up plenty of napkins. Some of the shrimp truck locations have covered picnic tables with hawaiian music is playing.

The Shrimp Trucks

Blue Water Shrimp
This is one of newest shrimp trucks on Oahu's north shore,and it is one of the trucks that participated in the Turtle Bay Resorts 2005 "Battle of the North Shore Shrimp Trucks". Their shrimp plates come with a salad sprinkled with goat cheese and they have severalnon-shrimp items on their menu.

Famous Kahuku Shrimp Truck
This shrimp truck is usually parked in Kahuku, and they offer shrimp with lemon sauce, spicy sauce,and a sweet black peppersauce. Their menu includes several non-shrimp items.

- Review of Two North Shore Shrimp Trucks

Fumi's Kahuku Shrimp and Seafood
Fumi's brightly painted "Hawaiian sunset" shrimp truck is impossible to miss, and their shrimp plates are simple but delicious. They offer garlic sauce, lemon butter sauce, and a spicy sauce, and plates are served with two scoops of rice, fresh pineapple slices, and a green salad. I have heard that service at some trucks is not friendly, but the people at Fumi's were very and smiling the last time I was there. Fumi's is one of the shrimp trucks that participated in the Turtle Bay Resorts 2005 battle of the North Shore Shrimp Trucks.

- Photos of Fumi's Kahuku Shrimp Truck

Giovanni's Shrimp Truck
Giovanni's graffiti-covered white shrimp truck is the oldest and one of the best known shrimp trucks on Oahu's north shore. They usually parked in Kahuku and Hale'iwa. They are most famous for their garlic shrimp that has large chunks of garlic in the sauce, but they also offer lemon butter and spicy sauces.

- Giovanni's Aloha Shrimp Truck (Ono Kine Grindz)
- Review of Two North Shore Shrimp Trucks (Reiki Aloha)
- Secrets of Hawaii: Giovanni's Shrimp Truck (Port Aloha)
- Photo and Info About Giovanni's Shrimp Truck

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Macky's Kahuku Sweet Shrimp This shrimp truck is owned by Macky Chen's Chen-Lu Shrimp Farm. Plates come with two scoops of rice, a pineapple slice, a piece of sweet potato, and a green salad. Macky's was the winner of the 2005 Battle of the Northshore Shrimp Trucks" contest that was part of the Turtle Bay Resort's first annual Seafood Festival. The winning shrimp recipe was suppose to be added to the menu at the Turtle Bay Resort, but I have not been able to find out which of Macky's sauces won the competition. Does anybody know? (please send email to hawaiitravelnewsletter@gmail.com).

Romy's Kahuku Prawns and Shrimp Hut
The owners of this roadside shrimp stand at 56-781 Kamehameha Highway in Kahuku use shrimp from their own aquaculture farm,and they offer the standard garlic and spicy sauces, and also aspecial asian-style house sauce that includes soy sauce and chile sauce. Their menu includes several non-shrimp items.

The Shrimp Shack
The Shrimp Shack is a bright yellow shrimp truck that is usually parked near Kaya's Store in Punalu'u. Their menu includes shrimp with either garlic sauce or cocktail sauce, and several other items. I have heard that the Shrimp Shack does not use Kahuku shrimp, but instead prefers to use Kauai shrimp.

- Honolulu Star Bulletin Shrimp Shack Article
- 101 Things to Do Shrimp Shack Article

The Kahuku Shrimp Truck Scandal
In August 2001, 46 year old Connie Aragona was charged with robbery, extortion, and kidnapping because of her efforts to take over Troy Nistche's lucrative north shore shrimp truck business at gunpoint. See also:

- The Grass Skirt Grill in Haleiwa
- More Haleiwa North Shore Oahu Restaurants
- Dining on Oahu

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Lori Myrland, Journal Staff Writer Rapid City Journal | Posted: Sunday, August 5, 2001 11:00 pm

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Dick Kettlewell Erin Gray of Rapid City brings out a huge shrimp cocktail at Giovanni's Aloha Shrimp booth in Sturgis. Gray is a recent graduate of the University of South Dakota with majors in

business and mass communications. (Journal photo by Dick Kettlewell)

STURGIS - If you hear a rumble at the rally and it doesn't seem to be coming from the bikes, it might be your stomach.

You won't have to look far in downtown Sturgis to find the usual variety of fare, including everything from Rocky Mountain oysters to sweet potatoes, funnel cakes to spiral fries. But in a place seemingly maxed out with food booths, new vendors try their best to stand out by offering something unique.

There's Hawaiian shrimp cooked Italian-style, German sausage and sauerkraut from Idaho and - hard as this may be to believe - healthful food at a booth set up by a Martin woman.

On Monday, few vendors - food or otherwise - were reporting brisk sales, with crowds noticeably smaller than in the past two years. One-dollar bottles of water seemed to be selling as fast as anything in the

98-degree heat, but it was only the first day of the rally, and plenty of motorcycles still were streaming in from Interstate 90. Fresh-squeezed lemonade, available at several stands, also was popular.

Light rain that fell a couple of times in the afternoon cooled things off for a short time and caused some rallygoers to seek shelter under vendor canopies. Still, Sarah Thornton of Sturgis, working at an espresso booth on Main Street, said she was selling a lot more iced coffee than hot.

One place where business was lively was the Wrigley Field Bar and Grill off Exit 30. File gumbo, made with chicken, sausage and rice, was a popular seller at $4 per bowl.

Demo rides of the new Harley-Davidson V-Rod performance cruiser were popular nearby, and plenty of people were stopping in for a bowl of the hot and spicy dish from Louisiana. Unlike downtown, there are fewer places in that part of town to get a meal.

Downtown, Connie Aragona brought 10,000 pounds of jumbo shrimp to the rally to introduce her award-winning product - also hot and spicy - to the mainland. "I need to sell them all by Sunday," said Aragona, who has sold Giovanni's Aloha Shrimp from a truck on Oahu's North Shore since 1994. She sells 6,000 pounds of shrimp a month, cooked to order.

Her 1951 Ford truck has become a landmark there, and Aragona and two business partners hope to market their garlic marinade and hot sauce on the mainland.

The shrimp scampi she's selling at the rally is marinated in chopped garlic, olive oil, lemon, butter and white wine, then sauteed, giving it a strong flavor. It's served on a bed of steamed rice with roasted garlic on top. Hot sauce, made using a recipe from Aragona's great-great-grandparents, is optional. The marinade is a recipe Aragona got from her ex-mother-in-law, a native of Naples. Giovanni is Aragona's ex-husband.

Aragona rides a Harley in Hawaii and had always heard about the Sturgis rally. She decided to launch her product's mainland debut here and already is planning to return next year.

A native of Mozambique who is of Portuguese descent, this is Aragona's first time in the Midwest and her

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O'ahu - Kahuku: Giovanni's Shrimp Truck - Shrimp Scampi

Giovanni's Shrimp Truck, a green-colored white shrimp truck, is one of the best known shrimp trucks on O'ahu's north shore. Usually parked on Kamehameha Highway just past Pupukea Street in Kahuku, Giovanni's is famous for their shrimp scampi, but also serve a hot and spicy shrimp and a lemon and butter shrimp. Started in 1993 by the Aragona family, Giovanni's was sold to Troy Nakamura in 1997. Giovanni's sells an average of 400 plates of shrimp a day.

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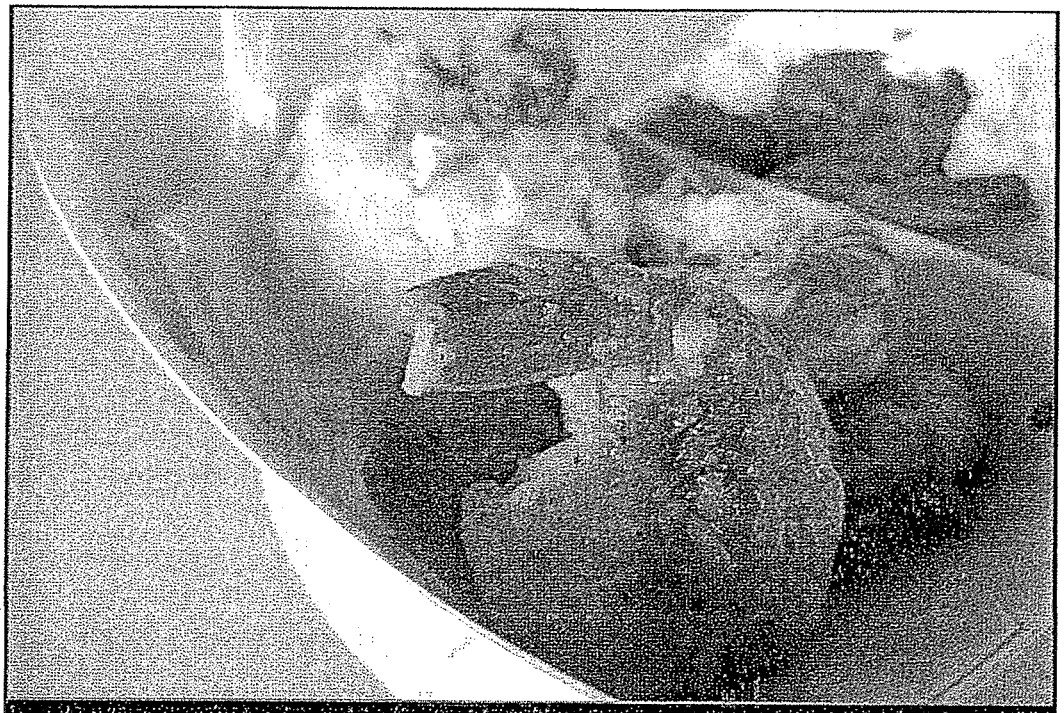

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O'ahu - Kahuku: Giovanni's Shrimp Truck - Shrimp Scampi

Giovanni's Shrimp Truck, a graffiti-covered white shrimp truck, is the oldest and one of the best known shrimp trucks on O'ahu's north shore. Usually parked off Kamehameha Highway just past Puuluana Street in Kahuku, Giovanni's is famous for their shrimp scampi, but also serve a hot and spicy shrimp and a lemon and butter shrimp. Started in 1993 by the Aragona family, Giovanni's was sold to Troy Nitsche in 1997. Giovanni's sells an average of 400 plates of shrimp a day.

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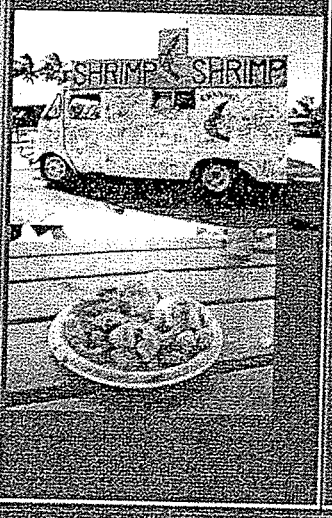
More Insider Dining Experiences

The Shrimp Shacks/Trucks

The shrimp shack phenomenon began with a lost lease and a determined restaurateur. In 1994, when Giovanni and Connie Aragona couldn't renew the lease on their Hale'iwa deli, they began hawking their best-selling dish — an Italian-style scampi preparation involving lemon, butter, and lots of garlic — from a truck alongside the road.

About the same time, aquaculture was gaining a foothold in nearby Kahuku, with farmers raising sweet, white shrimp and huge, orange-whiskered prawns in shallow freshwater ponds. The ready supply and the success of the first shrimp truck led to many imitators.

Now, no trip to the North Shore or around the Island is complete without a stop for these delicious morsels.



Giovanni's Original White Shrimp Truck says it all. Around for 11 years, this institution among North Shore shrimp stops is the oldest and best known, making Saveur magazine's 100 list for 2004. Started by the Aragona family, Giovanni's was sold to current owner, Troy Nitsche in 1997.

The traditional-style shrimp scampi plate ($11) has 12 de-veined Neighbor Island shrimp swimming in a succulent, mildly spicy sauce. We couldn't help eating all of the sauce-soaked two scoops of rice even though we were starting to feel the effects of the shrimp and butter.

- Location: Kahuku, near the sugar mill
- Phone: (808)293-1839
- Times: 11 a.m.-6:30 p.m. daily (last order taken at 6:15 p.m.)

Call first for latest up to date info if prices and times are important.

Kahuku location: six shaded plastic picnic tables set on gravel with requisite Hawaiian music.

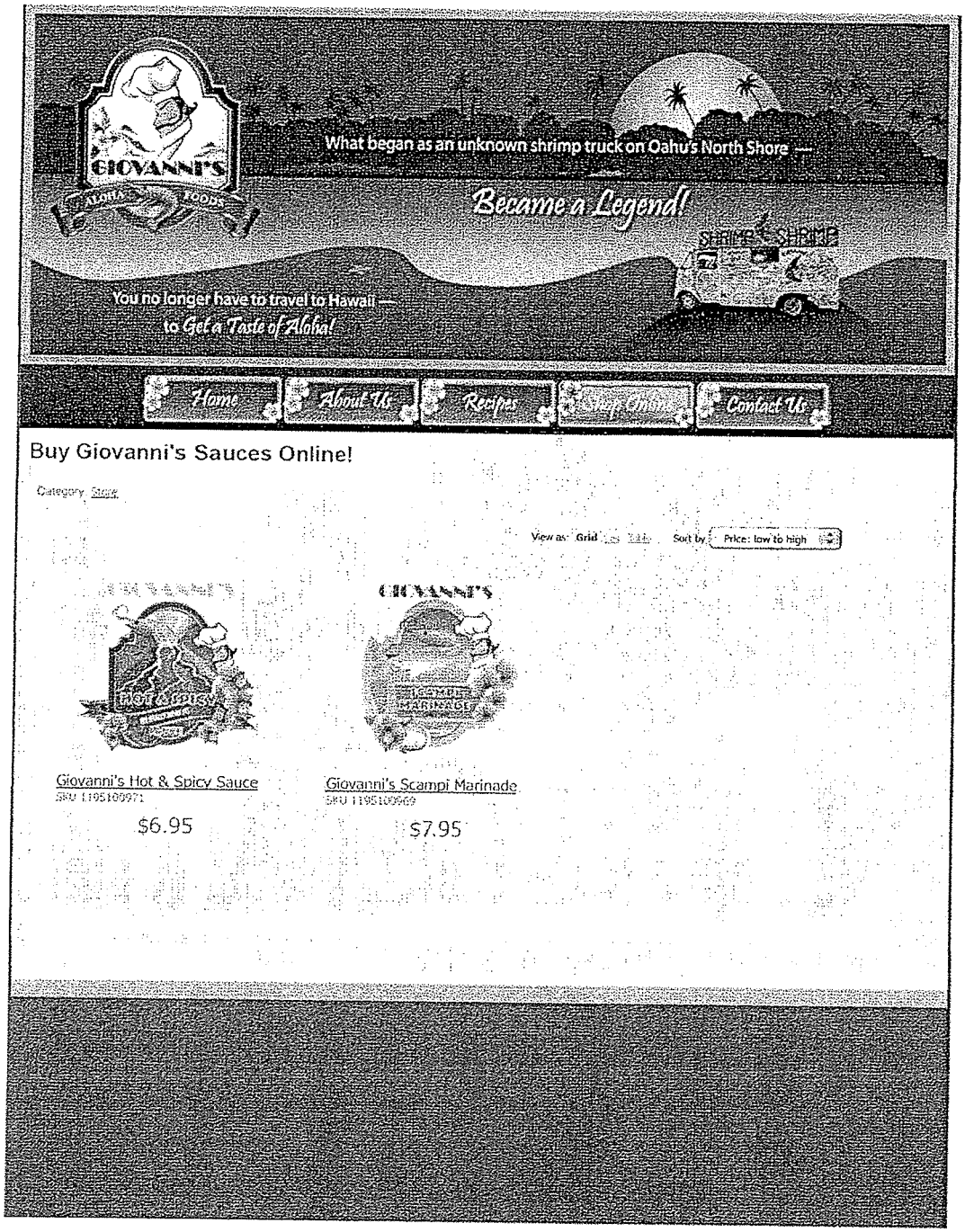
The Hale'iwa site offers three tables but no shade.

Bright banana-yellow Shrimp Shack in Punalu'u is the cleanest and quaintest shrimp stop. Owner Irene Theofanis has operated it for 9 years and was featured on a Food Network special called "Beach Eats." Theofanis uses Kaua'i shrimp and believes they are cleaner because of their special diet and a well-controlled environment in plastic-lined pens with recirculated water.

The quarter-pound of pan-fried garlic shrimp (at $9.75, the least expensive plate) equaled 12 pieces and arrived with rice and a choice of homemade cocktail sauce or garlic butter on the side. The shrimp packed just a bit of spicy heat, lasting as if they had been sauteed in a dry spice rub and lightly salted.

Wash it all down with a lilikoi float ($1.75) or a cold beer from Kaya's next door.

- Location: Punalu'u, at Kaya's Store
- Tele:(808) 255-5529
- Times:10 a.m.-4 p.m. Tuesdays-Sundays
  11 shaded wooden picnic tables on a manicured lawn. Hawaiian music wafts in the background.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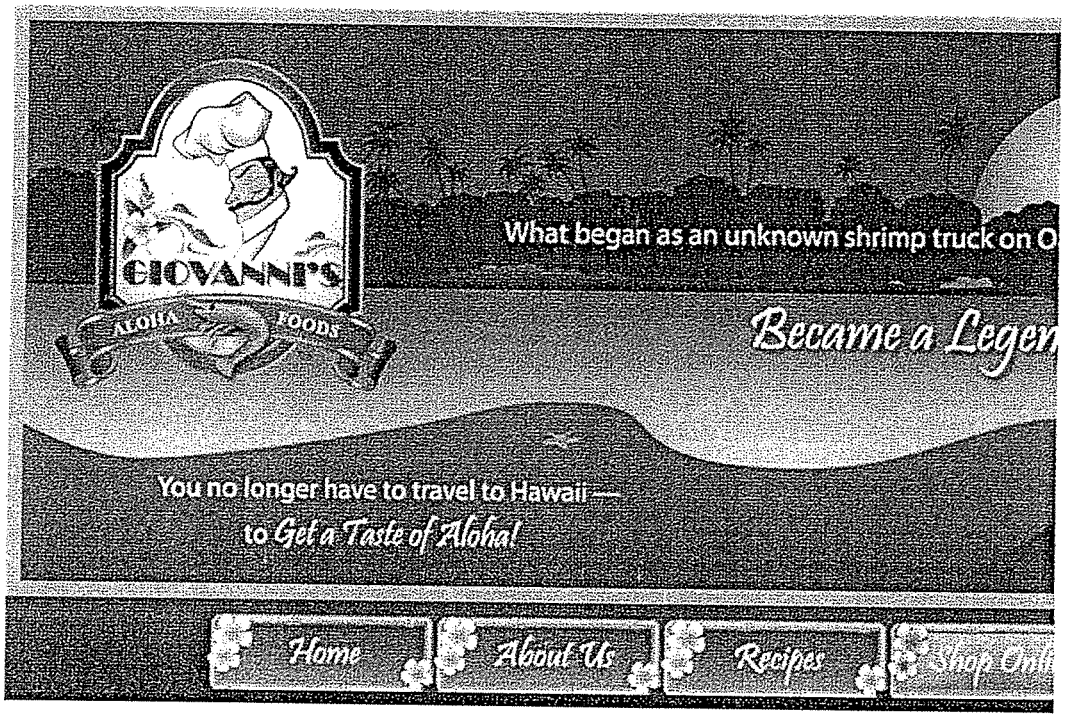

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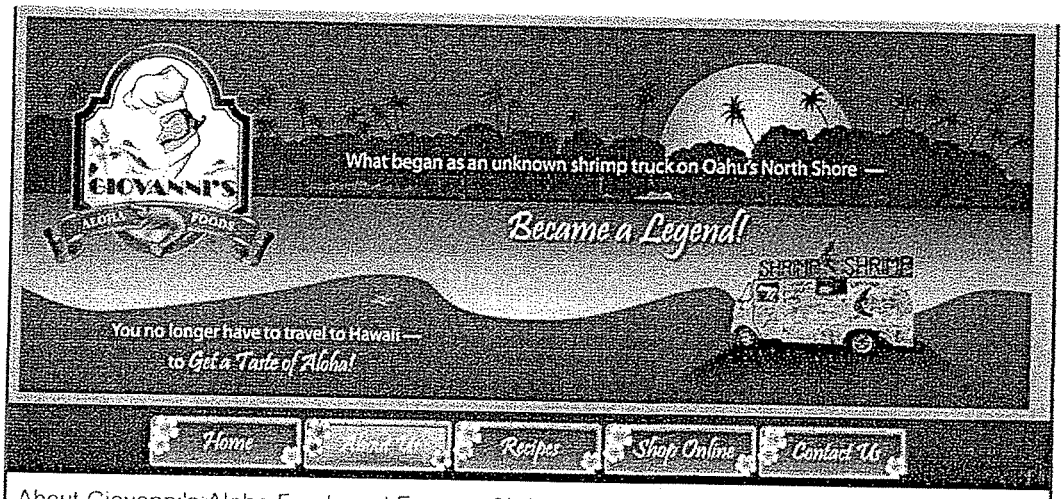

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About Giovanni's Aloha Foods and Famous Shrimp Sauce!

What began as an unknown, white shrimp truck on Oahu, Hawaii's North Shore —
Became a Legend ...

Known for it's succulent shrimp morsels served up hot and tasty, Giovanni's Aloha Foods has been pleasing palettes since 1997. Giovanni's Hot & Spicy Sauce, a sauce almost as hot as volcanic lava, has been known to bring customers to their knees, while the mild, but flavor-packed, Giovanni's Scampi Marinade has brought nothing but delight to customers. AND NOW YOU CAN BUY IT IN A BOTTLE!

Our Customers Say

"Our friend told us to stop at the "White Shrimp Truck" in Kahuku, and we're glad we did! The garlic scampi was our family's overall favorite, and I loved the Hot & Spicy. I really mean it! I collect hot sauce from all over the place. Barbados to Belize, Louisiana to Los Angeles, and your secret African Roots and spice are truly unique. I can't wait till you start bottling it."

— Eddie, Terry & Jacob Coleman, Venice, Calif.

"Thanks for serving some of Oahu's finest tastiest, freshest shrimp scampi. We really enjoyed dining daily at the white shrimp truck, during our recent vacation. Your shrimp is the BEST!"

— Harry & Rochelle Pilion, University Heights.

"We think your shrimp scampi is the best we have eaten anywhere."

— Jim & Mary Jane West Lufkin, Texas

"You have been one of "A list" stops on our list of must see sights on Oahu As always it was the most scrumptious meal."

— Lou Harris San Mateo, California

"Still looking forward to seeing you and having your famous shrimp sauces."

— Gerda Vienna, Austria

"I miss talking to you and eating your incredible shrimp. I'll see you soon in paradise."

— Yasser Alexandria, Egypt

"The thing I miss most is my shrimp fix."

— Pat & Clyde Jacobs Vancouver, Canada

"Best shrimp ever!"

— Yuki, Tokyo, Japan

"We enjoyed the best shrimp of Oahu"

— Ann & Eric Appelt Nurnberg, Germany

"The hottest shrimp ever!"

— Allan Ciaport, Montpellier, France

Giovanni's Famous White truck shrimp sauce http://giovannissauces.com/about_giovanni... 2 of 2

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HAWAII'S COUPONS SOURCE

Posted on: Friday, September 24, 2004

What's a drive in the country without shrimp?

Editor's note: Today we introduce our new restaurant critic, Helen Wu, a graduate of the University of Hawai'i (Asian studies) and of the Kapi'olani Community College culinary arts program, where she received outstanding- student and culinary-excellence awards, and also wrote for Kapio, the student journal. Wu wrote for The Advertiser while in school, as well.

By Helen Wu
Advertiser Restaurant Critic

No drive to the North Shore is complete without a meal at one of the shrimp stands that have sprouted along the highway as a result of the development of aquaculture farms here. These are now are some of the most recognized dining spots in an area of the island not known for food.

My mission was to compare and contrast the shrimp shacks, and I brought my mother (a self-professed shrimp fanatic who can suck in a whole shrimp, head and all, and just spit out the shell). During two forays, we tried garlic butter scampi-style shrimp plates at a half-dozen spots. One caution: Shrimp shacks come and go, and hours vary. Be flexible.

Shrimp Shack

Bright banana-yellow Shrimp Shack in Punalu'u is the cleanest and quaintest shrimp stop. Owner Irene Theofanis has operated it for six years and was featured on a Food Network special called "Beach Eats." Theofanis uses Kaua'i shrimp and believes they are cleaner because of their special diet and a well-controlled environment in plastic-lined pens with recirculated water.

At Romy's Kahuku Prawns & Shrimp Hut, after the big crustaceans are put on the plate, a sauce loaded with sautÛed garlic chunks is ladled on. The shrimp and prawns are harvested daily from ponds. Deborah Booker - The Honolulu Advertiser

The quarter-pound of pan-fried garlic shrimp (at $9.75, the least expensive plate) equaled 12 pieces and arrived with rice and a choice of homemade cocktail sauce or garlic butter on the side. The shrimp packed just a bit of spicy heat, tasting as if they had been sautÛed in a dry spice rub and lightly salted. Wash it all down with a liliko'i float ($1.75) or a cold beer from Kaya's next door.

Also on the menu: snow crab legs ($12.75); mussels ($8.25); chili rice ($3.50); hot dog ($2); Kahuku corn on a stick ($2).

Ambience: 11 shaded wooden picnic tables on a manicured lawn. Hawaiian music wafts in the background.

Giovanni's Original White Shrimp Truck

The sign for graffiti-covered Giovanni's Original White Shrimp Truck says it all. Around for 11 years, this institution among North Shore shrimp stops is the oldest and best known, making Saveur magazine's 100 list for 2004. Started by the Aragona family, Giovanni's was sold to current owner Troy Nitsche in 1997. By the time you read this, a new, modernized shrimp truck will have replaced the old one in Kahuku. New graffiti already are beginning to decorate it.

The traditional-style shrimp scampi plate ($11) had 12 de-veined Neighbor Island shrimps swimming in a succulent, mildly spicy sauce. We couldn't help eating all of the sauce-soaked two scoops of rice even though we were starting to feel the effects of the shrimp and butter. Lots of garlic chunks in the sauce and a huge lemon wedge offer extra flavor. It's easy to see why Giovanni's sells an average of 400 plates a day.

Also on the menu: hot and spicy and lemon butter sautÛed shrimp. Half plates, $6.

Ambience: at Kahuku location, six shaded plastic picnic tables set on gravel with requisite Hawaiian music. The Hale'iwa site offers three tables but no shade.

Famous Kahuku Shrimp Truck

The Famous Kahuku Shrimp Truck is nearly a twin of Giovanni's but with an Asian spin. Owner

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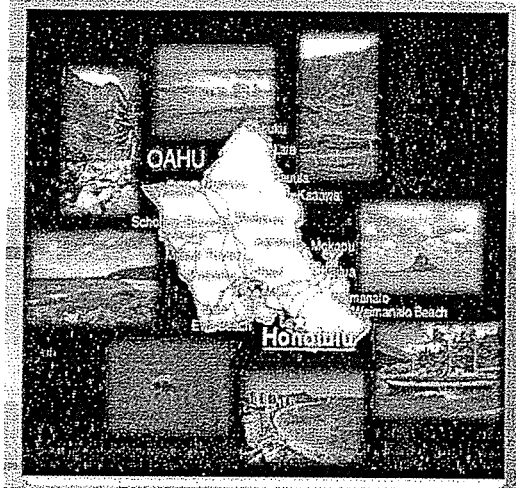

Top 5 Things To Do on Your First Trip to Oahu:

5. Hike to the top of Diamond Head Crater.
4. Taste a REAL Hawaiian Shave Ice,,, not like the Mainland snow cones.
3. Visit the USS Arizona and USS Missouri memorials at Pearl Harbor.
2. Take a drive to Haleiwa and the North Shore. Watch the surf competition.
1. Eat at a luau and watch a traditional hula show.

Top 5 Family Activities on Oahu:

5. Learn about Hawaiian history at the Bishop Museum.
4. Take a surfing lesson on Waikiki Beach.
3. Find your way out of the garden maze at Dole Pineapple Plantation. Taste the samples of pineapple fruit and juice.
2. Walk in the water and feed the fish at Hanauma Bay.
1. See 350 species of aquatic animals and plants at the Waikiki Aquarium.

10 Things
Uncle Ernie says you shouldn't leave Hawaii without

Buy a T-shirt from Matsumoto's Shave Ice. If you wear it at the gym when you get home you will be amazed at how many people will smile at you and start up a conversation about their trips to Hawaii. Get a shave ice while you are there too. Ice cream on the bottom, do best. Hint: when you place your order, note how I said "SHAVE ICE" not "shaved ice".

A PINEAPPLE. It's a tasty trial. Yes, you may have tasted pineapple from the Safeway back home. But there is nothing like the sweetness of a FRESHLY picked pineapple just hours off the plant. The Dole Plantation has free samples... or go to COSTCO for the plastic container, already cut up. A refreshing snack during the drive in the car. Keep it cool. At the plantation. Order a box of 6, 8 or 12 to take home for friends and the neighbor who has been picking up your newspaper and mail. If you order at the airport, you will pay a PREMIUM upprice. You're going to it out of guilt anyway... so just order them there. They'll deliver to the airport for you. If you can get the MAUI GOLD
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To:	LuckyU Enterprises, Inc. (gioshrimp@aol.com)
Subject:	U.S. TRADEMARK APPLICATION NO. 85201288 - GIOVANNI'S ALOHA SHRIMP - N/A
Sent:	8/24/2011 11:22:21 PM
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Attachments:	

IMPORTANT NOTICE REGARDING YOUR TRADEMARK APPLICATION

Your trademark application (Serial No. 85201288) has been reviewed. The examining attorney assigned by the United States Patent and Trademark Office ("USPTO") has written a letter (an "Office Action") on 8/24/2011 to which you must respond. Please follow these steps:

1. Read the Office letter by clicking on this link OR go to http://tmportal.uspto.gov/external/portal/tow and enter your serial number to access the Office letter.

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

2. **Respond** within 6 months, calculated from **8/24/2011** (*or sooner if specified in the Office letter*), using the Trademark Electronic Application System **Response to Office Action form.** If you have difficulty using the USPTO website, contact TDR@uspto.gov.

3. **Contact** the examining attorney who reviewed your application with any questions about the content of the office letter:

/C. Skye Young/
Trademark Examining Attorney
Law Office 117
Ph: (571) 272-9713
Fx: (571) 273-9117
Em: skye.young@uspto.gov

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LETTER OF PROTEST MEMORANDUM

DATE: August 15, 2011

TO: Skye Young
Examining Attorney
Law Office 117

FROM: Jennifer Chicoski
Office of the Deputy Commissioner for
Trademark Examination Policy

SUBJECT: Letter of protest concerning Application Serial No. 85-201288 for the mark "GIOVANNI'S ALOHA SHRIMP" for "Providing of food and drink; Providing of food and drink via a mobile truck; Restaurant services, including sit-down service of food and take-out restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises; Serving food and drinks" in International Class 43.

A letter of protest filed before publication has been accepted because the evidence submitted by the protester is relevant and may support a reasonable ground for refusal appropriate in *ex parte* examination. Therefore, you must consider the following and make an independent determination whether to issue a requirement or refusal based on the objections raised in the letter of protest:

Possible false suggestion of a connection with John "Giovanni" Aragona under Section 2(a), 15 U.S.C. §1052(a), and/or lack of consent of John "Giovanni" Aragona under Section 2(c), 15 U.S.C. §1052(c).

Please see the attached evidence of Mr. Aragona's mobile shrimp truck "Giovanni's Original Shrimp Truck" and menu items sold under the name "Giovanni's Aloha Shrimp."

NOTE: The acceptance of a letter of protest filed before publication is not a legal determination by the USPTO of registrability, nor is it meant to compromise the integrity of the ex parte examination process. It merely serves to bring the submitted evidence to the attention of the examining attorney, who determines whether a refusal or requirement should be raised or ultimately made final.

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Charges Filed in Shrimp Truck Extortion - Honolulu Star-Bulletin ...
Aug 24, 2001 ... The owner of **Giovanni's Aloha Shrimp** Wagon says he was ... of the **Giovanni's Aloha Shrimp** Wagon in Kahuku from **Aragona** and her husband in ...
archives.starbulletin.com/2001/08/24/news/story2.html - Cached - Similar

honoluluadvertiser.com
Aug 24, 2001 ... According to the affidavit, **Aragona** met with Nistche at **Giovanni's Aloha Shrimp** on Waiahona Street on Sunday and demanded that he sell back ...
the.honoluluadvertiser.com/article/2001/Aug/24/ln/ln17a.html - Cached

honoluluadvertiser.com
Aug 23, 2003 ... The former owner of the popular **Giovanni's Aloha Shrimp** ...
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'Ono Kine Grindz: Giovanni's Aloha Shrimp
According to the Hawaii DCCA website, **Giovanni's Aloha Shrimp**, LLC is owned by Connie **Aragona** and James Goodrich. BTW...thanks for the link to the piripiri ...
onokinegrindz.typepad.com/ono_kine.../giovannis_shrim.html?cid... - Cached

Shrimp Trucks of Oahu's North Shore
Giovanni's Aloha Shrimp Truck (Ono Kine Grindz); Review of Two North Shore **Shrimp** ... In August 2001, 46 year old Connie **Aragona** was charged with robbery, ...
www.hawaiifor visitors.com/oahu/.../kahuku-shrimp-trucks.htm - Cached - Similar

O'ahu - Kahuku: Giovanni's Shrimp Truck - Shrimp Scampi | Flickr ...
Started in 1993 by the **Aragona** family, **Giovanni's** was sold to Troy Nitsche in 1997. **Giovanni's** sells an average of 400 plates of **shrimp** a day. ...
www.flickr.com/photos/wallyg/4773177246/ - Cached

O'ahu - Kahuku: Giovanni's Shrimp Truck | Flickr - Photo Sharing!
May 25, 2010 ... Started in 1993 by the **Aragona** family, **Giovanni's** was sold ...
www.flickr.com/photos/wallyg/4772537185/ - Cached

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Rally eats eclectic treats
7 posts - Last post: Aug 5, 2001
"I need to sell them all by Sunday," said **Aragona**, who has sold **Giovanni's Aloha Shrimp** from a truck on Oahu's North Shore since 1994. ...
www.rapidcityjournal.com/article_e40ebd3a-996e-5fd1-b1ac-e81150e53985.html

HECO > Pasta Dessert (Aletria)
Pasta Dessert (Aletria). Demonstrated by: Connie **Aragona** of **Giovanni's Aloha Foods** and Portuguese Pioneer Civic Association ...
www.maulelectric.com/.../menuitem.33c4127c7938fd26dce8d210c510b1ca?... - Cached

Fiery Foods and Barbecue SuperSite - Hawaii: Honolulu Heat
There I had a lunch of spicy **shrimp** out of **Giovanni's Shrimp** Truck. It turns out that Portuguese owner Connie **Aragona** is from Mozambique, Africa, ...
www.fiery-foods.com/chiles.../1953-hawaii-honolulu-heat - Cached - Similar

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151 Reviews of Giovanni's Aloha Shrimp Truck "giovanni's definitely has good shrimp. better than shrimp shack, imo. the shrimp they serve is really fresh ...
www.yelp.com › Restaurants › Seafood - Cached

Giovanni's Aloha Shrimp - Phoa, HI
★★★★½ 9 reviews - Price range: $$
9 Reviews of Giovanni's Aloha Shrimp "You want plump and tasty shrimp ...
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www.portaloha.com/SecretsOfHawaii/KailuaBeach.htm - Cached - Similar

Giovanni's Aloha Shrimp - Kahuku, Hawaii - Yahoo! Travel
★★★★½ 8 reviews
Giovanni's Aloha Shrimp, Kahuku - find photos, descriptions, maps, reviews, and expert advice on Yahoo! Travel.
travel.yahoo.com › ... › Oahu › Kahuku › Kahuku Restaurants - Cached - Similar

'Ono Kine Grindz: Giovanni's Aloha Shrimp
May 31, 2004 ... Giovanni's Aloha Shrimp Today was a wonderful day to take a drive to the North Shore. Why? Because it was a holiday and I didn't have to go ...
onokinegrindz.typepad.com/ono.../giovannis_shrim.html - Cached - Similar

Giovanni's Aloha Shrimp
Giovanni's Aloha Shrimp in Pahoa is the first sit-down Giovanni's location and the third in the state of Hawaii.
www.tasteofaloha.com/restaurants/giovannis+aloha+shrimp - Cached

Giovanni's Aloha Shrimp #2 | Flickr - Photo Sharing!
Roadside shrimp stands such as these are an institution on the north shore of O'ahu. Giovanni's in Kahuku sells an average of 400 plates a day, each with 12 ...
www.flickr.com/photos/78792726@N00/2654071207/ - Cached

Giovanni's Aloha Shrimp | North Shore, Kahuku | Hawaii Restaurants ...
May 15, 2011 ... Hawaii Restaurants and Dining Guide for the island of Oahu. Find every place to eat from Hole in the walls to Fine Dining Restaurants.
eatouthawaii.com/restaurant.php?res_id=1115&area_id=10 - Cached

Giovanni's Aloha Shrimp Restaurant Reviews and Tips - Kahuku
Find 3 reviews on Giovanni's Aloha Shrimp Kahuku restaurant on Gogobot. Average rating is 5/5. "Giovanni's is the best shrimp truck on all of Oahu.
www.gogobot.com/giovannis_aloha_shrimp-kahuku-restaurant - Cached

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Aug 24, 2001 ... On Sunday, police said Aragona met with Nistche at Giovanni's Aloha ... is a fixture on the North Shore and its hot sauce for shrimp won a ...
archives.starbulletin.com/2001/08/24/news/story2.html - Cached - Similar

'Ono Kine Grindz: Giovanni's Aloha Shrimp
I love the giovanni's hot and spicy sauce, but i live in arizona and have ... Giovanni's Aloha Shrimp, LLC is owned by Connie Aragona and James Goodrich. ...
onokinegrindz.typepad.com/ono_kine.../giovannis_shrim.html?cid... - Cached

Fans of Giovanni's Original White Shrimp Truck Kahuku, HI ...
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www.facebook.com/group.php?gid=52088951043&v=wall

Rally eats eclectic treats
7 posts - Last post: Aug 5, 2001
Hot sauce, made using a recipe from Aragona's ... Giovanni is Aragona's ex-husband. Aragona rides a Harley in Hawaii and had always heard ...
www.rapidcityjournal.com/article_a40ebd3a-906e-5fd1-b1ac-e81150e53085.html

What's a drive in the country without shrimp? - Honolulu Advertiser
Sep 24, 2004 ... Started by the Aragona family, Giovanni's was sold to current owner Troy Nitsche in ... with either a garlic glaze or sweet and hot sauce. ...
the.honoluluadvertiser.com/article/2004/Sep/24/.../en12a.html - Cached - Similar

Fiery Foods and Barbecue SuperSite - Hawaii: Honolulu Heat
I pushed on and went to the hot sauces. I was incinerated by a shot of North Shore's ... There I had a lunch of spicy shrimp out of Giovanni's Shrimp Truck. It turns out that Portuguese owner Connie Aragona is from Mozambique, Africa, ...
www.fiery-foods.com/chiles.../1963-hawaii-honolulu-heat - Cached - Similar

Shrimp Trucks of Oahu's North Shore
... lemon butter, hot and spicy, sweet and spicy, or a soy-based sauce. ... Giovanni's graffiti-covered white shrimp truck is the oldest and one of the best known ... of garlic in the sauce, but they also offer lemon butter and spicy sauces. ... In August 2001, 46 year old Connie Aragona was charged with robbery, ...
www.hawaiifervisitors.com/oahu/.../kahuku-shrimp-trucks.htm - Cached - Similar

Banquets
River fish a la dodine [a sauce of almond meal, garlic and egg] , savoury rice, a bourrey [stew] with hot sauce and eels reversed [yet ... The Wedding Banquet of the Marquis Trivulzio with Beatrice d'Avalos d'Aragona, Milan, 1488, ...
www.sca.org.au/st_florians/university/library/.../banquets.htm - Cached

The Italian Food Guide: The Ultimate Guide to the Regional Foods ... - Google Books Result
Touring Club of Italy - 2002 - Cooking - 552 pages
... sauce) and the tortine caide di mela annurca (hot annwrca apple cakes), ... 10 ·0817646016 MNJH aRa Ferrovia j" via Alfonso d'Aragona 2 1 - 0815538525 ...
books.google.com/books?isbn=8836525385...

Choosing The Best Gifts For Men Virginia Beach VA - Virginia Beach ...
345 Aragona Boulevard Virginia Beach, VA. Data Provided by: ... bottle opener, a vacation to Las Vegas, hot sauce of the month clubs, custom bobble head, ...
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TASTE OF HAWAII: GIOVANNI'S ORIGINAL SHRIMP TRUCK - AT HOME
Apr 8, 2011 ... Well, we always buy a few containers of the hot sauce every time we go to Giovanni's. With the sauce in hand, my wife cooks the shrimp to ...
greateatshawaii.blogspot.com/.../giovannis-original-shrimp-truck-at-home.html - Cached

2003 > Giovanni's Alpha Foods, LLC 18-Sep-03
Oct 27, 2009 ... FDA analysis of a sample (# 188982) collected from your firm on February 21, 2003, confirmed that Giovanni's Hot Sauce contains sodium ...
www.fda.gov › ... › Enforcement Actions › Warning Letters - Cached

Giovanni's [Archive] - HawaiiThreads.com
14 posts - 5 authors - Last post: May 10, 2008
Friends: Does any one have any idea how I can buy a bottle of Giovanni's hot and spicy sauce and have it mailed to me? ...
www.hawaiithreads.com › ... › Ka Nohona › Kaukau Korner - Cached

Personal Chef - Chef Giovanni: Personal Chef -- Lessons -- Hot ...
I also offer a full line of all-natural crushed-pepper hot sauces under my Chef Giovanni brand! Whether or not you're a hot-sauce lover, you'll love my hot ...
www.thumbtack.com › New York - Cached

K&N Sponsored Giovanni Scelzi Wins First Time Out in the ...
So far this year the win total for Giovanni "Hot Sauce" Scelzi stands at 17 - that's the Jr. Sprint and now Restricted 600 Class combined. ...
www.knfilters.com/news/news.aspx?ID=2633 - Cached

Chef Giovanni - Home
Chef Giovanni will be selling his All-Natural Crushed-Pepper Sauces, Hot Sauces, and Marcona almonds, as well as promoting his other services, ...
chefgiovanni.vpweb.com/ - Cached - Similar

Hot Cooker With Ana Giovanni-Tomato Sauce

7 min - Feb 9, 2009 - Uploaded by alldrus83
tinyurl.com - Get all recipies that you want here
www.youtube.com/watch?v=3YvoLiVhL6

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Menu - Giovanni's Pizza
Steaming hot spaghetti topped with Giovanni's delicious meat sauce, covered with two kinds of cheese and then baked. Served with your choice of garlic bread ...
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Charges Filed in Shrimp Truck Extortion - Honolulu Star-Bulletin ...
Aug 24, 2001 ... "Giovannis' Aloha Shrimp Truck" at Kahuku. They sell ... Aragona later went to the shrimp truck and demanded the cash box from one of the ...
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Giovanni's Shrimp Truck, a graffiti-covered white shrimp truck, ... Started in 1993 by the Aragona family, Giovanni's was sold to Troy Nitsche in 1997.
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The Shrimp Shacks/Trucks. The shrimp shack phenomenon began with a lost lease and a determined restaurateur. In 1994, when Giovanni and Connie Aragona ...
www.hawaiivacationinsider.com/shrimpshacks.htm - Cached

Shrimp Snacks | Honolulu and Oahu Features | Fodor's Travel Guides
In 1994, when Giovanni and Connie Aragona couldn't renew the lease on their Haleiwa ... that first business lives on as Giovanni's Original Shrimp Truck, ...
www.fodors.com/world/north-america/usa/.../feature_30027.html - Cached

honoluluadvertiser.com
Aug 24, 2001 ... Later that evening, Aragona and one of the assailants went to Giovanni's Aloha Shrimp truck in Kahuku and demanded the cash box from the ...
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In 1994, when Giovanni and Connie Aragona couldn't renew the lease on ... The ready supply and the success of the first shrimp truck led to many imitators. ...
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Giovanni's Shrimp Truck - North Shore - Kahuku | Urbanspoon
38 reviews - Price range: $10-15 per entree
Giovanni's Shrimp Truck, Seafood Restaurant in North Shore. See the menu, 17 photos, 8 blog posts and 32 user reviews. Reviews from critics, food blogs and ...
www.urbanspoon.com › Hawaii › Greater Oahu › North Shore - Cached

Secrets of Hawaii- Lanikai and Kailua Beach
Secrets of Hawaii : Kailua and Lanikai Beaches. Lanikai Beach: Lanikai means "heavenly sea" in the Hawaiian language. And at Lanikai Beach that is exactly ...
www.portaloha.com/SecretsOfHawaii/KailuaBeach.htm - Cached - Similar

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Cancellation No. 92057023
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v.	:	Cancellation No. 92057023
John "Giovanni" Aragona	:	
Respondent.	:	

Troy Nitsche Deposition **Exhibit: 7B**

Exhibit Offered by Petitioner

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Giovanni's Aloha Shrimp Today was a wonderful day to take a drive to the North ... As I went to retrieve my plate of shrimp scampi, I overheard the order .... Giovanni's Aloha Shrimp, LLC is owned by Connie Aragona and James Goodrich, ...
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Giovanni's Shrimp Truck - Kahuku, HI
770 reviews - Price range: $$
After a day at the beach Giovanni's Shrimp Truck hits the spot! Been here twice. I've tried the Shrimp scampi, a garlic lover's dream and the lemon butter, ...
www.yelp.com › Restaurants › Seafood - Cached - Similar

Recipe: Giovanni Shrimp Scampi
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Shrimp Scampi from Giovanni's Shrimp Truck

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We review the legendary **Giovanni's Shrimp** Truck in Kahuku, Hawaii. Full Review Here: wp.me Check out LOLthatsTasty.com for more reviews!
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Aug 31, 2009 ... *I tried out **Giovanni's** signature **shrimp scampi** and hot and spicy shrimp but* opted out the rice. The shrimps are delicious! ...
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Feb 28, 2011 ... Enjoy this video starring porn star Aria **Giovanni** as she shows the world how to cook **Shrimp Scampi** Linguini. Hehe, she said ling-uini. ...
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Giovanni shrimp scampi recipe - CookEatShare
We stumbled upon the world-famous **Giovanni's** White Shrimp truck at the north shore of ... I definitely think the **shrimp scampi** is better had elsewhere. and ...
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SHRIMP SHACKS

NO DRIVE TO THE NORTH SHORE is complete without a shrimp stop. Shrimp stands dot Kamehameha Highway from Kahalu'u to Kahuku. For under $10, you can get a shrimp plate lunch or a snack of chilled shrimp with cocktail sauce, served from a rough hut or converted vehicle (many permanently immobile), with picnic table seating.

The shrimp shack phenomenon began with a lost lease and a determined restaurateur. In 1994, when Giovanni and Connie Aragona couldn't renew the lease on their Hale'iwa deli, they began hawking their best-selling dishes on Italian

Though it's changed hands, that first business lives on as Giovanni's Original Shrimp Truck, parked in Kahuku town. Signature dishes include the garlic shrimp and a spicy shrimp sautée, both worth a stop.

But there's plenty of competition—at least seven stands, trucks, or stalls are operating at any given time, with varying menus (and quality).

Don't be fooled that all that shrimp comes fresh from the ponds; much of it is imported. The only way you can be sure you're buying local farm-raised shrimp is if the shrimp is still kicking. Romy's Kahuku Prawns and Shrimp Hut is an arm

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Shrimp Shacks

No drive to the North Shore is complete without a shrimp stop. Shrimp stands dot Kamehameha Highway from Kahalu'u to Kahuku. For under $12, you can get a shrimp plate lunch or a snack of chilled shrimp with cocktail sauce, served from a rough hut or converted vehicle (many permanently immobile), with picnic table seating.

The shrimp shack phenomenon began with a lost lease and a determined restaurateur. In 1994, when Giovanni and Connie Aragona couldn't renew the lease on their Hale'iwa deli, they began hawking their best-selling dish—an italian-style scampi preparation involving lemon, butter, and lots of garlic—

Though it has changed hands, that first business lives on as Giovanni's Original Shrimp Truck, parked in Kahuku town. Signature dishes include the garlic shrimp and a spicy shrimp sautée, both worth a stop.

But there's plenty of competition—at least a half-dozen stands, trucks, or stalls are operating at any given time, with varying menus (and quality).

Don't be fooled that all that shrimp comes fresh from the ponds; much of it is imported. The only way you can be sure you're buying local farm-raised shrimp is if the shrimp is still kicking. Romy's Kahuku Prawns and Shrimp Hut

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Shrimp Snacks

No drive to the North Shore is complete without a shrimp stop. Shrimp stands dot Kamehameha Highway from Kahalu'u to Kahuku. For under $10, you can get a shrimp plate lunch or a snack of chilled shrimp with cocktail sauce, served from a rough hut or converted vehicle (many permanently parked), with picnic-table seating.

The shrimp shack phenomenon began with a lost lease and a determined restaurateur. In 1994, when Giovanni and Connie Aragona couldn't renew the lease on their Hale'iwa deli, they began hawking their best-selling dish—an Italian-style scampi preparation involving lemon, butter, and lots

Though it's changed hands, that first business lives on as Giovanni's Original Shrimp Truck, parked in Kahuku town. Signature dishes include the garlic shrimp and a spicy shrimp sauté, both worth a stop.

But there's plenty of competition—at least seven stands, trucks, or stalls are operating at any given time, with varying menus (and quality).

Don't be fooled that all of the shrimp comes fresh from the ponds; much of it is imported. The only way you can be sure you're buying local farm-raised shrimp is if the shrimp is still kicking. Romy's Kahuku Prawns and Shrimp Hut (Kamehameha Hwy., near Kahuku) is one of two of the

Shrimp Snacks

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Shrimp Snacks

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Don't be fooled that all of the shrimp comes fresh from the ponds: much of it is imported. The only way you can be sure you're buying local farm-raised shrimp is if the shrimp is still kicking. Romy's Kahuku Prawns and Shrimp Hut (Kamehameha Hwy., near Kahuku) is an arm of one of the longest-running aquaculture farms in the area; they sell live shrimp and prawns and farm-raised fish along with excellent plate lunches. The pan-fried shrimp and buttery, locally-raised corn from the bright-yellow Shrimp Shack, parked at The Ching Store on Kamehameha Highway in Punaluu, is first-rate, too.

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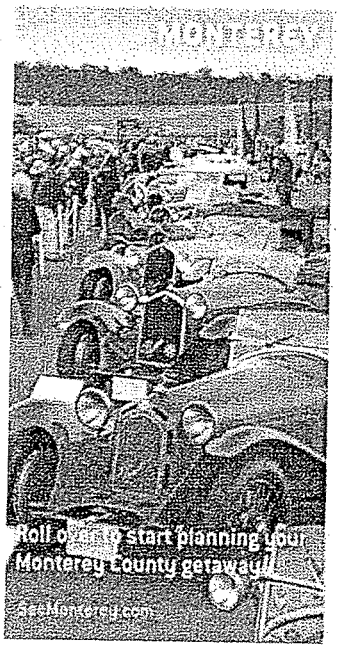

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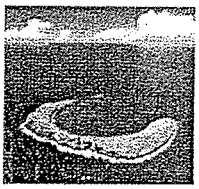

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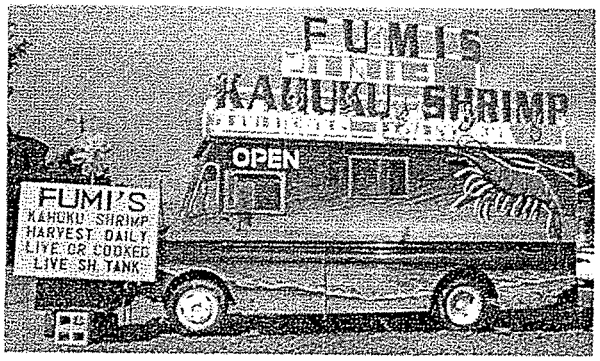
Oahu's North Shore Shrimp Trucks

When you're driving around the island of Oahu, you won't want to miss picking up a delicious shrimp lunch at one of the shrimp trucks parked near Kahuku on Oahu's north shore. There are also several roadside stands in this area where fresh cooked shrimp are sold.

Editor Kathie Fry



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Most of the shrimp trucks on Oahu's north shore are located near the town of Kahuku, which is a well-known shrimp aquaculture area, but you will also find shrimp for sale in several other places along the road between Kualoa and Hale'iwa.

Shrimp plates are ordered at the windows of these shrimp trucks, and it is ususually served with two scoops of rice, and sometimes macaroni salad, a green salad, pineapple slices, and/or a lemon slice. Plain unadorned shrimp is available, but the most popular shrimp plates have garlic, lemon butter, hot and spicy, sweet and spicy, or a soy-based sauce. The last time I ate at a shrimp truck the prices were about $10-12 USD per plate.

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The shrimp served at these tricks is delicious, but it is also unpeeled, sometimes unveined, and very messy to eat. Be sure pick up plenty of napkins. Some of the shrimp truck locations have covered picnic tables with hawaiian music is playing.

The Shrimp Trucks

Blue Water Shrimp
This is one of newest shrimp trucks on Oahu's north shore,and it is one of the trucks that participated in the Turtle Bay Resorts 2005 "Battle of the North Shore Shrimp Trucks". Their shrimp plates come with a salad sprinkled with goat cheese and they have severalnon-shrimp items on their menu.

Famous Kahuku Shrimp Truck
This shrimp truck is usually parked in Kahuku, and they offer shrimp with lemon sauce, spicy sauce,and a sweet black peppersauce. Their menu includes several non-shrimp items.

- Review of Two North Shore Shrimp Trucks

Fumi's Kahuku Shrimp and Seafood
Fumi's brightly painted "Hawaiian sunset" shrimp truck is impossible to miss, and their shrimp plates are simple but delicious. They offer garlic sauce, lemon butter sauce, and a spicy sauce, and plates are served with two scoops of rice, fresh pineapple slices, and a green salad. I have heard that service at some trucks is not friendly, but the people at Fumi's were very and smiling the last time I was there. Fumi's is one of the shrimp trucks that participated in the Turtle Bay Resorts 2005 battle of the North Shore Shrimp Trucks.

- Photos of Fumi's Kahuku Shrimp Truck

Giovanni's Shrimp Truck
Giovanni's graffiti-covered white shrimp truck is the oldest and one of the best known shrimp trucks on Oahu's north shore. They usually parked in Kahuku and Hale'iwa. They are most famous for their garlic shrimp that has large chunks of garlic in the sauce, but they also offer lemon butter and spicy sauces.

- Giovanni's Aloha Shrimp Truck (Gno Kine Grindz)
- Review of Two North Shore Shrimp Trucks (Reiki Aloha)
- Secrets of Hawaii: Giovanni's Shrimp Truck (Port Aloha)
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Macky's Kahuku Sweet Shrimp This shrimp truck is owned by Macky Chen's Chen-Lu Shrimp Farm. Plates come with two scoops of rice, a pineapple slice, a piece of sweet potato, and a green salad. Macky's was the winner of the 2005 Battle of the Northshore Shrimp Trucks" contest that was part of the Turtle Bay Resort's first annual Seafood Festival. The winning shrimp recipe was suppose to be added to the menu at the Turtle Bay Resort, but I have not been able to find out which of Macky's sauces won the competition. Does anybody know? (please send email to hawaiitravelnewsletter@gmail.com).

Romy's Kahuku Prawns and Shrimp Hut
The owners of this roadside shrimp stand at 56-781 Kamehameha Highway in Kahuku use shrimp from their own aquaculture farm,and they offer the standard garlic and spicy sauces, and also aspecial asian-style house sauce that includes soy sauce and chile sauce. Their menu includes several non-shrimp items.

The Shrimp Shack
The Shrimp Shack is a bright yellow shrimp truck that is usually parked near Kaya's Store in Punalu'u. Their menu includes shrimp with either garlic sauce or cocktail sauce, and several other items. I have heard that the Shrimp Shack does not use Kahuku shrimp, but instead prefers to use Kauai shrimp.

- Honolulu Star Bulletin Shrimp Shack Article
- 101 Things to Do Shrimp Shack Article

The Kahuku Shrimp Truck Scandal
In August 2001, 46 year old Connie Aragona was charged with robbery, extortion, and kidnapping because of her efforts to take over Troy Nistche's lucrative north shore shrimp truck business at gunpoint. See also:

- The Grass Skirt Grill in Haleiwa
- More Haleiwa North Shore Oahu Restaurants
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Rally eats eclectic treats

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Dick Kettlewell Erin Gray of Rapid City brings out a huge shrimp cocktail at Giovanni's Aloha Shrimp booth in Sturgis. Gray is a recent graduate of the University of South Dakota with majors in

business and mass communications. (Journal photo by Dick Kettlewell)

STURGIS - If you hear a rumble at the rally and it doesn't seem to be coming from the bikes, it might be your stomach.

You won't have to look far in downtown Sturgis to find the usual variety of fare, including everything from Rocky Mountain oysters to sweet potatoes, funnel cakes to spiral fries. But in a place seemingly maxed out with food booths, new vendors try their best to stand out by offering something unique.

There's Hawaiian shrimp cooked Italian-style, German sausage and sauerkraut from Idaho and - hard as this may be to believe - healthful food at a booth set up by a Martin woman.

On Monday, few vendors - food or otherwise - were reporting brisk sales, with crowds noticeably smaller than in the past two years. One-dollar bottles of water seemed to be selling as fast as anything in the

98-degree heat, but it was only the first day of the rally, and plenty of motorcycles still were streaming in from Interstate 90. Fresh-squeezed lemonade, available at several stands, also was popular.

Light rain that fell a couple of times in the afternoon cooled things off for a short time and caused some rallygoers to seek shelter under vendor canopies. Still, Sarah Thornton of Sturgis, working at an espresso booth on Main Street, said she was selling a lot more iced coffee than hot.

One place where business was lively was the Wrigley Field Bar and Grill off Exit 30. File gumbo, made with chicken, sausage and rice, was a popular seller at $4 per bowl.

Demo rides of the new Harley-Davidson V-Rod performance cruiser were popular nearby, and plenty of people were stopping in for a bowl of the hot and spicy dish from Louisiana. Unlike downtown, there are fewer places in that part of town to get a meal.

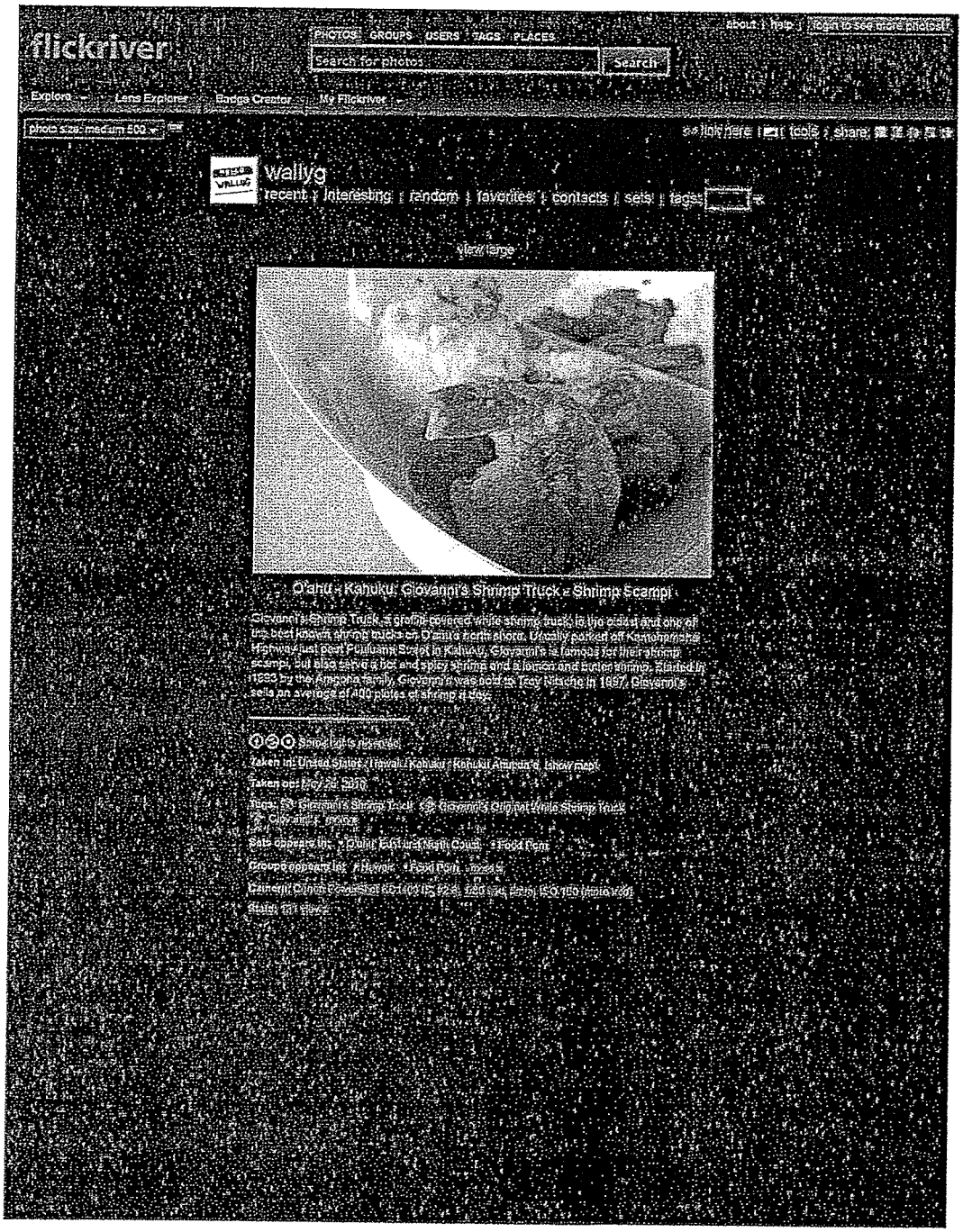
Downtown, Connie Aragona brought 10,000 pounds of jumbo shrimp to the rally to introduce her award-winning product - also hot and spicy - to the mainland. "I need to sell them all by Sunday," said Aragona, who has sold Giovanni's Aloha Shrimp from a truck on Oahu's North Shore since 1994. She sells 6,000 pounds of shrimp a month, cooked to order.

Her 1951 Ford truck has become a landmark there, and Aragona and two business partners hope to market their garlic marinade and hot sauce on the mainland.

The shrimp scampi she's selling at the rally is marinated in chopped garlic, olive oil, lemon, butter and white wine, then sauteed, giving it a strong flavor. It's served on a bed of steamed rice with roasted garlic on top. Hot sauce, made using a recipe from Aragona's great-great-grandparents, is optional. The marinade is a recipe Aragona got from her ex-mother-in-law, a native of Naples. Giovanni is Aragona's ex-husband.

Aragona rides a Harley in Hawaii and had always heard about the Sturgis rally. She decided to launch her product's mainland debut here and already is planning to return next year.

A native of Mozambique who is of Portuguese descent, this is Aragona's first time in the Midwest and her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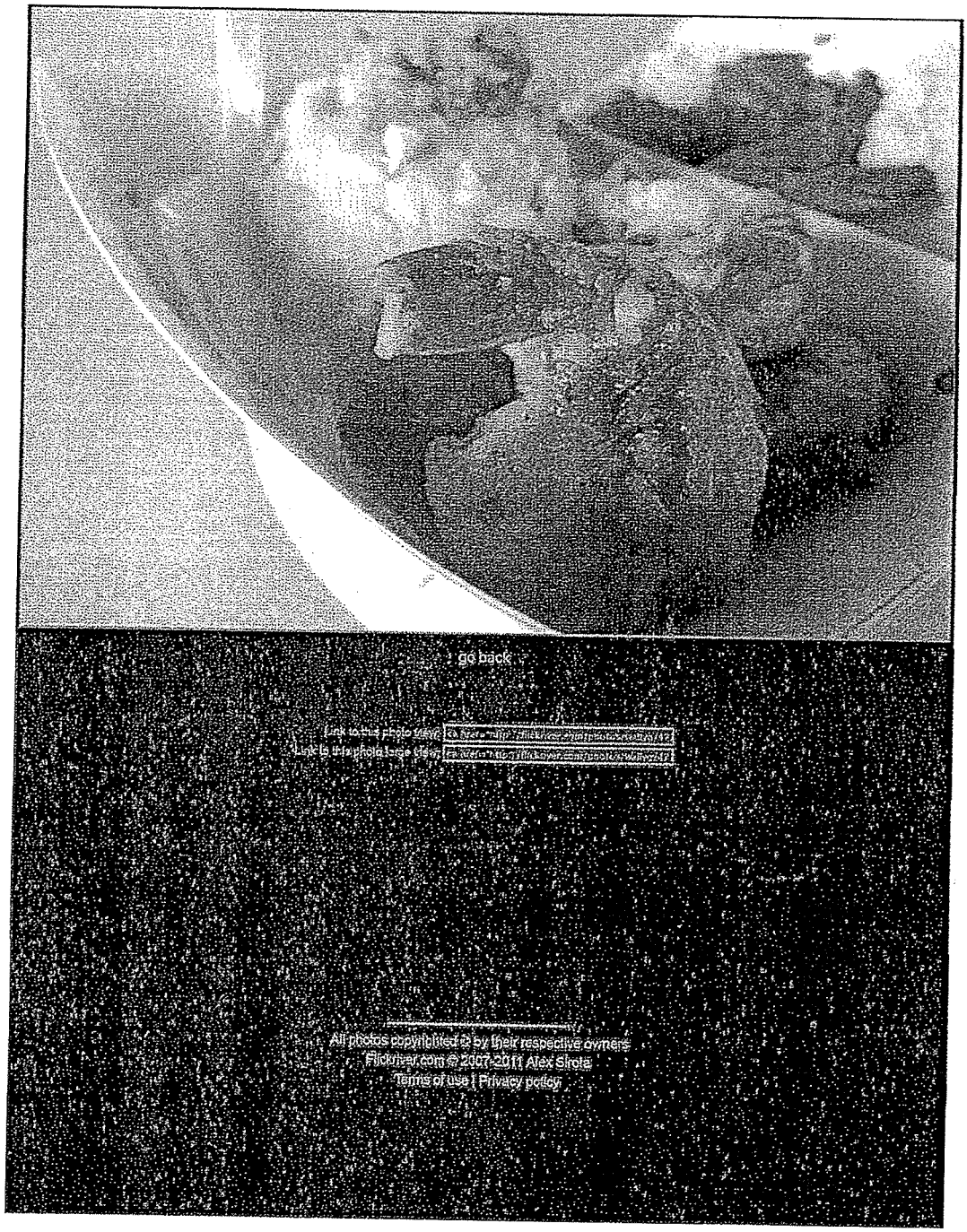
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O'ahu - Kahuku: Giovanni's Shrimp Truck - Shrimp Scampi

Giovanni's Shrimp Truck, a graffiti-covered white shrimp truck, is the oldest and one of the best known shrimp trucks on O'ahu's north shore. Usually parked off Kamehameha Highway just past Puuluana Street in Kahuku, Giovanni's is famous for their shrimp scampi, but also serve a hot and spicy shrimp and a lemon and butter shrimp. Started in 1993 by the Aragona family, Giovanni's was sold to Troy Nitsche in 1997. Giovanni's sells an average of 400 plates of shrimp a day.

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This photo was taken on May 25, 2010 in Kahuku Anupuu'a, Kahuku, HI, US, using a Canon PowerShot SD1400 IS.

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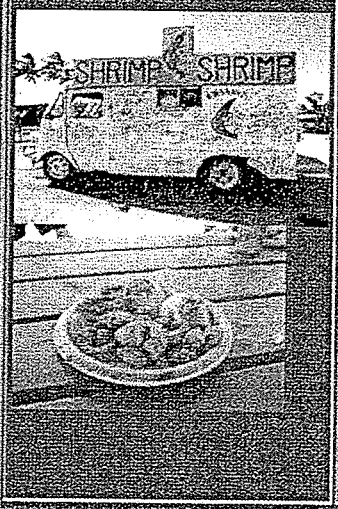
The Shrimp Shacks/Trucks

The shrimp shack phenomenon began with a lost lease and a determined restaurateur. In 1994, when Giovanni and Connie Aragona couldn't renew the lease on their Hale'iwa deli, they began hawking their best-selling dish -- an Italian-style scampi preparation involving lemon, butter, and lots of garlic -- from a truck alongside the road.

About the same time, aquaculture was gaining a foothold in nearby Kahuku, with farmers raising sweet, white shrimp and huge, orange-whiskered prawns in shallow freshwater ponds. The ready supply and the success of the first shrimp truck led to many imitators.

Now, no trip to the North Shore or around the Island is complete without a stop for these delicious morsels.



Giovanni's Original White Shrimp Truck says it all. Around for 11 years, this institution among North Shore shrimp stops is the oldest and best known, making Saveur magazine's 100 list for 2004. Started by the Aragona family, Giovanni's was sold to current owner Troy Nitsche in 1997.

The traditional-style shrimp scampi plate ($11) has 12 de-veined Neighbor Island shrimp swimming in a succulent, mildly spicy sauce. We couldn't help eating all of the sauce-soaked two scoops of rice even though we were starting to feel the effects of the shrimp and butter.

- Location: Kahuku, near the sugar mill
- Phone: (808)293-1833
- Times: 11 a.m.-6:30 p.m. daily (last order taken at 6:15 p.m.)

Call first for latest up to date info if prices and times are important.

Kahuku location: six shaded plastic picnic tables set on gravel with reggae Hawaiian music.

The Hale'iwa site offers three tables but no shade.

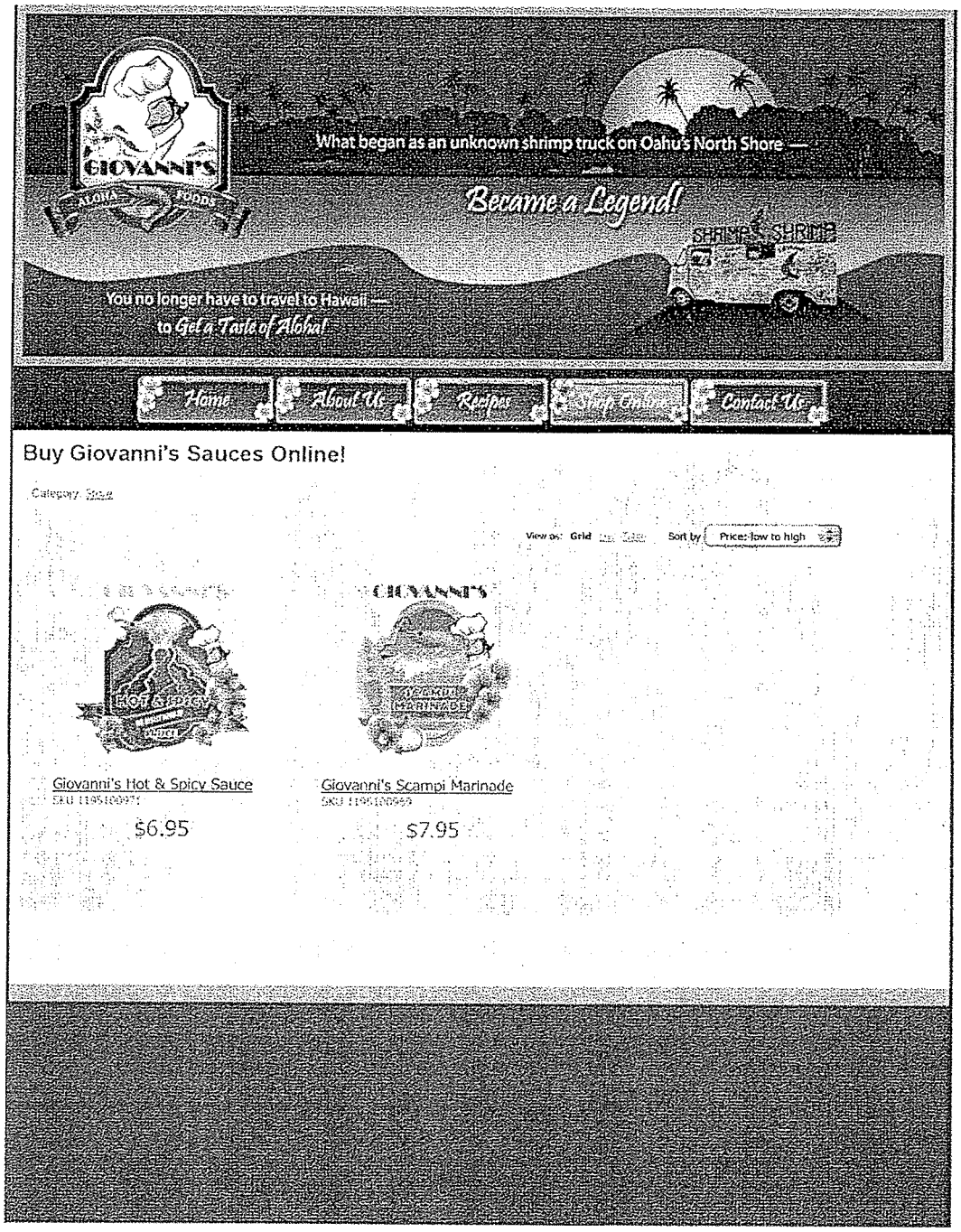
Bright banana-yellow Shrimp Shack in Punalu'u is the cleanest and quaintest shrimp stop. Owner Irene Theofanis has operated it for 9 years and was featured on a Food Network special called "Beach Eats." Theofanis uses Kaua'i shrimp and believes they are cleaner because of their special diet and a well-controlled environment in plastic-lined pens with recirculated water.

The quarter-pound of pan-fried garlic shrimp (at $9.75, the least expensive plate) equaled 12 pieces and arrived with rice and a choice of homemade cocktail sauce or garlic butter on the side. The shrimp packed just a bit of spicy heat, lasting as if they had been sauteed in a dry spice rub and lightly salted.

Wash it all down with a liliko'i float ($1.75) or a cold beer from Kaya's next door.

- Location: Punalu'u, at Kaya's Store
- Tele:(808) 256-5589
- Times: 10 a.m.-4 p.m. Tuesdays-Sundays

11 shaded wooden picnic tables on a manicured lawn. Hawaiian music waft in the background.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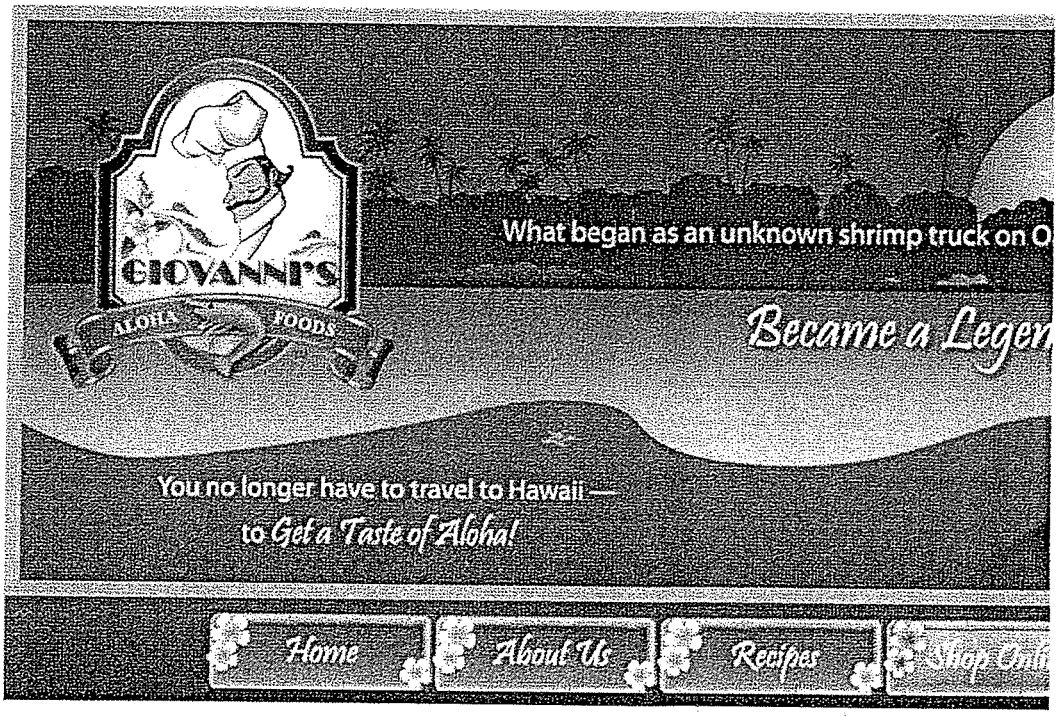

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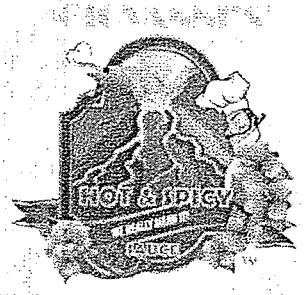

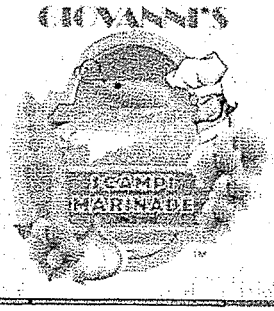

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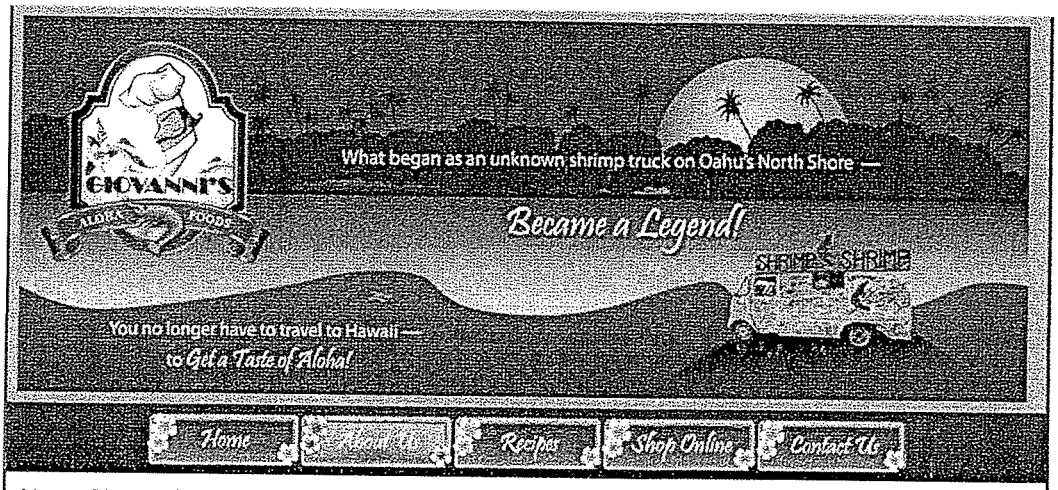
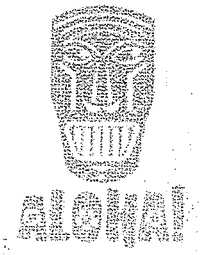


About Giovanni's Aloha Foods and Famous Shrimp Sauce!

What began as an unknown, white shrimp truck on Oahu, Hawaii's North Shore —
Became a Legend ...

Known for it's succulent shrimp morsels served up hot and tasty, Giovanni's Aloha Foods has been pleasing palettes since 1987 Giovanni's Hot & Spicy Sauce, a sauce almost as hot as volcanic lava, has been known to bring customers to their knees; while the mild, but flavor-packed, Giovanni's Scampi Marinade has brought nothing but delight to customers. AND NOW YOU CAN BUY IT IN A BOTTLE!



Our Customers Say

"Our friend told us to stop at the "White Shrimp Truck" in Kahuku, and we're glad we did! The garlic scampi was our family's overall favorite, and I loved the Hot & Spicy. I really mean it! I collect hot sauce from all over the place, Barbados to Belize, Louisiana to Los Angeles, and your secret African Roots and spice are truly unique. I can't wait till you start bottling it."

— Eddie, Terry & Jacob Coleman, Venice, Calif.

"We think your shrimp scampi is the best we have eaten anywhere."

— Jim & Mary Jane West Lufkin, Texas

"Still looking forward to seeing you and having your famous shrimp sauces."

— Gerda Vienna, Austria

"The thing I miss most is my shrimp fix."

— Pat & Clyde Jacobs Vancouver, Canada

"Thanks for serving some of Oahu's finest, tastiest, freshest shrimp scampi. We really enjoyed dining daily at the white shrimp truck during our recent vacation. Your shrimp is the BEST!"

— Harry & Rochelle Pillich, University Heights

"You have been one of "A list" stops on out list of must see sights on Oahu As always it was the most scrumptious meal."

— Lou Harris San Mateo, California

"I miss talking to you and eating your incredible shrimp. I'll see you soon in paradise."

— Yasser Alexandria, Egypt

"Best shrimp ever!"

— Yuki, Tokyo Japan

"We enjoyed the best shrimp of Oahu."

— Ann & Eric Appelt Nurnberg, Germany

"The hottest shrimp ever!"

— Allan Ciaport, Montpellier, France

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HAWAII'S COMPLETE SOURCE

Posted on: Friday, September 24, 2004

What's a drive in the country without shrimp?

Editor's note: Today we introduce our new restaurant critic, Helen Wu, a graduate of the University of Hawai'i (Asian studies) and of the Kapi'olani Community College culinary arts program, where she received outstanding- student and culinary-excellence awards, and also wrote for Kapio, the student journal. Wu wrote for The Advertiser while in school, as well.

By Helen Wu
Advertiser Restaurant Critic

No drive to the North Shore is complete without a meal at one of the shrimp stands that have sprouted along the highway as a result of the development of aquaculture farms here. These are now are some of the most recognized dining spots in an area of the island not known for food.

My mission was to compare and contrast the shrimp shacks, and I brought my mother (a self-professed shrimp fanatic who can suck in a whole shrimp, head and all, and just spit out the shell). During two forays, we tried garlic butter scampi-style shrimp plates at a half-dozen spots. One caution: Shrimp shacks come and go, and hours vary. Be flexible.

Shrimp Shack

Bright banana-yellow Shrimp Shack in Punalu'u is the cleanest and quaintest shrimp stop. Owner Irene Theofanis has operated it for six years and was featured on a Food Network special called "Beach Eats." Theofanis uses Kaua'i shrimp and believes they are cleaner because of their special diet and a well-controlled environment in plastic-lined pens with recirculated water.

At Romy's Kahuku Prawns & Shrimp Hut, after the big crustaceans are put on the plate, a sauce loaded with sautÛed garlic chunks is ladled on. The shrimp and prawns are harvested daily from ponds.
Deborah Booker • The Honolulu Advertiser

The quarter-pound of pan-fried garlic shrimp (at $9.75, the least expensive plate) equaled 12 pieces and arrived with rice and a choice of homemade cocktail sauce or garlic butter on the side. The shrimp packed just a bit of spicy heat, tasting as if they had been sautÛed in a dry spice rub and lightly salted. Wash it all down with a lilikoʻi float ($1.75) or a cold beer from Kaya's next door.

Also on the menu: snow crab legs ($12.75); mussels ($8.25), chili rice ($3.50); hot dog ($2); Kahuku corn on a stick ($2).

Ambience: 11 shaded wooden picnic tables on a manicured lawn. Hawaiian music wafts in the background.

Giovanni's Original White Shrimp Truck

The sign for graffiti-covered Giovanni's Original White Shrimp Truck says it all. Around for 11 years, this institution among North Shore shrimp stops is the oldest and best known, making Saveur magazine's 100 list for 2004. Started by the Aragona family, Giovanni's was sold to current owner Troy Nitsche in 1997. By the time you read this, a new, modernized shrimp truck will have replaced the old one in Kahuku. New graffiti already are beginning to decorate it.

The traditional-style shrimp scampi plate ($11) had 12 de-veined Neighbor Island shrimps swimming in a succulent, mildly spicy sauce. We couldn't help eating all of the sauce-soaked two scoops of rice even though we were starting to feel the effects of the shrimp and butter. Lots of garlic chunks in the sauce and a huge lemon wedge offer extra flavor. It's easy to see why Giovanni's sells an average of 400 plates a day.

Also on the menu: hot and spicy and lemon butter sautÛed shrimp. Half plates, $6.

Ambience: at Kahuku location, six shaded plastic picnic tables set on gravel with requisite Hawaiian music. The Hale'iwa site offers three tables but no shade.

Famous Kahuku Shrimp Truck

The Famous Kahuku Shrimp Truck is nearly a twin of Giovanni's but with an Asian spin. Owner

ADVERTISEMENT

LuckyU 001862

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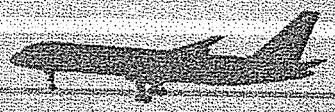

Top 5 Things To Do on Your First Trip to Oahu:

5. Hike to the top of Diamond Head Crater.
4. Taste a REAL Hawaiian Shave Ice,,, not like the Mainland snow cones.
3. Visit the USS Arizona and USS Missouri memorials at Pearl Harbor.
2. Take a drive to Haleiwa and the North Shore. Watch the surf competition
1. Eat at a luau and watch a traditional hula show.

Top 5 Family Activities on Oahu:

5. Learn about Hawaiian history at the Bishop Museum.
4. Take a surfing lesson on Waikiki Beach.
3. Find your way out of the garden maze at Dole Pineapple Plantation. Taste the samples of pineapple fruit and juice.
2. Walk in the water and feed the fish at Hanauma Bay.
1. See 350 species of aquatic animals and plants at the Waikiki Aquarium.

10 Things
Uncle Ernie says you shouldn't leave Hawaii without

Buy a T-shirt from Matsumoto's Shave Ice. If you wear it at the gym when you get home, you will be amazed at how many people will smile at you and start up a conversation about their trips to Hawaii. Get a shave ice while you are there too. Ice cream on the bottom - dig deep. Hint: when you place your order, note how I said, SHAVE ICE, not "shaved ice".

A PINEAPPLE. It's a tasty mat... yes, you may have tasted pineapple from the Safeway back home. But there is nothing like the sweetness of a FRESHLY picked pineapple just hours off the plant. The Dole Plantation has free samples... or go to COSTCO for the plastic container already cut up. A refreshing snack during the drive in the car. Keep it cool. At the plantation. Order a box of 6, 8 or 12 to take home for friends and the neighbor who has been picking up your newspaper and mail. If you order at the airport - you will pay a PREMIUM upgrade. You're going to do it out of guilt anyway... so just order them there. They'll deliver to the airport for you. If you can get the MAUI GOLD variety - it is the Best - but is seasonal.

KONA COFFEE. It's a must buy for coffee drinkers. Read your labels... LOOK for 100% Kona Coffee with a higher price tag... Beware of those brands containing only 10% Kona Coffee at half the price.

Great 1-Day Itineraries

[illegible]

First Day In Waikiki

[illegible]

LuckyU 001863

To:	LuckyU Enterprises, Inc. (gioshrimp@aol.com)
Subject:	U.S. TRADEMARK APPLICATION NO. 85201288 - GIOVANNI'S ALOHA SHRIMP - N/A
Sent:	3/21/2011 5:04:25 PM
Sent As:	ECOM117@USPTO.GOV
Attachments:	Attachment - 1 Attachment - 2 Attachment - 3 Attachment - 4

UNITED STATES PATENT AND TRADEMARK OFFICE (USPTO)
OFFICE ACTION (OFFICIAL LETTER) ABOUT APPLICANT'S TRADEMARK APPLICATION

APPLICATION SERIAL NO. 85201288

MARK: GIOVANNI'S ALOHA SHRIMP

85201288

CORRESPONDENT ADDRESS:
LUCKYU ENTERPRISES, INC.
LUCKYU ENTERPRISES, INC.
57-120 LALO KUILIMA WAY APT 12
KAHUKU, HI 96731-2122

CLICK HERE TO RESPOND TO THIS LETTER:
http://www.uspto.gov/teas/eTEASpageD.htm

APPLICANT: LuckyU Enterprises, Inc.

CORRESPONDENT'S REFERENCE/DOCKET NO:
N/A

CORRESPONDENT E-MAIL ADDRESS:
gioshrimp@aol.com

OFFICE ACTION

STRICT DEADLINE TO RESPOND TO THIS LETTER

TO AVOID ABANDONMENT OF APPLICANT'S TRADEMARK APPLICATION, THE USPTO MUST RECEIVE APPLICANT'S COMPLETE RESPONSE TO THIS LETTER **WITHIN 6 MONTHS** OF THE ISSUE/MAILING DATE BELOW.

ISSUE/MAILING DATE: 3/21/2011

TO EXPEDITE APPLICATION:

The issue(s) raised may be resolved by telephone. The applicant may telephone the examining attorney at (571) 272-9713 or skye.young@uspto.gov, instead of submitting a written response, to expedite the

application.

The referenced application has been reviewed by the assigned trademark examining attorney. Applicant must respond timely and completely to the issue(s) below. 15 U.S.C. §1062(b); 37 C.F.R. §§2.62(a), 2.65(a); TMEP §§711, 718.03.

SEARCH

The trademark examining attorney has searched the Office's database of registered and pending marks and has found no conflicting marks that would bar registration under Trademark Act Section 2(d). TMEP §704.02; *see* 15 U.S.C. §1052(d).

DISCLAIMER

Applicant must disclaim the descriptive wording **"SHRIMP"** apart from the mark as shown because it merely describes an ingredient and feature of applicant's services. *See* 15 U.S.C. §§1052(e)(1), 1056(a); *In re Steelbuilding.com*, 415 F.3d 1293, 1297, 75 USPQ2d 1420, 1421 (Fed. Cir. 2005); *In re Gyulay*, 820 F.2d 1216, 1217-18, 3 USPQ2d 1009, 1010 (Fed. Cir. 1987); TMEP §§1213, 1213.03(a).

Attached to this action, the applicant will find a review of the applicant's services wherein the applicant is recognized as featuring shrimp as part of its restaurant related services. See attachments.

A term is merely descriptive if it conveys **an immediate idea** of the ingredients, qualities, or characteristics of the identified goods and/or services. *See In re Steelbuilding.com*, 415 F.3d 1293, 1297, 75 USPQ2d 1420, 1422 (Fed. Cir. 2005); *In re Dial-A-Mattress Operating Corp.*, 240 F.3d 1341, 1346, 57 USPQ2d 1807, 1812 (Fed. Cir. 2001). When used in relation to the services, the immediate idea rendered by the wording SHRIMP describes that the applicant provides shrimp as part of its restaurant services. Given the descriptive nature of the wording, it lacks source identifying significance and, thus, must be disclaimed.

A "disclaimer" is a statement that applicant does not claim exclusive rights to an unregistrable component of a mark; it does not affect the appearance of the mark. TMEP §1213. An unregistrable component of a mark includes wording and designs that are merely descriptive of the goods and/or services, and is wording or an illustration that others would need to use to describe or show their goods and services in the marketplace. 15 U.S.C. §1052(e); *see* TMEP §§1209.03(f), 1213.03 *et seq.*

The following is the standard format used by the Office:

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

TMEP §1213.08(a)(i); *see In re Owatonna Tool Co.*, 231 USPQ 493 (Comm'r Pats. 1983).

SPECIMEN

The specimen is not acceptable because it is merely a photocopy of the drawing or a picture or rendering of the applied-for mark; it does not show the applied-for mark in actual use in commerce. *See* 37 C.F.R. §2.56(c); TMEP §§904.04(a), 904.07(a). Trademark Act Section 45 requires use of the mark "in the sale or advertising of services." 15 U.S.C. §1127; *see* 37 C.F.R. §2.56(b)(2); TMEP §1301.04.

An application based on Section 1(a) must include a specimen showing the applied-for mark in use in

commerce for each class of services. Trademark Act Sections 1 and 45, 15 U.S.C. §§1051, 1127; 37 C.F.R. §§2.34(a)(1)(iv), 2.56(a); TMEP §§904, 904.07(a).

Therefore, applicant must submit the following:

(1) A substitute specimen showing the mark in use in commerce for each class of services specified in the application; and

(2) The following statement, verified with an affidavit or signed declaration under 37 C.F.R. §2.20: "**The substitute specimen was in use in commerce at least as early as the filing date of the application.**" 37 C.F.R. §2.59(a); TMEP §904.05; *see* 37 C.F.R. §2.193(e)(1). If submitting a substitute specimen requires an amendment to the dates of use, applicant must also verify the amended dates. 37 C.F.R. §2.71(c); TMEP §904.05.

Examples of specimens for services are signs, photographs, brochures, website printouts or advertisements that show the mark used in the actual sale or advertising of the services. ***See*** **TMEP §§1301.04** ***et seq.***

If applicant cannot satisfy the above requirements, applicant may amend the application from a use in commerce basis under Section 1(a) to an intent to use basis under Section 1(b), for which no specimen is required. *See* TMEP §806.03(c). However, if applicant amends the basis to Section 1(b), registration will not be granted until applicant later amends the application back to use in commerce by filing an acceptable allegation of use with a proper specimen. *See* 15 U.S.C. §1051(c), (d); 37 C.F.R. §§2.76, 2.88; TMEP §1103.

To amend to Section 1(b), applicant must submit the following statement, verified with an affidavit or signed declaration under 37 C.F.R. §2.20: "**Applicant has had a bona fide intention to use the mark in commerce on or in connection with the services listed in the application as of the filing date of the application.**" 37 C.F.R. §2.34(a)(2); TMEP §806.01(b); *see* 15 U.S.C. §1051(b); 37 C.F.R. §§2.35(b)(1), 2.193(e)(1).

Pending receipt of a proper response, registration is refused because the specimen does not show the applied-for mark in use in commerce as a service mark. Trademark Act Sections 1 and 45, 15 U.S.C. §§1051, 1127; 37 C.F.R. §§2.34(a)(1)(iv), 2.56(a); TMEP §§904, 904.07(a).

PLEASE NOTE:

If applicant has questions about the application or this Office action, please telephone the assigned trademark examining attorney at the telephone number below.

/C. Skye Young/
Trademark Examining Attorney
Law Office 117
Ph: (571) 272-9713
Fx: (571) 273-9117
Em: skye.young@uspto.gov

TO RESPOND TO THIS LETTER: Go to http://www.uspto.gov/teas/eTEASpageD.htm. Please wait

48-72 hours from the issue/mailing date before using TEAS, to allow for necessary system updates of the application. For *technical* assistance with online forms, e-mail TEAS@uspto.gov. For questions about the Office action itself, please contact the assigned examining attorney. **Do not respond to this Office action by e-mail; the USPTO does not accept e-mailed responses.**

WHO MUST SIGN THE RESPONSE: It must be personally signed by an individual applicant or someone with legal authority to bind an applicant (i.e., a corporate officer, a general partner, all joint applicants). If an applicant is represented by an attorney, the attorney must sign the response.

PERIODICALLY CHECK THE STATUS OF THE APPLICATION: To ensure that applicant does not miss crucial deadlines or official notices, check the status of the application every three to four months using Trademark Applications and Registrations Retrieval (TARR) at http://tarr.uspto.gov/. Please keep a copy of the complete TARR screen. If TARR shows no change for more than six months, call 1-800-786-9199. For more information on checking status, see http://www.uspto.gov/trademarks/process/status/.

TO UPDATE CORRESPONDENCE/E-MAIL ADDRESS: Use the TEAS form at http://www.uspto.gov/teas/eTEASpageE.htm.

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December 2008

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Coming Up

Next on 'Ono Kine Grindz:

The Wedding Cafe, Manoa

Recently Consumed:

Zaney's, Downtown Honolulu
Bob's Bar-B-Que, Kalihi
Restaurant Yamagen, Moili'ili

Below you will find a never ending list of restaurants that I want to visit or re-visit:

Momomo
Young's Fish Market
Alan Wong's Pineapple Room
Mediterraneo
Cafe Sistina
Indigo Eurasian Cuisine
Gyu-Kaku
Yakiniku Toraji
Sushi Masa
Ono Hawaiian Foods
Rokkaku
Tsukuneya Robata Grill

If you would like to give me a tip on a new restaurant that is opening up, or give me a recommendation on some of

« Little Village Noodle House | Main | Helena's Hawaiian Food »

May 31, 2004

Giovanni's Aloha Shrimp

Today was a wonderful day to take a drive to the North Shore. Why? Because it was a holiday and I didn't have to go to work...because it was a nice sunny day...and because I had some out of town guests. So I decided to take them to eat at Giovanni's in Kahuku. Now this place has no real address. Well then how exactly do you find it? Just keep driving down Kamehameha highway; past the Polynesian Cultural Center (if you're coming from the Windward side) until you see the sign.

Ask any local about this place and most will tell you that it serves the best shrimp scampi around! I do have to agree that it is one of the best, and the added

E-mail Me

Please feel free to e-mail me with your comments or with your suggestions on how I can improve this site. E-mail to:

onokinegrindz (at) yahoo (dot) com

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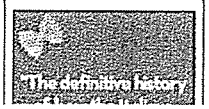


recommendation on some of your favorite restaurants, please send an e-mail to:

onokinegrindz (at) yahoo (dot) com

The following posts should be completed someday (!):

New Diner's Drive In
Pink's
Carney's
Warszawa
Border Grill
Penang Malaysian
Chez Panisse
Shalimar
Zuni Cafe
Limon
Indonesia Restaurant
Dragonfly
Canteen
Boston's North End Pizza
Happy Inn
Kat's Sushi
Fritz's European Bakery
Makino Chaya
Singapore/Bangkok Posts
Chin's Kahala
Hata Restaurant
Ebisu Catering Service
Bubba Burgers
The Eggberts
Blossoming Lotus
Hamura Saimin Stand
Bob's Big Boy

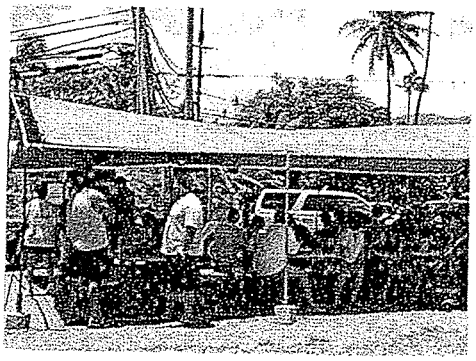
WHEW! I hope to have them done by year's end!

Upcoming adventures

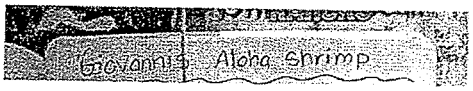
2008:
~~San Francisco, CA~~
~~2/14-2/18~~
~~Sydney, NSW, Australia~~
~~5/29-6/01~~
London, UK
11/21-24
Paris, France
11/24-27
Chicago, IL
11/27-30
~~Seoul, South Korea~~
I won't be able to visit Korea this year.
2009:
San Francisco, CA

have to agree that it is one of the best, and the added bonus is that it all comes from a grafitti covered truck.

Now this place is not exactly known for it's decor. A few plastic picnic tables under a couple of tents...definitely not enough space to seat everyone who comes here. Here's a look at the crowd that's just beginning to form when we arrive at 12:15 pm.



We were lucky that there was only one person in line ahead of us. As I approached the truck to order, I glanced at the menu...still the same 3 items that I remember!



"...of how the Italians won their way into our hearts, minds, and stomachs."
—Danny Meyer

"An entertaining and fact-filled chronicle."
—*Wall Street Journal*

HOW ITALIAN FOOD CONQUERED THE WORLD by *Esquire* food and travel correspondent John Mariani. Available now wherever books are sold.

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Savory Shrimp Recipes
Create Flavorful Shrimp Recipes Made w/ Swanson® Broth & Stock.

Hawaiian Restaurant

New Orleans, LA
Buenos Aires, Argentina
Shanghai, China
Singapore

Hopefully, some of you can provide me with recommendations for some good eats!

Recent Posts

Moving....

You're Probably Wondering...

Mario's Cocina

Thanks, Sydney!

Sushi Izakaya Gaku

Disappointed?

Manresa Restaurant - Los Gatos, California

Ubuntu Restaurant - Napa, California

Taylor's Automatic Refresher - San Francisco, California

Sweet Home Café

Recent Comments

Lisa J. on Butter Mochi

bonefish2 on Sunrise Restaurant

Neutral on Bravo Restaurant

Tana on Manresa Restaurant - Los Gatos, California

Julie on Stuart Anderson's Cattle Company

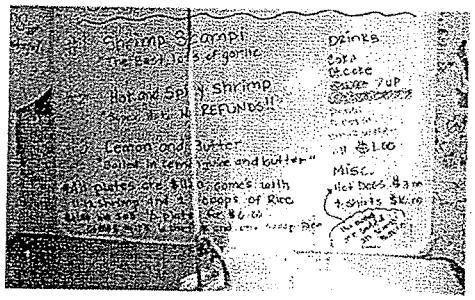
Jamaica Bob on Surprise!

polynesia on Giovanni's Aloha Shrimp

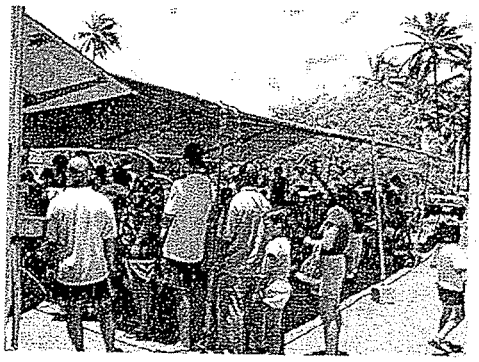
Trish on You're Probably Wondering...

Joannie on You're Probably Wondering...

Aukele on You're Probably ...



Well, I was going to order #2, Hot and Spicy shrimp (read below..."super hot, NO REFUNDS!!"), but was told that they only had #1, Shrimp Scampi today (US$11.00). So that's what I had with hot sauce on the side. As I waited for a table to become available and for my number to be called (I was #235, when we got there they had just announced #229), the people started to arrive. In a matter of minutes a whole throng of people appeared!



After a 15 minute wait, they called my number. As I went to retrieve my plate of shrimp scampi, I overheard the order taker telling customers in line that it would be an approximate wait of 45 minutes! Now that isn't so bad. The last time I was here, I had to wait a little over an hour! And here is what I was waiting for....

Get Great Coupons on Top Restaurant in DC upto 80% off. Sign Up!

Au Pair Care Childcare
Quality Live-In Au Pair Childcare Designated by U.S. Gov. $340/week!

Olive Garden® Restaurants
Try Our New Herb Cheese Filled Soffatelli With Chicken Today!

CrispAds Blog Ads

Equipment

Canon EOS 5D

Most of the newer photos on this site are being taken by this camera. I'm still learning how to use it, but I think the photos it takes are amazing. Though the lens I use often varies, many of the photos on this site are taken with a Canon EF 35mm f2.0 lens.

Sony Cyber-shot® DSC-U40

A majority of the photos on this site were shot using this little camera. It was compact and discreet -- excellent for taking photos under most conditions. Sadly, it has recently died.

Wondering...

Blogs I Read

A Hamburger Today
Brooklyn, NEW YORK

A la Cuisine!
Toronto, Ontario, CANADA

A Passion for Food
New York, NEW YORK

A Sybarite in Paradise
Honolulu, HAWAII

Aroma Cookery
SINGAPORE

Babe in the City - KL
Kuala Lumpur, MALAYSIA

Becks & Posh
San Francisco, CALIFORNIA

Big Island Grinds
Hilo, HAWAII

Cheap Places to Eat in Oahu
Honolulu, HAWAII

Cheat Eat
SINGAPORE

Chez Pim
San Francisco, CALIFORNIA

Choo On This
Honolulu, HAWAII

Chubbypanda - The Epicurious Wanderer
Irvine, CALIFORNIA

Cook Sister!
London, UK

Cooking with Amy
San Francisco, CALIFORNIA

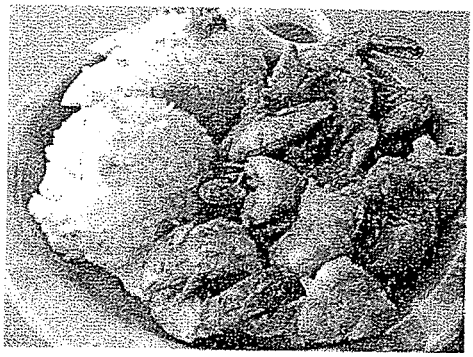
Cravings
New York, NEW YORK

Da Weekend Foodie
Kaneohe, HAWAII

Da*Xiang
Seattle, WASHINGTON

Daily Gluttony
Los Angeles, CALIFORNIA

David Lebovitz
Paris, FRANCE



What I got was 2 scoops white rice topped with a bit of scampi sauce, a lemon wedge, and half a pound of shrimp scampi served in the shell. I had 12 pieces of shrimp and it was delicious! The shrimp was fresh and done just right (not overcooked!) and the sauce was buttery and full of garlic! Sinful? You bet, but worth every mouthful!

The only let down was that the side of hot sauce was not hot at all! It seemed like some generic hot sauce mixed with melted butter. Hopefully the next time I come here they have the hot and spicy, otherwise, I'll just have to make due with the shrimp scampi which isn't a bad consolation after all.

Giovanni's Aloha Shrimp
Kamehameha Highway, Kahuku

May 31, 2004 in Local, Lunch Wagons, North Shore, Plate Lunch, Seafood | Permalink

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Comments

et cetera

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To:	LuckyU Enterprises, Inc. (gioshrimp@aol.com)
Subject:	U.S. TRADEMARK APPLICATION NO. 85201288 - GIOVANNI'S ALOHA SHRIMP - N/A
Sent:	3/21/2011 5:04:29 PM
Sent As:	ECOM117@USPTO.GOV
Attachments:	

IMPORTANT NOTICE REGARDING YOUR TRADEMARK APPLICATION

Your trademark application (Serial No. 85201288) has been reviewed. The examining attorney assigned by the United States Patent and Trademark Office ("USPTO") has written a letter (an "Office Action") on 3/21/2011 to which you must respond. Please follow these steps:

1. **Read** the Office letter by clicking on this **link** **OR** go to http://tmportal.uspto.gov/external/portal/tow and enter your serial number to **access** the Office letter.

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

2. **Respond** within 6 months, calculated from **3/21/2011** (*or sooner if specified in the Office letter*), using the Trademark Electronic Application System **Response to Office Action form.** If you have difficulty using the USPTO website, contact TDR@uspto.gov.

3. **Contact** the examining attorney who reviewed your application with any questions about the content of the office letter:

/C. Skye Young/
Trademark Examining Attorney
Law Office 117
Ph: (571) 272-9713
Fx: (571) 273-9117
Em: skye.young@uspto.gov

WARNING

Failure to file any required response by the applicable deadline will result in the ABANDONMENT of your application.
Do NOT hit "Reply" to this e-mail notification, or otherwise attempt to e-mail your response, as the USPTO does NOT accept e-mailed responses. Instead, please use the Trademark Electronic Application System Response to Office Action form.

*** User:syoung ***

#	Total Marks	Dead Marks	Live Viewed Docs	Live Viewed Images	Status/ Search Duration	Search
01	1	0	1	1	0:01	85201283[SN]
02	119	0	19	14	0:03	*{"gj"}{"iey"}{v}v{v}n*[bi,ti] and live[ld]
03	1	0	1	1	0:02	85201288[SN]
04	752	N/A	15	14	0:05	*{v}l{v}h*[bi,ti] and live[ld]
05	334	0	15	14	0:03	4 and "043"[cc]

Session started 3/20/2011 9:57:19 PM

Session finished 3/20/2011 10:02:06 PM

Total search duration 0 minutes 14 seconds

Session duration 4 minutes 47 seconds

Defaut NEAR limit=1ADJ limit=1

Sent to TICRS as Serial Number: 85201288

PTO Form 1478 (Rev 9/2006)
OMB No. 0651-0009 (Exp 12/31/2011)

Trademark/Service Mark Application, Principal Register

Serial Number: 85201288
Filing Date: 12/18/2010

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	85201288
MARK INFORMATION	
*MARK	Giovanni's Aloha Shrimp
STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	Giovanni's Aloha Shrimp
MARK STATEMENT	The mark consists of standard characters, without claim to any particular font, style, size, or color.
REGISTER	Principal
APPLICANT INFORMATION	
*OWNER OF MARK	LuckyU Enterprises, Inc.
DBA/AKA/TA/Formerly	AKA Giovanni's Aloha Shrimp
*STREET	57-120 Lalo Kuilima Way, #12
*CITY	Kahuku
*STATE (Required for U.S. applicants)	Hawaii
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants only)	96731
PHONE	808-630-9116
FAX	808-638-0110
EMAIL ADDRESS	gioshrimp@aol.com

AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
LEGAL ENTITY INFORMATION	
TYPE	corporation
STATE/COUNTRY OF INCORPORATION	Hawaii
GOODS AND/OR SERVICES AND BASIS INFORMATION	
INTERNATIONAL CLASS	043
*IDENTIFICATION	Fast-food restaurant services; Providing of food and drink via a mobile truck; Restaurant and catering services; Restaurant services, including sit-down service of food and take-out restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises; Serving of food and drink/beverages
FILING BASIS	SECTION 1(a)
FIRST USE ANYWHERE DATE	At least as early as 03/01/1998
FIRST USE IN COMMERCE DATE	At least as early as 03/01/1998
SPECIMEN FILE NAME(S)	
ORIGINAL PDF FILE	spec-7223480161-172117867 . Giovanni.pdf
CONVERTED PDF FILE(S) (1 page)	\\TICRS\EXPORT11\IMAGEOUT11\852\012\85201288\xml1\APP0003.JPG
SPECIMEN DESCRIPTION	Words used to identify business
CORRESPONDENCE INFORMATION	
NAME	LuckyU Enterprises, Inc.
FIRM NAME	LuckyU Enterprises, Inc.
STREET	57-120 Lalo Kuilima Way, #12
CITY	Kahuku
STATE	Hawaii
COUNTRY	United States
ZIP/POSTAL CODE	96731
PHONE	808-630-9116
FAX	808-638-0110

EMAIL ADDRESS	gioshrimp@aol.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
FEE INFORMATION	
NUMBER OF CLASSES	1
FEE PER CLASS	325
*TOTAL FEE DUE	325
*TOTAL FEE PAID	325
SIGNATURE INFORMATION	
SIGNATURE	/Troy Nitsche/
SIGNATORY'S NAME	Troy Nitsche
SIGNATORY'S POSITION	President
DATE SIGNED	12/18/2010

PTO Form 1478 (Rev 9/2006)
OMB No. 0651-0009 (Exp 12/31/2011)

Trademark/Service Mark Application, Principal Register

Serial Number: 85201288
Filing Date: 12/18/2010

To the Commissioner for Trademarks:

MARK: Giovanni's Aloha Shrimp (Standard Characters, see mark)
The literal element of the mark consists of Giovanni's Aloha Shrimp.
The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, LuckyU Enterprises, Inc., AKA Giovanni's Aloha Shrimp, a corporation of Hawaii, having an address of

57-120 Lalo Kuilima Way, #12
Kahuku, Hawaii 96731
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:

For specific filing basis information for each item, you must view the display within the Input Table.

International Class 043: Fast-food restaurant services; Providing of food and drink via a mobile truck; Restaurant and catering services; Restaurant services, including sit-down service of food and take-out restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises; Serving of food and drink/beverages

In International Class 043, the mark was first used at least as early as 03/01/1998, and first used in commerce at least as early as 03/01/1998, 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) Words used to identify business.

Original PDF file:
spec-7223480161-172117867 . Giovanni.pdf
Converted PDF file(s) (1 page)
Specimen File1

The applicant's current Correspondence Information:

LuckyU Enterprises, Inc.
LuckyU Enterprises, Inc.
57-120 Lalo Kuilima Way, #12
Kahuku, Hawaii 96731
808-630-9116(phone)
808-638-0110(fax)

gioshrimp@aol.com (authorized)

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

Declaration

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

Signature: /Troy Nitsche/ Date Signed: 12/18/2010
Signatory's Name: Troy Nitsche
Signatory's Position: President

RAM Sale Number: 7417
RAM Accounting Date: 12/20/2010

Serial Number: 85201288
Internet Transmission Date: Sat Dec 18 17:42:20 EST 2010
TEAS Stamp: USPTO/BAS-72.234.80.161-20101218174220987640-85201288-4703a2ffcfb2d26ce95b952e0bf4a5ddb29-CC-7417-20101218172117867857

Giovanni's Aloha Shrimp

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