

ESTTA Tracking number: **ESTTA592199**

Filing date: **03/12/2014**

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	BRIAN S GLUCKSTEIN		
Entity	Individual	Citizenship	CANADA
Address	234 Davenport Road Toronto, Ontario, M5R 1J6 CANADA		

Attorney information	Susan L. Heller Greenberg Traurig, LLP 1840 Century Park East, Suite 1900 Los Angeles, CA 90067 UNITED STATES latm2@gtlaw.com Phone:(310) 586-6564		
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Registration Subject to Cancellation

Registration No	4294114	Registration date	02/26/2013
International Registration No.	NONE	International Registration Date	NONE
Registrant	GlucksteinHome Inc. 234 Davenport Road Toronto, CAX OntarioM5 CAX		

Goods/Services Subject to Cancellation

<p>Class 011. First Use: 0 First Use In Commerce: 0 All goods and services in the class are cancelled, namely: lamps; lights, namely, lighting fixtures; hurricane lamps; outdoor water fountains; garden lanterns</p>
<p>Class 020. First Use: 0 First Use In Commerce: 0 All goods and services in the class are cancelled, namely: Furniture, sofas, love-seats, occasional chairs, coffee tables, side tables, dining tables, dining chairs, chairs, ottomans, tables, cabinets, kitchen cabinetry, side boards, night stands, beds, headboards, armoires, dressers, shelves; framed artwork and mirrors; garden products, namely, patio tables, chairs, ottomans, benches; pillows; featherbeds; lounge chairs; decorative pillows; picture frames; umbrella stands; non metal garden stakes; magazine holders, namely, magazineracks; sculptures, namely, bone, ivory,plaster, plastic, wax or wood sculptures; interior window coverings, namely, vertical and horizontal louvers and blinds; decorative boxes made of bone, ivory, plaster, plastic, wax or wood; mattresses</p>
<p>Class 021. First Use: 0 First Use In Commerce: 0 All goods and services in the class are cancelled, namely: Beverage glassware; melamine dishes; pitchers; napkin holders; chip and dip bowls; dinnerware; wooden salad bowls and wooden serving pieces, namely, wooden forks, spoons, knives; decorative bowls; soap dishes; tumblers; lotion pumps; tissue holders; waste baskets; towel bars; toothbrush holders; ice buckets; punch bowls; napkin rings; body brushes; vases; candle sticks; baskets for domestic use, not of metal; bath products, namely, natural sea sponges; Sculptures, namely, china, crystal, earthenware, terra cotta,</p>

glass or porcelain sculptures; decorative boxes made of china, crystal, earthenware, terra cotta, glass or porcelain
Class 024. First Use: 0 First Use In Commerce: 0 All goods and services in the class are cancelled, namely: Beach towels, duvets and duvet covers, shams, bedskirts, quilts, blankets, bed linens; towels; linens, namely, table linen, kitchen linens, household linen; placemats and tablecloths made of cloth; Fabric window coverings and treatments, namely, curtains, draperies, sheers, swags and valances; cloth napkins
Class 027. First Use: 0 First Use In Commerce: 0 All goods and services in the class are cancelled, namely: Accent and area rugs; floor coverings; bath rugs

Grounds for Cancellation

False suggestion of a connection	Trademark Act section 2(a)
Priority and likelihood of confusion	Trademark Act section 2(d)
Dilution	Trademark Act section 43(c)

Marks Cited by Petitioner as Basis for Cancellation

U.S. Application No.	86218962	Application Date	
Registration Date	NONE	Foreign Priority Date	NONE
Word Mark	NONE		
Design Mark			
Description of Mark	NONE		
Goods/Services			

U.S. Application No.	86218823	Application Date	
Registration Date	NONE	Foreign Priority Date	NONE
Word Mark	NONE		
Design Mark			
Description of Mark	NONE		
Goods/Services			

U.S. Application No.	86218833	Application Date	
Registration Date	NONE	Foreign Priority Date	NONE
Word Mark	NONE		
Design Mark			
Description of Mark	NONE		
Goods/Services			

U.S. Application	86218841	Application Date	
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No.			
Registration Date	NONE	Foreign Priority Date	NONE
Word Mark	NONE		
Design Mark			
Description of Mark	NONE		
Goods/Services			

U.S. Application No.	86218853	Application Date	
Registration Date	NONE	Foreign Priority Date	NONE
Word Mark	NONE		
Design Mark			
Description of Mark	NONE		
Goods/Services			

U.S. Application No.	86218876	Application Date	
Registration Date	NONE	Foreign Priority Date	NONE
Word Mark	NONE		
Design Mark			
Description of Mark	NONE		
Goods/Services			

U.S. Application No.	86218893	Application Date	
Registration Date	NONE	Foreign Priority Date	NONE
Word Mark	NONE		
Design Mark			
Description of Mark	NONE		
Goods/Services			

U.S. Application No.	86218905	Application Date	
Registration Date	NONE	Foreign Priority Date	NONE
Word Mark	NONE		
Design Mark			
Description of Mark	NONE		
Goods/Services			

U.S. Application No.	86218917	Application Date	
Registration Date	NONE	Foreign Priority Date	NONE
Word Mark	NONE		
Design Mark			
Description of Mark	NONE		
Goods/Services			

U.S. Application No.	86218925	Application Date	
Registration Date	NONE	Foreign Priority Date	NONE
Word Mark	NONE		
Design Mark			
Description of Mark	NONE		
Goods/Services			

U.S. Application No.	86218930	Application Date	
Registration Date	NONE	Foreign Priority Date	NONE
Word Mark	NONE		
Design Mark			
Description of Mark	NONE		
Goods/Services			

Attachments	petition.pdf(126062 bytes) Exhibits.pdf(1923604 bytes)
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Certificate of Service

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

Signature	/slh/
Name	Susan L. Heller
Date	03/12/2014

provided such services under his name as well as the mark GLUCKSTEINDESIGN since at least as early as 1998. In addition, Gluckstein has, through a licensee, used the mark GLUCKSTEINHOME since at least as early as September 2011.

3. Gluckstein owns both common law rights and the following pending U.S. trademark applications for the marks GLUCKSTEINDESIGN and GLUCKSTEINHOME (the “GLUCKSTEIN Marks”):

MARK	SER. NO.	FILING DATE / FIRST USE DATE	CLASS: GOODS/SERVICES
GLUCKSTEINDESIGN	86/218,962	03.12.14 1998	Class 042: Interior design and decorating services; furnishing design services.
GLUCKSTEINHOME	86/218,823	03.12.14 2011	Class 003: Room fragrances, body care
GLUCKSTEINHOME	86/218,833	03.12.14 2011	Class 004: Candles
GLUCKSTEINHOME	86/218,841	03.12.14 2011	Class 008: Flatware, garden accessories
GLUCKSTEINHOME	86/218,853	03.12.14 ITU	Class 011: Indoor lighting
GLUCKSTEINHOME	86/218,876	03.12.14 2011	Class 020: Decorative cushions and throws; home accents; decorative accessories; picture frames; accent furniture; living room, dining room and bedroom furniture; furniture cabinets and dressers, Office furniture; outdoor and patio furniture; baby furniture; mattresses; bathroom fixtures.
GLUCKSTEINHOME	86/218,893	03.12.14 2011	Class 021: Dinnerware; table and decorative glassware; drinkware, serveware; bathroom accessories; barware, Outdoor dinnerware, glassware and serveware; crystal drinkware and giftware; napkin rings
GLUCKSTEINHOME	86/218,905	03.12.14 2011	Class 024: Bedding; comforters; bath towels; blankets; quilts; table linens, Fabrics for upholstery; baby bedding; window coverings
GLUCKSTEINHOME	86/218,917	03.12.14 2011	Class 027: Floor coverings, Bath rugs
GLUCKSTEINHOME	86/218,925	03.12.14 ITU	Class 025: Bathrobes
GLUCKSTEINHOME	86/218,930	03.12.14	Class 028: Christmas stockings; Christmas tree

MARK	SER. NO.	FILING DATE / FIRST USE DATE	CLASS: GOODS/SERVICES
		ITU	skirts; Christmas trees; Christmas ornaments; Christmas decorations.

Copies of the pending applications are attached hereto as Exhibit A and are made part of the record in these proceedings.

4. As a result of Gluckstein’s international recognition as an award-winning interior designer, the Gluckstein name and the GLUCKSTEIN Marks are closely associated with Gluckstein’s long-standing reputation for quality, luxury, and excellence in the design industry. The purchasing public has come to recognize and seek products and services branded with the GLUCKSTEIN Marks. Based on Gluckstein’s extensive and prominent use, the Gluckstein name and the GLUCKSTEIN Marks have achieved fame and represent enormous value and goodwill.

5. Upon information and belief, Respondent GLUCKSTEINHOME INC. is a Canadian corporation located at 234 Davenport Road, Toronto, Ontario M5R 1J8, CANADA (the “Respondent”).

6. On or around April 7, 2000, Gluckstein and the Respondent entered into a License Agreement in which Gluckstein gave Respondent permission to use the name, likeness and endorsement of Gluckstein in association with the products and services of the Respondent, including the use of the term GLUCKSTEINHOME in its trademarks or trade name (the “GLUCKSTEINHOME Mark”). A true and correct copy of the License Agreement, dated April 7, 2000, is attached hereto as Exhibit B and is made part of the record in these proceedings.

7. By its terms, the License Agreement terminated on April 7, 2010. See ¶4 of License Agreement at Exhibit B. Although the License Agreement terminated on April 7, 2010, Gluckstein and the Respondent continued to operate for some time as though the License Agreement was still in effect, thereby creating an implied license.

8. On or around September 10, 2010, Respondent filed a trademark application in the U.S. for the mark GLUCKSTEINHOME and Design as shown immediately below:



(the “Registered Mark”) used in connection with:

Class 11: lamps; lights, namely, lighting fixtures; hurricane lamps; outdoor water fountains; garden lanterns;

Class 20: Furniture, sofas, love-seats, occasional chairs, coffee tables, side tables, dining tables, dining chairs, chairs, ottomans, tables, cabinets, kitchen cabinetry, side boards, night stands, beds, headboards, armoires, dressers, shelves; framed artwork and mirrors; garden products, namely, patio tables, chairs, ottomans, benches; pillows; featherbeds; lounge chairs; decorative pillows; picture frames; umbrella stands; non metal garden stakes; magazine holders, namely, magazine racks; sculptures, namely, bone, ivory, plaster, plastic, wax or wood sculptures; interior window coverings, namely, vertical and horizontal louvers and blinds; decorative boxes made of bone, ivory, plaster, plastic, wax or wood; mattresses;

Class 21: Beverage glassware; melamine dishes; pitchers; napkin holders; chip and dip bowls; dinnerware; wooden salad bowls and wooden serving pieces, namely, wooden forks, spoons, knives; decorative bowls; soap dishes; tumblers; lotion pumps; tissue holders; waste baskets; towel bars; toothbrush holders; ice buckets; punch bowls; napkin rings; body brushes; vases; candle sticks; baskets for domestic use, not of metal; bath products, namely, natural sea sponges; Sculptures, namely, china, crystal, earthenware, terra cotta, glass or porcelain sculptures; decorative boxes made of china, crystal, earthenware, terra cotta, glass or porcelain;

Class 24: Beach towels, duvets and duvet covers, shams, bedskirts, quilts, blankets, bed linens; towels; linens, namely, table linen, kitchen linens, household linen; placemats and tablecloths made of cloth; Fabric window coverings and treatments, namely, curtains, draperies, sheers, swags and valances; cloth napkins; and

Class 27: Accent and area rugs; floor coverings; bath rugs.

The mark registered on February 26, 2013 as Registration No. 4,294,114 (the “Respondent’s Registration”) and is the subject of this Petition for Cancellation.

9. Sometime on or before June 28, 2013, Gluckstein revoked his grant to Respondent, terminating Respondent’s implied license to use the name, likeness and endorsement of Gluckstein,

including the GLUCKSTEINHOME Mark. Nevertheless, Respondent continued to use the GLUCKSTEINHOME Mark.

10. Gluckstein filed legal proceedings in the Ontario Superior Court of Justice Commercial List requesting an Order that Respondent promptly assign to Gluckstein “any and all trade-marks, trade-mark registrations or applications to register trade-marks used by, held by or in the name of [Respondent].” Attached as Exhibit C is a true and correct copy of the Notice of Application filed in Ontario Superior Court of Justice Commercial List on June 28, 2013.

11. Gluckstein has been and will continue to be damaged by the continued registration of Respondent’s Registration. As Gluckstein revoked permission to use, among others, the GLUCKSTEINHOME Mark, Respondent has no valid or legitimate basis for continuing to use the Registered Mark or maintaining the Respondent’s Registration.

12. Gluckstein is clearly the prior user and exclusive owner of the GLUCKSTEIN Marks (including variations thereof). Gluckstein used the GLUCKSTEIN Marks long before any date upon which Respondent can rely. Further, any “use” rights Respondent obtained through the license are derivative of Gluckstein’s superior ownership rights and, in any event, no longer exist given the expiration of the license.

13. The Registered Mark incorporates the descriptive wording “HOME,” which is merely descriptive when applied to home furnishings, home accessories, and other home related goods, with Gluckstein’s famous name. Accordingly, the Registered Mark directly evokes the distinctive commercial impression exclusively associated with Gluckstein, a world renowned designer. Given the fame and reputation of Gluckstein in the commercial and residential interior design industry, Respondent’s use of an identical mark is likely to cause consumer confusion in the marketplace as to Respondent’s association with Gluckstein.

14. The goods identified in Respondent’s Registration are identical and/or commercially related to the goods that Gluckstein offers or intends to offer under the GLUCKSTEIN Marks.

15. Due to the identical and/or near-identical nature of the parties' marks and underlying goods and services, it is highly likely that consumers will view the Registered Mark as a mere extension of or one of the famous GLUCKSTEIN Marks. As such, consumers will erroneously believe that the Registered Mark is connected to or otherwise associated with Gluckstein, or that Gluckstein has, to some degree, sponsored or endorsed Respondent's products. Accordingly, the Registered Mark is likely to cause confusion, mistake and/or deception among the consuming public regarding the source, affiliation and/or sponsorship between Gluckstein and its goods and services, and Respondent and its goods, all to the irreparable harm of Gluckstein.

16. In addition, because of the fame acquired by the GLUCKSTEIN Marks, continued registration of the Registered Mark will dilute the value and distinctive quality of the GLUCKSTEIN Marks.

17. The continued registration of the Registered Mark for the goods identified therein is inconsistent with Gluckstein's superior rights in the GLUCKSTEIN Marks, and has caused and will continue to cause damage to Gluckstein and Gluckstein's rights in the same.

18. The continued registration of the Registered Mark for the goods identified in Respondent's Registration is likely to cause confusion, mistake or deception by having the public erroneously assume or believe that such goods emanate from the same source or origin as Gluckstein, or are in some other way associated, endorsed, licensed, authorized, sponsored by, or, connected with Gluckstein, all to Gluckstein's irreparable damage in violation of Section 2(d) of the Trademark Act of 1946, 15 U.S.C. § 1052(d).

19. Respondent's Registration and continued use of the Registered Mark disparages or will disparage and falsely suggest a connection with Gluckstein and/or Gluckstein's goods and services, thereby causing loss, damage and injury to Gluckstein, in violation of Section 2(a) of the Trademark Act of 1946, 15 U.S.C. § 1052(a).

20. Respondent's Registration of the Registered Mark dilutes and/or is likely to dilute the GLUCKSTEIN Marks by impairing the distinctiveness of the GLUCKSTEIN Marks to identify
LA 131277333v5

exclusively goods and services offered by Gluckstein. Accordingly, registration of the mark shown in the Application herein opposed violates the Federal Trademark Dilution Act, 15 U.S.C. § 1125(c).

21. By virtue of the foregoing, Respondent's Registration is subject to cancellation and should be cancelled.

* * * *

WHEREFORE, Petitioner prays that U.S. Trademark Registration No. 4,294,114 be cancelled and that this Petition for Cancellation be sustained in favor of Petitioner.

Respectfully submitted,



By: _____
Susan L. Heller
Candice E. Kim
GREENBERG TRAUIG, LLP
1840 Century Park East, Suite 1900
Los Angeles, California 90067
Tel: (310) 586-3867
Fax: (310) 586-0567
LATM2@gtlaw.com

Attorneys for Petitioner

Dated: March 12, 2014

CERTIFICATE OF SERVICE

I hereby certify that I served a copy of the foregoing **PETITION FOR CANCELLATION** upon Respondent by depositing one copy thereof in the U.S. Mail, First-Class, postage prepaid, on March 12, 2014 addressed as follows:

GlucksteinHome Inc.
234 Davenport Road
Toronto, Ontario M5R 1J8
CANADA

and

Rose Auslander
Carter Ledyard & Milburn LLP
2 Wall Street, Fl. 13
New York, NY 10005-2072



EXHIBIT A

Sidhu, Harpo (Secy-LA-LT)

From: TEAS@uspto.gov
Sent: Wednesday, March 12, 2014 10:30 AM
To: LATM2
Subject: 146922-010200 Serial number 86218823: Received Your Trademark/Service Mark Application, Principal Register

Follow Up Flag: Follow up
Flag Status: Completed

1. **YOUR MARK:** GLUCKSTEINHOME (Standard Characters, mark.jpg)
The literal element of the mark consists of GLUCKSTEINHOME.
The mark consists of standard characters, without claim to any particular font, style, size, or color.
2. **YOUR SERIAL NUMBER:** We have received your U.S. Trademark Application and assigned serial number '86218823' to your submission. A summary of your application data is provided at the bottom of this message and serves as your official filing receipt. Please keep a copy of this information for your records. All correspondence concerning the application should reference your assigned serial number.

Please read all of the important information below. Not every mark is registrable with the USPTO and we do not refund the application filing fee(s) if a registration does not ultimately issue.

3. **RECEIVING E-MAIL COMMUNICATIONS/FILING DOCUMENTS ON-LINE:** If you have authorized receipt of correspondence by e-mail, please make sure that your server will accept USPTO e-mail and not treat it as SPAM. If you have not authorized communication by e-mail, please do so at any time by using the "Change of Correspondence Address" form, available at <http://www.uspto.gov/trademarks/teas/correspondence.jsp>. If you must submit correspondence to us, please use the Trademark Electronic Application System (TEAS) forms, available at <http://www.uspto.gov/trademarks/teas/index.jsp>.
4. **KEEP YOUR ADDRESS CURRENT IN USPTO RECORDS:** We do not extend filing deadlines due to a failure to receive USPTO mailings/e-mailings. You must update the correspondence and/or owner's address if a postal address and/or e-mail address changes, using the form(s) available at <http://www.uspto.gov/trademarks/teas/correspondence.jsp>.
5. **WARNING ABOUT UNSOLICITED COMMUNICATIONS:** You may receive trademark-related communications from private companies not associated with the USPTO. These communications frequently display customer-specific information, including your USPTO serial number or registration number and owner name, and request fees for trademark-related services, such as monitoring, listings in international publications, and document filing. None of the companies offering these services are affiliated with the USPTO or any other federal agency. All official correspondence will be from the "United States Patent and Trademark Office" in Alexandria, VA, and if by e-mail, specifically from the domain "@uspto.gov." Please consult the "Warning" page on the Trademarks section of the USPTO's website for further information about unsolicited communications and to view representative examples of them. For general information on filing and maintenance requirements for trademark applications and registrations, including fees required by law, please consult

www.uspto.gov, contact the TrademarkAssistanceCenter@uspto.gov or telephone 1-800-786-9199.

6. **LEGAL EXAMINATION PROCESS:** Your application is now pending examination. In approximately 3 months, your application will be assigned to a USPTO examining attorney for review. The application cannot mature into a registration unless all legal requirements are met, and many applications never satisfy these requirements and therefore never register. The overall process can take up to 18 months.
7. **CHECK STATUS AND REVIEW DOCUMENTS OR YOUR APPLICATION MAY BE UNINTENTIONALLY ABANDONED:** You **must** check the status and review all documents associated with your application at least every 3-4 months using Trademark Status and Document Retrieval (TSDR), available at <http://tsdr.uspto.gov/>.

Promptly e-mail the TrademarkAssistanceCenter@uspto.gov or telephone 1-800-786-9199 (select option #1) if an Office action (letter from the USPTO) or notice has issued for your application that you did not receive or do not understand. Failure to respond timely to any Office action or notice may result in the abandonment of your application, requiring you to pay an additional fee to have your application revived even if you did not receive the Office action or notice.

8. **FILING ERRORS:** If you discover an error in the application data, you must file a Voluntary Amendment at <http://www.uspto.gov/trademarks/teas/miscellaneous.jsp>. Do **not** submit any proposed amendment to TEAS@uspto.gov, because the TEAS technical support team may not make any data changes. Please wait approximately 7 days after the filing date of your application to submit a Voluntary Amendment in order to allow for initial upload of your application data into the USPTO database. The assigned examining attorney will determine the acceptability of any Voluntary Amendment during examination. Not all errors may be corrected. For example, if you submitted the wrong mark or if the proposed correction would be considered a material alteration to your original filing, it will not be accepted. In this situation, your only recourse would be to file a new application, with a new fee and no refund of your original filing fee.
9. **REQUEST FOR REFUND AND/OR CANCELLATION:** Since your application has already been assigned a serial number, please do not contact TEAS@uspto.gov to request a refund or to cancel the filing. We will only cancel the filing and refund the filing fee if the application does not meet minimum filing requirements. The fee is a processing fee that the USPTO does not refund, even if your mark does not proceed to registration.

In the limited situation where you inadvertently filed identical applications, one immediately after the other, because no confirmation of the first filing was received, please provide both serial numbers to the technical support team at TEAS@uspto.gov.

10. **SelectUSA:** The United States represents the largest, most dynamic marketplace in the world and is an unparalleled location for business investment, innovation, and commercialization of new technologies. The U.S. offers tremendous resources and advantages for those who invest and manufacture goods here. Through SelectUSA, our nation works to promote and facilitate business investment. SelectUSA provides information assistance to the international investor community; serves as an ombudsman for existing and potential investors; advocates on behalf of U.S. cities, states, and regions competing for global investment; and counsels U.S. economic development organizations on investment attraction best practices. To learn more about why the United States is the best country in the world to develop technology, manufacture products, deliver services, and grow your business, visit SelectUSA.gov or call +1-202-482-6800.

SUMMARY OF APPLICATION DATA FOLLOWS:

APPLICATION DATA: Trademark/Service Mark Application, Principal Register

The applicant, Brian Steven Gluckstein, a citizen of Canada, having an address of
234 Davenport Road
Toronto, Ontario M5R1J6
Canada

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 003: Room fragrances under use in commerce (Section 1(a)) AND Section 44(d), and Body care products under intent to use (Section 1(b)) AND Section 44(d).

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

In International Class 003, 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 00/00/2010, and first used in commerce at least as early as 00/00/2011, 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) photo of the mark.

Specimen-1 [SPE0-1-387523106-131834325_._Class_3_Specimen.pdf]

Priority based on foreign filing: Applicant has a bona fide intention to use the mark in commerce on or in connection with the identified goods and/or services and asserts a claim of priority based on Canada application number 1666955, filed 03/07/2014. 15 U.S.C. Section 1126(d), as amended.

INTENT TO PERFECT 44(d) : At this time, the applicant intends to rely on Section 44(e) as a basis for registration. If ultimately the applicant does not rely on Section 44(e) as a basis for registration, a valid claim of priority may be retained.

The applicant's current Attorney Information:

Susan L. Heller and Candice E. Kim of Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, California 90067
United States

The attorney docket/reference number is 146922-010200.

The applicant's current Correspondence Information:

Susan L. Heller
Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, California 90067
(310) 586-7700(phone)
(310) 586-0564(fax)
latm2@gtlaw.com (authorized)

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

Declaration Signature

The attached signature image file:

hw_387523106-131834325_._dec_glucksteinhome.pdf

Signatory's Name: Brian Steven Gluckstein

Signatory's Position: Applicant

Thank you,

The TEAS support team

Wed Mar 12 13:30:27 EDT 2014

STAMP: USPTO/BAS-38.75.23.106-20140312133027407784-86218823-

5007d651466342dadec9c803ca09939e07ca85a2bfaeb8ff68cda1a9779794d3d9d-DA-10755-

20140312131834325861

Sidhu, Harpo (Secy-LA-LT)

From: TEAS@uspto.gov
Sent: Wednesday, March 12, 2014 10:36 AM
To: LATM2
Subject: 146922-010200 Serial number 86218833: Received Your Trademark/Service Mark Application, Principal Register

Follow Up Flag: Follow up
Flag Status: Completed

1. **YOUR MARK:** GLUCKSTEINHOME (Standard Characters, mark.jpg)
The literal element of the mark consists of GLUCKSTEINHOME.
The mark consists of standard characters, without claim to any particular font, style, size, or color.
2. **YOUR SERIAL NUMBER:** We have received your U.S. Trademark Application and assigned serial number '86218833' to your submission. A summary of your application data is provided at the bottom of this message and serves as your official filing receipt. Please keep a copy of this information for your records. All correspondence concerning the application should reference your assigned serial number.

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4. **KEEP YOUR ADDRESS CURRENT IN USPTO RECORDS:** We do not extend filing deadlines due to a failure to receive USPTO mailings/e-mailings. You must update the correspondence and/or owner's address if a postal address and/or e-mail address changes, using the form(s) available at <http://www.uspto.gov/trademarks/teas/correspondence.jsp>.
5. **WARNING ABOUT UNSOLICITED COMMUNICATIONS:** You may receive trademark-related communications from private companies not associated with the USPTO. These communications frequently display customer-specific information, including your USPTO serial number or registration number and owner name, and request fees for trademark-related services, such as monitoring, listings in international publications, and document filing. None of the companies offering these services are affiliated with the USPTO or any other federal agency. All official correspondence will be from the "United States Patent and Trademark Office" in Alexandria, VA, and if by e-mail, specifically from the domain "@uspto.gov." Please consult the "Warning" page on the Trademarks section of the USPTO's website for further information about unsolicited communications and to view representative examples of them. For general information on filing and maintenance requirements for trademark applications and registrations, including fees required by law, please consult

www.uspto.gov, contact the TrademarkAssistanceCenter@uspto.gov or telephone 1-800-786-9199.

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9. **REQUEST FOR REFUND AND/OR CANCELLATION:** Since your application has already been assigned a serial number, please do not contact TEAS@uspto.gov to request a refund or to cancel the filing. We will only cancel the filing and refund the filing fee if the application does not meet minimum filing requirements. The fee is a processing fee that the USPTO does not refund, even if your mark does not proceed to registration.

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10. **SelectUSA:** The United States represents the largest, most dynamic marketplace in the world and is an unparalleled location for business investment, innovation, and commercialization of new technologies. The U.S. offers tremendous resources and advantages for those who invest and manufacture goods here. Through SelectUSA, our nation works to promote and facilitate business investment. SelectUSA provides information assistance to the international investor community; serves as an ombudsman for existing and potential investors; advocates on behalf of U.S. cities, states, and regions competing for global investment; and counsels U.S. economic development organizations on investment attraction best practices. To learn more about why the United States is the best country in the world to develop technology, manufacture products, deliver services, and grow your business, visit SelectUSA.gov or call +1-202-482-6800.

SUMMARY OF APPLICATION DATA FOLLOWS:

APPLICATION DATA: Trademark/Service Mark Application, Principal Register

The applicant, Brian Steven Gluckstein, a citizen of Canada, having an address of
234 Davenport Road
Toronto, Ontario M5R1J6
Canada

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 004: Candles

In International Class 004, 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 00/00/2007, and first used in commerce at least as early as 00/00/2011, 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) photo of the mark.

Specimen-1 [SPE0-1-387523106-131834325_._Class_3_Specimen.pdf]

Specimen-2 [SPE0-387523106-133105844_._candles.JPG]

Priority based on foreign filing: Applicant has a bona fide intention to use the mark in commerce on or in connection with the identified goods and/or services and asserts a claim of priority based on Canada application number 1666955, filed 03/07/2014. 15 U.S.C. Section 1126(d), as amended.

INTENT TO PERFECT 44(d) : At this time, the applicant intends to rely on Section 44(e) as a basis for registration. If ultimately the applicant does not rely on Section 44(e) as a basis for registration, a valid claim of priority may be retained.

The applicant's current Attorney Information:

Susan L. Heller and Candice E. Kim of Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, California 90067
United States

The attorney docket/reference number is 146922-010200.

The applicant's current Correspondence Information:

Susan L. Heller
Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, California 90067
(310) 586-7700(phone)
(310) 586-0564(fax)
latm2@gtlaw.com (authorized)

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

Declaration Signature

The attached signature image file:

hw_387523106-131834325_._dec_glucksteinhome.pdf

Signatory's Name: Brian Steven Gluckstein

Signatory's Position: Applicant

Thank you,

The TEAS support team

Wed Mar 12 13:36:01 EDT 2014

STAMP: USPTO/BAS-38.75.23.106-20140312133601195309-86218833-

50084822f839359a5e1cb1e6242b5cdce655a7b55bf2955aedc5964c8fc9420d8-DA-10831-

20140312133105844661

Sidhu, Harpo (Secy-LA-LT)

From: TEAS@uspto.gov
Sent: Wednesday, March 12, 2014 10:42 AM
To: LATM2
Subject: 146922-010200 Serial number 86218841: Received Your Trademark/Service Mark Application, Principal Register

Follow Up Flag: Follow up
Flag Status: Completed

1. **YOUR MARK:** GLUCKSTEINHOME (Standard Characters, mark.jpg)
The literal element of the mark consists of GLUCKSTEINHOME.
The mark consists of standard characters, without claim to any particular font, style, size, or color.
2. **YOUR SERIAL NUMBER:** We have received your U.S. Trademark Application and assigned serial number '86218841' to your submission. A summary of your application data is provided at the bottom of this message and serves as your official filing receipt. Please keep a copy of this information for your records. All correspondence concerning the application should reference your assigned serial number.

Please read all of the important information below. Not every mark is registrable with the USPTO and we do not refund the application filing fee(s) if a registration does not ultimately issue.

3. **RECEIVING E-MAIL COMMUNICATIONS/FILING DOCUMENTS ON-LINE:** If you have authorized receipt of correspondence by e-mail, please make sure that your server will accept USPTO e-mail and not treat it as SPAM. If you have not authorized communication by e-mail, please do so at any time by using the "Change of Correspondence Address" form, available at <http://www.uspto.gov/trademarks/teas/correspondence.jsp>. If you must submit correspondence to us, please use the Trademark Electronic Application System (TEAS) forms, available at <http://www.uspto.gov/trademarks/teas/index.jsp>.
4. **KEEP YOUR ADDRESS CURRENT IN USPTO RECORDS:** We do not extend filing deadlines due to a failure to receive USPTO mailings/e-mailings. You must update the correspondence and/or owner's address if a postal address and/or e-mail address changes, using the form(s) available at <http://www.uspto.gov/trademarks/teas/correspondence.jsp>.
5. **WARNING ABOUT UNSOLICITED COMMUNICATIONS:** You may receive trademark-related communications from private companies not associated with the USPTO. These communications frequently display customer-specific information, including your USPTO serial number or registration number and owner name, and request fees for trademark-related services, such as monitoring, listings in international publications, and document filing. None of the companies offering these services are affiliated with the USPTO or any other federal agency. All official correspondence will be from the "United States Patent and Trademark Office" in Alexandria, VA, and if by e-mail, specifically from the domain "@uspto.gov." Please consult the "Warning" page on the Trademarks section of the USPTO's website for further information about unsolicited communications and to view representative examples of them. For general information on filing and maintenance requirements for trademark applications and registrations, including fees required by law, please consult

www.uspto.gov, contact the TrademarkAssistanceCenter@uspto.gov or telephone 1-800-786-9199.

6. **LEGAL EXAMINATION PROCESS:** Your application is now pending examination. In approximately 3 months, your application will be assigned to a USPTO examining attorney for review. The application cannot mature into a registration unless all legal requirements are met, and many applications never satisfy these requirements and therefore never register. The overall process can take up to 18 months.
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SUMMARY OF APPLICATION DATA FOLLOWS:

APPLICATION DATA: Trademark/Service Mark Application, Principal Register

The applicant, Brian Steven Gluckstein, a citizen of Canada, having an address of
234 Davenport Road
Toronto, Ontario M5R1J6
Canada

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 008: Flatware under use in commerce (Section 1(a)) AND Section 44(d), and Garden accessories under intent to use (Section 1(b)) AND Section 44(d).

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

In International Class 008, 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 00/00/2010, and first used in commerce at least as early as 00/00/2011, 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) photo of the mark.

Specimen-1 [SPE0-387523106-133718246_._flatware.jpg]

Priority based on foreign filing: Applicant has a bona fide intention to use the mark in commerce on or in connection with the identified goods and/or services and asserts a claim of priority based on Canada application number 1666955, filed 03/07/2014. 15 U.S.C. Section 1126(d), as amended.

INTENT TO PERFECT 44(d) : At this time, the applicant intends to rely on Section 44(e) as a basis for registration. If ultimately the applicant does not rely on Section 44(e) as a basis for registration, a valid claim of priority may be retained.

The applicant's current Attorney Information:

Susan L. Heller and Candice E. Kim of Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, California 90067
United States

The attorney docket/reference number is 146922-010200.

The applicant's current Correspondence Information:

Susan L. Heller
Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, California 90067
(310) 586-7700(phone)
(310) 586-0564(fax)
latm2@gtlaw.com (authorized)

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

Declaration Signature

The attached signature image file:

hw_387523106-131834325_._dec_glucksteinhome.pdf

Signatory's Name: Brian Steven Gluckstein

Signatory's Position: Applicant

Thank you,

The TEAS support team

Wed Mar 12 13:41:32 EDT 2014

STAMP: USPTO/BAS-38.75.23.106-20140312134132188665-86218841-

5009e3874a85948d778dde33599bbbba81571cb2fcbbd55923f2864bc5aa75590-DA-10914-

20140312133718246883

Sidhu, Harpo (Secy-LA-LT)

From: TEAS@uspto.gov
Sent: Wednesday, March 12, 2014 10:45 AM
To: LATM2
Subject: 146922-010200 Serial number 86218853: Received Your Trademark/Service Mark Application, Principal Register

Follow Up Flag: Follow up
Flag Status: Completed

1. **YOUR MARK:** GLUCKSTEINHOME (Standard Characters, mark.jpg)
The literal element of the mark consists of GLUCKSTEINHOME.
The mark consists of standard characters, without claim to any particular font, style, size, or color.
2. **YOUR SERIAL NUMBER:** We have received your U.S. Trademark Application and assigned serial number '86218853' to your submission. A summary of your application data is provided at the bottom of this message and serves as your official filing receipt. Please keep a copy of this information for your records. All correspondence concerning the application should reference your assigned serial number.

Please read all of the important information below. Not every mark is registrable with the USPTO and we do not refund the application filing fee(s) if a registration does not ultimately issue.

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4. **KEEP YOUR ADDRESS CURRENT IN USPTO RECORDS:** We do not extend filing deadlines due to a failure to receive USPTO mailings/e-mailings. You must update the correspondence and/or owner's address if a postal address and/or e-mail address changes, using the form(s) available at <http://www.uspto.gov/trademarks/teas/correspondence.jsp>.
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SUMMARY OF APPLICATION DATA FOLLOWS:

APPLICATION DATA: Trademark/Service Mark Application, Principal Register

The applicant, Brian Steven Gluckstein, a citizen of Canada, having an address of
234 Davenport Road
Toronto, Ontario M5R1J6
Canada

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 011: Indoor lighting

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

Priority based on foreign filing: Applicant has a bona fide intention to use the mark in commerce on or in connection with the identified goods and/or services and asserts a claim of priority based on Canada application number 1666955, filed 03/07/2014. 15 U.S.C. Section 1126(d), as amended.

INTENT TO PERFECT 44(d) : At this time, the applicant intends to rely on Section 44(e) as a basis for registration. If ultimately the applicant does not rely on Section 44(e) as a basis for registration, a valid claim of priority may be retained.

The applicant's current Attorney Information:

Susan L. Heller and Candice E. Kim of Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, California 90067
United States

The attorney docket/reference number is 146922-010200.

The applicant's current Correspondence Information:

Susan L. Heller
Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, California 90067
(310) 586-7700(phone)
(310) 586-0564(fax)
latm2@gtlaw.com (authorized)

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

Declaration Signature

The attached signature image file:

hw_387523106-131834325_._dec_glucksteinhome.pdf

Signatory's Name: Brian Steven Gluckstein
Signatory's Position: Applicant

Thank you,

The TEAS support team

Wed Mar 12 13:44:38 EDT 2014

STAMP: USPTO/BAS-38.75.23.106-20140312134438049059-86218853-
500a0fc07c79c2e4c6199ebd21f21195668bf980e8a6af211940861599776bbb1f-DA-10965-
20140312134304363244

Sidhu, Harpo (Secy-LA-LT)

From: TEAS@uspto.gov
Sent: Wednesday, March 12, 2014 10:53 AM
To: LATM2
Subject: 146922-010200 Serial number 86218876: Received Your Trademark/Service Mark Application, Principal Register

Follow Up Flag: Follow up
Flag Status: Completed

1. **YOUR MARK:** GLUCKSTEINHOME (Standard Characters, mark.jpg)
The literal element of the mark consists of GLUCKSTEINHOME.
The mark consists of standard characters, without claim to any particular font, style, size, or color.
2. **YOUR SERIAL NUMBER:** We have received your U.S. Trademark Application and assigned serial number '86218876' to your submission. A summary of your application data is provided at the bottom of this message and serves as your official filing receipt. Please keep a copy of this information for your records. All correspondence concerning the application should reference your assigned serial number.

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4. **KEEP YOUR ADDRESS CURRENT IN USPTO RECORDS:** We do not extend filing deadlines due to a failure to receive USPTO mailings/e-mailings. You must update the correspondence and/or owner's address if a postal address and/or e-mail address changes, using the form(s) available at <http://www.uspto.gov/trademarks/teas/correspondence.jsp>.
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SUMMARY OF APPLICATION DATA FOLLOWS:

APPLICATION DATA: Trademark/Service Mark Application, Principal Register

The applicant, Brian Steven Gluckstein, a citizen of Canada, having an address of
234 Davenport Road
Toronto, Ontario M5R1J6
Canada

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 020: Decorative cushions and throws; home accents; decorative accessories; picture frames; accent furniture; living room, dining room and bedroom furniture; furniture cabinets and dressers under use in commerce (Section 1(a)) AND Section 44(d), and Office furniture; outdoor and patio furniture; baby furniture; mattresses; bathroom fixtures under intent to use (Section 1(b)) AND Section 44(d). (Decorative cushions and throws; home accents; decorative accessories; picture frames; accent furniture: Date of First Use anywhere/interstate commerce: 2011)

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

In International Class 020, 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 00/00/2011, and first used in commerce at least as early as 00/00/2011, 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) photo of the mark.

Specimen-1 [SPE0-387523106-134457676_._cushion.jpg]

Specimen-2 [SPE0-387523106-134457676_._frame2.jpg]

Specimen-3 [SPE0-387523106-134457676_._frames_1.jpg]

Priority based on foreign filing: Applicant has a bona fide intention to use the mark in commerce on or in connection with the identified goods and/or services and asserts a claim of priority based on Canada application number 1666955, filed 03/07/2014. 15 U.S.C. Section 1126(d), as amended.

INTENT TO PERFECT 44(d) : At this time, the applicant intends to rely on Section 44(e) as a basis for registration. If ultimately the applicant does not rely on Section 44(e) as a basis for registration, a valid claim of priority may be retained.

The applicant's current Attorney Information:

Susan L. Heller and Candice E. Kim of Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, California 90067
United States

The attorney docket/reference number is 146922-010200.

The applicant's current Correspondence Information:

Susan L. Heller
Greenberg Traurig, LLP
1840 Century Park East, Suite 1900

Los Angeles, California 90067
(310) 586-7700(phone)
(310) 586-0564(fax)
latm2@gtlaw.com (authorized)

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

Declaration Signature

The attached signature image file:
hw_387523106-131834325_._dec_glucksteinhome.pdf

Signatory's Name: Brian Steven Gluckstein
Signatory's Position: Applicant

Thank you,

The TEAS support team
Wed Mar 12 13:53:20 EDT 2014
STAMP: USPTO/BAS-38.75.23.106-20140312135320442430-86218876-
50040fde3afc2b39773851f9550b8514bbb1de781bab5d73abae5d19b6a3231c4d-DA-130-
20140312134457676931

Sidhu, Harpo (Secy-LA-LT)

From: TEAS@uspto.gov
Sent: Wednesday, March 12, 2014 10:59 AM
To: LATM2
Subject: 146922-010200 Serial number 86218893: Received Your Trademark/Service Mark Application, Principal Register

Follow Up Flag: Follow up
Flag Status: Completed

1. **YOUR MARK:** GLUCKSTEINHOME (Standard Characters, mark.jpg)
The literal element of the mark consists of GLUCKSTEINHOME.
The mark consists of standard characters, without claim to any particular font, style, size, or color.
2. **YOUR SERIAL NUMBER:** We have received your U.S. Trademark Application and assigned serial number '86218893' to your submission. A summary of your application data is provided at the bottom of this message and serves as your official filing receipt. Please keep a copy of this information for your records. All correspondence concerning the application should reference your assigned serial number.

Please read all of the important information below. Not every mark is registrable with the USPTO and we do not refund the application filing fee(s) if a registration does not ultimately issue.

3. **RECEIVING E-MAIL COMMUNICATIONS/FILING DOCUMENTS ON-LINE:** If you have authorized receipt of correspondence by e-mail, please make sure that your server will accept USPTO e-mail and not treat it as SPAM. If you have not authorized communication by e-mail, please do so at any time by using the "Change of Correspondence Address" form, available at <http://www.uspto.gov/trademarks/teas/correspondence.jsp>. If you must submit correspondence to us, please use the Trademark Electronic Application System (TEAS) forms, available at <http://www.uspto.gov/trademarks/teas/index.jsp>.
4. **KEEP YOUR ADDRESS CURRENT IN USPTO RECORDS:** We do not extend filing deadlines due to a failure to receive USPTO mailings/e-mailings. You must update the correspondence and/or owner's address if a postal address and/or e-mail address changes, using the form(s) available at <http://www.uspto.gov/trademarks/teas/correspondence.jsp>.
5. **WARNING ABOUT UNSOLICITED COMMUNICATIONS:** You may receive trademark-related communications from private companies not associated with the USPTO. These communications frequently display customer-specific information, including your USPTO serial number or registration number and owner name, and request fees for trademark-related services, such as monitoring, listings in international publications, and document filing. None of the companies offering these services are affiliated with the USPTO or any other federal agency. All official correspondence will be from the "United States Patent and Trademark Office" in Alexandria, VA, and if by e-mail, specifically from the domain "@uspto.gov." Please consult the "Warning" page on the Trademarks section of the USPTO's website for further information about unsolicited communications and to view representative examples of them. For general information on filing and maintenance requirements for trademark applications and registrations, including fees required by law, please consult

www.uspto.gov, contact the TrademarkAssistanceCenter@uspto.gov or telephone 1-800-786-9199.

6. **LEGAL EXAMINATION PROCESS:** Your application is now pending examination. In approximately 3 months, your application will be assigned to a USPTO examining attorney for review. The application cannot mature into a registration unless all legal requirements are met, and many applications never satisfy these requirements and therefore never register. The overall process can take up to 18 months.
7. **CHECK STATUS AND REVIEW DOCUMENTS OR YOUR APPLICATION MAY BE UNINTENTIONALLY ABANDONED:** You **must** check the status and review all documents associated with your application at least every 3-4 months using Trademark Status and Document Retrieval (TSDR), available at <http://tsdr.uspto.gov/>.

Promptly e-mail the TrademarkAssistanceCenter@uspto.gov or telephone 1-800-786-9199 (select option #1) if an Office action (letter from the USPTO) or notice has issued for your application that you did not receive or do not understand. Failure to respond timely to any Office action or notice may result in the abandonment of your application, requiring you to pay an additional fee to have your application revived even if you did not receive the Office action or notice.

8. **FILING ERRORS:** If you discover an error in the application data, you must file a Voluntary Amendment at <http://www.uspto.gov/trademarks/teas/miscellaneous.jsp>. Do **not** submit any proposed amendment to TEAS@uspto.gov, because the TEAS technical support team may not make any data changes. Please wait approximately 7 days after the filing date of your application to submit a Voluntary Amendment in order to allow for initial upload of your application data into the USPTO database. The assigned examining attorney will determine the acceptability of any Voluntary Amendment during examination. Not all errors may be corrected. For example, if you submitted the wrong mark or if the proposed correction would be considered a material alteration to your original filing, it will not be accepted. In this situation, your only recourse would be to file a new application, with a new fee and no refund of your original filing fee.
9. **REQUEST FOR REFUND AND/OR CANCELLATION:** Since your application has already been assigned a serial number, please do not contact TEAS@uspto.gov to request a refund or to cancel the filing. We will only cancel the filing and refund the filing fee if the application does not meet minimum filing requirements. The fee is a processing fee that the USPTO does not refund, even if your mark does not proceed to registration.

In the limited situation where you inadvertently filed identical applications, one immediately after the other, because no confirmation of the first filing was received, please provide both serial numbers to the technical support team at TEAS@uspto.gov.

10. **SelectUSA:** The United States represents the largest, most dynamic marketplace in the world and is an unparalleled location for business investment, innovation, and commercialization of new technologies. The U.S. offers tremendous resources and advantages for those who invest and manufacture goods here. Through SelectUSA, our nation works to promote and facilitate business investment. SelectUSA provides information assistance to the international investor community; serves as an ombudsman for existing and potential investors; advocates on behalf of U.S. cities, states, and regions competing for global investment; and counsels U.S. economic development organizations on investment attraction best practices. To learn more about why the United States is the best country in the world to develop technology, manufacture products, deliver services, and grow your business, visit SelectUSA.gov or call +1-202-482-6800.

SUMMARY OF APPLICATION DATA FOLLOWS:

APPLICATION DATA: Trademark/Service Mark Application, Principal Register

The applicant, Brian Steven Gluckstein, a citizen of Canada, having an address of
234 Davenport Road
Toronto, Ontario M5R1J6
Canada

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

International Class 021: Dinnerware; table and decorative glassware; drinkware, serveware; bathroom accessories; barware under use in commerce (Section 1(a)) AND Section 44(d), and Outdoor dinnerware, glassware and serveware; crystal drinkware and giftware; napkin rings under intent to use (Section 1(b)) AND Section 44(d).

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

In International Class 021, 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 00/00/2004, and first used in commerce at least as early as 00/00/2011, 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) photo of the mark.

Specimen-1 [SPE0-387523106-135401422_._bathroom.jpg]

Specimen-2 [SPE0-387523106-135401422_._barware.jpg]

Specimen-3 [SPE0-387523106-135401422_._dinnerware.JPG]

Priority based on foreign filing: Applicant has a bona fide intention to use the mark in commerce on or in connection with the identified goods and/or services and asserts a claim of priority based on Canada application number 1666955, filed 03/07/2014. 15 U.S.C. Section 1126(d), as amended.

INTENT TO PERFECT 44(d) : At this time, the applicant intends to rely on Section 44(e) as a basis for registration. If ultimately the applicant does not rely on Section 44(e) as a basis for registration, a valid claim of priority may be retained.

The applicant's current Attorney Information:

Susan L. Heller and Candice E. Kim of Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, California 90067
United States

The attorney docket/reference number is 146922-010200.

The applicant's current Correspondence Information:

Susan L. Heller
Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, California 90067

(310) 586-7700(phone)

(310) 586-0564(fax)

latm2@gtlaw.com (authorized)

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

Declaration Signature

The attached signature image file:

hw_387523106-131834325_._dec_glucksteinhome.pdf

Signatory's Name: Brian Steven Gluckstein

Signatory's Position: Applicant

Thank you,

The TEAS support team

Wed Mar 12 13:58:51 EDT 2014

STAMP: USPTO/BAS-38.75.23.106-20140312135851275410-86218893-

500c44b57347d3e313131f96943ee3a2d5998339dcc84b9dde8b89501bc9a4788-DA-237-

20140312135401422576

Sidhu, Harpo (Secy-LA-LT)

From: TEAS@uspto.gov
Sent: Wednesday, March 12, 2014 11:04 AM
To: LATM2
Subject: 146922-010200 Serial number 86218905: Received Your Trademark/Service Mark Application, Principal Register

Follow Up Flag: Follow up
Flag Status: Completed

1. **YOUR MARK:** GLUCKSTEINHOME (Standard Characters, mark.jpg)
The literal element of the mark consists of GLUCKSTEINHOME.
The mark consists of standard characters, without claim to any particular font, style, size, or color.
2. **YOUR SERIAL NUMBER:** We have received your U.S. Trademark Application and assigned serial number '86218905' to your submission. A summary of your application data is provided at the bottom of this message and serves as your official filing receipt. Please keep a copy of this information for your records. All correspondence concerning the application should reference your assigned serial number.

Please read all of the important information below. Not every mark is registrable with the USPTO and we do not refund the application filing fee(s) if a registration does not ultimately issue.

3. **RECEIVING E-MAIL COMMUNICATIONS/FILING DOCUMENTS ON-LINE:** If you have authorized receipt of correspondence by e-mail, please make sure that your server will accept USPTO e-mail and not treat it as SPAM. If you have not authorized communication by e-mail, please do so at any time by using the "Change of Correspondence Address" form, available at <http://www.uspto.gov/trademarks/teas/correspondence.jsp>. If you must submit correspondence to us, please use the Trademark Electronic Application System (TEAS) forms, available at <http://www.uspto.gov/trademarks/teas/index.jsp>.
4. **KEEP YOUR ADDRESS CURRENT IN USPTO RECORDS:** We do not extend filing deadlines due to a failure to receive USPTO mailings/e-mailings. You must update the correspondence and/or owner's address if a postal address and/or e-mail address changes, using the form(s) available at <http://www.uspto.gov/trademarks/teas/correspondence.jsp>.
5. **WARNING ABOUT UNSOLICITED COMMUNICATIONS:** You may receive trademark-related communications from private companies not associated with the USPTO. These communications frequently display customer-specific information, including your USPTO serial number or registration number and owner name, and request fees for trademark-related services, such as monitoring, listings in international publications, and document filing. None of the companies offering these services are affiliated with the USPTO or any other federal agency. All official correspondence will be from the "United States Patent and Trademark Office" in Alexandria, VA, and if by e-mail, specifically from the domain "@uspto.gov." Please consult the "Warning" page on the Trademarks section of the USPTO's website for further information about unsolicited communications and to view representative examples of them. For general information on filing and maintenance requirements for trademark applications and registrations, including fees required by law, please consult

www.uspto.gov, contact the TrademarkAssistanceCenter@uspto.gov or telephone 1-800-786-9199.

6. **LEGAL EXAMINATION PROCESS:** Your application is now pending examination. In approximately 3 months, your application will be assigned to a USPTO examining attorney for review. The application cannot mature into a registration unless all legal requirements are met, and many applications never satisfy these requirements and therefore never register. The overall process can take up to 18 months.
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9. **REQUEST FOR REFUND AND/OR CANCELLATION:** Since your application has already been assigned a serial number, please do not contact TEAS@uspto.gov to request a refund or to cancel the filing. We will only cancel the filing and refund the filing fee if the application does not meet minimum filing requirements. The fee is a processing fee that the USPTO does not refund, even if your mark does not proceed to registration.

In the limited situation where you inadvertently filed identical applications, one immediately after the other, because no confirmation of the first filing was received, please provide both serial numbers to the technical support team at TEAS@uspto.gov.

10. **SelectUSA:** The United States represents the largest, most dynamic marketplace in the world and is an unparalleled location for business investment, innovation, and commercialization of new technologies. The U.S. offers tremendous resources and advantages for those who invest and manufacture goods here. Through SelectUSA, our nation works to promote and facilitate business investment. SelectUSA provides information assistance to the international investor community; serves as an ombudsman for existing and potential investors; advocates on behalf of U.S. cities, states, and regions competing for global investment; and counsels U.S. economic development organizations on investment attraction best practices. To learn more about why the United States is the best country in the world to develop technology, manufacture products, deliver services, and grow your business, visit SelectUSA.gov or call +1-202-482-6800.

SUMMARY OF APPLICATION DATA FOLLOWS:

APPLICATION DATA: Trademark/Service Mark Application, Principal Register

The applicant, Brian Steven Gluckstein, a citizen of Canada, having an address of
234 Davenport Road
Toronto, Ontario M5R1J6
Canada

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 024: Bedding; comforters; bath towels; blankets; quilts; table linens under use in commerce (Section 1(a)) AND Section 44(d), and Fabrics for upholstery; baby bedding; window coverings under intent to use (Section 1(b)) AND Section 44(d).

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

In International Class 024, 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 00/00/2001, and first used in commerce at least as early as 00/00/2011, 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) photo of the mark.

Specimen-1 [SPE0-387523106-140114585_._bedding1.JPG]

Specimen-2 [SPE0-387523106-140114585_._bedding2.JPG]

Priority based on foreign filing: Applicant has a bona fide intention to use the mark in commerce on or in connection with the identified goods and/or services and asserts a claim of priority based on Canada application number 1666955, filed 03/07/2014. 15 U.S.C. Section 1126(d), as amended.

INTENT TO PERFECT 44(d) : At this time, the applicant intends to rely on Section 44(e) as a basis for registration. If ultimately the applicant does not rely on Section 44(e) as a basis for registration, a valid claim of priority may be retained.

The applicant's current Attorney Information:

Susan L. Heller and Candice E. Kim of Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, California 90067
United States

The attorney docket/reference number is 146922-010200.

The applicant's current Correspondence Information:

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(310) 586-7700(phone)
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latm2@gtlaw.com (authorized)

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

Declaration Signature

The attached signature image file:

hw_387523106-131834325_._dec_glucksteinhome.pdf

Signatory's Name: Brian Steven Gluckstein

Signatory's Position: Applicant

Thank you,

The TEAS support team

Wed Mar 12 14:03:38 EDT 2014

STAMP: USPTO/BAS-38.75.23.106-20140312140337983535-86218905-500648e5dbafd7365b14cef6d42615ac543b23ad496aa9b92f1c2ed9bd5b606c29-DA-325-20140312140114585837

Sidhu, Harpo (Secy-LA-LT)

From: TEAS@uspto.gov
Sent: Wednesday, March 12, 2014 11:09 AM
To: LATM2
Subject: 146922-010200 Serial number 86218917: Received Your Trademark/Service Mark Application, Principal Register

Follow Up Flag: Follow up
Flag Status: Completed

1. **YOUR MARK:** GLUCKSTEINHOME (Standard Characters, mark.jpg)
The literal element of the mark consists of GLUCKSTEINHOME.
The mark consists of standard characters, without claim to any particular font, style, size, or color.
2. **YOUR SERIAL NUMBER:** We have received your U.S. Trademark Application and assigned serial number '86218917' to your submission. A summary of your application data is provided at the bottom of this message and serves as your official filing receipt. Please keep a copy of this information for your records. All correspondence concerning the application should reference your assigned serial number.

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SUMMARY OF APPLICATION DATA FOLLOWS:

APPLICATION DATA: Trademark/Service Mark Application, Principal Register

The applicant, Brian Steven Gluckstein, a citizen of Canada, having an address of
234 Davenport Road
Toronto, Ontario M5R1J6
Canada

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 027: Floor coverings under use in commerce (Section 1(a)) AND Section 44(d), and Bath rugs under intent to use (Section 1(b)) AND Section 44(d).

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

In International Class 027, 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 00/00/2004, and first used in commerce at least as early as 00/00/2011, 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) photo of the mark.

Specimen-1 [SPE0-387523106-140536999_._floor_coverings.pdf]

Priority based on foreign filing: Applicant has a bona fide intention to use the mark in commerce on or in connection with the identified goods and/or services and asserts a claim of priority based on Canada application number 1666955, filed 03/07/2014. 15 U.S.C. Section 1126(d), as amended.

INTENT TO PERFECT 44(d) : At this time, the applicant intends to rely on Section 44(e) as a basis for registration. If ultimately the applicant does not rely on Section 44(e) as a basis for registration, a valid claim of priority may be retained.

The applicant's current Attorney Information:

Susan L. Heller and Candice E. Kim of Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, California 90067
United States

The attorney docket/reference number is 146922-010200.

The applicant's current Correspondence Information:

Susan L. Heller
Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, California 90067
(310) 586-7700(phone)
(310) 586-0564(fax)
latm2@gtlaw.com (authorized)

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

Declaration Signature

The attached signature image file:

hw_387523106-131834325_._dec_glucksteinhome.pdf

Signatory's Name: Brian Steven Gluckstein

Signatory's Position: Applicant

Thank you,

The TEAS support team

Wed Mar 12 14:09:28 EDT 2014

STAMP: USPTO/BAS-38.75.23.106-20140312140928009112-86218917-

5002fbf93a2cc46b8de7d588cc35d1d8b55f9d0b38972617a78f13dafffee2eb81-DA-437-

20140312140536999673

Sidhu, Harpo (Secy-LA-LT)

From: TEAS@uspto.gov
Sent: Wednesday, March 12, 2014 11:11 AM
To: LATM2
Subject: 146922-010200 Serial number 86218925: Received Your Trademark/Service Mark Application, Principal Register

Follow Up Flag: Follow up
Flag Status: Completed

1. **YOUR MARK:** GLUCKSTEINHOME (Standard Characters, mark.jpg)
The literal element of the mark consists of GLUCKSTEINHOME.
The mark consists of standard characters, without claim to any particular font, style, size, or color.
2. **YOUR SERIAL NUMBER:** We have received your U.S. Trademark Application and assigned serial number '86218925' to your submission. A summary of your application data is provided at the bottom of this message and serves as your official filing receipt. Please keep a copy of this information for your records. All correspondence concerning the application should reference your assigned serial number.

Please read all of the important information below. Not every mark is registrable with the USPTO and we do not refund the application filing fee(s) if a registration does not ultimately issue.

3. **RECEIVING E-MAIL COMMUNICATIONS/FILING DOCUMENTS ON-LINE:** If you have authorized receipt of correspondence by e-mail, please make sure that your server will accept USPTO e-mail and not treat it as SPAM. If you have not authorized communication by e-mail, please do so at any time by using the "Change of Correspondence Address" form, available at <http://www.uspto.gov/trademarks/teas/correspondence.jsp>. If you must submit correspondence to us, please use the Trademark Electronic Application System (TEAS) forms, available at <http://www.uspto.gov/trademarks/teas/index.jsp>.
4. **KEEP YOUR ADDRESS CURRENT IN USPTO RECORDS:** We do not extend filing deadlines due to a failure to receive USPTO mailings/e-mailings. You must update the correspondence and/or owner's address if a postal address and/or e-mail address changes, using the form(s) available at <http://www.uspto.gov/trademarks/teas/correspondence.jsp>.
5. **WARNING ABOUT UNSOLICITED COMMUNICATIONS:** You may receive trademark-related communications from private companies not associated with the USPTO. These communications frequently display customer-specific information, including your USPTO serial number or registration number and owner name, and request fees for trademark-related services, such as monitoring, listings in international publications, and document filing. None of the companies offering these services are affiliated with the USPTO or any other federal agency. All official correspondence will be from the "United States Patent and Trademark Office" in Alexandria, VA, and if by e-mail, specifically from the domain "@uspto.gov." Please consult the "Warning" page on the Trademarks section of the USPTO's website for further information about unsolicited communications and to view representative examples of them. For general information on filing and maintenance requirements for trademark applications and registrations, including fees required by law, please consult

www.uspto.gov, contact the TrademarkAssistanceCenter@uspto.gov or telephone 1-800-786-9199.

6. **LEGAL EXAMINATION PROCESS:** Your application is now pending examination. In approximately 3 months, your application will be assigned to a USPTO examining attorney for review. The application cannot mature into a registration unless all legal requirements are met, and many applications never satisfy these requirements and therefore never register. The overall process can take up to 18 months.
7. **CHECK STATUS AND REVIEW DOCUMENTS OR YOUR APPLICATION MAY BE UNINTENTIONALLY ABANDONED:** You **must** check the status and review all documents associated with your application at least every 3-4 months using Trademark Status and Document Retrieval (TSDR), available at <http://tsdr.uspto.gov/>.

Promptly e-mail the TrademarkAssistanceCenter@uspto.gov or telephone 1-800-786-9199 (select option #1) if an Office action (letter from the USPTO) or notice has issued for your application that you did not receive or do not understand. Failure to respond timely to any Office action or notice may result in the abandonment of your application, requiring you to pay an additional fee to have your application revived even if you did not receive the Office action or notice.

8. **FILING ERRORS:** If you discover an error in the application data, you must file a Voluntary Amendment at <http://www.uspto.gov/trademarks/teas/miscellaneous.jsp>. Do **not** submit any proposed amendment to TEAS@uspto.gov, because the TEAS technical support team may not make any data changes. Please wait approximately 7 days after the filing date of your application to submit a Voluntary Amendment in order to allow for initial upload of your application data into the USPTO database. The assigned examining attorney will determine the acceptability of any Voluntary Amendment during examination. Not all errors may be corrected. For example, if you submitted the wrong mark or if the proposed correction would be considered a material alteration to your original filing, it will not be accepted. In this situation, your only recourse would be to file a new application, with a new fee and no refund of your original filing fee.
9. **REQUEST FOR REFUND AND/OR CANCELLATION:** Since your application has already been assigned a serial number, please do not contact TEAS@uspto.gov to request a refund or to cancel the filing. We will only cancel the filing and refund the filing fee if the application does not meet minimum filing requirements. The fee is a processing fee that the USPTO does not refund, even if your mark does not proceed to registration.

In the limited situation where you inadvertently filed identical applications, one immediately after the other, because no confirmation of the first filing was received, please provide both serial numbers to the technical support team at TEAS@uspto.gov.

10. **SelectUSA:** The United States represents the largest, most dynamic marketplace in the world and is an unparalleled location for business investment, innovation, and commercialization of new technologies. The U.S. offers tremendous resources and advantages for those who invest and manufacture goods here. Through SelectUSA, our nation works to promote and facilitate business investment. SelectUSA provides information assistance to the international investor community; serves as an ombudsman for existing and potential investors; advocates on behalf of U.S. cities, states, and regions competing for global investment; and counsels U.S. economic development organizations on investment attraction best practices. To learn more about why the United States is the best country in the world to develop technology, manufacture products, deliver services, and grow your business, visit SelectUSA.gov or call +1-202-482-6800.

SUMMARY OF APPLICATION DATA FOLLOWS:

APPLICATION DATA: Trademark/Service Mark Application, Principal Register

The applicant, Brian Steven Gluckstein, a citizen of Canada, having an address of
234 Davenport Road
Toronto, Ontario M5R1J6
Canada

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 025: Bathrobes

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

Priority based on foreign filing: Applicant has a bona fide intention to use the mark in commerce on or in connection with the identified goods and/or services and asserts a claim of priority based on Canada application number 1666955, filed 03/07/2014. 15 U.S.C. Section 1126(d), as amended.

INTENT TO PERFECT 44(d) : At this time, the applicant intends to rely on Section 44(e) as a basis for registration. If ultimately the applicant does not rely on Section 44(e) as a basis for registration, a valid claim of priority may be retained.

The applicant's current Attorney Information:

Susan L. Heller and Candice E. Kim of Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, California 90067
United States

The attorney docket/reference number is 146922-010200.

The applicant's current Correspondence Information:

Susan L. Heller
Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, California 90067
(310) 586-7700(phone)
(310) 586-0564(fax)
latm2@gtlaw.com (authorized)

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

Declaration Signature

The attached signature image file:

hw_387523106-131834325_._dec_glucksteinhome.pdf

Signatory's Name: Brian Steven Gluckstein
Signatory's Position: Applicant

Thank you,

The TEAS support team

Wed Mar 12 14:10:58 EDT 2014

STAMP: USPTO/BAS-38.75.23.106-20140312141058527062-86218925-
500dccc8a2ae8e19936abbac2597682aafa6a6916b4fde2206831b4e322c7e84e14-DA-467-
20140312140952559507

Sidhu, Harpo (Secy-LA-LT)

From: TEAS@uspto.gov
Sent: Wednesday, March 12, 2014 11:12 AM
To: LATM2
Subject: 146922-010200 Serial number 86218930: Received Your Trademark/Service Mark Application, Principal Register

Follow Up Flag: Follow up
Flag Status: Completed

1. **YOUR MARK:** GLUCKSTEINHOME (Standard Characters, mark.jpg)
The literal element of the mark consists of GLUCKSTEINHOME.
The mark consists of standard characters, without claim to any particular font, style, size, or color.
2. **YOUR SERIAL NUMBER:** We have received your U.S. Trademark Application and assigned serial number '86218930' to your submission. A summary of your application data is provided at the bottom of this message and serves as your official filing receipt. Please keep a copy of this information for your records. All correspondence concerning the application should reference your assigned serial number.

Please read all of the important information below. Not every mark is registrable with the USPTO and we do not refund the application filing fee(s) if a registration does not ultimately issue.

3. **RECEIVING E-MAIL COMMUNICATIONS/FILING DOCUMENTS ON-LINE:** If you have authorized receipt of correspondence by e-mail, please make sure that your server will accept USPTO e-mail and not treat it as SPAM. If you have not authorized communication by e-mail, please do so at any time by using the "Change of Correspondence Address" form, available at <http://www.uspto.gov/trademarks/teas/correspondence.jsp>. If you must submit correspondence to us, please use the Trademark Electronic Application System (TEAS) forms, available at <http://www.uspto.gov/trademarks/teas/index.jsp>.
4. **KEEP YOUR ADDRESS CURRENT IN USPTO RECORDS:** We do not extend filing deadlines due to a failure to receive USPTO mailings/e-mailings. You must update the correspondence and/or owner's address if a postal address and/or e-mail address changes, using the form(s) available at <http://www.uspto.gov/trademarks/teas/correspondence.jsp>.
5. **WARNING ABOUT UNSOLICITED COMMUNICATIONS:** You may receive trademark-related communications from private companies not associated with the USPTO. These communications frequently display customer-specific information, including your USPTO serial number or registration number and owner name, and request fees for trademark-related services, such as monitoring, listings in international publications, and document filing. None of the companies offering these services are affiliated with the USPTO or any other federal agency. All official correspondence will be from the "United States Patent and Trademark Office" in Alexandria, VA, and if by e-mail, specifically from the domain "@uspto.gov." Please consult the "Warning" page on the Trademarks section of the USPTO's website for further information about unsolicited communications and to view representative examples of them. For general information on filing and maintenance requirements for trademark applications and registrations, including fees required by law, please consult

www.uspto.gov, contact the TrademarkAssistanceCenter@uspto.gov or telephone 1-800-786-9199.

6. **LEGAL EXAMINATION PROCESS:** Your application is now pending examination. In approximately 3 months, your application will be assigned to a USPTO examining attorney for review. The application cannot mature into a registration unless all legal requirements are met, and many applications never satisfy these requirements and therefore never register. The overall process can take up to 18 months.
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Promptly e-mail the TrademarkAssistanceCenter@uspto.gov or telephone 1-800-786-9199 (select option #1) if an Office action (letter from the USPTO) or notice has issued for your application that you did not receive or do not understand. Failure to respond timely to any Office action or notice may result in the abandonment of your application, requiring you to pay an additional fee to have your application revived even if you did not receive the Office action or notice.

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SUMMARY OF APPLICATION DATA FOLLOWS:

APPLICATION DATA: Trademark/Service Mark Application, Principal Register

The applicant, Brian Steven Gluckstein, a citizen of Canada, having an address of
234 Davenport Road
Toronto, Ontario M5R1J6
Canada

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 028: Christmas stockings; Christmas tree skirts; Christmas trees; Christmas ornaments; Christmas decorations.

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

Priority based on foreign filing: Applicant has a bona fide intention to use the mark in commerce on or in connection with the identified goods and/or services and asserts a claim of priority based on Canada application number 1666955, filed 03/07/2014. 15 U.S.C. Section 1126(d), as amended.

INTENT TO PERFECT 44(d) : At this time, the applicant intends to rely on Section 44(e) as a basis for registration. If ultimately the applicant does not rely on Section 44(e) as a basis for registration, a valid claim of priority may be retained.

The applicant's current Attorney Information:

Susan L. Heller and Candice E. Kim of Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, California 90067
United States

The attorney docket/reference number is 146922-010200.

The applicant's current Correspondence Information:

Susan L. Heller
Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, California 90067
(310) 586-7700(phone)
(310) 586-0564(fax)
latm2@gtlaw.com (authorized)

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

Declaration Signature

The attached signature image file:

hw_387523106-131834325_._dec_glucksteinhome.pdf

Signatory's Name: Brian Steven Gluckstein
Signatory's Position: Applicant

Thank you,

The TEAS support team

Wed Mar 12 14:12:23 EDT 2014

STAMP: USPTO/BAS-38.75.23.106-20140312141223443324-86218930-

5008e67d6bcc84e47adbeff4f11c33a08c373a6bf857d76c3c18ff678e8c8fb1-DA-496-20140312141117743942

Sidhu, Harpo (Secy-LA-LT)

From: TEAS@uspto.gov
Sent: Wednesday, March 12, 2014 11:22 AM
To: LATM2
Subject: 146922-010200 Serial number 86218962: Received Your Trademark/Service Mark Application, Principal Register

Follow Up Flag: Follow up
Flag Status: Completed

1. **YOUR MARK:** GLUCKSTEINDESIGN (Standard Characters, mark.jpg)
The literal element of the mark consists of GLUCKSTEINDESIGN.
The mark consists of standard characters, without claim to any particular font, style, size, or color.
2. **YOUR SERIAL NUMBER:** We have received your U.S. Trademark Application and assigned serial number '86218962' to your submission. A summary of your application data is provided at the bottom of this message and serves as your official filing receipt. Please keep a copy of this information for your records. All correspondence concerning the application should reference your assigned serial number.

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www.uspto.gov, contact the TrademarkAssistanceCenter@uspto.gov or telephone 1-800-786-9199.

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SUMMARY OF APPLICATION DATA FOLLOWS:

APPLICATION DATA: Trademark/Service Mark Application, Principal Register

The applicant, Brian Steven Gluckstein, a citizen of Canada, having an address of
234 Davenport Road
Toronto, Ontario M5R1J6
Canada

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 042: Interior design and decorating services; furnishing design services.

In International Class 042, 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 00/00/1998, and first used in commerce at least as early as 00/00/1998, 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) pages from Applicant's website evidencing the mark in connection with the offering of the services.

Specimen-1 [SPE0-387523106-141412150_._glucksteindesign_specimen.JPG]

Specimen-2 [SPE0-387523106-141412150_._glucksteindesign_specimen2.JPG]

Specimen-3 [SPE0-387523106-141412150_._glucksteindesign_specimen3.JPG]

Priority based on foreign filing: Applicant has a bona fide intention to use the mark in commerce on or in connection with the identified goods and/or services and asserts a claim of priority based on Canada application number 1666621, filed 03/06/2014. 15 U.S.C. Section 1126(d), as amended.

INTENT TO PERFECT 44(d) : At this time, the applicant intends to rely on Section 44(e) as a basis for registration. If ultimately the applicant does not rely on Section 44(e) as a basis for registration, a valid claim of priority may be retained.

The applicant's current Attorney Information:

Susan L. Heller and Candice E. Kim of Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, California 90067
United States

The attorney docket/reference number is 146922-010200.

The applicant's current Correspondence Information:

Susan L. Heller
Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, California 90067
(310) 586-7700(phone)
(310) 586-0564(fax)
latm2@gtlaw.com (authorized)

A fee payment in the amount of \$325 has been submitted with the application, representing payment for 1

class(es).

Declaration Signature

The attached signature image file:

hw_387523106-141412150_._decl_glucksteindesign.pdf

Signatory's Name: Brian Steven Gluckstein

Signatory's Position: Applicant

Thank you,

The TEAS support team

Wed Mar 12 14:21:47 EDT 2014

STAMP: USPTO/BAS-38.75.23.106-20140312142147378860-86218962-

500276bfa38f34cebbe4a4e223f763a38cb33a30b915d5826af262f5f275fb7582-DA-677-

20140312141412150067

EXHIBIT B

GlucksteinHome Inc.

c/o 85 Richmond St. West, Suite 901, Toronto, Ontario M5H 2C9
tel: 416-368-6200
fax: 416-368-0300

April 7, 2000

Mr. Brian Gluckstein

Dear Brian:

Use of "Gluckstein"

This letter of agreement will confirm our mutual understanding and agreement regarding our discussions during the past year relating to the use by GlucksteinHome Inc. (the "**Company**") of the "Gluckstein" name in association with the Company's business.

In consideration of the mutual covenants and obligations hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties, the parties agree as follows:

1. Subject to provisions hereof Brian Gluckstein ("**Gluckstein**") hereby grants to the **Company** the exclusive right throughout the universe to use the name, likeness and endorsement of Gluckstein in association with the advertisement, promotion and sale of all products and services of the **Company** authorized hereunder. The rights herein granted are personal to the **Company** and shall not be assigned, sublicensed or otherwise dealt with, whether by operation of law or otherwise, without the prior written consent of Gluckstein, which consent may be arbitrarily withheld, provided that the **Company** shall be authorized to subcontract the manufacture of its products and to licence to wholesale buyers the resale of its products.
2. The **Company** acknowledges that it is of fundamental importance to Gluckstein that his reputation and the integrity of his name and likeness be protected and maintained to standards no less than those at present enjoyed by him. The **Company** agrees to be bound by and to strictly abide by such specifications and policies as may be set forth from time to time by Gluckstein regarding the use of his name and likeness in the corporate name and in the promotion of the business, products and services of the **Company**. The **Company** shall not take or agree to take any action that might reasonably be expected to adversely affect Gluckstein's reputation or the integrity of his name and likeness and shall immediately cease

any use considered by Gluckstein in his absolute and unfettered discretion to be injurious or detrimental to his reputation or the integrity of his name and likeness. Subject thereto, Gluckstein shall at all times have final right of approval or disapproval, acting reasonably, as to:

- (a) the design and quality of all products and services of the Company,
 - (b) brand name and style market positioning,
 - (c) brand quality and price-point targeting, and
 - (d) any use of the Gluckstein likeness or endorsement in any marketing or promotion undertaken by the Company.
3. The rights granted in paragraph 1 shall be limited to use by the Company in the conduct of the businesses of (i) the retail distribution of home, office and garden furnishings, (ii) the wholesale distribution of home, office and garden furnishings, and (iii) the manufacture of those furnishings. The Company shall not carry on any business at any time during the Term other than a business referred to above or sell any branded products or services other than Gluckstein branded products and services without the prior written consent of Gluckstein, not to be unreasonably withheld.
4. The term of this Agreement shall be 10 years unless earlier terminated or renewed in accordance with the provisions hereof (the "Term"). Provided the Company is not then in default hereunder the Company may upon written notice given to Gluckstein not less than six months nor more than eighteen months prior to the last day of the Term, renew this agreement for a further period of ten years to commence upon the expiration of the Term. The renewal shall be upon the same terms and conditions as were in effect at the expiration of the Term (except this extension provision), provided that the renewal shall provide for a fair royalty to be payable by the Company to Gluckstein during the renewal period. As soon as the fair royalty has been agreed, Gluckstein and the Company shall enter into a supplementary agreement modifying this agreement and extending the Term, all as above provided. The expression "fair royalty" shall mean that percentage royalty based on gross sales revenues of the Company which might reasonably be obtained by Gluckstein for a comparable licence arrangement with a willing party dealing at arm's length with Gluckstein in the market prevailing at the date six months prior to the date upon which the extension period is to commence, having regard to all relevant circumstances, including the financial history, condition and prospects of the Company.

5. This agreement may be terminated by written notice given by Gluckstein at any time after the occurrence of any of the following events:
- (a) the Company fails to remedy any breach of or default under any covenant or warranty under this Agreement or the shareholder agreement or any other Agreement from time to time in effect between the parties within 10 days of written notice thereof, or commits three or more such breaches or defaults within any 12 month period, whether or not so remedied;
 - (b) the Company ceases or threatens to cease to carry on its business;
 - (c) the Company commits any act of bankruptcy, becomes insolvent or admits its insolvency (as defined or provided for in any applicable statute);
 - (d) the Company passes any resolution for its liquidation, winding up or dissolution, or any proceeding, voluntary or involuntary, is commenced respecting the Company pursuant to any statute relating to bankruptcy, insolvency, reorganization of debts, liquidation, winding up or dissolution, including, without limitation, any proceedings under the *Bankruptcy and Insolvency Act*, the *Companies' Creditors Arrangement Act* or the *Winding-Up and Restructuring Act*;
 - (e) any receiver, manager, receiver and manager, trustee, sequestor, custodian or liquidator or person with similar powers is appointed judicially or extra-judicially for the Company or for any of its property;
 - (f) the Company fails to establish on or before the first anniversary of the date of execution of this agreement a website operating substantially within the general functionality and other design specifications contemplated at the time of this agreement, which website must have generated on or before that date bona fide minimum cumulative gross sales revenues of no less than \$50,000;
 - (g) the third anniversary of the date of execution of this agreement, unless the Company achieves on or before that date at least one of the following:
 - (i) completion of a public offering of its securities and the listing of those securities on a recognized exchange,
 - (ii) completion of bona fide private placements aggregating no less than \$4,000,000 of net proceeds to the Company, or

- (iii) gross sales revenues (inclusive of the invoiced price of all goods sold to Eatons and similar vendors) of no less than \$8,750,000 in each of two consecutive fiscal quarters ended prior to that date.

Upon termination of this agreement for any reason the Company shall immediately cease any and all further use of the Gluckstein name and likeness, change its corporate name and assign to Gluckstein for nominal consideration any trade mark or similar registration owned or held by the Company and containing the name "Gluckstein" or any element thereof.

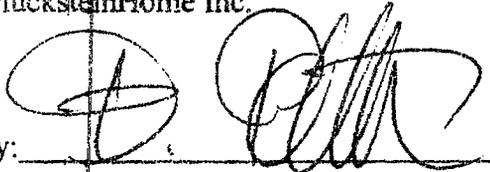
6. Gluckstein shall not during the Term and within 12 months following any termination of this agreement other than a termination pursuant to section 5 above, either individually or in partnership or with any person as principal, agent, employee, shareholder or in any other manner use his name or likeness or any confusingly similar name or likeness in association with any business competitive with any business authorized hereunder. For greater certainty, nothing herein shall preclude Gluckstein or Gluckstein Design Planning Inc. or their successors or assigns from continuing to carry on during the Term any business carried on by either of them as of the date hereof.
7. Gluckstein hereby consents to the use of his name in the Company's corporate name "GlucksteinHome Inc." and agrees that he shall permit the Company to use any one or more of "GlucksteinHome", "GlucksteinOffice" and "GlucksteinGarden" in its trade marks or trade names and that he will not at any time during the Term, directly or indirectly, be a party to any proceeding which seeks to challenge or oppose, in any manner whatsoever, in any court or tribunal, the ownership, validity or registrability of such trade marks or trade or corporate names.
8. The Company shall at all times ensure at its own expense that all applications, registrations and similar proceedings necessary or desirable in order to perfect and protect each of its trade marks within Canada, the United States and all other jurisdictions in which its products or services are sold or performed are made, maintained and prosecuted in timely fashion. The Company shall not undertake or cause to be done any act or matter or thing whereby any of its trade marks may be prejudicially affected or contested or in any way impaired either during the Term or thereafter for any reason. If the Company learns of any actual or threatened infringement of any of its trade marks the Company shall immediately notify Gluckstein in writing of the infringement.
9. The parties hereto agree to perform any further act and to execute and deliver any further document that may be reasonably necessary to carry out the provisions of this Agreement.

10. This Agreement contains the entire understanding among the parties hereto and supercedes any prior written or oral agreement among the parties hereto concerning the subject matter contained herein. No representations, agreements, arrangements or understandings, oral or written, exist among the parties hereto relating to the subject matter contained in this Agreement that are not fully expressed herein. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.

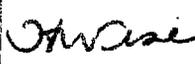
11. The Company acknowledges and agrees that its covenants contained herein are reasonable in the circumstances and hereby waives all defences to the strict enforcement thereof. In the event of any breach of the Company's covenants hereunder it is understood and agreed that monetary damages would be incapable of assessment and an inadequate remedy and that in addition to all other remedies he may have in law or equity Gluckstein shall be entitled to injunctive relief.

Yours truly,

GlucksteinHome Inc.

by: 

The undersigned hereby accepts and agrees to the foregoing terms and conditions.



Witness



Brian Gluckstein

EXHIBIT C

Court File No. *Cv 13-10172-00CL*

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:



BRIAN GLUCKSTEIN and GLUCKSTEIN HOLDINGS INC.

Applicants

and

CHECKMATE CAPITAL PARTNERS INC., HARVEY WISE HOLDINGS
INC., HARVEY WISE, DANIEL CHITIZ, PAUL PATHAK, RISA SOKOLOFF,
CHITIZPATHAK LLP, and GLUCKSTEINHOME INC.

Respondents

**APPLICATION UNDER sections 207 and 241 of the Ontario *Business Corporations Act*,
R.S.O. 1990, c. B. 16, as amended**

NOTICE OF APPLICATION

TO THE RESPONDENT(S)

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The Claim made by the Applicant appears on the following page.

THIS APPLICATION will come on for a hearing at 10:00 a.m. on a date to be set by a Judge presiding over the Commercial List at 330 University Avenue, 8th Floor, Toronto, Ontario, M5G 1R7.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE

APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date June 28, 2013 Issued by _____
Local Registrar
Address of court office: 330 University Avenue, 7th Floor A. Anissimova
Toronto, ON M5G 1R7 Registrar

TO **CHECKMATE CAPITAL PARTNERS INC.**
c/o Chitiz Pathak LLP
320 Bay Street
Suite 1600
Toronto, ON M5H 4A6

Tel: 416-368-6200
Fax: 416-368-0300

AND TO **CHITIZPATHAK LLP**
320 Bay Street
Suite 1600
Toronto, ON M5H 4A6

Tel: 416-368-6200
Fax: 416-368-0300

AND TO **DANIEL CHITIZ**
c/o Chitiz Pathak LLP
320 Bay Street
Suite 1600
Toronto, ON M5H 4A6

Tel: 416-368-6200
Fax: 416-368-0300

AND TO **HARVEY WISE**
c/o Harvey Wise Design Inc.
186 Dupont Street
2nd Floor
Toronto, ON M5R 2E6

AND TO **HARVEY WISE HOLDINGS INC.**
c/o Harvey Wise Design Inc.
186 Dupont Street
2nd Floor
Toronto, ON M5R 2E6

AND TO **PAUL PATHAK**
c/o Chitiz Pathak LLP
320 Bay Street
Suite 1600
Toronto, ON M5H 4A6

Tel: 416-368-6200
Fax: 416-368-0300

AND TO **RISA SOKOLOFF**
c/o Chitiz Pathak LLP
320 Bay Street
Suite 1600
Toronto, ON M5H 4A6

Tel: 416-368-6200
Fax: 416-368-0300

AND TO: **GLUCKSTEINHOME INC.**
234 Davenport Road
Toronto, ON M5R 1J6

Tel: 416-923-6262

APPLICATION

1. The Applicants make application for:
 - (a) Interim and final relief by way of a declaration that a Licence Agreement dated April 7, 2000 is terminated as of April 7, 2010;
 - (b) Interim and final relief by way of a declaration that GlucksteinHome Inc. holds any and all trade-marks, trade-mark registrations or applications to register trade-marks in trust for Mr. Gluckstein;
 - (c) an Order that any and all trade-marks, trade-mark registrations or applications to register trade-marks used by, held by or in the name of GlucksteinHome Inc. in trust for Mr. Gluckstein be promptly assigned to Mr. Gluckstein;
 - (d) Interim and final relief by way of a declaration that GlucksteinHome Inc. has no rights under the Licence Agreement for any new agreements with the Hudson's Bay Company or related entities;
 - (e) A declaration that ChitizPathak LLP is in breach of its fiduciary duties owed to the Applicants, both as directors and officers of and as lawyers for GlucksteinHome Inc.;
 - (f) An accounting, and judgment pursuant thereto, of all legal services provided to GlucksteinHome Inc. as a result of ChitizPathak LLP's breaches of its fiduciary duties and negligence;

- (g) An accounting, and judgment pursuant thereto, of all remuneration paid to each of Daniel Chitiz, Paul Pathak and Risa Sokoloff as a result of their and of ChitizPathak LLP's breaches of its fiduciary duties and negligence;
- (h) A declaration that ChitizPathak LLP is in a conflict of interest in respect of its respondent partners' roles as directors and officers of GlucksteinHome Inc. and the firm's role as lawyers for GlucksteinHome Inc.;
- (i) An Order winding up GlucksteinHome Inc. with such terms as are appropriate in light of existing corporate obligations on the basis that it is just and equitable to do so as a result of the breakdown of the relationship of the shareholders and the conduct of ChitizPathak LLP and its partners pursuant to Sections 207 and 241 of the *Business Corporations Act*, R.S.O. 1990, c. B.16;
- (j) Costs of this proceeding, as well as all applicable taxes; and
- (k) Such further and other relief as this Honourable Court may deem just;

2. The grounds for the application are:

Overview

- (a) The Applicant Brian Gluckstein ("Mr. Gluckstein") is a resident of Toronto and a prominent designer and interior decorator. He is a founder and the CEO of GlucksteinHome Inc. ("GlucksteinHome" or the "Company");
- (b) GlucksteinHome is a corporation registered under the laws of Ontario that carries on business as a designer, manufacturer and distributor of a broad range of home, office and garden furnishings designed by Mr. Gluckstein or on his behalf and

marketed under his name. GlucksteinHome is added as a respondent to this proceeding only so that it be bound by the result;

- (c) The GlucksteinHome business is entirely dependent upon Mr. Gluckstein's name, reputation and participation and all of the goodwill that is embodied in same;
- (d) The head office of GlucksteinHome is located at the offices of another of Mr. Gluckstein's businesses, Gluckstein Design Planning Inc., with which the Respondents have no involvement;
- (e) GlucksteinHome was originally conceived as a joint venture under a Letter of Agreement of May 29, 1999. While it is now a corporation, it has all of the features of a closely held entity dependent upon the mutual trust and confidence amongst its shareholders, officers and directors;
- (f) The legal affairs of GlucksteinHome have been handled by the Respondent ChitizPathak LLP ("ChitizPathak"). Three of the partners of ChitizPathak are also beneficial shareholders, directors, and officers of GlucksteinHome. This has created a conflict of interest between ChitizPathak's ability to independently advise the Company and act in its best interest and in the protection of the interests of all of its shareholders;
- (g) Mr. Gluckstein has learned that the Respondent Harvey Wise has directed the affairs of his corporate entity, the Respondent Harvey Wise Holdings Inc. ("HWH"), which is a shareholder of GlucksteinHome, in a manner that has caused Mr. Gluckstein to lose all trust and confidence in Mr. Wise;

- (h) The License Agreement between Mr. Gluckstein and GlucksteinHome, which formed the basis of GlucksteinHome's business and its essential asset, has expired. No steps have been taken to renew the Licence Agreement. Mr. Gluckstein is not willing to renew it;
- (i) As a result of the foregoing, the business relationship between GlucksteinHome's shareholders, officers and directors has broken down irreparably;

GlucksteinHome Inc.

- (j) During the mid-1990s, Mr. Gluckstein became a well-known and well-regarded interior designer with a reputation throughout Canada and other parts of the world;
- (k) In or about 1998, Mr. Gluckstein decided to establish a business for the merchandising of designer home furnishings under his name;
- (l) Toward that end, in early 1999, the Respondent Harvey Wise introduced Mr. Gluckstein to the Respondents Dan Chitiz, Paul Pathak and Risa Sokoloff (collectively, the "ChitizPathak Partners"). Mr. Chitiz, Mr. Pathak and Mr. Sokoloff are partners at ChitizPathak (formerly, Chitiz Pundit Pathak & Sokoloff LLP);
- (m) ChitizPathak advised Mr. Gluckstein that the incorporation and operation of his proposed business would require a great deal of legal advice and services with respect to, *inter alia*, organizing and financing the new company, securing and protecting the company's intellectual property, marketing and distributing its

products, negotiating and preparing all commercial agreements, as well as taking the company public as was contemplated at the time;

- (n) ChitizPathak estimated that the cost of the necessary legal services for Mr. Gluckstein's proposed business would be significant;
- (o) As a means of avoiding these costs, the ChitizPathak Partners recommended to Mr. Gluckstein that, in exchange for providing all necessary legal services, the ChitizPathak Partners receive a 25 percent interest in the new company. This interest was subsequently increased to 28.75 percent;
- (p) Based on these representations, Mr. Gluckstein agreed to establish a joint venture with the ChitizPathak Partners and Mr. Wise;
- (q) On February 2, 1999, the ChitizPathak Partners incorporated the Respondent Checkmate Capital Partners Inc. ("CCP") to participate in the joint venture;
- (r) On or about May 20, 1999, CCP delivered a "Letter of Agreement" to Mr. Gluckstein and Mr. Wise "to confirm their mutual understanding and agreement regarding the formation of a new corporation, GlucksteinHome Inc." GlucksteinHome was to be a joint venture between Mr. Gluckstein, Mr. Wise and CCP;

- (s) The Letter of Agreement included, *inter alia*, the following terms:
 - (i) Mr. Gluckstein will enter into a License Agreement with GlucksteinHome for the use of the names “Gluckstein” and “Brian Gluckstein” in connection with GlucksteinHome’s business. It was understood and agreed that the right of GlucksteinHome to use the names “Gluckstein” and “Brian Gluckstein” would be limited to the terms of the Licence Agreement;
 - (ii) Mr. Wise and Mr. Gluckstein would each subscribe for 375 shares of GlucksteinHome at an aggregate subscription price of \$3.75;
 - (iii) CCP would subscribe for 250 shares of GlucksteinHome at an aggregate subscription price of \$2.50; and
 - (iv) the shareholders of GlucksteinHome will enter into a unanimous shareholders’ agreement providing for normal and usual rights and protections, which should have included an appropriate exit mechanism;
- (t) Pursuant to this Letter of Agreement, GlucksteinHome was incorporated;
- (u) Both Mr. Gluckstein and his wholly-owned corporation, the Respondent Gluckstein Holdings Inc., are shareholders of the Company;
- (v) On or about March 16, 2000, Mr. Pathak, who was the sole director of the Company upon incorporation, appointed Ms. Sokoloff as President, himself as Secretary, and Mr. Gluckstein as Non-Executive Chairman of GlucksteinHome;

- (w) Mr. Pathak confirmed ChitizPathak as solicitors of GlucksteinHome;

Licence Agreement

- (x) In accordance with the Letter of Agreement, on or about April 7, 2000, GlucksteinHome and Mr. Gluckstein entered into a license agreement for the use of Mr. Gluckstein's name and trade-marks containing Mr. Gluckstein's name (the "Licence Agreement");
- (y) ChitizPathak acted for GlucksteinHome in respect of the negotiation and execution of the License Agreement, and Mr. Pathak signed the License Agreement on behalf of GlucksteinHome;
- (z) The Licence Agreement provides that its term shall be 10 years unless earlier terminated or renewed in accordance with its provisions (the "Term");
- (aa) The Term expired on April 7, 2010. Written notice, as provided in the Licence Agreement was not delivered by the Company. The Licence Agreement has not been renewed;
- (bb) Despite being legal counsel to GlucksteinHome, ChitizPathak never made any mention of any need to provide notice of termination of the Licence Agreement or discuss its renewal;
- (cc) Instead, the ChitizPathak Partners denied that the License Agreement ever existed, despite ChitizPathak having acted on behalf of GlucksteinHome in its execution, and Mr. Pathak having signed the Licence Agreement on behalf of GlucksteinHome.

- (dd) The Respondents have attempted to force Mr. Gluckstein into continuing to operate the Company for their benefit, when he is the sole source of business for the Company and notwithstanding the termination of the Licence Agreement;

Trade-marks Registered in Trust

- (ee) GlucksteinHome has registered or applied to register 4 trade-marks in Canada and 3 trade-marks in the United States involving Mr. Gluckstein's name;
- (ff) GlucksteinHome has never had any authority to use, register or apply to register any trade-marks involving Mr. Gluckstein's name for its own use and benefit outside of the rights granted under the Licence Agreement;
- (gg) In accordance with the intentions of the parties, as reflected by the terms of the Licence Agreement, any and all trade-marks, trade-mark registrations or applications to register trade-marks filed by, used by or in the name of GlucksteinHome and involving Mr. Gluckstein's name were each used, registered or applied for in trust for Mr. Gluckstein, and are each held by GlucksteinHome for this purpose;

Operation of the Company

- (hh) The success of GlucksteinHome has been the result of Mr. Gluckstein's own efforts and personal reputation;
- (ii) GlucksteinHome's business is largely based on a business relationship that it has with the Hudson's Bay Company ("HBC"), which Mr. Gluckstein established in or about 2000;

- (jj) HBC has recently requested a renewal of that Agreement, which requires Mr. Gluckstein's personal participation and acknowledges that Mr. Gluckstein is integral to the success of the arrangement;
- (kk) By contrast, ChitizPathak and the ChitizPathak Partners have provided little benefit to the Company;
- (ll) Contrary to the representations made by ChitizPathak to Mr. Gluckstein in 1999, which formed the basis for Mr. Gluckstein agreeing to enter into a joint venture with CCP, ChitizPathak failed to provide appropriate or valuable legal services to GlucksteinHome;
- (mm) Specifically, ChitizPathak has:
 - (i) failed to provide even the most basic shareholder and corporate governance documents;
 - (ii) failed to draft a unanimous shareholders' agreement containing normal and usual rights and protections, including an appropriate exit mechanism, as was required by the terms of the Letter of Agreement;
 - (iii) failed to prepare and execute employment contracts for the officers and directors of GlucksteinHome;
 - (iv) failed to prepare and execute a retainer with GlucksteinHome; and
 - (v) failed to provide any accounts or itemized bills for legal services charged to GlucksteinHome;

- (nn) These failures not only constitute negligence, they are serious breaches of ChitizPathak's fiduciary obligations to GlucksteinHome;
- (oo) In addition:
 - (i) Mr. Gluckstein was not advised by ChitizPathak that it and its partners were in a conflict of interest in structuring GlucksteinHome, and in continuing to provide services to it;
 - (ii) Mr. Gluckstein was not advised to obtain independent legal advice with respect to the formation of GlucksteinHome or any subsequent commercial arrangements between Mr. Gluckstein and the other shareholders of GlucksteinHome and the ChitizPathak Partners, including the use of trade-marks, the registration of trade-marks and the filing of applications to register trade-marks each involving Mr. Gluckstein's name; and
 - (iii) ChitizPathak did not require a written consent from Mr. Gluckstein in respect of the conflict arising from their investment with Mr. Gluckstein in GlucksteinHome and their representation of GlucksteinHome as counsel;
 - (iv) ChitizPathak never complied with its professional obligations of disclosure to its multiple clients.
- (pp) ChitizPathak has been compensated in an amount that grossly exceeds the value of any services that it has provided to GlucksteinHome;

- (qq) Contrary to the representations made by ChitizPathak, GlucksteinHome has not established an internet business, did not raise the \$750,000.00 contemplated by the parties, and did not complete a public offering;
- (rr) ChitizPathak and the ChitizPathak Partners have allowed their personal interests as shareholders to take precedence over the interests of GlucksteinHome, in conflict with their fiduciary obligations to the Company and to Mr. Gluckstein;
- (ss) As a result of the conduct of ChitizPathak and the ChitizPathak Partners, there has been an irreparable breakdown in the business relationship between Mr. Gluckstein and the ChitizPathak Partners;
- (tt) In 2012, it came to Mr. Gluckstein's attention that, at the direction of Mr. Wise, HWH had not properly accounted for and distributed to its shareholders their proportionate share of dividends paid by GlucksteinHome;
- (uu) When confronted by Mr. Gluckstein, Mr. Wise denied this conduct, which was untrue. Subsequently, and with the threat of litigation, HWH apparently began to pay its shareholders, or some of them, amounts to which they are entitled;
- (vv) As a result of this conduct and the lack of tangible contribution by Mr. Wise or HWH to the business and affairs of GlucksteinHome, the Applicants have lost all faith and trust in their fellow shareholders;
- (ww) In light of the Respondents' unlawful conduct, the expiry of the Licence Agreement, and the breakdown of the business relationship between the shareholders, the Company should be wound up;

HBC Contract

- (xx) On or about February 1, 2010, GlucksteinHome entered into an agreement with the Hudson's Bay Company ("HBC") for the exclusive sale of GlucksteinHome branded products (the "HBC Contract");
- (yy) By its terms, the HBC Contract will terminate on January 31, 2015;
- (zz) An essential component of the HBC Contract is that it requires Mr. Gluckstein's extensive personal involvement and time commitment until January 31, 2015, after which he has no obligations in this regard;
- (aaa) In order to fulfill the HBC Contract, GlucksteinHome subsequently entered into contracts with Lenox Corporation, Broyhill Furniture Industries Inc., and Surya Inc. (the "Related Contracts");
- (bbb) Despite the expiry of the Licence Agreement, Mr. Gluckstein permitted the limited use of his name by GlucksteinHome for the exclusive and sole purpose of the HBC Contract and the Related Contracts,;
- (ccc) While Mr. Gluckstein is prepared to permit the Company to continue to use his name in order to comply with the HBC Contract and the Related Contracts, he is not willing to allow the Company to enter into any new agreements using his name;
- (ddd) On or about June 7, 2013, the Applicants delivered a letter to the Respondents, with prejudice, proposing a plan to preserve the business arrangements with HBC and to

submit to arbitration to resolve the parties' intellectual property rights with respect to the Gluckstein names;

(eee) On or about June 14, 2013, the Respondents responded. They rejected that proposal;

(fff) The parties have experienced a breakdown in their business relationship and are no longer able to continue operating GlucksteinHome together;

(ggg) There is urgency associated with requests of Hudson's Bay Company to enter into a new contractual relationship. Until the issues surrounding the Licence Agreement are resolved, that uncertainty prevents a resolution to any commitments sought by Hudson's Bay Company;

(hhh) Rule 14 of the *Rules of Civil Procedure*;

(iii) Sections 207 and 241 of the Ontario *Business Corporations Act*;

(jjj) Rule 2 of the *Rules of Professional Conduct* of the Law Society of Upper Canada;
and

(kkk) Such further and other grounds as may be advised.

3. The following documentary evidence will be used at the hearing of the application:

(a) Affidavit of Brian Gluckstein; and

- (b) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

June 28, 2013

**LENCZNER SLAGHT ROYCE
SMITH GRIFFIN LLP**

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Lawyers for the Applicants

RCP-E 14E (March 31, 2010)

BRIAN GLUCKSTEIN et al.
Applicants

-and-

CHECKMATE CAPITAL PARTNERS INC. et al.
Respondents

2/13-10172-0000
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NOTICE OF APPLICATION

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