

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

Concurrent Use No. 94002078  
In the matter of Trademark Registration No. 2,348,945  
For the Mark: CAMPO DE FIORI  
Date Registered: May 9, 2000

I MATTI RISTORANTE, INC., Petitioner  
V.  
CAMPO DE FIORI L.L.C., Registrant

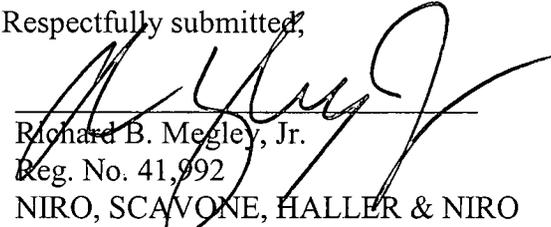
Petitioner: I MATTI RISTORANTE, INC.  
205 South Mill Street, #109  
Aspen, CO 81611  
A Colorado Corporation

**Box: TTAB**  
Honorable Commissioner of Trademarks  
P.O. Box 1451  
Alexandria, VA 22313-1451

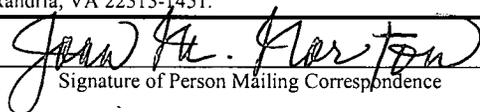
Dear Sir:

Enclosed herewith via Express Mail No. EV 712574411 US is Petitioner's MOTION FOR AN ORDER DEEMING ADMITTED ITS REQUESTS FOR ADMISSIONS TO REGISTRANT CAMPO DE FIORI L.L.C. No fee is required for this transmittal. However, authorization is given to charge any insufficiency to Deposit Account No. 14-1131. (A duplicate copy of this letter is enclosed.)

Respectfully submitted,

  
Richard B. Megley, Jr.  
Reg. No. 41,992  
NIRO, SCAVONE, HALLER & NIRO  
181 W. Madison Street  
Chicago, IL 60602  
312-236-0733

I certify that this document and enclosed fee is being deposited on January 23, 2006 with the U.S. Postal Express Mail Service under 37 C.F.R. 1.10 and is addressed to box TTAB: Assistant Commissioner for Trademarks, P.O. Box 1451, Alexandria, VA 22313-1451.

  
Signature of Person Mailing Correspondence

JOAN M. NORTON  
Printed Name of Person Mailing Correspondence

EV712574411 US  
"Express Mail" Label Number



01-23-2006

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
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Concurrent Use No. 94002078  
In the matter of Trademark Registration No. 2,348,945  
For the mark: CAMPO DE FIORI  
Date Registered: May 9, 2000

I MATTI RISTORANTE, INC.

v.

CAMPO DE FIORI L.L.C.

**APPLICANT I MATTI RISTORANTE'S MOTION FOR AN ORDER  
DEEMING ADMITTED ITS REQUESTS FOR ADMISSIONS  
TO REGISTRANT CAMPO DE FIORI L.L.C.**

On December 6, 2005, Applicant I Matti Ristorante ("Applicant") served upon Registrant Campo De Fiori L.L.C. ("Registrant") a set of requests for admissions. Under the Federal Rules of Civil Procedure and 37 C.F.R. § 2.120, Registrant was required to respond to the requests within thirty (30) days of service, namely, by January 9, 2006. Registrant did not respond within the allotted thirty days, nor has Registrant provided any form of a response to the requests as of the date of this motion. Furthermore, Registrant has never requested an extension from either Applicant or the Board to respond to the requests. In accordance with FED.R.CIV.P. 36(a), Applicant's requests for admissions must be deemed admitted. The present motion requests an order from the Board providing such relief.

Applicant recognizes its obligation to meet and confer with Registrant under FED.R.CIV.P. 37 and 37 C.F.R. § 2.120 prior to involving the Board with a challenge to the sufficiency of a response or objection to a request for admission. In the present case, however, Applicant is not challenging the sufficiency of Registrant's responses to Applicant's requests for admissions. Indeed, there are no responses to challenge as Registrant has never made any attempt to answer the requests.

Under these circumstances, Applicant is under no obligation to meet and confer with Registrant prior to asking the Board for the relief requested herein. In re Heritage Bond Litigation, 220 F.R.D. 624, 626 (C.D. Cal. 2004) ("Here, class plaintiffs have chosen to have the requests for admissions deemed admitted. In such circumstances, the application of Local Rule 37, which requires a pre-filing conference to resolve discovery disputes, would serve no purpose; there is no discovery dispute for the parties to attempt to narrow or settle. Thus, class plaintiffs properly filed this motion without complying with Local Rules 37-1 and 37-2."). It follows that Applicant's motion is properly before the Board.

## **I. INTRODUCTION**

This concurrent use proceeding began over three years ago in November of 2002 upon Applicant's filing of a concurrent use application for the mark CAMPO DE FIORI ("the mark") in the field of restaurant and food services. (Exhibit A, Concurrent Use Application). At the same time, Applicant also filed a Petition to Cancel Registrant's use of the mark based upon Applicant's established prior use of the mark in interstate commerce. (Exhibit B, Petition to Cancel). Applicant then believed (and still does believe) that it is the only entity entitled to use the mark in interstate commerce on a nation-wide basis in the field of restaurant and food services.

Upon being notified of the Petition to Cancel, Registrant on multiple occasions sought extensions from the Board to file a response to the Petition. Even with these extensions being granted by the Board, Registrant never filed any form of a response to the Petition. These dilatory practices forced Applicant to file a Motion for Default Judgment against Registrant in April of 2004. (Exhibit C, Motion for Default Judgment).

Both parties have always expressed a willingness to conduct settlement discussions. In May of 2004, such discussions resulted in an agreement between the parties for the concurrent use of the mark. Applicant's concurrent use application was amended at that time to reflect the concurrent use agreement that had been reached between that parties. (Exhibit D, Amended Concurrent Use Application). In light of the concurrent use agreement which was submitted to the Board, Applicant withdrew its Motion for Default Judgment as well as its Petition to Cancel, assuming that all matters would be resolved by way of Applicant's amended concurrent use application.

In December of 2004, the Board rejected the parties' proposed concurrent use of the mark as a result of several "sub-licensing" provisions suggested by the parties, as well as a lack of advertising restrictions on the parties' use of the mark. (Exhibit E, Board Order of December 2, 2004). At the request of Registrant, multiple extensions of time were requested in order to submit to the Board a revised concurrent use agreement which would correct the deficiencies previously recognized by the Board. In April of 2005, Applicant presented Registrant, for consideration and signature, a revised concurrent use agreement that addressed the Board's concerns. (Exhibit F, email to Registrant's counsel with revised agreement attached). Despite orally agreeing to the revised agreement, Registrant never signed the revised agreement.

In November of 2005, having not received a revised concurrent use agreement from the parties, the Board reinstated the present concurrent use proceeding. (Exhibit G, Board Order of November 17, 2005). In December of 2005, Applicant once again sent the previously revised concurrent use agreement to Registrant. (Exhibit H, email to Registrant's counsel with revised agreement attached). Registrant once again did not sign the agreement.

Having failed to receive Registrant's signature of the revised concurrent use agreement after numerous requests (and some 8 months of waiting), Applicant was left with no alternative but to act under the assumption that Registrant would not sign the agreement. As such, Applicant shifted its focus from reaching an agreement with Registrant to obtaining discovery in the pending concurrent use proceeding. On December 6, 2005, Applicant served Registrant with interrogatories, requests for the production of documents, and requests for admissions. Applicant's request for admissions, which are the subject of the present motion, are attached hereto as Exhibit I. Thirty days passed, and Applicant received no response from Registrant with respect to any of this discovery. Indeed, Applicant has yet to receive any such response from Registrant as of the date of the present motion.

## **II. APPLICANT'S REQUESTS FOR ADMISSIONS MUST BE DEEMED ADMITTED**

While Registrant has not provided a response to any of the multiple forms of discovery served by Applicant, it is Applicant's requests for admissions which are the subject of the present motion. With respect to requests for admissions, Federal Rule of Civil Procedure 36(a) states in relevant part:

Each matter of which an admission is requested shall be separately set forth. *The matter is admitted unless, within 30 days after service of the request*, or within such shorter or longer time as the court may allow or as the parties may agree to in writing, subject to Rule 29, the party to whom the request is directed serves upon the party requesting the admission a written answer or objection addressed to the matter, signed by the party or by the party's attorney.

FED.R.CIV.P. 36(a) (emphasis added). As such, the rule provides a mandate for a party's outright failure to respond to requests for admissions – the requests must be deemed admitted. *See, e.g., In re Heritage Bond Litigation*, 220 F.R.D. 624, 626 (C.D. Cal. 2004) ("As an initial matter, defendant responded 12 days late to class plaintiffs' first set of requests for admissions. For this reason alone,

all ten requests for admissions in the first set of requests for admissions should be deemed admitted."); SEC v. Batterman, 2002 U.S. Dist. LEXIS 18556 at \*18-20 (S.D.N.Y. 2002) (noting repeated dilatory practices of defendant and holding plaintiff's requests for admissions to be deemed admitted); Citibank (North Dakota) N.A. v. Spatafora, 2002 U.S. Dist. LEXIS 15565 at \*8 (N.D. Ill. 2002) (holding that absent "extraordinary circumstances," Rule 36 mandates that unanswered requests be deemed admitted); Burdick v. Koerner, 179 F.R.D. 573, 576 (E.D. Wis. 1998) (holding requests for admissions to be deemed admitted due to complete failure of party to respond to the requests); Equal Employment Opportunity Commission v. Jordan Graphics, Inc., 135 F.R.D. 126, 128 (W.D.N.C. 1991) (noting repeated dilatory practices of plaintiff and holding defendant's requests for admissions to be deemed admitted); United States v. Sopcak, 1990 U.S. Dist. LEXIS 19706 at \*5 (E.D. Mich. 1990) (holding plaintiff's requests for admissions to be deemed admitted where defendant failed to respond to the requests in any manner); O'Bryant v. Allstate Insurance Company, 107 F.R.D. 45, 47 (D. Conn. 1985) (holding defendant's requests for admissions to be deemed admitted where plaintiff failed to respond to the requests in any manner).

Applying the mandate of Rule 36(a) to the present circumstances, it is clear that Applicant's requests for admissions must be deemed admitted. Registrant has never attempted to provide any response whatsoever to Applicant's requests. Registrant has asked neither Applicant nor the Board for an extension of time to provide such a response. As evidenced by the previous and continuing dilatory practices of Registrant discussed in this motion, the Board should provide Applicant with the relief that it seeks – an order that Applicant's requests for admissions are deemed admitted.

### **III. THE BOARD SHOULD NOT GRANT REGISTRANT AN EXTENSION OF TIME**

In response to this motion, it is anticipated that Registrant will do what it has always done throughout these proceedings – request an extension of time. To the extent that Registrant does request an extension of time from the Board to respond to Applicant's requests for admissions, such a request should be denied. Applicant has repeatedly consented to Registrant's unending requests for extensions of time in these proceedings. Yet, Registrant continues to participate in these proceedings by the strategy that "Justice delayed is justice denied," taking advantage of Applicant's good will at every turn. Registrant should not now be rewarded for its dilatory practices by receiving an extension of time to respond to Applicant's requests for admissions. *See, e.g., SEC v. Batterman*, 2002 U.S. Dist. LEXIS 18556 at \*18-20 (S.D.N.Y. 2002) (noting repeated dilatory practices of defendant and holding plaintiff's requests for admissions to be deemed admitted); Equal Employment Opportunity Commission v. Jordan Graphics, Inc., 135 F.R.D. 126, 128 (W.D.N.C. 1991) (noting repeated dilatory practices of plaintiff and holding defendant's requests for admissions to be deemed admitted).

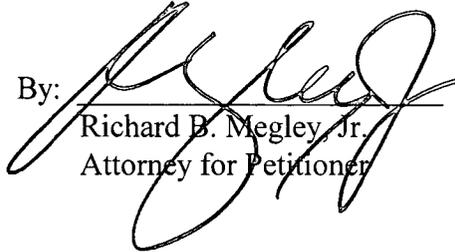
In a span of ten months dating back to April of 2005, Registrant has not been able to find one single day to sign the revised concurrent use agreement that it orally agreed to. Nor has Registrant found the time to respond to any of Applicant's discovery. Time is up. Registrant should not be permitted an extension of time to respond to Applicant's request for admissions. Applicant's requests for admissions must be deemed admitted in accordance with FED.R.CIV.P. 36(a).

**IV. CONCLUSION**

For all of the foregoing reasons, Applicant respectfully requests that the Board enter an order deeming admitted Applicant's requests for admissions, which are attached as Exhibit I.

Dated: 1/23/2006

Niro, Scavone, Haller & Niro  
181 West Madison Street - Suite 4600  
Chicago, Illinois 60602  
(312) 236-0733

By:   
Richard B. Megley, Jr.  
Attorney for Petitioner

# EXHIBIT A

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

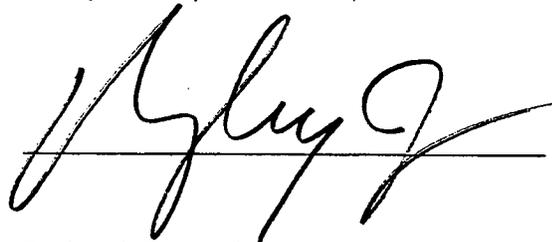
APPLICANT: I Matti Ristorante, Inc.  
SERIAL NUMBER: New Service mark Application  
FILED: Herewith  
STATE OF INCORPORATION: Colorado  
MARK: CAMPO DE FIORI  
CLASS: International Class 43

Box NEW APP FEE  
Assistant Commissioner of Trademarks  
2900 Crystal Drive  
Arlington, Virginia 22202-3513

Dear Sir:

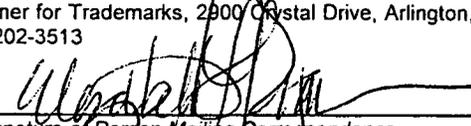
Enclosed herewith via **Express Mail No. EL707153739US** is a "concurrent use" service mark application including specimens showing use for filing in the United States Patent and Trademark Office. Authorization is given to charge Deposit Account No. 14-1131 the amount of \$325.00 (Three Hundred Twenty-Five and 00/100) to cover the filing fee. **Please charge any additional fees to our Deposit Account No. 14-1131.**

Respectfully submitted,



Richard B. Megley, Jr.  
Reg. No. 41,992  
NIRO, SCAVONE, HALLER & NIRO  
181 West Madison Street, Suite 4600  
Chicago, Illinois 60602  
(312) 236-0733

I certify that this application and enclosed fee is being deposited on November 26, 2002 with the U.S. Postal Express Mail Service under 37 C.F.R. 1.10 and is addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513



Signature of Person Mailing Correspondence

**Elizabeth L. Ryan**

Printed Name of Person Mailing Correspondence

**EL707153739US**

"Express Mail" Label Number

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT: I Matti Ristorante, Inc.  
DBA - Campo de Fiori  
205 South Mill Street, #109  
Aspen, CO 81611

SERIAL NUMBER: New Trademark Application

FILED: Herewith

STATE OF INCORPORATION: Colorado

MARK: **CAMPO DE FIORI**

CLASS: International Class 43

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Assistant Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3513

Dear Sir:

The above-identified applicant has adopted, has used and is using, in commerce, the trademark shown in the accompanying drawing for restaurant services in International Class 43 and requests concurrent registration of said mark in the United States Patent and Trademark Office pursuant to Trademark Rule 2.73, 37 C.F.R. Section 2.73. Pursuant to Trademark Rule 2.42, 37 C.F.R. Section 2.42, Applicant requests to seek registration under the following conditions:

**Geographic area Applicant seeks:** Entire United States, except Massachusetts, New Hampshire, Maine, Vermont and Rhode Island

**Services for which Applicant uses its Mark:** restaurant services, food services

**Mode of Applicant's use of the Mark:** menus, advertising, signs, matches, national magazines and publications, promotional materials associated with the services, including those posted on its website, and in other ways customary to the trade

**Date of First Use In Commerce:** October 14, 1994

Attorney  
Docket No.: TM1929

Further pursuant to Trademark Rule 2.42, applicant states that it is aware of the following concurrent user of the above mark:

**Name and address of Concurrent User:** CAMPO DE FIORI LLC  
C/o Pavia & Harcourt  
600 Madison Avenue  
New York, NY 10022

**Registrations and applications for mark owned or filed by Concurrent User:**

**Registrations:** CAMPO DE FIORI  
Registration No. 2,348,945  
Registered May 9, 2000  
Filed as Intent-to-Use on June 20, 1997

**Geographic Area of Concurrent User's Use:** Cambridge, Massachusetts

**Goods for which Concurrent User uses its Mark:** restaurant, catering and take out restaurant services

**Mode of Concurrent User's use of the Mark:** Name of restaurant, menus

**Date of First Use of Concurrent User:** June 15, 1998

Applicant used its mark in commerce beginning in October, 1994, which is prior to the earliest filing date for Registration No. 2,348,945. Thus, applicant seeks a concurrent use registration based on its use in commerce prior to the earliest filing date or any registration pursuant to 15 U.S.C. §1052(d)(1). Applicant has also filed a Petition To Cancel registration number 2,348,945 in the United States Patent and Trademark Office before the Trademark Trial and Appeal Board.

The undersigned hereby appoints NIRO, SCAVONE, HALLER & NIRO, a professional corporation, located at 181 West Madison Street, Suite 4600, Chicago, Illinois 60602, which has associated with it Raymond P. Niro, Dean D. Niro, and Richard B. Megley, Jr., attorneys admitted to practice before the Supreme Court of the State of Illinois, as principal attorneys to prosecute this application for registration, with full power of substitution and revocation, to transact all business in the Patent and Trademark Office in connection therewith, and to receive the Registration Certificate if one should issue.

I Matti Ristorante, Inc.

Date: 11-26-02

By:   
Elizabeth Florke-Giordani  
Vice-President

Attorney  
Docket No.: TM1939

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT: I Matti Ristorante, Inc.  
DBA - Campo de Fiori  
205 South Mill Street, #109  
Aspen, CO 81611

STATE OF INCORPORATION: Colorado

SERVICES: restaurant services, food services

DATE OF FIRST  
USE ANYWHERE: At least as early as October 14, 1994

DATE OF FIRST  
USE IN COMMERCE: October 14, 1994

CLASS: International Class 43

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**CAMPO DE FIORI**

prepared by:  
Raymond P. Niro  
Reg. No. 24,131  
NIRO, SCAVONE, HALLER & NIRO  
181 W. Madison St. - Suite 4600  
Chicago, Illinois 60602  
Tel: (312) 236-0733  
Fax: (312) 236-3137

Attorney  
Docket No.: TM1929**DECLARATION**

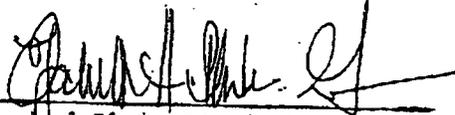
The undersigned, being duly warned that willful false statements and the like so made are punishable by fine or imprisonment or both under 18 U.S.C. Section 1001 and that such willful false statements may jeopardize the validity of the application or any registration resulting therefrom of the above-referenced trademark; declares that she is properly authorized to execute this application on behalf of the applicant; she believes the applicant to be the owner of the service mark sought to be registered, that to the best of her knowledge and belief no other person, firm, corporation, or association has the right to use this mark in commerce, either in the identical form or in such near resemblance thereto as may be likely, when used on or in connection with the goods of such other person, to cause confusion, or to cause mistake, or to deceive with the exception of CAMPO DE FIORI L.L.C ("User") which has used the mark CAMPO DE FIORI since approximately June 15, 1998 in connection with a take out restaurant service in Cambridge, Massachusetts; that Applicant seeks registration to use its mark in the following areas: the entire United States except Massachusetts, New Hampshire, Maine, Vermont and Rhode Island; that the accompanying specimens show the mark as used in commerce in connection with Applicant's goods or services; that all statements made herein of her own knowledge are true and that all statements made on information and belief are believed to be true.

I Matti Ristorante, Inc.

Date:

11-26-02

By:

  
Elizabeth Piouke-Giordani  
Vice-President

# EXHIBIT B

Attorney  
Docket No. TM1939

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

In the matter of Trademark Registration No. 2,348,945  
For the Mark: CAMPO DE FIORI  
Date Registered: May 9, 2000

I Matti Ristorante, Inc.  
v.  
Campo de Fiori L.L.C.

Petitioner: I Matti Ristorante, Inc.  
DBA - Campo de Fiori  
205 South Mill Street, #109  
Aspen, CO 81611  
A Colorado Corporation

**Box: TTAB FEE**  
Honorable Commissioner of Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3513

Dear Sir:

Enclosed herewith via Express Mail No. EL707153835US is an original and one copy of Petitioner's Petition to Cancel. The amount of \$300.00 (One Hundred and 00/100), the fee for filing this petition, should be charged to Deposit Account No. 14-1131. Any insufficiency should be debited to Deposit Account No. 14-1131. (A duplicate copy of this letter is enclosed.)

Respectfully submitted,

I certify that this document and enclosed fee is being deposited on November 26, 2002 with the U.S. Postal Express Mail Service under 37 C.F.R. 1.10 and is addressed to box TTAB FEE: Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513

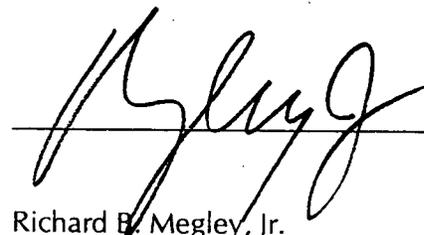
  
Signature of Person Mailing Correspondence

**Elizabeth L. Ryan**

Printed Name of Person Mailing Correspondence

**EL707153835US**

"Express Mail" Label Number



Richard B. Megley, Jr.

Reg. No. 41,992

NIRO, SCAVONE, HALLER & NIRO, LTD.

181 West Madison Street, Suite 4600

Chicago, Illinois 60602

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
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In the matter of Trademark Registration No. 2,348,945  
For the mark: CAMPO DE FIORI  
Date Registered: May 9, 2000

I Matti Ristorante, Inc.  
v.  
Campo de Fiori L.L.C.

**PETITION TO CANCEL**

Petitioner:  
I Matti Ristorante, Inc.  
DBA - Campo de Fiori  
205 South Mill Street, #109  
Aspen, CO 81611  
A Colorado Corporation

To the best of the petitioner's knowledge, the name and address of the current owner of the registration is Campo De Fiori L.L.C c/o Pavia & Harcourt, 600 Madison Avenue, New York, NY 10022. The current owner operates a take-out food service restaurant in Cambridge, Massachusetts.

The above identified petitioner believes that it will be damaged by the above-identified registration, and hereby petitions to cancel the same.

The grounds for cancellation are as follows:

1. Petitioner and two related corporations with the same owners own and operate three nationally known restaurants under the name "Campo de Fiori." Petitioner offers both traditional sit down restaurant services as well as take out and catering services at its restaurants.
2. Petitioner began using the mark "Campo de Fiori" as the name of its restaurants and food services on or about October 14, 1994, which is approximately four (4) years before registrant began using the same mark for its restaurant services.

3. Petitioner is damaged by the registration in that it has a real interest in the case because Petitioner used the identical mark in the same field of use years before registrant began its use.

4. Petitioner therefore seeks cancellation of the registration based on its prior use of the registered mark in the same field of use as set forth more fully below.

5. On or about October 14, 1994, Petitioner began using the mark, "Campo de Fiori" in interstate commerce. Petitioner used the mark as the name of its restaurant and food services business that it opened in Aspen, Colorado on or about October 14, 1994. Petitioner used the mark on advertising, signs, menus and in magazines and publications and in other ways customary in the restaurant and food services trade.

6. Shortly after Petitioner opened its restaurant in Aspen, the mark began receiving national attention in numerous national magazines and publications in association with Petitioner's business. A list of the national attention is set forth below.

7. Attached as Exhibit A is a copy of an article from the December 28, 1994 issue of USA TODAY, a daily newspaper that is distributed throughout the United States, that touts Petitioner's Campo de Fiori restaurant as a "Hot Aspen eater[y]."

8. Attached as Exhibit B is a copy of an article from the Spring, 1995 issue of Aspen Magazine promoting Petitioner's Campo de Fiori restaurant, including the design and appearance of the restaurant.

9. Attached as Exhibit C is an advertisement for Campo de Fiori appearing in the April 29 and 30, 1995 edition of The Aspen Times, which promotes Petitioner's mark in connection with its restaurant business.

10. Attached as Exhibit D is a promotional article for Campo de Fiori appearing in the Summer, 1995 edition of Aspen Magazine.

11. Attached as Exhibit E is an article appearing in the November, 1995 edition of Esquire Magazine, a magazine that is distributed and sold throughout the United States. The article describes the restaurant and food services associated with Petitioner's Campo de Fiori mark. Esquire Magazine touted Campo de Fiori as one of the best new restaurants in America.

12. Attached as Exhibit F is an article appearing in the October 18, 1995 edition of Rocky Mountain News which confirms that Esquire Magazine named Petitioner's Campo de Fiori one of the "Best New Restaurants in America."

13. Attached as Exhibit G is another article from the national newspaper USA Today that promotes Petitioner's Campo de Fiori as one of the best restaurants in America. That article appeared in the October 20, 1995 edition of USA Today.

14. Attached as Exhibit H is an article from the Sunday, November 19, 1995 edition of the New York Times describing the restaurant and food services associated with Petitioner's Campo de Fiori mark. The New York Times is distributed and sold throughout the United States.

15. Attached as Exhibit I is article appearing in the January, 1996 edition of Esquire Magazine recommending Petitioner's Campo de Fiori restaurant and food services.

16. Attached as Exhibit J is an article promoting Petitioner's Campo de Fiori restaurant appearing in the March, 1996 edition of Food & Wine, a national publication.

17. Attached as Exhibit K is an article promoting Petitioner's Campo de Fiori restaurant and food services that appeared in the March, 1996 edition of Philadelphia magazine.

18. Attached as Exhibit L is an advertisement for Petitioner's Campo de Fiori appearing in the May 24, 1996 edition of The Aspen Times.

19. Attached as Exhibit M is a promotional article for Petitioner's Campo de Fiori restaurant and food services appearing in the December, 1996 edition of Travel & Leisure, a magazine that is distributed and sold nationally.

20. Attached as Exhibit N is a copy of an article promoting Petitioner's Campo de Fiori restaurants appearing in the Spanish magazine KENA.

21. Attached as Exhibit O is a promotional article for Petitioner's Campo de Fiori restaurant and food services that appeared in the January, 1997 edition of the nationally distributed Glamour magazine.

22. On or about July 25, 1997, Petitioner opened a second restaurant in Vail, Colorado. Attached as Exhibit P is a press release, dated July 23, 1997, announcing the opening of Petitioner's second Campo de Fiori restaurant in Vail.

23. On or about January 5, 2001, Petitioner opened a third restaurant under the Campo de Fiori mark in Denver, Colorado.

24. Attached as Exhibit Q is an article appearing in the July, 31, 1997 edition of national publication, Wine Spectator. The two (2) page article promotes Petitioner's Campo de Fiori restaurant and food service as one of the best in the United States.

25. Attached as Exhibit R is an article appearing in the August 13, 1997 edition of Vail Daily promoting Petitioner's second Campo de Fiori restaurant located in Vail, Colorado.

26. Attached as Exhibit S is another article promoting Petitioner's Campo de Fiori Aspen restaurant from the national, daily newspaper, USA Today. The article appeared in the November 7, 1997 edition of USA Today.

27. Attached as Exhibit T is an article from the April, 1998 edition of Town & Country magazine that recommends Petitioner's Campo de Fiori restaurant.

28. Attached as Exhibit U is another article from the New York Times promoting Petitioner's Campo de Fiori restaurant. The article appeared in the Sunday, June 14, 1998 edition of the New York Times.

29. Attached as Exhibit V is the Statement of Use Under 37 CFR 2.88 With Declaration submitted by the registrant in support of its application to register the mark Campo De Fiori, Application Serial No. 75/312,127. In that statement of use, the registrant represented that its first date of use of the mark anywhere was June 15, 1998.

30. The above-listed articles and promotional material establish that Petitioner had used the identical mark before the registrant, and that Petitioner's Campo de Fiori mark had gained national recognition for its restaurant and food services business before the registrant began using the mark.

31. Attached as Exhibit W is the January 21, 2000 Response To Office Action submitted by the registrant in support of its application. In that office action response, the registrant limited its field of use to restaurant, catering and take out restaurant services. That is the field of use for which registrant received a registered trademark.

32. The above-listed articles and promotional material establish that Petitioner has used the mark in the identical field of use, namely, restaurant, catering and take out services, and has used the mark in the United States years before the registrant.

33. Attached as Exhibit X are additional samples of Petitioner's use of the mark, Campo de Fiori, in connection with its restaurant and food service business, including use on menus, signs, napkins, advertisements and its web site.

34. Registrant's trademark registration should be cancelled pursuant to 15 U.S.C. § 1052 (d) because it is identical to Petitioner's mark that was previously used in the United States in the identical field of use by Petitioner and; therefore, the registration causes confusion, mistakes and/or deception. Accordingly, registrant's trademark registration should be cancelled because the Petitioner has priority of use.

35. This petition to cancel is timely because it was filed within five (5) years from the date of registration, which was May 9, 2000.

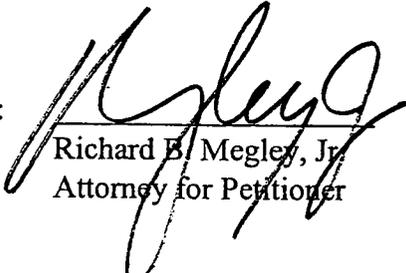
36. A duplicate Copy of this Petition to Cancel is enclosed. Authorization is given to charge Deposit Account No. 14-1131 the appropriate fees for this Petition.

37. In addition to this Petition To Cancel, Petitioner is simultaneously filing a concurrent use trademark application in the United States Patent and Trademark Office, a copy of which is attached as Exhibit Y.

WHEREFORE, Petitioner requests that registrant's trademark registration number 2,348,945 for the mark, CAMPO DE FIORI, be cancelled.

Dated: 11/26/02

Niro, Scavone, Haller & Niro  
181 West Madison Street - Suite 4600  
Chicago, Illinois 60602  
(312) 236-0733

By:   
Richard B. Megley, Jr.  
Attorney for Petitioner

# EXHIBIT C

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

Cancellation No. 92041388  
In the matter of Trademark Registration No. 2,348,945  
For the Mark: CAMPO DE FIORI  
Date Registered: May 9, 2000

I MATTI RISTORANTE, INC., Petitioner  
v.  
CAMPO DE FIORI L.L.C., Registrant

Petitioner: I MATTI RISTORANTE, INC.  
205 South Mill Street, #109  
Aspen, CO 81611

**Box: TTAB**  
Honorable Commissioner of Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3513

Dear Sir:

Enclosed herewith via **Express Mail No. EL 960813925 US** is Petitioner's Combined Motion And Supporting Memorandum For Entry Of Default Judgment. No fee is required for this transmittal. However, authorization is given to charge any insufficiency to Deposit Account No. 14-1131. (A duplicate copy of this letter is enclosed.)

Respectfully submitted,

I certify that this document and enclosed fee is being deposited on April 27, 2004 with the U.S. Postal Express Mail Service under 37 C.F.R. 1.10 and is addressed to box TTAB: Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513



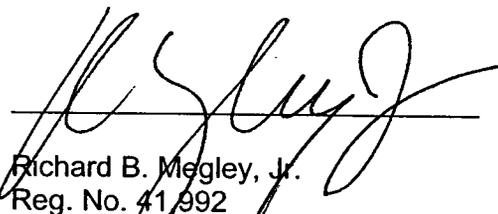
Signature of Person Mailing Correspondence

**Liz Wells**

Printed Name of Person Mailing Correspondence

EL 960813925 US

"Express Mail" Label Number



Richard B. Megley, Jr.  
Reg. No. 41,992  
NIRO, SCAVONE, HALLER & NIRO, LTD.  
181 West Madison Street, Suite 4600  
Chicago, Illinois 60602  
(312) 236-0733

**EL 960813925US**

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

Cancellation No. 92041388

In the matter of Trademark Registration No. 2,348,945

For the mark: CAMPO DE FIORI

Date Registered: May 9, 2000

I Matti Ristorante, Inc.

v.

Campo de Fiori L.L.C.

**PETITIONER'S COMBINED MOTION AND  
SUPPORTING MEMORANDUM FOR ENTRY OF DEFAULT JUDGMENT**

Petitioner I Matti Ristorante, Inc. ("Petitioner"), hereby moves the Trademark Trial and Appeal Board ("Board") to enter default judgment in favor of Petitioner against Registrant Campo de Fiori L.L.C. ("Registrant"), pursuant to 37 C.F.R. § 2.114 and Federal Rule of Civil Procedure 55, on the grounds that Registrant has failed to timely answer, plead or defend the Petition to Cancel submitted to the Board by Petitioner.

Federal Rule of Civil Procedure 55 states that when a party against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend, the party entitled to judgment by default shall apply to the Court for such relief. With respect to trademark cancellation proceedings before the Board, 37 C.F.R. § 2.114(a) states that if no answer to a petition to cancel is filed within the time set by the Board, the petition may be decided as in case of default.

**I. REGISTRANT IS IN DEFAULT**

Petitioner filed a Petition to Cancel Registrant's trademark registration number 2,348,945 for the mark, CAMPO DE FIORI, with the Board on November 26, 2002. Notice was provided by the Board to Petitioner and Registrant on January 11, 2003, providing that Registrant shall answer

the Petition to Cancel within forty (40) days from the date of notice. Registrant requested and received an extension of time to file its answer, thereby moving its answer date to April 21, 2003, more than a year ago. Thereafter, Registrant filed a second motion to extent its time to answer, pushing its answer date back even further. Petitioner and Registrant then entered into settlement discussions because Registrant led Petitioner to believe that it was interested in amicably resolving the matter.

On March 1, 2004, the Board notified both Petitioner and Registrant that the cancellation proceedings were resumed. Registrant was allowed thirty (30) days from March 1, 2004, to file an answer to the Petition to Cancel. Registrant failed to provide an answer to the Petition to Cancel by the due date established by the Board and to date, Registrant still has not filed an answer. As such, Petitioner is entitled to an entry of default judgment on its Petition to Cancel.

**II. DEFAULT JUDGMENT SHOULD BE ENTERED  
BECAUSE REGISTRANT HAS NO MERITORIOUS DEFENSE**

The standard for determining whether default judgment should be entered against Registrant for its failure to file a timely answer to the Petition to Cancel is set forth in Rule 55(c) of the Federal Rules of Civil Procedure. It requires that a Registrant must show good cause why default judgment should not be entered against it. To establish good cause, Registrant must show (1) that the delay in filing an answer was not the result of willful conduct or gross neglect, (2) that the Petitioner will not be substantially prejudiced by the delay, and (3) that Registrant has a meritorious defense to the action. Paolo's Associates Limited Partnership v. Paulo Bodo, 21 USPQ2d 1899, 1903, n. 2 (Dec. Comm'r Pat. 1990). Registrant is incapable of establishing good cause, there is prejudice and default judgment should be entered against it.

**A. Failure To Answer**

Registrant's failure to timely answer the Petition to Cancel was willful or grossly negligent at the very least as evidenced by its prior conduct. Registrant has never filed an answer in this case. Registrant is represented by counsel who has received actual notice of every order issued by the Board, including the Order requiring an Answer by March 31, 2004. (Exhibit 1, March 1, 2004 Order). Indeed, Registrant's attorney has already filed two separate motions to extend after receiving prior orders from the Board. Thus, Registrant has received actual notice of everything that has transpired in this case. It was grossly negligent at the very least because Registrant simply ignored the Order requiring it to answer by March 31, 2004.

**B. Petitioner Is Substantially Prejudiced By The Delay**

Petitioner filed its Petition To Cancel nearly a year and a half ago. Registrant has requested and received multiple extensions to file an answer and registrant still has not filed an answer 18 months after the Petition was filed. Registrant also feigned interest in settlement simply to further delay this case. In short, Registrant's strategy has been to exploit the long-standing proverb, "Justice delayed is justice denied."

Petitioner has been substantially prejudiced by Registrant's "delay" strategy. Petitioner is the owner of several restaurants that have received national attention for their fine quality food and services. Petitioner hopes to expand its restaurant business into several cities in several states but has been required to delay that expansion effort, in part, because of the uncertainty over the status of the "Campo de Fiori" mark. Thus, Registrant's delay has substantially prejudiced Petitioner's business. Also, Petitioner has also filed a concurrent use trademark application to have the "Campo de Fiori" mark registered in its name for certain defined regions of the United States. That

application has been put on hold pending the outcome of this Petition To Cancel. Petitioner has been further prejudiced by Registrant's failure to answer because it has been denied a concurrent use mark.

**C. Registrant Has No Meritorious Defense**

Registrant's strategy has been to delay this case because it has no meritorious defense as shown in the Petition To Cancel. Registrant's admitted first use of the mark was not until June 15, 1998, four years after Petitioner began promoting its mark nationwide. June 15, 1998 was the date of first use Registrant identified in its Statement of Use submitted in support of its trademark application. (Exhibit 2, Statement of Use, Application Serial No. 75/312,127). Restaurant services was the field of use identified in that statement – the same field of use that Petitioner began using the mark four years before. The Petition to Cancel was timely filed within five (5) years from the date of Registrant's registration, which was May 9, 2000.

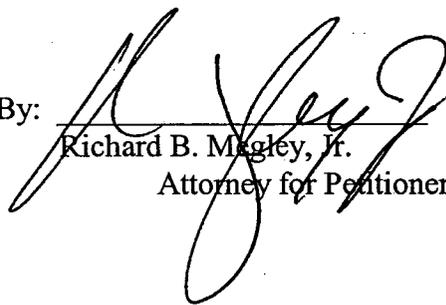
In its Petition to Cancel, Petitioner outlined its extensive use of the "Campo de Fiori" mark on a nationwide scale to advertise and promote its restaurant services. (Exhibit 3, Petition To Cancel). Petitioner attached twenty-one articles that advertise and/or promote the "Campo de Fiori" mark in connection with Petitioner's restaurant services, all of which pre-date Registrant's admitted date of first use. The promotions and advertising are from nationally recognized and distributed publications such as USA TODAY®, Esquire Magazine® and The New York Times®. The articles recount the nationwide recognition Petitioner had achieved for the "Campo de Fiori" mark in connection with its outstanding restaurant services.

The evidence is insurmountable that Petitioner's nationwide use of the "Campo de Fiori" mark predates any use by Respondent. Its registration should be cancelled and Respondents know this. That is why it failed to answer, and it has dragged its feet in this case.

WHEREFORE, Petitioner requests entry of default judgment in its favor and against Registrant, thereby canceling Registrant's trademark registration number 2,348,945 for the mark, CAMPO DE FIORI.

Dated: April 27, 2004

Niro, Scavone, Haller & Niro  
181 West Madison Street - Suite 4600  
Chicago, Illinois 60602  
(312) 236-0733

By: 

Richard B. Magley, Jr.  
Attorney for Petitioner

# EXHIBIT D

Trademark Law Office 115  
Examiner Ira Goodsaid  
Serial Number: 76/471175  
Mark: CAMPO DE FIORI

Attorney  
Docket No.: TM1939

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT: I Matti Ristorante, Inc.  
SERIAL NUMBER: 76/471175  
FILED: November 29, 2002  
MARK: CAMPO DE FIORI

---

Trademark Law Office 115  
Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3513

Dear Sir:

Enclosed herewith via Express Mail No. EL 960813267 US is "Applicant's Motion on Consent to Amend Applicant's Concurrent Use Application" for filing. No fee is required for this filing however, authorization is given to charge any insufficiency to our Deposit Account No. 14-1131.

I certify that this document and enclosed fee is being deposited on May 14, 2004 with the U.S. Postal Express Mail Service under 37 C.F.R. 1.10 and is addressed to the Commissioner for Trademarks, Box POST REG FEE, 2900 Crystal Drive, Arlington, Virginia 22202-3513.

Respectfully submitted,



Elizabeth L. Ryan  
Trademark Coordinator  
NIRO, SCAVONE, HALLER & NIRO, LTD.  
181 West Madison Street, Suite 4600  
Chicago, Illinois 60602  
(312) 236-0733

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: I Matti Ristorante, Inc.  
Application Serial No. 76/471175  
For the mark: CAMPO DE FIORI  
Filing Date: November 29, 2002  
Examining Attorney: Ira Goodsaid  
Law Office 115

**APPLICANT'S MOTION ON CONSENT TO AMEND  
APPLICANT'S CONCURRENT USE APPLICATION**

Pursuant to 37 C.F.R. § 2.133(a), Applicant I Matti Ristorante, Inc. ("Applicant"), with the consent of Registrant Campo de Fiori L.L.C. ("Registrant"), hereby moves the Trademark Trial and Appeal Board ("Board") to amend Applicant's Concurrent Use Application. With respect to concurrent use proceedings before the Board, 37 C.F.R. § 2.133(a) states that an application involved in a proceeding may not be amended in substance except with the consent of the other party and the approval of the Board. Pursuant to a Settlement Agreement executed by Applicant and Registrant, attached hereto as Exhibit A, the parties have agreed to terms for concurrent registration of the mark, CAMPO DE FIORI. Through the execution of the attached agreement, Registrant has consented to Applicant's motion to amend the Concurrent Use Application. Therefore, in accordance with the terms of the attached Settlement Agreement, Applicant, with the consent of Registrant, moves the Board to amend the Concurrent Use Application as follows:

**Geographic area which Applicant seeks:**

Please delete: Entire United States, except Massachusetts, New Hampshire, Maine, Vermont, and Rhode Island

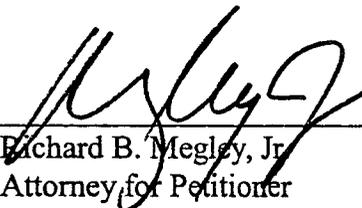
Please add: The State of Texas, the State of Illinois, and Regions of the United States located in the Mountain, Pacific, Alaska, Hawaii-Aleutian, and Samoa standard time zones.

Applicant further requests the Board to acknowledge, as stated in the attached Settlement Agreement between Applicant and Registrant, that Registrant shall have the right to a sub-license from Applicant for use of the mark, CAMPO DE FIORI, in the State of Illinois, while Applicant shall have the right to a sub-license from Registrant for use of the mark, CAMPO DE FIORI, in the State of Florida. In addition, the Settlement Agreement requires that Registrant's right to use the mark CAMPO DE FIORI shall be limited to the regions of the United States located in the Atlantic, Eastern, and Central standard time zones, except for the State of Texas.

Finally, this application had been stayed pending Applicant's Petition To Cancel pending before the Trademark Trial and Appeal Board. In view of the Settlement Agreement, Applicant voluntarily withdrew its Petition to Cancel. A copy of the Petition to Withdraw is attached as Exhibit B. In view of the Settlement Agreement and the withdrawal of the Petition to Cancel, Applicant respectfully requests that Applicant's concurrent use application be registered consistent with this Amendment.

Dated: May 14, 2004

Niro, Scavone, Haller & Niro  
181 West Madison Street - Suite 4600  
Chicago, Illinois 60602  
(312) 236-0733  
[meglevjr@nshn.com](mailto:meglevjr@nshn.com)

By:   
Richard B. Megley, Jr.  
Attorney for Petitioner

**CONCURRENT USE AGREEMENT**

This Concurrent Use Agreement ("Agreement") made this \_\_\_\_ day of February 2004, between I MATTI RISTORANTE, INC. ("Matti"), a corporation incorporated under the laws of the State of Colorado and CAMPO DE FIORI L.L.C. ("Fiori"), a limited liability company under the laws of the State of New York.

**RECITALS:**

WHEREAS, Fiori is the owner of registered trademark number 2,348,945 for the trademark CAMPO DE FIORI (the "Mark");

WHEREAS, Matti has been continuously using the trademark CAMPO DE FIORI since October 14, 1994 to identify its restaurants and food preparation services; and

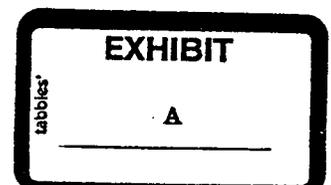
WHEREAS, Matti and Fiori have reached an agreement which would allow use of the Mark by Matti and Fiori in limited geographic areas pursuant to this agreement.

NOW, THEREFORE, it is mutually agreed as follows:

1. Matti hereby agrees that Fiori shall have the exclusive right to use the Mark in association with its restaurant business or businesses located or to be located in:

- a. the Atlantic standard time zone,
- b. the Eastern standard time zone, except the State of Florida as provided in Paragraph 3 below, and
- c. the Central standard time zone, except; (i) the State of Texas; and (ii) the State of Illinois as provided in Paragraph 4, below.

in accordance with, and provided Fiori is not in breach of, the terms and conditions of this Agreement.



2. Fiori hereby agrees that Matti shall have the exclusive right to use the Mark in association with its restaurant business or businesses located in or to be located in:

- a. the Mountain standard time zone,
- b. the Pacific standard time zone,
- c. the Alaska standard time zone,
- d. the Hawaii-Aleutian standard time zone,
- e. the Samoa standard time zone,
- f. the State of Illinois as provided in Section 4 below, and
- g. the State of Texas,

in accordance with, and provided Matti is not in breach of, the terms and conditions of this Agreement.

3. Matti hereby agrees that Fiori shall have the exclusive right to use the Mark in association with its restaurant business or businesses in the State of Florida. However, upon written request by Matti, Fiori shall sub-license use of the Mark to Matti for use in the State of Florida in association with Matti's restaurant businesses located at a future date in the State of Florida.

4. Fiori hereby agrees that Matti shall have the exclusive right to use the Mark in association with its restaurant and/or food preparation services business or businesses in the State of Illinois. However, upon written request by Fiori, Matti shall sub-license use of the Mark to Fiori for use in the State of Illinois in association with Fiori's restaurant businesses located at a future date in the State of Illinois.

5. Matti acknowledges that Fiori has an interest in assuring that its goodwill and reputation associated with its name and trademark are maintained. Therefore, Matti agrees that at all times during the term of this Agreement, Matti shall ensure that the products produced and services rendered by all of Matti's restaurants, businesses, and other operations bearing the Mark shall be consistent with the quality of its products produced and services rendered bearing the Mark as of the date of this Agreement. Fiori acknowledges that the quality of the products produced and services rendered by Matti bearing the Mark as of the date of this Agreement is satisfactory.

6. Fiori acknowledges that Matti has an interest in assuring that its goodwill and reputation associated with its name are maintained. Therefore, Fiori agrees that at all times during the term of this Agreement, Fiori shall ensure that the products produced and services rendered by all of its restaurants, businesses, and other operations bearing the Mark shall be consistent with the quality of Fiori's products produced and services rendered bearing the Mark as of the date of this Agreement. Matti acknowledges that the quality of the products produced and services rendered by Fiori bearing the Mark as of the date of this Agreement is satisfactory.

7. Upon the request of Fiori, Matti shall allow Fiori, or its duly authorized representatives, to sample the products produced and services rendered by Matti's businesses bearing the Mark for the purpose of ascertaining or determining compliance with the quality standards set forth in Paragraph 5, provided that such sampling occurs at the location of one of Matti's businesses bearing the Mark or another agreed upon location.

8. Upon the request of Fiori, Matti shall submit to Fiori, or its duly authorized representatives, samples of any advertising and promotional materials bearing the Mark for the

purpose of ascertaining or determining compliance with the quality standards set forth in Paragraph 5.

9. Upon the request of Matti, Fiori shall allow Matti, or its duly authorized representatives, to sample the products produced and services rendered by Fiori's businesses bearing the Mark for the purpose of ascertaining or determining compliance with the quality standards set forth in Paragraph 6, provided that such sampling occurs at the location of one of Fiori's businesses bearing the Mark or another agreed upon location.

10. Upon the request of Matti, Fiori shall submit to Matti, or its duly authorized representatives, samples of any advertising and promotional materials bearing the Mark for the purpose of ascertaining or determining compliance with the quality standards set forth in Paragraph 6.

11. Fiori assumes no liability with respect to the products produced or services rendered by Matti in association with the Mark and Matti shall indemnify and save Fiori for all claims of third persons arising out of Matti's products or services associated with the Mark.

12. Matti assumes no liability with respect to the products produced or services rendered by Fiori in association with the Mark and Fiori shall indemnify and save Fiori for all claims of third persons arising out of Fiori's products or services associated with the Mark.

13. The obligations of Fiori and Matti set forth in this Agreement shall exist for only so long as either Fiori or Matti continue to use the Mark in their respective businesses. Should either Fiori or Matti discontinue use of the Mark for a continuous period of 2 years, both Fiori and Matti shall be relieved of all obligations set forth in this Agreement.

14. Matti acknowledges Fiori's right, title, and interest in and to its name and the Mark for the locations identified in Paragraph 1, and Fiori acknowledges Matti's right, title, and

interest in and to its name and the Mark for the locations identified in Paragraph 2, and neither party will at any time do or cause any act or thing contesting or in any way impairing or tending to impair any part of the right, title, and interest of the other.

15. Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if sent by prepaid courier or sent by facsimile to the party to be notified at its address below, or to such other address as may be furnished in writing by such party to the notifying party:

a. In the case of Fiori: Anthony S. Cannatella  
Pavia & Harcourt LLP  
600 Madison Avenue  
New York, NY 10022  
Facsimile: (212)980-3135

b. In the case of Matti: Raymond P. Niro  
Niro, Scavone, Haller & Niro, Ltd.  
181 West Madison Street, Suite 4600  
Chicago, IL 60602  
Facsimile: (312)236-3137

16. Because it is a central location for the parties, this Agreement shall be interpreted in accordance with the laws of the State of Illinois, irrespective of its rules concerning conflicts of laws. The parties agree to submit themselves to the jurisdiction of the United States District Court for the Northern District of Illinois to resolve any conflict relating to the subject matter of this Agreement.

17. Any changes or alterations to this Agreement must be provided in writing and agreed upon by both Fiori and Matti in writing.

18. This is the entire agreement between the parties concerning its subject matter and supersedes all prior negotiations and agreements, oral or written. There are no other contemporaneous agreements between the parties relating to this subject matter hereof.

19. This Agreement is not assignable by either party without the consent of the other party.

20. This Agreement may be executed by the parties in separate counterparts and exchanged by facsimile, with the same effect as if all parties had signed the same instrument.

WHEREFORE, the parties hereby acknowledge their agreement and consent to the terms and conditions set forth above through their respective signatures as contained below:

IMATTI RISTORANTE, INC.

CAMPO DE FIORI LLC.

By: Giuseppe H. Piro, J. P.  
Its: GP

BRUNO GALARDI-ESTE  
By: [Signature] Managing MEMBER  
Its: [Signature]



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

Cancellation No. 92041388  
In the matter of Trademark Registration No. 2,348,945  
For the mark: CAMPO DE FIORI  
Date Registered: May 9, 2000

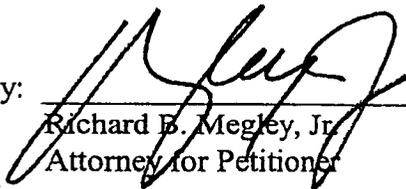
I Matti Ristorante, Inc.  
v.  
Campo de Fiori L.L.C.

**PETITIONER'S WITHDRAWAL OF PETITION TO CANCEL**

Pursuant to 37 C.F.R. § 2.114(c), Petitioner I Matti Ristorante, Inc. ("Petitioner"), hereby withdraws its Petition to Cancel Registration No. 2,348,945 owned by Registrant Campo de Fiori L.L.C. ("Registrant"). With respect to trademark cancellation proceedings before the Trademark Trial and Appeal Board ("Board"), 37 C.F.R. § 2.114(c) states that a petition for cancellation may be withdrawn without prejudice before the answer is filed. As Registrant has not filed an answer to the Petition to Cancel, Petitioner requests that withdrawal of the Petition to Cancel be granted by the Board without prejudice to Petitioner. Petitioner's voluntary withdrawal of its Petition to Cancel is made pursuant to a settlement agreement executed by Petitioner and Registrant providing for concurrent registration of the mark, CAMPO DE FIORI.

Dated: May 14, 2004

Niro, Scavone, Haller & Niro  
181 West Madison Street - Suite 4600  
Chicago, Illinois 60602  
(312) 236-0733

By: 

Richard B. Megley, Jr.  
Attorney for Petitioner

**EXHIBIT**

**B**

tabbier

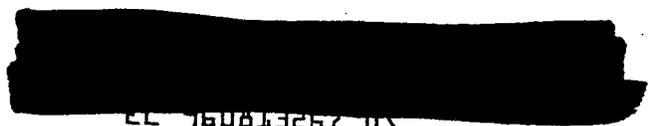
Applicant: I Matti Ristorante, Inc.  
 Serial No.: 76/471175  
 Filing Date: November 29, 2002  
 Mark: CAMPO DE FIORI

RECEIVED IN THE UNITED STATES PATENT AND TRADEMARK  
 OFFICE VIA EXPRESS MAIL NO. EL 960813267 US

Applicant's Motion on Consent to Amend Applicant's  
 Concurrent Use Application

TM1939

14 May 2004



EL 960813267 US

Mailing Label  
 Label 11-F June 2002



UNITED STATES POSTAL SERVICE®

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Date In Mo. Day Year	<input type="checkbox"/> 12 Noon <input type="checkbox"/> 3 PM	Postage \$	Mo. Day	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Time In <input type="checkbox"/> AM <input type="checkbox"/> PM	Military <input type="checkbox"/> 2nd Day <input type="checkbox"/> 3rd Day	Return Receipt Fee	Delivery Attempt	Time	Employee Signature
Weight lbs. ozs.	Int'l Alpha Country Code	COD Fee Insurance Fee	Mo. Day	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
No Delivery <input type="checkbox"/> Weekend <input type="checkbox"/> Holiday	Acceptance Clerk Initials	Total Postage & Fees \$	<input type="checkbox"/> WAIVER OF SIGNATURE (Domestic Only) Additional merchandise insurance is void if waiver of signature is requested. I wish delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery. NO DELIVERY <input type="checkbox"/> Weekend <input type="checkbox"/> Holiday		
CUSTOMER USE ONLY			Customer Signature		
METHOD OF PAYMENT: Express Mail Corporate Acct. No.			Federal Agency Acct. No. or Postal Service Acct. No.		
FROM: (PLEASE PRINT) PHONE ( ) 312 236 0733 NIRO SCAVONE HALLER & NIRO 181 W MADISON ST STE 4500 CHICAGO IL 60602-4676 TM1939			TO: (PLEASE PRINT) PHONE ( ) Commissioner for Trademarks 2900 Crystal Drive Arlington, VA 22202-3513 TM LAW OFFICE 115		

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7/ 250 F:02 T:

# EXHIBIT E

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

Mailed: December 2, 2004

Concurrent Use No. 94002078

I MATTI RISTORANTE, INC.

v.

CAMPO DE FIORI, L.L.C.

Cindy B. Greenbaum, Attorney:

The parties have submitted a settlement agreement for the Board's approval. The settlement agreement provides for the issuance of a concurrent use registration to applicant geographically restricted to the Regions of the United States located in: (a) the Mountain, Pacific, Alaska, Hawaii-Aleutian, and Samoa standard time zones; (b) the State of Texas; and (c) the State of Illinois, except as provided in a "sub-licensing" provision in the settlement agreement. The settlement agreement further provides for the amendment of registrant's registration to geographically restrict it to the Regions of the United States located in: (a) the Atlantic standard time zone; (b) the Eastern standard time zone, including the State of Florida, except as provided in a "sub-licensing" provision in the settlement agreement; and (c) the Central standard time zone, except

(i) the State of Texas, and (ii) the State of Illinois, except as provided in a "sub-licensing" provision within the settlement agreement.<sup>1</sup>

With regard to the "sub-licensing" provisions, the settlement agreement provides that registrant will grant applicant a "sub-license" to use the mark in Florida, while reserving registrant's right to use the mark within that state. Similarly, the settlement agreement provides that applicant will grant registrant a "sub-license" to use the mark in Illinois, while reserving applicant's right to use the mark within that state.

The "sub-licensing" terms of the agreement do not appear to support a finding of no likelihood of confusion because, for example, the wording in paragraphs 3 and 4 permits each party to use the mark under "sub-license" from the other party in states which otherwise fall in the other party's geographic territory. In other words, this is not a licensing agreement, but rather registrant's consent to applicant's use of the mark in registrant's territory, and applicant's consent to registrant's use of the mark in applicant's territory. The use of identical marks for identical services within certain states envisioned by the licensing provisions likely would not avoid confusion.

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<sup>1</sup> The Board interprets the agreement as providing for the geographic restriction of Registration No. 2348945.

In addition, although the agreement includes quality control provisions relating to the products produced and services rendered by each party, and the advertising and promotional materials bearing the mark for the purpose of ascertaining or determining compliance with those quality provisions, the agreement is silent on the actions the parties intend to take to prevent likelihood of confusion among consumers, including the restriction of each party's advertising to its own geographic territories.

The parties are allowed until THIRTY DAYS from the mailing date of this order to file a settlement agreement that addresses the above-noted deficiencies.

This proceeding is otherwise suspended.

# EXHIBIT F

**Megley, Richard B Jr**

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**To:** Cannatella, Anthony  
**Cc:** Niro, Raymond P  
**Subject:** RE: Likelihood of Confusion language



concurrent\_use.v2.  
pdf (14 KB)

Anthony,

I hadn't heard from you and we are up against another 30 day expiration, so I drafted some likelihood of confusion language. It is in paragraph 12 of the agreement I am attaching. If acceptable, please have your client sign and I will file with the PTO. Thanks.

Rich Megley, Jr.  
Niro, Scavone, Haller & Niro  
181 W. Madison St., Suite 4600  
Chicago, IL 60602  
Tel. (312) 236-0733, ext. 205  
Fax. (312) 236-0195  
email: megleyjr@nshn.com

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

From: Cannatella, Anthony [mailto:ACannatella@pavialaw.com]  
Sent: Friday, February 18, 2005 5:13 AM  
To: Megley, Richard B Jr  
Subject: Re: Likelihood of Confusion language

Rich,

I am traveling today, but I will try to reach you when I arrive at my destination. I want to go over one thing before I send you a draft.

Thanks

Anthony S. Cannatella  
212-508-2314  
212-735-7914 Direct Fax  
acannatella@pavialaw.com

-----  
Sent from my BlackBerry Wireless Handheld

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

From: Megley, Richard B Jr <megleyjr@nshn.com>  
To: Cannatella, Anthony <ACannatella@pavialaw.com>  
Sent: Wed Feb 09 11:03:24 2005  
Subject: Likelihood of Confusion language

Dear Anthony:

Just wondering if you have any likelihood of confusion language for me to review. Let me know. Thanks.

Rich Megley, Jr.

Niro, Scavone, Haller & Niro  
181 W. Madison St., Suite 4600  
Chicago, IL 60602  
Tel. (312) 236-0733, ext. 205  
Fax. (312) 236-0195  
email: megleyjr@nshn.com

**CONCURRENT USE AGREEMENT**

This Concurrent Use Agreement ("Agreement") made this \_\_\_\_day of April, 2005, between I MATTI RISTORANTE, INC. ("Matti"), a corporation incorporated under the laws of the State of Colorado and CAMPO DE FIORI L.L.C. ("Fiori"), a limited liability company under the laws of the State of New York.

**RECITALS:**

WHEREAS, Fiori is the owner of registered trademark number 2,348,945 for the trademark CAMPO DE FIORI (the "Mark");

WHEREAS, Matti has been continuously using the trademark CAMPO DE FIORI since October 14, 1994 to identify its restaurants and food preparation services; and

WHEREAS, Matti and Fiori have reached an agreement which would allow use of the Mark by Matti and Fiori in limited geographic areas pursuant to this agreement.

NOW, THEREFORE, it is mutually agreed as follows:

1. Matti hereby agrees that Fiori shall have the exclusive right to use the Mark in association with its restaurant business or businesses located or to be located in:
  - a. the Atlantic standard time zone,
  - b. the Eastern standard time zone, and
  - c. the Central standard time zone, except; (i). the State of Texas; and (ii). the State of Illinois.

in accordance with, and provided Fiori is not in breach of, the terms and conditions of this Agreement.

2. Fiori hereby agrees that Matti shall have the exclusive right to use the Mark in association with its restaurant business or businesses located in or to be located in:

- a. the Mountain standard time zone,
- b. the Pacific standard time zone,
- c. the Alaska standard time zone,
- d. the Hawaii-Aleutian standard time zone,
- e. the Samoa standard time zone,
- f. the State of Illinois, and
- g. the State of Texas,

in accordance with, and provided Matti is not in breach of, the terms and conditions of this Agreement.

3. Matti acknowledges that Fiori has an interest in assuring that its goodwill and reputation associated with its name and trademark are maintained. Therefore, Matti agrees that at all times during the term of this Agreement, Matti shall ensure that the products produced and services rendered by all of Matti's restaurants, businesses, and other operations bearing the Mark shall be consistent with the quality of its products produced and services rendered bearing the Mark as of the date of this Agreement. Fiori acknowledges that the quality of the products produced and services rendered by Matti bearing the Mark as of the date of this Agreement is satisfactory.

4. Fiori acknowledges that Matti has an interest in assuring that its goodwill and reputation associated with its name are maintained. Therefore, Fiori agrees that at all times during the term of this Agreement, Fiori shall ensure that the products produced and services rendered by all of its restaurants, businesses, and other operations bearing the Mark shall be

consistent with the quality of Fiori's products produced and services rendered bearing the Mark as of the date of this Agreement. Matti acknowledges that the quality of the products produced and services rendered by Fiori bearing the Mark as of the date of this Agreement is satisfactory.

5. Upon the request of Fiori, Matti shall allow Fiori, or its duly authorized representatives, to sample the products produced and services rendered by Matti's businesses bearing the Mark for the purpose of ascertaining or determining compliance with the quality standards set forth in Paragraph 3, provided that such sampling occurs at the location of one of Matti's businesses bearing the Mark or another agreed upon location.

6. Upon the request of Fiori, Matti shall submit to Fiori, or its duly authorized representatives, samples of any advertising and promotional materials bearing the Mark for the purpose of ascertaining or determining compliance with the quality standards set forth in Paragraph 3.

7. Upon the request of Matti, Fiori shall allow Matti, or its duly authorized representatives, to sample the products produced and services rendered by Fiori's businesses bearing the Mark for the purpose of ascertaining or determining compliance with the quality standards set forth in Paragraph 4, provided that such sampling occurs at the location of one of Fiori's businesses bearing the Mark or another agreed upon location.

8. Upon the request of Matti, Fiori shall submit to Matti, or its duly authorized representatives, samples of any advertising and promotional materials bearing the Mark for the purpose of ascertaining or determining compliance with the quality standards set forth in Paragraph 4.

9. Fiori assumes no liability with respect to the products produced or services rendered by Matti in association with the Mark and Matti shall indemnify and save Fiori for all claims of third persons arising out of Matti's products or services associated with the Mark.

10. Matti assumes no liability with respect to the products produced or services rendered by Fiori in association with the Mark and Fiori shall indemnify and save Fiori for all claims of third persons arising out of Fiori's products or services associated with the Mark.

11. The obligations of Fiori and Matti set forth in this Agreement shall exist for only so long as either Fiori or Matti continue to use the Mark in their respective businesses. Should either Fiori or Matti discontinue use of the Mark for a continuous period of 2 years, both Fiori and Matti shall be relieved of all obligations set forth in this Agreement.

12. It is in the interests of both Matti and Fiori to prevent any likelihood of confusion that may potentially arise from the concurrent use of the Mark by each of the parties in their respective geographical areas as set forth in Paragraphs 1 and 2 of this Agreement. Therefore, Matti agrees that at all times during the term of this Agreement, Matti shall expressly identify in any of its corporate literature or advertising appearing in Fiori's geographical area the following: (i) the location of its restaurants, businesses and other operations and/or (ii) identification and/or statements sufficient to indicate that it is a separate entity from Fiori. Furthermore, Fiori agrees that at all times during the term of this Agreement, Fiori shall expressly identify in any of its corporate literature or advertising appearing in Matti's geographical area the following: (i) the location of its restaurants, businesses and other operations and/or (ii) identification and/or statements sufficient to indicate that it is a separate entity from Matti.

13. Matti acknowledges Fiori's right, title, and interest in and to its name and the Mark for the locations identified in Paragraph 1, and Fiori acknowledges Matti's right, title, and

interest in and to its name and the Mark for the locations identified in Paragraph 2, and neither party will at any time do or cause any act or thing contesting or in any way impairing or tending to impair any part of the right, title, and interest of the other.

14. Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if sent by prepaid courier or sent by facsimile to the party to be notified at its address below, or to such other address as may be furnished in writing by such party to the notifying party:

a. In the case of Fiori: Anthony S. Cannatella  
Pavia & Harcourt LLP  
600 Madison Avenue  
New York, NY 10022  
Facsimile: (212)980-3135

b. In the case of Matti: Raymond P. Niro  
Niro, Scavone, Haller & Niro, Ltd.  
181 West Madison Street, Suite 4600  
Chicago, IL 60602  
Facsimile: (312)236-3137

15. Because it is a central location for the parties, this Agreement shall be interpreted in accordance with the laws of the State of Illinois, irrespective of its rules concerning conflicts of laws. The parties agree to submit themselves to the jurisdiction of the United States District Court for the Northern District of Illinois to resolve any conflict relating to the subject matter of this Agreement.

16. Any changes or alterations to this Agreement must be provided in writing and agreed upon by both Fiori and Matti in writing.

17. This is the entire agreement between the parties concerning its subject matter and supersedes all prior negotiations and agreements, oral or written. There are no other contemporaneous agreements between the parties relating to the subject matter hereof.

18. This Agreement is not assignable by either party without the consent of the other party.

19. This Agreement may be executed by the parties in separate counterparts and exchanged by facsimile, with the same effect as if all parties had signed the same instrument.

WHEREFORE, the parties hereby acknowledge their agreement and consent to the terms and conditions set forth above through their respective signatures as contained below:

I MATTI RISTORANTE, INC.

CAMPO DE FIORI L.L.C.

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

# EXHIBIT G

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

Mailed: November 17, 2005

Concurrent Use No. 94002078

I MATTI RISTORANTE, INC.

v.

CAMPO DE FIORI L.L.C.

Cindy B. Greenbaum, Attorney:

The August 11, 2005 Board order extended until May 4, 2005 the parties' time to submit a revised concurrent use agreement. Inasmuch as the parties have not filed a revised concurrent use agreement, proceedings are resumed.

Registrant Campo de Fiori L.L.C. has until THIRTY DAYS from the mailing date of this order to file a statement in accordance with Trademark Rule 2.99, if it so desires.

Trial dates, including the close of discovery, are reset as follows:

DISCOVERY PERIOD TO CLOSE: **March 15, 2006**

Thirty-day testimony period for party in position of plaintiff to close: **June 13, 2006**

Thirty-day testimony period for party in position of defendant to close: **August 12, 2006**

Fifteen-day rebuttal testimony period to close: **September 26, 2006**

In each instance, a copy of the transcript of testimony together with copies of documentary exhibits, must be served on the adverse party within thirty days after completion of the taking of testimony. Trademark Rule 2.125.

Briefs shall be filed in accordance with Trademark Rule 2.128(a) and (b). An oral hearing will be set only upon request filed as provided by Trademark Rule 2.129.

# EXHIBIT H

**Megley, Richard B Jr**

---

**To:** Cannatella, Anthony  
**Cc:** Niro, Raymond P  
**Subject:** Concurrent Use Agreement

**Attachments:** concurrent\_use.v3.pdf

Dear Anthony:

Per your request, attached is another copy of the Concurrent Use Agreement that we previously sent to you in April of this year. I changed the date to reflect that is now December. We look forward to receiving your client's signature. If you have any questions, please give me a call.

Very truly yours,

Richard Megley, Jr.  
Niro, Scavone, Haller & Niro  
181 W. Madison St., Suite 4600  
Chicago, IL 60602  
Tel. (312) 236-0733, ext. 205  
Fax. (312) 236-0195  
email: megleyjr@nshn.com



concurrent\_use.v3.  
pdf (15 KB)

## CONCURRENT USE AGREEMENT

This Concurrent Use Agreement ("Agreement") made this \_\_\_\_day of December , 2005, between I MATTI RISTORANTE, INC. ("Matti"), a corporation incorporated under the laws of the State of Colorado and CAMPO DE FIORI L.L.C. ("Fiori"), a limited liability company under the laws of the State of New York.

### RECITALS:

WHEREAS, Fiori is the owner of registered trademark number 2,348,945 for the trademark CAMPO DE FIORI (the "Mark");

WHEREAS, Matti has been continuously using the trademark CAMPO DE FIORI since October 14, 1994 to identify its restaurants and food preparation services; and

WHEREAS, Matti and Fiori have reached an agreement which would allow use of the Mark by Matti and Fiori in limited geographic areas pursuant to this agreement.

NOW, THEREFORE, it is mutually agreed as follows:

1. Matti hereby agrees that Fiori shall have the exclusive right to use the Mark in association with its restaurant business or businesses located or to be located in:
  - a. the Atlantic standard time zone,
  - b. the Eastern standard time zone, and
  - c. the Central standard time zone, except; (i). the State of Texas; and (ii). the State of Illinois.

in accordance with, and provided Fiori is not in breach of, the terms and conditions of this Agreement.

2. Fiori hereby agrees that Matti shall have the exclusive right to use the Mark in association with its restaurant business or businesses located in or to be located in:

- a. the Mountain standard time zone,
- b. the Pacific standard time zone,
- c. the Alaska standard time zone,
- d. the Hawaii-Aleutian standard time zone,
- e. the Samoa standard time zone,
- f. the State of Illinois, and
- g. the State of Texas,

in accordance with, and provided Matti is not in breach of, the terms and conditions of this Agreement.

3. Matti acknowledges that Fiori has an interest in assuring that its goodwill and reputation associated with its name and trademark are maintained. Therefore, Matti agrees that at all times during the term of this Agreement, Matti shall ensure that the products produced and services rendered by all of Matti's restaurants, businesses, and other operations bearing the Mark shall be consistent with the quality of its products produced and services rendered bearing the Mark as of the date of this Agreement. Fiori acknowledges that the quality of the products produced and services rendered by Matti bearing the Mark as of the date of this Agreement is satisfactory.

4. Fiori acknowledges that Matti has an interest in assuring that its goodwill and reputation associated with its name are maintained. Therefore, Fiori agrees that at all times during the term of this Agreement, Fiori shall ensure that the products produced and services rendered by all of its restaurants, businesses, and other operations bearing the Mark shall be

consistent with the quality of Fiori's products produced and services rendered bearing the Mark as of the date of this Agreement. Matti acknowledges that the quality of the products produced and services rendered by Fiori bearing the Mark as of the date of this Agreement is satisfactory.

5. Upon the request of Fiori, Matti shall allow Fiori, or its duly authorized representatives, to sample the products produced and services rendered by Matti's businesses bearing the Mark for the purpose of ascertaining or determining compliance with the quality standards set forth in Paragraph 3, provided that such sampling occurs at the location of one of Matti's businesses bearing the Mark or another agreed upon location.

6. Upon the request of Fiori, Matti shall submit to Fiori, or its duly authorized representatives, samples of any advertising and promotional materials bearing the Mark for the purpose of ascertaining or determining compliance with the quality standards set forth in Paragraph 3.

7. Upon the request of Matti, Fiori shall allow Matti, or its duly authorized representatives, to sample the products produced and services rendered by Fiori's businesses bearing the Mark for the purpose of ascertaining or determining compliance with the quality standards set forth in Paragraph 4, provided that such sampling occurs at the location of one of Fiori's businesses bearing the Mark or another agreed upon location.

8. Upon the request of Matti, Fiori shall submit to Matti, or its duly authorized representatives, samples of any advertising and promotional materials bearing the Mark for the purpose of ascertaining or determining compliance with the quality standards set forth in Paragraph 4.

9. Fiori assumes no liability with respect to the products produced or services rendered by Matti in association with the Mark and Matti shall indemnify and save Fiori for all claims of third persons arising out of Matti's products or services associated with the Mark.

10. Matti assumes no liability with respect to the products produced or services rendered by Fiori in association with the Mark and Fiori shall indemnify and save Fiori for all claims of third persons arising out of Fiori's products or services associated with the Mark.

11. The obligations of Fiori and Matti set forth in this Agreement shall exist for only so long as either Fiori or Matti continue to use the Mark in their respective businesses. Should either Fiori or Matti discontinue use of the Mark for a continuous period of 2 years, both Fiori and Matti shall be relieved of all obligations set forth in this Agreement.

12. It is in the interests of both Matti and Fiori to prevent any likelihood of confusion that may potentially arise from the concurrent use of the Mark by each of the parties in their respective geographical areas as set forth in Paragraphs 1 and 2 of this Agreement. Therefore, Matti agrees that at all times during the term of this Agreement, Matti shall expressly identify in any of its corporate literature or advertising appearing in Fiori's geographical area the following: (i) the location of its restaurants, businesses and other operations and/or (ii) identification and/or statements sufficient to indicate that it is a separate entity from Fiori. Furthermore, Fiori agrees that at all times during the term of this Agreement, Fiori shall expressly identify in any of its corporate literature or advertising appearing in Matti's geographical area the following: (i) the location of its restaurants, businesses and other operations and/or (ii) identification and/or statements sufficient to indicate that it is a separate entity from Matti.

13. Matti acknowledges Fiori's right, title, and interest in and to its name and the Mark for the locations identified in Paragraph 1, and Fiori acknowledges Matti's right, title, and

interest in and to its name and the Mark for the locations identified in Paragraph 2, and neither party will at any time do or cause any act or thing contesting or in any way impairing or tending to impair any part of the right, title, and interest of the other.

14. Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if sent by prepaid courier or sent by facsimile to the party to be notified at its address below, or to such other address as may be furnished in writing by such party to the notifying party:

- a. In the case of Fiori: Anthony S. Cannatella  
Pavia & Harcourt LLP  
600 Madison Avenue  
New York, NY 10022  
Facsimile: (212)980-3135
  
- b. In the case of Matti: Raymond P. Niro  
Niro, Scavone, Haller & Niro, Ltd.  
181 West Madison Street, Suite 4600  
Chicago, IL 60602  
Facsimile: (312)236-3137

15. Because it is a central location for the parties, this Agreement shall be interpreted in accordance with the laws of the State of Illinois, irrespective of its rules concerning conflicts of laws. The parties agree to submit themselves to the jurisdiction of the United States District Court for the Northern District of Illinois to resolve any conflict relating to the subject matter of this Agreement.

16. Any changes or alterations to this Agreement must be provided in writing and agreed upon by both Fiori and Matti in writing.

17. This is the entire agreement between the parties concerning its subject matter and supersedes all prior negotiations and agreements, oral or written. There are no other contemporaneous agreements between the parties relating to the subject matter hereof.

18. This Agreement is not assignable by either party without the consent of the other party.

19. This Agreement may be executed by the parties in separate counterparts and exchanged by facsimile, with the same effect as if all parties had signed the same instrument.

WHEREFORE, the parties hereby acknowledge their agreement and consent to the terms and conditions set forth above through their respective signatures as contained below:

I MATTI RISTORANTE, INC.

CAMPO DE FIORI L.L.C.

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

# EXHIBIT I

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

Concurrent Use No. 94002078  
In the matter of Trademark Registration No. 2,348,945  
For the mark: CAMPO DE FIORI  
Date Registered: May 9, 2000

I MATTI RISTORANTE, INC.  
v.  
CAMPO DE FIORI L.L.C.

**APPLICANT I MATTI RISTORANTE'S REQUESTS FOR ADMISSIONS  
TO REGISTRANT CAMPO DE FIORI L.L.C.**

TO: Registrant Campo de Fiori L.L.C. and its attorney, Anthony S. Cannatella of the law firm of Pavia & Harcourt, 600 Madison Avenue, New York, New York, 10022.

Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure and to 37 C.F.R. §2.120, you are hereby requested to admit or deny the following requests for admissions within thirty (30) days from the date of service upon you. Unless your response is an unequivocal admission or denial of the matter requested, you shall set forth in detail the reasons why you cannot truthfully admit or deny the matter.

These requests for admissions shall be deemed continuing so as to require the requested information as of the date of service of your answers thereto and also as to require prompt supplementation whenever the conditions of Federal Rule of Civil Procedure 26(e) are met.

**DEFINITIONS**

1. The terms "Registrant," "you," and "your" shall mean Campo De Fiori L.L.C. and any other company name under which Campo De Fiori L.L.C. is or was doing business, as well as their predecessors, parents, subsidiaries, divisions, directors, officers, employees, agents and attorneys, and each person acting or purporting to act on their behalf or under their control.

2. The term "the Mark" refers to the phrase "CAMPO DE FIORI."
3. "Document(s)," as used herein, refers to the broadest definition of document under the Federal Rules, e.g., anything which would be a "writing" or "recording" as defined in Rule 1001(1) of the Federal Rules of Evidence or a "document" as defined in Rule 34(a) of the Federal Rules of Civil Procedure, including without limitation every original (and every copy of any original or copy which differs in any way from any original because of notations thereon or attachments thereto or otherwise) of every writing or recording of every kind of description, whether handwritten, typed, drawn, printed or recorded by any physical, mechanical, electronic or electrical means, including electronic data compilations.
4. The terms "person" or "persons" refers to both natural persons and to corporate, governmental or other business entities and the acts of a person are defined to include the acts of directors, officers, owners, members, employees, agents or attorneys acting on the person's behalf.
5. The terms "and," "or" as well as "and/or" shall be construed disjunctively or conjunctively as necessary in order to bring within the scope of the request all responses which otherwise might be construed to be outside its scope.
6. The terms "relate to," "relating to" or "related to" mean relevant to, referring to, alluding to, responding to, concerning, connected with, commenting on, in respect of, about, regarding, discussing, evidencing, showing, describing, reflecting, analyzing and/or constituting.

### REQUESTS FOR ADMISSIONS

1. Admit that Registrant's first actual use of the Mark in interstate commerce was not prior to June 15, 1998.
2. Admit that in the document attached hereto as Exhibit A, Registrant represented to the United States Patent and Trademark Office that its first use of the Mark in interstate commerce was June 15, 1998.
3. Admit that the document attached hereto as Exhibit B was published prior to June 15, 1998.
4. Admit that the document attached hereto as Exhibit B appears in the December 28, 1994 edition of USA Today.
5. Admit that USA Today is a national publication.
6. Admit that USA Today is sold in every state throughout the United States.
7. Admit that the document attached hereto as Exhibit B makes reference to the Mark.
8. Admit that the document attached hereto as Exhibit B relates to use of the Mark by a person other than Registrant.
9. Admit that the document attached hereto as Exhibit B relates to use of the Mark by Applicant.
10. Admit that the document attached hereto as Exhibit B relates to use of the Mark in conjunction with Applicant's restaurant services.
11. Admit that the document attached hereto as Exhibit B constitutes use by Applicant of the Mark to promote Applicant's restaurant services prior to June 15, 1998.

12. Admit that the document attached hereto as Exhibit B constitutes use by Applicant of the Mark in interstate commerce to promote Applicant's restaurant services prior to June 15, 1998.

13. Admit that the document attached hereto as Exhibit B constitutes use by Applicant of the Mark in commerce in every state throughout the United States to promote Applicant's restaurant services prior to June 15, 1998.

14. Admit that the document attached hereto as Exhibit C was published prior to June 15, 1998.

15. Admit that the document attached hereto as Exhibit C appears in the Spring 1995 edition of Aspen Magazine.

16. Admit that Aspen Magazine is a publication sold in the State of Colorado.

17. Admit that the document attached hereto as Exhibit C makes reference to the Mark.

18. Admit that the document attached hereto as Exhibit C relates to use of the Mark by a person other than Registrant.

19. Admit that the document attached hereto as Exhibit C relates to use of the Mark by Applicant.

20. Admit that the document attached hereto as Exhibit C relates to use of the Mark in conjunction with Applicant's restaurant services.

21. Admit that the document attached hereto as Exhibit C constitutes use by Applicant of the Mark to promote Applicant's restaurant services prior to June 15, 1998.

22. Admit that the document attached hereto as Exhibit C constitutes use by Applicant of the Mark in interstate commerce to promote Applicant's restaurant services prior to June 15, 1998.

23. Admit that the document attached hereto as Exhibit C constitutes use by Applicant of the Mark in commerce in the State of Colorado to promote Applicant's restaurant services prior to June 15, 1998.

24. Admit that the document attached hereto as Exhibit D was published prior to June 15, 1998.

25. Admit that the document attached hereto as Exhibit D appears in the April 29 and 30, 1995 edition of The Aspen Times.

26. Admit that The Aspen Times is a publication sold in the State of Colorado.

27. Admit that the document attached hereto as Exhibit D makes reference to the Mark.

28. Admit that the document attached hereto as Exhibit D relates to use of the Mark by a person other than Registrant.

29. Admit that the document attached hereto as Exhibit D relates to use of the Mark by Applicant.

30. Admit that the document attached hereto as Exhibit D relates to use of the Mark in conjunction with Applicant's restaurant services.

31. Admit that the document attached hereto as Exhibit D constitutes use by Applicant of the Mark to promote Applicant's restaurant services prior to June 15, 1998.

32. Admit that the document attached hereto as Exhibit D constitutes use by Applicant of the Mark in interstate commerce to promote Applicant's restaurant services prior to June 15, 1998.

33. Admit that the document attached hereto as Exhibit D constitutes use by Applicant of the Mark in commerce in the State of Colorado to promote Applicant's restaurant services prior to June 15, 1998.

34. Admit that the document attached hereto as Exhibit E was published prior to June 15, 1998.
35. Admit that the document attached hereto as Exhibit E appears in the Summer 1995 edition of Aspen Magazine.
36. Admit that the document attached hereto as Exhibit E makes reference to the Mark.
37. Admit that the document attached hereto as Exhibit E relates to use of the Mark by a person other than Registrant.
38. Admit that the document attached hereto as Exhibit E relates to use of the Mark by Applicant.
39. Admit that the document attached hereto as Exhibit E relates to use of the Mark in conjunction with Applicant's restaurant services.
40. Admit that the document attached hereto as Exhibit E constitutes use by Applicant of the Mark to promote Applicant's restaurant services prior to June 15, 1998.
41. Admit that the document attached hereto as Exhibit E constitutes use by Applicant of the Mark in interstate commerce to promote Applicant's restaurant services prior to June 15, 1998.
42. Admit that the document attached hereto as Exhibit E constitutes use by Applicant of the Mark in commerce in the State of Colorado to promote Applicant's restaurant services prior to June 15, 1998.
43. Admit that the document attached hereto as Exhibit F was published prior to June 15, 1998.
44. Admit that the document attached hereto as Exhibit F appears in the November 1995 edition of Esquire.

45. Admit that Esquire is a national publication.
46. Admit that Esquire is sold in every state throughout the United States.
47. Admit that the document attached hereto as Exhibit F makes reference to the Mark.
48. Admit that the document attached hereto as Exhibit F relates to use of the Mark by a person other than Registrant.
49. Admit that the document attached hereto as Exhibit F relates to use of the Mark by Applicant.
50. Admit that the document attached hereto as Exhibit F relates to use of the Mark in conjunction with Applicant's restaurant services.
51. Admit that the document attached hereto as Exhibit F constitutes use by Applicant of the Mark to promote Applicant's restaurant services prior to June 15, 1998.
52. Admit that the document attached hereto as Exhibit F constitutes use by Applicant of the Mark in interstate commerce to promote Applicant's restaurant services prior to June 15, 1998.
53. Admit that the document attached hereto as Exhibit F constitutes use by Applicant of the Mark in commerce in every state throughout the United States to promote Applicant's restaurant services prior to June 15, 1998.
54. Admit that the document attached hereto as Exhibit G was published prior to June 15, 1998.
55. Admit that the document attached hereto as Exhibit G appears in the October 18, 1995 edition of Rocky Mountain News.
56. Admit that Rocky Mountain News is a publication sold in the State of Colorado.
57. Admit that the document attached hereto as Exhibit G makes reference to the Mark.

58. Admit that the document attached hereto as Exhibit G relates to use of the Mark by a person other than Registrant.

59. Admit that the document attached hereto as Exhibit G relates to use of the Mark by Applicant.

60. Admit that the document attached hereto as Exhibit G relates to use of the Mark in conjunction with Applicant's restaurant services.

61. Admit that the document attached hereto as Exhibit G constitutes use by Applicant of the Mark to promote Applicant's restaurant services prior to June 15, 1998.

62. Admit that the document attached hereto as Exhibit G constitutes use by Applicant of the Mark in interstate commerce to promote Applicant's restaurant services prior to June 15, 1998.

63. Admit that the document attached hereto as Exhibit G constitutes use by Applicant of the Mark in commerce in the State of Colorado to promote Applicant's restaurant services prior to June 15, 1998.

64. Admit that the document attached hereto as Exhibit H was published prior to June 15, 1998.

65. Admit that the document attached hereto as Exhibit H appears in the October 20, 1995 edition of USA Today.

66. Admit that the document attached hereto as Exhibit H makes reference to the Mark.

67. Admit that the document attached hereto as Exhibit H relates to use of the Mark by a person other than Registrant.

68. Admit that the document attached hereto as Exhibit H relates to use of the Mark by Applicant.

69. Admit that the document attached hereto as Exhibit H relates to use of the Mark in conjunction with Applicant's restaurant services.

70. Admit that the document attached hereto as Exhibit H constitutes use by Applicant of the Mark to promote Applicant's restaurant services prior to June 15, 1998.

71. Admit that the document attached hereto as Exhibit H constitutes use by Applicant of the Mark in interstate commerce to promote Applicant's restaurant services prior to June 15, 1998.

72. Admit that the document attached hereto as Exhibit H constitutes use by Applicant of the Mark in commerce in every state throughout the United States to promote Applicant's restaurant services prior to June 15, 1998.

73. Admit that the document attached hereto as Exhibit I was published prior to June 15, 1998.

74. Admit that the document attached hereto as Exhibit I appears in the November 19, 1995 edition of The New York Times.

75. Admit that The New York Times is a national publication.

76. Admit that The New York Times is sold in every state throughout the United States.

77. Admit that the document attached hereto as Exhibit I makes reference to the Mark.

78. Admit that the document attached hereto as Exhibit I relates to use of the Mark by a person other than Registrant.

79. Admit that the document attached hereto as Exhibit I relates to use of the Mark by Applicant.

80. Admit that the document attached hereto as Exhibit I relates to use of the Mark in conjunction with Applicant's restaurant services.

81. Admit that the document attached hereto as Exhibit I constitutes use by Applicant of the Mark to promote Applicant's restaurant services prior to June 15, 1998.

82. Admit that the document attached hereto as Exhibit I constitutes use by Applicant of the Mark in interstate commerce to promote Applicant's restaurant services prior to June 15, 1998.

83. Admit that the document attached hereto as Exhibit I constitutes use by Applicant of the Mark in commerce in every state throughout the United States to promote Applicant's restaurant services prior to June 15, 1998.

84. Admit that the document attached hereto as Exhibit J was published prior to June 15, 1998.

85. Admit that the document attached hereto as Exhibit J appears in the January 1996 edition of Esquire.

86. Admit that the document attached hereto as Exhibit J makes reference to the Mark.

87. Admit that the document attached hereto as Exhibit J relates to use of the Mark by a person other than Registrant.

88. Admit that the document attached hereto as Exhibit J relates to use of the Mark by Applicant.

89. Admit that the document attached hereto as Exhibit J relates to use of the Mark in conjunction with Applicant's restaurant services.

90. Admit that the document attached hereto as Exhibit J constitutes use by Applicant of the Mark to promote Applicant's restaurant services prior to June 15, 1998.

91. Admit that the document attached hereto as Exhibit J constitutes use by Applicant of the Mark in interstate commerce to promote Applicant's restaurant services prior to June 15, 1998.

92. Admit that the document attached hereto as Exhibit J constitutes use by Applicant of the Mark in commerce in every state throughout the United States to promote Applicant's restaurant services prior to June 15, 1998.

93. Admit that the document attached hereto as Exhibit K was published prior to June 15, 1998.

94. Admit that the document attached hereto as Exhibit K appears in the March 1996 edition of Philadelphia.

95. Admit that Philadelphia is a publication sold in the State of Pennsylvania.

96. Admit that the document attached hereto as Exhibit K makes reference to the Mark.

97. Admit that the document attached hereto as Exhibit K relates to use of the Mark by a person other than Registrant.

98. Admit that the document attached hereto as Exhibit K relates to use of the Mark by Applicant.

99. Admit that the document attached hereto as Exhibit K relates to use of the Mark in conjunction with Applicant's restaurant services.

100. Admit that the document attached hereto as Exhibit K constitutes use by Applicant of the Mark to promote Applicant's restaurant services prior to June 15, 1998.

101. Admit that the document attached hereto as Exhibit K constitutes use by Applicant of the Mark in interstate commerce to promote Applicant's restaurant services prior to June 15, 1998.

102. Admit that the document attached hereto as Exhibit K constitutes use by Applicant of the Mark in commerce in the State of Pennsylvania to promote Applicant's restaurant services prior to June 15, 1998.

103. Admit that the document attached hereto as Exhibit L was published prior to June 15, 1998.

104. Admit that the document attached hereto as Exhibit L appears in the May 24, 1996 edition of The Aspen Times.

105. Admit that the document attached hereto as Exhibit L makes reference to the Mark.

106. Admit that the document attached hereto as Exhibit L relates to use of the Mark by a person other than Registrant.

107. Admit that the document attached hereto as Exhibit L relates to use of the Mark by Applicant.

108. Admit that the document attached hereto as Exhibit L relates to use of the Mark in conjunction with Applicant's restaurant services.

109. Admit that the document attached hereto as Exhibit L constitutes use by Applicant of the Mark to promote Applicant's restaurant services prior to June 15, 1998.

110. Admit that the document attached hereto as Exhibit L constitutes use by Applicant of the Mark in interstate commerce to promote Applicant's restaurant services prior to June 15, 1998.

111. Admit that the document attached hereto as Exhibit L constitutes use by Applicant of the Mark in commerce in the State of Colorado to promote Applicant's restaurant services prior to June 15, 1998.

112. Admit that the document attached hereto as Exhibit M was published prior to June 15, 1998.

113. Admit that the document attached hereto as Exhibit M appears in the December 1996 edition of Travel & Leisure.

114. Admit that Travel & Leisure is a national publication.
115. Admit that Travel & Leisure is sold in every state throughout the United States.
116. Admit that the document attached hereto as Exhibit M makes reference to the Mark.
117. Admit that the document attached hereto as Exhibit M relates to use of the Mark by a person other than Registrant.
118. Admit that the document attached hereto as Exhibit M relates to use of the Mark by Applicant.
119. Admit that the document attached hereto as Exhibit M relates to use of the Mark in conjunction with Applicant's restaurant services.
120. Admit that the document attached hereto as Exhibit M constitutes use by Applicant of the Mark to promote Applicant's restaurant services prior to June 15, 1998.
121. Admit that the document attached hereto as Exhibit M constitutes use by Applicant of the Mark in interstate commerce to promote Applicant's restaurant services prior to June 15, 1998.
122. Admit that the document attached hereto as Exhibit M constitutes use by Applicant of the Mark in commerce in every state throughout the United States to promote Applicant's restaurant services prior to June 15, 1998.
123. Admit that the document attached hereto as Exhibit N was published prior to June 15, 1998.
124. Admit that the document attached hereto as Exhibit N appears in the January 1997 edition of Glamour.
125. Admit that Glamour is a national publication.
126. Admit that Glamour is sold in every state throughout the United States.

127. Admit that the document attached hereto as Exhibit N makes reference to the Mark.
128. Admit that the document attached hereto as Exhibit N relates to use of the Mark by a person other than Registrant.
129. Admit that the document attached hereto as Exhibit N relates to use of the Mark by Applicant.
130. Admit that the document attached hereto as Exhibit N relates to use of the Mark in conjunction with Applicant's restaurant services.
131. Admit that the document attached hereto as Exhibit N constitutes use by Applicant of the Mark to promote Applicant's restaurant services prior to June 15, 1998.
132. Admit that the document attached hereto as Exhibit N constitutes use by Applicant of the Mark in interstate commerce to promote Applicant's restaurant services prior to June 15, 1998.
133. Admit that the document attached hereto as Exhibit N constitutes use by Applicant of the Mark in commerce in every state throughout the United States to promote Applicant's restaurant services prior to June 15, 1998.
134. Admit that the document attached hereto as Exhibit O was published prior to June 15, 1998.
135. Admit that the document attached hereto as Exhibit O appears in the July 31, 1997 edition of Wine Spectator.
136. Admit that Wine Spectator is a national publication.
137. Admit that Wine Spectator is sold in every state throughout the United States.
138. Admit that the document attached hereto as Exhibit O makes reference to the Mark.

139. Admit that the document attached hereto as Exhibit O relates to use of the Mark by a person other than Registrant.

140. Admit that the document attached hereto as Exhibit O relates to use of the Mark by Applicant.

141. Admit that the document attached hereto as Exhibit O relates to use of the Mark in conjunction with Applicant's restaurant services.

142. Admit that the document attached hereto as Exhibit O constitutes use by Applicant of the Mark to promote Applicant's restaurant services prior to June 15, 1998.

143. Admit that the document attached hereto as Exhibit O constitutes use by Applicant of the Mark in interstate commerce to promote Applicant's restaurant services prior to June 15, 1998.

144. Admit that the document attached hereto as Exhibit O constitutes use by Applicant of the Mark in commerce in every state throughout the United States to promote Applicant's restaurant services prior to June 15, 1998.

145. Admit that the document attached hereto as Exhibit P was published prior to June 15, 1998.

146. Admit that the document attached hereto as Exhibit P appears in the August 13, 1997 edition of Vail Daily.

147. Admit that Vail Daily is a publication sold in the State of Colorado.

148. Admit that the document attached hereto as Exhibit P makes reference to the Mark.

149. Admit that the document attached hereto as Exhibit P relates to use of the Mark by a person other than Registrant.

150. Admit that the document attached hereto as Exhibit P relates to use of the Mark by Applicant.

151. Admit that the document attached hereto as Exhibit P relates to use of the Mark in conjunction with Applicant's restaurant services.

152. Admit that the document attached hereto as Exhibit P constitutes use by Applicant of the Mark to promote Applicant's restaurant services prior to June 15, 1998.

153. Admit that the document attached hereto as Exhibit P constitutes use by Applicant of the Mark in interstate commerce to promote Applicant's restaurant services prior to June 15, 1998.

154. Admit that the document attached hereto as Exhibit P constitutes use by Applicant of the Mark in commerce in the State of Colorado to promote Applicant's restaurant services prior to June 15, 1998.

155. Admit that the document attached hereto as Exhibit Q was published prior to June 15, 1998.

156. Admit that the document attached hereto as Exhibit Q appears in the November 7, 1997 edition of USA Today.

157. Admit that the document attached hereto as Exhibit Q makes reference to the Mark.

158. Admit that the document attached hereto as Exhibit Q relates to use of the Mark by a person other than Registrant.

159. Admit that the document attached hereto as Exhibit Q relates to use of the Mark by Applicant.

160. Admit that the document attached hereto as Exhibit Q relates to use of the Mark in conjunction with Applicant's restaurant services.

161. Admit that the document attached hereto as Exhibit Q constitutes use by Applicant of the Mark to promote Applicant's restaurant services prior to June 15, 1998.

162. Admit that the document attached hereto as Exhibit Q constitutes use by Applicant of the Mark in interstate commerce to promote Applicant's restaurant services prior to June 15, 1998.

163. Admit that the document attached hereto as Exhibit Q constitutes use by Applicant of the Mark in commerce in every state throughout the United States to promote Applicant's restaurant services prior to June 15, 1998.

164. Admit that the document attached hereto as Exhibit R was published prior to June 15, 1998.

165. Admit that the document attached hereto as Exhibit R appears in the April 1998 edition of Town & Country.

166. Admit that Town & Country is a national publication.

167. Admit that Town & Country is sold in every state throughout the United States.

168. Admit that the document attached hereto as Exhibit R makes reference to the Mark.

169. Admit that the document attached hereto as Exhibit R relates to use of the Mark by a person other than Registrant.

170. Admit that the document attached hereto as Exhibit R relates to use of the Mark by Applicant.

171. Admit that the document attached hereto as Exhibit R relates to use of the Mark in conjunction with Applicant's restaurant services.

172. Admit that the document attached hereto as Exhibit R constitutes use by Applicant of the Mark to promote Applicant's restaurant services prior to June 15, 1998.

173. Admit that the document attached hereto as Exhibit R constitutes use by Applicant of the Mark in interstate commerce to promote Applicant's restaurant services prior to June 15, 1998.

174. Admit that the document attached hereto as Exhibit R constitutes use by Applicant of the Mark in commerce in every state throughout the United States to promote Applicant's restaurant services prior to June 15, 1998.

175. Admit that the document attached hereto as Exhibit S was published prior to June 15, 1998.

176. Admit that the document attached hereto as Exhibit S appears in the June 14, 1998 edition of The New York Times.

177. Admit that the document attached hereto as Exhibit S makes reference to the Mark.

178. Admit that the document attached hereto as Exhibit S relates to use of the Mark by a person other than Registrant.

179. Admit that the document attached hereto as Exhibit S relates to use of the Mark by Applicant.

180. Admit that the document attached hereto as Exhibit S relates to use of the Mark in conjunction with Applicant's restaurant services.

181. Admit that the document attached hereto as Exhibit S constitutes use by Applicant of the Mark to promote Applicant's restaurant services prior to June 15, 1998.

182. Admit that the document attached hereto as Exhibit S constitutes use by Applicant of the Mark in interstate commerce to promote Applicant's restaurant services prior to June 15, 1998.

183. Admit that the document attached hereto as Exhibit S constitutes use by Applicant of the Mark in commerce in every state throughout the United States to promote Applicant's restaurant services in interstate commerce prior to June 15, 1998.

184. Admit that Registrant's field of use of the Mark is limited to restaurant, catering and take out restaurant services.

185. Admit that in the document attached hereto as Exhibit T, Registrant represented to the United States Patent and Trademark Office that its field of use of the Mark is limited to restaurant, catering and take out restaurant services.

186. Admit that Registrant does not presently use the Mark in commerce in any State other than Massachusetts.

187. Admit that Registrant has not previously used the Mark in commerce in any State other than Massachusetts.

188. Admit that Registrant does not presently use the Mark in interstate commerce in any geographic location not within the Eastern Standard Time Zone.

189. Admit that Registrant has not previously used the Mark in interstate commerce in any geographic location not within the Eastern Standard Time Zone.

190. Admit that Registrant does not presently use the Mark in interstate commerce in any geographic location within the Mountain Standard Time Zone.

191. Admit that Registrant did not use the Mark in interstate commerce in any geographic location within the Mountain Standard Time Zone prior to June 15, 1998.

192. Admit that Registrant has not previously used the Mark in interstate commerce in any geographic location within the Mountain Standard Time Zone.

193. Admit that Registrant does not presently use the Mark in interstate commerce in any geographic location within the Pacific Standard Time Zone.

194. Admit that Registrant did not use the Mark in interstate commerce in any geographic location within the Pacific Standard Time Zone prior to June 15, 1998.

195. Admit that Registrant has not previously used the Mark in interstate commerce in any geographic location within the Pacific Standard Time Zone.

196. Admit that Registrant does not presently use the Mark in interstate commerce in any geographic location within the Alaska Standard Time Zone.

197. Admit that Registrant did not use the Mark in interstate commerce in any geographic location within the Alaska Standard Time Zone prior to June 15, 1998.

198. Admit that Registrant has not previously used the Mark in interstate commerce in any geographic location within the Alaska Standard Time Zone.

199. Admit that Registrant does not presently use the Mark in interstate commerce in any geographic location within the Hawaii-Aleutian Standard Time Zone.

200. Admit that Registrant did not use the Mark in interstate commerce in any geographic location within the Hawaii-Aleutian Standard Time Zone prior to June 15, 1998.

201. Admit that Registrant has not previously used the Mark in interstate commerce in any geographic location within the Hawaii-Aleutian Standard Time Zone.

202. Admit that Registrant does not presently use the Mark in interstate commerce in any geographic location within the Samoa Standard Time Zone.

203. Admit that Registrant did not use the Mark in interstate commerce in any geographic location within the Samoa Standard Time Zone prior to June 15, 1998.

204. Admit that Registrant has not previously used the Mark in interstate commerce in any geographic location within the Samoa Standard Time Zone.

205. Admit that Registrant does not presently use the Mark in interstate commerce in any geographic location within the Central Standard Time Zone.

206. Admit that Registrant did not use the Mark in interstate commerce in any geographic location within the Central Standard Time Zone prior to June 15, 1998.

207. Admit that Registrant has not previously used the Mark in interstate commerce in any geographic location within the Central Standard Time Zone.

208. Admit that Registrant does not presently use the Mark in interstate commerce in any geographic location within the Atlantic Standard Time Zone.

209. Admit that Registrant did not use the Mark in interstate commerce in any geographic location within the Atlantic Standard Time Zone prior to June 15, 1998.

210. Admit that Registrant has not previously used the Mark in interstate commerce in any geographic location within the Atlantic Standard Time Zone.

211. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Alabama.

212. Admit that Registrant did not use the Mark in interstate commerce in the State of Alabama prior to June 15, 1998.

213. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Alabama.

214. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Alaska.

215. Admit that Registrant did not use the Mark in interstate commerce in the State of Alaska prior to June 15, 1998.

216. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Alaska.

217. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Arizona.

218. Admit that Registrant did not use the Mark in interstate commerce in the State of Arizona prior to June 15, 1998.

219. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Arizona.

220. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Arkansas.

221. Admit that Registrant did not use the Mark in interstate commerce in the State of Arkansas prior to June 15, 1998.

222. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Arkansas.

223. Admit that Registrant does not presently use the Mark in interstate commerce in the State of California.

224. Admit that Registrant did not use the Mark in interstate commerce in the State of California prior to June 15, 1998.

225. Admit that Registrant has not previously used the Mark in interstate commerce in the State of California.

226. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Colorado.

227. Admit that Registrant did not use the Mark in interstate commerce in the State of Colorado prior to June 15, 1998.

228. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Colorado.

229. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Connecticut.

230. Admit that Registrant did not use the Mark in interstate commerce in the State of Connecticut prior to June 15, 1998.

231. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Connecticut.

232. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Delaware.

233. Admit that Registrant did not use the Mark in interstate commerce in the State of Delaware prior to June 15, 1998.

234. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Delaware.

235. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Florida.

236. Admit that Registrant did not use the Mark in interstate commerce in the State of Florida prior to June 15, 1998.

237. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Florida.

238. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Georgia.

239. Admit that Registrant did not use the Mark in interstate commerce in the State of Georgia prior to June 15, 1998.

240. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Georgia.

241. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Hawaii.

242. Admit that Registrant did not use the Mark in interstate commerce in the State of Hawaii prior to June 15, 1998.

243. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Hawaii.

244. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Idaho.

245. Admit that Registrant did not use the Mark in interstate commerce in the State of Idaho prior to June 15, 1998.

246. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Idaho.

247. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Illinois.

248. Admit that Registrant did not use the Mark in interstate commerce in the State of Illinois prior to June 15, 1998.

249. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Illinois.

250. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Indiana.

251. Admit that Registrant did not use the Mark in interstate commerce in the State of Indiana prior to June 15, 1998.

252. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Indiana.

253. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Iowa.

254. Admit that Registrant did not use the Mark in interstate commerce in the State of Iowa prior to June 15, 1998.

255. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Iowa.

256. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Kansas.

257. Admit that Registrant did not use the Mark in interstate commerce in the State of Kansas prior to June 15, 1998.

258. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Kansas.

259. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Kentucky.

260. Admit that Registrant did not use the Mark in interstate commerce in the State of Kentucky prior to June 15, 1998.

261. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Kentucky.

262. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Louisiana.

263. Admit that Registrant did not use the Mark in interstate commerce in the State of Louisiana prior to June 15, 1998.

264. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Louisiana.

265. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Maine.

266. Admit that Registrant did not use the Mark in interstate commerce in the State of Maine prior to June 15, 1998.

267. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Maine.

268. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Maryland.

269. Admit that Registrant did not use the Mark in interstate commerce in the State of Maryland prior to June 15, 1998.

270. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Maryland.

271. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Michigan.

272. Admit that Registrant did not use the Mark in interstate commerce in the State of Michigan prior to June 15, 1998.

273. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Michigan.

274. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Minnesota.

275. Admit that Registrant did not use the Mark in interstate commerce in the State of Minnesota prior to June 15, 1998.

276. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Minnesota.

277. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Mississippi.

278. Admit that Registrant did not use the Mark in interstate commerce in the State of Mississippi prior to June 15, 1998.

279. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Mississippi.

280. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Missouri.

281. Admit that Registrant did not use the Mark in interstate commerce in the State of Missouri prior to June 15, 1998.

282. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Missouri.

283. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Montana.

284. Admit that Registrant did not use the Mark in interstate commerce in the State of Montana prior to June 15, 1998.

285. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Montana.

286. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Nebraska.

287. Admit that Registrant did not use the Mark in interstate commerce in the State of Nebraska prior to June 15, 1998.

288. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Nebraska.

289. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Nevada.

290. Admit that Registrant did not use the Mark in interstate commerce in the State of Nevada prior to June 15, 1998.

291. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Nevada.

292. Admit that Registrant does not presently use the Mark in interstate commerce in the State of New Hampshire.

293. Admit that Registrant did not use the Mark in interstate commerce in the State of New Hampshire prior to June 15, 1998.

294. Admit that Registrant has not previously used the Mark in interstate commerce in the State of New Hampshire.

295. Admit that Registrant does not presently use the Mark in interstate commerce in the State of New Jersey.

296. Admit that Registrant did not use the Mark in interstate commerce in the State of New Jersey prior to June 15, 1998.

297. Admit that Registrant has not previously used the Mark in interstate commerce in the State of New Jersey.

298. Admit that Registrant does not presently use the Mark in interstate commerce in the State of New Mexico.

299. Admit that Registrant did not use the Mark in interstate commerce in the State of New Mexico prior to June 15, 1998.

300. Admit that Registrant has not previously used the Mark in interstate commerce in the State of New Mexico.

301. Admit that Registrant does not presently use the Mark in interstate commerce in the State of New York.

302. Admit that Registrant did not use the Mark in interstate commerce in the State of New York prior to June 15, 1998.

303. Admit that Registrant has not previously used the Mark in interstate commerce in the State of New York.

304. Admit that Registrant does not presently use the Mark in interstate commerce in the State of North Carolina.

305. Admit that Registrant did not use the Mark in interstate commerce in the State of North Carolina prior to June 15, 1998.

306. Admit that Registrant has not previously used the Mark in interstate commerce in the State of North Carolina.

307. Admit that Registrant does not presently use the Mark in interstate commerce in the State of North Dakota.

308. Admit that Registrant did not use the Mark in interstate commerce in the State of North Dakota prior to June 15, 1998.

309. Admit that Registrant has not previously used the Mark in interstate commerce in the State of North Dakota.

310. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Ohio.

311. Admit that Registrant did not use the Mark in interstate commerce in the State of Ohio prior to June 15, 1998.

312. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Ohio.

313. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Oklahoma.

314. Admit that Registrant did not use the Mark in interstate commerce in the State of Oklahoma prior to June 15, 1998.

315. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Oklahoma.

316. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Oregon.

317. Admit that Registrant did not use the Mark in interstate commerce in the State of Oregon prior to June 15, 1998.

318. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Oregon.

319. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Pennsylvania.

320. Admit that Registrant did not use the Mark in interstate commerce in the State of Pennsylvania prior to June 15, 1998.

321. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Pennsylvania.

322. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Rhode Island.

323. Admit that Registrant did not use the Mark in interstate commerce in the State of Rhode Island prior to June 15, 1998.

324. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Rhode Island.

325. Admit that Registrant does not presently use the Mark in interstate commerce in the State of South Carolina.

326. Admit that Registrant did not use the Mark in interstate commerce in the State of South Carolina prior to June 15, 1998.

327. Admit that Registrant has not previously used the Mark in interstate commerce in the State of South Carolina.

328. Admit that Registrant does not presently use the Mark in interstate commerce in the State of South Dakota.

329. Admit that Registrant did not use the Mark in interstate commerce in the State of South Dakota prior to June 15, 1998.

330. Admit that Registrant has not previously used the Mark in interstate commerce in the State of South Dakota.

331. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Tennessee.

332. Admit that Registrant did not use the Mark in interstate commerce in the State of Tennessee prior to June 15, 1998.

333. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Tennessee.

334. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Texas.

335. Admit that Registrant did not use the Mark in interstate commerce in the State of Texas prior to June 15, 1998.

336. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Texas.

337. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Utah.

338. Admit that Registrant did not use the Mark in interstate commerce in the State of Utah prior to June 15, 1998.

339. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Utah.

340. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Vermont.

341. Admit that Registrant did not use the Mark in interstate commerce in the State of Vermont prior to June 15, 1998.

342. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Vermont.

343. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Virginia.

344. Admit that Registrant did not use the Mark in interstate commerce in the State of Virginia prior to June 15, 1998.

345. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Virginia.

346. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Washington.

347. Admit that Registrant did not use the Mark in interstate commerce in the State of Washington prior to June 15, 1998.

348. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Washington.

349. Admit that Registrant does not presently use the Mark in interstate commerce in the State of West Virginia.

350. Admit that Registrant did not use the Mark in interstate commerce in the State of West Virginia prior to June 15, 1998.

351. Admit that Registrant has not previously used the Mark in interstate commerce in the State of West Virginia.

352. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Wisconsin.

353. Admit that Registrant did not use the Mark in interstate commerce in the State of Wisconsin prior to June 15, 1998.

354. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Wisconsin.

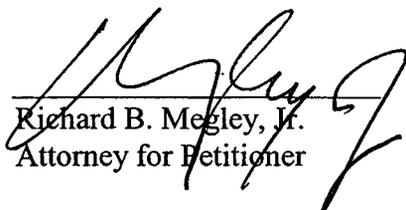
355. Admit that Registrant does not presently use the Mark in interstate commerce in the State of Wyoming.

356. Admit that Registrant did not use the Mark in interstate commerce in the State of Wyoming prior to June 15, 1998.

357. Admit that Registrant has not previously used the Mark in interstate commerce in the State of Wyoming.

Dated: 12/6/2005

Niro, Scavone, Haller & Niro  
181 West Madison Street - Suite 4600  
Chicago, Illinois 60602  
(312) 236-0733

By: 

Richard B. Megley, Jr.  
Attorney for Petitioner

# Exhibit A

ITU

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Trademark Application

Applicant: CAMPO DE FIORI L.L.C.

Serial No.: 75/312,127

Filed: June 20, 1997

Publication Date: September 15, 1998

Mark: CAMPO DE FIORI

New York, New York  
May 26, 1999

**STATEMENT OF USE  
UNDER 37 CFR 2.88 WITH DECLARATION**

Box ITU FEE  
Assistant Commissioner for  
Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3513



06-08-1999

U.S. Patent & TMO/TM Mail Rpt Dt #70

Sir:

Applicant requests registration of the above-identified mark in the United States Patent and Trademark Office on the Principal Register established by Act of July 5, 1946 (15 U.S.C. 1051 et. seq., as amended). Three (3) specimens showing the mark as used in commerce are submitted with this statement.

07/12/1999 BLATTNER 00600029 506361 75312127

01 FC:364 100.00 CH

Applicant is using the mark in commerce on or in connection with the following

services:

06/25/1999 SHOPPER 00600044 75312127

01 FC:363 100.00 OP

Those goods/services identified in the Notice of Allowance in this application.

- Date of first use of mark anywhere: June 15, 1998
- Date of first use in commerce which the U.S. Congress may regulate: June 15, 1998
- Specify type of commerce: Interstate commerce.
- Specify manner or mode of use of the mark on or in connection with the goods: By showing the mark on the restaurant's menus, business cards, and stationary.

# Exhibit B

PEOPLE

## Where the stars go to ring in '95

The stars are sparkling from the snowy mountains of Colorado to Miami's balmy beaches. Party town Aspen is upping its usual celebrity quotient as an avalanche of New Year's festivities approaches. Spotted so far: Goldie Hawn and steady guy Kurt Russell, Mel Gibson, Jack Nicholson and Fabio.

Reunited-and-it-feels-so-good Don Johnson and Melanie Griffin have been seen holding hands and looking lovey-dovey.

Hot Aspen eateries: Pifion, Chanin's, Renais-sance and a new spot, Campo de Fiori. Hot clubs include the Caribou Club and Ajax Tavern. Planet Hollywood is a sure bet for star watching.

New Year's celebrations in Aspen tend to be "mountain elegant," says local skin-doc-to-the-stars Stephen Mandy. What's that? "Jeans and thousand-dollar sportcoats."

Other celebs (Tom Cruise, Daryl Hannah) are hitting the slopes in lower-key Telluride, Colo. But not everyone is into snow scenes.

Hot spot for a tropical New Year's: Jamaica's Round Hill Hotel and Villas, near Montego Bay. Mike Nichols and Diane Sawyer just arrived; Harrison Ford and family just departed; Paul and Linda McCartney are due. Cost of a private beachfront villa in high season: \$5,000-\$9,000 per week.



REUNITED: Di stars by as Prince Charles kisses his grandmother at church on Christmas.

In hot Miami, Madonna has canceled her annual New Year's Eve bash at her mansion and will join forces with designer Gianni Versace for a party at his Casa Casuarina in South Beach. Elton John's on the guest list. Sly Stallone's been seen around town and should show up.

And how 'bout Chuck 'n' Dip? The estranged duo were chilly but polite at church Christmas Day, then went their separate ways.

By Elizabeth Sneed and Karla Price

# **Exhibit C**

## ASPEN

Ad of Skiing? • Aspen Types • A Spring Ritual

## Aspen's New Murality

While this town has never been known for its morals, its murals are worth noting, particularly the work of decorative painter James Johansen, which is tricking the eyes of diners at the cozy Italian restaurant Campo de Fiori. When owners Elizabeth and Luigi Giordani commissioned Johansen to paint the restaurant's walls — as well as the ceiling, floor, furniture, and even the salt and pepper shakers — they left the details of the artwork up to Johansen, and requested only that he use a warm gold tone as a background color. He chose to paint window scenes, *pictured right*, which give guests the illusion they're looking at the Italian countryside from inside a Tuscan café. "Those images just came from my head," says Johansen, who has never been to Italy.

Personal touches and private jokes are sprinkled throughout the murals, including a love letter in Italian from Luigi to Elizabeth and a fictional book by Scott Hopkins, the Farfalla bartender who introduced Johansen to the Giordanis. Jodi Lerner of Cache Cache, who supplied Johansen with encouragement and lots of caffeine during his month-long painting stint, is pictured on the side of a bowl of fruit.

This self-taught artist, who moved to Aspen from West Hampton, Long Island this fall, is currently at work on a series of canvases of two travelers, *pictured right*, the first of which will hang at Campo de Fiori. *Johansen welcomes commissioned projects. He can be reached at Campo de Fiori, 920-7717.*



# **Exhibit D**

Younger crowd display in Aspen Skier numbers plunge do

Weekend Edition

# THE ASPEN TIME

Vol. 116 • No. 18 • April 29 and 30, 1995 • 25 Cents



Dear Aspen Locals,  
 Thanks for a better season than we ever dreamed could be possible. Your support was everything!

Sincerely,  
 Elizabeth & Luigi Giordani

We'll continue to stay open for the off-season Monday-Saturday starting at 6 p.m.

CAMPO DI FIORI • 205 S. Mill • Mill Street Plaza • 920-7717

# **Exhibit E**

# ASPEN

SUMMER 1995 #3

MAGAZINE

## New Space in Old Rome



*The Giordanis of Campo*

More people than ever can see and be seen in Campo de Fiori on Mill Street, which recently added a full bar. And it's a good thing, as 30-minute waits are not uncommon in the restaurant *Esquire* magazine named one of the best new restaurants of 1995. (Perhaps more importantly, Campo has added a restroom, putting an end to the never popular Campo Dash through driving snow to the bathrooms upstairs.)

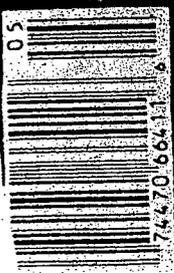
Walking into the restaurant, you feel as if you are stepping into old Rome. Owners Luigi Giordani and wife Elizabeth Plotke-Giordani created that authentic atmosphere when they opened Campo last year.

"We are a true Italian restaurant," says Giordani, who learned the business working in his uncle's restaurant in Rome.



*The new bar*

( a s u m m e r p r e v i e w )



STREET

**Exhibit F**

# 1995's BEST NEW RESTAURANTS

# EAGLE

THE MAGAZINE FOR MEN  
NOVEMBER 1995

## ASPEN

CAMPO DE FIORI IS A LITTLE love story. The moment Roman chef Luigi Giordano saw Elizabeth Plotke, he knew he must marry her, so he moved to the U.S., worked in various Italian restaurants, wed the girl, and moved to California, where, after a few years of connubial bliss, the couple decided to sell everything and travel the world. They got as far as Aspen. There they waited on tables for two years, pooled their resources, and found a tiny space in Mill Street Plaza, where they and some friends cobbled together one of the most charming Italian restaurants in a town

inundated by Cal-Ital pizzerias and grills. Campo de Fiori (named after Rome's loveliest market piazza) is a true family-style trattoria, cramped but convivial, with slender Italian waiters wedging their way through the maze of tables while balancing steaming plates of pasta. The aromas of roast quail and rosemary scent the mountain air, Elizabeth tries to find a seat for a British actor and his new girlfriend, and Luigi sticks his head out of the kitchen to see whether every one is happy. It's a good thing the cellulite-free crowd is so slim, or they'd never fit into

## Campo de Fiori

205 South Mill Street  
303-920-7717

Start off with an array of antipasti or a carpaccio of salmon, then order one of the hearty pastas—maybe rigatoni with sliced sausage and peppery tomato sauce—or risotto with porcini and truffle oil, then share a brace of those quail with polenta or the perfectly grilled seafood daubed with olive oil. Have some biscotti with a short, strong espresso, nurse a grappa, and you'll have sweet dreams of black diamonds and moguls and a girl you once loved in Rome.

# BOND WITHOUT GUILT

He still drinks a lot,  
drives too fast,  
shoots people,  
and sleeps around.  
Way to go, 007!

BY RICHARD RAYNER

Plus! A new, postmodern  
Bond adventure  
BY WILL SELF

\$3.00

08276



Pierce Brosnan,  
stirred, not shaken

LYNN  
DARLING  
Talking Dirty  
with Linda  
Fiorentino

JOHN  
TAYLOR  
Inside the  
Virtual Mind  
of Newt

CHIP  
BROWN  
Confessions  
of a Shoe  
Fetishist

# Exhibit G

# g e 2 t w o !

## ESQUIRE' DISHES UP GOOD NEWS

Everytime Colorado shows a little cosmo sophistication, we puff up and take it as proof that we're not a cowtown anymore. Well, saddle up, pard'. *Esquire* just named two Colorado eateries in a roster of the Best New Restaurants in America. **Mel's Bar and Grill** in Denver and **Campo de Fiori** in Aspen.

No Colorado restaurant led in this lustrous annual even the legendary **Rat**—the '80s. critic **John**



Janie Master

Mediterranean fish stew and braised lamb shanks. Also, owners **Janie** and **Melvyn Master** have created "an atmosphere in which women who enjoy dressing for lunch look and feel fabulous."

Says Melvyn: "It's nice Mariani would come to Denver to check out our restaurants. Colorado is so often overlooked by the national critics. Of course, we're all ecstatic, really thrilled. I guess it calls for a celebration."

And that's what Mel and Janie and the gang will do tonight at Mel's, when they host the **Heavenly Echoes Gospel Choir** and serve a Cajun feast. Yumbo gumbo!

### When you're dead

Yesterday I asked readers to call in with their personal lists of *Things To Do In Denver When You're Dead* — which happens to be the movie that closes the **Denver International Film Festival** Friday night. The response was, in a word, lame. What a bunch of deadbeats.

Here's a sampling of things to do in Denver when you're dead:

"Vote — if you're from Chicago," says **Don Penny**.

"Play for the Raiders," offers **Joe Tufts**.

"Go to Lookout Mountain and watch everybody go to work," shouts **Gimp Lindsay**.

The winner (a lucky stiff who gets two tix to the movie and closing night party!) is **Larry DeCicco** of Evergreen: "Go to Stapleton concourse D and wait for the next flight on People's Express," he says. "Then go through an inspection at Envirotest."

### Nelly

*InStyle* magazine this month looks at the world's great hotels — and the stars who stay there.

Aspen's **Little Nell** gets big points for providing cribs for **Maria Shriver**,

**Arnold Schwarzenegger**, **Steven Spielberg**, **Kate Capshaw**, **Cher**, **Melanie Griffith** (sans **Don Johnson**), **Barbra Streisand** and **Sean Connery**.

The mag reports that last Valentine's Day, **John Kennedy Jr.** sent the concierge searching for two dozen roses for his gal-pal.



JFK Jr.

### City lights

KCNC movie guy **Greg Moody** signs his book *Two*

*Wheels* at the Tattered Cover Cherry Creek 7:30 p.m. Monday . . . **James Harmon** plays the blues tonight at Brendan's Pub. . . **John Hickenlooper's** Wynkoop Brewing Co. has created **Prehistoric Allosaurus Ale** to toast the Museum of Natural History's \$7.7 million Prehistoric Journey exhibit, which opens to the public Saturday. . . **Naomi Judd's** in Denver Nov. 1 for the Gathering Place luncheon at the Hyatt DTC. Tix \$75-to-\$250. Call 654-9526. . . Sez who: "Send me your shoes so I can press them against my heart." **Goethe**

*Bill Husted is on "First News" from 4-5 p.m. Mondays and Thursdays on KCNC-Channel 4. E-mail adress is husted@denver-rmn.com*

Cherry Creek North's teddiots, gets kudos for being "a of recent American gas-iani goes for the roast cod,

**Exhibit H**

VIA SATELLITE

USA  
TODAY

Life

FRIDAY, OCTOBER 20, 1995

## New restaurants in the best of taste

By Cathy Hainer  
USA TODAY

The nation's best new restaurant in '95?

Montrio in Monterey, Calif., according to November's *Esquire* magazine.

"Chef Brian Whitmer's food sums up all the best things that California cuisine should be about — love of salads, pride in their wines, love for grilled foods — without any of the crazy eccentricities or silliness that California cuisine can be," says *Esquire* critic John Mariani, who picks the winners.

Others on the list:

► **California.** Fenix and La Cachette, both in Los Angeles; Scala's Bistro and Hawthorne Lane, both in San Francisco.

► **Colorado.** Campo de Fiori, Aspen; Mel's Bar and Grill,

Denver.

► **Florida.** Angelique, Boca Raton; Max's South Beach and Nemo, both in Miami; California Grill, Walt Disney World near Orlando.

► **Georgia.** Nava and Villa Christina, both in Atlanta.

► **Louisiana.** Graham's, New Orleans.

► **Massachusetts.** Ambrosia on Huntington and Rialto, both in Boston.

► **New York.** Verbena, Aja, and Lenox Room, all in New York City; Tony May's Hostaria, Port Chester.

► **Rhode Island.** Agora, Providence.

► **Tennessee.** Capitol Grille, Nashville.

► **Texas.** Daily Review Cafe, Houston.

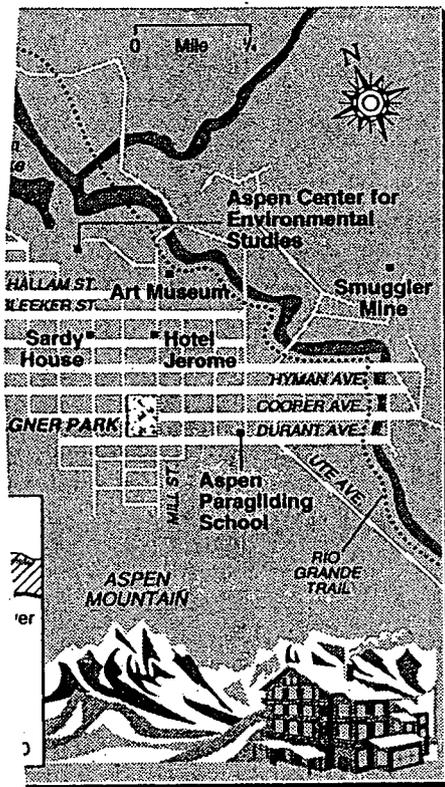
► **Washington, D.C.:** Providence.

# **Exhibit I**

# Travel

## WINTER IN THE SNOW

# A WORLD OF SKIING



The New York Times

re stored in 1985, is now rather more ed stately than it once was. Horses are in no longer ridden up to the bar, the t. dogs outside are apt to be on a leash, 14 and the characters inside may be 5, somewhat less colorful than in As- n pen's wilder days, but the space and s the libations are still generous. The n Jerome's 93 rooms start at \$160 until 3, Nov. 27, then \$245 until Dec. 18, and 3, \$375 in high season.

### Where to Eat

Poppies Bistro Cafe, 834 West Hallam Street, (970) 925-2333, offers classic bistro food as well as lobster quesadillas, shrimp remoulade, roasted antelope and a vegetarian platter in an elegant Victorian house. Dinner only; about \$150 for two, with wine.

Campo de Fiori, 205 South Mill Street, (970) 920-7717, is a tiny trattoria that is almost always crowded. It

offers a lightly seared ahi tuna served over arugula with lemon, polenta with four cheeses, mussels in a tomato-wine broth, warm wild mushrooms served over baby greens, pennette with vodka prosciutto and radicchio, and filet of beef with porcini. Dinner for two can range from \$70 to \$150 with wine.

Winter access to the Pine Creek Cookhouse, 11399 Castle Creek Road, (970) 925-1044, a tiny pine cabin, is by sleigh or by skis only, and you may reserve one or the other (pick them up at the Ashcroft ski touring headquarters, about a mile and a half away) when you reserve your table. Skis are \$15 a person and sleigh (dinner only) is \$30. The menu offers grilled quail salad over field greens, Nepalese spring rolls, Rocky Mountain trout and sautéed elk tenderloin with a portobello mushroom sauce. Lunch for two is about \$50 including skis, dinner with wine and sleigh about \$150.

The Ajax Tavern, 685 East Durant Avenue, (970) 920-9333, was brought to the bottom of Aspen Mountain by Cindy Pawlcyn, one of the owners of Tra Vigne and Mustards Grill in Napa, Calif. It has a terrace with a view of the slopes. The changing menu may offer for lunch grilled salmon or chicken sandwiches, polenta smothered with grilled roasted vegetables, strawberries served with black pepper and basil ice cream. For dinner there is lamb, and other entrees that change frequently. Lunch for two ranges from \$25 to \$40, dinner \$40 to \$75 or more with wine or beer.

The Howling Wolf, 316 East Hopkins, (970) 920-7771, a small coffeehouse cum nightclub in a Victorian house, attracts the arty crowd with its simplicity and its eclectic menu. For breakfast there may be Grand Marnier french toast, and huevos rancheros, for lunch a Caesar salad with a chipotle dressing and black bean croutons, or a peanut butter and honey and banana sandwich. For dinner there are mussels with linguine, fresh fish specials and portobello fajitas. The bar closes at 2 A.M. but the kitchen serves breakfast until 3 A.M. Breakfast and lunch, \$15 to \$25 for two, dinner for two, \$25 to \$75.

# **Exhibit J**

**TRAVEL:** JAMES SALTER

# The Dos and Don'ts of Aspen

**Y**EARS AGO, when I first knew her, she was a good-looking kid in faded jeans with a big heart.

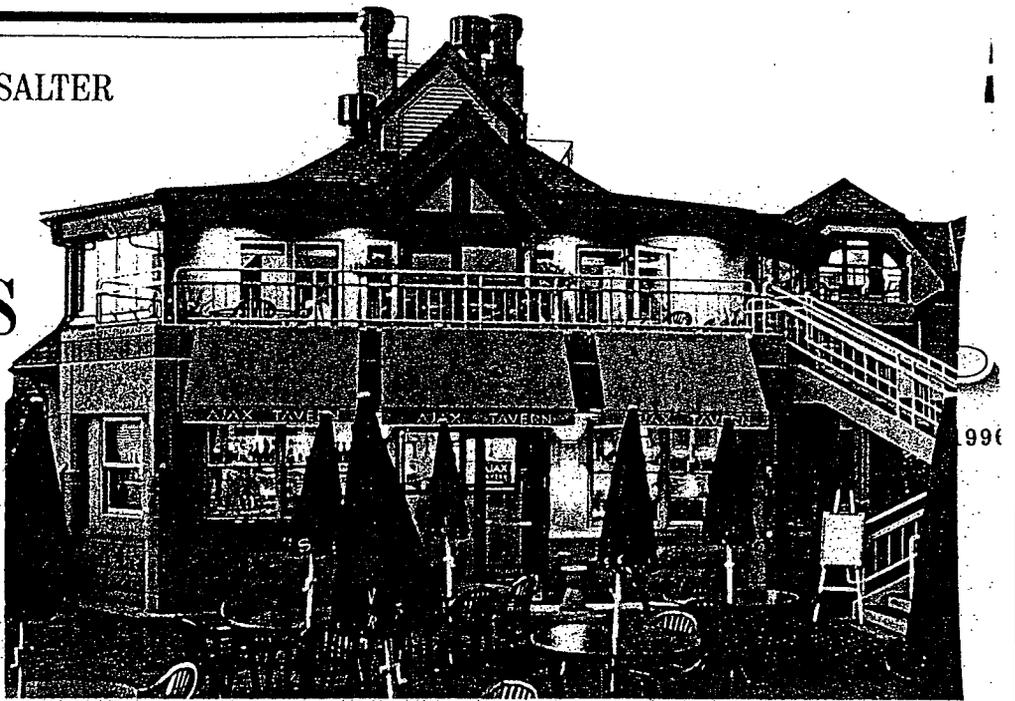
Somewhere along the way, things changed. It's still the same girl—but now wearing ostrich cowboy boots and a gorgeous fur coat to the knees.

Aspen, of course. The town had dirt streets when I first came, the Hotel Jerome charged \$20 a night, and there was a grocery store in the former opera house. The only bar was the Jerome Bar, and if the snow was good, you could ski right down to it.



**The cold side:** At a trail hut.

Nowadays, I don't know where the bar is—the Ajax Tavern, perhaps, or at Mezzaluna or at the Cantina on Main Street, all of them roaring in late afternoon. The celebrities and millionaires have put their stamp on things, but Aspen still seems



**The hot side of town:** These days, it might be at the Ajax Tavern, right at the gondola.

to belong to whoever comes there. It's neither plastic nor haughty, even though the police drive Saabs.

I would suggest you: **1. Stay in close.** I like the Hotel Lenado—small, only nineteen rooms, a few steps from everything, a pleasure to look at and be in. Best rooms are 15A and 18, with balconies and wood-burning stoves. Rates run around

\$300 a night, but this is midscale for Aspen. At the top end, I'd pick the Little Nell—right at the foot of the mountain, much larger, with shops, wonderful food, service, crowded bar. Rates are \$400 to \$500. (I told

you it was fur coats and ostrich boots.)

**2. Eat well.** After a day of skiing and a hot bath, I would like best to go to Campo de Fiori—lively, crowded, and welcoming—or Kenichi for sushi and unforgettable crab cakes. Best to reserve well in advance.

**3. Ski or snowboard to your heart's content.** I like Green Cabin, the wonderful, long intermediate run at Snowmass. Scott Nichols, head of the ski-racing program, says Steeplechase, at Aspen Highlands, is his favorite. It's a double black diamond but gets the best powder.

**4. Leave the lifts.** Some of the finest skiing is cross-country, up Hunter Creek or on Government Trail between Aspen and Snowmass. Best of all is the back-country chain of cabins for overnight stays. They are spaced along a circuit of three hundred miles between Aspen, Leadville, and Vail. This is serious business, best for those who can read a map—the trail is not always well marked—and you should carry a pack containing food, outdoor gear, and a sleeping bag. The huts accommodate sixteen sleeping on wooden shelves, and the sleeping bags are for that and also for the unforeseeable night out if you don't find the hut. All this for \$22 per person per

night. Guides available. Firewood supplied. Call 10th Mountain Division Hut Association for reservations and details at 970-925-5775.

**5. Relax.** You may not need a health club, but the best and most uncrowded is at the Aspen Meadows in the west end of town. Weight machines, gyms, massage rooms, a heated pool, and a wonderful outdoor Jacuzzi, in which one can soak and gaze at the mountains through the snow falling at dusk (perfect for two).

I would try to avoid:

- 1. People with cellular phones.** In the gondola or on a chairlift. Danger of being nauseated.
- 2. Parties with a guest-list checker at the door.**
- 3. Anyone with a bodyguard.** Some potentates even ski with them.
- 4. Christmas and New Year's.** Unless you have absolutely everything lined up.
- 5. Reading the real estate ads.** Will spoil your fun. It's better to rent.

# **Exhibit K**

# EVER WANT TO KILL YOUR SHRINK?

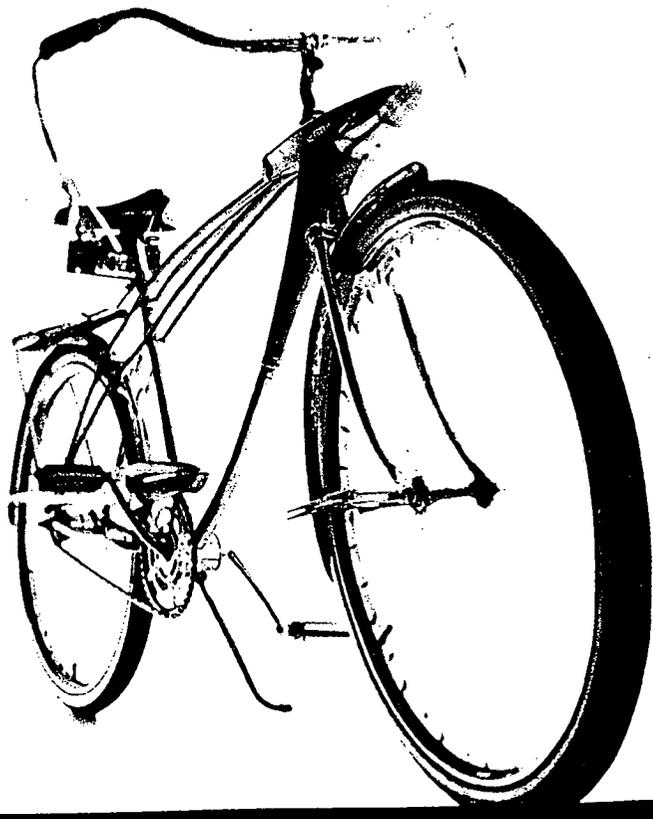
Fregosi, Blowing Smoke - Jersey Dining - The Bad Boys of 17th & Pine

# Philadelphia



# BARGAINS!

How to Save Hundreds on Thousands of Things



MARCH 1996 \$2.95



is always available.

#### FAVORITE RESTAURANTS

ASPEN: Changes by the season. Right now it's Campo de Fiori, Kenichi and Piñons (in that order). Also: Fartalla, for nonathletic action: Chanin's, Aspen's version of the Palm (as redundant as that sounds); Renaissance. On the mountain, Bonnie's (which you must ski to, and where Donald Trump's marriage famously broke up) is still big, but LaBaita on Ruthie's Run is even bigger right now. Linen napkins and fine Italian on the deck, and you can get there on the 1A chairlift.

PALM BEACH: New guard: Amici, the new place opened by Howard Gittis and Sidney Kimmel; Bice; Ta-boo, Cafe L'Europe. Old guard: Renato's, Casablanca, Chez Jean-Pierre. For casual, Chuck and Harold's and Charley's Crab.

#### MOST EXPENSIVE PIECE OF REAL ESTATE ON THE MARKET

ASPEN: Movie producer Ted Fields' place. Asking: \$16.5 million (\$2.95 mil more for the adjacent guest house).

PALM BEACH: Montsorrel, the estate owned by '80s raider Nelson Peltz: \$75 million.

#### LOCAL HERO

ASPEN: Former Philadelphian Dick Butera, who built the Aspen Club (the sports complex) and the Aspen Club Lodge, and until recently owned a piece of the Hotel Jerome. Currently pouring lots of money into the Aspen Club to make it a world-class spa. Owns fab house on the pond filled with art and sculpture; recently divorced and is now Very Single.

PALM BEACH: Whoever buys Montsorrel.

#### COUP

ASPEN: Wrangling a one-week membership at the Caribou Club for \$500.

PALM BEACH: Getting "tennis time" at the Palm Beach Polo Club.

#### HOW TO SPOT A FIRST-TIMER

ASPEN: Wearing brand-new pair of faux fur boots, calls the Little Nell "the Little Nell."

PALM BEACH: Actually shops on Worth Avenue.

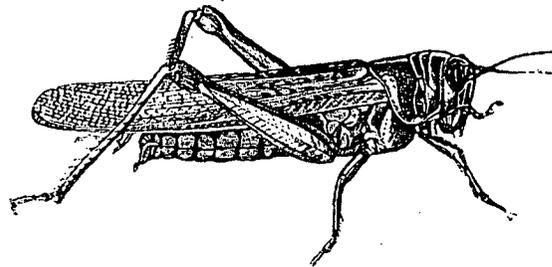
#### CLUBS TO BELONG TO

PALM BEACH: If Jewish, the Palm Beach Country Club. If Gentile, the Everglades and Bath and Tennis. Plus hundreds more, all of which divvy up as so. For eating, you must belong to Club Colette. There is even an Ice Cream Club. ("Not just anybody can get ice cream," says one Palm Beacher.)

ASPEN: Caribou Club and Hair Club for Men.

#### Plague of Locusts

Once every 17 years



## DENTISTRY WHILE YOU SLEEP® WILL PUT YOUR FEARS TO REST.

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Now that's something to smile about!"

Brian Moscow & Associates specialize in the pain-free treatment of dental phobics through general anesthesia and relaxing I.V. sedation. In just one visit, all your dental needs will be taken care of in total comfort... while you sleep through it all!

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**BRIAN MOSCOW & ASSOCIATES, P.C.**

D.M.D. F.A.D.S.A.

A CENTER OF EXCELLENCE FOR THE CARE AND TREATMENT OF DENTAL PHOBICS

For more information and a free booklet on Dental Phobia, call

**610-642-0336**

300 E. Lancaster Avenue, Wyndewood, PA 19096



# **Exhibit L**

Friday

# THE ASPEN TIMES

Vol. 9 • No. 105 • May 24, 1996 • Free

Campo Fiori



Ristorante

Aspen

Dear Aspen Locals,  
This off-season has been one of the best times ever in the restaurant. We have been full of friends and familiar faces. Your support means everything.

Thanks again, Elizabeth & Luigi Giordani  
Starting this weekend, we will be open 7 days a week.  
Come check out the new patio. It will be great!

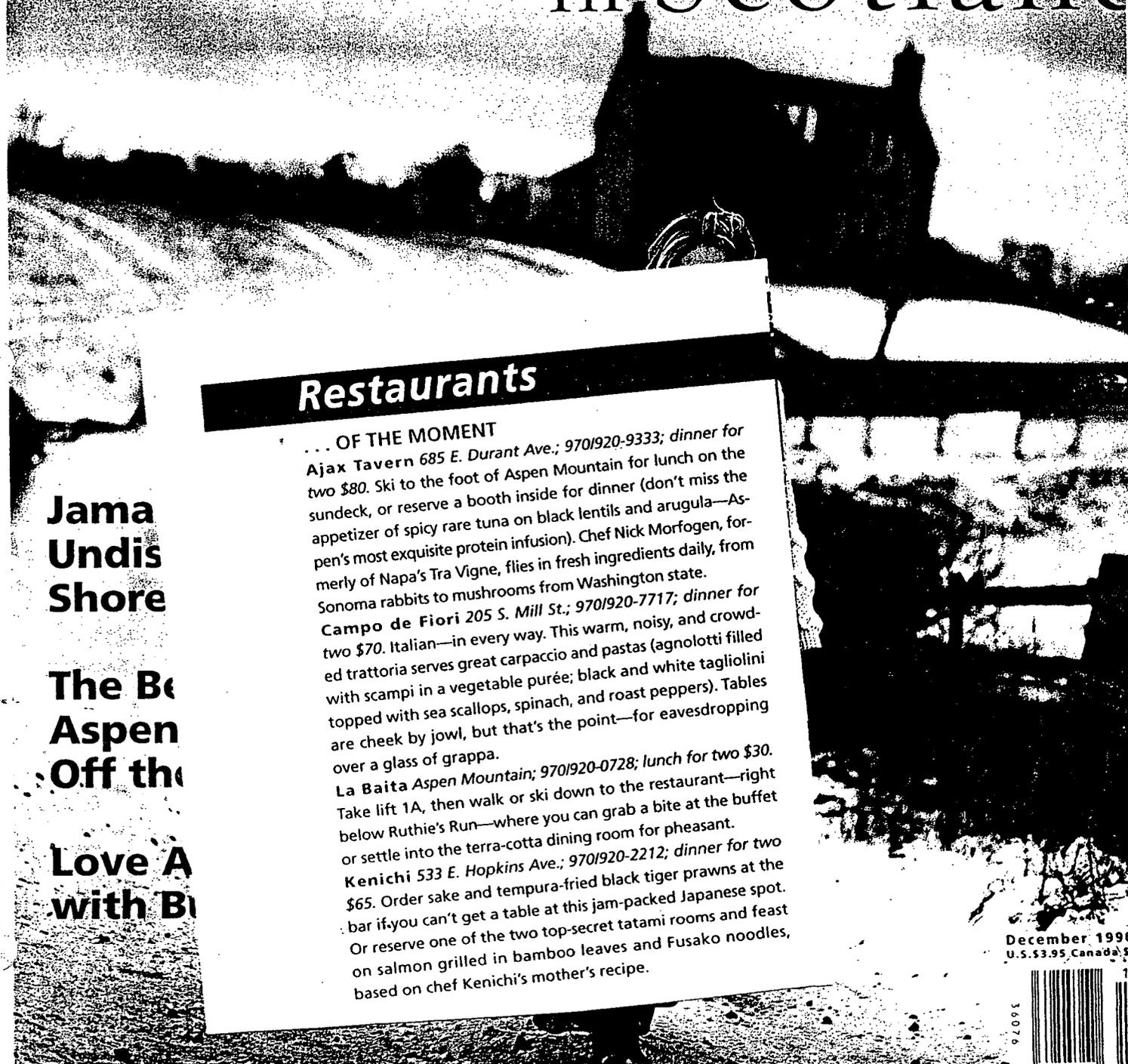
CAMPO DE FIORI • 205 S. Mill Street Plaza • 920-7717

# **Exhibit M**

SPECIAL REPORT: WHERE TO GO NEXT

# TRAVELER'S GUIDE TO LEISURE a country holiday in Scotland

AVI  
LEISURE  
JAMAICA  
ASP  
BUENOS AIRES  
ES  
DEC  
BER  
1996



## Restaurants

### ... OF THE MOMENT

**Ajax Tavern** 685 E. Durant Ave.; 970/920-9333; dinner for two \$80. Ski to the foot of Aspen Mountain for lunch on the sundeck, or reserve a booth inside for dinner (don't miss the appetizer of spicy rare tuna on black lentils and arugula—Aspen's most exquisite protein infusion). Chef Nick Morfogen, formerly of Napa's Tra Vigne, flies in fresh ingredients daily, from Sonoma rabbits to mushrooms from Washington state.

**Campo de Fiori** 205 S. Mill St.; 970/920-7717; dinner for two \$70. Italian—in every way. This warm, noisy, and crowded trattoria serves great carpaccio and pastas (agnolotti filled with scampi in a vegetable purée; black and white tagliolini topped with sea scallops, spinach, and roast peppers). Tables are cheek by jowl, but that's the point—for eavesdropping over a glass of grappa.

**La Baita Aspen Mountain**; 970/920-0728; lunch for two \$30. Take lift 1A, then walk or ski down to the restaurant—right below Ruthie's Run—where you can grab a bite at the buffet or settle into the terra-cotta dining room for pheasant.

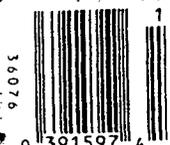
**Kenichi** 533 E. Hopkins Ave.; 970/920-2212; dinner for two \$65. Order sake and tempura-fried black tiger prawns at the bar if you can't get a table at this jam-packed Japanese spot. Or reserve one of the two top-secret tatami rooms and feast on salmon grilled in bamboo leaves and Fusako noodles, based on chef Kenichi's mother's recipe.

**Jama  
Undis  
Shore**

**The Be  
Aspen  
Off the**

**Love A  
with B**

December 1996  
U.S. \$3.95, Canada \$



# **Exhibit N**

ENTERTAINMENT WEEKLY

JANUARY \$2.50

# OUR BRAZEN SEX QUESTIONS!

## 19 SIGNS HE LOVES YOU—OR DOESN'T

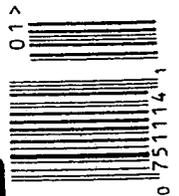
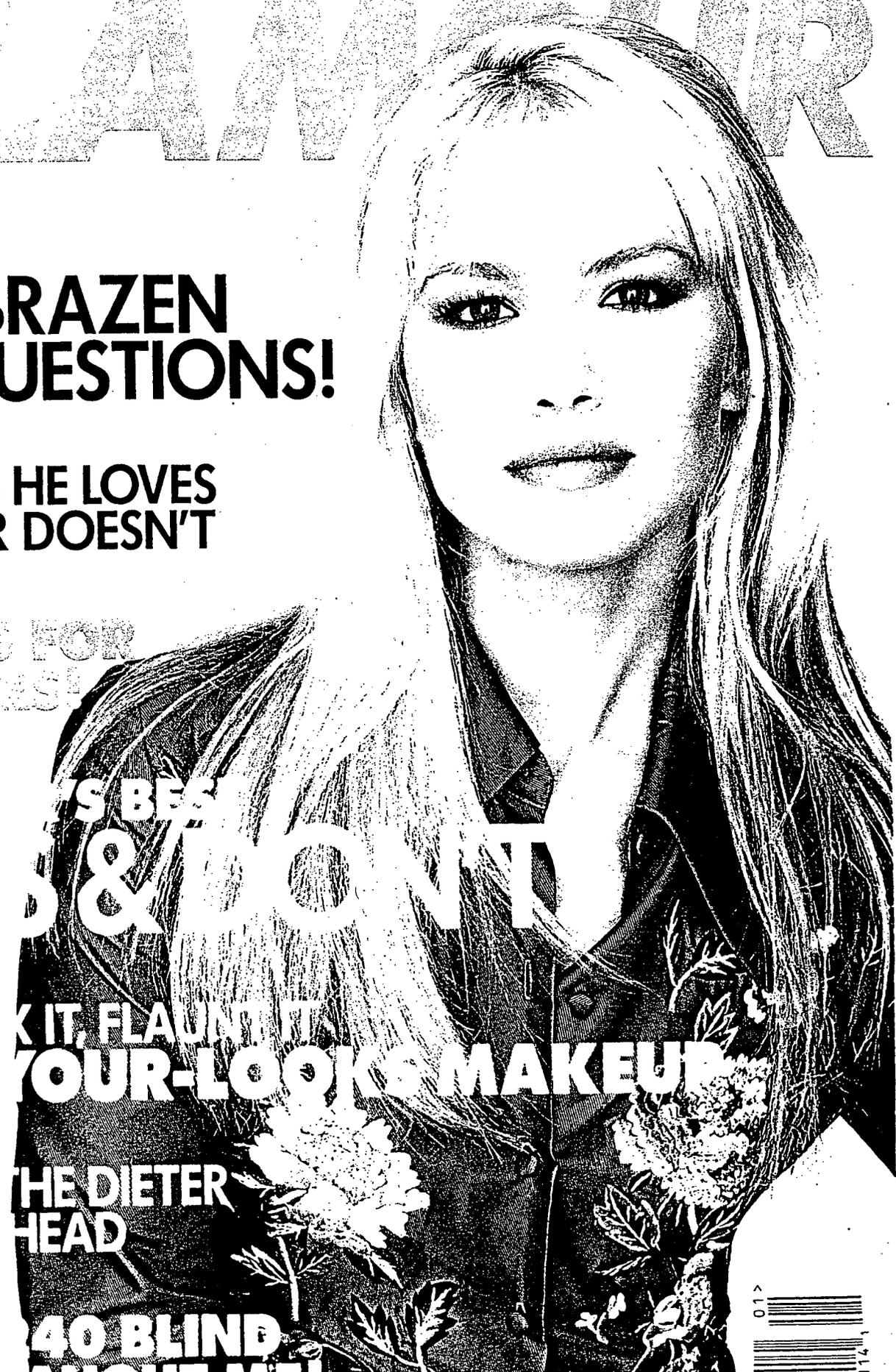
FITNESS FOR  
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### IS BEST & HOW TO

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### 40 BLIND AUGHT ME!



37123

BY GILLAM  
AND ELLEN BRESLAU

# The best places to go, the best things to do in 1997

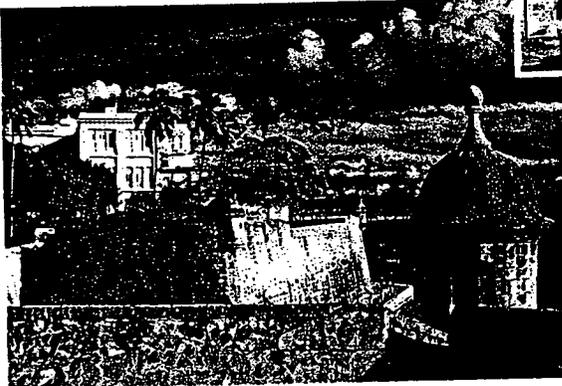


## January—PUERTO RICO

Start the year with a fun weekend in Puerto Rico's sunny clime. This American island with a Spanish personality not only has gorgeous beaches and a gazillion swaying palms, it also has the cosmopolitan pleasures of the city of San Juan. During the day you can swim at Condado Beach, sightsee in the Spanish Colonial quarter called Old San Juan and shop in the Cole-Haan outlet store. At night there are restaurants like Amadeus and Ajili Mojili to enjoy. And still later you can have drinks at Violetta's, play blackjack in 21 casinos or dance in the hip club Egypt. The Crowne Plaza makes it all affordable with rates of \$199 double for luxurious ocean-view rooms.

## February—ASPEN, COLORADO

Small wonder that celebrities flock to Aspen in winter. This is a resort that has it all: a spectacular setting, Victorian houses, posh boutiques, great restaurants and four ski mountains. What's more, the first annual Women First Festival, from February 7 to 9, helps women discover the fun and freedom of the mountains with women-only ski clinics and fashion shows. If you don't ski, there are other sports options: skating, snowmobiling, dogsledding and taking a sleigh ride. Among Aspen's affordable restaurants are the French bistro Cache Cache and the Italian trattoria Campo de Fiori. Affordable packages, which start at \$508\* for five nights hotel and four days of lift tickets, are available by calling (888) 452-2409.



## —HONG KONG

It's not quite your last chance to see Hong Kong, but when the Union Jack is lowered on June 30, 155 years of British rule will end and the territory will revert to China. Though a huge rush of tourists to this bustling, cosmopolitan city has driven hotel prices to astronomical levels, Pacific Bestour Inc. is offering a reasonably priced one-week package until March 30. For \$1,108\* from Los Angeles and \$1,208\* from New York City, it includes airfare on Cathay Pacific, airport transfers, hotel and sightseeing. After you've crossed the famous harbor on the Star Ferry and made the requisite trip to the bargain-filled Stanley Market, have a drink with a view at Felix atop the Peninsula Hotel. The trendiest restaurants are in Lan Kwai Fong; Try the Noodle Bar for Chinese food, Café des Artistes for Provençal and Tutto Meglio for Florentine.

## —SAVANNAH, GEORGIA

Horse-drawn carriages and historic squares full of Colonial and Federal hous-

Clockwise from top: Sunset is the time for a romantic walk on Couples' beach; the Alps accent Innsbruck's charm; 450-year-old city walls surround Old San Juan.

es are perennial enticements in this Southern charmer. But Savannah is even more astounding in April, when zil-

lions of azaleas and dogwoods burst into bloom. It's also a good time to see the city's loveliest homes, during the Tour of Homes and Gardens from April 3 to 6. After you've seen Savannah's gracious side, take "the book" tour of locations made famous by the best-selling *Midnight in the Garden of Good and Evil*. Stay at the beautifully restored 1896 Foley House Inn, where doubles with breakfast and afternoon wine and tea start at \$95. Then savor old-style Southern food at Mrs. Wilkes and Georgia's best crab cakes at the North Beach Grill on nearby Tybee Island.

## May—MILL VALLEY, CALIFORNIA

It's a pleasant surprise to stumble onto this cozy haven 12 miles north of San Francisco, past ocean views and through shaded greenery. Resting at the foot of Mount Tamalpais, the town revolves around Lytton Square and is filled with coffeehouses (the Coffee Roastery and Peet's), clothing shops (the original Banana Republic resides here) and restaurants (the Sunnyside

\* PRICES ARE PER PERSON, DOUBLE OCCUPANCY.

# Exhibit O

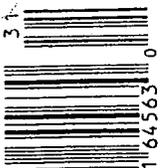
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# Wine Spectator

## The California Chardonnay Issue

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SPANISH CHEESE  
AND MUCH MORE



# Rocky Mountain High

Aspen's favorite trattoria, Campo de Fiori, puts stars in the seats and delicious casual eating on the table

By John Mariani

Small can be very beautiful, as the charming trattoria named Campo de Fiori in Aspen illustrates. In fact, even being a bit cramped can have its appeal, especially if you find yourself at a table just inches from Jack Nicholson, Elle Macpherson, Goldie Hawn, Jon Bon Jovi, Ringo Starr and the rest of the celebs who jam this place every night during the ski season.

Indeed, the restaurant's modest size is balanced by the immensity of its good spirits. In summer, things may be a bit less hectic, but with just 60 seats Campo de Fiori is still one of the town's tough tickets to get on short notice. A good workout on skis or a mountain bike should keep you slim enough to navigate among the tables and the waiters who pirouette through the dining room with amazing grace.

In winter, when the outside air is perfumed with the aroma of burning aspen logs, the interior of Campo de Fiori—named after Rome's loveliest old market piazza—smells of roasting chickens and lamb, or garlic and rosemary.

The bustle is infectious: You meet people at the bar over negronis, the person at the next table asks what you're eating and owner Elizabeth Giordano is greeting the majority of her guests with kisses on both cheeks. Back in the kitchen her husband, Luigi, is cooking

like mad, turning out not just the best Italian food in Aspen but some of the most authentic in the United States.

This is simply good cooking, not grand cuisine, and it's married to a well-chosen wine list that is about equally balanced with Italian and "internazionali" selections.

Aspen's gastronomic reputation has soared in the past few years. From first-rate sushi bars like Kenichi and Takah to dining rooms at first-class hotels like The Little Nell, Aspen's restaurants can rank with the best in the country. Also, three venues in Aspen have received Wine

Spectator awards for their wine lists.

But the Italian restaurants have tended to be trendy L.A. reproductions, like Mezzaluna and Farfalle. Campo, while neither grandiose nor cutting-edge, has filled a niche for the kind of small, family-owned trattoria you'd easily find dotting the slopes of Cortina or Capri, but not until now in the Rockies. And there's even a little love story to go with it.

When Luigi Giordano was 15 years old, he worked after school at his uncle's restaurant in Rome; he went on to study at the city's finest culinary school, the Istituto di Alberghiero. Then, in one of those dramatic moments that have filled Italian romances since Dante fell in love with Beatrice, Luigi went on a vacation in the United States and within two days met the woman of his dreams—a University of Michigan student named Elizabeth Plotke.

"We met at a Halloween party," remembers Elizabeth, "and at first I thought he was almost too cute. But he pursued me for over a year. Spent everything he had on phone calls and plane tickets. Finally, I just gave in."

The two were married, worked in various restaurants together, then moved to California, where Elizabeth took a job as a buyer for a pharmaceuticals company and Luigi worked as a chef for Prego Ristorante. Then, with the passionate abandon that is common to 23-year-olds,



**Campo de Fiori**

Address 205 S. Mill St., Aspen, Colo. 81611  
Telephone (970) 920-7717 Open Dinner only,  
daily, 5:30 p.m. to midnight Cost Entrées \$10 to \$26  
Credit cards Visa, Mastercard, American Express  
Other information No smoking; reservations  
recommended

they decided to chuck it all and see the world on a motorcycle—first stop: Aspen.

Well, you've probably already figured out what happened. They ran out of cash, waited tables, pooled a tiny bit of money and rented a tiny L-shaped space in the Mill Street Plaza. Elizabeth and her sister built the furniture. Luigi crafted the kitchen and the bar. Friends helped pour the concrete and artist James Johansen painted the entire restaurant from floor to ceiling with fantasy scenes in which personal motifs, like a man reading a love letter Elizabeth once sent to Luigi, appear throughout.

With not a penny left in the bank, they opened Campo in October 1994. From the first night, there hasn't been an empty table. "We wanted to open very low-key," says Luigi, "but the night we unlocked the door there was a line, and the locals sent us 20 bouquets of flowers."

The warm reception was based on a following the Giordanos had built up as waiters at the nearby Farfalle, but it is Luigi's cooking and Elizabeth's affability that have kept Campo going and going.

"I made food of the kind I grew up eating," Luigi explains, "and we wanted to build a really friendly relationship with our customers. I was delighted we had so many people who told us the food really tasted like the best they'd had in Italy, and we only made a few minor adjustments for the rest, like not cooking the risotto quite so *al dente*."

Luigi's cooking is true to the trattoria spirit. Aromatics are used to give flavor and bouquet to roasts and grilled items. Sauces are kept to a minimum to bring out the taste and texture of the pastas. Mozzarella is served slightly warm, as in Italy, and the ingredients are first-rate.

His potato gnocchi taste like potato. The grilled calamari on polenta exude the flavors of the sea and sweet corn, given saline counterpoint by a touch of marinara and black olives. Risotto comes out perfectly *al onda*, that is, creamy and wavy, and is glossed with a little white

truffle oil and sautéed porcini. Spaghetti *con sarde* ("with sardines") has the authoritative bite of fresh sardines sautéed in garlic and oil, enhanced with bitter-salty *broccoli di rabe*. The ragu of veal and beef is perfect, neither too meaty nor too overburdened by tomato.

In the main dishes Campo stays simply within the trattoria traditions. The *bistecca alla fiorentina* is fabulous, seasoned just right with salt and pepper, and cooked the right way—rare. It doesn't really need the reduction of Barolo, but the sauce does mingle beautifully with the blood of the beef.

The kitchen turns out a superlative



Antipasto de Campo, Campo de Fiori's special mixed-appetizer platter.

"The night we unlocked the door there was a line, and ... bouquets of flowers."

—LUIGI GIORDANO, CHEF-OWNER, CAMPO DE FIORI

grilled breast of pheasant with lingonberries, and the *pollo alla diavola*—baby chicken brushed with herbs and olive oil and grilled until it gets a slight char and smokiness—is as delicious as any I've had in Italy. Luigi's childhood memories come alive in the *saltimbocca alla romana*, and the fresh grilled fish of the day is simple cooking at its very best.

With these wonderful flavors you can enjoy a carefully chosen array of Italian wines. Along with manager-partner Sergio Acampora, the Giordanos have worked hard to build their list, which could be the envy of many larger Italian restaurants.

"When we opened, we had to use wines from our own collection at home," laughs Elizabeth, "because we were on such a

shoestring budget. And wines are so expensive to get in Colorado, whose laws won't allow us to buy from out of state—not even at auction. But we've put a lot of time, effort and profits into our wine list so that it shows well with Luigi's food."

The list has grown rapidly since its meager inception and now features unusual whites like Cornarea Roero Arneis '93, Colle dei Bardellini Vermentino U Munte '94 and Francesco Pecorari's Sauvignon Piccol '94, along with reds like Tignanello and Solaia, as well as several examples of Angelo Gaja's vineyard-designated wines. "We have customers who drink nothing but Gaja,"

says Luigi, "and recently we had some people in from Chicago who only drank magnums and double magnums of Tignanello." Markups are about twice retail, with some rare bottles reaching two and a half times the store price.

Although about 85 percent of Campo's customers choose Italian bottlings over the "internazionali," the list also features a New Zealand wine, Kumeu River Chardonnay 1994, and is pretty solid in California wines, including Caymus Cabernet '93 and three vintages of Niebaum-Coppola Rubicon. "My dream," says Luigi, "is to go to Italy this fall and find some great little vineyards to introduce to my customers. I love

the Pinot Blancs from Alto Adige."

Desserts still need some work at Campo, though they don't differ much from the usual dolci you'd find at the trattorias in Rome. There's a good pear poached in spiced red wine, and you won't go wrong with the Armagnac parfait with candied chestnuts.

When the dinner's done, after you've shared the tagliatelle with your friends and finished off the sweet espresso, you'll find the evening didn't cost you a bundle, and you'll be sorry you have to leave so early. □

John Mariani regularly reviews restaurants for Wine Spectator and writes frequently on dining and food for Esquire, Food Arts and other publications.

# Exhibit P

# Vail Daily

"I doubt we're perfect, but it's getting close."  
 — Pete Michaelson  
 district attorney  
 (See page 3)

Vail Daily Wednesday, August 13, 1997—Page 27

NEWSROOM 9-0555  
 Vail Daily on the Internet:  
<http://vaildaily.com>

## The Italians are real at Vail's Campo de Fiori

Everyone loves Italian food, and they're all going to Campo de Fiori.

Located in the Vail Village, in the space formerly occupied by Ambrosia restaurant, Campo de Fiori is a new Italian trattoria and is one of the hottest dining tickets in town.

The food at Campo de Fiori is authentic Italian, as pure as extra virgin olive oil and as vibrant as prosciutto and pesto.

But don't take my word for it. Ask the kitchen staff. Just don't expect an answer in clear English. Every chef, line cook and pasta maker is from Italy, and the accents are as genuine as the Ravioli all'Odore di Fungi, a delicious plate of homemade ravioli filled with porcini mushrooms and ricotta cheese.

The menu features a wide assortment of Italian fare, everything from Saltimbocca alla Romana to a simple seafood salad with lightly grilled calamari, shrimp and scallops tossed in a perfectly seasoned dressing of olive oil, garlic and balsamic.

Chef Ciro Abolio, from Naples, and manager Silvia Revello, from Portofino, explained that the menu

"There are 21 different regions of Italy," said Revello, "and we have food from nearly all of them."

From the moment you walk into Campo, with its color-washed walls, whimsical murals and romantic frescoes, it becomes instantly obvious that this is a restaurant of passion and flair.

"We spent two years looking for the right space in Vail to open this restaurant," said owner Elizabeth Giordano.

She and her husband, Luigi, then spent three months remodeling.

Elizabeth built all the tables by hand, Luigi crafted the kitchen and bar while various friends and artists helped paint and radically transform the tired space into a lively new restaurant.

Campo de Fiori is named after an open-air market in Rome and translates to "Field of Flowers." It's also the name of a fabulously successful Italian restaurant in Aspen, opened three years ago by a young couple named Luigi and Elizabeth Giordano.

It's a romantic tale of love, guts and glory, and it bears repeating. Young Luigi, an aspiring chef from Rome, travels to the United States and falls madly in love as Italians



**Pete Brill**  
 Wining in Vail

are known to do, with a college student named Elizabeth Plotke.

They marry and move to California where Luigi works as a chef for Prego Ristorante.

Then, recalls Elizabeth, "we decided to sell everything we had and move to Italy. On our way we stopped in Aspen... and there we found our mountain paradise and decided to stay."

After saving their tips from two years of waiting tables in Aspen, the Giordanos opened their own restaurant in a tiny space on Mill Street Plaza.

It was an instant success and a favorite hang out for Aspen's celebrities.

The food critics raved about Luigi's superlative Italian cuisine, and Elizabeth enchanted the her patrons with sincere charm.

And now they've taken this formula to Vail. And so far, the results are the same.

Elizabeth runs the Vail restaurant, for now, while Luigi directs the action in both kitchens. It's a little difficult admits Elizabeth, but she bubbles with enthusiasm and confidence that the new Vail location will work out.

I recently dined at Campo, and found the experience thoroughly refreshing.

The dining room is loud and full of energy, the service is warm and friendly, and the food is very Italian.

"This is just the kind of restaurant that Vail needed", said the gentleman at the table next to mine, as he eyed my overflowing plate of antipasta.

Indeed, Campo de Fiori breaks

the bounds of the standard "casual elegance" of most restaurants in the Valley.

Prices at Campo are fair and reasonable. Appetizers range from \$7 to \$12, pastas start at \$10.50 and go to \$14, while entrees sell from \$17 to \$25.

The pasta and risotto dishes are the best values. I particularly enjoyed the risotti al nero di seppia; black risotto with scallops, roasted red peppers and spinach, sauteed with wine and garlic.

The penne alla vodka was also intriguing- a flambe of prosciutto and radicchio with vodka and a light sauce.

The wine list at Campo is properly slanted toward the wines of the boot country. There are roughly 85 different selections, with a full page devoted to the trendy "super Tuscans." There's also a nice selection of top quality Chiantis, and Sangiovese blends, which is what I had.

Of course no Italian meal is complete without an espresso and dolce, which for me was the perfect way to end a memorable evening at Campo de Fiori.

Campo is opened daily for dinner, are reservations are strongly recommended; call 476-8994.

# Exhibit Q

# USA TODAY<sup>®</sup>

NO. 1 IN THE USA... FIRST IN DAILY READERS

USA TODAY LIFE BONUS SECTION

# Winter Travel

FRIDAY, NOVEMBER 7, 1997

rushing to fine-tune menus for a dining season that's about to take off.

Nowhere will the boom be felt as strongly as here in Aspen and in Vail. At these swanky, upper-edge Colorado resorts, a new breed of restaurants (many of which have big-city counterparts) is joining the ranks of longtime local legends, catering to a clientele that expects quality cuisine no matter what the altitude.

Standing in the wings ready to appear this season is renowned sushi chef Nobu Matsuhisa, who will add Matsuhisa Aspen to his Los Angeles/New York/London collection in December. Rusty's Crab Shack, Vinh Vinh and Café Amici also open in Aspen this month. In Beaver Creek, sister resort to Vail, Rendezvous Bar & Grill and Toscanini will open in December under the auspices of executive chef Fabrice Canelle, formerly of Moose's in San Francisco. And Bellariva Restaurant and Bakery in Vail's new Golden Peak base lodge is to open this month.

Among others that recently have joined the scene or have made changes of note for this season: In Aspen, Ajax Tavern is beginning this winter season with a new chef, Tobias Lawry, at the helm. Faced with the huge task of pleasing fans of former chef Nick Morfogen, Lawry has risen to the occasion. His winter menu boasts warmth-inducing dishes such as white truffle risotto, wild boar confit and grilled Sonoma rabbit. (685 E. Durant Ave.; 970-920-9333. Entrees \$14-\$24.)

Set in the middle of the historic Victorians on Main Street, Baang Café & Bar, which opened in July, is a blast of orange and yellow geometrics accented with copper windows and curved wood bars. Here, Aspen's trendy chow down on family-style servings of East-meets-West cuisine (Baang means to bind or tie together in Chinese). Chef Charlie Vresilovic keeps wok, saute and grill stations

shiitakes, and lobster in coconut-curry sauce. (307 Mill St.; 970-920-9775. Entrees \$20-\$38.)

Peek through the windows at Pacifica Seafood Brasserie, and you'll flash back to Seattle. Open since June, this restaurant is about to hit its stride as fresh shellfish comes into season. Chef Stephen Roehrs does his homework researching sources to buy his fish — salmon, tuna, catfish, mahi mahi, oysters, crab, shrimp — that's brought in fresh six days a week. Sit at the raw bar and wash down Malpeque oysters with a martini. Or try the distinctive paella prepared with house-made tuna chorizo and a spicy, roasted tomato broth. (307 Mill St.; 970-920-9775. Entrees \$14-\$25.)

You might never get past the 5-month-old carpaccio bar at L'Hortaria, which, set just inside the entry, draws you like a magnet for paper-thin slices of salami, elk, duck, swordfish, smoked tuna and halibut. But then you'd miss Cristina and Dante Medri's art-filled dining room, and chef-partner Tiziano Gortan's simple, thoughtfully prepared antipasti and homemade pastas. (620 E. Hyman Ave.; 970-925-9022. Carpaccio \$8-\$35, entrees \$9.50-\$28.)

Perched atop a stool at Jimmy's hulking copper-topped bar, you can oggle the lights of multimillion-dollar homes on Red Mountain from one



New in Aspen: Tobias Lawry takes over at the Ajax Tavern.

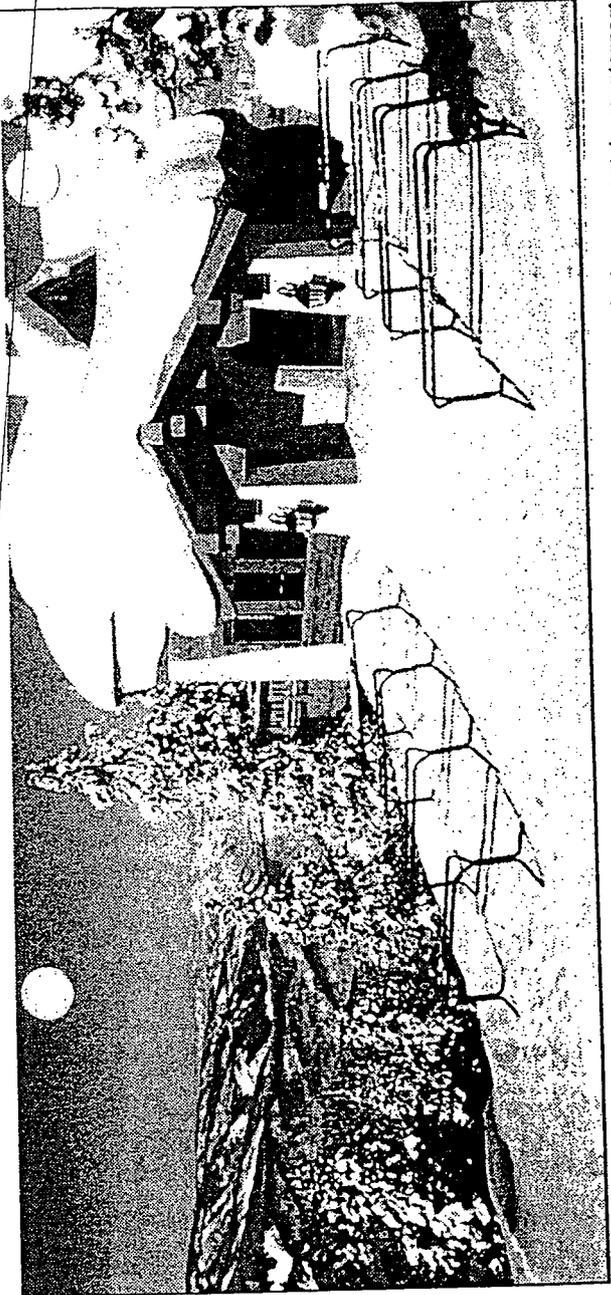
Mountain from another. To pull your attention toward your plate, owner-executive chef Jimmy Yeager has filled the menu of his 5-month-old restaurant with Aspen-style comfort food: grilled buffalo meatloaf, double thick pork chops and free-range chicken rubbed with Chile. (205 S. Mill St.; 970-925-6020. Entrees \$12-\$30.)

To the east in Vail, a soft, terra-cotta glow beckons from the tower windows at Campo de Fiori. Owner Elizabeth Protke-Giordani and her

whimsical restaurant (a counterpart to the one they own in Aspen) in July. Muralist James Johansen's "trees of life" grow up the walls, across the high ceilings and around vignettes of the Italian countryside. White plates contrast perfectly, especially filled with tagliolini tossed with crabmeat and tomato or cut-to-order porterhouse grilled with fresh herbs. (100 E. Meadow Dr.; 970-476-8994. Entrees \$10-\$25.)

Game Creek Club opened quietly last year to the public, but is now coming into its own. Executive chef Paul Ferzacca dreams up dishes that rival the view from his elegantly rustic restaurant in the Game Creek Bowl. There's Colorado striped bass that's pan-roasted and sauced with lemony creme fraiche, or a mighty 10-ounce buffalo steak grilled cowboy-style and topped with fiery ancho-bourbon sauce. (On Vail Mountain; 970-476-4275. Prix fixe \$75.)

Locals will tell you that some of the best food in Vail is in Edwards (about 20 minutes by car), at an energetic new eatery called Zino, which opened in May. Believe them. Executive chef Thomas Salamunovich (he also oversees Vail's Sweet Basil) draws on experience garnered during stints in France and San Francisco for his homemade sourdough, rustic, wood-fired pizzas and savory pork ribs. (River Center; 970-926-



# **Exhibit R**

# TOWN & COUNTRY

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## Aspen

CONTINUED FROM PAGE 111

This June: B.B. King, as well as Wynton Marsalis and the Lincoln Center Jazz Band. Also, free concerts Thursdays (jazz and blues, funk and reggae) at Snowmass Village's Fanny Hill. Exceptional: The **The Honorable Monk Institute Jazz Colony** (July 27–August 7). Students taught by such master teachers as Herbie Hancock, Branford Marsalis, Billy Taylor, Wayne Shorter, Ray Brown—and this year, Rosemary Clooney—who, I'm thrilled to say, do concerts in Snowmass Village's intimate Silvertree Hotel Cabaret Room (the Rocky Mountains' "Blue Note").

### Dining and Beyond

Aspen restaurants cover all bases—chic, funky, homey and snooty. "B," "L" and "D" indicate breakfast, lunch and dinner. "From" is shorthand for "entrées start at" and refers to dinner prices (unless no dinner is served—in which case we've listed lunch prices). Some serve "D" only (and few serve any "D" after 10:30 P.M.). Beer fans, don't forget to ask for Colorado's famous microbrews. And no place requires a coat or tie—thank heavens. **Main Street Bakery & Cafe:** A cozy place that's yums for B, L or D. I love the garden. Breakfast faves: Outrageous pastries, like the 49er; multigrain porridge; overflowing omelets. Pot roast to pastas. From \$9. **Poppycocks:** Pink walls, great counter, outstanding macadamia-nut oatmeal pancakes. B (til 3 P.M.), L; from \$5. **Boogie's Diner:** Welcome to pink banquettes, Elvis nostalgia and the best milk shakes, meat loaf, turkey rice soup. L, D; from \$5. **Boogie's Cafe:** Coffees, pastries. B, L, D. **Rusty's Hickory House:** Very no-frills. BEST ribs in town. B, L, D; from \$11. **Acme Bar & Grill:** The big plus—late-night menu 'til midnight. L, D; from \$8. **Cache Cache:** Mediterranean and wonderful. Patio. Love the seafood/saffron risotto cake, grilled chicken over onion confiture, wild-mushroom ragout. D; from \$14. **Ajax Tavern:** Neat patio looking up toward Aspen Mountain. Pubby indoors. Best "uptown" cheeseburger. Marinated lamb, mascarpone ravioli, warm peach crisp. L, D; from \$12. **Piñons:** An elegant, quiet pleasure. Straightforward, perfectly seasoned

food. Seared loin of veal, sesame-crust-ed *alio* (great wasabi mashed potatoes), chocolate bread pudding. D; from \$22. **Pacifica Seafood Brasserie:** White tile. Imaginative seafood. Fun bar. ("Seafood bar menu" available late.) Try coconut *ceviche*, grilled anything. L, D; from \$14. **Mirabella:** Airy interior, extensive Mediterranean menu, dishes such as *fattoush* (Syrian chopped salad), paella Valenciana. D; from \$12.50. **The Little Nell:** Aspen's prettiest outdoor dining is here, by the pool. Big local lunch place. Inside, serene: new wine room. Inspired American Alpine cooking: mustard-crust-ed trout, chilled lobster, scallop and oyster martini. B, L, D; from \$26. **Trattoria Farfalla:** Cozy room, inviting bar. Impeccable pastas, pizzas. Chicken with capers and lemon. D; from \$10. **Campo de Fiori:** Tiny, loud, great wall paintings. People swear by it. D; from \$10. **Carnevale:** Fresco-y, festive and really good. Love eating at the bar or quiet weeknights: spinach salad with Gorgonzola; trout; spaghetti alla Bolognese. D from \$12. **J-Bar at the Hotel Jerome:** Great big ole' bar, tin ceiling. Best chicker Caesar. Open 'til 3 for L. Dinner in the Jerome's **Century Room:** Victorian déco: and 3-star style. From \$24. **Kenichi:** Definite buzz. Salmon baked in bamboo, crab cake with yellow saffron sauce. D; from \$15. **Renaissance:** Seriously good. Extensive delish menu. D; from \$28. I like its relaxed funky **R Bistro** upstairs (can order from either menu). Burmese chicken curry, porkchops with apricot confit. D; from \$14. **Baang Cafe & Bar:** Burnt-orange interior, copper tabletops. Very "downtown. Imaginative eats, family-style: grilled rub prawns, ginger lobster, stir-fried sesame cit rus noodles. D; from \$20. **Caffe Arnie:** Great breakfasts, with opera music to boot. Very casual. B, L, D; from \$11. **Howlin Wolf:** Bohemian. Late-night music, poet politics. Organic veggies, free-range meat Pad thai, Indian lemon coriander chicken. B, L, D; from \$11. **L'Hostaria:** If nothin' else, go for the town's only *carpaccio* bar. Everything from seared tuna to duck breast. D; from \$9.50. **Matsuhisa:** Underground streamlined, voluminous but warm interior. Plus, simply wonderful food. Signature dish

# **Exhibit S**

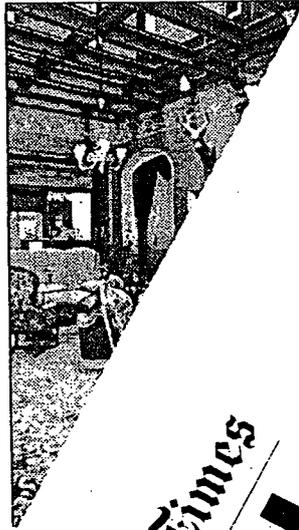


Robert Bid

ABOVE Free concerts atop Aspen Mountain are part of the Aspen Music Festival.



LEFT Fishing the Roaring Fork River.



RIGHT Lobby of the Hotel Jerome.

The New York Times

House at 128 East Main.

Built in 1889, at the height of the silver boom, the Jerome boasted the first elevator west of the Mississippi. Painstakingly restored a decade ago, this central Aspen landmark is one of 16 city buildings listed on the National Register of Historic Places. A fire in the parlor fireplace on walls and cherry woodwork, a visitor feels like a pioneer. For a night in one of the 16 rooms, the Jerome's rates vary in the summer from as much as \$1,190, for a double room. Call (970) 925-7213, fax (970) 925-7213.

Two blocks down from the main street, hidden by towering trees, another Victorian gem. This quiet hotel has 16 rooms, a pool in the back, and rates, from \$180 to \$250.

For more information, call the hotel at (970) 925-7213.

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ge at 228  
ne cradle  
The Lime-  
club. Now, it  
otel with 72

# The New York Times Travel

restaurants  
in summer  
service in  
ood and Wine  
aking place this  
em is Piñons, 105  
where entrees in-  
Colorado pheasant  
enderloin. Dinner for  
e, is about \$120; (970)

the Nell, in the hotel of the  
ne, at 675 East Durant Ave-  
a personal favorite. In the  
dining room or sunny court-  
diners enjoy mustard crusted  
t or honey-soy-seared salmon.  
aner for two with wine is around  
150; Hours: 7 A.M. to 10 P.M.; (970)  
920-6330.

Outdoor dining with a view of As-  
pen Mountain can also be found down  
the block, at Ajax Tavern, 685 East  
Durant. On a terrace near the ski  
area's gondola as well in the dining  
room, diners can eat local foods like  
free range chicken and Colorado  
lamb. Dinner for two with wine costs  
about \$100. Lunch and dinner  
served; (970) 920-9333.

A midpriced standout is Campo di  
Fiori, 205 South Mill Street, an earthy

Sunday, June 14, 1998

Section 5

74°  
39°  
7

\$110.00

\$ 35.00

ry \$ 2.50  
ditional km. \$ 2.50  
the airport \$ 13.50

## RENTAL FOR A DAY

Midsize car with  
unlimited free mileage \$ 58.65

All figures except population  
and taxi fares are averages.

Sources: Aspen Chamber Resort  
Association, Aspen Central Reservations,  
Western Regional Climate Center, local  
businesses

\$80; (970) 920-7717.

On the second floor of a bookstore  
at 221 East Main, Explore Bistro  
offers vegetarian meals — break-  
fast, lunch and dinner — on a sun-  
deck or inside. Dinner for two with a  
drink is about \$40; (970) 925-5338.

La Cocina, 308 East Hopkins Ave-  
nue, a local hangout with Southwest-  
ern cuisine, draws everyone from ski  
lift operators to Hollywood types.  
Margaritas, blue corn tortillas and  
chocolate velvet, a mouselike cake,  
add up to about \$35 for two; (970)  
925-9714.

Woody Creek Tavern is a timeless  
joint held together with cigarette  
smoke, country music and old wall-  
paper five miles out of town, in  
Woody Creek. The burger of local  
Limousin beef goes for \$6.95 and the  
chicken fajitas are \$8.95. No credit  
cards. Don't ask for espresso; (970)  
923-4585.

## Night Life

After serving surprisingly good  
cabaret food, the waiters and wait-  
resses at the Crystal Palace, 300  
East Hyman Avenue, transform  
themselves into a hilarious satirical  
revue. During their annual spring

# Exhibit T

Our Ref. No. 12139.800

TRADEMARK LAW OFFICE 11  
Serial No.: 75-312127  
Mark: CAMPO DE FIORI

U.S. PATENT & TRADEMARK OFFICE

01-21-2000

U.S. Patent & TMO/TM Mail Recd. Dt. #57

THE UNITED STATES PATENT AND TRADEMARK OFFICE  
OFFICE OF THE ASSISTANT COMMISSIONER FOR TRADEMARKS

111  
130

In re Application of:

Applicant: CAMPO DE FIORI L.L.C.

Serial No.: 75/312127

Filed: June 20, 1997

Mark: CAMPO DE FIORI

New York, New York  
January 21, 2000

**RESPONSE TO OFFICE ACTION**

Box RESPONSE - NO FEE  
Assistant Commissioner for  
Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3513

Dear Sir:

**1. RESPONSE**

Applicant, Campo de Fiori, hereby responds to the Office Action No. 1, mailed July 23, 1999 as follows:

1. **Specimens Unacceptable:** In the Office Action the examining attorney set forth that the specimens supplied together with the statement of use in this matter do not show use of the mark for any goods identified in International Class 30. Applicant does not have any additional specimens for the products set forth in International Class 30. Accordingly, applicant hereby wishes to withdraw its application for the trademark for the following goods set forth in International Class 30:

Our Ref. No. 12139.800

TRADEMARK LAW OFFICE 11

Serial No.: 75-312127

Mark: CAMPO DE FIORI

**International Class 30: Bread, pizza, cakes, candy, pies, sauces, coffee**

Applicant does, however, desire that the Patent and Trademark Office accept the Statement of Use as submitted and specimens supplied to date for the trademark for the goods and services set for in its application and the notice of allowance in International Class 42:

**International Class 42: Restaurant, Catering and Take Out Restaurant Services.**

Accordingly no statement supporting use of the substitute specimens shall be submitted herewith.

Thank you for your attention and assistance with this matter.

Respectfully submitted,

PAVIA & HARCOURT

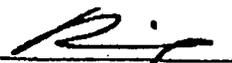
By: 

Anthony S. Cannatella  
Attorneys for Applicant

600 Madison Avenue  
New York, NY 10022  
Telephone No. (212) 980-3500  
Facsimile No. (212) 980-3185

TO: Bruno Galardi-Este COMPANY: Campo De Fiori LLC

The undersigned being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under U.S.C. 1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, declares that he is properly authorized to execute this Statement of Use on behalf of the applicant; he believes the applicant to be the owner of the trademark/service mark sought to be registered; the trademark/service mark is now in use in commerce; and all statements made of his own knowledge are true and all statements made on information and belief are believed to be true.

By   
Bruno Galardi-Este

P&H-107332.1

Received 05/26/1999 15:04 in 02:02 on line [3] for DHENRY \* Pg 4/4  
MAY-26-99 03:03 PM CAMPO DE FIORI 617 923 44 16 P.04

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of the foregoing **APPLICANT I MATTI RISTORANTE'S REQUESTS FOR ADMISSIONS TO REGISTRANT CAMPO DE FIORI L.L.C.** was served upon the below listed counsel by Facsimile and U.S. Postal Express Mail Service on this 6<sup>th</sup> day of December, 2005.

Anthony S. Cannatella, Esq.  
Pavia & Harcourt  
600 Madison Avenue  
New York, NY 10022

A handwritten signature in black ink, appearing to read 'A. Cannatella', is written over a horizontal line.

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\*\*\* TX REPORT \*\*\*  
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**NIRO SCAVONE HALLER & NIRO**  
181 W. MADISON, STE. 4600  
Chicago, IL 60602  
(312) 236-0733

Date: December 6, 2005 (9:52am)

Fax to: Anthony S. Cannatella

Recipient's Fax: 212-980-3185

From: Richard B. Megley, Jr.

Number of pages: 51  
(including transmittal sheet)

Comments:

*Part II of #*

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**Chicago, IL 60602**  
**(312) 236-0733**

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181 W. MADISON, STE. 4600  
Chicago, IL 60602  
(312) 236-0733

Date: December 6, 2005 (9:52am)

Fax to: Anthony S. Cannatella

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From: Richard B. Megley, Jr.

Number of pages: 13  
(including transmittal sheet)

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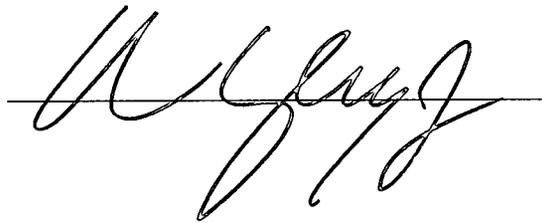
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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of the foregoing **APPLICANT I MATTI RISTORANTE'S MOTION FOR AN ORDER DEEMING ADMITTED ITS REQUESTS FOR ADMISSIONS TO REGISTRANT CAMPO DE FIORI L.L.C.** was served upon the below listed counsel by U.S. Postal Express Mail Service on this 23rd day of January, 2006.

Anthony S. Cannatella, Esq.  
Pavia & Harcourt  
600 Madison Avenue  
New York, NY 10022

A handwritten signature in black ink, appearing to read 'A. Cannatella', is written over a horizontal line.