

TTAB

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

Leo Stoller dba CENTRAL MFG

Trademark: **STEALTHEYE**

P.O.Box 35189

Chicago, IL 60707-0189

Application SN: 75-705,175

Opposer,

Int. Class No: 09

vs.

Filed: June 7, 1999

STEALTHY EYE, INC.

(A New Jersey Corporation)

c/o Visionet Systems

Cranbury, New Mexico 08512

Applicant.

TTAB/ FEE
(IN TRIPLICATE)

STEALTH vs. STEALTHEYE

NOTICE OF OPPOSITION

08-13-2001

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

1. In the matter Intent to Use Application SN 75-705,175, for the mark **STEALTHEYE**, in Int. Class 09 for programs (computer) software for securing computer data and programs.

2. The Opposer or it's predecessor in title, has priority of use of the mark **STEALTH** on a broad range of goods and services which are listed in the Federal Registrations and Applications see attached list and on similar goods, computer hardware and computer utility software and operating manuals (See Registration No: 1947145, incorporated herein by reference as if fully copies and attached) and sold to the identical customers that applicant's goods are sold in, and/or are to be sold. The Opposer or it's predecessor in title, has priority of use of the mark **STEALTH** and/or **STEALTH TECHNOLOGY** on similar goods, computers and computer software as early as 1995.

3. The Opposer, has priority of use of the mark **STEALTH** in numerous classes of goods and services. The Opposer holds rights to a family of **STEALTH** marks, promoted together, as are well known to the Applicant, which goods are sold in the same channels of trade and to similar customers as Applicant's since at least as early as 1981 and hereby opposes registration of the confusingly similar mark **STEALTHEYE** Application Serial No. 75-705-175.

08/15/2001 EPINAI 00000157 75705175

01 FC:377 300.00-8

4. There is no issue as to priority. The Applicant's date(s) of first use as contained in it's Registrations for very similar goods sold in the same channels of trade to the same customers as the Applicant's goods. The Applicant's intent to use date is subsequent to the issuance date of Opposer's said Registrations and it's listed first use date.

5. Opposer has sold its goods listed in the aforesaid registrations under the aforesaid *STEALTH* marks as herein before referred to throughout the United States. Opposer has developed an exceedingly valuable goodwill in respect to the *STEALTH* marks covered by the aforesaid registrations.

6. By virtue of its efforts, and the expenditure of considerable sums for promotional activities and by virtue of the excellence of its products, the Opposer has gained for its listed marks a most valuable and famous reputation.

6.1 The Opposer licenses the *STEALTH* mark for a wide variety of collateral merchandise and expends substantial sums of money on policing¹ the use of Opposer popular and famous trademark on a broad range of goods

6.2 Since 1997 the Opposer has forcefully extended its well-known trademark into the Applicant's market and today is a model for other in the trademark marketing and licensing industry in handling successfully brand extension as well known to the Applicant.

7. The trademark proposed for registration by the Applicant namely *STEALTHEYE* is substantially incorporated in its entirety in Opposer's mark *STEALTH* and *STEALTHEYE* is applied to similar goods as those sold by Opposer and so nearly resemble the Opposer's mark as to be likely to confuse therewith and mistaken therefore.

8. The Applicant's mark *STEALTHEYE* is deceptively similar to Opposer's *STEALTH* mark so as to cause confusion and lead to deception as to the origin of Applicant's goods bearing the Applicant's mark.

9. If the Applicant is permitted to use and register his *STEALTHEYE* for his goods, as specified in the application herein opposed, confusion in trade resulting in damage and injury to the Opposer would be caused and would result by reason of the similarity between the Applicant's mark and the Opposer's mark. Persons familiar with Opposer's mark

1. See attached list of over 60 victories wherein the Opposer has successfully opposed and/or canceled over 60 *STEALTH* and/or *STEALTH* formative marks at the PTO.

STEALTH would be likely to buy applicant's goods as and for a product made and sold by the Opposer. Any such confusion in trade inevitably would result in loss of sales to the Opposer. Furthermore, any defect, objection or fault found with Applicant's products marketed under its **STEALTHEYE** mark would necessarily reflect upon and seriously injure the reputation which the Opposer has established for its products merchandised under its *STEALTH* marks for over 20 years.

10. If the Applicant were granted the registration herein opposed, it would thereby obtain at least a prima facie exclusive right to the use of its mark. Such registration would be a source of damage and injury to the Opposer.

11. Opposer asserts that there is a likelihood of confusion between the Applicant's mark **STEALTHEYE** and the Opposer's registered family of *STEALTH* and *STEALTH* formative marks under Trademark Act Section 2(d), 15 U.S.C. Section 1052(d).

12. Opposer asserts that its mark *STEALTH* is well known and/or famous and that the Applicant seeking registration of the confusingly similar mark **STEALTHEYE**, which when used would cause dilution under section 43(c).

13. If Applicant's mark **STEALTHEYE** is allowed to register it will lessen the capacity of Opposer's famous mark *STEALTH* to identify and distinguish its goods or services and to license its well known *STEALTH* BRAND NAME.

14. The Opposer uses its well-known *STEALTH* mark as a trade name, corporate name, service mark and trademark since at least as early as 1981 and is engaged in an aggressive *STEALTH* licensing and marketing program as well known to the Applicant.

15. The Opposer, located in Chicago, Illinois, believes that it will be damaged by registration of the mark **STEALTHEYE** shown in Application SN 75-705,175 and hereby opposes same. The Opposer uses its *STEALTH* mark as a trade name, corporate name, service mark and trademark and engages in an aggressive licensing program for over 20 years as well known to the Applicant.

Additional Grounds for Opposition to registration of Application SN 75-705,175 for the trademark STEALTHEYE, are as follows:

16. The Opposer has used the trademark *STEALTH* as a trade name, service mark and house mark in interstate commerce, since at least as early as 1981, long prior to Applicant's submission of its Application for Federal Registration of the mark *STEALTH*.

17. The Opposer is the exclusive worldwide Licensor of the mark *STEALTH* as listed in the 1999 Licensing Resource Directory, as well known to the Applicant.

18. The Opposer has priority of use, as early as 1997, on the same and/or similar goods, computers and computer software as previously stated and on the goods listed in Federal trademark registrations and applications.

19. The use of the Applicant's mark **STEALTHEYE** sought to be registered in the aforesaid application is likely to blur the distinctiveness of the Opposer's famous *STEALTH* trademark(s).

20. The use of the Applicant's mark **STEALTH** sought to be registered in the aforesaid application is likely to cause confusion, mistake or deception in the buying public or cause the public to believe that there is a connection between the parties, or a sponsorship of Applicant's goods by Opposer.

21. The Applicant's mark **STEALTHEYE** is confusingly similar to Opposer's mark *STEALTH* mark(s).

22. Since at least as early as 1981, the Opposer has been, and is now, using the mark *STEALTH* in connection with the sale of goods and/or services in numerous classes. Said use has been valid and continuous since said date of first use and has **not** been abandoned.

23. If the Applicant is permitted to register the mark, and thereby, the *prima facie* exclusive right to use in commerce the mark **STEALTHEYE** on the goods licensed and sold by the Opposer, confusion is likely to result from any concurrent use of Opposer's mark *STEALTH* and that of the Applicant's alleged mark **STEALTHEYE** all to the great detriment of Opposer, who has expended it's lifetime and considerable sums and effort in promoting its well known mark.

24. Purchasers are likely to consider the goods and/or services of the Applicant sold under the mark **STEALTHEYE** as emanating from the Opposer, and purchase such products as those of the Opposer, resulting in loss of sales to Opposer.

25. Applicant's mark **STEALTHEYE** when used on or in connection with the goods of the Applicant, are merely descriptive or deceptively misdescriptive of the goods.

26. Opposer's famous family of *STEALTH* marks are marketed in concert.

27. The Applicant's goods, defined in it's application, does not identify with reason-

able certainty, what goods are to be covered under the mark **STEALTHEYE**.

28. Said application was obtained fraudulently in that the formal application papers filed by Applicant, under notice of §1001 of Title 18 of the United States Code stated that Applicant had a valid intent to use. Said statement was false. Said false statement was made with the knowledge and belief that it was false, with the intent to induce authorized agents of the U.S. Patent and Trademark Office to grant said registration in that the Applicant, at the time it filed it's said *intent to use* application and declaration were in fact already using it's said mark in commerce.

29. Said Applicant was using the mark **STEALTHEYE** as a service mark prior to June 7, 1999.

30. Said Applicant was using the mark **STEALTHEYE** as a tradename prior to June 7, 1999.

28. Said Applicant was using the mark **STEALTHEYE** on the goods listed in it's application, for computer software for securing computer data and programs prior to June 7, 1999.

29. Said application was obtained *fraudulently* in that the formal application papers filed by Applicant, under notice of §1001 of Title 18 of the United States Code stated that Applicant had a valid intent to use when Applicant filed it's Trademark application on June 7, 1999. Said statement was false. Applicant had been using the said mark on all or some of the goods listed in it's application long prior to the filing of it's application on June 7, 1999. Applicant's intent to use application was a fraud in that Applicant had use on some or all of the said goods listed therein bearing the mark **STEALTHEYE** long prior to the filing date of June 7, 1999. Said intent to use statement was a false statement and was made with the knowledge and belief that it was *false*, with the intent to induce authorized agents of the U.S. Patent and Trademark Office to grant said registration.

30. Upon information and belief, said statement of *intent to use* of the mark **STEALTHEYE** on the goods in question, was made by an authorized agent of Applicant with the knowledge and belief that said statements was false. Said false statements were made with the intent to induce authorized agents of the U.S. Patent and Trademark Office to grant said registration.

31. Applicant admits that it's mark **STEALTHEYE** was not applied for according to

it's correct type, as shown in it's said application.

32. Upon information and belief, applicant's intent to use application was signed with the knowledge that another party had a right to use the mark in commerce on the same or similar goods.

33. Concurrent use of the mark **STEALTHEYE** by the Applicant and *STEALTH* by the Opposer may result in irreparable damage to Opposer's Marketing and/or Trademark Licensing Program, reputation and goodwill.

34. If the Applicant is permitted to obtain a registration of the mark **STEALTHEYE**, a cloud will be placed on Opposer's title in and to its trademark, *STEALTH*, and on its right to enjoy the free and exclusive use thereof in connection with the sale of its goods and/or goods, and on its Trademark Licensing Program, all to the great injury of the Opposer.

35. Applicant's should be denied registration of it's mark because the identification of its goods, programs (computer) software for securing computer data and programs is too indefinite to qualify for Federal trademark registration.

36. Upon information and belief, Applicant's Intent to Use Application was signed with the knowledge that another party had a right to use the mark in commerce.

37. The registration to Applicant of the mark **STEALTHEYE** shown in the aforesaid application is likely to and will result in financial and other injury and damage to the Opposer in its business and in its enjoyment of its established rights in and to its said mark *STEALTH*.

38. As is well known to Applicant, the Opposer has been very successful and has previously prevailed against numerous other Applicants and/or Registrants for the unauthorized use of their similar *STEALTH* marks. (see attached true and correct copy)

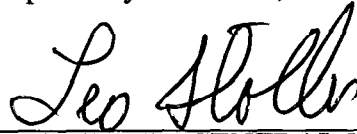
WHEREFORE, Opposer prays that the said Application for the trademark **STEALTHEYE** be denied, that no registration be issued thereon to Applicant, and that this Notice of Opposition be sustained in favor of the Opposer and that Opposer is entitled to judgment.

Opposer hereby gives notice under Rule of Practice that after hearing and in any appeal on this opposition proceeding, it will rely on its large family of *STEALTH* registrations and applications incorporated herein by reference as if fully copied and attached and all of the goods listed and covered thereunder, in support of this Notice of Opposition.

The Opposer prays for such other and further relief as may be deemed by the Director of Patents and Trademarks to be just and proper.

Please find Opposer's check for \$300 Opposition fee enclosed

Respectfully submitted,



Leo Stoller dba CENTRAL MFG. Co,
Opposer
Trademark & Licensing Dept.
P.O. Box 35189
Chicago, Illinois 60707-0189
773 283-3880 FAX 708 453-0083

Dated: August 7, 2001

Certificate of Mailing

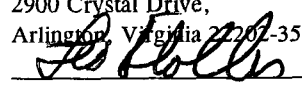
I hereby certify that the foregoing document is being deposited

with the United States Postal Service via first class mail

in an envelope addressed to:

Box TTAB/ FEE

Assistant Commissioner of Patents and Trademarks,
2900 Crystal Drive,
Arlington, Virginia 22202-3513



Leo Stoller
August 7, 2001

C:\MARKS23\EYE.OPP

UNITED STATES PATENT AND TRADEMARK OFFICE
Trademark Trial and Appeal Board
2900 Crystal Drive
Arlington, Virginia 22202-3513

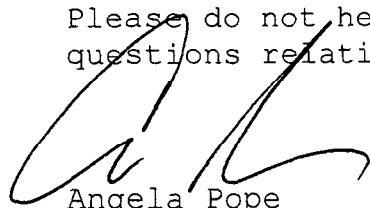
Leo Stoller
Trademark and Licensing Department
P.O. Box 35189
Chicago, IL 60707-0189

May 8, 2001

Serial No.: 75705175

Attached please find a copy of a request to extend time to oppose granted until 8/15/01 on behalf of potential opposer Leo Stoller d/b/a Central MFG..

Please do not hesitate to contact the undersigned for any questions relating to this extension.



Angela Pope
Legal Assistant,
Trademark Trial and Appeal Board
(703) 308-9300 X144
Attachment

THE STEALTH FAMOUS BRAND

OUR FAMILY OF STEALTH FEDERAL TRADEMARKS AND PENDING APPLICATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>INT. CLASS</u>	<u>FIRST USE</u>
<i>STEALTH</i>	1,717,010	Sept. 15, 1992	2	May 26, 1992
<i>STEALTH</i>	2,025,156	Dec. 24, 1996	6	April, 1988
<i>STEALTH</i>	2,074,780	July 01, 1997	9	
<i>STEALTH TECHNOLOGY</i>	1,947,145	Jan. 09, 1996	9	
<i>STEALTH</i>	1,434,642	Mar. 31, 1987	12	January 1982
<i>STEALTH SQUAD</i>	2,007,348	Oct. 15, 1996	16	July 2, 1993
<i>THE STEALTH</i>	2,024,889	Dec. 24, 1996	21	January 25, 1995
<i>STEALTH</i>	1,332,378	Apr. 23, 1985	28	January 15, 1981
<i>STEALTH</i>	1,867,087	Dec. 13, 1994	28	November 17, 1986
<i>STEALTH</i>	1,766,806	Ape. 20, 1993	28	July 10, 1992
<i>STEALTH</i>	2,227,069	Mar. 02, 1999	36	October 1986
<i>STEALTH ASSAULT</i>	2,269,113	Aug. 19, 1999	28	
<i>STEALTH 9MM</i>	2,325,053	Mar.07, 2000	40	August 1, 1995
<i>STEALTH 9MM SHADOW</i>	2,325,054	Mar. 07, 2000	40	August 1, 1995
<i>STEALTH</i>	2,330,467	Mar. 21, 2000	18	January 1985
<i>STEALTH</i>	2,403,775	Nov. 14, 2000	8	1981
<i>STEALTH</i>	2,439,735	April 3, 2001	9	1986
<i>STEALTH</i>	2,433,330	Mar. 6, 2001	8&10	Dec. 29, 1997

APPLICATIONS

<u>TRADEMARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>INT. CLASS</u>	<u>FIRST USE</u>
<i>STEALTH</i>	75-036,382	Dec. 8, 1995	7	October 1993
<i>STEALTH</i>	74-726,073	Sept. 7, 1995	9	January 1986
<i>STEALTH</i>	75-019,143	Nov. 13, 1995	9	January 1985
<i>STEALTH</i>	75-056,650	Feb. 12, 1996	9	January 1986
<i>STEALTH</i>	75-185,379	Oct. 22, 1996	9	January 1994
<i>STEALTH</i>	75-016,560	Nov. 8, 1995	11	January 1985
<i>STEALTH</i>	74-327,774	Nov. 2, 1992	16	January 1986
<i>STEALTH</i>	74-734,680	Sept. 27, 1995	26	
<i>STEALTH</i>	74-343,994	Dec. 22, 1992	28	January 1985
<i>STEALTH</i>	75-056,698	Feb. 12, 1996	37	January 1986
<i>STEALTH</i>	76-071233	June. 15, 2000	11	January 1986
<i>STEALTH</i>	75-779,338	Aug. 17, 1999	9	
<i>STEALTH</i>	75-010,278	Oct. 25, 1995	11	July 1995

At the Trademark Trial and Appeal Board we have engaged in a diligent policing effort and have succeeded in successfully canceling or opposing the following *STEALTH* registrations and/or registrations:

WE SUCCESSFULLY POLICE OUR *STEALTH* PROPERTY

We have prevailed in opposing the following *STEALTH* marks:

Aluminum Company of America for *STEALTH*/Int. Cl. 6
Applied Sewing Resources, App. SN 74-468,963 for *STEALTH*
(Art) N for *STEALTH* Negative Phscologram/Int. Cl. 9
Brentwood TV Funnies, App. 74-713,194 for *STEALTH* Warriors
Burros, David, App. SN 75-175,570 for *STEALTH* Trust
Crown Intern'l Inc., App. SN 74-643,872 for *STEALTH*
Dees Creations, Inc., App. SN 75-318,512 for *STEALTH*
Diversey Lever. Inc., App. SN 75-752,455 for *STEALTH* DRY Cl 3
Diversified Specialists, Inc., 74-205,517 for *STEALTH* Force/Int. Cl. 28
Dynascan Corp., Opp. No. 88,906 for *STEALTH*
Flexible Mining Co. App. SN 75-762,791 for *LASER-CAST STEALTH* Int. Cl. 013
Heritage Mfg. Co., 74-735,867 *STEALTH* 9MM and 74-735,868 for *STEALTH* 9MM Shadow
(assigned to us)
Intelligence Quotient Intern'l, 74-493,718 for *STEALTH* Backup/Int. Cl. 9
74-475,481 FOR *STEALTH* Incryption & 74-340,300 for *STEALTH* Technology
(assigned to us)
Lane, Philip C., 74-476,028 for *STEALTH* Squad/Int. Cl. 16 (assigned to us)
Mattel, Inc., 78-009,784 for *STEALTH* X-17 Cl. 28 for electric toy airplanes
Miotto International Company, 75-519,919 for *STEALTH* in Int. Cl. 20
Mitek Surgical Products, Inc., 74-662,565 for *STEALTH* Anchor/Int. Cl. 10
Naan Sprinklers, 74-630,176 for *STEALTH* (assigned to us)
National Molding, 74-734,680 for *STEALTH* (assigned to us)
Parker Athletic Ltd, 75-645,961 for *STEALTH* Int. Cl 28
Patmont Motor Werks, 75-106,684 for *STEALTH* Go-Ped
Prosthetic Design, Inc. App. SN 75-885,658 for *STEALTH* Int. Cl. 008, & 010
Republic Entertainment, 75-027,006; 74-733,576; 74-733,577; 74-733,578 *STEALTH* Force;
Richmond Technology, 74-518,885 for *STEALTH* Wind
Ri-Power, Inc., 74-617,716 for *STEALTH*/Int. Cl. 7
Space Age Synthetics. Inc. 75-497,200 *STEALTH* BOARD 75-497,2000 Cl. 19
Stealth Hunter, Inc., 74-534,766 for *STEALTH* Hunter (assigned to us)
Stealth Propulsion, 74-570,909 for *STEALTH* Propulsion
Stevens Aviation Inc., 74-550,338 for *STEALTH*/Int. Cl. 42, et al.
The Dow Chemical Corporation, 74-455,644 for *STEALTH* Port/Int. Cl. 9

Thomas Belts Int'l, Inc., 75-494,772 for *STEALTH-TY* / Int. Cl. 22
Top of the Line, Inc., 75-561,926 for *STEALTHWING* Int. Cl. 28
Union Special Corporation, 74-630,790 for Project *STEALTH*/Int. Cl. 7
Universal Cellular, 74-101,729 for *STEALTH*
Vermont Special Corp., 74-560,405 for *STEALTH* Cache
Wellington Leisure Products, 74-581,134 for Wave *STEALTH*
Williams, Jeff, 74-638,906 for *STEALTH* Reflective System
Zebco, 74-430,395 for *STEALTH*
Zero Group, 74-556,690 for *STEALTH*

et al

We have canceled the following *STEALTH* registrations:

American Promo Events, Reg. No. 1,734,007 for the mark *STEALTH*
Biederman, Kelly & Shaffer, Inc., Reg. No. 1,694,788 for *STEALTH* Marketing/Int. Cl. 35
Blue Boy Toys, Reg. No. 1,521,952 for *STEALTH*
Cassidy & Associates, Reg. No. 1,846,141 for *STEALTH*
Charles Hayes, Reg. 1,717,010 for *STEALTH* assigned to us
Hobbico, Inc., Reg. 1,766,806 *STEALTH* (assigned to us)
Mitsubishi, Reg. 1,650,227 for *STEALTH* X100
Sirchie Fingerprint Labs, Reg. 1,538,007 for Nite *STEALTH*
Turboair, Inc., Reg. No. 1,722,911 for *STEALTH* 12/Int. Cl. 7
Radica China, Ltd., Reg. No. 2,269,113 for *STEALTH ASSAULT*/Cl. 28 (assigned to us)

C:\MARKS10\VICTORY

We have also prevailed in the District Court in the 7th Circuit in the following *STEALTH* trademark infringement actions:

Stealth Industries, Inc. v. Victor Stanzel Co. and Target Stores / Case No. 95 C 1634

Stealth Industries, Inc. v. Graco Children's Products, Inc., and Toys "R" Us, Inc./Case No. 95 C 2650

Stealth Industries, Inc. v. Zebco, Inc., d/b/a Motor Guide, Wal-Mart Stores, Inc., K-Mart Corp., Sportmart, Inc. & Dogwood Canyon Nature Park Co., d/b/a Bass Pro Shops / Case No. 95 C 2651

Stealth Industries, Inc. v. All American Products, Inc., The Sports Authority, Inc. and Sportmart, Inc. / Case No. 95 C 4509

Stealth Industries, Inc. v. Oceanic (USA) / Case No. 95 C 5788

RENTAMARK.COM

STEALTH BRAND PRODUCTS AND SERVICES SINCE 1981

Post Office Box 35189

Chicago, Illinois 60707-0189

VOICE 773/283-3880 * FAX 708/453-0083 * WEB PAGE: www.rentamark.com

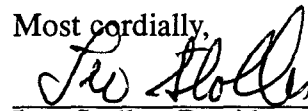
October 5, 2000
Stealthy Eye, Inc.
4365 US 1
Princeton NJ 08540

Dear President,

It has come to our attention that you have filed a trademark application SN 75-705,175 for the mark STEALTH EYE. We hold rights to 16 STEALTH trademark federal trademark registrations. If your mark were ever to publish for opposition we will oppose it (see attached record), and/or file a petition to cancel it.

If you are interested in using the mark STEALTH and resolving the trademark controversy that exists as between the parties we would consider offering you a trademark license to use the mark on the goods listed in your application. If you have any questions and/or are interested in seeing our trademark license agreement please contact us.

Most cordially,



Leo Stoller, President

C:\WS\MARKS21\SULLIV.LET

What is this Cease and Desist Letter

Success breeds imitation. The more popular and successful a Trademark and/or **intellectual property** like our **STEALTH** brand becomes, the more probable the chances that infringing products, services or companies calling themselves **STEALTH** **have appeared**.

The opportunity to take for free what others pay a royalty for is a strong incentive to some companies. Contrary to the mistaken notion, that any well known symbol and/or word that may be found in the dictionary like **STEALTH** is freely available to any company to adopt as their trade name, service mark or trademark, in the **21st Century**, is simply false. There are no well known trademarks, service marks, trade names and/or domain names that have not already been adopted by some other company first, as in the case at bar. In the same manner that there is not any **real property** in the **21st Century** that can be acquired for **free** or homesteaded. There is no free well known intellectual property left in the **21st Century**. **No free rides!** However it is our obligation, as the **Trademark owner** to police and protect our intellectual property, our famous **STEALTH MARK** each and every day. Otherwise an intellectual property owner will **not** own it's property for long. Since there are no well known marks that have not been adopted by some company. There will always be a legal battle by certain companies to attempt take those finite well known marks, like **STEALTH** from their original owners without compensation. It's the capitalistic **law of the jungle**

Thus, once an infringer is identified, as in the case at bar, it is imperative that the infringer be stopped. However, filing a lawsuit immediately is neither suggested nor viable. **The first step that must be taken is to alert the infringer.** You have been identified and it is demanded that you cease and desist from the sale and offering for sale of the infringing products or services or using our well known **STEALTH** trademark as your company name, tradename, trademark, service mark and/or domain name. This warning included a recitation of all the actions required by you, the alleged infringer, such as identifying all profits made from the infringing products or services or the use of a confusingly similar corporate name. There can be grave consequences by continuing the alleged infringement. Furthermore, it is good business practice to put you on notice before litigation may be pursued. **It always pays to first attempt to resolve trademark controversies outside of Court intervention. Please call us at 773-283-3880 to resolve this controversy amicably. Fax 708-453-0083**

The 1999 LIMA Licensing Resource Directory



*Source for
of Licensing*

Starlog Group

475 Park Avenue South
New York, NY 10016
Tel: (212) 889-2830 ext 202; Fax: (212) 889-7933
E-mail: rita@starlog group.com
Rita Eisenstein

Properties: Fangoria, Starlog Magazine

**Stealth Sentra Terminator & Dark Star Licensing**

dba Rent-A-Mark
P.O. Box 35189
Chicago, IL 60707-0189
Tel: (773) 283-3880; Fax: (708) 453-0083
Website: www.b45dir.com/rentamark
Leo Stoller

Properties: 24 Karat, Aerospace, Airframe, Ambush, Annihilator, Aquilla, Battlefield Medicine, Blitzkrieg, Checkmate, Chestnut, Collider, CreativeTravel, Dark Star, Eliminator, Fable, Fire Power, Footnote, GameTime, Havoc, Hypersonic, Intruder, Liquid Cool, Love Your Body, Merchant Of Venice, Night Stalker, Phalanx, Renaissance, Sentra, Sexual Chemistry, Star Lite, Stealth, Stradivarius, Street Smart, Terminator, The Limits of Endurance, Tirade, Torrent, Trail Side, Tree House, Triana, Trident, Trillium, Turbojet, Velocity, White Line Fever

Stephen Lawrence Company Licensing Corporation

35 State Street
Carlstadt, NJ 07072
Tel: (201) 807-0500; Fax: (201) 896-3824
Lynda Coyle

Properties: Stephen Lawrence Designs

Sterling Licensing Ltd.

#4 The Old School
Town Lane
Woodburn Green, BK HP100PH
United Kingdom
Tel: 441628529389; Fax: 441628529632
Carolyn Froud

Sterling/McFadden

233 Park Avenue S., 5th Floor
New York, NY 10003
Tel: (800) 553-9014, (212) 780-3590;
Fax: (800) 553-9014
Ed Konick

Properties: "16", "Baseball Illustrated", "Black Beat", "Daytime TV", "Intimacy", "Jive", "Metal Edge", "Metal Maniacs", "Pro Basketball Illustrated", "Right On!", "Sisters In Style", Modern Screen's Country Music

Stone America Marketing (Agent)

One Meadowlands Plaza
Rutherford, NJ 07073
Tel: (201) 507-9431; Fax: (201) 507-0090
Robert Stone, President; Liza Greenwald, Vice President; Jaime Lichler, Account Coordinator

Properties: Big Guy International, Chic Simple, Dr. Atkins, Hank Player USA, Jack Hanna's Animal Adventures, Mickey Mantle Estate, Patricks Pals, Raggs Kids Club, Richard Simmons Mall Tours, Slimamander, The Treeples

Stonefield Josephson

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Protecting a Trademark from Infringement

It is not enough to:

- Carefully select a mark;
- Search it for possible conflicts;
- Use it properly, publicly, and continuously in connection with the goods or services;
- Register it with the United States Patent & Trademark Office; and
- File the necessary maintenance documents.

As long as a trademark remains in use, the owner's job is never done. Constant vigilance against infringements by third parties is required to preserve the trademark owner's rights.

This chapter focuses on the factors considered in evaluating infringement under four theories:

1. Traditional likelihood of confusion;
2. Reverse confusion;
3. Counterfeit; and
4. Contributory infringement.

WHY OBTAIN A *STEALTH*® LICENSE...

Americans are brand conscious. More than 95 percent of all products sold in America are branded goods and more than \$120 billion is spent in advertising to create and maintain brand images for those products. The reason: Consumers' buying habits are tied to how they think and feel about a brand.

In today's competitive marketplace, the licensing of brand names for new products - essentially, borrowing an established brand name in order to sell more product - has become increasingly prevalent. Sales of licensed products in the U.S. now total more than \$151 billion a year and over 40% of all goods sold are licensed products.

The reasons are simple. Building a brand image for a new product is extremely costly. And there's no guarantee that an expensive brand image campaign will work. Licensing your products and services under an established trademark brings instant recognition and acceptance with your customers. Licensing endows your products and services with the power of the images carried by the brand name trademark, giving you the opportunity to:

- * Introduce products more easily and enter the market from a position of strength.
- * Achieve instant customer awareness and help increase market share without risking large marketing expenditures.
- * Create instant enthusiasm and interest among your customers.
- * Sell a greater volume of products or services due to your customers' increased interest.
- * Sell your products or services for a greater profit margin.
- * Avoid trademark litigation.

Licensing an established trademark for your products or services just makes good business sense. The enormous power of *STEALTH*® trademarks can mean instant buyer appeal for your products and services. As a *STEALTH*® licensee, you are part of a team company already marketing their products and services using *STEALTH*® trademarks. Their success is proof of what a *STEALTH*® license can do for you.

STEALTH® LICENSING PROGRAM

Licensee Requirements

As a prerequisite for becoming a *STEALTH®* licensee, a distributor, manufacturer or service company should consider the following requirements:

PRODUCT OR SERVICE CATEGORY:

An appropriate product category that would utilize and compliment the *STEALTH®* image.

MARKETING:

A proven track record of marketing.

RESOURCES:

Adequate resources - production, financial and manpower to undertake such an expanded program.

STYLING AND QUALITY:

Ability to ensure good styling and consistent quality products or services.

PRODUCTION:

Efficient manufacturing and/or sourcing to ensure on-time delivery of value packed products.

OBJECTIVES:

Long-term objectives of continued growth in sales and profits.

To an increasing extent, all types of buyers, including buyers for mass market retail outlets, are demanding brand names with image. Their customers want established brand names as a guarantee of quality, value and good styling. More and more manufacturers are being encouraged to provide brand names in order to maintain and expand their market position. Some companies who already have one or more brand names are seeking additional identification programs due to their demonstrated success with branded goods and services. Others, who have no brands or the wrong brands, need a brand to survive.

For companies that qualify, the *STEALTH®* brand could be the answer.

STEALTH® LICENSING PROGRAM

See Rentamark famous brands available for licensing at
www.rentamark.com

The nature of the major terms of the License Agreement are indicated hereunder.

ROYALTY RATE:

Royalty rates are a negotiable percent of the sale price charged by Licensee for each licensed product and/or service sold.

TERM OF AGREEMENT:

Basic life of agreement coordinated with requirements of product development; usually three or more contract years, with the first contract year being long enough to allow "start-up" time.

MINIMUM SALES:

Minimum sales target projections mutually determined.

MINIMUM ROYALTIES:

Annual guaranteed minimum royalty realistically assessed.

ADVANCE PAYMENT:

A reasonable portion of the Minimum Royalties (not an additional fee).

RENEWALS:

Renewal terms based on performance to capitalize upon success of the program.

LICENSING *STEALTH*® ENABLES YOU TO

- * DIFFERENTIATE AMONG PARTY PRODUCTS
- * ENJOY EASIER TRADE ACCEPTANCE
- * JUSTIFY A PREMIUM PRICE POINT
- * GENERATE QUICK CONSUMER TRIAL
- * ACHIEVE SIGNIFICANT MARKET SHARE QUICKLY
- * AVOID TRADEMARK LITIGATION

STEALTH®*, *SENTRA®* and *TERMINATOR®

D/B/A

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**See our list of other famous brands available for
licensing at www.rentamark.com**

Contact us about representing and licensing your brand

PROTECT YOUR COMPANY'S ASSETS WITH

A RENTAMARK® BRAND TRADEMARK LICENSE

Pick the wrong name for your new product or service and you stand to LOSE BIG TIME! That's what lots of companies learn when they find themselves on the wrong side of a trademark infringement action. Over \$2 billion was spent last year in litigation and legal expenses due to **misuse of trademarks**. And it's not only the Fortune 500 firms who get hurt. It's the small to mid-size companies with little experience in trademark law, who often don't find out until an attorney sends a warning letter to "cease and desist" or you get served with a Federal Trademark infringement lawsuit.

Any company can pay hundreds of thousands of dollars in legal expenses fighting an infringement suit with no guarantee of success. If you lose, you'll not only have to rename your product, reprint all the sales literature, and redo the advertising, you'll also **suffer a major loss** of credibility with your customers and possibly owe treble damages to the winner and attorneys' fees. For many, the enormous legal expenses of defending a trademark dispute can literally mean the END OF YOUR BUSINESS.

Now you can protect your business with a **RENTAMARK®** famous brand trademark license agreement. Merely choose a **RENTAMARK®** brand famous trademark for use on your product or service and allow **RENTAMARK®** to police and protect the trademark.

Some of our famous brand names include, but are not limited to:

SENTRA®

STEALTH®

DARK STAR®

TERMINATOR®

AIRFRAME®

FIRE POWER®

NIGHT STALKER®

STRADIVARIUS®

TRILLIUM®

Visit our website at: WWW.RENTAMARK.COM