

ESTTA Tracking number: **ESTTA172962**Filing date: **11/05/2007**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**Notice of Opposition**

Notice is hereby given that the following party opposes registration of the indicated application.

Opposer Information

Name	DUB Publishing, Inc.
Granted to Date of previous extension	11/04/2007
Address	16815 Johnson Drive City of Industry, CA 91745 UNITED STATES
Attorney information	Renee L. Williams Bryan Cave LLP 120 Broadway Suite 300 Santa Monica, CA 90401 UNITED STATES renee.williams@bryancave.com Phone:(310) 576-2116

Applicant Information

Application No	78717681	Publication date	05/08/2007
Opposition Filing Date	11/05/2007	Opposition Period Ends	11/04/2007
Applicant	Gordo Enterprises, Inc. 427 E. Michigan Avenue Kalamazoo, MI 49007 UNITED STATES		

Goods/Services Affected by Opposition

Class 016.

All goods and services in the class are opposed, namely: Stationery and school supplies, namely, typewriter paper, copying paper, envelopes, theme pads, notebooks, note paper, writing paper, scribble pads, binder paper, binders, book covers, coloring books, drawing books, activity books, luminous paper, adhesive note paper, crepe paper, tissue paper and staples, flags of paper, pennants of paper, pens, pencils, ball-point pens, pen sets, pencil sets, porous-point pens, rolling ball pens, broad-tip markers, stamping ink and writing ink, ink pads, rubber stamps, coloring pencils, chalk, correcting fluid for type, rubber erasers, pencil sharpeners, paper clips, drawing pens, drawing rulers, adhesive tape for stationery use, dispensers for adhesive tape for stationery use, staplers, stencils, document holders, clip boards, notepad holders, bookends

Grounds for Opposition

Dilution	Trademark Act section 43(c)
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Mark Cited by Opposer as Basis for Opposition

U.S. Registration	2408405	Application Date	10/05/1999
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No.			
Registration Date	11/28/2000	Foreign Priority Date	NONE
Word Mark	DUB		
Design Mark			
Description of Mark	NONE		
Goods/Services	Class 016. First use: First Use: 2000/02/13 First Use In Commerce: 2000/02/13 Printed matter, namely, magazines featuring stories, articles, photography, and advertising pertaining to automotive trends, fashions and culture Class 041. First use: First Use: 2000/02/13 First Use In Commerce: 2000/02/13 [entertainment services, specifically the production of a series of cable television programs]		

Related Proceedings	Serial Number 78717666
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Attachments	75816419#TMSN.gif (1 page)(bytes) dub notice 2.PDF (19 pages)(1033361 bytes)
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Certificate of Service

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

Signature	/Renee L. Williams/
Name	Renee L. Williams
Date	11/05/2007

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

In re: Serial No. 78/717,666
For the Mark: DUB
Filing Date: September 21, 2005
Date Published for Opposition: May 8, 2007
Applicant: Gordo Enterprises, Inc.

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DUB PUBLISHING, INC.,)	Opposition No.: _____
)	
Opposer,)	
)	
v.)	
GORDO ENTERPRISES, INC.,)	
)	
Applicant.)	
)	
-----)	
	x	

United States Patent and Trademark Office
Trademark Trial and Appeal Board
P.O. Box 1451
Alexandria, Virginia 22313-1451

NOTICE OF OPPOSITION

DUB Publishing, Inc., a corporation organized under the laws of the State of California, having an office and place of business at 16815 Johnson Drive, City of Industry, California 91745 ("Opposer"), believes that it will be damaged by the registration of U.S. Trademark Application Serial No. 78/717,666 (the "666 Application") as it relates to the goods and services in International Classes 30, 32 and 33 as listed in the '666 Application. Opposer uses and/or licenses its DUB® marks in a wide variety of goods and services and is currently considering using and/or licensing its DUB® mark in connection with goods that

are similar or identical to those listed in the '666 Application. Thus the registration of the '666 Application will cause harm to DUB and DUB hereby opposes registration of same.

As grounds therefore, it is alleged that:

1. On October 5, 1999, Opposer, in the name of its founder, Myles Kovacs, filed U.S. Trademark Application Serial No. 75/816,419, which application reserved rights in and to the mark DUB. Commencing at least as early as February 13, 2000, Opposer, through itself and through its founder, Myles Kovacs, used its DUB® mark in connection with entertainment services and related promotional goods and services. Opposer currently uses or licenses the use of its DUB® mark in connection with a wide variety of goods and services including by way of example only, clothing, car audio and video products, license plate holders, automotive chrome badges, automotive themed calendars, automotive floor mats, other automotive accessories, an automotive trade show and entertainment exhibition and related retail services. On November 28, 2000, Opposer, through its founder, Myles Kovacs, was issued, and continues to own, U.S. Trademark Registration No. 2,408,405 for the mark DUB®, covering “printed matter, namely magazines featuring, stories, articles, photography and advertising pertaining to automotive trends, fashions and culture.”

2. On November 28, 2000, Opposer, through its founder, Myles Kovacs, was issued, and continues to own, U.S. Trademark Registration No. 2,408,405 for the mark DUB®, covering “printed matter, namely magazines featuring, stories, articles, photography and advertising pertaining to automotive trends, fashions and culture.”

3. On November 30, 2004, Opposer's founder, Myles Kovacs, assigned U.S. Trademark Registration No. 2,408,405 for the mark DUB® to Opposer via a Nunc Pro Tunc Trademark Assignment, effective as of October 8, 2001.

4. By nature of the inherent and/or long acquired distinctiveness of Opposer's valuable and well-known DUB® marks, the long duration and extensive use of the DUB® marks on and in connection with entertainment services and related promotional goods and services, and the strong recognition and reputation of the DUB® marks among the

consumers and the relevant purchasing public, as being the source of origin of DUB's® high quality goods and services the DUB® marks have become famous.

5. On September 21, 2005, Applicant filed the '666 Application claiming to own DUB marks in International Classes 30, 32 and 33.

6. Upon information and belief, on July 9, 2007, a Consent Judgment was entered against Applicant in the State of Michigan in the Circuit Court for the County of Kalamazoo in favor of Firth Third Bank (the "Bank"). Pursuant to the Consent Judgment the Bank was awarded a judgment for \$1,647,290 as well as all of Applicant's "Collateral," which includes "all trademarks, trade names, and all goodwill and intellectual property associated therewith in which Gordo Enterprises, Inc. has any interest." Attached hereto as Exhibit "A" is a true and correct copy of the July 9, 2007 Consent Judgment entered against Applicant.

7. As a result of the July 9, 2007 Consent Judgment, Applicant does not have any legal rights in the mark applied for in the '666 Application, or any other similar marks, applications, or registrations.

8. As a result of the July 9, 2007 Consent Judgment, Applicant is not the owner of the '666 Application or of the mark applied for therein.

9. Furthermore, even if the Board were to find that Applicant has legal rights in the mark applied for in the '666 Application, Applicant seeks registration of Opposer's distinctive, valuable, well-known and famous DUB® marks thereby causing dilution of same.

10. Applicant's application was filed on September 21, 2005, long after Opposer's DUB® marks became famous.

11. The '666 Application, if registered will serve to dilute the distinctive nature of Opposer's DUB® marks by lessening the ability and capacity of these marks to identify and distinguish Opposer as the sole source of origin of its high quality goods.

12. By virtue of Applicant's acts hereinabove described, the '666 Application is unregistrable under the provisions of, *inter alia*, the Federal Trademark Dilution Act, 15 U.S.C. § 1125(c).

WHEREFORE, Opposer believes that it is or will be damaged by the registration of Serial No. 78/717,666 and opposes the application for registration thereof.

Please charge the fee of \$300, as set forth in 37 CFR 2.6(a)(17), for filing of this Notice to Deposit Account No. 02-4467. It is believed that no other fees are due with this Notice of Opposition. However, if there are any such other fees, they may be charged on Deposit Account No. 02-4467.

Opposer hereby appoints Christopher L. Dueringer, Evan Y. Chuck, Paul N. Tauger, Mark A. Paskar, Andrew W. Klungness, Lindsay E. Cohen and Renee L. Williams, all members of the Bars of the States of California, Illinois and/or Missouri, all of the law firm of Bryan Cave LLP as its attorneys with full powers of substitution and revocation to prosecute this opposition proceeding and to transact all business in and before the United States Patent and Trademark Office, and requests that all correspondence regarding the opposition be directed to Christopher L. Dueringer, Esq. at Bryan Cave LLP, 120 Broadway, Suite 300, Santa Monica, CA 90401.

Respectfully submitted,

BRYAN CAVE LLP

Date: November 5, 2007

By: /s/Renee L. Williams
Christopher L. Dueringer
Mark A. Paskar
Renee L. Williams

Attorneys for Opposer Dub Publishing, Inc.

Gordo Enterprises vs. DUB Publishing, Inc.

Cancellation No. _____

DUB Publishing offering the following exhibit:

EXHIBIT “A”

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF KALAMAZOO

FIFTH THIRD BANK (WESTERN
MICHIGAN), a Michigan banking
corporation,

Plaintiff

v

GORDO ENTERPRISES, INC., a Michigan
corporation, and JOHN S. GORDON, jointly
and severally, IRWIN UNION BANK AND
TRUST CO., MARLIN LEASING CORP.,
and DIAXIS, L.L.C.

Defendants

Case No. 07-0060-CK

Hon. Philip D. Schaefer

**FINAL CONSENT JUDGMENT GRANTING
FINAL POSSESSION OF COLLATERAL,
MONEY JUDGMENT, AND FOR
DECLARATORY RELIEF AS TO
DEFENDANTS JOHN S. GORDON AND
GORDO ENTERPRISES, INC., AND FINAL
DEFAULT JUDGMENT AS TO DEFENDANT
IRWIN UNION BANK & TRUST CO.**

Steven E. Bratschie (P35726)
STEVEN E. BRATSCHIE & ASSOCIATES, P.C.
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535 Greenwood, S.E., P.O. Box 6878
Grand Rapids, MI 49516-6878
(616) 454-6005

Cody H. Knight (P64811)
RAYMAN & STONE
Attorneys for Defendant Gordo Enterprises, Inc.
141 E. Michigan Ave.
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(269) 345-5156

Bruce R. Grubb (P27632)
VARNUM, RIDDERING, SCHMIDT & HOWLETT LLP
Attorneys for Defendant Irwin Union Bank
251 N. Rose Street, Fourth floor
Kalamazoo, MI 49007-3823
(269) 553-3545

Perry G. Pastula (P35588)
DUNN SCHOUTEN & SNOAP PC
Attorneys for Defendant John S. Gordon
2745 DeHoop Ave. SW
Wyoming, MI 49509
(616) 538-6380

At a session of said Court, held in the Courthouse,
in Kalamazoo, Kalamazoo County, Michigan,
entered this July 9, 2007,
but effective as of May 7, 2007

PRESENT: HON. PHILIP D. SCHAEFER
Circuit Court Judge

This matter having come before the Court on Plaintiff's Motion for Entry of Default Judgment, and the Court having been provided this Judgment to replace the Default Judgment entered on May 7, 2007, nunc pro tunc to be effective May 7, 2007, and the Court being otherwise fully advised in this matter;

IT IS ORDERED, ADJUDGED AND DECREED:

1. Fifth Third Bank is granted final possession of the following items of personalty of Gordo Enterprises, Inc. ("Collateral"):

(a) All accounts, chattel paper, instruments, investment property, deposit accounts, general intangibles and letter-of-credit rights, wherever located, now owned and in the future acquired by Debtor, Gordo Enterprises, Inc. ("Debtor"), and in (1) all proceeds of the foregoing, including, without limitation, all cash, checks, drafts, accounts receivable, chattel paper, leases and instruments that Debtor receives in connection with any sale, lease, license, exchange or other disposition of any of the foregoing, and (2) all books, records (including computer software) and documents that at any time evidence or relate to any of the foregoing or any proceeds of the foregoing;

(b) All equipment (including vehicles) and fixtures, wherever located, now owned and in the future acquired by Debtor, Gordo Enterprises, Inc., and all chattel paper evidencing any past, present or future leasing of the equipment or fixtures and in (1) all proceeds of the foregoing, including, without limitation, all cash, checks, drafts, accounts receivable, chattel paper, leases and instruments that Debtor receives in connection with any sale, lease, license, exchange or other disposition of any of the foregoing, and (2) all books, records (including computer software) and documents that at any time evidence or relate to any of the foregoing or any proceeds of the foregoing;

(c) All inventory, wherever located, now owned and in the future acquired by Debtor, Gordo Enterprises, Inc., all bills of lading, warehouse receipts and other documents of title evidencing inventory, and all rights of stoppage in transit of inventory, all chattel paper evidencing any past, present or future leasing of inventory and all letter-of-credit rights under all existing and future letters of credit securing all or part of the purchase price of inventory that has been or is in the future sold by Debtor, and in (1) all proceeds of the foregoing, including, without limitation, all cash, checks, drafts, accounts receivable, chattel paper, leases and instruments that Debtor receives in connection with any sale, lease, license, exchange or other disposition of any of the foregoing,

and (2) all books, records (including computer software) and documents that at any time evidence or relate to any of the foregoing or any proceeds of the foregoing;

(d) All trademarks, tradenames, and all goodwill and intellectual property associated therewith in which Gordo Enterprises, Inc., has any interest including, but not limited to, the following trademarks, tradenames, patents, including all right to pursue, collect and enforce claims for past or future damages for past or future infringement as well as all royalty payments arising from any license agreements related thereto, either previously existing or hereafter entered into: DUB, U.S. Patent Serial Nos. 78856239, 78717677, 78717684, 78664721, 78717666, 78717681, 78758540, 78749593, 78727259, 78717679, 78664765, 78664757, 78664750, 78664740, 78650543, 75471416 and on Exhibit 1 to the extent Gordo Enterprises, Inc., has any interest in the marks on Exhibit 1.

2. Defendants Gordo Enterprises, Inc., John S. Gordon, and Irwin Union Bank and Trust shall not have any further right to the Collateral, the Sheriff having previously seized the Collateral pursuant to this Court's prior orders which are hereby incorporated by this reference and reaffirmed as final orders, except that this Court's show cause order of March 14, 2007, is hereby modified to delete the prohibition against John S. Gordon leaving the State of Michigan.

3. The value of the Collateral is not determined but is believed to be less than the total Indebtedness.

4. The Defendants Gordo Enterprises, Inc. and John S. Gordon are hereby ordered to refrain from damaging, destroying, concealing, disposing of, or using so to substantially impair its value the Collateral.

5. The failure of any part to obey the provisions of this Order may result in their being found in contempt of this Court and subject to the appropriate penalties for same, including imprisonment in the county jail or fined.

6. The Plaintiff is authorized to sell the Collateral after providing notice required by applicable law to Defendants Gordo Enterprises, Inc., John S. Gordon or Irwin Union Bank and Trust

and any proceeds arising from the sale of any of the Collateral shall be made payable solely to Plaintiff and delivered to Plaintiff's attorney, Steven E. Bratschie & Associates, P.C.

7. Any proceeds arising from the sale of the Collateral shall be applied in the following priority:

- a. Costs of repossession, improvement, or enforcement of any aspects of the Collateral (including any costs to prepare the Collateral for sale, reasonable attorney's fees incurred in pursuing any claims for infringement or collection of other amounts due to Gordo Enterprises as a result of the Collateral);
- b. Interest owing from Defendants Gordo Enterprises, Inc., John S. Gordon on the Judgment; and
- c. Principal owing on the Judgment.

8. Nothing in this Order shall impact Plaintiff's ability to otherwise proceed against Defendants Gordo Enterprises, Inc. and John S. Gordon and enforce the money judgment.

9. A money judgment in the amount of \$1,647,289.94 is hereby entered in favor of Fifth Third Bank and against Defendants Gordo Enterprises, Inc. and John S. Gordon jointly and severally, as follows:

Principal	\$1,502,244.72
Interest up to date of complaint 2/2/07 at the rate of 13.25 % (prime + 5%) per ¶ 11 of the Note.	\$34,581.47
Late and Other Fees	\$ 2,392.37
Attorney Fees and Costs through 4/27/07	55,002.79

Sub Total	\$1,594,221.35
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Interest Post Filing per MCLA § 600.6013(7) capped at 13% to 5/7/07 (per diem \$570.63)	\$53,068.59
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Total Amount of Judgment	\$1,647,289.94
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Interest shall accrue at the rate of 13% pursuant to MCLA § 600.6013(7).

10. Defendants Gordo Enterprises, Inc. and John S. Gordon shall be obligated to pay any further costs of collection incurred by Plaintiff, including attorney's fees, subsequent to the date of this Judgment. Plaintiff may request a supplemental judgment to recover such costs.

11. Irwin Union Bank and Trust's security interest in any of the Collateral identified in paragraph (1)(a)-(d) or any other asset of Defendants Gordo Enterprises, Inc. and John S. Gordon is hereby declared inferior and lower in priority to Fifth Third Bank's security interest.

12. Defendants Gordo Enterprises, Inc., and John S. Gordon are hereby ordered to fully cooperate with all reasonable requests submitted by Fifth Third Bank or its attorneys to assist, facilitate, provide information, access codes, passwords, testimony, and any other reasonable actions requested by Fifth Third Bank with regard to the Collateral. This obligation includes, but is not necessarily limited to, the following:

a. Making himself available for testimony in the case of Gordo Enterprises, Inc., v Nike, Inc., Case No. 07 CV 794 (DLC) presently pending in the Southern District Court for the State of New York, or any derivative suit or subsequent suit arising therefrom or subsequently instituted by Fifth Third Bank ("Nike Case");

b. Meet with counsel for Fifth Third Bank to maximize/sell any aspect of the Collateral to potential buyers.

c. Turn over all records and information not previously provided regarding all aspects which may comprise portions of the Collateral or may result in the maximization of the Collateral's value to Fifth Third Bank;

d. Provide Fifth Third Bank's attorneys with information within 72 hours of receipt regarding any inquiries to purchase any portions of the Collateral;

e. Provide notice within 72 hours of any actions known to Defendant John S. Gordon taken by any landlord where any of the Collateral is located with regard to any

proceedings to evict Gordo Enterprises, Inc., from the premises or otherwise attempt to remove any of the Collateral from any premises where it is presently located.

13. Fifth Third Bank shall be entitled to enforce any and all infringement claims regarding the Collateral and/or tradenames/trademarks including the claims asserted in the Nike Case, Case No. 07 CV 794 (DLC), and shall have the sole and exclusive right to make any decisions with regard to the claims asserted, including settlement of all claims asserted (for past and future infringement damages) and add the costs incurred for such prosecution for the Nike Case or any other infringement case that it chooses to pursue to the amounts owing pursuant to this Judgment which Gordo Enterprises, Inc., agrees are reasonable and necessary costs to maximize the value of the Collateral. Notwithstanding the foregoing, nothing in this Judgment shall obligate Fifth Third Bank to take any actions to enforce any claims asserted in the Nike Case or any other infringement claims against other potential liable parties, which Fifth Third Bank may, in its sole discretion, choose to pursue, dismiss or not pursue.

14. Defendant Irwin Union Bank and Trust is required to turn over all funds from and after this date subsequently received by it from and after this date that are derived from or attributable to any accounts of Defendants Gordo Enterprises, Inc. and John S. Gordon or in any way related to Defendants Gordo Enterprises, Inc. and John S. Gordon; such funds shall be immediately forwarded to counsel for Plaintiff Steven E. Bratschie and Associates, PC whenever received by Irwin Union Bank and Trust. Notwithstanding the foregoing, Irwin Union Bank and Trust shall retain all rights under any agreements with respect to any deposit accounts of Defendant Gordo Enterprises, Inc., and John S. Gordon retained at Irwin Union Bank and Trust and Fifth Third Bank is not the "owner" or "account holder" of any accounts maintained by Defendants Gordo Enterprises, Inc., and or John S. Gordon at Irwin Union Bank and Trust. Irwin Union Bank and Trust hereby represents that as of March 14, 2007, and at present, the deposit accounts of Defendant Gordo Enterprises, Inc., at Irwin Union Bank

and Trust had a negative balance and no funds are available to turn over to Fifth Third Bank in accordance with this Court's Order of March 14, 2007.

15. This Judgment shall act as a final adjudication on the merits of all issues and claims between the parties against whom it is entered except that the Plaintiff's request and its rights to hold Defendant Gordo Enterprises, Inc., and Scott Gordon in contempt for violation of this Court's previous orders shall survive the entry of the Judgment.

16. This money judgment and judgment granting possession of the Collateral to Fifth Third Bank is a final judgment as to Defendants, Gordo Enterprises, Inc., John S. Gordon and Irwin Union Bank, and there is no just cause for delay.

This is not a final judgment and does not resolve the last pending claim or close this case due to the case still pending against defendants Marlin Leasing Corp. and Diaxis, L.L.C.

RICHARD RYAN LAMB

For
Hon. Philip D. Schaefer
Circuit Court Judge

APPROVED AS TO FORM AND CONTENT FOR ENTRY:

DUNN, SCHOUTEN & SNOAP PC
Attorneys for John S. Gordon

By

Perry Pastula per
Perry Pastula *attached written authorization*
by Steven Bratschie

RAYMAN & STONE
Attorneys for Gordo Enterprises, Inc.

By

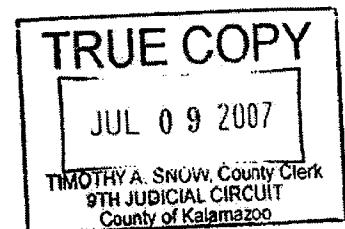
Cody Knight per
Cody H. Knight *attached written*
authorization by
Steven Bratschie

GORDO ENTERPRISES, INC.

By

John Gordon per
John S. Gordon *attached written authorization*
Its President *attached - by Steven Bratschie*
John Gordon per written
John S. Gordon *authorization attached by*
Steven Bratschie

Prepared by:
Steven E. Bratschie (P35726)



and Trust had a negative balance and no funds are available to turn over to Fifth Third Bank in accordance with this Court's Order of March 14, 2007.

15. This Judgment shall act as a final adjudication on the merits of all issues and claims between the parties against whom it is entered except that the Plaintiffs request and its rights to hold Defendant Gordo Enterprises, Inc., and Scott Gordon in contempt for violation of this Court's previous orders shall survive the entry of the Judgment.

16. This money judgment and judgment granting possession of the Collateral to Fifth Third Bank is a final judgment as to Defendants, Gordo Enterprises, Inc., John S. Gordon and Irwin Union Bank, and there is no just cause for delay.

This is not a final judgment and does not resolve the last pending claim or close this case due to the case still pending against defendants Marlin Leasing Corp. and Dixie, L.L.C.

Hon. Philip D. Schaefer
Circuit Court Judge

APPROVED AS TO FORM AND CONTENT FOR ENTRY:

DUNN, SCHOUTEN & SNOAP PC
Attorneys for John S. Gordon

By


Perry Pastula

RAYMAN & STONE
Attorneys for Gordo Enterprises, Inc.

By


Cody H. Knight

GORDO ENTERPRISES, INC.

By


John S. Gordon
Is President

John S. Gordon

Prepared by:
Steven E. Bratschie (P35726)

STEVEN E. BRATSCHIE & ASSOCIATES, P.C.
Attorneys for Plaintiff
535 Greenwood, S.E., P.O. Box 6878
Grand Rapids, MI 49516-6878
(616) 454-6005

Ref No.	Trademark Database	Status	Class	Goods/Services	Owner Name	Goods/Services Translation
1	DUB	Denmark	REGISTRERIN 25 G (REGISTRATI ON)	KLASSE 25 : BEKLAEDNINGSGENSTANDE, BUKSER, T-SHIRTS, BLUSER, NEDERDELE, JAKKER, FRAKKER, HOVEDBEKLAEDNING.	Gordo Enterprises, Inc. a corporation of the State of Michigan	CLASS 25 : CLOTHING, KNITWEAR, T SHIRTS, BLOUSES, SKIRTS, JACKETS, COATS, HATS.
2	DUB	Finland	REGISTERED 25	25 VAATTEET; HOUSUT, T-PAIDAT, PUSEROT, PAIDAT, TAKIT, PAALLYSTAKIT, PIKKUTAKIT, PAAHINEET.	GORDO ENTERPRISES, INC.	25 CLOTHING: PANTS, T-SHIRTS, BLOUSONS, SHIRTS, COATS, OVERCOATS, JACKETS; HEADGEAR.
3	DUB	Germany	EINTRAGUNG 25 (REGISTRATI ON)	25 : BEKLEIDUNG, NAEMLICH JEANS, T-SHIRTS, JACKEN UND KAPPEN.	GORDO ENTERPRISES, INC.	25 : DRESS, NAMELY JEANS, T SHIRTS, JACKETS AND CAPS.
4	DUB TM BRAND WEATHERGE AR	Hungary	REGISTRATIO N 25	25 RUHAZATI CIKKEK, CIPOK, KALAPARUK.	Gordo Enterprises Inc	25 CLOTHING, SHOES, HATS.
5	DUB	Sweden	REGISTERED 25	25 KLADER, NAMLIGEN JEANS, T-SHIRTS, JACKOR, KAVAJER OCH MOSSOR.	Gordo Enterprises, Inc.	25 CLOTHES, NAMELY JEANS, T-SHIRTS, JACKETS, JACKETS AND CAPS.

EXHIBIT 1

25 CLOTHING,
PANTALONS, T
SHIRTS,
CHEMISETTES,
CHEMISES, JACKETS,
COATS, HEADGEAR
FOR WEAR,
-BONNETS-
-CASQUETTES-
HATS.

25 VETEMENTS, PANTALONS, T-SHIRTS, CHEMISETTES, Gordo Enterprises Inc.
CHEMISES, VESTES, MANTEAUX, CHAPELLERIE.
BONNETS, CASQUETTES, CHAPEAUX.

REGISTRATIO 25
N

Switzerland

DUB

6

Gordo Enterprises, Inc.

(FRENCH)25 VETEMENTS, A SAVOIR VESTES;
PANTALONS; CASQUETTES; CHAUSSETTES; TEE-
SHIRTS, SOUS-VETEMENTS.
(SPANISH)25 VESTIDOS, EN CONCRETO CHAQUETAS;
PANTALONES; GORRAS; CALCETINES; CAMISETAS;
ROPA INTERIOR.
(ITALIAN)25 ARTICOLI DI ABBIGLIAMENTO, OVVERO
GIACCHE; PANTALONI; BERRETTI CON VISIERA; CALZINI;
T-SHIRT; BIANCHERIA INTIMA.
(GERMAN)25 BEKLEIDUNGSSTUECKE, NAEMLICH
JACKEN; HOSEN; MUETZEN; SOCKEN; T-SHIRTS;
UNTERBEKLEIDUNG.
(DANISH)25 BEKLAEDNINGSGENSTANDE, NEMLIG
JAKKER; BENKLAEDER; KASKETTER; SOKKER; T-SHIRTS;
UNDERTOJ.
(DUTCH)25 KLEDINGSTUKKEN, TE WETEN JASJES;
PANTALONS; PETTEN; SOKKEN; T-SHIRTS;
ONDERKLEEDING.
(PORTUGUESE)25 VESTUARIO, NOMEADAMENTE
CASACOS; CALCAS; BONES; PEUGAS; T-SHIRTS; ROUPA
INTERIOR.
(FINNISH)25 VAATTEET, NIMITTÄIN PUSAKAT; HOUSUT;
LAKIT; SUKAT; T-PAIDAT; ALUSASUT.
(SWEDISH)25 KLAEDER, NAEMLIGEN JACKOR; BYXOR;
MOESSOR; SOCKOR; T-TROEJOR; UNDERKLAEDER.
(ENGLISH)25 CLOTHING, NAMELY JACKETS; TROUSERS;
CAPS; SOCKS; T-SHIRTS; UNDERWEAR

REGISTRATIO 25
N

Community
Trademarks

Design Only

7

DIAxis, LLC

REGISTRATIO 25
N

Austria

DUB

1

NICHT
VEROEFFENT
L.
ANMELDUNG
(UNPUBLISHE
D
APPLICATION

2	DUD	Benelux	CANCELLED MARK	25	(DUTCH) KL 25 KLEDING; BROEKEN, T-SHIRTS, BLOEZEN, SHIRTS, JACKETS, JASSEN; HOOFDEKSELN, VETEMENTS, PANTALONS, CALECONS, CULOTTES COURTES, CHEMISES, CHEMISETTES, TEE-SHIRTS, VESTES, MANTEAUX CHAPEAUX, CHAPELLERIE.	Diaxis, LLC, California corporation
3	DROORS	France	ENREGISTRE MENT (REGISTRATI ON)	25	25 : BEKLEIDUNG, NAEMLICH JEANS, SHORTS, HEMDEN, HUETE, JACKEN.	DIAXIS, LLC Societe organisee selon les lois de l'Etat de Californie
4	DROORS	Germany	EINTRAGUNG (REGISTRATI ON)	25	09 OPTIKAI, SULYMERO, EGYEB MERO-, JELZO-, ELLENORZO, FLETMENTO ES OKTATOBERENDEZESEK ES FELSZERELESEK. 25 RUHAZATI CIKKEK, CIPOK, KALAPARUK.	Diaxis, LLC
5	DROORS MFG CO. SKATEBOARD ING	Hungary	REGISTRATIO N	9 25	25 ARTICOLI DI ABBIGLIAMENTO PANTALONI LUNGHI E CORTI TUTE CAMICIE GIACCHE SCARPE E CAPPPELLERIA	Diaxis, LLC, a California limited liability company
6	DROORS	Italy	DEPOSITO NON PUBBLICATO (UNPUBLISHED APPLICATION CANCELLATION) CANCELLAMEN TO DA MARGA (CANCELLED MARK)	25	CLASSE 25 - ARTIGOS DE VESTUARIO; CALÇAS; T-SHIRTS; BLUSAS; CASACOS; CASACOS COMPRIDOS; CHAPELARIA.	DIAXIS, LLC
7	DUB	Portugal	APPLICATION CANCELLATION CANCELLAMEN TO DA MARGA (CANCELLED MARK)	25	ARTICULOS DE VESTIR, PANTALONES, CAMISETAS, BLUSAS, CAMISAS, CHAQUETAS, ABRIGOS Y SOMBRERERIA.	DIAXIS, LLC
8	DUB	Spain	SOLICITUD CANCELADA (CANCELLED APPLICATION)	25	25 JEANS, SHORTS, SKJORTOR, HATTAR SAMT	Diaxis, LLC
9	DROORS	Sweden	REGISTERED	25	25 : VETEMENTS, PANTALONS, CALECONS, CULOTTES COURTES, CHEMISES, CHEMISETTES, T-SHIRTS.	Diaxis, LLC
10	DROORS	Switzerland	REGISTRATIO N	25	CLASS 25. JEANS, SHORTS, SHIRTS, HATS AND JACKETS.	Diaxis, LLC
	DROORS	United Kingdom	REGISTRATIO N	25		

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(FRENCH)25 VETEMENTS; JEANS; PANTALONS; T-SHIRTS; CASQUETTES; CHAPEAUX; CHAUSSETTES; SOUS-VETEMENTS.
(SPANISH)25 VESTIDOS; TEJANOS; PANTALONES; CAMISETAS; GORROS; SOMBREROS; CALCETINES; ROPA INTERIOR.
(ITALIAN)25 ARTICOLI DI ABBIGLIAMENTO; JEANS; PANTALONI; T-SHIRT; BERRETTI; CAPPELLI; CALZINI; BIANCHERIA INTIMA.
(GERMAN)25 BEKLEIDUNGSSTUECKE; JEANS; HOSEN; T-SHIRTS; MUETZEN; HUETE; SOCKEN; UNTERBEKLEIDUNG.
(DANISH)25 BEKLAEDNINGSGENSTANDE; COWBOYBUKSER; BENKLAEDER; T-SHIRTS; KASKETTER; HATTE; SOKKER; UNDERTØJ.
(DUTCH)25 KLEDINGSSTUKKEN; JEANS; PANTALONS; T-SHIRTS; PETTEN; HOEDEN; SOKKEN; ONDERKLEDING.
(PORTUGUESE)25 VESTUÁRIO; CALÇAS DE GANGA; CALÇAS; T-SHIRT; BONES; CHAQUETAS; BOLA DE JACQUE.
(FRENCH)25 JEANS, SHORTS, CHEMISES, CHAPEAUX ET VESTES.
(SPANISH)25 VAQUEROS, PANTALONES CORTOS, CAMISAS, SOMBREROS Y CHAQUETAS.
(ITALIAN)25 JEANS, PANTALONCINI, CAMICIE, CAPPELLI E GIACCHE.
(GERMAN)25 JEANS, SHORTS, HEMDEN, HUETE UND JACKEN.
(DANISH)25 COWBOYBUKSER, SHORTS, SKJORTER, HATTE OG JAKKER.

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13 DROORS Community Trademarks REGISTRATIO N 25

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14 DROORS Japan Registered 25
5 DUBELU Japan Registered 25

CERTIFICATE OF SERVICE

I hereby certify that on this 5th day of November, 2007, I have caused to be mailed, by first class-mail, postage-prepaid, a true and correct copy of DUB Publishing, Inc.'s Notice of Opposition and the Electronic System for Trademark Trials and Appeals Receipt for Notice of Opposition, to:

Gary H. Fechter, Esq.
McCarter & English, LLP
245 Park Avenue
27th Floor
New York, NY 10167

/s/ Diane Kinder
Diane Kinder