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

Proceeding	91228578
Party	Plaintiff Ansell Limited
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Date	08/24/2016
Attachments	SOLSKYN - 204 - Answer to Solskyn CCs.pdf(19001 bytes)

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

Serial No.: 86-749204
Mark: SOLSKYN
Filing Date: September 7, 2015

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ANSELL LIMITED,

Opposer/Counter-Registrant,

Opposition No. 91228578

v.

SOLSKYN PERSONAL CARE LLC,

Applicant/Counter-Petitioner.

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**ANSWER TO COUNTERCLAIMS
OF APPLICANT SOLSKYN PERSONAL CARE, LLC
WITH AFFIRMATIVE DEFENSES**

Opposer, Ansell Limited (“Ansell” or “Opposer”), hereby answers and states its affirmative defenses to the Counterclaims of Applicant Solskyn Personal Care LLC (“Solskyn Counterclaims”), as follows:

1. Ansell is without knowledge or information sufficient to form a belief as to the truth of the factual allegations contained within Paragraph 1 of the Solskyn Counterclaims, and, accordingly, those allegations are denied.

2. Ansell admits the factual allegations contained within Paragraph 2 of the Solskyn Counterclaims.

3. Ansell is without knowledge or information sufficient to form a belief as to the truth of the factual allegations contained within Paragraph 3 of the Solskyn Counterclaims, and, accordingly, those allegations are denied.

4. Ansell is without knowledge or information sufficient to form a belief as to the truth of the factual allegations contained within Paragraph 4 of the Solskyn Counterclaims, and, accordingly, those allegations are denied.

5. Ansell admits the factual allegations contained within Paragraph 5 of the Solskyn Counterclaims, except denies that Ansell's registrations should be cancelled or be held invalid and unenforceable against Applicant.

6. Ansell admits the factual allegations contained within Paragraph 6 of the Solskyn Counterclaims.

7. Ansell is without knowledge or information sufficient to form a belief as to the truth of the factual allegations contained within Paragraph 7 of the Solskyn Counterclaims, and, accordingly, those allegations are denied.

8. Ansell admits the factual allegations contained within Paragraph 8 of the Solskyn Counterclaims.

9. Ansell admits the factual allegations contained within Paragraph 9 of the Solskyn Counterclaims.

10. Ansell admits the factual allegations contained within Paragraph 10 of the Solskyn Counterclaims.

11. Ansell admits the factual allegations contained within Paragraph 11 of the Solskyn Counterclaims.

12. Ansell admits the factual allegations contained within Paragraph 12 of the Solskyn Counterclaims.

13. Ansell admits the factual allegations contained within Paragraph 13 of the Solskyn Counterclaims.

14. Ansell admits the factual allegations contained within Paragraph 14 of the Solskyn Counterclaims.

15. Ansell admits the factual allegations contained within Paragraph 15 of the Solskyn Counterclaims.

16. Ansell admits the factual allegations contained within Paragraph 16 of the Solskyn Counterclaims.

17. Ansell admits the factual allegations contained within Paragraph 17 of the Solskyn Counterclaims.

18. Ansell admits the factual allegations contained within Paragraph 18 of the Solskyn Counterclaims.

19. Ansell denies the factual allegations contained within Paragraph 19 of the Solskyn Counterclaims.

20. Ansell denies the factual allegations contained within Paragraph 20 of the Solskyn Counterclaims.

21. Ansell denies the factual allegations contained within Paragraph 21 of the Solskyn Counterclaims.

22. Ansell denies the factual allegations contained within Paragraph 22 of the Solskyn Counterclaims.

23. Ansell denies the factual allegations contained within Paragraph 23 of the Solskyn Counterclaims.

24. Ansell repeats its responses to Paragraphs 1 through 23 of the Solskyn Counterclaims as if fully set forth herein, but otherwise denies the truth of the allegations contained within Paragraph 24 of the Solskyn Counterclaims.

25. Ansell denies the factual allegations contained within Paragraph 25 of the Solskyn Counterclaims.

26. Ansell denies the factual allegations contained within Paragraph 26 of the Solskyn Counterclaims.

27. Ansell denies the factual allegations contained within Paragraph 27 of the Solskyn Counterclaims.

28. Ansell denies the factual allegations contained within Paragraph 28 of the Solskyn Counterclaims.

29. Ansell denies the factual allegations contained within Paragraph 29 of the Solskyn Counterclaims.

30. Ansell denies the factual allegations contained within Paragraph 30 of the Solskyn Counterclaims.

31. Ansell repeats its responses to Paragraphs 1 through 30 of the Solskyn Counterclaims as if fully set forth herein, but otherwise denies the truth of the allegations contained within Paragraph 31 of the Solskyn Counterclaims.

32. Ansell is without knowledge or information sufficient to form a belief as to the truth of the factual allegations contained within Paragraph 32 of the Solskyn Counterclaims, and, accordingly, those allegations are denied.

33. Ansell denies the factual allegations contained within Paragraph 33 of the Solskyn Counterclaims.

34. Ansell denies the factual allegations contained within Paragraph 34 of the Solskyn Counterclaims.

35. Ansell denies the factual allegations contained within Paragraph 35 of the Solskyn Counterclaims.

36. Ansell denies the factual allegations contained within Paragraph 36 of the Solskyn Counterclaims.

37. Ansell denies the factual allegations contained within Paragraph 37 of the Solskyn Counterclaims.

38. Ansell denies the factual allegations contained within Paragraph 38 of the Solskyn Counterclaims.

GENERAL DENIAL

Ansell denies each and every factual allegation contained within the Solskyn Counterclaims that is not expressly admitted in this Answer. Further, Ansell does not concede any and all conclusions of law and legal opinions that may be set forth within the Solskyn Counterclaims, and reserves the right to dispute same.

AFFIRMATIVE DEFENSES

1. Counter-Petitioner's claims are barred, in whole or in part, by the doctrine of laches.
2. Counter-Petitioner's claims are barred, in whole or in part, by the doctrine of estoppel.
3. Counter-Petitioner's claims are barred, in whole or in part, by the doctrine of waiver.
4. Counter-Petitioner's claims are barred, in whole or in part, by the doctrine of acquiescence.
5. Counter-Petitioner's claims are barred, in whole or in part, by the doctrine of unclean hands.

6. Counter-Petitioner has failed to state a claim upon which relief may be granted.

7. Counter-Petitioner has failed to state a cognizable fraud claim pursuant to Fed. R. Civ. Proc. 9(b), which requires that the elements of fraud be pleaded with particularity.

8. Counter-Petitioner has failed to state a cognizable fraud claim pursuant to the standard promulgated by the Trademark Trial & Appeal Board in DaimlerChrysler Corp. v. American Motors Corp., 94 U.S.P.Q.2d 1086 (T.T.A.B. 2010).

9. Ansell hereby gives notice that it may rely upon such other and further defenses as may arise during discovery or otherwise in this proceeding, and reserves its right to amend this Answer to assert such defenses.

WHEREFORE, Ansell respectfully requests that Solskyn's Prayer for Relief be denied in all respects; further, that Ansell's Opposition be sustained, that the Opposed Application be rejected, and that registration of the Opposed Mark be refused and denied in all respects.

Dated: August 24, 2016

Respectfully submitted,

/Charles P. Guarino/
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Attorneys for Opposer Ansell Limited

CERTIFICATE OF SERVICE

It is hereby certified that a copy of the foregoing **ANSWER TO COUNTERCLAIMS OF APPLICANT SOLSKYN PERSONAL CARE, LLC WITH AFFIRMATIVE DEFENSES** was served upon Applicant/Counter-Petitioner this 24th day of August, 2016 by USPS First-Class Mail, postage prepaid, as follows:

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