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

Proceeding	91231958
Party	Plaintiff Primavera Life GmbH
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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matters of U.S. Application No. 86/873750
for the mark PRIMERA
and Registration No. 3632484
for the mark PRIMAVERA

PRIMAVERA LIFE GMBH,)	
)	
Opposer/Cancellation Defendant,)	Opposition No.: 91231958
)	Cancellation No.: 92065305
v.)	
)	
AMOREPACIFIC CORPORATION,)	
)	
Applicant/Cancellation Petitioner)	

**REPLY BRIEF IN SUPPORT OF OPPOSER/REGISTRANT'S MOTION FOR
SUMMARY JUDGMENT**

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March 8, 2018

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I. Introduction

In its response brief Applicant introduces irrelevant facts and focuses on peripheral immaterial facts in an effort to distract from the two core truths established by Opposer's primary brief and supporting evidence. Namely, (1) that the goods in the opposed in Application No. 86/873750 are legally identical to those that were listed in the application that was the subject of Opposition No. 91196106 (the "Issue Preclusive Decision") and that, thus, the present opposition must be sustained as a matter of law; and (2) that Opposer has proven its never having abandoned its rights in its PRIMAVERA mark. There is no genuine material factual issue concerning Opposer's ongoing use of its mark PRIMAVERA or its lack of intent not to resume use. Opposer's opposition should be sustained and Applicant's cancellation petition alleging abandonment should be denied as a matter of law.

II. Aspects of Applicant's Responsive Brief That Must Be Distinguished/Corrected

A. Goods Legally Identical

Applicant claims that there are facts that must be explored through discovery that bear on whether Applicant's goods at issue in the Issue Preclusive Judgment are the same as those on the application presently opposed. First of all, as explained in Section D below, discovery is closed. Second, and more substantively, there is no need to engage in discovery or testimony to determine whether two sets of goods wording are legally identical as a matter of law. That would require a full trial merely for purposes of confirming that trial never should have progressed in the first place because the issue of priority and likelihood of confusion was precluded and decided. That would defeat the purpose of summary judgment as an efficient trial procedure.

Applicant asserts that there is a factual question as to what "cosmetics" means, and that there must be a "finding of what it means". That is incorrect. The only goods item in the opposed application that is worded differently than were the goods in Applicant's earlier application is "liquid bath soaps", but in fact that wording identifies a cosmetic product and falls within the scope of the earlier application which covered "cosmetics".

Opposer notes that the Office's *Acceptable Identification of Goods and Services Manual* lists, "cosmetic preparations for baths" (Term ID 003-1646) and "cosmetic soaps" (Term ID 003-563) as acceptable goods wording identifications, which drives home the fact that liquid bath soaps are cosmetics. Print-outs of the relevant portions of the *Manual* are included at Exhibit A. Applicant boasts that it is "one of the world's largest and preeminent beauty companies" (18 TTABVUE 26, Joyce Dec. ¶ 4). Applicant is a cosmetic company that sells cosmetics, and the goods in the opposed application all qualify as cosmetics.

The Food and Drug Administration definition of "cosmetics" that Applicant cites is not relevant to the question of the identity of the goods at issue here. The FDA regulations define cosmetics for the narrow purposes of excluding them from the agency's regulatory safety oversight. Whether a type of product should be subject to consumer safety regulations has no bearing on what is considered a cosmetic product based upon ordinary accepted meaning in the marketplace. The Office's *Acceptable Identification of Goods and Services Manual* evidence and the "real world" evidence that Opposer included with its primary brief in support of this motion showing that liquid bath soaps are marketed as enhancing the skin's appearance and as beauty products, demonstrates that "liquid bath soaps" are types of cosmetics.

Applicant in its responsive brief quotes the Issue Preclusive Decision as follows: "... additional items that would be encompassed by the term 'cosmetics,' e.g., 'make-up preparations,' 'foundation cream' and 'make-up powder.'" (16 TTABVUE 9 & 33). Applicant thereafter claims that in the Issue Preclusive Decision the "the Board limited its classification of "cosmetics" to "'make-up preparations,' 'foundation cream' and 'make-up powder'". That is inaccurate. The Board purposefully included the lettering "e.g." before the wording "make-up preparations", "foundation cream" and "make-up powder" in its opinion, and was *not* limiting the meaning of the word "cosmetics".

In the Issue Preclusive Decision, the Board used the word "cosmetics" in a broad sense when comparing the parties' respective products. For example, the Board in that decision wrote, "The products

as identified in the respective registration and application are cosmetic items that are sold to the general public.” (16 TTABVUE 42).

In arguing that the respective goods are not legally identical, Applicant relies upon a number of non-precedential cases that are not relevant or persuasive. Applicant cites the *Wet Seal* case as supporting its position that further fact exploration is needed to determine what cosmetics are. The Board in that case was considering an examination refusal appeal, and *not* the legal identity of goods, and cited the thin evidentiary record established by the Examining Attorney as a basis for finding of lack of sufficient similarity between “cosmetics” and hair care products. Importantly, the Board in *Wet Seal* took issue with the overly technical definition of “cosmetic” that the Examining Attorney made of record, which in the Board’s view left questions as to whether the definition “accurately reflects the realities of the marketplace.” *In re Wet Seal, Inc.*, Serial No. 73384, 2004 WL 1294386 (T.T.A.B. May 27, 2004). In contrast, Opposer provided with its primary brief contextual, marketplace evidence of the true expanse of how cosmetic marketers and retailers define cosmetics and, particularly, that they define the term to include “liquid bath soap”.

Applicant relies upon the *Velentino Gitto* decision as standing for the proposition that the Board considers expert witness testimony for purposes of determining the scope of goods. In the *Velentino Gitto* case, the Board considered expert testimony in the context of applying the similarity of goods *Dupont* likelihood of confusion test factor. It did not involve any question of the legal identity of goods, nor the definition of the word “cosmetics.” *Johnson & Johnson v. Valentino Gitto*, Opposition No. 91197584, 2014 WL 1390521 (T.T.A.B. Mar. 28, 2014).

Applicant quotes extensively from and heavily relies upon the *Phuoc* decision. The *Phuoc* decision involved the question of the breadth of the term “cosmetics”, but found that “medicated lotions” are not cosmetics. That is inapposite to the present case because all of the respective goods at issue in the present case are non-medicated International Class 3 cosmetics as opposed to International Class 5 medicated substances. *In re Daniel T. Phuoc*, Ser. No. 773068, 2009 WL 1228530, at *4 (T.T.A.B. Apr. 29, 2009). Applicant in its brief claims that the Board “must” follow *Phuoc*, but *Phuoc* is non-

precedential and may be cited merely for any persuasive effect (and it has no persuasive effect in the context of this motion).

Applicant also argues that the Federal Circuit *Mayer/Berkshire* decision helps its cause, but that decision involved the question of whether collateral estoppel was appropriate where the earlier decision was a federal court decision and the proceeding in question was a Board proceeding. The Board did not recognize issue preclusion in that case due to the different legal standards and considerations that apply to court proceedings as opposed to Board proceedings, distinctions that are not relevant to the consolidated proceedings at issue here, or to the present motion. *Mayer/Berkshire Corp. v. Berkshire Fashions, Inc.*, 76 U.S.P.Q.2d 1310 (Fed. Cir. 2005).

Finally with respect to the question of the identity of the goods at issue in the respective actions, Opposer takes issue with Applicant's suggestion that Applicant's ownership of registrations specific to a stylized version of the word PRIMERA somehow clouds the facts as to whether the respective goods are legally identical and whether the earlier action was fully litigated. Opposer's having not taken action with respect to a logo form of a given word cannot prejudice its ability to act with respect to a standard character application for that same word, which is an application for a different kind of right. *Citigroup Inc. v. Capital City Bank Group Inc.*, 98 U.S.P.Q.2d 1253, 1259 (Fed. Cir. 2011) (a registrant that obtains a standard character mark "is entitled to depictions of the standard character mark regardless of font, style, size, or color"). To the extent that the PRIMERA logo registration evidence submitted by Applicant is probative of anything, because the goods and services are qualified in the registrations by "cosmetics" and "field of cosmetics" the evidence merely supports Opposer's position that Applicant is purely a cosmetics company, and that goods in the opposed application are cosmetics.

B. Opposer Did Not Intentionally Abandon Its PRIMAVERA Mark

Applicant takes the position that the date-stamped delivery notes bearing the PRIMAVERA mark from October 2005 to at least as recently as September 2017 are not sufficient to overcome Applicant's claims of abandonment. Those documents instead are forceful evidence of Opposer's consistent use of the PRIMAVERA mark in U.S. commerce. Applicant also asserts that Opposer's declaration averments

that Opposer never ceased use of PRIMAVERA with the intent not to resume use are merely self-serving and entitled to no more weight than a denial in a pleading. That is not true, declaration statements where substantiated by objective evidence supporting the statements, which is the case here, can be entitled to evidentiary weight sufficient to support a summary judgment motion. See *Paris Glove of Canada, Ltd. v. SBC/Sporto Corp.*, 84 U.S.P.Q.2d 1856, 1864 n.8 (T.T.A.B. 2007); TBMP § 528.05(b). Opposer submitted images of a wide range of products that bear the mark PRIMAVERA. (See 16 TTABVUE 332-340, Exh. F-L.)

Opposer's Chief Executive Officer clearly stated under oath that those images depict use of the mark as they are presently circulating in U.S. commerce. (See 16 TTABVUE 51 ¶ 11.) Applicant, however, challenges the relevance of these images because they are not dated. That is unnecessary and unrealistic requirement. Applicant's "dissection" of Opposer's evidence fails to undermine the weight of the evidence in its totality, which unequivocally supports Opposer's contention that it has continuously used is PRIMAVERA mark in relation to most of the goods in its Reg. No. 3632484 for PRIMAVERA. Opposer's declaration *and* document evidence also demonstrates that to the extent use of PRIMAVERA presently has ceased, or ceased at any time in the past for any amount of time, Opposer's cessation of use was not accompanied by an intent not to resume use of the mark.

Applicant relies upon "WayBack Machine" print-outs of Opposer's distributor's website that allegedly demonstrate, because they lack reference to certain goods in Opposer's PRIMAVERA Reg. No. 3632484, that Opposer was not selling or transporting those goods into the U.S. (18 TTABVUE 73-96, Exh. E). What a given website displayed or did not display during a certain timeframe is not determinative, and does undercut the volume of contrary evidence of genuine use submitted by Opposer with its primary brief. It does not evidence, or give rise to, any material factual issue that should give the Board pause in evaluating the merits of the summary judgment motion and finding no abandonment.

C. Opposer Did Not Unintentionally Abandon Its PRIMAVERA Mark Via “Naked Licensing”

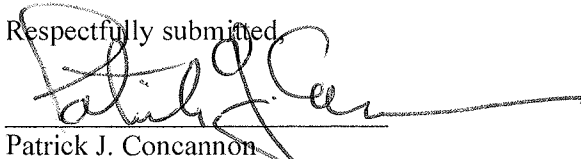
Opposer includes a copy of its agreement with its distributor Nordblom American Institute of FootZonology, Inc. (the “Nordblom Agreement”) at Exhibit B. The Agreement, which it served upon Applicant’s counsel of February 21st upon finding a signed copy, includes clear quality control provisions. Applicant’s contention that Opposer has licensed its PRIMAVERA mark for third-party use without quality control is incorrect. Opposer directs the Board’s attention to its CEO Titus Kaufmann’s declaration, in which in four different paragraphs he stressed that Opposer sells and was selling the goods into the U.S. “under the PRIMAVERA Mark”. (16 TTABVUE 50-51 ¶¶ 7, 9, 10 & 11). Opposer was not licensing its PRIMAVERA mark to a third party that in turn would manufacture, assemble or label the product before sold. Instead, Opposer shipped the finished products to its distributor for the distributor’s sale in retail trade channels without changing the nature or appearance of the product. Inherent in the relationship, and irrefutable based upon the evidence presented with respect to this motion, is the fact that Opposer was in full control of the quality of its goods and there could not have been, and was not, any uncontrolled licensing that might undermine Opposer’s PRIMAVERA trademark rights.

III. Conclusion

Applicant asserts that Opposer’s motion for summary judgment was premature and untimely in view of the purported lack of discovery opportunities, but in fact Opposer was facing the beginning of the testimony period for the consolidated proceedings and it was “now or never” in terms of avoiding trial on the issues that it successfully litigated five years ago. For the reasons advanced above and in its primary brief in support of its motion, Opposer believes that it has met its burden of demonstrating that no genuine dispute of material fact exists regarding the issue preclusive effect of the Issue Preclusive Decision and as to Opposer’s lack of abandonment of its rights in its PRIMAVERA mark.

Dated: March 8, 2018

Respectfully submitted,



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CERTIFICATE OF SERVICE

I hereby certify that the foregoing REPLY BRIEF IN SUPPORT OF OPPOSER/REGISTRANT'S MOTION FOR SUMMARY JUDGMENT was served by email upon counsel of record for Applicant/Cancellation Petitioner at dctrademarks@dlapiper.com, ann.ford@dlapiper.com, john.nading@dlapiper.com, eunice.chung@dlapiper.com, alberto.zacapa@dlapiper.com on this 8th day of March 2018.



Patrick J. Concannon

3814207.2

Exhibit A



soap cosmetic

Broadcast Messages (0)

Download

Displaying 1 to 5 of 5 records for [Search By ID](#) [Status A, M, X, D](#) [NCL 11-2013](#) [Notes Type notes](#)

100 results per page

Sort By: Relevance

Then By: (none)

< Previous 1 Next >

Term ID	Class	Description	Status	Effective Date	Type	Notes	TMS	NCL Version	...
003-1708	003	Non-medicated <i>cosmetic soap</i>	A	01/01/2017	GOODS			11-2017	
003-2030	005	Medicated <i>cosmetic soap</i>	A	01/01/2017	GOODS			11-2017	
003-563	003	<i>Cosmetic soaps</i>	A	07/20/2004	GOODS	01-01-2017 - <i>Cosmetic soap</i> typically refers to a non-med More >	T	08-2002	
003-420	003	<i>Soaps</i> [not acceptable alone, but acceptable in a list of <i>cosmetics</i> or a list of cleaning preparations]	D	01/01/2017	GOODS	On 01-01-2017 this 10-01-1994 entry was deleted. Under Nic More >		11-2017	
003-547	003	<i>Soaps and detergents</i>	D	01/01/2017	GOODS	On 01-01-2017 this 07-20-2004 entry was deleted. Under Nic More >		11-2017	

Displaying 1 to 5 of 5 records

< Previous 1 Next >



cosmetic bath

Broadcast Messages (0)

Download

Displaying 1 to 8 of 8 records for [Search By ID](#) [Status A, M, X, D](#) [NCL 11-2013](#) [Notes Type notes](#)

100 results per page

Sort By: Relevance

Then By: (none)

< Previous 1 Next >

Term ID	Class	Description	Status	Effective Date	Type	Notes	TMS	NCL Version	...
003-1302	003	<i>Cosmetic bath salts</i>	A	09/16/2010	GOODS			09-2007	
003-636	003	<i>Both oils for cosmetic purposes</i>	A	07/20/2004	GOODS		T	08-2002	
003-1550	003	<i>Bath melts</i>	A	04/24/2014	GOODS	<i>Bath melts</i> are shaped, <i>cosmetic bath</i> preparations that dis More >		10-2014	
003-1340	003	<i>Cosmetic preparations for bath and shower</i>	A	01/27/2011	GOODS			09-2007	
003-1207	003	Gift baskets containing non-medicated <i>bath</i> preparations and <i>cosmetic</i> preparations	X	09/03/2009	GOODS	11-28-2013: Entry status changed from "A" added to "X" example.		10-2013	
003-838	003	<i>Both powder</i> [<i>cosmetics</i>]	A	04/02/1991	GOODS			07-1997	
003-1646	003	<i>Cosmetic preparations for baths</i>	X	12/24/2015	GOODS			10-2015	
044-651	044	Beauty consultation services in the selection and use of <i>cosmetics</i> , <i>fragrances</i> , <i>beauty aids</i> , <i>personal care products</i> , and <i>both</i> , <i>body</i> and <i>beauty products</i>	X	08/26/2010	SERVICES	09-05-2013: Entry status changed from "A" added to "X" example.		10-2013	

Displaying 1 to 8 of 8 records

< Previous 1 Next >

Exhibit B

DISTRIBUTORSHIP for
North-America

Distribution Agreement

between

PRIMAVERA LIFE GmbH

(In the following: "Principal")
Vertrieb und Export von ätherischen Ölen
und Kosmetik GmbH
Am Fichtenholz 5
D-87477 Sulzberg

Represented by
UTE LEUBE and KURT L. NÜBLING
Owners and General Directors

and

NORDBLOM INST. of Rejuvenation

(in following "Distributor")
178 Mill Creek Road
MT 59047 Livingston
USA

represented by
Mr. and Mrs. Nordblom
Managing Directors

With respect to the E.E.C. - business regulations and the PRIMAVERA LIFE's guiding principles and philosophy, this agreement regulates details of the cooperation between both companies.

General Strategy:

Target: To achieve as Distribution-Partner of PRIMAVERA LIFE a strong and leading market position in the territory for the brand PRIMAVERA.

Territory: USA and Canada

Market: The market for Aroma-therapy shall be supplied.

Products: Natural Cosmetics (Face-Care, Body-Care, Special-Care)
Natural Essences (Essential oils, basic oils, blends, airsprays, Roll-Ons)
Equipment (Diffusers, Fountains, Giftsets)

Target Groups Health Food Shops, Nature shops, Drugstores
Pharmacies
Therapists, doctors, hospitals
Gift shops, bookstores, others

Exclusivity: There is no exclusivity for the Distributor for the territory.

Marketing and Sales:

Marketing, Input Distributor:

Advertising in professional journals. (copies of the advertising are desired).

Participation in exhibitions.

Realization of seminars and workshops.

Creating of own information material like brochures, leaflets and other information in English language.

Full service for the customer by information hotline, sales service and delivery service.

Customer service in the sense of the philosophy of the Principal.

Setting up and establishing of the brand PRIMAVERA on the markets in the territory.

Marketing, Input Principal:

The Principal grants to the Distributor the license to use the PRIMAVERA-Logo in the territory.

Access to all layouts of English brochures for own printing.

Permanent care by the export team of the Principal.

Samples, brochures and other marketing-help is available for the distributor in a **value of 3% of the turnover of the last year.**

Every year in February during the BIOFACH exhibition Principal offers an export meeting for all export partners to speak about the development of the Principal, the products and the situation in the different export countries. This meeting should be visited by the Distributor. Meeting language is English.

Sales: Input Principal:

Special export prices.

Current pricelist in German/English each half year.

Promotions (Discount for certain products)

Help for own promotions or activities of the Distributor.

Sales, Conditions for Distributor:

Minimum Order Euro 3000.-
Participation at promotions
Creating own promotion and other activities for additional sales

Turnover forecast for Distributor:

2010 / EURO	65,000.00
2011 / EURO	80,000.00
2012 / EURO	100,000.00

This turnover includes only finished products.
These forecast figures are a commitment.
If the forecast get not reached, negotiation have to start for an examination how the cooperation can be improved.

General Regulations:

Duration of the agreement:

The agreement is valid for two years. After this period of time both partners can decide whether the cooperation shall be continued or terminated.

The agreement can also be terminated if the Principal or the Distributor want to finish the cooperation at 3 month's notice.

If no party terminates the agreement, it will be automatically renewed for another year.

Trademark:

The Distributor is entitled to offer and market the PRIMAVERA branded products in the contractual Territory and to advertise these products by using PRIMAVERA LIFE trademarks.

The Distributor shall not have the right to actively offer, keep for sale or market PRIMAVERA branded products

outside the Contractual Territory or to affix PRIMAVERA LIFE Trademarks on unbranded products.

The Distributor must not have registered trademarks, trade-names and signs similar to those of PRIMAVERA in its or a third party's name, neither within nor outside the Contractual Territory.

The Distributor is prohibited from using PRIMAVERA wholly or partly as company name or trade designation.

Any violation of these trade-mark-issues leads to an immediate termination of the agreement.

Business-Plan:

Each year in January a business-plan and retail-pricelist has to be send to the Principal. The form for the plan the Distributor get send in the December before.

The forecast figures for this plan have to be done with best possible care and are obligatory.

General Terms and Conditions PRIMAVERA LIFE:

The general terms and conditions from the Principal are valid (see enclosed file).

With signing of this agreement the "General Terms and Conditions PRIMAVERA LIFE" are accepted.

Payment

- (a) The Distributor must pay the purchase price, packaging costs and all freight and insurance in full:
 - (i) on ~~30~~⁶⁰ days credit after dispatch from Germany.
- (b) If the Distributor fails to pay the price of any product, the Principal shall be entitled to (without prejudice to any other right or remedy it may have):
 - (i) Cancel or suspend any further deliveries to Distributor under any order;
 - (ii) Sell or otherwise dispose of any Products which are the subject of any order from the Distributor;
 - (iii) Charge the Distributor with a default interest to be calculated on the basis of an interest rate of 10% per default month. These default interests shall be calculated on a daily basis and shall apply automatically without notice.

(iv) Terminate immediately the Contract.

All deliveries to the Distributor stay in the ownership of the Principal until the payment has arrived on the bank-account of the Principal.

Credit Limit:

The credit-limit for the Distributor is 10.000,- Euro. If the sum of accumulated outstanding invoices together with the sum of new orders exceed this given credit-limit, the new order only can delivered, if the sum of outstanding invoices are reduced by a payment from the Distributor, to make sure that the credit-limit is not exceeded (interest-charge of 10% on reminded amounts).

Quality Control:

- Visits of representatives of the Principal will be accepted.
- Copies of all brochures and information the Distributor is creating on his own shall be sent to PVL. Approval according the "Corporate Identity" of PVL is required.

Payment Condition and Delivery:

- Payment Condition: ⁶⁰~~30~~ days net cash
As soon the turnover is lower than 30.000 Euro the payment-condition changes to "Payment in advance"
If there is no insurance available for the unpaid invoices the payment-condition is "Payment in advance".
- Delivery: "EX WORKS", Freight costs the Distributor takes over.

Sulzberg, 30th of April 2010

PRIMAVERA LIFE GmbH
D-87477 Sulzberg, Germany



Ute Leube, Kurt L. Nübling
Owners and General Directors



Dieter Preuss
Commercial Director

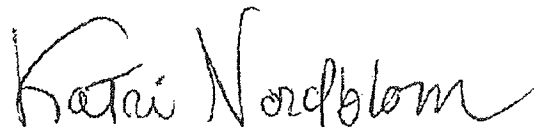


Oliver Schenkman
Sales-Director

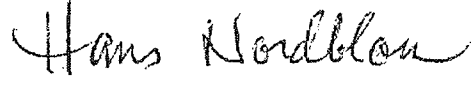


Volker Rausch
Export Manager

NORDBLOM INST. of Rejuvenation
MT 59047 Livingston, USA



Hans and Katri Nordblom
Owner and General Directors



Addition to the Agreement

between

PRIMAVERA LIFE GmbH

(in following Principal)

Vertrieb und Export von ätherischen Ölen
und Kosmetik GmbH
Naturparadies 1
D-87466 Oy-Mittelberg

represented by

UTA LANDT and TITUS KAUFMANN
General Directors

and

NORDBLOM INST. of Rejuvenation

(in following "Distributor")

178 Mill Creek Road
MT 59047 Livingston
USA

represented by

Mr. and Mrs. Nordblom
Managing Directors

Territory: **USA**

Actualized Turnover forecast for Distributor:

2015/2016 / EURO	100,000.00
2016/2017 / EURO	120,000.00
2017/2018 / EURO	130,000.00

This turnover includes only finished products.

These forecast figures are a commitment.

If the forecast get not reached, negotiations have to start for an examination how the cooperation can be

improved or whether a 2.nd distributor shall be installed, or the cooperation need to be cancelled.

Exclusivity: The Distributor will have an exclusivity for the PRIMAVERA assortment in the territory after achieving the goal of the first year and second year mentioned in the Addition to the Agreement.

Trademark: The Distributor is entitled to offer and market the PRIMAVERA branded products in the contractual Territory and to advertise these products by using PRIMAVERA LIFE trademarks. The Distributor shall not have the right to actively offer, keep for sale or market PRIMAVERA branded products outside the Contractual Territory or to affix PRIMAVERA LIFE Trademarks on unbranded products. The Distributor must not have registered trademarks, trade-names and signs similar to those of PRIMAVERA in it's or a third party's name, neither within nor outside the Contractual Territory.

Labelling-Requirements:

- The Distributor is responsible for the correct labelling in his territory.
- This responsibility covers the correct and sufficient labelling of the products in the language of his territory and the label-requirements concerning "Dangerous Goods" of essential oils, blends and airsprays.
- This responsibility covers also the needs for the delivery of Dangerous Goods within the territory of the distributor (Limited quantities, UN-numbers and Packaging-groups) to the clients of the distributor.

Grey-Market-situation:

- There can be the situation of sales of PRIMAVERA-products in the territory by "Grey-Market" suppliers, which buy in Germany without knowledge of PRIMAVERA and

sell in Online-shops or other shops the PRIMAVERA-products without allowance of the Principal.

- This business cannot get controlled or prohibited by the principal. There is no legal measurement possible against this "Grey Market" issue.

Oy-Mittelberg, 22nd of October 2015

PRIMAVERA LIFE GmbH
D-87466 Oy-Mittelberg, Germany

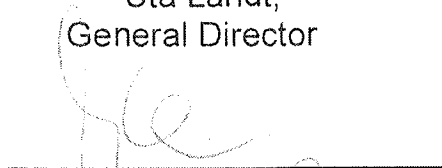
Nordblom Institute of Rejuvenation
Livingston, USA




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