

ESTTA Tracking number: **ESTTA233322**

Filing date: **08/28/2008**

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

Proceeding	92049854
Party	Plaintiff National Envelope - WH LLC
Correspondence Address	Lisa A. Dunner Dunner Law 1010 Wisconsin Ave. NWSuite 660 Washington, DC 20007 UNITED STATES ldunner@dunnerlaw.com,asikich@dunnerlaw.com
Submission	Motion to Suspend for Civil Action
Filer's Name	Lisa A. Dunner
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Date	08/28/2008
Attachments	Motion to Suspend.pdf (8 pages)(244026 bytes) Ex. A - Petitioner's Federal Court Complaint.pdf (12 pages)(429867 bytes)

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

NATIONAL ENVELOPE – WH LLC,)	
)	
Petitioner,)	Cancellation No. 92049854
)	
vs.)	U.S. Trademark Reg. No. 3,459,904
)	Mark: PULL & SEAL
)	
STAPLES THE OFFICE SUPERSTORE, LLC,)	
)	
Respondent.)	
)	

MOTION TO SUSPEND PROCEEDING PENDING OUTCOME OF CIVIL ACTION

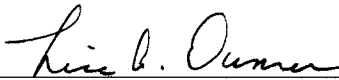
Petitioner National Envelope – WH LLC hereby moves the Trademark Trial and Appeal Board pursuant to 37 C.F.R. § 2.117(a) to suspend the above-referenced cancellation proceeding until completion of a district court litigation in which Petitioner is a party that involves the identical mark and issue as is the subject of this cancellation proceeding. That case, *National Envelope Corporation et al v. American Pad & Paper Company of Delaware, Inc. et al*, No. 06-cv-12988, is presently pending in the United States District Court for the Southern District of New York. This pending civil action involves the same mark and issue that is involved in this cancellation proceeding (i.e. likelihood of confusion with the PULL & SEAL mark), and determination of this issue in the federal court will be dispositive of this cancellation proceeding. Petitioner therefore requests suspension of this cancellation proceeding pending determination of the civil action pursuant to 37 C.F.R. § 2.117(a). Accompanying this Motion is Petitioner’s

Memorandum in Support of Petitioner's Motion to Suspend Proceeding Pending Outcome of Civil Action.

Respectfully submitted,

NATIONAL ENVELOPE – WH LLC

Dated: August 28, 2008

By 

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**UNITED STATES PATENT AND TRADEMARK OFFICE
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**MEMORANDUM IN SUPPORT OF PETITIONER’S MOTION TO SUSPEND
PROCEEDING PENDING OUTCOME OF CIVIL ACTION**

In support of its Motion to Suspend Proceeding Pending Outcome of Civil Action, Petitioner National Envelope – WH LLC submits the following.

Background

Petitioner is a party plaintiff in a suit filed November 7, 2006 in the United States District Court for the Southern District of New York (Case No. 06-cv-12988) against American Pad & Paper Company of Delaware, Inc. and American Pad & Paper LLC (collectively, “Ampad”). *See* Petitioner’s Federal Court Complaint attached hereto as Exhibit A. In that suit, Petitioner alleges that Ampad’s use and registration of the PULL & SEAL mark constitutes trademark infringement under 15 U.S.C. § 1114(1), false designation of origin under 15 U.S.C. § 1125(a), breach of contract under the laws of the State of New York, deceptive trade practices in violation

of New York General Business Law § 349, trademark dilution in violation of New York General Business Law § 360-1, common law unfair competition under the laws of the State of New York, and unjust enrichment under the laws of the State of New York. *See* Petitioner's Federal Court Complaint at ¶¶ 39-52.

Petitioner's suit against Ampad resulted from the breach of a license agreement between Petitioner and Ampad. On November 1, 2000, Petitioner's parent company, National Envelope Corporation ("NEC"), acquired Petitioner (then known as Williamhouse LLC) from Ampad. In connection with the purchase, Petitioner acquired all right, title and interest in the PEEL & SEEL mark, U.S. Registration No. 924,722, as used in connection with envelopes. *See* Petitioner's Federal Court Complaint at ¶ 15. This PEEL & SEEL mark, Reg. No. 924,722, is asserted against Respondent in Petitioner's Petition for Cancellation, Proceeding No. 92049854, before the Board.

Following the acquisition and purchase, Petitioner licensed its PEEL & SEEL mark back to Ampad. The terms of that agreement stated that Ampad "shall not take any action inconsistent with Licensor's rights," will not at any time "dispute or contest, directly or indirectly, [Petitioner's] exclusive right and title" to the PEEL & SEEL mark, and agree to notify Petitioner if Ampad learned of any use by a third party of a mark or trade name similar to the PEEL & SEEL mark. *See* Petitioner's Federal Court Complaint at ¶¶ 18-21.

On October 3, 2005, Ampad filed a use-based trademark application, Serial number 76/647,843, for the mark PULL & SEAL with the U.S. Patent and Trademark Office for use in connection with envelopes. The application alleged a date of first use of the mark of May 15, 2003. Believing that Ampad's unauthorized adoption, use and registration of a nearly identical

mark for identical goods violated the terms of the parties' licensing agreement, Petitioner initiated the lawsuit.¹ The case is currently in discovery.

Discussion

The Board has the authority to suspend an inter partes proceeding when one or more of the parties are involved in a pending civil action that may effectively dispose of the case under 37 C.F.R. § 2.117(a):

Whenever it shall come to the attention of the Trademark Trial and Appeal Board that a party or parties to a pending case are engaged in a civil action or another Board proceeding which may have bearing on the case, proceedings before the Board may be suspended until termination of the civil action or the other Board proceeding.

See, e.g., General Motors Corp. v. Cadillac Club Fashions Inc., 22 U.S.P.Q. 2d 1933 (TTAB 1992); *Toro Co. v. Hardigg Industries, Inc.*, 187 U.S. P. Q. 689 (TTAB 1975), *rev'd on other grounds*, 549 F.2d 785, 193 U.S. P. Q. 149 (CCPA 1977). The Board will typically suspend proceedings in the case before it if the final determination of the civil litigation will have a bearing on the issues before the Board. *See, e.g., Other Telephone Co. v. Connecticut National Telephone Co.*, 181 U.S.P.Q. 125 (TTAB 1974), *petition denied*, 181 U.S.P.Q. 779 (Comm'r 1974); *Tokaido v. Honda Associates Inc.*, 179 U.S.P.Q. 861 (TTAB 1973); *Whopper-Burger, Inc. v. Burger King Corp.*, 171 U.S.P.Q. 805 (TTAB 1971). To the extent that the civil litigation involves issues in common with the issues before the Board, a decision of the court in the civil action is binding upon the Board. *See, e.g., Toro Co.*, 187 U.S.P.Q. at 692; *Other Telephone Co.*, 181 U.S.P.Q. at 126-127; *Tokaido*, 179 U.S.P.Q. at 862; *Whopper-Burger*, 171 U.S.P.Q. at 807.

¹ Registration subsequently issued for Serial number 76/647,843 on June 4, 2007, Reg. No. 3,278,078. Ampad has since surrendered this registration, which opened the door for Respondent Staples to register the identical mark; however, Ampad continues to use the PULL & SEAL mark in connection with envelopes.

The District Court action involves likelihood of confusion between Petitioner's mark and an identical mark for identical goods as the mark subject to this cancellation proceeding. Thus, the issues before the District Court in the civil case are clearly related to the issue before the Board herein. Specifically, the District Court will decide, among other issues, whether Ampad's use of the PULL & SEAL mark constitutes trademark infringement under 15 U.S.C. § 1114(1) and false designation of origin under 15 U.S.C. § 1125(a). Any determination or discussion of likelihood of confusion caused by Ampad's use of the PULL & SEAL mark in the civil action will have a bearing on the likelihood of confusion issue before the Board in the instant proceeding.

Because the civil case involves issues in common with those proceeding before the Board, the decision of the District Court will be binding upon the Board. *See, e.g., Goya Foods Inc. v. Tropicana Products Inc.*, 846 F.2d 848, 6 USPQ2d 1950 (2d Cir. 1988); and *American Bakeries Co. v. Pan-O-Gold Baking Co.*, 650 F Supp 563, 2 USPQ2d 1208 (D. Minn. 1986). As a result, judicial economy favors suspension of this cancellation proceeding until completion of the District Court action. Furthermore, because this cancellation proceeding was recently filed, neither party has invested significant resources (e.g. discovery costs) and, in fact, Respondent has not yet Answered the Petition for Cancellation. Therefore, neither party will be harmed by a suspension of this proceeding.

Conclusion

Because Petitioner is involved in a pending federal civil action involving the identical mark and issue that is the subject of this proceeding, the civil action will resolve all issues raised in this proceeding. And, because the civil action will be binding on the Board, it is in the interest

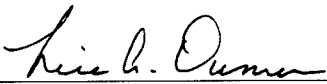
of judicial economy and fairness to both parties that this proceeding be suspended pending a final disposition of the civil action.

For these reasons, Petitioner respectfully submits that grounds exist for granting this motion to suspend the cancellation proceeding, and such action is respectfully requested.

Respectfully Submitted,

NATIONAL ENVELOPE – WH LLC

Dated: August 28, 2008

By 

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CERTIFICATE OF MAILING AND SERVICE

I certify that on August 28, 2008 the foregoing MOTION TO SUSPEND PROCEEDING PENDING OUTCOME OF CIVIL ACTION and MEMORANDUM IN SUPPORT OF PETITIONER'S MOTION TO SUSPEND PROCEEDING PENDING OUTCOME OF CIVIL ACTION is being electronically transmitted to:

Trademark Trial and Appeal Board
Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

It is further certified that on August 28, 2008, the foregoing MOTION TO SUSPEND PROCEEDING PENDING OUTCOME OF CIVIL ACTION and MEMORANDUM IN SUPPORT OF PETITIONER'S MOTION TO SUSPEND PROCEEDING PENDING OUTCOME OF CIVIL ACTION is being served by mailing a copy thereof by first-class mail addressed to:

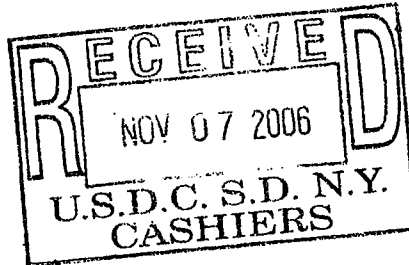
Staples The Office Superstore, LLC
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*Attorneys for Plaintiffs National Envelope Corporation
and National Envelope-WH LLC*

JUDGE HAIGHT

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

06 CV 12988

-----x
NATIONAL ENVELOPE CORPORATION
and
NATIONAL ENVELOPE-WH LLC,
Plaintiffs,

-against-

Civil Action No. _____

COMPLAINT

AMERICAN PAD & PAPER COMPANY
OF DELAWARE, INC.
and
AMERICAN PAD & PAPER LLC
Defendants,
-----x

(Jury Trial Demanded)

National Envelope Corporation and National Envelope-WH LLC (together, "NEC" or "Plaintiffs"), for their complaint against defendants American Pad & Paper Company of Delaware, Inc. and American Pad & Paper LLC (together, "Ampad" or "Defendants") allege as follows:

THE PARTIES

1. National Envelope Corporation is, and at all relevant times has been, a corporation organized and existing under the laws of the State of New York, with its principal place of business in Uniondale, New York.

2. National Envelope-WH LLC is a wholly-owned subsidiary of National Envelope Corporation, organized and existing under the laws of the State of New York, with its principal place of business in Uniondale, New York.

3. On information and belief, defendant American Pad & Paper Company of Delaware is, and at all relevant times has been, a corporation organized and existing under laws of the State of Delaware, with its principal place of business in Richardson, Texas.

4. On information and belief, defendant American Pad & Paper LLC is and at all relevant times has been, a limited liability company organized under the laws of the State of Delaware, with its principal place of business in Richardson, Texas.

JURISDICTION AND VENUE

5. The Court has jurisdiction of this action pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331, 1338, and 1367 and general principles of ancillary and pendent jurisdiction.

6. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events giving rise to Plaintiffs' claims occurred in this judicial district. The infringing products at issue are being sold in this judicial district.

7. The parties consented to the Court's jurisdiction.

8. The parties agreed that venue is proper in this judicial district.

STATEMENT OF THE CLAIM

9. This case involves Defendants' use of and application to register with the U.S. Patent and Trademark office ("USPTO") PULL & SEAL, a term confusingly similar to Plaintiffs' federally registered PEEL & SEEL mark in violation of, among other things, the parties' license agreement. Plaintiffs registered and use PEEL & SEEL to identify their high-quality envelopes. Defendants use and applied to register PULL & SEAL to identify envelopes.

10. As a result, this action seeks injunctive and monetary relief for (a) breach of contract under the laws of the State of New York; (b) trademark infringement in violation of 15 U.S.C. § 1114(1); (c) unfair competition and false designation of origin in commerce under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a); (d) deceptive trade practices in violation of New York General Business Law § 349; (e) trademark dilution in violation of New York General Business Law § 360-1; (f) common law unfair competition under the laws of the State of New York; and (g) unjust enrichment under the laws of the State of New York.

FACTS

11. Established in 1952, National Envelope Corporation began as a small envelope manufacturing company. NEC has grown significantly and is a large envelope manufacturer and supplier of franchised proprietary and commodity business envelopes to the wholesale market.

12. NEC offers a broad array of envelopes made of regular and recycled papers. NEC employs approximately 4,500 individuals, who produce more than 180 million envelopes per day.

13. NEC is one of the largest manufacturers of envelopes for more than 30 of the world's finest paper makers, including Neewah and Strathmore. It produces a wide variety of utility envelopes designed to effectively move printed and written communications through mail

systems and the United States Postal Service. NEC is a leading supplier of mill-branded specialty and commodity business envelopes to paper merchants, distributors and jobbers.

14. NEC has a long and distinguished reputation for quality and customer service.

15. On November 1, 2000, NEC acquired Williamhouse LLC (in 2006 Williamhouse LLC was renamed National Envelope-WH LLC and will be referred to hereinafter as "NE-WH") from the American Pad & Paper Company of Delaware, Inc. In connection with the purchase, Plaintiffs acquired all rights, title and interest in the PEEL & SEEL mark.

16. Plaintiffs devote substantial effort, time, and resources to ensuring the high-quality manufacturing and marketing of their envelope products, including their PEEL & SEEL envelopes.

17. The use of the term PEEL & SEEL distinguishes NEC's products from the products of other sellers, and consumers have come to recognize PEEL & SEEL envelopes as originating with Plaintiffs.

The PEEL & SEEL License Agreement

18. In connection with NEC's purchase of NE-WH from Ampad, NEC licensed Defendants to use PEEL & SEEL.

19. Among other things, the Agreement provides that Ampad "shall not take any action inconsistent with Licensor's rights" and will not at any time "dispute or contest, directly or indirectly, [Plaintiffs'] exclusive right and title" to PEEL & SEEL or the validity thereof.

20. In addition, Ampad acknowledged in the Agreement that (1) Plaintiffs are the exclusive owners of the PEEL & SEEL trademark, (2) the PEEL & SEEL mark is unique and original to Plaintiffs, and (3) the PEEL & SEEL mark has acquired secondary meaning.

21. Moreover, Defendants agreed to notify Plaintiffs if they were to learn of use by any person of a trademark, service mark or trade name similar to PEEL & SEEL.

Defendants' Unlawful Activities

22. According to its website, "Ampad manufactures a complete line of writing pads, specialty papers, filing products, and envelopes." Ampad, <http://www.ampad.com>, (last visited Oct. 31, 2006). Ampad currently markets 1,700 products under several nationally recognized brand names. *Id.* at <http://www.ampad.com/profile>.

23. Defendants manufacture and sell a variety of envelope products, including catalog, clasp, and PULL & SEAL envelopes. *Id.* at <http://www.streetcom.com/ampad/profile.htm>, (last visited Oct. 31, 2006).

24. On October 3, 2005, Defendants applied to register PULL & SEAL with the USPTO.

25. There is no meaningful difference between PEEL & SEEL and PULL & SEAL. The terms have the same look, sound, number of letters, and connotation. Defendants' use of PULL & SEAL is likely to cause confusion, or mistake, or deceive as to the affiliation, connection, or association between the parties or as to the origin, sponsorship, or approval of Defendants' goods or commercial activities by Plaintiffs'.

26. PEEL & SEEL and PULL & SEAL are used to identify the same type of envelopes, namely those with an adhesive closure, which is covered by a strip of release paper.

27. Defendants' use of and application for PULL & SEAL is inconsistent with and disputes or contests Plaintiffs' exclusive right and title in PEEL & SEEL.

28. Defendants failed to notify Plaintiffs of their adoption and use of PULL & SEAL.

29. Defendants lack good faith in adopting, applying to register and continuing to use PULL & SEAL. Defendants chose the term to capitalize on the goodwill associated with PEEL & SEEL.

30. As a result, Defendants have breached the Agreement in several ways. On July 24, 2006, Plaintiffs provided Defendants with written notice of their breach. Defendants have not cured or attempted to cure their breach. Instead, Defendants directly challenged Plaintiffs' rights to PEEL & SEEL, also in violation of the Agreement.

Effect of Defendants' Activities on Plaintiffs and the Consuming Public

31. Defendants' use of and attempt to register PULL & SEAL is likely to cause confusion or mistake or to deceive Plaintiffs' customers and potential customers and other relevant members of the public, at least as to an affiliation, connection, or association between the parties, or as to the origin, source, sponsorship, or approval of Defendants' infringing products.

32. Defendants' infringing use of and attempt to register PULL & SEAL falsely indicates to the purchasing public that Defendants' goods originate with Plaintiffs or are affiliated, connected, or associated with Plaintiffs, or are sponsored, endorsed, or approved by Plaintiffs, or are in some manner related to Plaintiffs or their goods.

33. Defendants' use of and attempt to register PULL & SEAL enables them to trade on and to receive the benefit of goodwill in PEEL & SEEL, which Plaintiffs have built up after purchasing this mark from the Defendants.

34. Defendants' infringing use enables them to gain acceptance for their own goods, not solely on their own merits, but on the reputation and goodwill of Plaintiffs and the PEEL & SEEL mark.

35. Defendants' use of PULL & SEAL has diluted and is likely to continue to dilute the distinctive quality of the PEEL & SEEL mark that Plaintiffs purchased from Defendants.

36. Defendants' use of and attempt to register PULL & SEAL unjustly enriches Defendants at Plaintiffs' expense.

37. Defendants' use of PULL & SEAL deprives Plaintiffs of the ability to control the nature and quality of goods provided under the PEEL & SEEL name and places Plaintiffs' valuable reputation and goodwill in the hands of Defendants.

38. Plaintiffs have been and continue to be damaged by Defendants' activities and conduct. Defendants have profited thereby and, unless enjoined, Plaintiffs' business, goodwill, and reputation will suffer irreparable injury, which cannot be adequately calculated or compensated solely by money damages.

FIRST CAUSE OF ACTION:
Breach of Contract

39. Plaintiffs repeat and reallege each and every paragraph set forth above as if fully set forth herein.

40. The acts of Defendants complained of herein constitute a breach of contract in violation of the common law of the State of New York.

SECOND CAUSE OF ACTION:
Federal Trademark Infringement

41. Plaintiffs repeat and reallege each and every paragraph set forth above as if fully set forth herein.

42. The acts of Defendants complained of herein constitute trademark infringement in violation of Section 32 of the Lanham Act, 15 U.S.C. § 1114(1).

THIRD CAUSE OF ACTION:
Federal False Designation Of Origin & Unfair Competition

43. Plaintiffs repeat and reallege each and every paragraph set forth above as if fully set forth herein.

44. The acts of Defendants complained of herein constitute false designation of origin and unfair competition in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

FOURTH CAUSE OF ACTION:
New York Deceptive Trade Practices

45. Plaintiffs repeat and reallege each and every paragraph set forth above as if fully set forth herein.

46. The acts of Defendants complained of herein constitute deceptive trade practices in violation of New York General Business Law § 349.

FIFTH CAUSE OF ACTION:
New York Dilution

47. Plaintiffs repeat and reallege each and every paragraph set forth above as if fully set forth herein.

48. The acts of Defendants complained of herein constitute trademark dilution in violation of New York General Business Law § 360-1.

SIXTH CAUSE OF ACTION:
Common Law Unfair Competition

49. Plaintiffs repeat and reallege each and every paragraph set forth above as if fully set forth herein.

50. The acts of Defendants complained of herein constitute unfair competition in violation of the common law of the State of New York.

SEVENTH CAUSE OF ACTION:
Unjust Enrichment

51. Plaintiffs repeat and reallege each and every paragraph set forth above as if fully set forth herein.

52. The acts of Defendants complained of herein constitute unjust enrichment of Defendants at Plaintiffs' expense in violation of the common law of the State of New York.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray that:

(a) Defendants, their officers, directors, agents, servants, employees, attorneys and all those persons in active concert or participation with Defendants, be preliminarily and permanently enjoined and restrained from:

(i) using in any manner, on, with, or in connection with any of Defendants' products, or any other product that does not originate with Plaintiffs, PEEL & SEEL or PULL & SEAL, or any term or phrase confusingly similar thereto, which is likely to cause confusion, to cause mistake, to deceive or that dilutes or is likely to dilute the distinctive quality thereof;

(ii) directly or indirectly infringing the PEEL & SEEL mark, or any other names, marks or logos that are substantially similar thereto, in any manner, including by using any name, mark, design or logo that is confusingly similar to PEEL & SEEL in connection with the sale, offer for sale, advertising, or promotion of any goods;

(iii) providing, producing, distributing, circulating, offering for sale, selling, advertising, promoting or displaying any product which tends to relate or connect such product in any way to Plaintiffs or to any goods offered, provided, sold, manufactured, sponsored or approved by, or connected with Plaintiffs;

- (iv) making any false description or representation of origin concerning any goods or services offered for sale by Defendants;
- (v) passing off, inducing, or enabling others to sell or pass off Defendants' products and any other product as and for products produced by Plaintiffs, not Defendants, or not produced under the control and supervision of Plaintiffs and approved by Plaintiffs for sale under the PEEL & SEEL mark;
- (vi) engaging in any other conduct that tends falsely to represent, or is likely to confuse, mislead, or deceive purchasers, Defendants' customers, and other members of the public to believe that Defendants' products and Defendants are connected with Plaintiffs or are sponsored, approved, or licensed by Plaintiffs, or are in some way connected or affiliated with Plaintiffs;
- (vii) further diluting and infringing Plaintiffs' PEEL & SEEL mark and damaging Plaintiffs' goodwill;
- (viii) using any reproduction, counterfeit, copy, or colorable imitation of Plaintiffs' PEEL & SEEL mark in connection with Defendants' publicity, promotion, offer to sell, sale, distribution or advertising of products;
- (ix) affixing, applying, annexing, or using in connection with the manufacture, advertising, receiving, acquisition, importation, shipment, purchase, offer for sale, sale, or distribution of any goods, a false description or representation including words or other symbols tending falsely to describe or represent such goods as being Plaintiffs' products and from offering such goods in commerce; and

(x) assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in subparagraphs (i) through (ix), above;

(b) Defendants be ordered to assign to Plaintiffs the trademark application filed in the United States Patent and Trademark Office identified as Serial Number 76/647,843 for PULL & SEAL and any other trademark applications or registrations that include the term;

(c) Defendants be required to deliver to Plaintiffs' counsel of record for destruction, or to show proof of destruction of, any and all products, labels, signs, prints, packages, wrappers, receptacles, and advertisements in Defendants' possession or control that use the PULL & SEAL term or any other term confusingly similar to Plaintiffs' PEEL & SEEL mark;

(d) Defendants be ordered to file with this Court and to serve upon Plaintiffs, within 30 days after the entry and service on Defendants of each injunction, a report in writing and under oath setting forth in detail the manner and form in which Defendants have complied with the injunction;

(e) A termination of the Agreement;

(f) Plaintiffs recover all damages sustained as a result of Defendants' activities and that said damages be trebled;

(g) An accounting be directed to determine Defendants' profits resulting from their activities and that such profits be paid over to Plaintiffs, increased as the Court finds to be just under the circumstances of this case;

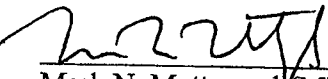
(h) Plaintiffs recover reasonable attorneys' fees;

(i) Plaintiffs recover punitive damages and costs of this action, together with pre-judgment and post-judgment interest; and

(j) Plaintiffs recover such other and further relief as the Court deems just and proper.

Dated: November 7, 2006
New York, New York

FULBRIGHT & JAWORSKI L.L.P.

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Corporation and National Envelope-WH
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JURY DEMAND

Plaintiffs demand trial by jury of all issues so triable.


Mark N. Mutterperl