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

Proceeding	92071235
Party	Plaintiff Porscia Fashion Inc.
Correspondence Address	WILLIAM H BRAMMER JR NEW COLUMBIA LAW GROUP PLLC 107 7TH STREET SE WASHINGTON, DC 20003 UNITED STATES whbrammer@nc-lg.com 202-670-1684
Submission	Opposition/Response to Motion
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Date	09/20/2019
Attachments	Petitioners Opposition to Registrants Motion for Summary Judgment.pdf(717488 bytes ) Petitioners Opposition Exhibits.pdf(333054 bytes )

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

In the matter of Registration No. 5,038,391

Date Registered: September 13, 2016

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Porscia Fashion Inc.,

Petitioner,

v.

Cancellation No. 92071235

Schumacher GmbH,

Registrant.

-----x

**PETITIONER'S OPPOSITION TO REGISTRANT'S MOTION FOR SUMMARY  
JUDGMENT**

Porscia Fashion Inc., ("Petitioner"), by its undersigned counsel, hereby submits the following Opposition, to Schumacher GmbH's ("Registrant") Motion for Summary Judgment related to U.S. Trademark Registration No. 5,038,391.

**FACTS**

Petitioner is a world-wide recognized fashion brand who has long registered its trademark and logo in the United States, United Kingdom and European Union. Her designs have showcased at major fashion venues including, "on the red carpet at the Toronto Film Festival and models at the Miss Universe pageants in 2007 and '08 for whom she sponsored wardrobes." *See Exhibit 1 - Afro News, "Vancouver's Inspiration for Simple Beauty", Personal Interview of Porscia Yeganeh" by Helena Kaufman, April 6, 2010.*) Petitioner has a well-established brand

in the commercial marketplace whose products are distinctly recognized by its unique logo since 2002. Petitioner's trademark has been protected and in use in the United States since 2014. *See Exhibit 2 - Porscia Fashion US Trademark Certificate of Registration.* For example, Petitioner has registered in classes 3, 9, 14, 18 and 25 US #4550549, Canada #1661704, Turkey #201333666, India #2504959, Brazil #90765571 and 907753248, Italy #0001534260, Mexico #1213282, Russia #1479398, Australia #1642169, and EU #010550028. In contrast, based upon information and belief, Registrant has yet to use, or register their Schumacher Icon II in the U.S. or anywhere globally.

On April 29, 2019, Petitioner filed a Petition of Cancellation of Registrant's Mark No. 5,038,391 on the basis that Registrant infringed upon Petitioner's registered trademark No. 4,550,549 and the previously executed Co-Existence Agreement ("Agreement") dated July 21, 2015. Registrant filed its Answer on June 17, 2019. Prior to filing its Cancellation, Petitioner attempted to resolve the matter amicably with Registrant. Petitioner's understanding, as represented by Registrant, was the Agreement limited Registrant's trademark registration solely to Germany based on all communications and negotiations related to the Agreement. Petitioner's understanding is further underscored by the fact that the Agreement is governed exclusively by German law.

## **ARGUMENT**

### ***A. There Is A Genuine Dispute Involving the Facts of this Case***

On a motion for summary judgment, "[t]he role of the court is not to resolve disputed issues of fact but to assess whether there are any factual issues to be tried. In determining whether summary judgment is appropriate, this Court will construe the facts in the light most favorable to the non-moving party and must resolve all ambiguities and draw all reasonable

inferences against the movant." *Brod v. Omya, Inc.*, 653 F.3d 156, 164 (2d Cir.2011) (internal quotation marks and citations omitted). *Serby v. First Alert, Inc.*, 934 F. Supp. 2d 506 (2013).

Registrant alleges that there is no genuine dispute as to the facts of this case. Petitioner strongly disagrees with this assertion and the material facts prove otherwise. The very fact that Registrant filed a registration confirms that there is a complete misunderstanding on their part concerning the intent and implementation of the previously executed Agreement. In fact, Petitioner contacted Registrant in 2018 regarding a similar Cancellation in the UK based on trademark infringement and raised questions about the validity and applicability of the Agreement. *See Exhibit 3, Email from Porscia Yeganeh to Dorothee-Schumacher dated November 9, 2018 "Amicable Notice of Opposition to your UK Trademark Application 3341405"*. During the course of those discussions, Registrant acknowledged Petitioner's position by stating "I suggest you send a draft of an adapted agreement to provide a basis for further negotiations first", thereby acknowledging the need for a new agreement. *See Exhibit 4, Email Exchange Between Sabine Kreuer, Attorney for Schumacher and Jose Ivan Villalobos Agui, Attorney for Porscia Fashion, Inc., dated December 20, 2018.*

Further, and pursuant to Registrant's own request, Petitioner provided Registrant with a proposed draft agreement pursuant to its request and during that transmission emphasized "this agreement cancels and voids any preceding agreement and contract between the parties". *See Exhibit 5, Email Exchange Between Jose Ivan Villalobos Agui regarding "New Agreement" and Sabine Kreuer dated December 20, 2018. See also Exhibit 6, "Declaration of Porscia Yeganeh"* which is hereby incorporated by reference.

Petitioner, therefore, believes that there are material facts at issue in dispute and that the prior executed Agreement is not wholly controlling, or fully dispositive on this case to warrant dismissal without the case being heard by the Board.

***B. Defenses to Contractual Estoppel (Schumacher's main argument)***

In its motion, Registrant argues that the Agreement previously executed between it and the Petitioner is wholly controlling and therefore, Petitioner's Cancellation must be dismissed. However, Registrant's assertion falls short in the complete analysis. First, the Board within its discretion, may, but is not bound, to consider the Agreement. Therefore, it is not mandatory for the Board to consider. Second, Registrant asserts the controversial contract law doctrine of "Contractual Estoppel", essentially asserting that Petitioner is unequivocally bound by the terms of the Agreement. This is the Registrant's only argument. The application of Contractual Estoppel attempts to exclude facts that contradict that agreement. *See "Contractual Estoppel is it Time for it to Go", Allen & Overy, December 12, 2016.* Here, Petitioner would never agree to sign an agreement that waives worldwide rights on future challenges related to its trademark. This is evidenced by Petitioner's multiple Cancellation filings world-wide against similar trademark infringement by other parties. Thus, the doctrine of Contractual Estoppel is not wholly dispositive on this case.

Further, Registrant makes references to the fact that the Agreement is governed by German Law. Petitioner does not dispute this fact because the Agreement between the Parties originally contemplated Schumacher registering in Germany and the EU only, not the US. Thus, based on Registrant's own argument and by operation of law, Registrant is limited to Germany. That is the only basis and understanding in which Petitioner signed the Agreement in the first place.

Here, however, there is sufficient evidence and facts that supersede the doctrine of Contractual Estoppel. As referenced above, the negotiations and communications leading up to the execution of the Agreement clearly show the intent of Petitioner was to limit Registrant's ability to register a similar logo worldwide based on trademark infringement. Petitioner would never knowingly enter into an agreement that waived her important rights, such as a counterparty's ability to register world-wide based on a similar logo. Further, although based in common law, the legal doctrine of 'Contractual Estoppel' is a primarily practiced outside of the United States and used mainly in financial services and business transactions, *See "Putting a Stop to Contractual Estoppel", Stephenson Harwood March 15, 2019*. Thus, Registrant's exclusive use of Contractual Estoppel as its sole and primary argument is both limited in scope, and inapplicable to the case at bar which involves Board proceedings governing trademark infringement.

### ***C. Mistake & Misrepresentation***

English is not Petitioner's first language as confirmed by Petitioner's enclosed Declaration, the fact of which has had a clear material impact on her understanding of the previously executed Agreement. Petitioner has confirmed that it signed the Agreement by mistake, a defense to Contractual Estoppel, and a fact that would render the Agreement void. Petitioner's original understanding of the Agreement was Schumacher would register in Germany/EU only. The communications and negotiations leading up execution of the Agreement underscore Petitioner's belief at the time. Hence, the fact that German law controls under the Agreement offers further evidence of Petitioner's position. Further, based on the reasons stated herein, if Petitioner signed the Agreement by mistake, as the facts suggest, the Agreement would be null and void.

Based on the email communications between the Parties submitted herewith, specifically the intent of each side, there is a clear indication of the misunderstanding between the Parties as to the geographical scope intended by the Parties. It appears, based on the enclosed relevant email communications involving negotiation of the Agreement, Registrant misrepresented its intentions for signing the Agreement and appears to have misled Petitioner into thinking it was limiting the Agreement to Germany, when in fact it never intended to do so. Additionally, English is not Petitioner's first language and it appears that Registrant may have taken advantage of that fact by misrepresenting its true intentions behind the Agreement, thereby creating an unfair advantage over Petitioner.

Under U.S. contract law, "where there is a mistake...one party at the time a contract was made as to a basic assumption on which he made the contract has a material effect on the agreed exchange of performances that is adverse to him, the contract is voidable by him if he does not bear the risk of the mistake ... and the effect of the mistake is such that enforcement of the contract would be unconscionable." See Restatement 2d of Contracts, § 153 (a); *Flippo Constr. Co. v. Mike Parks Diving Corp.*, 531 A.2d 263, 272 (D.C. 1987) (adopting the approach of Restatement of Contracts (Second) § 153); *Blackstone v. Brink*, 63 F. Supp. 3d 68, 77 (D.D.C. 2014) (one party's unilateral mistake may vitiate that party's agreement to a contract). Mistake by one party to make a contract voidable is also recognized under German Law, the law of which the agreement in question here is governed. The German Civil Code provides that a person who was mistaken as to the content or "had no intention whatsoever of making a declaration with this content may avoid the declaration if it is to be assumed that he [or she] would have not made the declaration with the knowledge of the factual position and with a sensible understanding of the

case.” German Civil Code BGB § 119(a)<sup>1</sup>. A mistake about such characteristics of a person or thing as are regarded as essential are regarded as a mistake about the content of the declaration. Id at § 119(b).

Thus, under both U.S. and German Law, when one party is mistaken as to the intent and content of an agreement such agreement may be voidable. Here, the Petitioner was advised and of the understanding that the Agreement with the Registrant was limited to Germany solely and not applicable worldwide. Moreover, upon discovery of the mistake, the Petitioner promptly notified the Registrant to reform the Agreement according to the original intent. The Registrant here refused<sup>2</sup>. Therefore, the enforcement of this flawed Agreement by the Board against the Petitioner would be unconscionable.

### ***Confusion in the Market Place***

Even assuming in the alternative there exists a valid Agreement between the parties, Registrant’s Motion for Summary Judgment and related U.S. Trademark Registration No. 5,038,391 should be rejected because there is a substantial likelihood of confusion in the marketplace that will be caused by Registrant’s Schumacher II logo. As already stated herein, Petitioner has a registered U.S. trademark that is a well-established brand in the mark-place. In contrast, Registrant’s logo is not an established brand and based upon information and belief, is not registered anywhere. The significant similarities and overlaps between Petitioner’s logo and Registrant’s logo will cause significant material harm to Petitioner’s brand and confusion to its customers and partners.

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<sup>1</sup>See, <http://www.fd.ulisboa.pt/wp-content/uploads/2014/12/Codigo-Civil-Alemao-BGB-German-Civil-Code-BGB-english-version.pdf> for an English Translation of the German Civil Code provided by the German Federal Ministry of Justice.

<sup>2</sup> See Restat. 2d of Contracts, § 153 Comment d.



***D. Non-Use***

Registrant has not commercially used its logo in the United States. It also has not registered its logo as a trademark in the United States. Petitioner has registered and used its trademark logo in the United States since 2014. Registrant therefore not only lacks standing to challenge Petitioner's Cancellation, it also lacks standing to dismiss this case.

**CONCLUSION**

For the reasons set forth herein, including first use and prior US trademark registration, Petitioner respectfully requests that Registrant's Motion for Summary Judgment be denied and Petitioner's Cancellation be granted.

Respectfully submitted this 20<sup>th</sup> Day of September 2019,

/s/ William H. Brammer, Jr., Esq.

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By: William H. Brammer, Jr., Esq.  
New Columbia Law Group PLLC  
107 7<sup>th</sup> Street SE  
Washington, DC 20003  
P: 202-670-1684  
F: 202-517-9134  
whbrammer@nc-lg.com  
*Attorney for Petitioner*

Date: September 20, 2019

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing Petitioner's Opposition to Registrant's Motion for Summary Judgment was served on September 20, 2019, via first class mail upon Registrant's counsel: Thilo C. Agthe, Wuersch & Gering LLP, 100 Wall Street, 10th Floor, New York, NY 10005, (212) 509-5050, with a copy to [agthe@wg-law.com](mailto:agthe@wg-law.com).

/s/William H. Brammer, Jr.

William H. Brammer, Jr.  
Attorney for Petitioner

## **Exhibit Index**

1. Afro News, “Vancouver’s Inspiration for Simple Beauty”, Personal Interview of Porscia Yeganeh by Helena Kaufman, April 6, 2010.
2. Porscia Fashion US Trademark Certificate of Registration.
3. Email from Porscia Yeganeh to Dorothee-Schumacher dated November 9, 2018 “Amicable Notice of Opposition to your UK Trademark Application 3341405”.
4. Email Exchange Between Sabine Kreuer, Attorney for Schumacher and Jose Ivan Villalobos Agui, Attorney for Porscia Fashion, Inc., dated December 20, 2018.
5. Email Exchange Between Jose Ivan Villalobos Agui regarding “New Agreement” and Sabine Kreuer dated December 20, 2018.
6. Declaration of Porscia Yeganeh

EXHIBIT I

In the matter of Registration No. 5,038,391

Date Registered: September 13, 2016

Porscia Fashion Inc.,

Petitioner,

v.

Cancellation No. 92071235

Schumacher GmbH,

Registrant.

Vancouver's Inspiration for Simple Beauty and Personal Expression on April 6th, 2010 by Helena Kaufman [0 comments](#)

Advertisement



Porscia Yeganeh at Vancouver Fashion week 2010 open Gala Photo By KMG

By Helena Kaufman The Afro News Vancouver

Spring's arrival usually awakens a desire for fresh fashion to express our renewed energy. For Porscia Yeganeh it's the time when her much anticipated show of styles, separates and suggestions for practical elegance is unveiled. Her signature style is captured in her label's motto, Inspiration for Simple Beauty. The beauty of her gifts includes the inspiration Porscia herself exudes in the pursuit of her art.

Porscia's participation in the annual [Vancouver Fashion Week](#) is how the young Iranian-Canadian designer came to prominence. Her loyalty to VFW's support and the reputation it helped her build has her returning yearly since 2002 with a new collection. This is where she began to appear on Top 10 lists of new and innovative fashion designers to watch.

Each success is Porscia's personal interpretation of style and creative expression, but she also serves as an inspiration to others interested in sharing their own visions. To new Canadian immigrants, to youth and to forward looking talents waiting in the wings to express themselves and to succeed, she is a shining local example. Her passion shows one path that can be taken towards success and contribution to society.

Porscia had already stepped onto the runway. A request to model for a friend in a fashion show near Whistler led to other opportunities. Soon after she appeared after models had strutted her own creations on the runway at VFW.

Her designs have graced actors on the red carpet at the [Toronto Film Festival](#) and models at the [Miss Universe pageants in 2007 and '08](#) for whom she sponsored wardrobes. In 2003, she made the leap to launch [Porscia Fashion Inc.](#) She chose the name both for herself and her distinctive designer apparel brand. Her vision includes well constructed, simple clothing with fine details. This year, the collection again showed minimal accessories, fine fabrics and neutral colour choices with little interference from patterns to fully flatter a woman's silhouette, while hiding any flaws.

From doll clothes designer at age 6 using pillow cases to creator of chic yet conservative silhouettes to flatter contemporary women, Porscia has come a long way. What's ahead for the young designer?

Porscia plans to produce high quality, upscale women's apparel first. The future may include men's and children's clothing as well as accessories and shoes. For Porscia the 8-10 year cycle of brand building typical to the fashion industry has started in Italy. A foothold in fashion conscious and trend setting Europe, would then lead to a proper launch next in New York, Los Angeles and of course, Canada.

For more information on this forward looking Canadian fashion designer visit: [www.porscia.com](http://www.porscia.com)

EXHIBIT 2

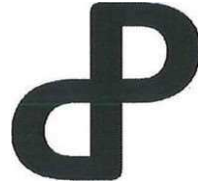
In the matter of Registration No. 5,038,391  
Date Registered: September 13, 2016

Porscia Fashion Inc.,  
Petitioner,

v.

Cancellation No. 92071235  
Schumacher GmbH,  
Registrant.

# States of anterimc



Reg. No. 4,550,549

PORSCIA FASHIONS INC. (CANADA CORPORATION), DBA PORSCIA YEGANEH  
CANADA

Registered June 17, 2014 604 1328 WEST PENDER ST  
VANCOUVER, CANADA V6E4T1

Int. Cls.: 3, 9, 18 and 25

TRADEMARK

PRINCIPAL REGISTER

LOTIONS; FRAGRANCES FOR PERSONAL USE INCLUDING DEODORANTS FOR HUMANS AND ANIMALS; SOAPS. DENTAL CARE PRODUCTS, NAMELY, DENTIFRICES; POLISHING PREPARATIONS, INCLUDING FOR LEATHER, VINYL, METAL, AND WOOD, IN CLASS 3 (U.s. CLS. 1, 4, 6, 50, 51 AND 52).

FOR: PROTECTIVE PADDED CLOTHING, INCLUDING HELMETS, FOR PROTECTION AGAINST BODILY HARM WHILE HORSEBACK RIDING; EYEGASSES, SUNGLASSES, CONTACT LENSES AND THEIR BOXES, CASES, AND PARTS; DECORATIVE MAGNETS, IN CLASS 9 (U.s. CLS. 21, 23, 26, 36 AND 38).

FOR: LEATHER AND IMITATIONS OF LEATHER, INCLUDING KEYCHAINS MADE IN SUBSTANTIAL PART THEREOF, ANIMAL SKINS AND HIDES; TRUNKS AND TRAVELLING BAGS; HANDBAGS, RUCKSACKS, PURSES; UMBRELLAS, PARASOLS AND WALKING STICKS; WHIPS, HARNESSSES, AND SADDLERY; CLOTHING FOR ANIMALS, IN CLASS 18 (U.s. CLS. 1, 2, 3, 22 AND 41).

FOR: CLOTHING, NAMELY, LOUNGEWEAR, UNDERGARMENTS, DENIM JEANS AND HIGH FASHION WEAR, NAMELY, SOCKS, BELTS, SCARVES, POLO SHIRTS, DRESS SHIRTS, T-SHIRTS, BLOUSES, SWEATERS, VESTS, SUITS, PANTS, JEANS, SHORTS, DRESSES, SKIRTS, JACKETS, COATS, SHAWLS, NECK-TIES, HATS, CAPS, FOOTWEAR, HEADWEAR, IN CLASS 25 (U.s. CLS. 22 AND 39).



PRIORITY CLAIMED UNDER SEC. 440) ON TURKEY APPLICATION NO. 2013/33666, FILED 4-11-2013, REG. NO. 010550028, DATED 5-23-2012, EXPIRES 5-23-2022.

*Michelle K. Lee*

Deputy Director Of the United States  
Patent and Trademark Office

FOR: PERFUMERY,  
COSMETICS, INCLUDING  
ESSENTIAL OILS AND HAIR

THE MARK CONSISTS OF A DESIGN, ONE CLOSED HALF-CIRCLE ON THE LEFT, ONE CLOSED HALF-CIRCLE ON THE TOP RIGHT.

SER. NO. 86-028,998, FILED 8-5-2013.

BRENDAN REGAN, EXAMINING ATTORNEY



EXHIBIT 3

In the matter of Registration No. 5,038,391  
Date Registered: September 13, 2016

Porscia Fashion Inc.,  
Petitioner,

v.

Cancellation No. 92071235  
Schumacher GmbH,  
Registrant.

Von: Porscia@Fashion, Incorporation [mailto:info@porscia.com]

Gesendet: Freitag, 9. November 2018 17:06

An: info@dorothee-schumacher.com

Cc: Info@cvillalobeaon.com

Betreff: Amicable Notice of opposition to your UK Trade Mark application 3341405

Dear Dorothee or to whom it may concern ,

Hello, hope this email finds you well

My name is Porscia@ Yeganeh@, president of Porscia Fashion Incorporation, a global and recognized fashion company based in Canada and Italy mainly.

Im writing you this letter for it has come to my attention by my global Trademark surveillance that you have applied for a similar/lookalike figurative Mark as mine in same classes.

Following the standard action by the officials, I must first initiate an amicable solution with the opponent, yourself, before we can need to proceed officially.

Kindly look at the attached document with my notice of objection.

My IP attorney, Ivan Villalobos, is copied here following on our dialogue .

We look forward to hearing from you before Nov. 16/2018. And feel free to contact me directly via phone. Thank you

Best, Porscia@ Yeganeh@

<sigimg3> <sigimg2> <sigimg1> <sigimg4> <sigimg7> <sigimg6> <sigimg9>

www.PORSCIA.com

<sigimg0>

Porscia Fashion, Incorporation

sigimg5>+39.393.223.2364 <sigimg8>+1.604.803.2269

<opposition UK application.docx>

----- Original Message -----

Subject: Amicable Notice of opposition to your UK Trade Mark application 3341405

From: "Kreuer, Sabine" <SKreuer@schumacher.de>

Date: Mon, November 12, 2018 10:49 pm

To: "'info@porscia.com'" <info@porscia.com>

Cc: "info@cvillalobeaon.com" <info@cvillalobeaon.com>, "Singhoff, Maximilian" <MSinghoff@schumacher.de>

Von: Kanzlei [<mailto:kanzlei@sabine-kreuer.de>]

Gesendet: Montag, 12. November 2018 22:34

An: Kreuer, Sabine

Betreff: Amicable Notice of opposition to your UK Trade Mark application 3341405

Dear Porscia@ Yeganeh@ ,

thank you very much for your Email.

As the UKIPO reported in the meantime, you decided to start a Notice of threatened opposition against our new trade mark application in UK.

We kindly ask you to withdraw this opposition as we have signed a coexistence agreement in 2015 ( see Attachment). I refer to its No. 6 and 7 :

Please be aware that our external IP and trade mark lawyer lawyer who is authorized to receive the correspondence from the UKIPO is already working on a formal reply. This causes costs that may be borne by Porscia as the opposition might be seen as breach of contract by Porscia.

Please also confirm on a formal basis that you will not file an objection against our latest trade mark application in UK.

A short term notice of you is highly appreciated.

Best regards

Sabine Kreuer

El vie., 16 de nov. de 2018 09:41, Porscia@ Fashion, Incorporation <info@porscia.com> escribi6:

Dear Sabine Kreuer and Dorothee Schumacher:

Thank you for your email and the attachments. Hope this email finds you well.

In response of your kind e-mail I am in the pursue of having a telephone conversation with Dorothee in order to discuss the terms of the agreement since I am aware that it seems not as clear as it should be, and as claim 12 of same agreement states:

About my company, I am an Italian resident with all production activities to business occurring here and while the having a satellite office in Vancouver Canada.

The logo is registered partially in Canadian and mostly in Italy. However, if the logo was registered in Canada, the corresponding address would be in Italy.

Furthermore, we have. Not only registered the LOGO but also LOGO+PORSCIA also for our strategic protection and expansion,

REGISTERED Class 3 9 14 18 25;

- , •USA #4550549
- • Canada #1661704
- • Turkey #201333666
- • India #2504959
- • Brazil LOGO #907965571
- • Brazil LOGO+PORSCIA #907753248
- • Italy LOGO+PORSCIA #0001534260
- • Mexico #1213282
- • Russia #1479398
- • Australia #1642169
- • EU #010550028
- • Korea #in registration

For which I merely want to know if we can discuss voids in the agreement which I am aware now, thanks to my lawyer that the terms of the agreement are not clear and it is affecting my business since there is evidently a likelihood of confusion amongst the public, and particularly because in such agreement there is no territory limitations, neither classes limitations well defined , and with no given dates.

Now, if you base your breach of contract against the agreed terms, I'm sorry to say but there is no bases to breach against on. Thus, I have all the rights to opposed on your application in any country I am registered in, but only on my classes; 3, 9, 14, 18, 25. Considering we have commercial use the logo since 2002 as stated on my applications, where you have not, and we are registered in 30 Nations and are expanding. . Because of this we have a strong global watch on the Mark in order to protect our brand against similar or identical marks . And you evidently know this very well yourself for this is the 2nd time we have object on your application.

Dear Dorothy/Sabin, coming from a fashion designer to a fashion designer I must admit that your collection is beautiful! I love every piece you have. I might even become one of your clients!

The only thing I don't understand is why you want to have somebody else's logo, mine, and moreover by you putting my logo sideways, to form your own, makes this more identical to the "infinity" logo, which the world knows about! This dear, doesn't make your brand recognizable what so ever, your brand becomes part of the mainstream. Its unfortunate, your beautiful collection should be recognizable and the only way to protect both of our brands from any conflicting point of interests, which is highly to arise, is to design your own logo and avoid all oppositions in the world..

But let's leave the facts aside and let me speak from my heart. Dear Dorothee/Sabine, everything in life happens for a reason/purpose, and maybe by me objecting Against your/my Logo will guide you into building your own niche logo/brand which will be an EASY and RECOGNIZABLE brand by people. Nothing in life is an accident, believe me! This is who I am and run my business globally in believing this.

Furthermore, I like to In an amicable way to solve this definitely and discuss clear limitations for both parts, for example you are welcome to register your logo in your applied classes ; 4. 16, 35

Dear Dorothy/Sabine I am more than happy to have a personal conference call with you to discuss about this matter. For I believe we both deserve to stand up and speak about our conditions before taking any on any official actions by spending time and money when we can do almost Everything by herself. And only if we need to make an official agreement then we can involve An attorney. I speak from Great experience as we happened to oppose on a lease 1 to 2 applicants a year globalwide in applying for a similar or look like a logo as mine.

Kindly check this email into diligent consideration and I wait to hear from you earlier than November 23/2018, to propose a date and time for a phone call in reply to this letter, or even if you care to write me.

Have a great weekend

Best, Porscia@ Yeganeh@  
www.PORSCIA.com

Porscia Fashion, Incorporation

+39.393.223.2364 +1.604.803.2269

EXHIBIT 4

In the matter of Registration No. 5,038,391  
Date Registered: September 13, 2016

Porscia Fashion Inc.,  
Petitioner,  
v.  
Cancellation No. 92071235  
Schumacher GmbH,  
Registrant.

Von: JOSE IVAN VILLALOBOS AGUJailto:info@cvillalobon.com]

Gesendet: Donnerstag, 22. November 2018 18:32

An: Kreuer, Sabine

Cc: Singhoff, Maximilian; info@porscia.com

Betreff: Reminder: sorry REPLY DATE NOV. 23. Amicable Notice of opposition to your UK Trade Mark application 3341405

Dear Ms. Sabine and Ms. Dorothee Schumacher:

My name is Ivan Villalobos, attorney representing Porscia Fashion Inc interests.

This is a kind reminder of the previous communication of my client in which we request date and time to speak with Dorothee and rearrange the agreement since it is affecting seriously my client's business and it was badly written having only one-sided benefit leaving my client vulnerable.

Such agreement must establish boundaries and moreover since my client has better use in commerce rights.

Therefore, please kindly let us know date and time according to the above to establish clear boundaries and draft a fair agreement as should be formerly.

The lack of response from you of this communication it is understood that there are no interests in fix the agreement and we would have to proceed in further instance.

Looking forward to hearing from you.

Sincerely

On behalf of Porscia Fashion Inc

Ivan Villalobos

IP international counselour

Consultoria B

Info@cvillalobon.com

o: +52-7224907961

M: +52-7226919935

----- Original Message -----

Subject: AW: New agreement set  
From: "Kreuer, Sabine" <[SKreuer@schumacher.de](mailto:SKreuer@schumacher.de)>  
Date: Thu, December 20, 2018 6:37 pm To: 'JOSE IVAN VILLALOBOS AGUI' cc:  
"Singhoff, Maximilian" PORSCIA YEGANEH <[info@porscia.com](mailto:info@porscia.com)>,  
"a.gomoll@rltg.de" <[a.gomoll@rltg.de](mailto:a.gomoll@rltg.de)>

Dear Jose,

Please understand that due to holiday season the below mentioned deadline can not be met from our side.

We will come back to your proposal as soon as possible.

Please also understand that a renewal of the existing agreement between Porscia and Dorothee Schumacher only will be agreed on from our side if there is any advantage also for Dorothee Schumacher. As the existing agreement has been completed under German law, it is legally effective in all points actually.

To speed up our internal process, I kindly ask you to point out the advantages for Dorothee Schumacher in case of acceptance.

Best regards

Sabine

Von: JOSE IVAN VILLALOBOS AGUI [<mailto:info@cvillalobon.com>]  
Gesendet: Donnerstag, 20. Dezember 2018 14:46 An: Kreuer, Sabine cc:  
Singhoff, Maximilian; PORSCIA YEGANEH; [a.gomoll@rltg.de](mailto:a.gomoll@rltg.de) Betreff:  
New agreement set

Dear Sabine,

Please find attached the proposed agreement, this agreement cancels and voids any preceding agreement and contract between the parties.

This agreement contains limitations and a renovation timing, which we consider it is a fair agreement which should be done since the beginning.

We hope a response from you as soon as possible.

Meanwhile, if we do not hear from you by January 05, 2019 we understand that you are not interested in such agreement and we will proceed as stated before.

Looking forward to hearing from you

Best regards

Iván Villalobos  
Consultor Senior  
Paseo de las Yucas 2982  
Fracc Villas del Campo



Calimaya, Méx 52227  
o +52-722-4907961 M  
+52-722-6919935  
info@cvillalobon.com

El mié., 28 de nov. de 2018 02:51, JOSE IVAN VILLALOBOS AGUI  
<info@cvillalobon.com> escribió: Dear Sabine:

Thank you for your response.

We will revert soon with a proposed fair agreement for both parties.

Kind regards,

Iván Villalobos  
Consultor Senior Paseo  
de las Yucas 2982  
Fracc Villas del Campo  
Calimaya, Méx 52227  
o +52-722-4907961 M  
+52-722-6919935  
info@cvillalobon.co  
m

EXHIBIT 5

In the matter of Registration No. 5,038,391  
Date Registered: September 13, 2016

Porscia Fashion Inc.,  
Petitioner,

v.

Cancellation No. 92071235  
Schumacher GmbH,  
Registrant.

On Sat, Nov 24, 2018 at 1 : 13 AM Kreuer, Sabine <SKreuer@schumacher.de> wrote:  
Dear Mr. Villalobos,

thank you for your Email.

After having signed a coexistence agreement between Porscia Inc. and Dorothee Schumacher, we would like to understand what exactly your suggestion for improvement of the agreement is. At the moment, we feel quite comfortable and would continue our future trade mark applications on he basis if the signed agreement.

Mr. Alexander Gomoll, our long time IP expert and trade mark lawyer is in cc.

I suggest you send a draft of an adapted agreement to provide a basis for further negotiations first.

Best regards

Sabine Kreuer

EXHIBIT 6

In the matter of Registration No. 5,038,391

Date Registered: September 13, 2016

Porscia Fashion Inc.,  
Petitioner,

v.

Cancellation No. 92071235

Schumacher GmbH,  
Registrant.

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

In the matter of Registration No. 5,038,391

Date Registered: September 13, 2016

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Porscia Fashion Inc.,

Petitioner,

Cancellation No. 92071235

Schumacher GmbH,

Registrant.

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DECLARATION OF PORSCIA YEGANEH IN SUPPORT OF PETITIONER'S REPLY  
TO REGISTRANT'S MOTION FOR SUMMARY JUDGMENT

I, the undersigned, Porscia Yeganeh, declare as follows:

1. I Petitioner, am the Founder and Chief Executive Officer of Porscia Fashion, Inc. and have acted in that capacity at all relevant times related to this Declaration.

2. Porscia Fashion is a well-established fashion company whose company has been registered in the marketplace since 2002 and US trademark logo has been registered commercially since 2014.

3. I make this Declaration in support of Petitioner's Opposition to Registrant's Motion for Summary Judgment.

4. I signed the Co-Existence Agreement with Schumacher in 2015 with the sole understanding and intention that it would limit Schumacher's current and future trademark registrations exclusively to Germany.

5. I hereby declare and affirm that English is not my first language and the terms of the Co-Existence Agreement were misrepresented to me at the time of execution.

6. I hereby declare and affirm that I signed the prior Co-Existence Agreement by mistake, and I believe it is now null and void.

7. I hereby declare and affirm that the enclosed email co show my intent to limit Schumacher's registrations to Germany and e true and correct.

8. I hereby consent to the disclosure of my email com unications with Schumacher to the Board.

I declare under penalty of perjury under the laws of the U ited States, that the foregoing is true and correct.

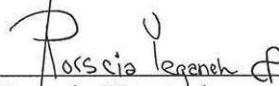
Executed in 040 ( \ e, Italy, on September 2 , 2019.

email communications expressly any and are true and correct.

il communications with Schumacher

the United States, that the foregoing

er 20, 2019.

  
Porscia Yeganeh

Porscia Yeganeh