

**IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE**

DAWSON BLANKINSHIP,

Plaintiff,

v.

KING JEWELERS,

Defendant.

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Case No. _____

JURY DEMANDED

COMPLAINT

I. INTRODUCTION

1. In April of 2024, Dawson Blankinship began planning his wedding proposal. In preparation for that event, he purchased raw tanzanite crystal. Mr. Blankinship then brought that crystal—and his fiancée-to-be’s fourth-generation family heirloom engagement ring—to Defendant King Jewelers to be serviced. In exchange for agreed-upon payment of approximately \$1,100.00, King Jewelers agreed to cut the crystal; set it in his fiancée-to-be’s heirloom ring; and use any leftover crystal to make earrings.

2. Afterward, King Jewelers did not uphold its end of the Parties’ contract. Instead, after Mr. Blankinship placed his crystal and his fiancée’s fourth-generation family heirloom ring in King Jewelers’ care, Mr. Blankinship never saw the items again. The reason, according to King Jewelers, is that the items were “stolen during transit[.]” See **Ex. 1** (King Jewelers Statement) at 1.

3. Despite King Jewelers having promised to insure Mr. Blankinship’s items

for over \$100,000.00, it later became clear that King Jewelers had not adequately done so. Thus, the items were not insured at the time they were stolen.

4. Mr. Blankinship could have accepted all of this. But King Jewelers withheld the truth about what had happened to his items; it misled him about what occurred; and it did not ultimately come clean about what happened for months.

5. After King Jewelers finally admitted both that it had lost the merchandise that Mr. Blankinship had placed in its care and would not be able to return the items, King Jewelers inexplicably refused to pay Mr. Blankinship any amount for the loss.

6. Beyond that, King Jewelers *threatened to sue* Mr. Blankinship and his fiancée for speaking out about what happened.

7. Worse still even than that, King Jewelers sent documents containing Mr. Blankinship's personal information and contact information to non-parties as part of a calculated effort to harass Mr. Blankinship and to smear both him and his fiancée on social media.

8. Thus, rather than accepting accountability for losing and failing to insure their merchandise—and instead of compensating them for the loss—King Jewelers coordinated an outrageous campaign of slander against Mr. Blankinship and his fiancée falsely accusing them of “extortion” and other crimes.

9. Despite Mr. Blankinship's repeated attempts to resolve the situation, King Jewelers kept up its misbehavior pre-suit. In particular, during pre-suit correspondence, King Jewelers boasted that “public comments are turning” on Mr. Blankinship's fiancée. Further, despite its liability for Mr. Blankinship's loss, King Jewelers stated through counsel: “To spell it out clearer as you seem to not comprehend my previous e-mails – your demand/extortion **for any monetary offer** is (and has been) rejected.”

10. This is not even King Jewelers' first incident of such shocking and dishonest misbehavior toward its customers. For example, in 2019, King Jewelers was sued for—and it was then held liable for—selling its customers counterfeit versions of Cartier and Van Cleef merchandise from trademarked collections. See **Ex. 2** (King Jewelers Fraud Lawsuit); see also **Ex. 3**, Lenore Fedow, *Jeweler Fined \$150K for Selling Cartier, Van Cleef Fakes*, NATIONAL JEWELER (Aug. 22, 2019), available at <https://nationaljeweler.com/articles/4160-jeweler-fined-150k-for-selling-cartier-van-cleef-fakes>.

11. At the outset of that litigation, King Jewelers' Vice President, Jonathan King, falsely insisted that “[t]he allegations brought in the complaint include outrageous falsehoods, misrepresentations, and grave inaccuracies.” See **Ex. 4**, Lenore Fedow, *Cartier, Van Cleef Accuse Florida Jeweler of Peddling Fakes*, NATIONAL JEWELER (May 15, 2019), <https://nationaljeweler.com/articles/4125-cartier-van-cleef-accuse-florida-jeweler-of-peddling-fakes>.

12. The lawsuit then terminated *by a consent judgment* in which King Jewelers admitted that it had, in fact, made numerous sales of counterfeit products. See **Ex. 5** (King Jewelers Consent Judgment).

13. Thus, the United States District Court for the Southern District of Florida ordered, among other relief, that:

1. Judgment is granted in favor of Plaintiffs and against Defendant on Plaintiffs' claims for counterfeiting and trademark and trade dress infringement under Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1), unfair competition under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), dilution under Section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c), and design patent infringement under Section 271 of the U.S. Patent Act, 35 U.S.C. § 271, as follows:
2. Defendant shall pay to Plaintiffs the total sum of one-hundred fifty

thousand dollars (\$150,000) within ten (10) business days of entry of this Judgment.

Id. at 3.

14. Given this context, King Jewelers' mistreatment of its customers, its deceit, and its calculated dishonesty to the public about its misbehavior appears simply to be the way that King Jewelers does business.

15. At any rate, because Defendant King Jewelers continues to refuse to pay Mr. Blankinship "any" amount for the items it lost, Mr. Blankinship has been forced to file a lawsuit he never wanted to.

16. Thus, Mr. Blankinship seeks redress for King Jewelers' breach of contract; its violations of the Tennessee Consumer Protection Act; its negligence; and its misrepresentations.

II. PARTIES

17. Plaintiff Dawson Blankinship is a citizen and resident of Davidson County, Tennessee. He may be contacted through counsel.

18. Defendant King Jewelers is a jewelry company. Though King Jewelers recently maintained locations in both Aventura, Florida and Nashville, Tennessee, King Jewelers closed its Aventura store shortly after being sued successfully for peddling counterfeit merchandise to its customers. *See Ex. 5*. Thus, King Jewelers' principal (and only) place of business is now located in Davidson County, Tennessee. King Jewelers may be served with process through its registered agent, David King, at 4121 Hillsboro Pike, Nashville, TN 37215-7700.

III. JURISDICTION AND VENUE

19. This Court has jurisdiction over this lawsuit pursuant to Tenn. Code Ann. §

16-10-101.

20. As the county where the Plaintiff's causes of action arose, venue in this matter is proper pursuant to Tenn. Code Ann. § 20-4-101(a). Venue is independently proper pursuant to Tenn. Code Ann. § 20-4-101(b).

IV. FACTUAL ALLEGATIONS

21. In February 2023, Plaintiff Dawson Blankinship purchased raw tanzanite crystal for \$9,500.00. *See Ex. 6* (Tanzanite Receipt).

22. In preparation for a forthcoming wedding proposal, Mr. Blankinship wanted to have the tanzanite crystal cut and set in his fiancée-to-be's family heirloom engagement ring.

23. After discussing with other jewelers the services he wanted, Mr. Blankinship contracted with Defendant King Jewelers to perform these services.

24. Mr. Blankinship contracted with Defendant King Jewelers based on King Jewelers' affirmative representations about its ability to perform the required services, the promised quality of its services, and its promise to insure Mr. Blankinship's items after taking possession of them.

25. Specifically, in exchange for approximately \$1,100.00, King Jewelers agreed to "cut [the] tanzanite," "set [it] in [the] ring," and to "see what else can be" done with the leftover crystal, which Defendant King Jewelers represented would likely be able to be used to make earrings.

26. To induce Mr. Blankinship to hire King Jewelers to perform these services, King Jewelers also affirmatively represented to Mr. Blankinship that it would insure the crystal and ring for over \$100,000.00 after taking possession of the items.

27. Thus, at the point of sale, King Jewelers asked Mr. Blankinship whether the

value of the merchandise exceeded \$100,000.00.

28. Mr. Blankinship indicated that the value of his merchandise did not exceed \$100,000.00.

29. Accordingly, King Jewelers instructed Mr. Blankinship to leave the “estimated value” line of his purchase receipt blank, because King Jewelers would insure the items for more than their value after taking possession of them.

30. Content with these terms, Mr. Blankinship left both the then-uncut crystal and his fiancée-to-be’s family heirloom ring in the possession of King Jewelers on April 3, 2024 and signed the purchase receipt. *See Ex. 7.*

31. Afterward, Mr. Blankinship never saw either the crystal or his fiancée’s ring ever again.

32. After contracting with King Jewelers, Mr. Blankinship called for periodic updates about the status of his purchase.

33. Mr. Blankinship was informed that the services he had purchased were being completed and that he would be told when his ring was ready.

34. By July of 2024, having received no meaningful status updates from King Jewelers since the point of sale, Mr. Blankinship began calling King Jewelers to inquire about the specific status of the ring and stone.

35. On July 11, 2024, Mr. Blankinship finally received a call back from the Defendant after calling three times in one day with no response.

36. The employee who called Mr. Blankinship informed him that, notwithstanding King Jewelers’ earlier claims about the status of his merchandise, both the ring and stone had been lost back in May.

37. Mr. Blankinship then immediately attempted to schedule a meeting with

King Jewelers' President, David King.

38. After doing so, Mr. King did not appear for that meeting.

39. The day after he missed the scheduled meeting, Mr. King called Mr. Blankinship.

40. Mr. King informed Mr. Blankinship that—after Mr. Blankinship's crystal was cut, set in his fiancée's ring, and shipped back to King Jewelers by a third-party gem cutter—the package was lost by FedEx after being stolen during transit.

41. Mr. Blankinship was ultimately presented with an "Incident Report" concerning the matter that was created by the City of Miami Police Department, a copy of which is attached here as **Ex. 8**.

42. Despite King Jewelers' representation to Mr. Blankinship at the time of his purchase that his items would be insured for more than \$100,000.00, Mr. Blankinship's items were not insured at all at the time they were stolen.

43. Despite King Jewelers' representation to Mr. Blankinship at the time of his purchase that his items would be insured for more than \$100,000.00, King Jewelers did not require the agent that King Jewelers used to cut Mr. Blankinship's crystal and set it in the ring to purchase insurance on the return package.

44. Mr. King has acknowledged that Mr. Blankinship had been damaged by the loss.

45. Mr. King has acknowledged that Mr. Blankinship is due compensation.

46. As compensation, Mr. King unilaterally offered to design a new ring as a replacement for Mr. Blankinship.

47. Given that King Jewelers had misled him, acted dishonestly toward him, failed to perform promised services, and lost his fiancée's cherished family heirloom,

however, Mr. Blankinship no longer wanted to do business with—or have anything to do with—King Jewelers.

48. Thus, Mr. Blankinship asked to be compensated monetarily for the loss of his crystal and his fiancée’s heirloom engagement ring.

49. King Jewelers was enraged by this request.

50. King Jewelers refused to offer any monetary compensation whatsoever to Mr. Blankinship for his loss.

51. After Mr. Blankinship retained counsel to pursue settlement of his loss, King Jewelers stated to Mr. Blankinship through counsel: “To spell it out clearer as you seem to not comprehend my previous e-mails – your demand/extortion **for any monetary offer** is (and has been) rejected.” **Ex. 9** at 1.

52. King Jewelers refused to compensate Mr. Blankinship for the lost items because it asserted that the ring was not in King Jewelers’ possession—and, thus, was not its responsibility—at the time it was stolen.

53. On behalf of King Jewelers—and despite King Jewelers having earlier agreed to insure the items for in excess of \$100,000.00—Mr. King also told Mr. Blankinship that the items could not be worth more than a couple hundred dollars.

54. On behalf of King Jewelers, Mr. King also threatened to sue Mr. Blankinship if he left King Jewelers negative online reviews.

55. When Mr. Blankinship did leave negative reviews online, King Jewelers had the reviews deleted.

56. Given King Jewelers’ outrageous behavior, Mr. Blankinship’s fiancée announced what had happened on social media.

57. In response, King Jewelers took to social media to address the situation. *See*

Ex. 1.

58. In a statement, King Jewelers claimed to “sincerely regret” what happened and acknowledged “that the sentimentality of [Mr. Blankinship and his fiancée’s] item cannot be replicated.” *Id.* at 1.

59. In the same statement, King Jewelers falsely claimed that it “offered to compensate them with money at fair market value[.]” *Id.* at 2.

60. King Jewelers acknowledged “[l]osing” Mr. Blankinship’s items and claimed that doing so “is every jeweler’s worst nightmare[.]” *Id.*

61. King Jewelers stated that it had “followed protocol and insured” the items. *Id.*

62. King Jewelers stated that its agent “chose not to insure the returned package due to the value of the contents, in his expert opinion.” *Id.*

63. Mr. Blankinship had never contracted with King Jewelers’ “cutter.” Nor had Mr. Blankinship ever asked for this cutter’s “expert opinion” on whether his items should be insured. *Id.*

64. What Mr. Blankinship *had* done is contracted with King Jewelers, which assured Mr. Blankinship that its “protocol” included insuring his items for over \$100,000.00.

65. King Jewelers’ statement went on to acknowledge that it “should have better communicated” what happened. *Id.* at 3.

66. King Jewelers’ statement falsely represented that it will “still stand by our previous offers to compensate [Mr. Blankinship and his fiancée] with fair market value for the lost items.” *Id.*

67. King Jewelers has never offered Mr. Blankinship any monetary

compensation at all despite repeated requests.

68. To the contrary, King Jewelers has stated to Mr. Blankinship through counsel: “To spell it out clearer as you seem to not comprehend my previous e-mails – your demand/extortion **for any monetary offer** is (and has been) rejected.” **Ex. 9** at 1.

69. King Jewelers has also repeatedly threatened to sue Mr. Blankinship and his fiancée for telling the public about King Jewelers’ outrageous behavior.

70. Rather than compensating or even offering to compensate Mr. Blankinship financially for losing his items, King Jewelers sent documents containing Mr. Blankinship’s personal contact information to non-parties as part of a concerted effort to harass Mr. Blankinship and smear him and his fiancée on social media.

71. In an attempt to protect its own reputation—and while refusing to compensate Mr. Blankinship— King Jewelers has coordinated an outrageous campaign of slander against Mr. Blankinship and his fiancée falsely accusing them of “extortion” and other crimes.

72. After doing so, King Jewelers has boasted to Mr. Blankinship’s counsel that “public comments are turning” on Mr. Blankinship’s fiancée. *Id.*

V. CAUSES OF ACTION

CLAIM #1: BREACH OF CONTRACT

73. The Plaintiff incorporates and realleges the foregoing allegations as if fully set forth herein.

74. In April 2024, Mr. Blankinship and King Jewelers entered into an enforceable contract.

75. The Parties had mutual obligations to one another under the Parties’

contract.

76. As part of the Parties' contract, King Jewelers offered, *inter alia*: to receive Mr. Blankinship's tanzanite crystal; to set it in Mr. Blankinship's fiancée's white gold family heirloom engagement ring; and to make use of the leftover crystal.

77. King Jewelers also promised Mr. Blankinship that it would insure his items for over \$100,000.00 after taking possession of them.

78. To induce Mr. Blankinship to accept its offer, King Jewelers expressly warranted that it would insure the items for in excess of \$100,000.00 after taking possession of them.

79. In exchange for these promises, Mr. Blankinship accepted King Jewelers' offer, he agreed to entrust his items to King Jewelers' care, and he agreed to pay King Jewelers approximately \$1,100.00.

80. Notwithstanding King Jewelers' promise to insure Mr. Blankinship's items after taking possession of them, King Jewelers only insured the items during one stage of transit to its gem cutter.

81. Thus, despite King Jewelers' promise to insure Mr. Blankinship's items, King Jewelers failed to insure the items when they were in its gem cutter's care, and King Jewelers failed to ensure that the items were insured when they were shipped back to King Jewelers.

82. Notwithstanding King Jewelers' promise to insure Mr. Blankinship's items after taking possession of them, King Jewelers failed to instruct its gem cutter to insure the items.

83. After King Jewelers took custody of Mr. Blankinship's items—and during a time period when they were not insured—the items were stolen.

84. Notwithstanding King Jewelers' promise to insure Mr. Blankinship's items after taking possession of them, King Jewelers failed to insure Mr. Blankinship's items at the time they were stolen.

85. King Jewelers also failed to deliver to Mr. Blankinship either his fiancée-to-be's ring or any component of Mr. Blankinship's crystal as contemplated by the Parties' contract.

86. King Jewelers did not perform its obligations under Mr. Blankinship's contract and breached them.

87. King Jewelers' breach of its contractual obligations to Mr. Blankinship caused Mr. Blankinship to suffer a loss that King Jewelers has acknowledged.

88. King Jewelers has publicly acknowledged its obligation to compensate Mr. Blankinship for the loss he suffered and has publicly proclaimed its willingness to do so.

89. Nevertheless, King Jewelers has privately refused to compensate Mr. Blankinship in "any" amount for the value of the lost crystal and ring setting. *See Ex. 9* at 1.

90. King Jewelers is liable to Mr. Blankinship for breaching the Parties' contract and for all damages resulting from its breach.

CLAIM #2: VIOLATION OF THE TENNESSEE CONSUMER PROTECTION ACT
TENN. CODE ANN. § 47-18-101, et seq.

91. The Plaintiff incorporates and realleges the foregoing allegations as if fully set forth herein.

92. A business violates the Tennessee Consumer Protection Act (TCPA) when it "[r]epresent[s] that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have[.]" Tenn. Code Ann. § 47-

18-104(b)(5).

93. A business also violates the TCPA when it “[r]epresent[s] that goods or services are of a particular standard, quality or grade, . . . if they are of another[.]” Tenn. Code Ann. § 47-18-104(b)(7).

94. A business further violates the TCPA when it “[r]epresent[s] that a consumer transaction confers or involves rights, remedies or obligations that it does not have or involve[.]” Tenn. Code Ann. § 47-18-104(b)(12).

95. A business additionally violates the TCPA when it “[r]epresent[s] that a guarantee or warranty confers or involves rights or remedies which it does not have or involve[.]” Tenn. Code Ann. § 47-18-104(b)(19).

96. “Though the TCPA does not define the terms ‘unfair’ or ‘deceptive,’ the Tennessee Supreme Court has recognized that a deceptive act or practice is a material representation, practice or omission likely to mislead a reasonable consumer.” *See Cloud Nine, LLC v. Whaley*, 650 F. Supp. 2d 789, 796–97 (E.D. Tenn. 2009) (quoting *Ganzevoort v. Russell*, 949 S.W.2d 293, 299 (Tenn. 1997)).

97. When Mr. Blankinship and King Jewelers contracted, King Jewelers expressly warranted that the Parties’ transaction and King Jewelers’ service to Mr. Blankinship would include insuring his items for in excess of \$100,000.00.

98. King Jewelers has since acknowledged publicly and represented to the public that its “protocol” involves insuring customers’ items. *See Ex. 1* at 2.

99. After inducing Mr. Blankinship’s business based on its promise to insure his items after taking possession of them, King Jewelers failed to ensure that the items were adequately insured as warranted.

100. King Jewelers did not instruct its gem-cutter to insure the return shipment.

101. King Jewelers did not pay for insurance on the return shipment.

102. Thus, Mr. Blankinship's items were not insured at all at the time they were stolen.

103. Through these actions, King Jewelers violated Tenn. Code Ann. § 47-18-104(b)(5); Tenn. Code Ann. § 47-18-104(b)(7); Tenn. Code Ann. § 47-18-104(b)(12); and Tenn. Code Ann. § 47-18-104(b)(19).

104. After Mr. Blankinship's items were stolen, King Jewelers willfully and knowingly failed to communicate the loss to Mr. Blankinship and misled him about it for six weeks.

105. King Jewelers' violations of the TCPA resulted in actual damages to Mr. Blankinship.

106. Based on King Jewelers' violations of the TCPA, King Jewelers is liable to Mr. Blankinship for all ascertainable losses incurred. *See* Tenn. Code Ann. § 47-18-109(a)(1).

107. Because King Jewelers' misconduct was willful and knowing; deceptive; caused Mr. Blankinship actual damage; and was undertaken in bad faith, treble damages are warranted under Tenn. Code Ann. § 47-18-109(3)–(4).

108. Mr. Blankinship is further entitled to an award of reasonable attorney's fees under Tenn. Code Ann. § 47-18-109(e)(1).

109. King Jewelers' acts or practices were deceptive to Mr. Blankinship, contravening Tenn. Code Ann. § 47-18-104(b)(27).

110. **Pursuant to Tenn. Code Ann. § 47-18-109(f)(1), “the clerk of the court shall mail a copy of th[is] complaint . . . to the attorney general and, upon the entry of any judgment, order, or decree in the action, shall mail a**

copy of such judgment, order or decree to the attorney general.”

CLAIM #3: NEGLIGENCE

111. The Plaintiff incorporates and realleges the foregoing allegations as if fully set forth herein.

112. “A negligence cause of action has five essential elements: (1) a legally recognized duty owed by the defendant to the plaintiff, (2) the defendant’s breach of that duty, (3) an injury or loss, (4) causation in fact, and (5) legal cause.” *Timmons v. Metro. Gov’t of Nashville & Davidson Cty.*, 307 S.W.3d 735, 741 (Tenn. Ct. App. 2009) (collecting cases).

113. When Mr. Blankinship and King Jewelers agreed that King Jewelers would cut the crystal and set it in Mr. Blankinship’s ring, King Jewelers undertook and assumed a legally recognized duty of care to Mr. Blankinship to safekeep the items and protect them.

114. King Jewelers also assumed to act to insure Mr. Blankinship’s items under its warranted company “protocol.”

115. Even though King Jewelers assumed to act gratuitously, King Jewelers became subject to the duty of acting carefully under Tennessee law. *See Marr v. Montgomery Elevator Co.*, 922 S.W.2d 526, 529 (Tenn. Ct. App. 1995) (“One who assumes to act, even though gratuitously, may thereby become subject to the duty of acting carefully.”) (collecting cases).

116. After taking possession of Mr. Blankinship’s items—which King Jewelers received in good condition—King Jewelers failed to safekeep the items and failed to protect them, and it failed to ensure that the items were insured at all items.

117. King Jewelers has since insisted that Mr. Blankinship’s loss was “beyond

our control.” See **Ex. 10**.

118. King Jewelers was fully in control of whether Mr. Blankinship’s items were insured.

119. Despite undertaking a duty to insure Mr. Blankinship’s items, King Jewelers opted to allow its gem cutter—with whom Mr. Blankinship had not contracted, consulted, and had no relationship—to decide whether or not to insure Mr. Blankinship’s items.

120. King Jewelers’ agent did not insure Mr. Blankinship’s items.

121. As a result, at the time the items were stolen, Mr. Blankinship’s items were not insured.

122. Under Tenn. Code Ann. § 24-5-111, King Jewelers’ failure to return or redeliver Mr. Blankinship’s items to him according to the Parties’ contract constitutes prima facie evidence that King Jewelers acted negligently.

123. King Jewelers breached its duty to ensure that Mr. Blankinship’s property—the uncut crystal and ring setting—were handled with reasonable care.

124. Specifically, King Jewelers breached its duty of reasonable care by failing to insure the items during return shipment to King Jewelers.

125. King Jewelers also breached its duty of reasonable care by failing to instruct its agent to insure the return package.

126. After Mr. Blankinship’s items were lost, King Jewelers failed to inform Mr. Blankinship of the loss for roughly six weeks from the alleged date of loss.

127. When King Jewelers did eventually inform Mr. Blankinship that his items had been lost, King Jewelers refused to pay Mr. Blankinship any amount for the loss.

128. As both a direct and proximate result of King Jewelers’ failure to handle Mr. Blankinship’s items with reasonable care and its refusal to compensate Mr. Blankinship

for the resulting loss, Mr. Blankinship has suffered actual damages.

CLAIM #4: PROMISSORY ESTOPPEL

129. The Plaintiff incorporates and realleges the foregoing allegations as if fully set forth herein.

130. King Jewelers promised Mr. Blankinship that it would insure his items after taking possession of the items.

131. That promise was unambiguous.

132. That promise was not unenforceably vague.

133. Mr. Blankinship reasonably relied on King Jewelers' promise to his detriment.

134. In particular, Mr. Blankinship did not purchase personal insurance on his items after entrusting them to King Jewelers' care because King Jewelers promised Mr. Blankinship that King Jewelers would insure them.

135. King Jewelers' failure to fulfill its promise to Mr. Blankinship caused Mr. Blankinship to suffer actual damages.

136. After causing Mr. Blankinship to suffer these damages—and notwithstanding King Jewelers' promises to him—King Jewelers then blamed Mr. Blankinship for not purchasing personal insurance and refused to pay him any amount to cover his loss.

CLAIM #5: NEGLIGENT MISREPRESENTATION

137. The Plaintiff incorporates and realleges the foregoing allegations as if fully set forth herein.

138. At the point of sale, King Jewelers supplied information to Mr. Blankinship about a present fact: its policy or "protocol" of insuring customer merchandise after

receiving it for service.

139. In particular, King Jewelers warranted that its policy or “protocol” was to insure customer merchandise for in excess of \$100,000.00 after taking possession of customer items for service.

140. The information that King Jewelers supplied to Mr. Blankinship about its policy or “protocol” of insuring customer merchandise after receiving merchandise for service was false.

141. In fact, King Jewelers insures only *outgoing* shipments of customer merchandise; once an outgoing shipment is delivered, King Jewelers does not insure the items, and the items are left uninsured and, therefore, unprotected.

142. King Jewelers did not exercise reasonable care in communicating to Mr. Blankinship the information about its insurance policy or “protocol.”

143. Mr. Blankinship justifiably relied on the information he was provided about King Jewelers’ policy or “protocol” of insuring customer merchandise.

144. Mr. Blankinship relied to his detriment on the information he was provided about King Jewelers’ policy or “protocol” of insuring customer merchandise.

145. King Jewelers’ misrepresentation caused Mr. Blankinship to suffer an ascertainable loss.

146. Notwithstanding Mr. Blankinship’s actual loss, King Jewelers has refused to pay Mr. Blankinship compensation in any amount.

VI. PRAYER FOR RELIEF

WHEREFORE, the Plaintiff respectfully requests:

1. That the Defendant be required to appear and answer this Complaint within the time required by law;

2. All compensatory and incidental damages to which the Plaintiff is entitled in an amount not less than \$25,000.00;
3. Treble damages pursuant to Tenn. Code Ann. § 47-18-109(a)(3);
4. Punitive damages in an amount not less than \$50,000.00;
5. That the Plaintiff be awarded the attorney's fees and discretionary costs of trying this action;
6. That pre-judgment and post-judgment interest be awarded to the Plaintiff;
7. That all costs be taxed against the Defendant;
8. That a jury of 12 be empaneled to try this cause; and
9. All such further relief as this Court deems just and proper.

Respectfully submitted,

/s/ Daniel A. Horwitz
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SARAH MARTIN, BPR #037707
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Counsel for Plaintiff



A message from King Jewelers:

We've been in business for almost 113 years in large part because we go above and beyond for our clients. When we were approached to make this engagement ring after other local stores in town turned them down as no one wanted to deal with cutting a small raw gemstone, we felt it in our hearts to assist them. We are a family business that works in the jewelry industry, but ultimately our business centers on sentimentality and celebrating life's special occasions.

We sincerely regret that this client's piece of jewelry was stolen during transit, as we know that the sentimentality of their item cannot be replicated.



In terms of compensation, we offered to create for them a custom engagement ring inspired by the elements of their first one using a superior-grade gemstone at no charge. We also offered to compensate them with money at a fair market value if they did not want to work with our company. Losing a client's item is every jeweler's worst nightmare, and we followed protocol and insured our shipment to the cutter in Florida.

After speaking with the cutter, we learned that he chose not to insure the returned package due to the value of the contents, in his expert opinion.



We acknowledge the frustration we caused the client, as we should have better communicated when we needed time to become aware of the unfortunate situation and to fully grasp the problem with our cutter as well as Fedex, in attempt to locate the missing items and stolen package.

We still stand by our previous offers to compensate them with fair market value for the lost items. We value our clients and their trust, and we ask that this situation is viewed as the true anomaly that it is and one we continue to try to correct as best we know how.

David King

Owner of King Jewelers | Nashville, TN

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

VAN CLEEF & ARPELS, S.A.; VAN CLEEF &
ARPELS, a division of RICHEMONT NORTH
AMERICA, INC.; CARTIER INTERNATIONAL
AG; and CARTIER, a division of RICHEMONT
NORTH AMERICA, INC.,

Plaintiffs,

v.

SCOTT KING, INC. dba FLORIDA DIAMOND
BROKERS and KING JEWELERS,

Defendant.

Civil Action No. _____

**COMPLAINT
(JURY TRIAL DEMANDED)**

Plaintiffs Van Cleef & Arpels, S.A. and Van Cleef & Arpels, a division of Richemont North America, Inc. (individually and together, “Van Cleef & Arpels” or “VCA”), and Cartier International AG and Cartier, a division of Richemont North America, Inc. (individually and together, “Cartier”) (all collectively “Plaintiffs”), for their Complaint against defendant Scott King, Inc. dba Florida Diamond Brokers and King Jewelers (“Defendant”), allege as follows:

SUBSTANCE OF THE ACTION

1. All of the claims asserted herein arise out of and are based on Defendant’s willful infringement of Plaintiffs’ intellectual property rights, which Defendant is well aware of but chooses to blatantly disregard. Defendant unlawfully promotes, distributes, and sells jewelry products that are imitations of Plaintiffs’ jewelry designs, which are protected under the trademark laws.

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2. In some cases, Defendant's imitation jewelry is even engraved with the famous VCA and CARTIER marks, despite Defendant never having received authorization from VCA or Cartier, making such products counterfeits.

3. Plaintiffs bring claims for counterfeiting and trademark and trade dress infringement under Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1); unfair competition under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a); dilution under Section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c); and design patent infringement under Section 271 of the U.S. Patent Act, 35 U.S.C. § 271. Plaintiffs seek injunctive and monetary relief.

JURISDICTION AND VENUE

4. This Court has jurisdiction under Section 39 of the Lanham Act, 15 U.S.C. § 1121, and under Sections 1331 and 1338(a) and (b) of the Judicial Code, 28 U.S.C. §§ 1331, 1338(a) & (b).

5. This Court has personal jurisdiction over Defendant under Section 48.193(1) of the Florida Statutes because (i) Defendant resides in this state and/or is operating, conducting, engaging in, and carrying on a business in this state, (ii) Defendant committed tortious acts within this state by selling its infringing goods here, and (iii) the events giving rise to this Complaint occurred in this state and/or had effects in this state.

6. Venue is proper in this district pursuant to Sections 1391(b) and (c) of the Judicial Code, 28 U.S.C. §§ 1391(b) and (c), because Defendant is subject to personal jurisdiction in this district due to its transacting of business herein and because a substantial portion of the events at issue have arisen and will arise in this judicial district and Plaintiffs are suffering harm in this judicial district.

THE PARTIES

7. Plaintiff Van Cleef & Arpels, S.A. is a corporation organized and existing under the laws of Switzerland, having a principal place of business at 8 Route des Biches, 1752 Villars-sur-Glane, Switzerland.

8. Plaintiff Van Cleef & Arpels, a division of Richemont North America, Inc., is a corporation organized and existing under the laws of the State of Delaware, having a principal place of business at 645 Fifth Avenue, New York, New York 10022. Van Cleef & Arpels, a division of Richemont North America, Inc. is the exclusive distributor of Van Cleef & Arpels products in the United States.

9. For the purposes of this Complaint, except where specified, the interests of Plaintiffs Van Cleef & Arpels, S.A. and Van Cleef & Arpels, a division of Richemont North America, Inc., herein are as a practical matter identical, and they are herein referred to individually and collectively as “Van Cleef & Arpels” or “VCA.”

10. Plaintiff Cartier International AG is a public limited company organized and existing under the laws of Switzerland, having a principal place of business at Hinterbergstrasse 22, 6312 Steinhausen, Switzerland.

11. Plaintiff Cartier, a division of Richemont North America, Inc., is a corporation organized and existing under the laws of the State of Delaware, having a principal place of business at 645 Fifth Avenue, New York, New York 10022. Cartier, a division of Richemont North America, Inc., is the exclusive distributor of Cartier brand products in the United States.

12. For the purposes of this Complaint, except where specified, the interests of Plaintiffs Cartier International AG and Cartier, a division of Richemont North America, Inc.

herein are as a practical matter identical, and they are herein referred to individually and collectively as “Cartier.”

13. Upon information and belief, Defendant Scott King, Inc. dba Florida Diamond Brokers and King Jewelers is a corporation organized and existing under the laws of the State of Florida, having a principal place of business at 18265 Biscayne Boulevard, Aventura, Florida 33160.

FACTS COMMON TO ALL CLAIMS FOR RELIEF

I. VAN CLEEF & ARPELS

A. The VAN CLEEF & ARPELS Brand and Business

14. VCA is a world-famous supplier of fine jewelry sold under the VAN CLEEF & ARPELS brand name. Since its inception in France in 1906, VCA and its predecessors-in-interest have been known for their innovative, high-quality fine jewelry. VCA’s products appeal to the luxury goods market and are considered extraordinarily fashionable.

15. VCA’s products are sold only in company-owned stores, in authorized specialty retail stores, and in authorized department stores. VCA currently operates twelve boutiques under the VAN CLEEF & ARPELS name in the United States, including its famous New York City boutique located on the corner of 57th Street and 5th Avenue.

B. The VCA Mark

16. Among the trademarks owned and used by Van Cleef & Arpels is the world-famous VCA trademark (the “VCA Mark”), which has been used continuously in the United States in connection with the advertising and sale of fine jewelry and watches since at least as early as 1939.

17. Van Cleef & Arpels has invested significant time, money, and effort to advertise and promote the VCA Mark and the products sold thereunder, spending millions of dollars annually on such efforts.

18. The combination of the highest quality products and extensive promotional efforts has kept the VCA Mark at the apex of the luxury products industry for decades, and has resulted in millions of dollars of sales year after year.

19. As a result, the VCA Mark has acquired enormous value and has become extremely well known to the consuming public and trade as identifying and distinguishing the source of Van Cleef & Arpels’ products exclusively and uniquely. The VCA Mark represents enormous goodwill.

20. The VCA Mark is the subject of federal trademark registrations, including, but not limited to, the following registration:

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Registered Goods</u>
VCA	1,584,572	February 27, 1990	Jewelry

21. A printout detailing the registration information for the above mark is attached hereto as Exhibit A. This registration is valid, subsisting, and in full force and effect. Moreover, the registration has become incontestable under Section 15 of the Lanham Act, 15 U.S.C. § 1065, and serves as conclusive evidence of the validity of the registered mark, of the registration of the mark, and of VCA’s exclusive right to use the mark in commerce on or in connection with the products for which the mark is registered, as provided by Section 33(b) of the Lanham Act, 15 U.S.C. § 1115(b).

C. VCA's Alhambra Collection and Related Intellectual Property Rights

22. One of VCA's most well-known and sought-after jewelry designs is known as the "Alhambra." VCA's Alhambra collection was developed in France in the late 1960s and features a quatrefoil motif.

23. To this day, VCA offers a collection of jewelry based on its first Alhambra design, which is now referred to as the "Vintage Alhambra" collection to distinguish it from later variations on the original design. Examples from the Vintage Alhambra collection are pictured below:



24. Over time, VCA has introduced several variations of the original Alhambra design. The signature pieces in VCA's Alhambra jewelry collections incorporate a distinctive quatrefoil design composed of a unique combination of elements that collectively create a particular trade dress that is characteristic of VCA's Alhambra collections (the "Alhambra Trade Dress"). A close-up of an example of the Alhambra Trade Dress is depicted below:



25. The Alhambra Trade Dress cannot be described in words. However, the Alhambra Trade Dress consists of the configuration of a quartrefoil-shaped ornament comprising:

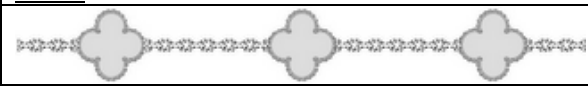

1. four identical lobes;
 2. each lobe having a semicircular shape;
 3. the lobes having both left-right and top-bottom symmetry;
 4. an outer band;
 5. having a constant width;
 6. the outer surface of the band defining the contour of the ornament;
 7. the inner surface of the band defining an inner or central portion;
 8. having four identical cusps (inner points of the lobes) which extend about half way into the ornament;
 9. the inner portion;
 10. having a quatrefoil shape defined by the inner surface of the outer band;
- and

11. which is either hollowed out or made of a single filling material, such as mother of pearl, onyx, lapis, diamonds or metal, and may include a small centered jewel.

26. For decades and continuing through today, VCA has made widespread and exclusive use of the iconic Alhambra Trade Dress. VCA has invested a considerable amount of time, effort, and money advertising and promoting its jewelry and watch products bearing the Alhambra Trade Dress and has enjoyed enormous success selling such products in the United States and around the world. Products bearing the Alhambra Trade Dress have received extensive unsolicited media coverage due to their innovative and distinctive design and their popularity with many high-profile celebrities.

27. By virtue of extensive sales, advertising, and promotion, the Alhambra Trade Dress has become instantly recognizable to the public as exclusively denoting VCA and signaling the high quality of its products. As such, the Alhambra Trade Dress has obtained secondary meaning and is an enormously valuable asset of VCA.

28. In addition to VCA’s extensive and strong common law rights in the Alhambra Trade Dress, Plaintiff Van Cleef & Arpels, S.A. owns the following trademark registrations:

<i>Mark</i>	<i>Reg. No.</i>	<i>First Use</i>	<i>Registered Goods</i>
	4,326,883	1968	Jewelry
	4,763,030	1968	Jewelry; rings; pendants; earrings; necklaces; bracelets

29. Printouts detailing the registration information for the above marks are attached hereto as Exhibit B. These registrations are all valid, subsisting, and in full force and effect.

Moreover, Registration No. 4,326,883 has become incontestable under Section 15 of the Lanham Act, 15 U.S.C. § 1065, and serves as conclusive evidence of the validity of the registered mark, of the registration of the mark, and of VCA’s exclusive right to use the mark in commerce on or in connection with the products for which the mark is registered, as provided by Section 33(b) of the Lanham Act, 15 U.S.C. § 1115(b).

D. VCA’s Perlée Collection and Related Intellectual Property Rights

30. Another one of Van Cleef & Arpels’ signature jewelry designs is the Perlée design (the “Perlée Design”), examples of which is shown below:



31. The Perlée Design is protected by Design Patent No. D640,157 S, which claims the ornamental design for a bracelet, and Design Patent No. D638,737 S, which claims the ornamental design for a ring (together, the “Perlée Patents”). Printouts detailing the registration information for these design patents are attached hereto as Exhibit C.

II. CARTIER

A. The CARTIER Brand and Business

32. Cartier is a world-famous supplier of fine jewelry and luxury watches sold under the CARTIER name and mark.

33. Founded in 1847 by Louis-François Cartier, Cartier has built a reputation for fine craftsmanship in the jewelry field. Through over 170 years of use, Cartier has built its CARTIER name and mark to be synonymous with high-quality, well-crafted jewelry. Today, the company offers for sale and sells a wide range of products, including timepieces, fine jewelry, and accessories. Cartier's commitment to innovation in design and function, as well as the use of only the finest materials, has brought it renown as a leading maker of luxury goods.

34. Among Cartier's most important assets is the intellectual property associated with its brand. Among other protection, Cartier owns U.S. trademark registrations covering many of its world-famous marks and innovative jewelry designs.

B. The CARTIER Mark

35. Among the trademarks owned and used by Cartier is the world-famous CARTIER trademark (the "CARTIER Mark"), which has been used continuously in the United States in connection with the advertising and sale of fine jewelry and watches since at least as early as 1859.

36. Cartier has invested significant time, money, and effort to advertise and promote the CARTIER Mark and the products sold thereunder, spending millions of dollars annually on such efforts.

37. The combination of the highest quality products and extensive promotional efforts has kept the CARTIER Mark at the apex of the luxury products industry for decades and has resulted in millions of dollars of sales year after year.

38. As a result, the CARTIER Mark has acquired enormous value and has become extremely well known to the consuming public and trade as identifying and distinguishing the

source of Cartier's products exclusively and uniquely. The CARTIER Mark represents enormous goodwill and has become famous throughout the United States.

39. The CARTIER Mark is the subject of numerous federal trademark registrations, including, but not limited to, the following:

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Registered Goods</u>
CARTIER	411,239	January 9, 1945	<i>Inter alia</i> , bracelets, earrings, finger rings
CARTIER	759,202	October 29, 1963	<i>Inter alia</i> , articles of jewelry for personal wear
<i>Cartier</i>	411,240	January 9, 1945	Articles of jewelry for personal wear, namely, <i>inter alia</i> , bracelets, earrings, finger rings
<i>Cartier</i>	4,178,047	July 24, 2012	<i>Inter alia</i> , jewelry

40. Printouts detailing the registration information for the above marks are attached hereto as Exhibit D. These registrations are all valid, subsisting, and in full force and effect. Moreover, all of the above registrations have become incontestable under Section 15 of the Lanham Act, 15 U.S.C. § 1065, and serve as conclusive evidence of the validity of the registered marks, of the registration of the marks, and of Cartier's exclusive right to use the marks in commerce on or in connection with the products for which the marks are registered, as provided by Section 33(b) of the Lanham Act, 15 U.S.C. § 1115(b).

C. Cartier's LOVE Collection and Related Intellectual Property Rights

41. One of Cartier's most well-known and sought-after jewelry lines is known as the LOVE collection, which consists of a wide variety of jewelry products, each with the distinctive appearance of a flat metal band in white gold, yellow gold, or pink gold punctuated by simulated screw head designs and/or diamonds (the "LOVE Trade Dress"), as shown below:



42. The first item in the LOVE collection was the LOVE bracelet, designed for Cartier by Aldo Cipullo in 1969.

43. Since its introduction, the LOVE bracelet has adorned the wrists of many famous celebrities, including 1970s couples such as Elizabeth Taylor and Richard Burton, Nancy and Frank Sinatra, Cary Grant and Dyan Cannon, and Ali McGraw and Steve McQueen. Today, the LOVE bracelet continues to be favored by celebrities such as Kylie Jenner.

44. In addition to the LOVE bracelet, Cartier manufactures, promotes, and sells a number of jewelry designs within the LOVE collection and incorporating the LOVE Trade Dress, including, but not limited to, earrings, rings, and necklaces.

45. The LOVE Trade Dress is the subject of various federal trademark registrations owned by Cartier, including the following:

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Registered Goods</u>
	1,372,423	November 26, 1985	Bracelets
	3,162,410	October 24, 2006	Jewelry, namely, <i>inter alia</i> , bracelets, rings, earrings
	3,776,794	April 20, 2010	Jewelry, namely, <i>inter alia</i> , rings, bracelets, earrings, made of precious metals

46. Printouts detailing the registration information for the above marks are attached hereto as Exhibit E. These registrations are all valid, subsisting, and in full force and effect.

Moreover, all of the above registrations have become incontestable under Section 15 of the Lanham Act, 15 U.S.C. § 1065, and serve as conclusive evidence of the validity of the registered marks, of the registration of the marks, and of Cartier's exclusive right to use the marks in commerce on or in connection with the products for which the marks are registered, as provided by Section 33(b) of the Lanham Act, 15 U.S.C. § 1115(b).

47. Cartier has extensively advertised and promoted the products manufactured, sold, and offered for sale under the LOVE Trade Dress both to the trade and to the public. The LOVE Trade Dress immediately indicates Cartier as the exclusive source of products to which they are affixed and signifies goodwill of incalculable value.

48. Cartier's products sold under the LOVE Trade Dress are available throughout the United States, both through Cartier's own boutiques and in additional authorized retail stores. Cartier sells millions of dollars of products under the LOVE Trade Dress each year.

49. The products distributed by Cartier under the LOVE Trade Dress are of the highest quality and are subject to exacting quality control standards. Cartier takes pains to ensure the quality of its products by monitoring their production and distribution. As a result of these efforts, Cartier has developed a reputation for providing the highest-quality products under the LOVE Trade Dress and consumers have come to expect that products bearing the LOVE Trade Dress are of the highest quality and workmanship.

50. As a result of Cartier's significant investment of time, money, and effort promoting the LOVE Trade Dress and its widespread sales, the LOVE Trade Dress has acquired enormous value and have become extremely well known to the consuming public and trade as identifying and distinguishing the source of Cartier's products exclusively and uniquely. As a result, the LOVE Trade Dress has come to represent enormous goodwill.

D. Cartier's Juste un Clou Collection and Related Intellectual Property Rights

51. Another of Cartier's most critically acclaimed lines is its Juste un Clou collection, which today comprises bracelets, rings, necklaces, and earrings featuring a circular design in the shape of a nail.

52. The first item in the Juste un Clou collection was a bracelet designed by Aldo Cipullo, which was introduced in 1971 and offered for sale for a short period of time thereafter. In the spring of 2012, the Juste un Clou collection was re-launched, this time comprising both bracelets and other jewelry. Examples of the Juste un Clou jewelry products are shown below.



53. The products in Cartier's Juste un Clou collection incorporate a distinctive design composed of a unique combination of elements that collectively create a particular trade dress that is characteristic of Cartier's Juste un Clou collection (the "Juste un Clou Trade Dress").

54. The Juste un Clou Trade Dress consists of a nail design that:


1. has a perfectly round head;
2. has a tubular body;
3. has grooves underneath the head;
4. ends in a point that is preceded by four flat surfaces; and

5. curves in a circular formation with a slight overlap of the nail’s head and point.

55. Cartier has made widespread and exclusive use of the iconic Juste un Clou Trade Dress. Cartier has invested a considerable amount of time, effort, and money advertising and promoting its jewelry products bearing the Juste un Clou Trade Dress and has enjoyed enormous success selling such products in the United States and around the world. Products bearing the Juste un Clou Trade Dress have received extensive unsolicited media coverage due to their innovative and distinctive design.

56. By virtue of extensive sales, advertising, and promotion, the Juste un Clou Trade Dress has become instantly recognizable to the public as exclusively denoting Cartier and signaling the high quality of its products. As such, the Juste un Clou Trade Dress has obtained secondary meaning and is an enormously valuable asset of Cartier.

57. Cartier International AG also owns the following federal registration for the Juste un Clou Trade Dress:

<u>Mark</u>	<u>Reg. No.</u>	<u>First Use</u>	<u>Registered Goods</u>
	5,583,979	2012	Jewelry

58. A printout detailing the registration information for the above mark is attached hereto as Exhibit F. This registration is valid, subsisting, and in full force and effect.

III. DEFENDANT’S UNLAWFUL ACTIVITIES

59. Defendant is in the business of offering for sale and selling jewelry. Defendant operates a jewelry store in Aventura, Florida.

60. On information and belief, Defendant has manufactured, advertised, offered for sale, sold, distributed, imported, and/or exported earrings, necklaces, and rings bearing imitations of the VCA Mark and/or the Alhambra Trade Dress, which were not manufactured, authorized, or approved by VCA.

61. On information and belief, Defendant has manufactured, advertised, offered for sale, sold, distributed, imported, and/or exported earrings with a design that is substantially similar to the designs depicted in the Perlée Patents.

62. On information and belief, Defendant has manufactured, advertised, offered for sale, sold, distributed, imported, and/or exported bracelets and rings bearing imitations of the CARTIER Mark, the LOVE Trade Dress, and/or the Juste un Clou Trade Dress, which were not manufactured, authorized, or approved by Cartier.

63. In November 2018, Plaintiffs' agent visited Defendant's jewelry store. Upon entry, the agent observed earrings and necklaces bearing imitations of the Alhambra Trade Dress, earrings with a design that is substantially similar to the designs depicted in the Perlée Patent, bracelets bearing imitations of the Love Trade Dress, and bracelets bearing imitations of the Juste un Clou Trade Dress. Defendant was offering the earrings for sale for amounts ranging from \$900 to \$1,125 and offering the bracelets for sale for over \$6,000.

64. Below are images of the imitation Alhambra and Perlée jewelry that Plaintiffs' agent observed:



65. The next month Plaintiffs' agent returned to Defendant's jewelry store and purchased two pairs of earrings, one bearing an imitation of the Alhambra Trade Dress, and the other pair bearing an imitation of the VCA Mark and substantially similar to the designs depicted in the Perlée Patent, as shown below:





66. In February 2019, Plaintiffs' agent once again visited Defendant's jewelry store and Defendant still was offering for sale various infringing products, including imitation Alhambra, necklaces, rings, and earrings, imitation LOVE bracelets, and imitation Juste un Clou bracelets and rings. Plaintiffs' agent purchased the imitation LOVE bracelet shown below, which also bears an imitation of the CARTIER Mark:



67. Upon information and belief, Defendant knows, and at all relevant times knew, that the products it is selling and/or distributing are unlawful imitations of Plaintiffs' jewelry products, and Defendant advertises them as such.

68. In fact, one of Defendant's employees informed Plaintiffs' agent that the jewelry products are not authentic Van Cleef & Arpels or Cartier pieces, but rather "inspiration" pieces that look just like the authentic jewelry. The employee further informed Plaintiffs' agent that the products are not listed in the catalogs put out by Defendant's suppliers because they "don't want

to get in trouble,” conclusively showing that Defendant is aware that selling these products violates Plaintiffs’ rights.

69. On information and belief, Defendant has sold jewelry pieces that bear imitations of Plaintiffs’ marks and trade dress and that are substantially similar to VCA’s design patents to customers other than Plaintiffs’ agent.

70. Defendant is not related to or affiliated with Plaintiffs in any way. Defendant has not sought or received a license or authorization from Plaintiffs for any purpose whatsoever, including for the acts described herein.

71. Defendant’s counterfeit and infringing jewelry products directly compete with Plaintiffs’ products.

72. Defendant’s sale of counterfeit and infringing jewelry products unlawfully wrests from Plaintiffs control over their reputation and, upon information and belief, is unjustly enriching Defendant.

73. Upon information and belief, Defendant’s activity described herein is intentionally fraudulent, malicious, willful, and wanton.

74. Defendant’s unauthorized acts as described herein have caused and will continue to cause irreparable damage to Plaintiffs and their business and goodwill unless restrained by this Court.

**FIRST CLAIM FOR RELIEF BY ALL PLAINTIFFS:
TRADEMARK COUNTERFEITING AND INFRINGEMENT OF REGISTERED
TRADEMARKS AND TRADE DRESS IN VIOLATION OF 15 U.S.C. § 1114(1)**

75. Plaintiffs repeat and incorporate the allegations contained in Paragraphs 1 through 74 above as if fully set forth herein.

76. The VCA Mark is inherently distinctive and of incalculable value and is associated in the public mind with VCA's goods and services of the highest quality.

77. The Alhambra Trade Dress is non-functional, is inherently distinctive, and has acquired secondary meaning as the indicator of VCA as the exclusive source of products containing or incorporating such design.

78. Defendant has adopted the VCA Mark and the Alhambra Trade Dress and has, without VCA's authorization or consent, manufactured, exported, imported, displayed, advertised, reproduced, distributed, offered for sale, and/or sold jewelry designs that contain or incorporate the VCA Mark that is the subject of Registration No. 1,584,572 and the Alhambra Trade Dress that is the subject of Registration Nos. 4,326,883 and 4,763,030, or marks or designs that are confusingly similar thereto.

79. The CARTIER Mark is inherently distinctive and of incalculable value and is associated in the public mind with Cartier's goods and services of the highest quality.

80. The LOVE Trade Dress and the Juste un Clou Trade Dress are non-functional, are inherently distinctive, and have acquired secondary meaning as the indicator of Cartier as the exclusive source of products containing or incorporating such designs.

81. Defendant has adopted the CARTIER Mark, LOVE Trade Dress, and Juste un Clou Trade Dress and has, without Cartier's authorization or consent, manufactured, exported, imported, displayed, advertised, reproduced, distributed, offered for sale, and/or sold jewelry designs that contain or incorporate the CARTIER word mark that is the subject of U.S. Registration No. 411,239; the CARTIER word mark that is the subject of U.S. Registration No. 759,202; the stylized CARTIER word mark that is the subject of U.S. Registration No. 411,240; the stylized CARTIER word mark that is the subject of U.S. Registration No. 4,178,047; the

trade dress in the screw head design that is the subject of U.S. Registration No. 3,162,410; the trade dress in the LOVE bracelet that is the subject of U.S. Registration No. 1,372,423; the trade dress in the LOVE jewelry collection that is the subject of U.S. Registration No. 3,776,794; and the trade dress in the Juste un Clou jewelry collection that is the subject of U.S. Registration No. 5,583,979; or marks or designs that are confusingly similar thereto.

82. Upon information and belief, by virtue of Plaintiffs' extensive and ongoing use and advertising of the above marks and trade dress, Defendant was on actual notice of Plaintiffs' exclusive rights in such marks and trade dress. In addition, Plaintiffs' federal registrations put Defendant on constructive notice of Plaintiffs' exclusive rights in such marks and trade dress.

83. Defendant's manufacturing, exporting, importing, displaying, advertising, reproducing, distributing, offering for sale, and/or sale of infringing Van Cleef & Arpels and Cartier products bearing the VCA Mark, Alhambra Trade Dress, CARTIER Mark, LOVE Trade Dress, and Juste un Clou Trade Dress is likely to cause confusion, mistake, or deception as to the source or sponsorship of Defendant's goods. As a result of Defendant's unauthorized use of Plaintiffs' federally registered trademarks and trade dress, and/or trademarks and trade dress that are identical or highly similar to Plaintiffs' federally registered trademarks and trade dress, the public is likely to believe that Defendant's goods have been manufactured and/or approved by Plaintiffs. Such use falsely represents Defendant as being legitimately connected with and/or authorized by Plaintiffs, and places beyond Plaintiffs' control their own reputation and ability to control the use of their marks and trade dress and the quality of the products bearing those marks and trade dress.

84. Defendant's infringement of the VCA Mark, Alhambra Trade Dress, CARTIER Mark, LOVE Trade Dress, and Juste un Clou Trade Dress is willful, intended to reap the benefit of the goodwill of Plaintiffs, and violates Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1).

85. Defendant's aforesaid conduct has caused, and unless enjoined by this Court, will continue to cause, Plaintiffs to sustain irreparable damage, loss, and injury, for which Plaintiffs have no adequate remedy at law.

**SECOND CLAIM FOR RELIEF BY ALL PLAINTIFFS:
UNFAIR COMPETITION IN VIOLATION OF 15 U.S.C. § 1125(a)**

86. Plaintiffs repeat and incorporate the allegations contained in Paragraphs 1 through 74 above as if fully set forth herein.

87. The VCA Mark is inherently distinctive and of incalculable value and is associated in the public mind with VCA's goods and services of the highest quality.

88. The Alhambra Trade Dress is non-functional, is inherently distinctive, and has acquired secondary meaning as the indicator of VCA as the exclusive source of products containing or incorporating such design.

89. Defendant has adopted the VCA Mark and the Alhambra Trade Dress and has, without VCA's authorization or consent, manufactured, exported, imported, displayed, advertised, reproduced, distributed, offered for sale, and/or sold jewelry designs that contain or incorporate the VCA Mark and the Alhambra Trade Dress, or marks or designs that are confusingly similar thereto.

90. The CARTIER Mark is inherently distinctive and of incalculable value and is associated in the public mind with Cartier's goods and services of the highest quality.

91. The LOVE Trade Dress and the Juste un Clou Trade Dress are non-functional, are inherently distinctive, and have acquired secondary meaning as the indicator of Cartier as the exclusive source of products containing or incorporating such designs.

92. Defendant has adopted the CARTIER Mark, LOVE Trade Dress, and Juste un Clou Trade Dress and has, without Cartier's authorization or consent, manufactured, exported, imported, displayed, advertised, reproduced, distributed, offered for sale, and/or sold jewelry designs that contain or incorporate the CARTIER Mark, the LOVE Trade Dress, and the Juste un Clou Trade Dress, or marks or designs that are confusingly similar thereto.

93. Defendant's conduct is likely to cause confusion, cause mistake, and/or deceive as to the affiliation, connection, or association between Defendant and Plaintiffs, and/or as to Plaintiffs' sponsorship or approval of Defendant's goods, services, and/or commercial activities.

94. As a result of the foregoing, Defendant has falsely designated the origin of its products, all in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

95. Upon information and belief, Defendant's aforesaid conduct has been undertaken knowingly, willfully, and in bad faith.

96. Defendant's aforesaid conduct has caused, and unless enjoined by this Court, will continue to cause, Plaintiffs to sustain irreparable damage, loss, and injury, for which Plaintiffs have no adequate remedy at law.

**THIRD CLAIM FOR RELIEF BY CARTIER INTERNATIONAL AG AND
CARTIER, A DIVISION OF RICHEMONT NORTH AMERICA, INC.:
DILUTION IN VIOLATION OF 15 U.S.C. § 1125(c)**

97. Cartier repeats and incorporates the allegations contained in Paragraphs 1 through 74 above as if fully set forth herein.

98. The CARTIER Mark is a distinctive, federally registered trademark. As a result of Cartier's extensive and exclusive use of the CARTIER Mark in connection with its products, the CARTIER Mark has become famous and is widely recognized among the consuming public as a designation of source of Cartier's goods. The CARTIER Mark became famous long before Defendant's infringing activities commenced.

99. Defendant's commercial use of marks identical to the CARTIER Mark for goods that are not manufactured or controlled by, affiliated with, or sponsored by Cartier has diluted and is continuing to dilute the distinctive quality of the CARTIER Mark by lessening the capacity of those marks to exclusively identify and distinguish Cartier and its goods, and by tarnishing them through association with Defendant's goods, which are of inferior quality and workmanship.

100. Upon information and belief, the foregoing acts were done willfully and deliberately and with an intent to dilute the distinctiveness of the CARTIER Mark in violation of Section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c).

101. Defendant's aforesaid conduct has caused, and unless enjoined by this Court, will continue to cause, Plaintiffs to sustain irreparable damage, loss and injury, for which Plaintiffs have no adequate remedy at law.

**FOURTH CLAIM FOR RELIEF BY VAN CLEEF & ARPELS S.A. AND
VAN CLEF & ARPELS, A DIVISION OF RICHEMONT NORTH AMERICA, INC.:
DESIGN PATENT INFRINGEMENT IN VIOLATION OF 35 U.S.C. § 271**

102. VCA repeats and incorporates the allegations contained in Paragraphs 1 through 74 above as if fully set forth herein.

103. Van Cleef & Arpels, S.A. owns U.S. Patent No. D640,157 S, which issued on June 21, 2011, and U.S. Patent No. D638,737 S, which issued on May 31, 2011.

104. U.S. Patent Nos. D640,157 S and D638,737 S are valid and subsisting.

105. Defendant manufactured, exported, imported, displayed, advertised, reproduced, distributed, offered for sale, and/or sold earrings that appropriate the novel ornamental features set forth in U.S. Patent Nos. D640,157 S and D638,737 S such that an ordinary observer familiar with the prior art designs, giving such attention as a purchaser usually gives, would find VCA's and Defendant's designs to be substantially the same and would be deceived into believing that the earrings are the same as VCA's patented design.

106. By the foregoing acts, Defendant has directly infringed, infringed under the doctrine of equivalents, contributorily infringed, and/or induced infringement of, and continues to so infringe, U.S. Patent Nos. D640,157 S and D638,737 S.

107. Upon information and belief, Defendant's aforesaid conduct has been undertaken knowingly, willfully, and in bad faith, and with knowledge of VCA's rights, and such conduct violates Section 271 of the Patent Act, 35 U.S.C. § 271.

108. Defendant's aforesaid conduct has caused, and unless enjoined by this Court, will continue to cause, Plaintiffs to sustain irreparable damage, loss and injury, for which Plaintiffs have no adequate remedy at law.

WHEREFORE, Plaintiffs pray for judgment against Defendant as follows:

1. Permanently enjoining and restraining Defendant, its agents, servants, employees, successors, and assigns and all those in active concert or participation with them, from:

(a) Imitating, copying, or making unauthorized use of the VCA Mark, Alhambra Trade Dress, Perlée Design, CARTIER Mark, LOVE Trade Dress, and Juste un Clou Trade Dress, including, without limitation, by manufacturing, reproducing, distributing, displaying, advertising, promoting, offering for sale, selling, importing, or exporting any products bearing the VCA Mark, Alhambra Trade Dress, CARTIER Mark, LOVE Trade Dress,

Juste un Clou Trade Dress, or any other confusingly similar mark or design, and any products that are substantially similar to the Perlée Design;

(b) Using any false designation of origin or false description or performing any act that can or is likely to lead members of the trade or public to believe that Defendant is associated with Plaintiffs or that any product manufactured, distributed, displayed, advertised, promoted, offered for sale, sold, imported, or exported by Defendant is in any manner associated or connected with Plaintiffs, is a genuine product of Plaintiffs, or is authorized, licensed, sponsored, or otherwise approved by Plaintiffs;

(c) Engaging in any other activity constituting unfair competition with Plaintiffs, or constituting an infringement of the VCA Mark, Alhambra Trade Dress, the Perlée Patents, CARTIER Mark, LOVE Trade Dress, or Juste un Clou Trade Dress;

(d) Engaging in any activity that dilutes or tarnishes, or is likely to dilute or tarnish, any of Plaintiffs' trademarks, trade dress, or trade names; and

(e) Assisting or authorizing any third party to engage in any of the actions prohibited by subparagraphs (a)-(d) above, inclusive.

2. Directing that Defendant turn over to Plaintiffs for impoundment and eventual destruction, without compensation to Defendant, all materials in its possession or control that violate the provisions of paragraphs 1(a)-(d) above, along with all articles by means of which such unauthorized copies may be reproduced.

3. Directing that Defendant, at its own expense, recall from any distributors, retailers, vendors, or others to whom it has distributed materials that violate the provisions of paragraph 1(a)-(d) above, and that Defendant deliver up to Plaintiffs for destruction all materials returned to it.

4. Directing that Defendant, pursuant to 15 U.S.C. § 1116(a), file with the Court and serve upon Plaintiffs, within thirty (30) days of the entry of injunction prayed for herein, a written report under oath or affirmed under penalty of perjury setting forth in detail the form and manner in which it has complied with the permanent injunction.

5. Awarding Plaintiffs all damages sustained as a result of Defendant's conduct described above pursuant to 15 U.S.C. § 1117(a) and 35 U.S.C. § 284, and that such sums be trebled pursuant to 15 U.S.C. § 1117(a) and 35 U.S.C. § 284.

6. Awarding Plaintiffs the total profits realized by Defendant from its conduct described above pursuant to 15 U.S.C. § 1117(a) and 35 U.S.C. § 289.

7. If Plaintiffs elect, statutory damages as the Court considers just, up to \$2,000,000 per counterfeit mark per type of goods sold, offered for sale, or distributed, as provided by 15 U.S.C. §§ 1117(b) & (c).

8. Granting Plaintiffs their full costs, including, as part of such costs, reasonable attorneys' fees pursuant to 15 U.S.C. § 1117(a) and 35 U.S.C. § 285.

9. Granting Plaintiffs both pre-judgment and post-judgment interest on each and every monetary award.

10. Granting Plaintiffs such other and further relief as the Court may consider equitable, just, and proper.

Dated: May 6, 2019

MARK STEIN LAW

By: /s/ Mark E. Stein
Mark E. Stein
Florida Bar #818666
2999 N.E. 191st Street, Suite 330
Aventura, FL. 33180
Tel: (305) 356-7550
mark@marksteinlaw.com

John P. Margiotta (*pro hac vice* forthcoming)
Emily Weiss (*pro hac vice* forthcoming)
FROSS ZELNICK LEHRMAN & ZISSU, P.C.
4 Times Square, 17th Floor
New York, NY 10036
Tel: (212) 813-5900
jmargiotta@fzlz.com
eweiss@fzlz.com

Attorneys for Plaintiffs

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.) NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.

I. (a) PLAINTIFFS

CARTIER INTERNATIONAL AG and CARTIER, a division of RICHEMONT NORTH AMERICA, INC

(b) County of Residence of First Listed Plaintiff New York, NY (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Mark Stein Law 2999 NE 191st St. #330, Aventura, FL 33180 (305-356-7550)

DEFENDANTS

SCOTT KING, INC. dba FLORIDA DIAMOND BROKERS and KING JEWELERS

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

(d) Check County Where Action Arose: [X] MIAMI-DADE [] MONROE [] BROWARD [] PALM BEACH [] MARTIN [] ST. LUCIE [] INDIAN RIVER [] OKEECHOBEE [] HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff [X] 3 Federal Question (U.S. Government Not a Party)
2 U.S. Government Defendant [] 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- PTF DEF Citizen of This State [] 1 [] 1 Incorporated or Principal Place of Business In This State
Citizen of Another State [] 2 [] 2 Incorporated and Principal Place of Business In Another State
Citizen or Subject of a Foreign Country [] 3 [] 3 Foreign Nation [] 6 [] 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PERSONAL INJURY, PRISONER PETITIONS, LABOR, IMMIGRATION, FORFEITURE/PENALTY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES

V. ORIGIN (Place an "X" in One Box Only)

- [X] 1 Original Proceeding [] 2 Removed from State Court [] 3 Re-filed (See VI below) [] 4 Reinstated or Reopened [] 5 Transferred from another district (specify) [] 6 Multidistrict Litigation Transfer [] 7 Appeal to District Judge from Magistrate Judgment [] 8 Multidistrict Litigation - Direct File [] 9 Remanded from Appellate Court

VI. RELATED/ RE-FILED CASE(S) JUDGE: DOCKET NUMBER:

(See instructions): a) Re-filed Case [] YES [X] NO b) Related Cases [] YES [] NO

VII. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):

LENGTH OF TRIAL via days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 [] DEMAND \$ CHECK YES only if demanded in complaint

JURY DEMAND: [X] Yes [] No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

DATE May 6, 2019 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT IFP JUDGE MAG JUDGE

FILED 10/23/24 08:41 AM CASE NO. 24C2572 Joseph P. Day Clerk

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked. Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Nature of Suit. Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Refiled (3) Attach copy of Order for Dismissal of Previous case. Also complete VI.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

Remanded from Appellate Court. (8) Check this box if remanded from Appellate Court.

VI. Related/Refiled Cases. This section of the JS 44 is used to reference related pending cases or re-filed cases. Insert the docket numbers and the corresponding judges name for such cases.

VII. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553

Brief Description: Unauthorized reception of cable service

VIII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

Date and Attorney Signature. Date and sign the civil cover sheet.

EXHIBIT A

Generated on: This page was generated by TSDR on 2019-05-03 09:57:27 EDT

Mark: VCA

VCA

US Serial Number: 73813271

Application Filing Date: Jul. 18, 1989

US Registration Number: 1584572

Registration Date: Feb. 27, 1990

Register: Principal

Mark Type: Trademark

Status: The registration has been renewed.

Status Date: Jan. 25, 2010

Publication Date: Dec. 05, 1989

Mark Information

Mark Literal Elements: VCA

Standard Character Claim: No

Mark Drawing Type: 1 - TYPESET WORD(S) /LETTER(S) /NUMBER(S)

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((..)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *.* identify additional (new) wording in the goods/services.

For: JEWELRY

International Class(es): 014 - Primary Class

U.S Class(es): 028

Class Status: ACTIVE

Basis: 1(a)

First Use: 1939

Use in Commerce: 1939

Basis Information (Case Level)

Filed Use: Yes
 Filed ITU: No
 Filed 44D: No
 Filed 44E: No
 Filed 66A: No
 Filed No Basis: No

Currently Use: Yes
 Currently ITU: No
 Currently 44D: No
 Currently 44E: No
 Currently 66A: No
 Currently No Basis: No

Amended Use: No
 Amended ITU: No
 Amended 44D: No
 Amended 44E: No

Current Owner(s) Information

Owner Name: VAN CLEEF & ARPELS SA

Owner Address: 8 ROUTE DE CHANDOLAN
 1752 VILLARS-SUR-GLANE
 SWITZERLAND

Legal Entity Type: CORPORATION

State or Country Where Organized: SWITZERLAND

FILED 10/23/24 08:41 AM CASE NO. 24C2572 Joseph P. Day, Clerk

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Lawrence E. Apolzon

Attorney Primary Email Address: Apolzon-Docket@fzlz.com

Attorney Email Authorized: Yes

Correspondent

Correspondent Name/Address: Lawrence E. Apolzon
FROSS ZELNICK LEHRMAN & ZISSU, P.C.
4 Times Square, 17th. Floor
New York, NEW YORK 10036
UNITED STATES

Phone: 212-813-5900

Correspondent e-mail: Apolzon-Docket@fzlz.com

Correspondent e-mail Authorized: Yes

Domestic Representative

Domestic Representative Name: Fross Zelnick Lehrman & Zissu, P.C.

Prosecution History

Date	Description	Proceeding Number
Feb. 27, 2019	COURTESY REMINDER - SEC. 8 (10-YR)/SEC. 9 E-MAILED	
Feb. 07, 2019	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Feb. 07, 2019	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	
Sep. 21, 2018	NOTICE OF SUIT	
Apr. 05, 2017	REVIEW OF CORRESPONDENCE COMPLETE - ADDRESS UPDATED	88889
Jan. 31, 2017	CORRESPONDENCE RECEIVED IN LAW OFFICE	
Jan. 07, 2015	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Jan. 07, 2015	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	
Jan. 25, 2010	REGISTERED AND RENEWED (SECOND RENEWAL - 10 YRS)	69934
Jan. 25, 2010	REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED	
Jan. 23, 2010	CASE ASSIGNED TO POST REGISTRATION PARALEGAL	69934
Jan. 06, 2010	CASE ASSIGNED TO POST REGISTRATION PARALEGAL	67826
Dec. 23, 2009	TEAS SECTION 8 & 9 RECEIVED	
Dec. 19, 2008	CASE FILE IN TICRS	
Mar. 21, 2007	AUTOMATIC UPDATE OF ASSIGNMENT OF OWNERSHIP	
Mar. 07, 2000	REGISTERED AND RENEWED (FIRST RENEWAL - 10 YRS)	
Mar. 07, 2000	REGISTERED - SEC. 9 GRANTED/CHECK RECORD FOR SEC. 8	
Oct. 22, 1999	REGISTERED - SEC. 9 FILED/CHECK RECORD FOR SEC. 8	
Nov. 02, 1995	REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK.	
Mar. 09, 1995	REGISTERED - SEC. 8 (6-YR) & SEC. 15 FILED	
Feb. 27, 1990	REGISTERED-PRINCIPAL REGISTER	
Dec. 05, 1989	PUBLISHED FOR OPPOSITION	
Nov. 04, 1989	NOTICE OF PUBLICATION	
Sep. 27, 1989	APPROVED FOR PUB - PRINCIPAL REGISTER	
Sep. 18, 1989	ASSIGNED TO EXAMINER	68113

Maintenance Filings or Post Registration Information

Affidavit of Continued Use: Section 8 - Accepted

Affidavit of Incontestability: Section 15 - Accepted

Renewal Date: Feb. 27, 2010

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: GENERIC WEB UPDATE

Date in Location: Jan. 25, 2010

Assignment Abstract Of Title Information

Summary

Total Assignments: 3

Registrant: VAN CLEEF & ARPELS, INC.

Assignment 1 of 3

Conveyance: ASSIGNS THE ENTIRE INTEREST

Reel/Frame: [2213/0242](#)

Pages: 72

Date Recorded: Dec. 22, 2000

Supporting Documents: [assignment-tm-2213-0242.pdf](#)

Assignor

Name: [VAN CLEEF & ARPELS, INC.](#)

Execution Date: Aug. 01, 2000

Legal Entity Type: CORPORATION

State or Country Where Organized: NEW YORK

Assignee

Name: [VAN CLEEF & ARPELS LOGISTICS SA](#)

Legal Entity Type: CORPORATION

State or Country Where Organized: SWITZERLAND

Address: ROUTE DE CHAMDOLAN 8
VILLARDS-SUR-GLANE, SWITZERLAND CH-1752

Correspondent

Correspondent Name: GOTTLIEB, RACKMAN & REISMAN, P.C.

Correspondent Address: GEORGE GOTTLIEB, ESQ.
270 MADISON AVENUE
NEW YORK, NY 10016-0601

Domestic Representative - Not Found

Assignment 2 of 3

Conveyance: CORRECTIVE ASSIGNMENT TO CORRECT THE ASSIGNEE ADDRESS AND DOMESTIC REPRESENTATIVE PREVIOUSLY RECORDED ON REEL 002213, FRAME 0242.

Reel/Frame: [2312/0639](#)

Pages: 78

Date Recorded: Jun. 06, 2001

Supporting Documents: [assignment-tm-2312-0639.pdf](#)

Assignor

Name: [VAN CLEEF & ARPELS, INC.](#)

Execution Date: Aug. 01, 2000

Legal Entity Type: CORPORATION

State or Country Where Organized: NEW YORK

Assignee

Name: [VAN CLEEF & ARPELS LOGISTICS SA](#)

Legal Entity Type: CORPORATION

State or Country Where Organized: SWITZERLAND

Address: 8, ROUTE DE CHANDOLAN
1752 VILLARS-SUR-GLANE, SWITZERLAND

Correspondent

Correspondent Name: GOTTLIEB RACKMAN & REISMAN P.C.

Correspondent Address: GEORGE GOTTLIEB, ESQ.
270 MADISON AVENUE
NEW YORK, NEW YORK 10016-0601

FILED 10/23/24 08:41 AM CASE NO. 24C2572 Joseph P. Day, Clerk

Domestic Representative - Not Found

Assignment 3 of 3

Conveyance: CHANGE OF NAME

Reel/Frame: [3503/0066](#)

Pages: 3

Date Recorded: Mar. 19, 2007

Supporting Documents: [assignment-tm-3503-0066.pdf](#)

Assignor

Name: [VAN CLEEF & ARPELS LOGISTICS S.A.](#)

Execution Date: Nov. 23, 2006

Legal Entity Type: CORPORATION

State or Country Where Organized: SWITZERLAND

Assignee

Name: [VAN CLEEF & ARPELS SA](#)

Legal Entity Type: CORPORATION

State or Country Where Organized: SWITZERLAND

Address: 8 ROUTE DE CHANDOLAN
1752 VILLARS-SUR-GLANE, SWITZERLAND

Correspondent

Correspondent Name: LAWRENCE ELI APOLZON

Correspondent Address: FROSS ZELNICK LEHRMAN & ZISSU, P.C.
866 UNITED NATIONS PLAZA
NEW YORK, NY 10017

Domestic Representative - Not Found

EXHIBIT B

Generated on: This page was generated by TSDR on 2019-05-03 09:58:15 EDT

Mark:



US Serial Number: 85558957 **Application Filing Date:** Mar. 02, 2012
US Registration Number: 4326883 **Registration Date:** Apr. 30, 2013
Register: Principal
Mark Type: Trademark
Status: A Sections 8 and 15 combined declaration has been accepted and acknowledged.
Status Date: May 29, 2018
Publication Date: Feb. 12, 2013

Mark Information

Mark Literal Elements: None

Standard Character Claim: No

Mark Drawing Type: 2 - AN ILLUSTRATION DRAWING WITHOUT ANY WORDS(S)/ LETTER(S)/NUMBER(S)

Description of Mark: The mark consists of a three-dimensional configuration of a jewelry element comprising repeated and equally spaced quatrefoil pieces each of the same size connected by chain links. Each quatrefoil piece has an outer edge that is beaded with an inner portion that is flat. Each quatrefoil piece also has four larger beads positioned at central points within it. The inner portion of the quatrefoil piece is in the color gray for shading purposes only. The chain links shown in broken lines are intended solely to indicate the positioning of the mark and are not part of the mark. Color is not claimed as a feature of the mark.

Color(s) Claimed: Color is not claimed as a feature of the mark.

Acquired Distinctiveness Claim: In whole

Design Search Code(s): 17.03.02 - Bracelets; Chains, jewelry; Tags, identification (metal); Dog tags (military identification); Necklaces; Chokers (jewelry)

Goods and Services

Note:
 The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((.)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Jewelry

International Class(es): 014 - Primary Class **U.S Class(es):** 002, 027, 028, 050

Class Status: ACTIVE

Basis: 1(a)

First Use: 1968 **Use in Commerce:** 1968

Basis Information (Case Level)

Filed Use: Yes	Currently Use: Yes	Amended Use: No
Filed ITU: No	Currently ITU: No	Amended ITU: No
Filed 44D: No	Currently 44D: No	Amended 44D: No
Filed 44E: No	Currently 44E: No	Amended 44E: No
Filed 66A: No	Currently 66A: No	
Filed No Basis: No	Currently No Basis: No	

FILED 10/23/24 08:41 AM CASE NO. 24C2572 Joseph P. Day, Clerk

Current Owner(s) Information

Owner Name: Van Cleef & Arpels S.A.
Owner Address: 8, Route des Biches
 1752 Villars-sur-Glane
 SWITZERLAND
Legal Entity Type: CORPORATION **State or Country** SWITZERLAND
Where Organized:

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Lawrence E. Apolzon **Docket Number:** VCA 1004314
Attorney Primary Apolzon-docket@fzlj.com **Attorney Email** Yes
Email Address: **Authorized:**

Correspondent

Correspondent Name/Address: Lawrence E. Apolzon
 Fross Zelnick Lehrman & Zissu, P.C.
 4 TIMES SQUARE, 17TH FLOOR
 New York, NEW YORK 10036
 UNITED STATES
Phone: 212-813-5900
Correspondent e-mail: Apolzon-docket@fzlj.com **Correspondent e-mail** Yes
Authorized:

Domestic Representative

Domestic Representative Name: Fross Zelnick Lehrman & Zissu, P.C.

Prosecution History

Date	Description	Proceeding Number
May 29, 2018	NOTICE OF ACCEPTANCE OF SEC. 8 & 15 - E-MAILED	
May 29, 2018	REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK.	69471
May 29, 2018	CASE ASSIGNED TO POST REGISTRATION PARALEGAL	69471
May 16, 2018	TEAS SECTION 8 & 15 RECEIVED	
Apr. 05, 2017	REVIEW OF CORRESPONDENCE COMPLETE - ADDRESS UPDATED	88889
Jan. 31, 2017	CORRESPONDENCE RECEIVED IN LAW OFFICE	
Mar. 24, 2017	NOTICE OF SUIT	
Mar. 24, 2017	NOTICE OF SUIT	
Jan. 07, 2015	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Jan. 07, 2015	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	
Apr. 30, 2013	REGISTERED-PRINCIPAL REGISTER	
Feb. 12, 2013	PUBLISHED FOR OPPOSITION	
Jan. 23, 2013	NOTICE OF PUBLICATION	
Jan. 08, 2013	LAW OFFICE PUBLICATION REVIEW COMPLETED	70633
Jan. 07, 2013	ASSIGNED TO LIE	70633
Dec. 19, 2012	APPROVED FOR PUB - PRINCIPAL REGISTER	
Dec. 18, 2012	TEAS/EMAIL CORRESPONDENCE ENTERED	88889
Dec. 17, 2012	CORRESPONDENCE RECEIVED IN LAW OFFICE	88889
Dec. 17, 2012	TEAS RESPONSE TO OFFICE ACTION RECEIVED	
Jun. 19, 2012	NON-FINAL ACTION MAILED	
Jun. 19, 2012	NON-FINAL ACTION WRITTEN	78478
Jun. 12, 2012	ASSIGNED TO EXAMINER	78478
May 17, 2012	TEAS/EMAIL CORRESPONDENCE ENTERED	70997
May 17, 2012	CORRESPONDENCE RECEIVED IN LAW OFFICE	70997
May 11, 2012	ASSIGNED TO LIE	70997

EFILED 10/23/24 08:41 AM CASE NO. 24C2572 Joseph P. Day, Clerk

May 01, 2012 TEAS VOLUNTARY AMENDMENT RECEIVED
Mar. 10, 2012 NOTICE OF DESIGN SEARCH CODE MAILED
Mar. 09, 2012 NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM
Mar. 06, 2012 NEW APPLICATION ENTERED IN TRAM

Maintenance Filings or Post Registration Information

Affidavit of Continued Use: Section 8 - Accepted
Affidavit of Incontestability: Section 15 - Accepted

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: TMEG LAW OFFICE 109

Date in Location: May 29, 2018

Generated on: This page was generated by TSDR on 2019-05-03 09:58:53 EDT

Mark:



US Serial Number: 86263049

Application Filing Date: Apr. 25, 2014

US Registration Number: 4763030

Registration Date: Jun. 30, 2015

Register: Principal

Mark Type: Trademark

Status: Registered. The registration date is used to determine when post-registration maintenance documents are due.

Status Date: Jun. 30, 2015

Publication Date: Apr. 14, 2015

Mark Information

Mark Literal Elements: None

Standard Character Claim: No

Mark Drawing Type: 2 - AN ILLUSTRATION DRAWING WITHOUT ANY WORDS(S)/ LETTER(S)/NUMBER(S)

Description of Mark: The mark consists of a three-dimensional configuration of a quatrefoil-shaped jewelry element. The top portion of the quatrefoil piece has an outer edge that is beaded with an inner portion that is flat as well as four larger beads positioned at central points within it. The bottom portion of the quatrefoil piece also has an outer edge that is beaded. The center portion of the quatrefoil piece is solid and not empty.

Color(s) Claimed: Color is not claimed as a feature of the mark.

Acquired Distinctiveness Claim: In whole

Design Search Code(s): 17.03.25 - Brooches; Cuff-links; Earrings; Tie tacks; Necktie clasps and fasteners; Pins, jewelry; Locket

Related Properties Information

Claimed Ownership of US Registrations: 4037174, 4326883, 4653258

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis (..) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: jewelry; rings; pendants; earrings; necklaces; bracelets

International Class(es): 014 - Primary Class

U.S Class(es): 002, 027, 028, 050

Class Status: ACTIVE

Basis: 1(a)

First Use: 1968

Use in Commerce: 1968

Basis Information (Case Level)

FILED 10/23/24 08:41 AM CASE NO. 24C2572 Joseph P. Day, Clerk

Filed Use: Yes	Currently Use: Yes	Amended Use: No
Filed ITU: No	Currently ITU: No	Amended ITU: No
Filed 44D: No	Currently 44D: No	Amended 44D: No
Filed 44E: No	Currently 44E: No	Amended 44E: No
Filed 66A: No	Currently 66A: No	
Filed No Basis: No	Currently No Basis: No	

Current Owner(s) Information

Owner Name: Van Cleef & Arpels S.A.
Owner Address: 8, Route des Biches
 Villars-sur-Glane 1752
 SWITZERLAND
Legal Entity Type: CORPORATION **State or Country Where Organized:** SWITZERLAND

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Lawrence E. Apolzon **Docket Number:** VCA 1403429
Attorney Primary Email Address: Apolzon-Docket@fzlz.com **Attorney Email Authorized:** Yes

Correspondent

Correspondent Name/Address: Lawrence E. Apolzon
 FROSS ZELNICK LEHRMAN & ZISSU, P.C.
 4 Times Square, 17th. Floor
 New York, NEW YORK 10036
 UNITED STATES
Phone: 212-813-5900
Correspondent e-mail: Apolzon-Docket@fzlz.com **Correspondent e-mail Authorized:** Yes

Domestic Representative

Domestic Representative Name: Fross Zelnick Lehrman & Zissu, P.C.

Prosecution History

Date	Description	Proceeding Number
Feb. 07, 2019	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Feb. 07, 2019	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	
Apr. 05, 2017	REVIEW OF CORRESPONDENCE COMPLETE - ADDRESS UPDATED	88889
Jan. 31, 2017	CORRESPONDENCE RECEIVED IN LAW OFFICE	
Mar. 24, 2017	NOTICE OF SUIT	
Mar. 24, 2017	NOTICE OF SUIT	
Jun. 30, 2015	REGISTERED-PRINCIPAL REGISTER	
Apr. 14, 2015	PUBLISHED FOR OPPOSITION	
Mar. 25, 2015	NOTICE OF PUBLICATION	
Mar. 09, 2015	LAW OFFICE PUBLICATION REVIEW COMPLETED	69712
Mar. 04, 2015	APPROVED FOR PUB - PRINCIPAL REGISTER	
Feb. 25, 2015	TEAS/EMAIL CORRESPONDENCE ENTERED	69712
Feb. 25, 2015	CORRESPONDENCE RECEIVED IN LAW OFFICE	69712
Feb. 23, 2015	ASSIGNED TO LIE	69712
Feb. 13, 2015	TEAS RESPONSE TO OFFICE ACTION RECEIVED	
Jan. 07, 2015	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Jan. 07, 2015	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	
Aug. 18, 2014	NON-FINAL ACTION MAILED	
Aug. 15, 2014	NON-FINAL ACTION WRITTEN	89021

EFILED 10/23/24 08:41 AM CASE NO. 24C2572 Joseph P. Day, Clerk

Aug. 07, 2014 ASSIGNED TO EXAMINER
May 14, 2014 NOTICE OF DESIGN SEARCH CODE MAILED
May 13, 2014 NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM
Apr. 29, 2014 NEW APPLICATION ENTERED IN TRAM

89021

TM Staff and Location Information

TM Staff Information - None
File Location

Current Location: PUBLICATION AND ISSUE SECTION

Date in Location: Jun. 30, 2015

EXHIBIT C



(12) **United States Design Patent**
Parvex

(10) **Patent No.:** **US D640,157 S**
(45) **Date of Patent:** **** Jun. 21, 2011**

(54) **BRACELET**

(75) Inventor: **Isa Parvex**, Paris (FR)

(73) Assignee: **Van Cleef & Arpels S.A.**,
Villars-sur-Glane (CH)

(**) Term: **14 Years**

(21) Appl. No.: **29/386,563**

(22) Filed: **Mar. 2, 2011**

Related U.S. Application Data

(62) Division of application No. 29/324,436, filed on Sep. 12, 2008.

(51) **LOC (9) Cl.** **11-01**

(52) **U.S. Cl.** **D11/3**

(58) **Field of Classification Search** D11/1-39;
63/12, 13, 15, 15.1-14.4, 15.45, 15.5, 15.6,
63/15.65

See application file for complete search history.

(56) **References Cited**

U.S. PATENT DOCUMENTS

D136,698 S * 11/1943 Saks D11/34
D148,351 S * 1/1948 Hamilton D11/4

D151,362 S * 10/1948 Katz D11/4
D166,107 S * 3/1952 Towle D11/2
D380,699 S * 7/1997 Kaufmann D11/4
D394,411 S * 5/1998 Gozlan D11/4
D491,834 S * 6/2004 Flynn D11/26
D508,216 S * 8/2005 Hardy D11/34
D574,744 S * 8/2008 Larsen D11/37
D588,489 S * 3/2009 Kizys D11/38
D605,544 S * 12/2009 Morelli D11/4

* cited by examiner

Primary Examiner — Cathron C Brooks

Assistant Examiner — Melanie Levy

(74) *Attorney, Agent, or Firm* — Young & Thompson

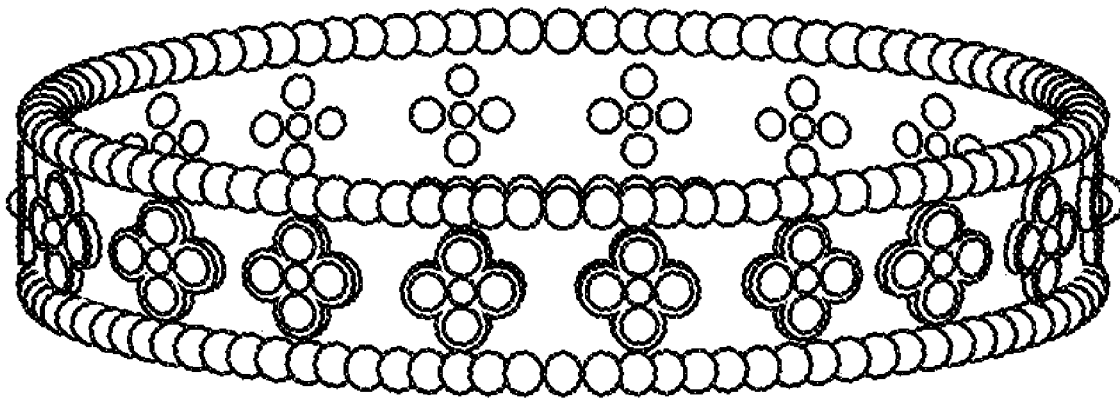
(57) **CLAIM**

The ornamental design for a bracelet, as shown and described.

DESCRIPTION

FIG. 1 is a top and side perspective view of a bracelet showing my new design;
FIG. 2 is a side elevational view thereof;
FIG. 3 is a top plan view thereof;
FIG. 4 is a bottom plan view thereof;
FIG. 5 is a view thereof from the side opposite that shown in FIG. 2;
FIG. 6 is a view thereof from the left of FIG. 2; and,
FIG. 7 is a view thereof from the right of FIG. 2.

1 Claim, 7 Drawing Sheets



U.S. Patent

Jun. 21, 2011

Sheet 1 of 7

US D640,157 S

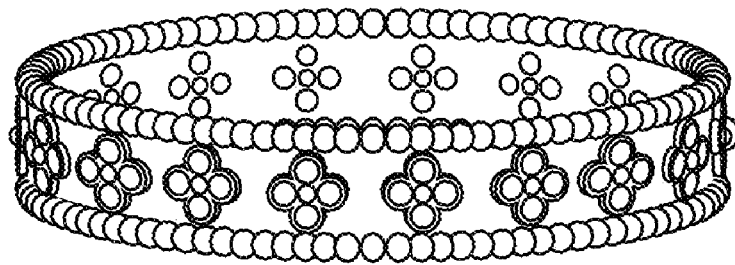


FIG. 1

U.S. Patent

Jun. 21, 2011

Sheet 2 of 7

US D640,157 S

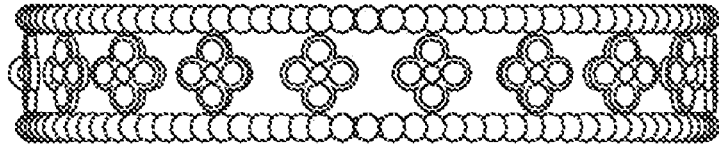


FIG. 2

U.S. Patent

Jun. 21, 2011

Sheet 3 of 7

US D640,157 S

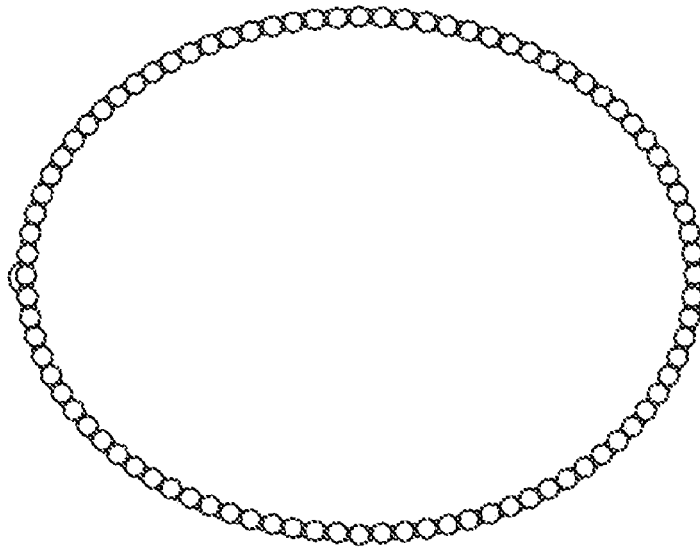


FIG. 3

U.S. Patent

Jun. 21, 2011

Sheet 4 of 7

US D640,157 S

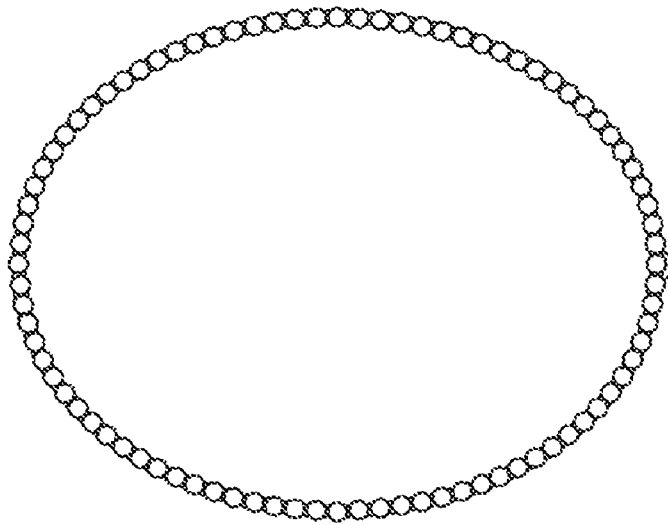


FIG. 4

U.S. Patent

Jun. 21, 2011

Sheet 5 of 7

US D640,157 S

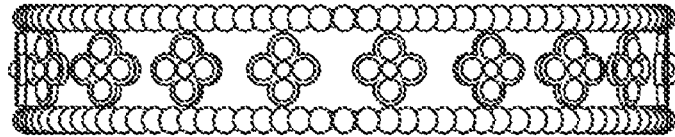


FIG. 5

U.S. Patent

Jun. 21, 2011

Sheet 6 of 7

US D640,157 S

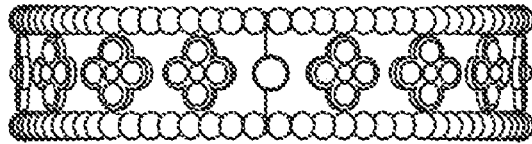


FIG. 6

U.S. Patent

Jun. 21, 2011

Sheet 7 of 7

US D640,157 S

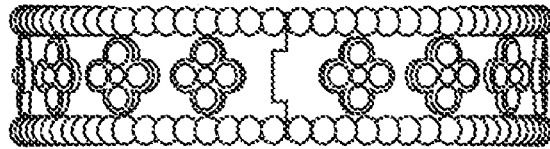


FIG. 7



(12) **United States Design Patent**
Parvex

(10) **Patent No.:** **US D638,737 S**
(45) **Date of Patent:** **** May 31, 2011**

(54) **RING**

(75) Inventor: **Isa Parvex**, Paris (FR)

(73) Assignee: **Van Cleef & Arpels S.A.**,
Villars-sur-Glane (CH)

(**) Term: **14 Years**

(21) Appl. No.: **29/324,436**

(22) Filed: **Sep. 12, 2008**

(51) **LOC (9) Cl.** **11-01**

(52) **U.S. Cl.** **D11/26**

(58) **Field of Classification Search** D11/3,

D11/4, 5, 6, 26-39; 63/15.1, 15.2, 15.3,
63/15.4, 15.5, 16.45, 15.6, 15.65

See application file for complete search history.

(56) **References Cited**

U.S. PATENT DOCUMENTS

D136,698 S *	11/1943	Sacks	D11/34
D148,351 S *	1/1948	Hamilton	D11/4
D151,362 S *	10/1948	Katz	D11/4
D166,107 S *	3/1952	Towle	D11/2
D380,699 S *	7/1997	Kaufmann	D11/4

D394,411 S *	5/1998	Gozlan	D11/4
D491,834 S *	6/2004	Flynn	D11/26
D508,216 S *	8/2005	Hardy	D11/34
D574,744 S *	8/2008	Larsen	D11/37
D588,489 S *	3/2009	Kizys	D11/38
D605,544 S *	12/2009	Morelli	D11/4

* cited by examiner

Primary Examiner — Cathron Brooks

Assistant Examiner — Melanie Levy

(74) *Attorney, Agent, or Firm* — Young & Thompson

(57) **CLAIM**

The ornamental design for a ring, as shown and described.

DESCRIPTION

FIG. 1 is a top and side perspective view of a ring showing my new design;

FIG. 2 is a side elevational view thereof;

FIG. 3 is a top plan view thereof;

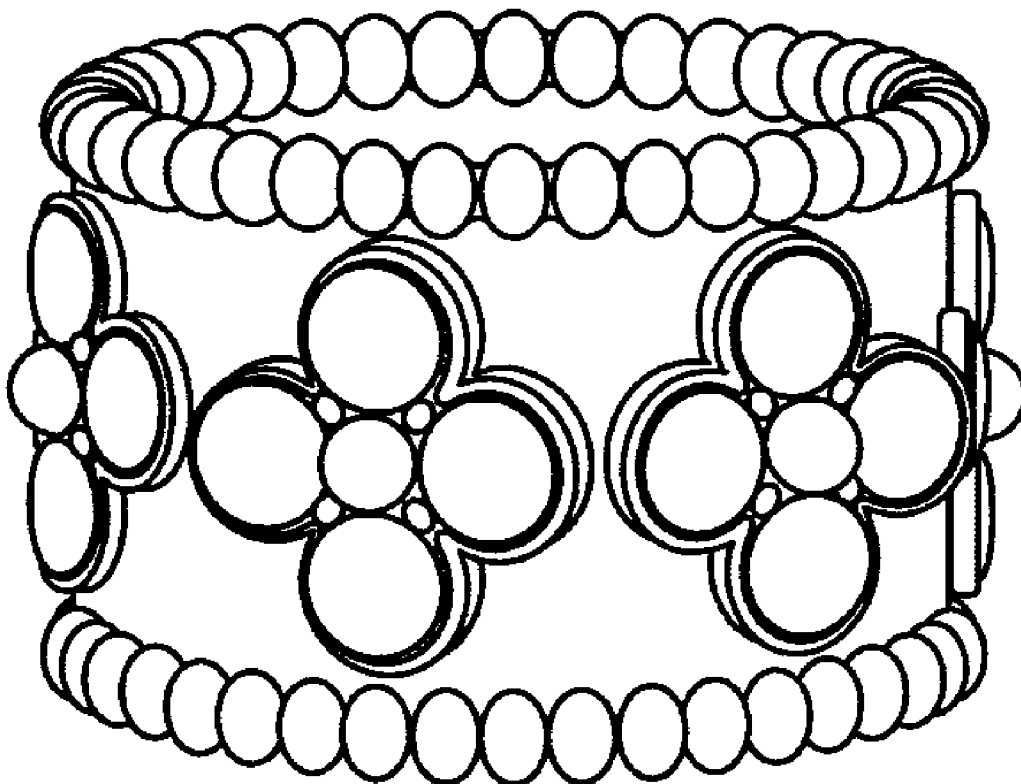
FIG. 4 is a bottom plan view thereof;

FIG. 5 is a view thereof from the side opposite that shown in FIG. 2;

FIG. 6 is a view thereof from the left of FIG. 2; and,

FIG. 7 is a view thereof from the right of FIG. 2.

1 Claim, 7 Drawing Sheets



U.S. Patent

May 31, 2011

Sheet 1 of 7

US D638,737 S

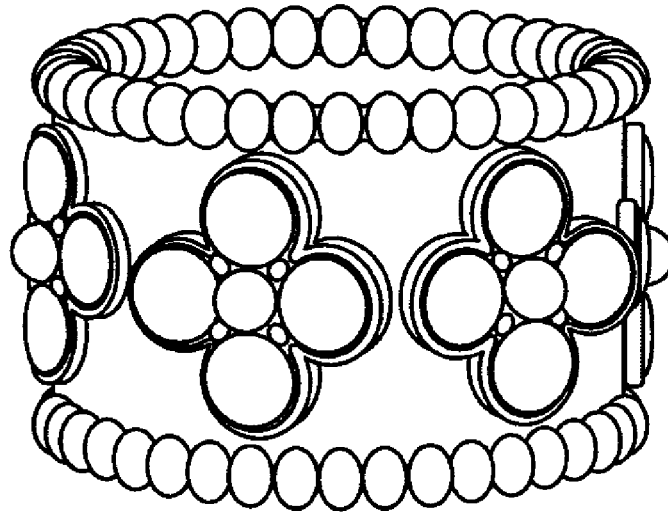


FIG. 1

U.S. Patent

May 31, 2011

Sheet 2 of 7

US D638,737 S

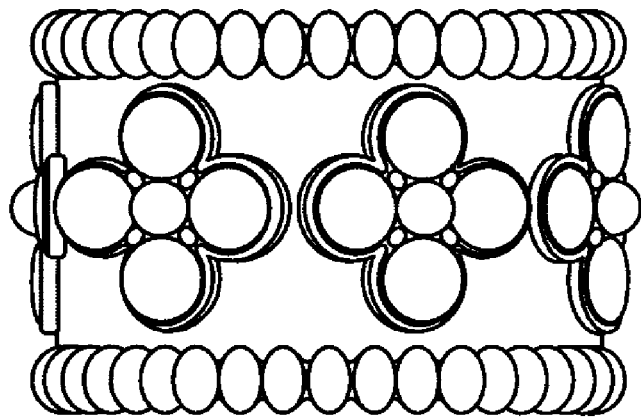


FIG. 2

U.S. Patent

May 31, 2011

Sheet 3 of 7

US D638,737 S

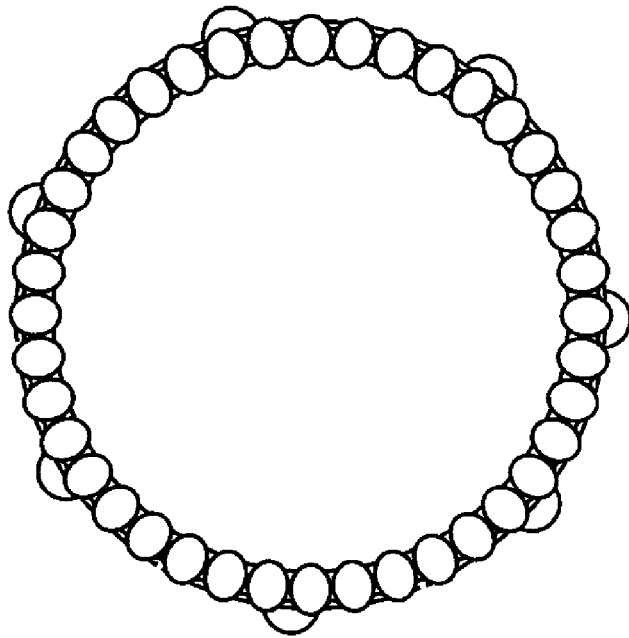


FIG. 3

U.S. Patent

May 31, 2011

Sheet 4 of 7

US D638,737 S

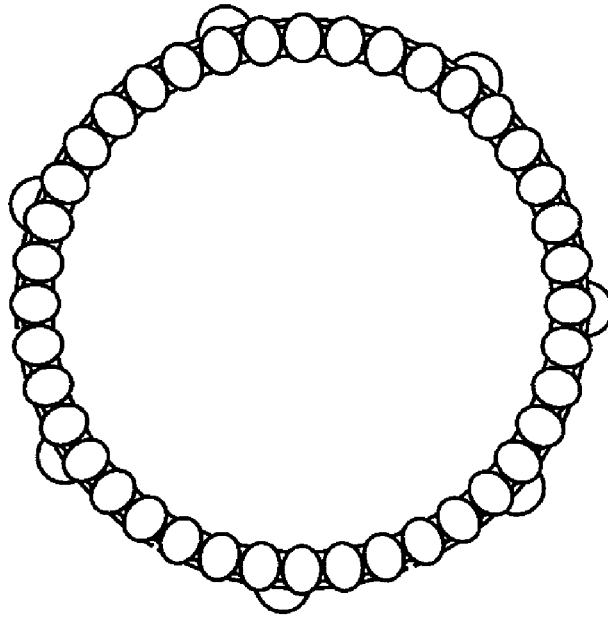


FIG. 4

U.S. Patent

May 31, 2011

Sheet 5 of 7

US D638,737 S

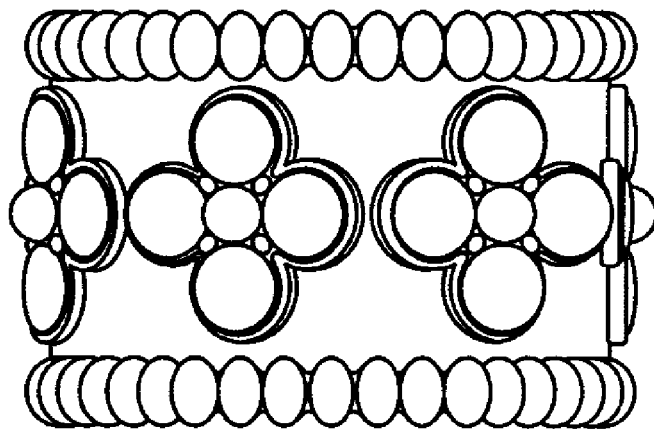


FIG. 5

U.S. Patent

May 31, 2011

Sheet 6 of 7

US D638,737 S

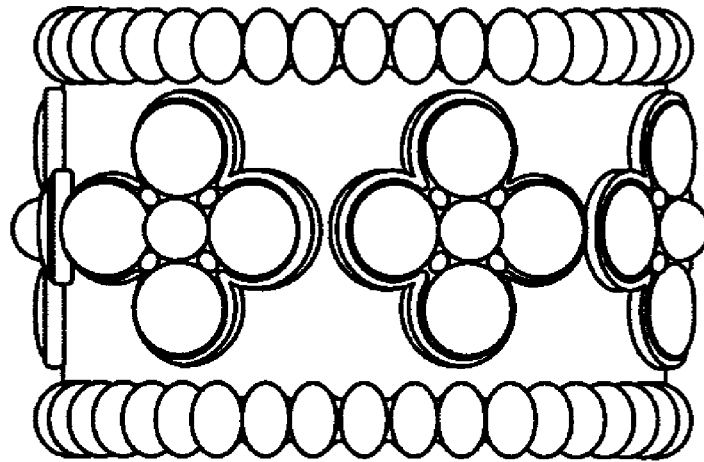


FIG. 6

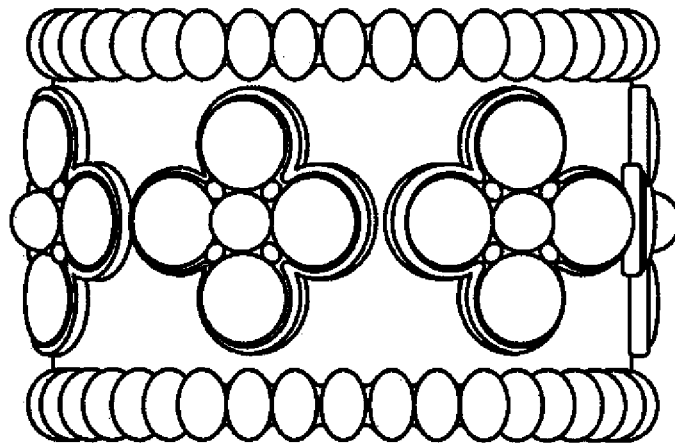


FIG. 7

EXHIBIT D

Generated on: This page was generated by TSDR on 2019-05-03 09:59:37 EDT

Mark: CARTIER

US Serial Number: 71471851

Application Filing Date: Jul. 01, 1944

US Registration Number: 411239

Registration Date: Jan. 09, 1945

Register: Principal

Mark Type: Trademark

Status: The registration has been renewed.

Status Date: Jan. 14, 2015

Mark Information

Mark Literal Elements: CARTIER

Standard Character Claim: No

Mark Drawing Type: 1 - TYPESET WORD(S) /LETTER(S) /NUMBER(S)

Related Properties Information

Claimed Ownership of US Registrations: 0144363

Publish Previously Registered Mark: Yes

Previously Registered Mark Publication Date: Apr. 06, 1965

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((...)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: PRECIOUS-METAL WARE-NAMELY, THE FOLLOWING ARTICLES MADE, IN WHOLE OR IN PART, OF PRECIOUS METALS OR PLATED WITH THE SAME; [VIZ :, COMBS AND COMB CASES,] JEWEL BOXES [AND CASES, HAT ORNAMENTS, TIE CLIPS,] FOBS, [CHARMS,] BRACELETS, WATCH BRACELETS AND BUCKLES THEREFORE, NOT INCLUDING WATCHES, CUFF LINKS, [COLLAR BUTTONS, SHIRT STUDS, WAIST COAT BUTTONS, LOCKETS,] BROOCHES, [HAIR ORNAMENTS,] EARRINGS, [HAT PINS, JEWELRY CLIPS, JEWELRY NOVELTIES, HOLDERS FOR COSMETICS] EYEGGLASS CASES, [CIGAR AND CIGARETTE CASES AND BOXES AND SNUFF BOXES, CIGARETTE AND CIGAR HOLDERS, PIPES, CIGAR AND] CIGARETTE LIGHTERS, [HUMIDORS AND] ASH TRAYS [, JEWELRY INITIALS, COMMEMORATIVE AND MILITARY AND NAVAL DECORATION MEDALS AND INSIGNIA, PICTURE AND MIRROR FRAMES, FITTINGS FOR TRAVELING BAGS, HANDLES, AND ORNAMENTS FOR CANES AND UMBRELLAS, BOTTLE OPENERS, POCKET KNIVES,] ENVELOPE OPENERS, WALLETS, MONEY CLIPS, PERFUME BOTTLES,[COCKTAIL MIXERS], DESK SETS, HANDBAGS [, FLATWARE AND HOLLOWWEAR TRAYS, PITCHERS, BOWLS, VASES, TEA AND COFFE SERVICES, MATCH BOXES, POCKET FLASKS, TOILET ARTICLES, RAZOR SETS,] KEY CHAINS, FINGER RINGS, [THIMBLES, CHECK BOOK COVERS, BOOK MARKS, COMPASSES, MESH BAGS, CANDLESTICKS, AND FOR AQUATIC SH AND PARTS THEREOF ENCRUSTED OR OTHERWISE ORNAMENTED WITH EITHER OR BOTH PRECIOUS METALS AND JEWELS]

International 008, 014

U.S Class(es): 028 - Primary Class

FILED 10/23/24 08:41 AM CASE NO. 24C2572 Joseph P. Day, Clerk

Class(es):

Class Status: ACTIVE

Basis: 1(a)

First Use: Dec. 31, 1859

Use in Commerce: Dec. 31, 1859

Basis Information (Case Level)

Filed Use: Yes	Currently Use: Yes	Amended Use: No
Filed ITU: No	Currently ITU: No	Amended ITU: No
Filed 44D: No	Currently 44D: No	Amended 44D: No
Filed 44E: No	Currently 44E: No	Amended 44E: No
Filed 66A: No	Currently 66A: No	
Filed No Basis: No	Currently No Basis: No	

Current Owner(s) Information

Owner Name: CARTIER INTERNATIONAL A.G.

Owner Address: HINTERBERGSTRASSE 22, POSTFACH 61
6312 STEINHAUSEN
SWITZERLAND

Legal Entity Type: CORPORATION

State or Country SWITZERLAND
Where Organized:

Attorney/Correspondence Information

Attorney of Record

Attorney Name: LAWRENCE E. APOLZON

Attorney Primary Email Address: Apolzon-Docket@fzlz.com

Attorney Email Authorized: Yes

Correspondent

Correspondent Name/Address: LAWRENCE E. APOLZON
Fross Zelnick Lehrman & Zissu, P.C.
4 TIMES SQUARE, 17TH FLOOR
New York, NEW YORK 10036
UNITED STATES

Phone: 212-813-5900

Correspondent e-mail: Apolzon-Docket@fzlz.com

Correspondent e-mail Authorized: Yes

Domestic Representative

Domestic Representative Name: Fross Zelnick Lehrman & Zissu, P.C.

Phone: 212-813-5900

Prosecution History

Date	Description	Proceeding Number
Feb. 26, 2019	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Feb. 26, 2019	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	
Sep. 21, 2018	NOTICE OF SUIT	
Jan. 03, 2018	NOTICE OF SUIT	
Jun. 07, 2017	NOTICE OF SUIT	
Jun. 07, 2017	NOTICE OF SUIT	
Apr. 05, 2017	REVIEW OF CORRESPONDENCE COMPLETE - ADDRESS UPDATED	88889
Jan. 31, 2017	CORRESPONDENCE RECEIVED IN LAW OFFICE	
May 18, 2015	NOTICE OF SUIT	
Jan. 14, 2015	NOTICE OF ACCEPTANCE OF SEC. 8 & 9 - MAILED	
Jan. 14, 2015	REGISTERED AND RENEWED (FOURTH RENEWAL - 10 YRS)	64591
Jan. 14, 2015	REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED	64591

EFILED 10/23/24 08:41 AM CASE NO. 24C2572 Joseph P. Day, Clerk

Jan. 09, 2015 TEAS SECTION 8 & 9 RECEIVED
 Dec. 31, 2014 ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED
 Dec. 31, 2014 TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED
 Aug. 04, 2010 AUTOMATIC UPDATE OF ASSIGNMENT OF OWNERSHIP
 Dec. 16, 2009 NOTICE OF SUIT
 May 06, 2009 NOTICE OF SUIT
 Jun. 25, 2008 NOTICE OF SUIT
 Jun. 23, 2008 NOTICE OF SUIT
 Oct. 04, 2006 ASSIGNMENT OF OWNERSHIP NOT UPDATED AUTOMATICALLY
 Mar. 16, 2005 REGISTERED AND RENEWED (THIRD RENEWAL - 10 YRS)
 Mar. 16, 2005 REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED
 Jan. 21, 2005 REGISTERED - COMBINED SECTION 8 (10-YR) & SEC. 9 FILED
 Jan. 21, 2005 PAPER RECEIVED
 Sep. 29, 2003 PAPER RECEIVED
 Apr. 16, 1985 REGISTERED AND RENEWED (SECOND RENEWAL - 20 YRS)
 Aug. 20, 1984 REGISTERED - SEC. 9 FILED/CHECK RECORD FOR SEC. 8

Maintenance Filings or Post Registration Information

Affidavit of Continued Use: Section 8 - Accepted
Affidavit of Incontestability: Section 15 - Filed Section 15 - Accepted
Renewal Date: Jan. 09, 2015

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: GENERIC WEB UPDATE **Date in Location:** Jan. 14, 2015

Assignment Abstract Of Title Information

Summary

Total Assignments: 5 **Registrant:** CARTIER, INC.

Assignment 1 of 5

Conveyance: CERTIFIED COPY OF MERGER FILED IN THE OFFICE OF THE SECRETARY OF STATE OF DELAWARE, SHOWING MERGER OF ASSIGNORS AND CHANGE OF NAME OF THE SURVIVING CORPORATION ON JULY 26, 1976, EFFECTIVE JULY 30, 1976.
Reel/Frame: [0294/0453](#) **Pages:** 5
Date Recorded: Sep. 15, 1976
Supporting Documents: No Supporting Documents Available

Assignor

Name: [CARTIER, INCORPORATED, -MERGED INTO-](#) **Execution Date:** Aug. 04, 1976
Legal Entity Type: CORPORATION **State or Country Where Organized:** NEW YORK

Name: [GHI CORP., -CHANGED TO-](#) **Execution Date:** Not Found
Legal Entity Type: CORPORATION **State or Country Where Organized:** DELAWARE

Assignee

Name: [CARTIER, INCORPORATED](#)
Legal Entity Type: UNKNOWN **State or Country Where Organized:** No Place Where Organized Found
Address: No Assignee Address Found

Correspondent

Correspondent JAMES L. BIKOFF, ESQ.

EFILED 10/23/24 08:41 AM CASE NO. 24C2572 Joseph P. Day, Clerk

Name:

Correspondent CARTIER, INCORPORATED
Address: 653 FIFTH AVENUE
NEW YORK, NY 10022

Domestic Representative - Not Found

Assignment 2 of 5

Conveyance: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

Reel/Frame: [0827/0110](#)

Pages: 7

Date Recorded: Oct. 02, 1991

Supporting Documents: No Supporting Documents Available

Assignor

Name: [CARTIER, INCORPORATED](#)

Execution Date: Apr. 24, 1991

Legal Entity Type: CORPORATION

State or Country DELAWARE
Where Organized:

Assignee

Name: [CARTIER INTERNATIONAL, INC.](#)

State or Country DELAWARE
Where Organized:

Legal Entity Type: CORPORATION

Address: 2 EAST 52ND STREET
NEW YORK, NEW YORK

Correspondent

Correspondent Name: KATHRYN JENNISON SHULTZ

Correspondent Address: ELLSWORTH M. JENNISON
CRYSTAL PLAZA #1-SUITE 704
2001 JEFFERSON DAVIS HIGHWAY
ARLINGTON, VA 22202

Domestic Representative - Not Found

Assignment 3 of 5

Conveyance: ASSIGNS THE ENTIRE RIGHT, TITLE AND INTEREST; EFFECTIVE JANUARY 1, 1990.

Reel/Frame: [0827/0117](#)

Pages: 7

Date Recorded: Oct. 02, 1991

Supporting Documents: No Supporting Documents Available

Assignor

Name: [CARTIER INTERNATIONAL, INC.](#)

Execution Date: Apr. 25, 1991

Legal Entity Type: CORPORATION

State or Country DELAWARE
Where Organized:

Assignee

Name: [CARTIER INTERNATIONAL, B.V.](#)

State or Country NETHERLANDS
Where Organized:

Legal Entity Type: CORPORATION

Address: HERENGRACHT 436
AMSTERDAM-C, NETHERLANDS

Correspondent

Correspondent Name: KATHRYN JENNISON SHULTZ

Correspondent Address: ELLSWORTH M. JENNISON
CRYSTAL PLAZA #1-SUITE 704
2001 JEFFERSON DAVIS HIGHWAY
ARLINGTON, VA 22202

Domestic Representative - Not Found

Assignment 4 of 5

Conveyance: ASSIGNS THE ENTIRE INTEREST

FILED 10/23/24 08:41 AM CASE NO. 24C2572 Joseph P. Day, Clerk

Reel/Frame: [3400/0443](#)

Pages: 23

Date Recorded: Sep. 11, 2006

Supporting Documents: [assignment-tm-3400-0443.pdf](#)

Assignor

Name: [CARTIER INTERNATIONAL B.V.](#)

Execution Date: Oct. 31, 2005

Legal Entity Type: COMPANY-EQUIVALENT + US CORP.

State or Country Where Organized: No Place Where Organized Found

Assignee

Name: [CARTIER INTERNATIONAL N.V.](#)

State or Country Where Organized: No Place Where Organized Found

Legal Entity Type: COMPANY - US EQUIR. CORPORATION

Address: SCHARLOOWEG 33
CURACAO, NETHERLANDS ANTILLES

Correspondent

Correspondent Name: HELEN M. O'SHAUGHNESSY

Correspondent Address: 2 EAST 52 STREET
NEW YORK N.Y 10022

Domestic Representative - Not Found

Assignment 5 of 5

Conveyance: CHANGE OF NAME

Reel/Frame: [4252/0184](#)

Pages: 12

Date Recorded: Aug. 02, 2010

Supporting Documents: [assignment-tm-4252-0184.pdf](#)

Assignor

Name: [CARTIER INTERNATIONAL N.V.](#)

Execution Date: Dec. 14, 2009

Legal Entity Type: CORPORATION

State or Country Where Organized: NETHERLANDS ANTILLES

Assignee

Name: [CARTIER INTERNATIONAL A.G.](#)

State or Country Where Organized: SWITZERLAND

Legal Entity Type: CORPORATION

Address: HINTERBERGSTRASSE 22, POSTFACH 61
6312 STEINHAUSEN, SWITZERLAND

Correspondent

Correspondent Name: MILTON SPRINGUT

Correspondent Address: 488 MADISON AVENUE
19 FL
NEW YORK, NY 10022

Domestic Representative - Not Found

Proceedings

Summary

Number of Proceedings: 1

Type of Proceeding: Opposition

Proceeding Number: [91235278](#)

Filing Date: Jun 16, 2017

Status: Terminated

Status Date: Jun 16, 2017

Interlocutory Attorney: MARY CATHERINE FAINT

Defendant

FILED 10/23/24 08:41 AM CASE NO. 24C2572 Joseph P. Day, Clerk

Name: Ke Jianzhong

Correspondent Address: KE JIANZHONG
LONGHUA NEW DISTRIC WEIDONGLONG TECHNOL
SHENZHEN GUANGDONG CHINA

Correspondent e-mail: 2853277606@qq.com

Associated marks			
Mark	Application Status	Serial Number	Registration Number
CARTER PAUL	Abandoned - After Inter-Partes Decision	87112498	

Plaintiff(s)

Name: Cartier International AG

Correspondent Address: JOHN P MARGIOTTA
FROSS ZELNICK LEHRMAN & ZISSU PC
4 TIMES SQUARE , 17TH FLOOR
NEW YORK NY , 10036
UNITED STATES

Correspondent e-mail: jmargiotta@fzlz.com , eweiss@fzlz.com

Associated marks			
Mark	Application Status	Serial Number	Registration Number
CARTIER	REGISTERED AND RENEWED	71471851	411239
CARTIER	REGISTERED AND RENEWED	71471852	411240
CARTIER	REGISTERED AND RENEWED	71471859	411975
CARTIER	REGISTERED AND RENEWED	72146163	759201

Prosecution History

Entry Number	History Text	Date	Due Date
1	FILED AND FEE	Jun 16, 2017	
2	NOTICE AND TRIAL DATES SENT; ANSWER DUE:	Jun 27, 2017	Aug 06, 2017
3	PENDING, INSTITUTED	Jun 27, 2017	
4	NOTICE OF DEFAULT	Aug 16, 2017	
5	BD DECISION: SUSTAINED	Sep 26, 2017	
6	TERMINATED	Sep 26, 2017	
7	BD DECISION: SUSTAINED	Sep 26, 2017	

Generated on: This page was generated by TSDR on 2019-05-03 10:00:23 EDT

Mark: CARTIER

US Serial Number: 72146164

Application Filing Date: Jun. 05, 1962

US Registration Number: 759202

Registration Date: Oct. 29, 1963

Register: Principal

Mark Type: Trademark

Status: The registration has been renewed.

Status Date: Nov. 12, 2013

Mark Information

Mark Literal Elements: CARTIER

Standard Character Claim: No

Mark Drawing Type: 1 - TYPESET WORD(S) /LETTER(S) /NUMBER(S)

Acquired Distinctiveness Claim: In whole

Related Properties Information

Claimed Ownership of US Registrations: 0411240

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((...)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Articles of Jewelry for Personal Wear, Not Including Watches; and the Following Goods of Solid or Plated Silverware-Namely, [Table Flatware and] Hollow-Ware, [Toilet Articles, Candelabra, Bonbon-Cases,] Jewelry Cases, [((Crosses, Rosaries,))] and Buckles

International Class(es): 008, 014

U.S Class(es): 028 - Primary Class

Class Status: ACTIVE

Basis: 1(a)

First Use: 1859

Use in Commerce: 1859

Basis Information (Case Level)

Filed Use: Yes

Currently Use: Yes

Amended Use: No

Filed ITU: No

Currently ITU: No

Amended ITU: No

Filed 44D: No

Currently 44D: No

Amended 44D: No

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Filed 44E: No

Currently 44E: No

Amended 44E: No

Filed 66A: No

Currently 66A: No

Filed No Basis: No

Currently No Basis: No

Current Owner(s) Information

Owner Name: CARTIER INTERNATIONAL A.G.

Owner Address: HINTERBERGSTRASSE 22, POSTFACH 61
6312 STEINHAUSEN
SWITZERLAND

Legal Entity Type: CORPORATION

State or Country Where Organized: SWITZERLAND

Attorney/Correspondence Information

Attorney of Record

Attorney Name: LAWRENCE E. APOLZON

Attorney Primary Email Address: Apolzon-Docket@fzlz.com

Attorney Email Authorized: Yes

Correspondent

Correspondent Name/Address: LAWRENCE E. APOLZON
Fross Zelnick Lehrman & Zissu, P.C.
4 TIMES SQUARE, 17TH FLOOR
New York, NEW YORK 10036
UNITED STATES

Phone: 212-813-5900

Correspondent e-mail: Apolzon-Docket@fzlz.com

Correspondent e-mail Authorized: Yes

Domestic Representative

Domestic Representative Name: Fross Zelnick Lehrman & Zissu, P.C.

Phone: 212-813-5900

Prosecution History

Date	Description	Proceeding Number
Feb. 26, 2019	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Feb. 26, 2019	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	
Nov. 01, 2018	NOTICE OF SUIT	
Oct. 16, 2018	NOTICE OF SUIT	
Oct. 11, 2018	NOTICE OF SUIT	
Sep. 21, 2018	NOTICE OF SUIT	
Jun. 29, 2018	NOTICE OF SUIT	
Mar. 27, 2018	NOTICE OF SUIT	
Feb. 23, 2018	NOTICE OF SUIT	
Feb. 20, 2018	NOTICE OF SUIT	
Jan. 03, 2018	NOTICE OF SUIT	
Dec. 14, 2017	NOTICE OF SUIT	
Nov. 15, 2017	NOTICE OF SUIT	
Jul. 19, 2017	NOTICE OF SUIT	
Jul. 19, 2017	NOTICE OF SUIT	
Jun. 07, 2017	NOTICE OF SUIT	
Jun. 07, 2017	NOTICE OF SUIT	
Apr. 18, 2017	NOTICE OF SUIT	
Apr. 18, 2017	NOTICE OF SUIT	
Apr. 05, 2017	REVIEW OF CORRESPONDENCE COMPLETE - ADDRESS UPDATED	88889
Jan. 31, 2017	CORRESPONDENCE RECEIVED IN LAW OFFICE	
May 18, 2015	NOTICE OF SUIT	

EFILED 10/23/24 08:41 AM CASE NO. 24C2572 Joseph P. Day, Clerk

Dec. 31, 2014	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Dec. 31, 2014	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	
Nov. 12, 2013	NOTICE OF ACCEPTANCE OF SEC. 8 & 9 - MAILED	
Nov. 12, 2013	REGISTERED AND RENEWED (THIRD RENEWAL - 10 YRS)	69471
Nov. 12, 2013	REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED	69471
Nov. 05, 2013	REGISTERED - COMBINED SECTION 8 (10-YR) & SEC. 9 FILED	69471
Nov. 05, 2013	TEAS SECTION 8 & 9 RECEIVED	
Aug. 04, 2010	AUTOMATIC UPDATE OF ASSIGNMENT OF OWNERSHIP	
Mar. 31, 2009	NOTICE OF SUIT	
Oct. 30, 2008	CASE FILE IN TICRS	
Oct. 04, 2006	ASSIGNMENT OF OWNERSHIP NOT UPDATED AUTOMATICALLY	
Dec. 02, 2003	REGISTERED AND RENEWED (SECOND RENEWAL - 10 YRS)	
Dec. 02, 2003	REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED	
Sep. 29, 2003	PAPER RECEIVED	
Sep. 15, 2003	REGISTERED - COMBINED SECTION 8 (10-YR) & SEC. 9 FILED	
Sep. 15, 2003	PAPER RECEIVED	
Oct. 25, 1984	REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK.	
Oct. 29, 1983	REGISTERED AND RENEWED (FIRST RENEWAL - 20 YRS)	
Sep. 06, 1983	REGISTERED AND RENEWED (FIRST RENEWAL - 20 YRS)	

Maintenance Filings or Post Registration Information

Affidavit of Continued Use: Section 8 - Accepted
Affidavit of Incontestability: Section 15 - Accepted
Renewal Date: Oct. 29, 2013

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: GENERIC WEB UPDATE

Date in Location: Nov. 12, 2013

Assignment Abstract Of Title Information

Summary

Total Assignments: 5

Registrant: CARTIER, INC.

Assignment 1 of 5

Conveyance: CERTIFIED COPY OF MERGER FILED IN THE OFFICE OF THE SECRETARY OF STATE OF DELAWARE, SHOWING MERGER OF ASSIGNORS AND CHANGE OF NAME OF THE SURVIVING CORPORATION ON JULY 26, 1976, EFFECTIVE JULY 30, 1976.

Reel/Frame: [0294/0453](#)

Pages: 5

Date Recorded: Sep. 15, 1976

Supporting Documents: No Supporting Documents Available

Assignor

Name: [CARTIER, INCORPORATED, -MERGED INTO-](#)

Execution Date: Aug. 04, 1976

Legal Entity Type: CORPORATION

State or Country Where Organized: NEW YORK

Name: [GHI CORP., -CHANGED TO-](#)

Execution Date: Not Found

Legal Entity Type: CORPORATION

State or Country Where Organized: DELAWARE

Assignee

Name: [CARTIER, INCORPORATED](#)

Legal Entity Type: UNKNOWN

State or Country Where Organized: No Place Where Organized Found

FILED 10/23/24 08:41 AM CASE NO. 24C2572 Joseph P. Day, Clerk

Address: No Assignee Address Found

Correspondent

Correspondent Name: JAMES L. BIKOFF, ESQ.

Correspondent Address: CARTIER, INCORPORATED
653 FIFTH AVENUE
NEW YORK, NY 10022

Domestic Representative - Not Found

Assignment 2 of 5

Conveyance: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

Reel/Frame: [0827/0110](#)

Pages: 7

Date Recorded: Oct. 02, 1991

Supporting Documents: No Supporting Documents Available

Assignor

Name: [CARTIER, INCORPORATED](#)

Execution Date: Apr. 24, 1991

Legal Entity Type: CORPORATION

State or Country Where Organized: DELAWARE

Assignee

Name: [CARTIER INTERNATIONAL, INC.](#)

State or Country Where Organized: DELAWARE

Legal Entity Type: CORPORATION

Address: 2 EAST 52ND STREET
NEW YORK, NEW YORK

Correspondent

Correspondent Name: KATHRYN JENNISON SHULTZ

Correspondent Address: ELLSWORTH M. JENNISON
CRYSTAL PLAZA #1-SUITE 704
2001 JEFFERSON DAVIS HIGHWAY
ARLINGTON, VA 22202

Domestic Representative - Not Found

Assignment 3 of 5

Conveyance: ASSIGNS THE ENTIRE RIGHT, TITLE AND INTEREST; EFFECTIVE JANUARY 1, 1990.

Reel/Frame: [0827/0117](#)

Pages: 7

Date Recorded: Oct. 02, 1991

Supporting Documents: No Supporting Documents Available

Assignor

Name: [CARTIER INTERNATIONAL, INC.](#)

Execution Date: Apr. 25, 1991

Legal Entity Type: CORPORATION

State or Country Where Organized: DELAWARE

Assignee

Name: [CARTIER INTERNATIONAL, B.V.](#)

State or Country Where Organized: NETHERLANDS

Legal Entity Type: CORPORATION

Address: HERENGRACHT 436
AMSTERDAM-C, NETHERLANDS

Correspondent

Correspondent Name: KATHRYN JENNISON SHULTZ

Correspondent Address: ELLSWORTH M. JENNISON
CRYSTAL PLAZA #1-SUITE 704
2001 JEFFERSON DAVIS HIGHWAY
ARLINGTON, VA 22202

Domestic Representative - Not Found

FILED 10/23/24 08:41 AM CASE NO. 24C2572 Joseph P. Day, Clerk

Assignment 4 of 5

Conveyance: ASSIGNS THE ENTIRE INTEREST

Reel/Frame: [3400/0443](#)

Pages: 23

Date Recorded: Sep. 11, 2006

Supporting Documents: [assignment-tm-3400-0443.pdf](#)

Assignor

Name: [CARTIER INTERNATIONAL B.V.](#)

Execution Date: Oct. 31, 2005

Legal Entity Type: COMPANY-EQUIVALENT + US CORP.

State or Country Where Organized: No Place Where Organized Found

Assignee

Name: [CARTIER INTERNATIONAL N.V.](#)

Legal Entity Type: COMPANY - US EQUIR. CORPORATION

State or Country Where Organized: No Place Where Organized Found

Address: SCHARLOOWEG 33
CURACAO, NETHERLANDS ANTILLES

Correspondent

Correspondent Name: HELEN M. O'SHAUGHNESSY

Correspondent Address: 2 EAST 52 STREET
NEW YORK N.Y 10022

Domestic Representative - Not Found

Assignment 5 of 5

Conveyance: CHANGE OF NAME

Reel/Frame: [4252/0184](#)

Pages: 12

Date Recorded: Aug. 02, 2010

Supporting Documents: [assignment-tm-4252-0184.pdf](#)

Assignor

Name: [CARTIER INTERNATIONAL N.V.](#)

Execution Date: Dec. 14, 2009

Legal Entity Type: CORPORATION

State or Country Where Organized: NETHERLANDS ANTILLES

Assignee

Name: [CARTIER INTERNATIONAL A.G.](#)

Legal Entity Type: CORPORATION

State or Country Where Organized: SWITZERLAND

Address: HINTERBERGSTRASSE 22, POSTFACH 61
6312 STEINHAUSEN, SWITZERLAND

Correspondent

Correspondent Name: MILTON SPRINGUT

Correspondent Address: 488 MADISON AVENUE
19 FL
NEW YORK, NY 10022

Domestic Representative - Not Found

Generated on: This page was generated by TSDR on 2019-05-03 10:01:02 EDT

Mark: CARTIER



US Serial Number: 71471852

Application Filing Date: Jul. 01, 1944

US Registration Number: 411240

Registration Date: Jan. 09, 1945

Register: Principal

Mark Type: Trademark

Status: The registration has been renewed.

Status Date: Jan. 26, 2015

Mark Information

Mark Literal Elements: CARTIER

Standard Character Claim: No

Mark Drawing Type: 5 - AN ILLUSTRATION DRAWING WITH WORD(S) /LETTER(S)/ NUMBER(S) INSTYLIZED FORM

Related Properties Information

Claimed Ownership of US Registrations: 0144363

Publish Previously Registered Mark: Yes

Previously Registered Mark Publication Date: Apr. 06, 1965

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [.] indicate deleted goods/services;
- Double parenthesis (..) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *.* identify additional (new) wording in the goods/services.

For: Articles of Jewelry for Personal Wear and for Precious-Metal Ware-Namely, the Following Articles Made, in Whole or in Part, of Precious Metals or Plated with the Same-- viz:, [Combs and] [Comb Cases], Jewel Boxes [and Cases], [Hat Ornaments; TiE e Clips], Fobs, [Charms], Bracelets, Watch Bracelets and Buckles Therefor, Not Including Watches, Cuff Links, [Collar Buttons] [, Shirt Studs,] [Waist Coat Buttons, Locketts], Brooches, [Hair Ornaments], Earrings, [Hat Pins, Jewelry Clips, Jewelry Novelties, Holders for Cosmetics], Eyeglass Cases, [Cigar and] [Cigarette Cases] [and Boxes and Cigar and] Cigarette Lighters, [Snuff Boxes] [, Cigarette and Cigar Holders,] [Pi pes,] [Humidors, and] Ash Trays, [Jewelry Initials, Commemorative and Military and Naval Decoration Medals and Insignia, Picture and] [Mirror Frames,] [Fittings for Traveling Bags, Handles and Ornaments for Canes and Umbrellas, Bottle Openers, Pocket Knives], Envelope Openers, Wallets, Money Clips, Perfume Bottles, [Cocktail Mixers], Desk Sets, Handbags, [Flatware and Hollowware,] [Trays, Pitchers, Bowls], [Vases, Tea and Coffee Services,] [Match Boxes] [, Pocket Flasks, Toilet Articles,] [Razor Sets,] Key Chains, Finger Rings, [Thimbles, Check Book Covers, Book Ma rks] [, Compasses,] [Mesh Bags] [, CandlestiCKcks,] [Candelabras, Jewelry Cases, Bonbon Containers, Crosses, Rosaries and Buckles, and for Aquatic Shells and Parts Thereof Encrusted or Otherwise Ornamented with Either or Both Precious Metals and Jewels]

International Class(es): 008, 014

U.S Class(es): 028 - Primary Class

Class Status: ACTIVE

Basis: 1(a)

First Use: 1859

Use in Commerce: 1859

Basis Information (Case Level)

FILED 10/23/24 08:41 AM CASE NO. 24C2572 Joseph P. Day, Clerk

Filed Use: Yes	Currently Use: Yes	Amended Use: No
Filed ITU: No	Currently ITU: No	Amended ITU: No
Filed 44D: No	Currently 44D: No	Amended 44D: No
Filed 44E: No	Currently 44E: No	Amended 44E: No
Filed 66A: No	Currently 66A: No	
Filed No Basis: No	Currently No Basis: No	

Current Owner(s) Information

Owner Name: CARTIER INTERNATIONAL A.G.
Owner Address: HINTERBERGSTRASSE 22, POSTFACH 61
 6312 STEINHAUSEN
 SWITZERLAND
Legal Entity Type: CORPORATION **State or Country Where Organized:** SWITZERLAND

Attorney/Correspondence Information

Attorney of Record

Attorney Name: LAWRENCE E. APOLZON
Attorney Primary Email Address: Apolzon-Docket@fzlz.com **Attorney Email Authorized:** Yes

Correspondent

Correspondent Name/Address: LAWRENCE E. APOLZON
 Fross Zelnick Lehrman & Zissu, P.C.
 4 TIMES SQUARE, 17TH FLOOR
 New York, NEW YORK 10036
 UNITED STATES
Phone: 212-813-5900
Correspondent e-mail: Apolzon-Docket@fzlz.com **Correspondent e-mail Authorized:** Yes

Domestic Representative

Domestic Representative Name: Fross Zelnick Lehrman & Zissu, P.C. **Phone:** 212-813-5900

Prosecution History

Date	Description	Proceeding Number
Feb. 26, 2019	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Feb. 26, 2019	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	
Sep. 21, 2018	NOTICE OF SUIT	
Jun. 18, 2018	NOTICE OF SUIT	
Apr. 17, 2018	NOTICE OF SUIT	
Jan. 03, 2018	NOTICE OF SUIT	
Jul. 11, 2017	NOTICE OF SUIT	
Jul. 11, 2017	NOTICE OF SUIT	
Jun. 07, 2017	NOTICE OF SUIT	
Jun. 07, 2017	NOTICE OF SUIT	
Apr. 05, 2017	REVIEW OF CORRESPONDENCE COMPLETE - ADDRESS UPDATED	88889
Jan. 31, 2017	CORRESPONDENCE RECEIVED IN LAW OFFICE	
May 18, 2015	NOTICE OF SUIT	
Jan. 26, 2015	NOTICE OF ACCEPTANCE OF SEC. 8 & 9 - MAILED	
Jan. 26, 2015	REGISTERED AND RENEWED (FOURTH RENEWAL - 10 YRS)	73376
Jan. 26, 2015	REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED	73376
Jan. 26, 2015	CASE ASSIGNED TO POST REGISTRATION PARALEGAL	73376
Jan. 09, 2015	TEAS SECTION 8 & 9 RECEIVED	
Dec. 31, 2014	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	

EFILED 10/23/24 08:41 AM CASE NO. 24C2572 Joseph P. Day, Clerk

Dec. 31, 2014 TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED
 Oct. 24, 2013 NOTICE OF SUIT
 Jul. 07, 2011 AMENDMENT UNDER SECTION 7 - ISSUED
 Jun. 29, 2011 TEAS SECTION 7 REQUEST RECEIVED
 Aug. 04, 2010 AUTOMATIC UPDATE OF ASSIGNMENT OF OWNERSHIP
 Dec. 16, 2009 NOTICE OF SUIT
 Jun. 25, 2008 NOTICE OF SUIT
 Jun. 23, 2008 NOTICE OF SUIT
 Oct. 04, 2006 ASSIGNMENT OF OWNERSHIP NOT UPDATED AUTOMATICALLY
 Mar. 01, 2005 REGISTERED AND RENEWED (THIRD RENEWAL - 10 YRS)
 Mar. 01, 2005 REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED
 Jan. 11, 2005 REGISTERED - COMBINED SECTION 8 (10-YR) & SEC. 9 FILED
 Jan. 11, 2005 PAPER RECEIVED
 Sep. 29, 2003 PAPER RECEIVED
 Jan. 09, 1985 REGISTERED AND RENEWED (SECOND RENEWAL - 20 YRS)
 Aug. 20, 1984 REGISTERED - SEC. 9 FILED/CHECK RECORD FOR SEC. 8

64591

Maintenance Filings or Post Registration Information

Affidavit of Continued Use: Section 8 - Accepted

Affidavit of Incontestability: Section 15 - Filed Section 15 - Accepted

Renewal Date: Jan. 09, 2015

Change in Registration: Yes

Amendment to a Registration/Renewal Certificate: The drawing is amended to appear as follows: PUBLISH CUT

TM Staff and Location Information

TM Staff Information - None
 File Location

Current Location: GENERIC WEB UPDATE

Date in Location: Jan. 26, 2015

Assignment Abstract Of Title Information

Summary

Total Assignments: 5

Registrant: CARTIER, INC.

Assignment 1 of 5

Conveyance: CERTIFIED COPY OF MERGER FILED IN THE OFFICE OF THE SECRETARY OF STATE OF DELAWARE, SHOWING MERGER OF ASSIGNORS AND CHANGE OF NAME OF THE SURVIVING CORPORATION ON JULY 26, 1976, EFFECTIVE JULY 30, 1976.

Reel/Frame: [0294/0453](#)

Pages: 5

Date Recorded: Sep. 15, 1976

Supporting Documents: No Supporting Documents Available

Assignor

Name: [CARTIER, INCORPORATED, -MERGED INTO-](#)

Execution Date: Aug. 04, 1976

Legal Entity Type: CORPORATION

State or Country Where Organized: NEW YORK

Name: [GHI CORP., -CHANGED TO-](#)

Execution Date: Not Found

Legal Entity Type: CORPORATION

State or Country Where Organized: DELAWARE

Assignee

Name: [CARTIER, INCORPORATED](#)

FILED 10/23/24 08:41 AM CASE NO. 24C2572 Joseph P. Day, Clerk

Legal Entity Type: UNKNOWN

State or Country No Place Where Organized Found
Where Organized:

Address: No Assignee Address Found

Correspondent

Correspondent Name: JAMES L. BIKOFF, ESQ.

Correspondent Address: CARTIER, INCORPORATED
653 FIFTH AVENUE
NEW YORK, NY 10022

Domestic Representative - Not Found

Assignment 2 of 5

Conveyance: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

Reel/Frame: [0827/0110](#)

Pages: 7

Date Recorded: Oct. 02, 1991

Supporting Documents: No Supporting Documents Available

Assignor

Name: [CARTIER, INCORPORATED](#)

Execution Date: Apr. 24, 1991

Legal Entity Type: CORPORATION

State or Country DELAWARE
Where Organized:

Assignee

Name: [CARTIER INTERNATIONAL, INC.](#)

Legal Entity Type: CORPORATION

State or Country DELAWARE
Where Organized:

Address: 2 EAST 52ND STREET
NEW YORK, NEW YORK

Correspondent

Correspondent Name: KATHRYN JENNISON SHULTZ

Correspondent Address: ELLSWORTH M. JENNISON
CRYSTAL PLAZA #1-SUITE 704
2001 JEFFERSON DAVIS HIGHWAY
ARLINGTON, VA 22202

Domestic Representative - Not Found

Assignment 3 of 5

Conveyance: ASSIGNS THE ENTIRE RIGHT, TITLE AND INTEREST; EFFECTIVE JANUARY 1, 1990.

Reel/Frame: [0827/0117](#)

Pages: 7

Date Recorded: Oct. 02, 1991

Supporting Documents: No Supporting Documents Available

Assignor

Name: [CARTIER INTERNATIONAL, INC.](#)

Execution Date: Apr. 25, 1991

Legal Entity Type: CORPORATION

State or Country DELAWARE
Where Organized:

Assignee

Name: [CARTIER INTERNATIONAL, B.V.](#)

Legal Entity Type: CORPORATION

State or Country NETHERLANDS
Where Organized:

Address: HERENGRACHT 436
AMSTERDAM-C, NETHERLANDS

Correspondent

Correspondent Name: KATHRYN JENNISON SHULTZ

Correspondent Address: ELLSWORTH M. JENNISON
CRYSTAL PLAZA #1-SUITE 704
2001 JEFFERSON DAVIS HIGHWAY

EFILED 10/23/24 08:41 AM CASE NO. 24C2572 Joseph P. Day, Clerk

ARLINGTON, VA 22202

Domestic Representative - Not Found

Assignment 4 of 5

Conveyance: ASSIGNS THE ENTIRE INTEREST

Reel/Frame: [3400/0443](#)

Pages: 23

Date Recorded: Sep. 11, 2006

Supporting Documents: [assignment-tm-3400-0443.pdf](#)

Assignor

Name: [CARTIER INTERNATIONAL B.V.](#)

Execution Date: Oct. 31, 2005

Legal Entity Type: COMPANY-EQUIVALENT + US CORP.

State or Country Where Organized: No Place Where Organized Found

Assignee

Name: [CARTIER INTERNATIONAL N.V.](#)

State or Country Where Organized: No Place Where Organized Found

Legal Entity Type: COMPANY - US EQUIR. CORPORATION

Address: SCHARLOOWEG 33
CURACAO, NETHERLANDS ANTILLES

Correspondent

Correspondent Name: HELEN M. O'SHAUGHNESSY

Correspondent Address: 2 EAST 52 STREET
NEW YORK N.Y 10022

Domestic Representative - Not Found

Assignment 5 of 5

Conveyance: CHANGE OF NAME

Reel/Frame: [4252/0184](#)

Pages: 12

Date Recorded: Aug. 02, 2010

Supporting Documents: [assignment-tm-4252-0184.pdf](#)

Assignor

Name: [CARTIER INTERNATIONAL N.V.](#)

Execution Date: Dec. 14, 2009

Legal Entity Type: CORPORATION

State or Country Where Organized: NETHERLANDS ANTILLES

Assignee

Name: [CARTIER INTERNATIONAL A.G.](#)

State or Country Where Organized: SWITZERLAND

Legal Entity Type: CORPORATION

Address: HINTERBERGSTRASSE 22, POSTFACH 61
6312 STEINHAUSEN, SWITZERLAND

Correspondent

Correspondent Name: MILTON SPRINGUT

Correspondent Address: 488 MADISON AVENUE
19 FL
NEW YORK, NY 10022

Domestic Representative - Not Found

Proceedings

Summary

Number of Proceedings: 6

Type of Proceeding: Opposition

FILED 10/23/24 08:41 AM CASE NO. 24C2572 Joseph P. Day, Clerk

Proceeding [91235278](#)
 Number:

Filing Date: Jun 16, 2017

Status: Terminated

Status Date: Jun 16, 2017

Interlocutory Attorney: MARY CATHERINE FAINT

Defendant

Name: Ke Jianzhong

Correspondent Address: KE JIANZHONG
 LONGHUA NEW DISTRIC WEIDONGLONG TECHNOL
 SHENZHEN GUANGDONG CHINA

Correspondent e-mail: 2853277606@qq.com

Associated marks

Mark	Application Status	Serial Number	Registration Number
CARTER PAUL	Abandoned - After Inter-Partes Decision	87112498	

Plaintiff(s)

Name: Cartier International AG

Correspondent Address: JOHN P MARGIOTTA
 FROSS ZELNICK LEHRMAN & ZISSU PC
 4 TIMES SQUARE , 17TH FLOOR
 NEW YORK NY , 10036
 UNITED STATES

Correspondent e-mail: jmargiotta@fzlz.com , eweiss@fzlz.com

Associated marks

Mark	Application Status	Serial Number	Registration Number
CARTIER	REGISTERED AND RENEWED	71471851	411239
CARTIER	REGISTERED AND RENEWED	71471852	411240
CARTIER	REGISTERED AND RENEWED	71471859	411975
CARTIER	REGISTERED AND RENEWED	72146163	759201

Prosecution History

Entry Number	History Text	Date	Due Date
1	FILED AND FEE	Jun 16, 2017	
2	NOTICE AND TRIAL DATES SENT; ANSWER DUE:	Jun 27, 2017	Aug 06, 2017
3	PENDING, INSTITUTED	Jun 27, 2017	
4	NOTICE OF DEFAULT	Aug 16, 2017	
5	BD DECISION: SUSTAINED	Sep 26, 2017	
6	TERMINATED	Sep 26, 2017	
7	BD DECISION: SUSTAINED	Sep 26, 2017	

Type of Proceeding: Opposition

Proceeding [91225987](#)
 Number:

Filing Date: Jan 25, 2016

Status: Terminated

Status Date: Aug 09, 2016

Interlocutory Attorney: JENNIFER KRISP

Defendant

Name: Bersheart LLC aka BST

Correspondent Address: ROBERT C KAIN JR
 KAIN SPIELMAN PA
 900 SE THIRD AVENUE SUITE 205
 FT LAUDERDALE FL , 33316-1153
 UNITED STATES

Correspondent e-mail: rkain@complexip.com , dspielman@complexip.com , office@complexip.com

Associated marks

FILED 10/23/24 08:41 AM CASE NO. 24C2572 Joseph P. Day, Clerk

Mark	Application Status	Serial Number	Registration Number
MARTINO CARTIER	Abandoned - After Inter-Partes Decision	86373066	

Plaintiff(s)

Name: Cartier International A.G.

Correspondent Address: JOHN P MARGIOTTA
FROSS ZELNICK LEHRMAN & ZISSU PC
866 UNITED NATIONS PLAZA
NEW YORK NY , 10017
UNITED STATES

Correspondent e-mail: jmargiotta@fzlj.com , fkohn@fzlj.com , Jinsley-pruitt@fzlj.com

Associated marks

Mark	Application Status	Serial Number	Registration Number
CARTIER	REGISTERED AND RENEWED	71471862	410701
CARTIER	REGISTERED AND RENEWED	71471852	411240
CARTIER	REGISTERED AND RENEWED	71471859	411975
CARTIER	REGISTERED AND RENEWED	71471858	413802
SANTOS DE CARTIER	Expired	73573510	1418046
CARTIER	REGISTERED AND RENEWED	72328417	897537
CARTIER	REGISTERED AND RENEWED	73550486	1459285

Prosecution History

Entry Number	History Text	Date	Due Date
1	FILED AND FEE	Jan 25, 2016	
2	NOTICE AND TRIAL DATES SENT; ANSWER DUE:	Jan 25, 2016	Mar 05, 2016
3	PENDING, INSTITUTED	Jan 25, 2016	
4	D MOT TO SUSP W/ CONSENT PEND SETTLE NEGOTIATIONS	Mar 04, 2016	
5	SUSPENDED	Mar 04, 2016	
6	D MOT TO SUSP W/ CONSENT PEND SETTLE NEGOTIATIONS	May 12, 2016	
7	SUSPENDED	May 12, 2016	
8	D MOT TO SUSP W/ CONSENT PEND SETTLE NEGOTIATIONS	Jul 11, 2016	
9	SUSPENDED	Jul 11, 2016	
10	W/DRAW OF APPLICATION W/ CONSENT	Aug 04, 2016	
11	BD DECISION: DISMISSED W/O PREJ	Aug 09, 2016	
12	TERMINATED	Aug 09, 2016	

Type of Proceeding: Opposition

Proceeding Number: [91224321](#)

Filing Date: Oct 13, 2015

Status: Terminated

Status Date: Dec 03, 2015

Interlocutory Attorney: ANN LINNEHAN VOGLER

Defendant

Name: Cartier Mansion, Inc. AKA Cartier Mansion

Correspondent Address: SUE ANN SCHNITKER
CARTIER MANSION INC
409 EAST
LUDINGTON MI , 49431
UNITED STATES

Correspondent e-mail: garyandsueann@charter.net , carlos@carlosalvaradolaw.com

Associated marks

Mark	Application Status	Serial Number	Registration Number
CARTIER MANSION	Abandoned - After Inter-Partes Decision	86503160	

Plaintiff(s)

Name: Cartier International A.G.

FILED 10/2/24 08:41 AM CASE NO. 24C2572 Joseph P. Day, Clerk

Correspondent JOHN P MARGIOTTA
Address: FROSS ZELNICK LEHRMAN & ZISSU PC
 866 UNITED NATIONS PLAZA
 NEW YORK NY , 10017
 UNITED STATES

Correspondent e-mail: jmargiotta@fzlz.com , fkohn@fzlz.com

Associated marks			
Mark	Application Status	Serial Number	Registration Number
CARTIER	REGISTERED AND RENEWED	71471852	411240
CARTIER	REGISTERED AND RENEWED	71471859	411975
CARTIER	REGISTERED AND RENEWED	71471858	413802
CARTIER	REGISTERED AND RENEWED	72328417	897537
CARTIER	REGISTERED AND RENEWED	73550486	1459285

Prosecution History			
Entry Number	History Text	Date	Due Date
1	FILED AND FEE	Oct 13, 2015	
2	NOTICE AND TRIAL DATES SENT; ANSWER DUE:	Oct 13, 2015	Nov 22, 2015
3	PENDING, INSTITUTED	Oct 13, 2015	
4	W/DRAW OF APPLICATION	Nov 16, 2015	
5	BD DECISION: SUSTAINED	Dec 03, 2015	
6	TERMINATED	Dec 03, 2015	

Type of Proceeding: Opposition

Proceeding Number: [91221692](#)

Filing Date: Apr 27, 2015

Status: Terminated

Status Date: Aug 06, 2016

Interlocutory Attorney: JENNIFER KRISP

Defendant

Name: Martino Cartier Enterprises LLC

Correspondent Address: ROBERT C KAIN JR
 KAIN SPIELMAN PA
 900 SE THIRD AVENUE, SUITE 205
 FORT LAUDERDALE FL , 33316-1153
 UNITED STATES

Correspondent e-mail: rkain@complexip.com , dspielman@complexip.com , office@complexip.com

Associated marks			
Mark	Application Status	Serial Number	Registration Number
WIGS AND WISHES BY MARTINO CARTIER	Abandoned - After Inter-Partes Decision	86293170	

Plaintiff(s)

Name: Cartier International A.G.

Correspondent Address: JOHN P MARGIOTTA
 FROSS ZELNICK LEHRMAN & ZISSU PC
 866 UNITED NATIONS PLAZA
 NEW YORK NY , 10017
 UNITED STATES

Correspondent e-mail: jmargiotta@fzlz.com , jinsley-pruitt@fzlz.com

Associated marks			
Mark	Application Status	Serial Number	Registration Number
CARTIER	REGISTERED AND RENEWED	71471862	410701
CARTIER	REGISTERED AND RENEWED	71471852	411240
CARTIER	REGISTERED AND RENEWED	71471859	411975
CARTIER	REGISTERED AND RENEWED	71471858	413802

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SANTOS DE CARTIER Expired [73573510](#) [1418046](#)
 CARTIER REGISTERED AND RENEWED [73550486](#) [1459285](#)

Prosecution History			
Entry Number	History Text	Date	Due Date
1	FILED AND FEE	Apr 27, 2015	
2	NOTICE AND TRIAL DATES SENT; ANSWER DUE:	Apr 27, 2015	Jun 06, 2015
3	PENDING, INSTITUTED	Apr 27, 2015	
4	D APPEARANCE / POWER OF ATTORNEY	May 08, 2015	
5	CHANGE OF CORRESP ADDRESS	May 08, 2015	
6	D MOT TO SUSP W/ CONSENT PEND SETTL NEGOTIATIONS	Jun 05, 2015	
7	SUSPENDED	Jun 05, 2015	
8	D MOT TO SUSP W/ CONSENT PEND SETTL NEGOTIATIONS	Sep 04, 2015	
9	SUSPENDED	Sep 04, 2015	
10	NOTICE OF DEFAULT	Jan 23, 2016	
11	D RESP TO BD ORDER/INQUIRY	Feb 10, 2016	
12	SUSPENDED	Mar 23, 2016	
13	STIP TO SUSP PEND SETTL NEGOTIATIONS	May 18, 2016	
14	SUSPENDED	Jun 04, 2016	
15	D MOT TO SUSP W/ CONSENT PEND SETTL NEGOTIATIONS	Jul 18, 2016	
16	SUSPENDED	Jul 21, 2016	
17	W/DRAW OF APPLICATION	Aug 04, 2016	
18	BD DECISION: SUSTAINED	Aug 06, 2016	
19	TERMINATED	Aug 06, 2016	

Type of Proceeding: Opposition

Proceeding Number: [91221424](#) **Filing Date:** Apr 08, 2015
Status: Terminated **Status Date:** Nov 18, 2015
Interlocutory Attorney: JENNIFER KRISP

Defendant

Name: Brandon Hover
Correspondent Address: SCOTT M LOWRY
 LOWRY BLIXSETH LLP
 23632 CALABASES RD STE 201
 CALABASAS CA , 91302
 UNITED STATES
Correspondent e-mail: scott@lawlb.com

Associated marks

Mark	Application Status	Serial Number	Registration Number
PARTIER	Abandoned - After Inter-Partes Decision	86303540	

Plaintiff(s)

Name: Cartier International A.G.
Correspondent Address: JOHN P MARGIOTTA
 FROSS ZELNICK LEHRMAN & ZISSU PC
 866 UNITED NATIONS PLAZA
 NEW YORK NY , 10017
 UNITED STATES
Correspondent e-mail: jmargiotta@fzlz.com , eweiss@fzlz.com

Associated marks

Mark	Application Status	Serial Number	Registration Number
CARTIER	REGISTERED AND RENEWED	71471852	411240
CARTIER	REGISTERED AND RENEWED	71471858	413802
CARTIER	REGISTERED AND RENEWED	73550486	1459285

FILED 10/2/24 08:41 AM CASE NO. 24C2552 Joseph P. Day, Clerk

SANTOS DE CARTIER	SECTION 71 ACCEPTED	79028689	3436191
LA DOÑA DE CARTIER	CANCELLED - SECTION 71	79041045	3731504
CARTIER	SECTION 71 ACCEPTED	79065229	3832004

Prosecution History			
Entry Number	History Text	Date	Due Date
1	FILED AND FEE	Apr 08, 2015	
2	NOTICE AND TRIAL DATES SENT; ANSWER DUE:	Apr 08, 2015	May 18, 2015
3	PENDING, INSTITUTED	Apr 08, 2015	
4	STIP TO SUSP PEND SETTL NEGOTIATIONS	Apr 13, 2015	
5	SUSPENDED	Apr 13, 2015	
6	STIP TO SUSP PEND SETTL NEGOTIATIONS	Jul 17, 2015	
7	SUSPENDED	Jul 17, 2015	
8	P MOT TO SUSP W/ CONSENT PEND SETTL NEGOTIATIONS	Sep 15, 2015	
9	SUSPENDED	Sep 15, 2015	
10	D APPEARANCE / POWER OF ATTORNEY	Nov 04, 2015	
11	W/DRAW OF APPLICATION	Nov 04, 2015	
12	BD DECISION: DISMISSED W/O PREJ	Nov 18, 2015	
13	TERMINATED	Nov 18, 2015	

Type of Proceeding: Opposition

Proceeding Number: 91216647	Filing Date: Jun 02, 2014
Status: Terminated	Status Date: Mar 06, 2017
Interlocutory Attorney: ELIZABETH WINTER	

Defendant

Name: Babak Ebrahimzadeh

Correspondent Address: RALPH N GABOURY
COX PADMORE SKOLNIK & SHAKARCHY LLP
630 3RD AVE FL 19
NEW YORK NY , 10017-6735
UNITED STATES

Correspondent e-mail: gaboury@cpslaw.com , shakarchy@cpslaw.com

Associated marks

Mark	Application Status	Serial Number	Registration Number
MARTIER	Abandoned - No Statement Of Use Filed	85834486	

Plaintiff(s)

Name: Cartier International A.G.

Correspondent Address: JOHN P MARGIOTTA
FROSS ZELNICK LEHRMAN & ZISSU PC
866 UNITED NATIONS PLAZA
NEW YORK NY , 10017
UNITED STATES

Correspondent e-mail: jm@fzlz.com , eweiss@fzlz.com , mortiz@fzlz.com , jmargiottar@frosszelnick.com

Associated marks

Mark	Application Status	Serial Number	Registration Number
CARTIER	REGISTERED AND RENEWED	71471852	411240
CARTIER	REGISTERED AND RENEWED	71471859	411975
CARTIER	REGISTERED AND RENEWED	71471858	413802
CARTIER	REGISTERED AND RENEWED	72328417	897537
CARTIER	REGISTERED AND RENEWED	73550486	1459285

Prosecution History

Entry Number	History Text	Date	Due Date
1	FILED AND FEE	Jun 02, 2014	

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2	NOTICE AND TRIAL DATES SENT; ANSWER DUE:	Jun 02, 2014	Jul 12, 2014
3	PENDING, INSTITUTED	Jun 02, 2014	
4	ANSWER	Jul 11, 2014	
5	P MOT TO SUSP W/ CONSENT PEND SETTL NEGOTIATIONS	Aug 11, 2014	
6	SUSPENDED	Aug 11, 2014	
7	P MOT TO SUSP W/ CONSENT PEND SETTL NEGOTIATIONS	Dec 24, 2014	
8	SUSPENDED	Dec 24, 2014	
9	P MOT FOR EXT W/ CONSENT	Jul 09, 2015	
10	EXTENSION OF TIME GRANTED	Jul 09, 2015	
11	P MOT FOR EXT W/ CONSENT	Oct 14, 2015	
12	EXTENSION OF TIME GRANTED	Oct 14, 2015	
13	P MOT FOR EXT W/ CONSENT	Jan 25, 2016	
14	EXTENSION OF TIME GRANTED	Jan 25, 2016	
15	P MOT FOR EXT W/ CONSENT	Apr 22, 2016	
16	EXTENSION OF TIME GRANTED	Apr 26, 2016	
17	P MOT FOR EXT W/ CONSENT	Jul 26, 2016	
18	EXTENSION OF TIME GRANTED	Jul 27, 2016	
19	P MOT FOR EXT W/ CONSENT	Oct 31, 2016	
20	EXTENSION OF TIME GRANTED	Nov 01, 2016	
21	MOT TO AMEND APPLICATION	Jan 26, 2017	
22	BD DECISION: DISMISSED W/O PREJ	Mar 06, 2017	
23	TERMINATED	Mar 06, 2017	

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Mark: CARTIER



US Serial Number: 85345798

Application Filing Date: Jun. 14, 2011

US Registration Number: 4178047

Registration Date: Jul. 24, 2012

Register: Principal

Mark Type: Trademark

Status: A Sections 8 and 15 combined declaration has been accepted and acknowledged.

Status Date: May 11, 2018

Publication Date: May 08, 2012

Mark Information

Mark Literal Elements: CARTIER

Standard Character Claim: No

Mark Drawing Type: 5 - AN ILLUSTRATION DRAWING WITH WORD(S) /LETTER(S)/ NUMBER(S) INSTYLIZED FORM

Description of Mark: The mark consists of the stylized word "CARTIER".

Color(s) Claimed: Color is not claimed as a feature of the mark.

Acquired Distinctiveness Claim: In whole

Related Properties Information

Claimed Ownership of US Registrations: 0411239, 0411240, 0411975 and others

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis (..) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Jewelry and watches

International Class(es): 014 - Primary Class

U.S Class(es): 002, 027, 028, 050

Class Status: ACTIVE

Basis: 1(a)

First Use: 1999

Use in Commerce: 1999

Basis Information (Case Level)

Filed Use: Yes

Currently Use: Yes

Amended Use: No

Filed ITU: No

Currently ITU: No

Amended ITU: No

Filed 44D: No

Currently 44D: No

Amended 44D: No

Filed 44E: No

Currently 44E: No

Amended 44E: No

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Filed 66A: No

Currently 66A: No

Filed No Basis: No

Currently No Basis: No

Current Owner(s) Information

Owner Name: Cartier International A.G.

Owner Address: Hinterbergstrasse 22, Postfach 61
6312 Steinhausen
SWITZERLAND

Legal Entity Type: CORPORATION

State or Country Where Organized: SWITZERLAND

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Lawrence E. Apolzon

Docket Number: CART 1102760

Attorney Primary Email Address: lapolzon@fzlz.com

Attorney Email Authorized: Yes

Correspondent

Correspondent Name/Address: Lawrence E. Apolzon
Fross Zelnick Lehrman & Zissu, P.C.
4 TIMES SQUARE, 17TH FLOOR
New York, NEW YORK 10036
UNITED STATES

Phone: 212-813-5900

Correspondent e-mail: lapolzon@fzlz.com

Correspondent e-mail Authorized: Yes

Domestic Representative

Domestic Representative Name: Fross Zelnick Lehrman & Zissu, P.C.

Prosecution History

Date	Description	Proceeding Number
Sep. 21, 2018	NOTICE OF SUIT	
Jun. 29, 2018	NOTICE OF SUIT	
May 11, 2018	NOTICE OF ACCEPTANCE OF SEC. 8 & 15 - E-MAILED	
May 11, 2018	REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK.	76873
May 09, 2018	CASE ASSIGNED TO POST REGISTRATION PARALEGAL	76873
Apr. 27, 2018	TEAS SECTION 8 & 15 RECEIVED	
Feb. 23, 2018	NOTICE OF SUIT	
Jan. 03, 2018	NOTICE OF SUIT	
Jun. 07, 2017	NOTICE OF SUIT	
Jun. 07, 2017	NOTICE OF SUIT	
Apr. 05, 2017	REVIEW OF CORRESPONDENCE COMPLETE - ADDRESS UPDATED	88889
Jan. 31, 2017	CORRESPONDENCE RECEIVED IN LAW OFFICE	
May 18, 2015	NOTICE OF SUIT	
Dec. 31, 2014	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Dec. 31, 2014	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	
Jul. 24, 2012	REGISTERED-PRINCIPAL REGISTER	
May 08, 2012	PUBLISHED FOR OPPOSITION	
Apr. 18, 2012	NOTICE OF PUBLICATION	
Mar. 30, 2012	LAW OFFICE PUBLICATION REVIEW COMPLETED	70138
Mar. 30, 2012	APPROVED FOR PUB - PRINCIPAL REGISTER	
Mar. 28, 2012	TEAS/EMAIL CORRESPONDENCE ENTERED	70138
Mar. 28, 2012	CORRESPONDENCE RECEIVED IN LAW OFFICE	70138
Mar. 20, 2012	ASSIGNED TO LIE	70138

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Mar. 06, 2012	TEAS RESPONSE TO OFFICE ACTION RECEIVED	
Oct. 03, 2011	NON-FINAL ACTION MAILED	
Oct. 03, 2011	NON-FINAL ACTION WRITTEN	81853
Sep. 26, 2011	ASSIGNED TO EXAMINER	81853
Jun. 18, 2011	NOTICE OF PSEUDO MARK MAILED	
Jun. 17, 2011	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM	
Jun. 17, 2011	NEW APPLICATION ENTERED IN TRAM	

Maintenance Filings or Post Registration Information

Affidavit of Continued Use: Section 8 - Accepted

Affidavit of Incontestability: Section 15 - Accepted

TM Staff and Location Information

TM Staff Information - None
File Location

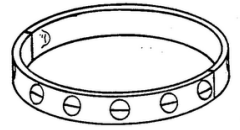
Current Location: TMO LAW OFFICE 116

Date in Location: May 11, 2018

EXHIBIT E

Generated on: This page was generated by TSDR on 2019-05-03 10:02:01 EDT

Mark:



US Serial Number: 73495582

Application Filing Date: Aug. 20, 1984

US Registration Number: 1372423

Registration Date: Nov. 26, 1985

Register: Principal

Mark Type: Trademark

Status: The registration has been renewed.

Status Date: Oct. 08, 2015

Publication Date: Sep. 17, 1985

Mark Information

Mark Literal Elements: None

Standard Character Claim: No

Mark Drawing Type: 2 - AN ILLUSTRATION DRAWING WITHOUT ANY WORDS(S)/ LETTER(S)/NUMBER(S)

Description of Mark: THE MARK CONSISTS OF THE OVERALL CONFIGURATION OF A BRACELET HAVING A SERIES OF SIMULATED SCREWS WHICH ENCIRCLE THE GOODS AND TWO REAL SCREWS WHICH APPEAR AT THE POINTS ON THE BRACELET WHERE IT MAY BE OPENED.

Acquired Distinctiveness Claim: In whole

Design Search Code(s): 17.03.02 - Bracelets; Chains, jewelry; Tags, identification (metal); Dog tags (military identification); Necklaces; Chokers (jewelry)

Related Properties Information

Claimed Ownership of US Registrations: 1078675

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((...)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *...* identify additional (new) wording in the goods/services.

For: BRACELETS

International Class(es): 014 - Primary Class

U.S Class(es): 028

Class Status: ACTIVE

Basis: 1(a)

First Use: May 1970

Use in Commerce: May 1970

Basis Information (Case Level)

Filed Use: Yes

Currently Use: Yes

Amended Use: No

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Filed ITU: No	Currently ITU: No	Amended ITU: No
Filed 44D: No	Currently 44D: No	Amended 44D: No
Filed 44E: No	Currently 44E: No	Amended 44E: No
Filed 66A: No	Currently 66A: No	
Filed No Basis: No	Currently No Basis: No	

Current Owner(s) Information

Owner Name: CARTIER INTERNATIONAL A.G.
Owner Address: HINTERBERGSTRASSE 22, POSTFACH 61
 6312 STEINHAUSEN
 SWITZERLAND
Legal Entity Type: CORPORATION **State or Country Where Organized:** SWITZERLAND

Attorney/Correspondence Information

Attorney of Record

Attorney Name: LAWRENCE E. APOLZON
Attorney Primary Email Address: Apolzon-Docket@fzlz.com **Attorney Email Authorized:** Yes

Correspondent

Correspondent Name/Address: LAWRENCE E. APOLZON
 Fross Zelnick Lehrman & Zissu, P.C.
 4 TIMES SQUARE, 17TH FLOOR
 New York, NEW YORK 10036
 UNITED STATES
Phone: 212-813-5900
Correspondent e-mail: Apolzon-Docket@fzlz.com **Correspondent e-mail Authorized:** Yes

Domestic Representative

Domestic Representative Name: Fross Zelnick Lehrman & Zissu, P.C. **Phone:** 212-813-5900

Prosecution History

Date	Description	Proceeding Number
Feb. 26, 2019	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Feb. 26, 2019	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	
Jan. 24, 2019	NOTICE OF SUIT	
Nov. 01, 2018	NOTICE OF SUIT	
Oct. 16, 2018	NOTICE OF SUIT	
Oct. 11, 2018	NOTICE OF SUIT	
Sep. 21, 2018	NOTICE OF SUIT	
Jun. 29, 2018	NOTICE OF SUIT	
Mar. 28, 2018	NOTICE OF SUIT	
Feb. 23, 2018	NOTICE OF SUIT	
Jan. 03, 2018	NOTICE OF SUIT	
Jul. 19, 2017	NOTICE OF SUIT	
Jul. 19, 2017	NOTICE OF SUIT	
Jun. 07, 2017	NOTICE OF SUIT	
Jun. 07, 2017	NOTICE OF SUIT	
Apr. 05, 2017	REVIEW OF CORRESPONDENCE COMPLETE - ADDRESS UPDATED	88889
Jan. 31, 2017	CORRESPONDENCE RECEIVED IN LAW OFFICE	
Mar. 15, 2017	NOTICE OF SUIT	
Mar. 15, 2017	NOTICE OF SUIT	
Dec. 29, 2016	NOTICE OF SUIT	

EFILED 10/23/24 08:41 AM CASE NO. 24C2572 Joseph P. Day, Clerk

Dec. 29, 2016	NOTICE OF SUIT	
Dec. 13, 2016	NOTICE OF SUIT	
Dec. 13, 2016	NOTICE OF SUIT	
Oct. 08, 2015	NOTICE OF ACCEPTANCE OF SEC. 8 & 9 - MAILED	
Oct. 08, 2015	REGISTERED AND RENEWED (SECOND RENEWAL - 10 YRS)	71378
Oct. 08, 2015	REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED	71378
Oct. 07, 2015	TEAS SECTION 8 & 9 RECEIVED	
Jan. 06, 2015	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Jan. 06, 2015	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	
Aug. 04, 2010	AUTOMATIC UPDATE OF ASSIGNMENT OF OWNERSHIP	
Aug. 04, 2008	NOTICE OF SUIT	
May 20, 2008	NOTICE OF SUIT	
Oct. 04, 2006	ASSIGNMENT OF OWNERSHIP NOT UPDATED AUTOMATICALLY	
Jun. 07, 2005	REGISTERED AND RENEWED (FIRST RENEWAL - 10 YRS)	
Jun. 07, 2005	REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED	
Jun. 07, 2005	ASSIGNED TO PARALEGAL	71378
Apr. 26, 2005	REGISTERED - COMBINED SECTION 8 (10-YR) & SEC. 9 FILED	
Apr. 26, 2005	PAPER RECEIVED	
Sep. 29, 2003	PAPER RECEIVED	
May 06, 1991	REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK.	
Jan. 22, 1991	REGISTERED - SEC. 8 (6-YR) & SEC. 15 FILED	
Nov. 26, 1985	REGISTERED-PRINCIPAL REGISTER	
Sep. 17, 1985	PUBLISHED FOR OPPOSITION	
Aug. 18, 1985	NOTICE OF PUBLICATION	
Jul. 26, 1985	APPROVED FOR PUB - PRINCIPAL REGISTER	
Jul. 26, 1985	EXAMINERS AMENDMENT MAILED	
Jul. 23, 1985	PUBLISHED FOR OPPOSITION	
Jun. 24, 1985	NOTICE OF PUBLICATION	
Jul. 25, 1985	ALLOWANCE/COUNT WITHDRAWN	
Apr. 29, 1985	CORRESPONDENCE RECEIVED IN LAW OFFICE	
Apr. 29, 1985	NON-FINAL ACTION MAILED	
Mar. 28, 1985	ASSIGNED TO EXAMINER	
Feb. 22, 1985	CORRESPONDENCE RECEIVED IN LAW OFFICE	
Jan. 16, 1985	NON-FINAL ACTION MAILED	
Dec. 10, 1984	ASSIGNED TO EXAMINER	

Maintenance Filings or Post Registration Information

Affidavit of Continued Use: Section 8 - Accepted

Affidavit of Incontestability: Section 15 - Accepted

Renewal Date: Nov. 26, 2015

TM Staff and Location Information

TM Staff Information - None
File Location

Current Location: GENERIC WEB UPDATE **Date in Location:** Oct. 08, 2015

Assignment Abstract Of Title Information

Summary

Total Assignments: 4 **Registrant:** CARTIER, INCORPORATED

Assignment 1 of 4

Conveyance: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

FILED 10/23/24 08:41 AM CASE NO 24C2572 Joseph P. Day, Clerk

Reel/Frame: [0827/0110](#)

Pages: 7

Date Recorded: Oct. 02, 1991

Supporting Documents: No Supporting Documents Available

Assignor

Name: [CARTIER, INCORPORATED](#)

Execution Date: Apr. 24, 1991

Legal Entity Type: CORPORATION

State or Country Where Organized: DELAWARE

Assignee

Name: [CARTIER INTERNATIONAL, INC.](#)

State or Country Where Organized: DELAWARE

Legal Entity Type: CORPORATION

Address: 2 EAST 52ND STREET
NEW YORK, NEW YORK

Correspondent

Correspondent Name: KATHRYN JENNISON SHULTZ

Correspondent Address: ELLSWORTH M. JENNISON
CRYSTAL PLAZA #1-SUITE 704
2001 JEFFERSON DAVIS HIGHWAY
ARLINGTON, VA 22202

Domestic Representative - Not Found

Assignment 2 of 4

Conveyance: ASSIGNS THE ENTIRE RIGHT, TITLE AND INTEREST; EFFECTIVE JANUARY 1, 1990.

Reel/Frame: [0827/0117](#)

Pages: 7

Date Recorded: Oct. 02, 1991

Supporting Documents: No Supporting Documents Available

Assignor

Name: [CARTIER INTERNATIONAL, INC.](#)

Execution Date: Apr. 25, 1991

Legal Entity Type: CORPORATION

State or Country Where Organized: DELAWARE

Assignee

Name: [CARTIER INTERNATIONAL, B.V.](#)

State or Country Where Organized: NETHERLANDS

Legal Entity Type: CORPORATION

Address: HERENGRACHT 436
AMSTERDAM-C, NETHERLANDS

Correspondent

Correspondent Name: KATHRYN JENNISON SHULTZ

Correspondent Address: ELLSWORTH M. JENNISON
CRYSTAL PLAZA #1-SUITE 704
2001 JEFFERSON DAVIS HIGHWAY
ARLINGTON, VA 22202

Domestic Representative - Not Found

Assignment 3 of 4

Conveyance: ASSIGNS THE ENTIRE INTEREST

Reel/Frame: [3400/0443](#)

Pages: 23

Date Recorded: Sep. 11, 2006

Supporting Documents: [assignment-tm-3400-0443.pdf](#)

Assignor

Name: [CARTIER INTERNATIONAL B.V.](#)

Execution Date: Oct. 31, 2005

Legal Entity Type: COMPANY-EQUIVALENT + US CORP.

State or Country Where Organized: No Place Where Organized Found

FILED 10/23/24 08:41 AM CASE NO. 24C2572 Joseph P. Day, Clerk

Assignee

Name: [CARTIER INTERNATIONAL N.V.](#)
Legal Entity Type: COMPANY - US EQUIR. CORPORATION **State or Country Where Organized:** No Place Where Organized Found
Address: SCHARLOOWEG 33
CURACAO, NETHERLANDS ANTILLES

Correspondent

Correspondent Name: HELEN M. O'SHAUGHNESSY
Correspondent Address: 2 EAST 52 STREET
NEW YORK N.Y 10022

Domestic Representative - Not Found

Assignment 4 of 4

Conveyance: CHANGE OF NAME
Reel/Frame: [4252/0184](#) **Pages:** 12
Date Recorded: Aug. 02, 2010
Supporting Documents: [assignment-tm-4252-0184.pdf](#)

Assignor

Name: [CARTIER INTERNATIONAL N.V.](#) **Execution Date:** Dec. 14, 2009
Legal Entity Type: CORPORATION **State or Country Where Organized:** NETHERLANDS ANTILLES

Assignee

Name: [CARTIER INTERNATIONAL A.G.](#)
Legal Entity Type: CORPORATION **State or Country Where Organized:** SWITZERLAND
Address: HINTERBERGSTRASSE 22, POSTFACH 61
6312 STEINHAUSEN, SWITZERLAND

Correspondent

Correspondent Name: MILTON SPRINGUT
Correspondent Address: 488 MADISON AVENUE
19 FL
NEW YORK, NY 10022

Domestic Representative - Not Found

Proceedings

Summary

Number of Proceedings: 1

Type of Proceeding: Opposition

Proceeding Number: [91223983](#) **Filing Date:** Sep 23, 2015
Status: Terminated **Status Date:** Oct 14, 2016
Interlocutory Attorney: GEOFFREY MCNUTT

Defendant

Name: Unifying Equation, LLC
Correspondent Address: STEPHEN R RISLEY
SMITH RISLEY TEMPL SANTOS LLC
TWO RAVINIA DRIVE SUITE 700
ATLANTA GA , 30346
UNITED STATES
Correspondent e-mail: rdulaney@srtslaw.com , atashakur@srtslaw.com

EFILED 10/23/24 08:41 AM CASE NO. 24C2572 Joseph P. Day, Clerk

Associated marks			
Mark	Application Status	Serial Number	Registration Number

Abandoned - After Inter-Partes Decision

[86473275](#)

Plaintiff(s)

Name: Cartier International A.G.

Correspondent Address: JOHN P MARGIOTTA
 FROSS ZELNICK LEHRMAN & ZISSU PC
 866 UNITED NATIONS PLAZA
 NEW YORK NY , 10017
 UNITED STATES

Correspondent e-mail: jmargiotta@fzlz.com , eweiss@fzlz.com

Associated marks			
Mark	Application Status	Serial Number	Registration Number

REGISTERED AND RENEWED

[73495582](#)

[1372423](#)

REGISTERED AND RENEWED

[78759047](#)

[3162410](#)

Section 8 and 15 - Accepted and Acknowledged

[77587644](#)

[3776794](#)

Prosecution History

Entry Number	History Text	Date	Due Date
1	FILED AND FEE	Sep 23, 2015	
2	NOTICE AND TRIAL DATES SENT; ANSWER DUE:	Sep 23, 2015	Nov 02, 2015
3	PENDING, INSTITUTED	Sep 23, 2015	
4	D APPEARANCE / POWER OF ATTORNEY	Oct 30, 2015	
5	D CHANGE OF CORRESP ADDRESS	Oct 30, 2015	
6	D MOT FOR EXT W/ CONSENT	Oct 30, 2015	
7	EXTENSION OF TIME GRANTED	Oct 30, 2015	
8	D MOT FOR EXT W/ CONSENT	Dec 30, 2015	
9	EXTENSION OF TIME GRANTED	Dec 30, 2015	
10	D MOT FOR EXT W/ CONSENT	Jan 29, 2016	
11	EXTENSION OF TIME GRANTED	Jan 29, 2016	
12	D MOT TO SUSP W/ CONSENT PEND SETTLE NEGOTIATIONS	Mar 29, 2016	
13	SUSPENDED	Mar 29, 2016	
14	NOTICE OF DEFAULT	Aug 22, 2016	
15	BD DECISION: SUSTAINED	Oct 14, 2016	
16	TERMINATED	Oct 14, 2016	

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Mark:



US Serial Number: 78759047 **Application Filing Date:** Nov. 22, 2005
US Registration Number: 3162410 **Registration Date:** Oct. 24, 2006
Register: Principal
Mark Type: Trademark
Status: The registration has been renewed.
Status Date: Dec. 31, 2016
Publication Date: Aug. 08, 2006

Mark Information

Mark Literal Elements: None
Standard Character Claim: No
Mark Drawing Type: 2 - AN ILLUSTRATION DRAWING WITHOUT ANY WORDS(S)/ LETTER(S)/NUMBER(S)
Description of Mark: The mark consists of a configuration of a simulated head of a screw that is embedded in the goods.
Color(s) Claimed: Color is not claimed as a feature of the mark.
Acquired Distinctiveness Claim: In whole
Design Search Code(s): 26.01.02 - Circles, plain single line; Plain single line circles
 26.01.12 - Circles with bars, bands and lines

Goods and Services

Note:
 The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((..)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *.* identify additional (new) wording in the goods/services.

For: Jewelry, namely, bracelets, watches, rings, charms, earrings [, dog tag type pendants; cuff links; belt buckles made of precious metal]

International Class(es): 014 - Primary Class

U.S Class(es): 002, 027, 028, 050

Class Status: ACTIVE

Basis: 1(a)

First Use: Dec. 31, 1970

Use in Commerce: Dec. 31, 1970

Basis Information (Case Level)

Filed Use: Yes

Currently Use: Yes

Amended Use: No

EFILED 10/23/24 08:41 AM CASE NO. 24C2572 Joseph P. Day, Clerk

Filed ITU: No	Currently ITU: No	Amended ITU: No
Filed 44D: No	Currently 44D: No	Amended 44D: No
Filed 44E: No	Currently 44E: No	Amended 44E: No
Filed 66A: No	Currently 66A: No	
Filed No Basis: No	Currently No Basis: No	

Current Owner(s) Information

Owner Name: CARTIER INTERNATIONAL A.G.
Owner Address: HINTERBERGSTRASSE 22, POSTFACH 61
 6312 STEINHAUSEN
 SWITZERLAND
Legal Entity Type: CORPORATION **State or Country Where Organized:** SWITZERLAND

Attorney/Correspondence Information

Attorney of Record

Attorney Name: LAWRENCE E. APOLZON
Attorney Primary Email Address: Apolzon-Docket@fzlz.com **Attorney Email Authorized:** Yes

Correspondent

Correspondent Name/Address: LAWRENCE E. APOLZON
 Fross Zelnick Lehrman & Zissu, P.C.
 4 TIMES SQUARE, 17TH FLOOR
 New York, NEW YORK 10036
 UNITED STATES
Phone: 212-813-5900
Correspondent e-mail: Apolzon-Docket@fzlz.com **Correspondent e-mail Authorized:** Yes

Domestic Representative

Domestic Representative Name: Fross Zelnick Lehrman & Zissu, P.C. **Phone:** 212-813-5900

Prosecution History

Date	Description	Proceeding Number
Feb. 26, 2019	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Feb. 26, 2019	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	
Jan. 24, 2019	NOTICE OF SUIT	
Oct. 16, 2018	NOTICE OF SUIT	
Oct. 11, 2018	NOTICE OF SUIT	
Sep. 21, 2018	NOTICE OF SUIT	
Jun. 29, 2018	NOTICE OF SUIT	
Mar. 28, 2018	NOTICE OF SUIT	
Feb. 23, 2018	NOTICE OF SUIT	
Jan. 03, 2018	NOTICE OF SUIT	
Jun. 07, 2017	NOTICE OF SUIT	
Jun. 07, 2017	NOTICE OF SUIT	
Apr. 05, 2017	REVIEW OF CORRESPONDENCE COMPLETE - ADDRESS UPDATED	88889
Jan. 31, 2017	CORRESPONDENCE RECEIVED IN LAW OFFICE	
Mar. 15, 2017	NOTICE OF SUIT	
Mar. 15, 2017	NOTICE OF SUIT	
Dec. 31, 2016	NOTICE OF ACCEPTANCE OF SEC. 8 & 9 - MAILED	
Dec. 31, 2016	REGISTERED AND RENEWED (FIRST RENEWAL - 10 YRS)	74886
Dec. 31, 2016	REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED	74886

EFILED 10/23/24 08:41 AM CASE NO. 24C2572 Joseph P. Day, Clerk

Dec. 31, 2016	CASE ASSIGNED TO POST REGISTRATION PARALEGAL	74886
Dec. 29, 2016	NOTICE OF SUIT	
Dec. 29, 2016	NOTICE OF SUIT	
Dec. 13, 2016	NOTICE OF SUIT	
Dec. 13, 2016	NOTICE OF SUIT	
Oct. 20, 2016	TEAS SECTION 8 & 9 RECEIVED	
Jan. 06, 2015	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Jan. 06, 2015	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	
May 14, 2012	NOTICE OF ACCEPTANCE OF SEC. 8 & 15 - MAILED	
May 14, 2012	REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK.	70619
May 14, 2012	CASE ASSIGNED TO POST REGISTRATION PARALEGAL	70619
May 01, 2012	TEAS SECTION 8 & 15 RECEIVED	
Aug. 04, 2010	AUTOMATIC UPDATE OF ASSIGNMENT OF OWNERSHIP	
Mar. 31, 2009	NOTICE OF SUIT	
Oct. 24, 2006	REGISTERED-PRINCIPAL REGISTER	
Aug. 08, 2006	PUBLISHED FOR OPPOSITION	
Jul. 19, 2006	NOTICE OF PUBLICATION	
Jun. 21, 2006	LAW OFFICE PUBLICATION REVIEW COMPLETED	78145
Jun. 09, 2006	ASSIGNED TO LIE	78145
Jun. 05, 2006	APPROVED FOR PUB - PRINCIPAL REGISTER	
May 27, 2006	ASSIGNED TO EXAMINER	69222
May 08, 2006	APPLICANT/CORRESPONDENCE CHANGES (NON-RESPONSIVE) ENTERED	88888
May 08, 2006	TEAS CHANGE OF OWNER ADDRESS RECEIVED	
Apr. 20, 2006	NOTICE OF DESIGN SEARCH CODE MAILED	
Jan. 09, 2006	APPLICANT AMENDMENT PRIOR TO EXAMINATION - ENTERED	67215
Jan. 09, 2006	TEAS VOLUNTARY AMENDMENT RECEIVED	
Nov. 29, 2005	NEW APPLICATION ENTERED IN TRAM	

Maintenance Filings or Post Registration Information

Affidavit of Continued Use: Section 8 - Accepted
Affidavit of Incontestability: Section 15 - Accepted
Renewal Date: Oct. 24, 2016

TM Staff and Location Information

TM Staff Information - None
 File Location

Current Location: GENERIC WEB UPDATE **Date in Location:** Dec. 31, 2016

Assignment Abstract Of Title Information

Summary

Total Assignments: 1 **Registrant:** Cartier International N.V.

Assignment 1 of 1

Conveyance: CHANGE OF NAME
Reel/Frame: [4252/0184](#) **Pages:** 12
Date Recorded: Aug. 02, 2010
Supporting Documents: [assignment-tm-4252-0184.pdf](#)

Assignor

Name: [CARTIER INTERNATIONAL N.V.](#) **Execution Date:** Dec. 14, 2009
Legal Entity Type: CORPORATION **State or Country Where Organized:** NETHERLANDS ANTILLES

EFILED 10/23/24 08:41 AM CASE NO. 24C2572 Joseph P. Day, Clerk

Assignee

Name: [CARTIER INTERNATIONAL A.G.](#)
Legal Entity Type: CORPORATION **State or Country Where Organized:** SWITZERLAND
Address: HINTERBERGSTRASSE 22, POSTFACH 61
 6312 STEINHAUSEN, SWITZERLAND

Correspondent

Correspondent Name: MILTON SPRINGUT
Correspondent Address: 488 MADISON AVENUE
 19 FL
 NEW YORK, NY 10022

Domestic Representative - Not Found

Proceedings

Summary

Number of Proceedings: 1

Type of Proceeding: Opposition

Proceeding Number: [91223983](#) **Filing Date:** Sep 23, 2015
Status: Terminated **Status Date:** Oct 14, 2016
Interlocutory Attorney: GEOFFREY MCNUTT

Defendant

Name: Unifying Equation, LLC
Correspondent Address: STEPHEN R RISLEY
 SMITH RISLEY TEMPL SANTOS LLC
 TWO RAVINIA DRIVE SUITE 700
 ATLANTA GA , 30346
 UNITED STATES
Correspondent e-mail: rdulaney@srtslaw.com , atashakur@srtslaw.com

Associated marks

Mark	Application Status	Serial Number	Registration Number
	Abandoned - After Inter-Partes Decision	86473275	

Plaintiff(s)

Name: Cartier International A.G.
Correspondent Address: JOHN P MARGIOTTA
 FROSS ZELNICK LEHRMAN & ZISSU PC
 866 UNITED NATIONS PLAZA
 NEW YORK NY , 10017
 UNITED STATES
Correspondent e-mail: jmargiotta@fzlz.com , eweiss@fzlz.com

Associated marks

Mark	Application Status	Serial Number	Registration Number
	REGISTERED AND RENEWED	73495582	1372423
	REGISTERED AND RENEWED	78759047	3162410
	Section 8 and 15 - Accepted and Acknowledged	77587644	3776794

Prosecution History

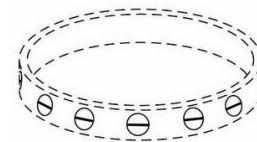
Entry Number	History Text	Date	Due Date
1	FILED AND FEE	Sep 23, 2015	
2	NOTICE AND TRIAL DATES SENT; ANSWER DUE:	Sep 23, 2015	Nov 02, 2015
3	PENDING, INSTITUTED	Sep 23, 2015	

EFILED 10/23/24 08:41 AM CASE NO. 24C2572 Joseph P. Day, Clerk

4	D APPEARANCE / POWER OF ATTORNEY	Oct 30, 2015
5	D CHANGE OF CORRESP ADDRESS	Oct 30, 2015
6	D MOT FOR EXT W/ CONSENT	Oct 30, 2015
7	EXTENSION OF TIME GRANTED	Oct 30, 2015
8	D MOT FOR EXT W/ CONSENT	Dec 30, 2015
9	EXTENSION OF TIME GRANTED	Dec 30, 2015
10	D MOT FOR EXT W/ CONSENT	Jan 29, 2016
11	EXTENSION OF TIME GRANTED	Jan 29, 2016
12	D MOT TO SUSP W/ CONSENT PEND SETTL NEGOTIATIONS	Mar 29, 2016
13	SUSPENDED	Mar 29, 2016
14	NOTICE OF DEFAULT	Aug 22, 2016
15	BD DECISION: SUSTAINED	Oct 14, 2016
16	TERMINATED	Oct 14, 2016

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Mark:



US Serial Number: 77587644

Application Filing Date: Oct. 07, 2008

US Registration Number: 3776794

Registration Date: Apr. 20, 2010

Register: Principal

Mark Type: Trademark

Status: A Sections 8 and 15 combined declaration has been accepted and acknowledged.

Status Date: Jul. 13, 2016

Publication Date: Feb. 02, 2010

Mark Information

Mark Literal Elements: None

Standard Character Claim: No

Mark Drawing Type: 2 - AN ILLUSTRATION DRAWING WITHOUT ANY WORDS(S)/ LETTER(S)/NUMBER(S)

Description of Mark: The mark consists of a jewelry item with a series of simulated heads of screws embedded around the outside perimeter. The matter shown by the dotted lines is not a part of the mark and serves only to show the position of the mark.

Color(s) Claimed: Color is not claimed as a feature of the mark.

Acquired Distinctiveness Claim: In whole

Design Search Code(s): 14.03.02 - Bolts; Fasteners, bolts; Fasteners, nails; Fasteners, screws; Thumbtacks; Nuts (hardware); Rivets; Screws; Tacks, thumb; Nails (hardware)
 17.03.02 - Bracelets; Chains, jewelry; Tags, identification (metal); Necklaces; Dog tags (military identification); Chokers (jewelry)
 17.03.25 - Brooches; Cuff-links; Pins, jewelry; Necktie clasps and fasteners; Locket; Earrings; Tie tacks

Related Properties Information

Claimed Ownership of US Registrations: 1078675, 1372423, 3162410

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((.)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Jewelry, namely, rings, bracelets, charms, earrings, made of precious metals

International Class(es): 014 - Primary Class

U.S Class(es): 002, 027, 028, 050

Class Status: ACTIVE

Basis: 1(a)

First Use: Dec. 31, 1970

Use in Commerce: Dec. 31, 1970

Basis Information (Case Level)

EFILED 10/23/24 08:41 AM CASE NO. 24C2572 Joseph P. Day, Clerk

Filed Use: Yes	Currently Use: Yes	Amended Use: No
Filed ITU: No	Currently ITU: No	Amended ITU: No
Filed 44D: No	Currently 44D: No	Amended 44D: No
Filed 44E: No	Currently 44E: No	Amended 44E: No
Filed 66A: No	Currently 66A: No	
Filed No Basis: No	Currently No Basis: No	

Current Owner(s) Information

Owner Name: CARTIER INTERNATIONAL A.G.
Owner Address: HINTERBERGSTRASSE 22, POSTFACH 61
 6312 STEINHAUSEN
 SWITZERLAND
Legal Entity Type: CORPORATION **State or Country Where Organized:** SWITZERLAND

Attorney/Correspondence Information

Attorney of Record

Attorney Name: LAWRENCE E. APOLZON
Attorney Primary Email Address: Apolzon-Docket@fzlz.com **Attorney Email Authorized:** Yes

Correspondent

Correspondent Name/Address: LAWRENCE E. APOLZON
 Fross Zelnick Lehrman & Zissu, P.C.
 4 TIMES SQUARE, 17TH FLOOR
 New York, NEW YORK 10036
 UNITED STATES
Phone: 212-813-5900
Correspondent e-mail: Apolzon-Docket@fzlz.com **Correspondent e-mail Authorized:** Yes

Domestic Representative

Domestic Representative Name: Fross Zelnick Lehrman & Zissu, P.C. **Phone:** 212-813-5900

Prosecution History

Date	Description	Proceeding Number
Apr. 20, 2019	COURTESY REMINDER - SEC. 8 (10-YR)/SEC. 9 E-MAILED	
Feb. 26, 2019	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Feb. 26, 2019	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	
Jan. 24, 2019	NOTICE OF SUIT	
Sep. 21, 2018	NOTICE OF SUIT	
Jun. 29, 2018	NOTICE OF SUIT	
Mar. 28, 2018	NOTICE OF SUIT	
Feb. 23, 2018	NOTICE OF SUIT	
Jan. 03, 2018	NOTICE OF SUIT	
Jun. 07, 2017	NOTICE OF SUIT	
Jun. 07, 2017	NOTICE OF SUIT	
Apr. 05, 2017	REVIEW OF CORRESPONDENCE COMPLETE - ADDRESS UPDATED	88889
Jan. 31, 2017	CORRESPONDENCE RECEIVED IN LAW OFFICE	
Mar. 15, 2017	NOTICE OF SUIT	
Mar. 15, 2017	NOTICE OF SUIT	
Dec. 29, 2016	NOTICE OF SUIT	
Dec. 29, 2016	NOTICE OF SUIT	
Dec. 13, 2016	NOTICE OF SUIT	
Dec. 13, 2016	NOTICE OF SUIT	

EFILED 10/23/24 08:41 AM CASE NO. 24C2572 Joseph P. Day, Clerk

Jul. 13, 2016	NOTICE OF ACCEPTANCE OF SEC. 8 & 15 - MAILED	
Jul. 13, 2016	REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK.	82422
Jun. 24, 2016	CASE ASSIGNED TO POST REGISTRATION PARALEGAL	82422
Apr. 20, 2016	TEAS SECTION 8 & 15 RECEIVED	
Jan. 06, 2015	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Jan. 06, 2015	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	
Aug. 04, 2010	AUTOMATIC UPDATE OF ASSIGNMENT OF OWNERSHIP	
Apr. 20, 2010	REGISTERED-PRINCIPAL REGISTER	
Feb. 02, 2010	OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED	
Feb. 02, 2010	PUBLISHED FOR OPPOSITION	
Dec. 29, 2009	LAW OFFICE PUBLICATION REVIEW COMPLETED	74215
Dec. 29, 2009	ASSIGNED TO LIE	74215
Dec. 09, 2009	APPROVED FOR PUB - PRINCIPAL REGISTER	
Dec. 08, 2009	EXAMINER'S AMENDMENT ENTERED	88888
Dec. 08, 2009	NOTIFICATION OF EXAMINERS AMENDMENT E-MAILED	6328
Dec. 08, 2009	EXAMINERS AMENDMENT E-MAILED	6328
Dec. 08, 2009	EXAMINERS AMENDMENT -WRITTEN	83698
Jun. 25, 2009	NOTIFICATION OF FINAL REFUSAL EMAILED	
Jun. 25, 2009	FINAL REFUSAL E-MAILED	
Jun. 25, 2009	FINAL REFUSAL WRITTEN	83698
Jun. 04, 2009	TEAS/EMAIL CORRESPONDENCE ENTERED	88889
Jun. 04, 2009	CORRESPONDENCE RECEIVED IN LAW OFFICE	88889
Jun. 04, 2009	TEAS RESPONSE TO OFFICE ACTION RECEIVED	
Jan. 06, 2009	NOTIFICATION OF NON-FINAL ACTION E-MAILED	6325
Jan. 06, 2009	NON-FINAL ACTION E-MAILED	6325
Jan. 06, 2009	NON-FINAL ACTION WRITTEN	83698
Jan. 06, 2009	ASSIGNED TO EXAMINER	83698
Oct. 11, 2008	NOTICE OF DESIGN SEARCH CODE MAILED	
Oct. 10, 2008	NEW APPLICATION ENTERED IN TRAM	

Maintenance Filings or Post Registration Information

Affidavit of Continued Use: Section 8 - Accepted
Affidavit of Incontestability: Section 15 - Accepted

TM Staff and Location Information

TM Staff Information - None
 File Location

Current Location: TMEG LAW OFFICE 105 Date in Location: Jul. 13, 2016

Assignment Abstract Of Title Information

Summary

Total Assignments: 1 Registrant: Cartier International N.V.

Assignment 1 of 1

Conveyance: CHANGE OF NAME

Reel/Frame: [4252/0184](#)

Pages: 12

Date Recorded: Aug. 02, 2010

Supporting Documents: [assignment-tm-4252-0184.pdf](#)

Assignor

Name: [CARTIER INTERNATIONAL N.V.](#)

Execution Date: Dec. 14, 2009

Legal Entity Type: CORPORATION

State or Country: NETHERLANDS ANTILLES

FILED 10/23/24 08:41 AM CASE NO 24C2572 Joseph P. Day, Clerk

Where Organized:

Assignee

Name: [CARTIER INTERNATIONAL A.G.](#)
 Legal Entity Type: CORPORATION State or Country: SWITZERLAND
 Where Organized:
 Address: HINTERBERGSTRASSE 22, POSTFACH 61
 6312 STEINHAUSEN, SWITZERLAND

Correspondent

Correspondent Name: MILTON SPRINGUT
 Correspondent Address: 488 MADISON AVENUE
 19 FL
 NEW YORK, NY 10022

Domestic Representative - Not Found

Proceedings

Summary

Number of Proceedings: 1

Type of Proceeding: Opposition

Proceeding Number: [91223983](#) Filing Date: Sep 23, 2015
 Status: Terminated Status Date: Oct 14, 2016
 Interlocutory Attorney: GEOFFREY MCNUTT

Defendant

Name: Unifying Equation, LLC
 Correspondent Address: STEPHEN R RISLEY
 SMITH RISLEY TEMEPL SANTOS LLC
 TWO RAVINIA DRIVE SUITE 700
 ATLANTA GA , 30346
 UNITED STATES
 Correspondent e-mail: rdulaney@srtslaw.com , atashakur@srtslaw.com

Associated marks

Mark	Application Status	Serial Number	Registration Number
	Abandoned - After Inter-Partes Decision	86473275	

Plaintiff(s)

Name: Cartier International A.G.
 Correspondent Address: JOHN P MARGIOTTA
 FROSS ZELNICK LEHRMAN & ZISSU PC
 866 UNITED NATIONS PLAZA
 NEW YORK NY , 10017
 UNITED STATES
 Correspondent e-mail: jmargiotta@fzlz.com , eweiss@fzlz.com

Associated marks

Mark	Application Status	Serial Number	Registration Number
	REGISTERED AND RENEWED	73495582	1372423
	REGISTERED AND RENEWED	78759047	3162410
	Section 8 and 15 - Accepted and Acknowledged	77587644	3776794

Prosecution History

Entry Number	History Text	Date	Due Date
1	FILED AND FEE	Sep 23, 2015	
2	NOTICE AND TRIAL DATES SENT; ANSWER DUE:	Sep 23, 2015	Nov 02, 2015

FILED 10/23/24 08:41 AM CASE NO. 24C2572 Joseph P Day, Clerk

3	PENDING, INSTITUTED	Sep 23, 2015
4	D APPEARANCE / POWER OF ATTORNEY	Oct 30, 2015
5	D CHANGE OF CORRESP ADDRESS	Oct 30, 2015
6	D MOT FOR EXT W/ CONSENT	Oct 30, 2015
7	EXTENSION OF TIME GRANTED	Oct 30, 2015
8	D MOT FOR EXT W/ CONSENT	Dec 30, 2015
9	EXTENSION OF TIME GRANTED	Dec 30, 2015
10	D MOT FOR EXT W/ CONSENT	Jan 29, 2016
11	EXTENSION OF TIME GRANTED	Jan 29, 2016
12	D MOT TO SUSP W/ CONSENT PEND SETTL NEGOTIATIONS	Mar 29, 2016
13	SUSPENDED	Mar 29, 2016
14	NOTICE OF DEFAULT	Aug 22, 2016
15	BD DECISION: SUSTAINED	Oct 14, 2016
16	TERMINATED	Oct 14, 2016

EXHIBIT F

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Mark:



US Serial Number: 87623167 **Application Filing Date:** Sep. 26, 2017
US Registration Number: 5583979 **Registration Date:** Oct. 16, 2018
Filed as TEAS RF: Yes **Currently TEAS RF:** Yes
Register: Principal
Mark Type: Trademark
Status: Registered. The registration date is used to determine when post-registration maintenance documents are due.
Status Date: Oct. 16, 2018
Publication Date: Jul. 31, 2018

Mark Information

Mark Literal Elements: None
Standard Character Claim: No
Mark Drawing Type: 2 - AN ILLUSTRATION DRAWING WITHOUT ANY WORDS(S)/ LETTER(S)/NUMBER(S)
Description of Mark: The mark consists of a three-dimensional configuration of a nail-shaped jewelry design comprising a perfectly round head, a tubular body, having grooves on the tubular body underneath the head, ending in a point that is preceded by flat surfaces, and curved in a circular formation with a slight overlap of the nail's head and point. The gray in the mark indicates shading.
Color(s) Claimed: Color is not claimed as a feature of the mark.
Acquired Distinctiveness Claim: In whole
Design Search Code(s): 14.03.02 - Bolts; Fasteners, bolts; Thumbtacks; Tacks, thumb; Screws; Rivets; Nuts (hardware); Fasteners, nails; Fasteners, screws; Nails (hardware)
 17.03.02 - Chains, jewelry; Bracelets; Necklaces; Dog tags (military identification); Chokers (jewelry); Tags, identification (metal)

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((.)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Jewelry
International Class(es): 014 - Primary Class **U.S Class(es):** 002, 027, 028, 050
Class Status: ACTIVE
Basis: 1(a)
First Use: Apr. 2012 **Use in Commerce:** Apr. 2012

Basis Information (Case Level)

Filed Use: Yes	Currently Use: Yes	Amended Use: No
Filed ITU: No	Currently ITU: No	Amended ITU: No
Filed 44D: No	Currently 44D: No	Amended 44D: No
Filed 44E: No	Currently 44E: No	Amended 44E: No
Filed 66A: No	Currently 66A: No	

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Filed No Basis: No

Currently No Basis: No

Current Owner(s) Information

Owner Name: Cartier International AG

Owner Address: Hinterbergstrasse 22, Postfach 61
CH-6312 Steinhausen
SWITZERLAND

Legal Entity Type: CORPORATION

State or Country Where Organized: SWITZERLAND

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Lawrence E. Apolzon

Docket Number: CART 1501340

Attorney Primary Email Address: Apolzon-Docket@fzlz.com

Attorney Email Authorized: Yes

Correspondent

Correspondent Name/Address: LAWRENCE E. APOLZON
FROSS ZELNICK LEHRMAN & ZISSU, P.C.
4 TIMES SQUARE, 17TH FLOOR
NEW YORK, NEW YORK 10036
UNITED STATES

Phone: 212-813-5900

Fax: 212-813-5901

Correspondent e-mail: Apolzon-Docket@fzlz.com

Correspondent e-mail Authorized: Yes

Domestic Representative

Domestic Representative Name: Fross Zelnick Lehrman & Zissu, P.C.

Phone: 212-813-5900

Fax: 212-813-5901

Prosecution History

Date	Description	Proceeding Number
Nov. 08, 2018	APPLICANT/CORRESPONDENCE CHANGES (NON-RESPONSIVE) ENTERED	88888
Nov. 08, 2018	TEAS CHANGE OF OWNER ADDRESS RECEIVED	
Oct. 16, 2018	REGISTERED-PRINCIPAL REGISTER	
Jul. 31, 2018	OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED	
Jul. 31, 2018	PUBLISHED FOR OPPOSITION	
Jul. 11, 2018	NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED	
Jun. 25, 2018	APPROVED FOR PUB - PRINCIPAL REGISTER	
Jun. 23, 2018	TEAS/EMAIL CORRESPONDENCE ENTERED	88889
Jun. 22, 2018	CORRESPONDENCE RECEIVED IN LAW OFFICE	88889
Jun. 22, 2018	TEAS RESPONSE TO OFFICE ACTION RECEIVED	
Jan. 09, 2018	NOTIFICATION OF NON-FINAL ACTION E-MAILED	6325
Jan. 09, 2018	NON-FINAL ACTION E-MAILED	6325
Jan. 09, 2018	NON-FINAL ACTION WRITTEN	90295
Jan. 03, 2018	ASSIGNED TO EXAMINER	90295
Oct. 03, 2017	NOTICE OF DESIGN SEARCH CODE E-MAILED	
Sep. 30, 2017	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM	
Sep. 29, 2017	NEW APPLICATION ENTERED IN TRAM	

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: PUBLICATION AND ISSUE SECTION

Date in Location: Oct. 16, 2018

EFILED 10/23/24 08:41 AM CASE NO. 24C2572 Joseph P. Day, Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

CARTIER INTERNATIONAL AG
and CARTIER, a division of
RICHEMONT NORTH AMERICA,
INC.,

Plaintiff(s)

v.

SCOTT KING, INC. dba
FLORIDA DIAMOND
BROKERS and KING
JEWELERS

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

Register Agent: Scott F. King
c/o Scott King, Inc.
18265 Biscayne Blvd.
Aventura, Florida 33180

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Mark E. Stein, Esq.
MARK STEIN LAW
2999 NE 191st Street, Suite 330
Aventura, FL 33180
(305) 356-7550

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

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Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

FILED 10/23/24 08:41 AM CASE NO. 24C2572 Joseph P. Day, Clerk



NATIONAL
Jeweler

MAJORS AUG 22, 2019

Jeweler Fined \$150K for Selling Cartier, Van Cleef Fakes

A judge sided with the Richemont-owned brands in a counterfeit case filed against a Florida jeweler earlier this year.



Lenore Fedow
lenore.fedow@nationaljeweler.com

23/24 08:41 AM CASE NO. 24C2572 Joseph P. Day, Clerk



Jeweler Fined \$150K for Selling Cartier, Van Cleef Fakes



Jewelry and watches from Van Cleef & Arpels' Alhambra, Vintage Alhambra and Byzantine Alhambra collections. A Florida jeweler was fined \$150,000 for selling counterfeit versions of the Alhambra as well as fakes from other trademarked collections. (Photo courtesy of VanCleefArpels.com)

Miami—A Florida jeweler has been ordered to pay \$150,000 to Cartier and Van Cleef & Arpels after a judge sided with the Richemont-owned brands in a counterfeit case filed earlier this year.

On May 6, the brands filed [a lawsuit](#) against Scott King Inc. (d/b/a Florida Diamond Brokers and Kings Jewelers) accusing the store of selling counterfeit versions of rings, necklaces and earrings from trademarked collections.

A representative of the brands visited Kings Jewelers in Aventura, Florida in November 2018 and saw the look-alikes on display, according to court documents. (The retailer currently has two locations, the Aventura store and a store in Nashville, Tennessee.)

Employees allegedly told the representative the pieces were “inspired by” Cartier and Van Cleef, but not authentic. According to the lawsuit, the employee went on to say the jewelry was not featured in the store’s catalogues because they “don’t want to get in trouble.”

The jewelry sold in Kings mirrored pieces from Van Cleef & Arpels’ “Alhambra” and “Perlée” collections and Cartier’s “Love” and “Juste un Clou” collections.

Jeweler Fined \$150K for Selling Cartier, Van Cleef Fakes



A genuine Cartier Love bracelet (top) compared with an alleged fake (bottom) sold by King Jewelers. (Photo credit: Cartier.com (top), U.S. District Court for the Southern District of Florida, bottom)

The pieces were engraved with the brands' names and were being sold at prices similar to pieces manufactured by Cartier and Van Cleef, according to the suit.

The store stated it stopped selling and promoting the lookalikes as of May 8.

Scott King said in court documents that he received the counterfeit goods via "a purchase made at the JCK trade show from a vendor with an address in Asia."

Reed Jewelry Group, the company that owns and runs the JCK shows, said in a statement to National Jeweler Wednesday: "At this time, we cannot comment on an ongoing court case to which we are not a party."

On July 24, the court ordered King to hand over information sufficient to identify the vendor, including a last-known address, email, telephone number and website.

None of that information was publicly available as of press time.

The store sold 14 counterfeit products and had five left in its inventory, with sales totaling \$38,190, as per court documents.

King was ordered to pay \$150,000 and send the remaining inventory to the brands within 10



damages of up to \$2 million

EDITORS' PICKS

Sponsored by 

1

Sotheby's To Offer 18th-Century Diamond Necklace, a 'Sublime Survivor'

2

Longtime New England Jeweler to Receive Gem Award for Lifetime Achievement

3

Oregon Jeweler Sentenced to 20 Years for Stealing From, Defrauding Customers

4

Peter Smith: Is That All There Is? Have We Peaked?

5

MAJORS MAY 15, 2019

Cartier, Van Cleef Accuse Florida Jeweler of Peddling Fakes

The Richemont-owned brands are suing King Jewelers for allegedly selling counterfeit versions of pieces from trademarked collections.



Lenore Fedow
lenore.fedow@nationaljeweler.com

24 08:41 AM CASE NO. 24C2572 Joseph P. Day, Clerk





Van Cleef & Arpels' trademarked Alhambra design, as seen in this "Sweet Alhambra" yellow gold watch, was replicated and sold as the real thing by King Jewelers, a lawsuit filed earlier this month alleges.

Miami—Cartier and Van Cleef & Arpels have filed a joint lawsuit against a Florida jeweler accusing it of selling counterfeit versions of rings, necklaces and earrings from trademarked collections.

According to court documents filed in federal court in Miami on May 6, a representative of the Richemont-owned brands visited King Jewelers' Aventura, Florida store in November 2018 and saw the look-alikes on display.

Employees allegedly told the representative the pieces on display were "inspired by" Cartier and Van Cleef pieces, but not authentic. The employee then went on to state that the products were not featured in the store's catalogues because they "don't want to get in trouble."

The lawsuit, which was filed against Scott King Inc. (d/b/a Florida Diamond Brokers and Kings Jewelers), accuses the store specifically of selling imitations of Van Cleef & Arpels' "Alhambra" and "Perlée" collections and Cartier's "Love"

and “Juste un Clou” collections.

The pieces were engraved with the brands’ names and were being sold at prices similar to pieces manufactured by Cartier and Van Cleef, according to the suit.

The brands described King’s activity as “intentionally fraudulent, malicious, willful, and wanton.”



A genuine Cartier Love bracelet (top) compared with an alleged fake (bottom) sold by King Jewelers. (Photo credit: Cartier.com (top), U.S. District Court for the Southern District of Florida (bottom))

King Jewelers was founded in 1912 in Salt Lake City, according to its website, but moved to tourist-friendly South Florida in 1931.

The retailer currently has two locations, the Aventura store and a store in Nashville, Tennessee.

In a statement to National Jeweler, King Jewelers Vice President Jonathan King characterized the accusations made by Cartier and Van Cleef as “outrageous” and inaccurate.

He said: “The allegations brought in the complaint include outrageous falsehoods, misrepresentations, and grave inaccuracies. We hope this matter will be resolved expeditiously.”

Cartier and Van Cleef & Arpels are suing for the profit made from these pieces as well as statutory damages of up to \$2 million per counterfeit collection and per jewelry category.

The brands also are asking that the store turn over its counterfeit pieces for destruction and retrieve any jewelry that was sent to retailers or sold to customers.

Fighting against fakes is challenging, but David Yurman recently [took on counterfeiters and won](#).

The luxury jeweler was awarded \$1.5 million after the U.S. District Court for the Southern District of New York ruled in the company’s favor against 31 defendants operating websites selling counterfeit jewelry.

EDITORS' PICKS

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WORKING LAWYERS FINANCIAL SERVICES

United States District Court
for the
Southern District of Florida

Van Cleef & Arpels, S.A. and others)
Plaintiffs,)
)
v.) Civil Action No. 19-21811-Civ-Scola
)
Scott King, Inc. and others,)
Defendants.)

FINAL ORDER AND JUDGMENT ON CONSENT

This matter, having been commenced by plaintiffs Van Cleef & Arpels, S.A. and Van Cleef & Arpels, a division of Richemont North America, Inc. (together, “Van Cleef & Arpels”), and Cartier International AG and Cartier, a division of Richemont North America, Inc. (together, “Cartier”) (all collectively “Plaintiffs”) by filing a complaint against defendant Scott King, Inc. dba Florida Diamond Brokers and King Jewelers (“Defendant”) on May 6, 2019 (the “Civil Action”);

Plaintiffs having asserted in the complaint claims for counterfeiting and trademark and trade dress infringement under Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1), unfair competition under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), dilution under Section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c), and design patent infringement under Section 271 of the U.S. Patent Act, 35 U.S.C. § 271, based on Defendant’s promotion, offering for sale, and sale of jewelry products that bear Plaintiffs’ registered trademarks, trade dresses, and/or designs;

Defendant having agreed to entry of this Final Order and Judgment on Consent (the “Judgment”);

Defendant making, in connection with and as inducement for the entry of the Judgment, the following representations that are material terms of and form the basis for entry of this Judgment and upon which Plaintiffs and the Court have relied:

a. Defendant acknowledges Van Cleef & Arpels’ exclusive rights in and to the VCA Mark, the Alhambra Trade Dress, the Perlée Design, and the Perlée Patents (as those terms are defined in the Complaint);

b. Defendant acknowledges Cartier’s exclusive rights in and to the CARTIER Mark, the LOVE Trade Dress, and the Juste un Clou Trade Dress (as those terms are defined in the Complaint);

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c. As of May 8, 2019, Defendant had ceased promoting, offering for sale, selling, and distributing:

- i. any product that bears an imitation of the VCA Mark or any confusingly similar mark;
- ii. any product that bears an imitation of the Alhambra Trade Dress or any confusingly similar trade dress;
- iii. any product with a design that is substantially similar to the designs depicted in the Perlée Patents;
- iv. any product that bears an imitation of the CARTIER Mark or any confusingly similar mark;
- v. any product that bears an imitation of the LOVE Trade Dress or any confusingly similar trade dress; and
- vi. any product that bears an imitation of the Juste un Clou Trade Dress or any confusingly similar trade dress.

(collectively, the “Infringing Products”);

d. Defendant has not manufactured any of the Infringing Products;

e. Defendant’s sole source for the Infringing Products was through a purchase made at the JCK trade show from a vendor with an address in Asia (the “Source”). With two business days of entry of this consent judgment, Defendant shall provide information sufficient to identify the Source, including the source’s last-known address and telephone number and any email addresses or websites known by Defendant to be associated with the Source;

f. Defendant has ceased purchasing from the Source any Infringing Products;

g. Defendant sold approximately fourteen (14) units of Infringing Products, with sales of approximately \$38,190;

h. Defendant has five (5) units of Infringing Products remaining in its possession, custody, or control (together, the “Remaining Inventory”); and

i. Defendant has the legal capacity to enter into this Judgment and to carry out all obligations and requirements herein.

This Court having made the following findings and conclusions:

A. The Court has jurisdiction over the subject matter of the Civil Action pursuant to Section 39 of the Lanham Act, 15 U.S.C. § 1121, and Sections 1331 and 1338(a) and (b) of the Judicial Code, 28 U.S.C. §§ 1331, 1338(a) & (b).

B. The Court has personal jurisdiction over Defendant under Section 48.193(1) of the Florida Statutes.

C. Venue is proper in this District pursuant to Sections 1391(b) and (c) of the Judicial Code, 28 U.S.C. §§ 1391(b) and (c).

NOW THEREFORE, it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

1. Judgment is granted in favor of Plaintiffs and against Defendant on Plaintiffs' claims for counterfeiting and trademark and trade dress infringement under Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1), unfair competition under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), dilution under Section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c), and design patent infringement under Section 271 of the U.S. Patent Act, 35 U.S.C. § 271, as follows:

2. Defendant shall pay to Plaintiffs the total sum of one-hundred fifty thousand dollars (\$150,000) within ten (10) business days of entry of this Judgment.

3. Defendant shall send the Remaining Inventory to Plaintiffs within ten (10) business days of entry of this Judgment.

4. Defendant, and each of its agents, privies, servants, affiliates, employees, successors, assigns, heirs, designees, and any entity created, owned, or controlled in whole or in part by Defendant now or in the future, are each hereby permanently enjoined and forever restrained from:

a. Imitating, copying, or making unauthorized use of the VCA Mark, including, without limitation, by manufacturing, reproducing, distributing, displaying, advertising, promoting, offering for sale, selling, importing, exporting, or licensing any products bearing the VCA Mark, or any other mark that is confusingly similar to the VCA Mark;

b. Imitating, copying, or making unauthorized use of the Alhambra Trade Dress, including, without limitation, by manufacturing, reproducing, distributing, displaying, advertising, promoting, offering for sale, selling, importing, exporting, or licensing any products bearing the Alhambra Trade Dress, or any other design that is confusingly similar to the Alhambra Trade Dress;

c. Imitating, copying, or making unauthorized use of the Perlée Patents, including, without limitation, by manufacturing, reproducing, distributing, displaying, advertising, promoting, offering for sale, selling, importing, exporting, or licensing any products that are substantially similar to the Perlée Patents;

d. Imitating, copying, or making unauthorized use of the CARTIER Mark, including, without limitation, by manufacturing, reproducing, distributing, displaying, advertising, promoting, offering for sale, selling, importing, exporting, or licensing any products bearing the CARTIER Mark, or any other mark that is confusingly similar to the CARTIER Mark;

e. Imitating, copying, or making unauthorized use of the LOVE Trade Dress, including, without limitation, by manufacturing, reproducing, distributing, displaying, advertising, promoting, offering for sale, selling, importing, exporting, or licensing any products bearing the LOVE Trade Dress, or any other design that is confusingly similar to the LOVE Trade Dress;

f. Imitating, copying, or making unauthorized use of the Juste un Clou Trade Dress, including, without limitation, by manufacturing, reproducing, distributing, displaying, advertising, promoting, offering for sale, selling, importing, exporting, or licensing any products bearing the Juste un Clou Trade Dress, or any other design that is confusingly similar to the Juste un Clou Trade Dress;

g. Using any false designation of origin or false description or performing any act that can or is likely to lead members of the trade or public to believe that Defendant is associated with Plaintiffs or that any product manufactured, reproduced, distributed, advertised, displayed, promoted, offered for sale, sold, imported, exported, or licensed by Defendant is in any manner associated or connected with Plaintiffs, is a

genuine product of Plaintiffs, or is authorized, licensed, sponsored, or otherwise approved by Plaintiffs;

h. Engaging in any other activity constituting unfair competition with Plaintiffs, or constituting an infringement of the VCA Mark, Alhambra Trade Dress, Perlée Patents, CARTIER Mark, LOVE Trade Dress, or Juste un Clou Trade Dress;

i. Engaging in any activity that dilutes or tarnishes, or is likely to dilute or tarnish, the VCA Mark, Alhambra Trade Dress, CARTIER Mark, LOVE Trade Dress, or Juste un Clou Trade Dress;

j. Taking any action inconsistent with the rights or claim of rights in and to the VCA Mark, Alhambra Trade Dress, Perlée Patents, CARTIER Mark, LOVE Trade Dress, or Juste un Clou Trade Dress; and

k. Assisting or authorizing any third party to engage in any of the actions prohibited by subparagraphs (a)-(k) above, inclusive.

5. Any violation by Defendant of any provision of this Judgment or any error or omission in any of Defendant's representations shall constitute contempt of a Court order, and Plaintiffs shall be entitled to all relief under 18 U.S.C. § 401, *et seq.*, as well as the following relief and remedies from Defendant, which remedies are cumulative:

a. to the extent any of the representations are deemed by the Court to be materially false, Defendant shall pay to Plaintiffs \$5,000 for each representation that is false;

b. liquidated damages in the sum of \$10,000 for each individual different product (not type of product, but product) offered for sale in violation of this Judgment;

c. disgorgement to Plaintiffs of all profits Defendant receives in connection with selling any products that are prohibited under the terms of this Judgment. For purposes of assessing such profits, Defendant shall provide a list of all items purchased from third parties and shall disclose the price at which Defendant sold all such products. Plaintiffs shall be entitled to the difference between the sale price received by Defendant and the purchase price Defendant paid;

d. all investigation costs incurred by Plaintiffs in learning of or investigating any violation or breach of this Judgment;

e. all of Plaintiffs' costs and attorneys' fees incurred in connection with discovering any violation or breach of this Judgment, assessing the violation or breach of this Judgment, advising Defendant or its counsel of any violation or breach of this Judgment, and bringing any action for violation or breach of this Judgment; and

f. any other contempt remedies to be determined by the Court, which may include additional fines and seizure of property.

Defendant shall not challenge Plaintiffs' rights to any of the relief identified in subparagraphs 5(a)-(f). In addition to the relief identified above, Plaintiffs may also pursue all remedies provided by the Lanham Act or any other law.

6. This Judgment resolves the claims and demands that were asserted by Plaintiffs in the Civil Action against Defendant. Except with respect to the obligations created by or arising out of this Judgment, each party, and its parents, subsidiaries, divisions, affiliates, directors, officers, agents, attorneys, insurers, employees, licensees, successors, heirs, and assigns, and all others acting in concert with them, or under their direction or control, releases and discharges the other party from any and all claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, attorneys' fees, actions, and causes of action of every kind and nature whatsoever related to the subject matter of this case.

7. Defendant waives all defenses, counterclaims, or other claims, whether permissive or compulsory, related to the subject matter of the Civil Action, including, but not limited to any claims for malicious prosecution or similar torts or that were or could have been asserted by Defendant in the Civil Action and all relief and remedies requested or that could have been requested by Defendant, and shall constitute a final adjudication of the merits as to any such claims, counterclaims, and defenses.

8. The parties shall bear their own costs and attorneys' fees.

9. The parties to this Judgment waive all rights to appeal from entry of this Judgment.

10. Defendant acknowledges that it has obtained advice of counsel with respect to this Judgment. Defendant further acknowledges that its decision to

consent to the entry of this Judgment was not influenced by any promises, representations, or statements made by Plaintiffs or anyone acting on their behalf other than those set forth herein.

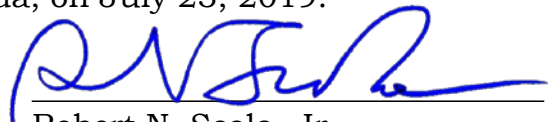
11. This Court shall retain jurisdiction over this matter and the parties to it to enforce the terms of the Judgment and for purposes of making any other orders necessary to implement the terms of this Judgment and to punish or award damages for violation thereof.

12. By their signatures and acknowledgments below, the parties agree to be bound by the terms of this Judgment.

13. This Judgment is a final judgment.

The Court dismisses this case. The Clerk is directed to **close** this case.

Done and ordered at Miami, Florida, on July 23, 2019.

A handwritten signature in blue ink, appearing to read "R. N. Scola, Jr.", written over a horizontal line.

Robert N. Scola, Jr.
United States District Judge

Transcending Solutions LLC

INVOICE RECEIPT

#01234

Feb, 13 2023

Description:	Quantity:	Rate:	Total:
Tanzanite crystal	1	\$9,500.00	\$9,500.00

SUB-TOTAL: \$9,500.00

TOTAL: \$9,500.00

BILLED TO:

Name: Dawson Blankinship



KING JEWELERS
4121 HILLSBORO PIKE
NASHVILLE, TN 37215
615-724-5464
www.kingjewelers.com

Received of Name _____

Dawson Blackinsky 049111

Address _____

City & State _____

Zip _____

Phone _____

Date Received _____

Email _____

ARTICLES & CUSTOMER ESTIMATED VALUE*

14 KW S Shank setting \$ _____

INSTRUCTIONS

*cut tourmaline
set in ring -
see what else can be
cut / left over*

ESTIMATE <i>1100 ish</i>	SALESPERSON	CHARGES
-----------------------------	-------------	---------

The description and values* of articles listed above is correct to the best of my knowledge. In accepting these articles it is understood that this store and any of its employees is not responsible for identification or condition of stones or jewelry at the time of receipt. This store accepts the articles listed above solely for the purpose of repair and does not act as insurer of these articles. This store is not responsible for loss, damage or theft of these articles unless due to its own negligence. Any damage or loss due to its negligence will be limited to the actual cost to repair or replace the item(s) and is not to exceed the value stated above.

*When no value is listed it will be assumed that the value is less than \$80.00.

4/3/24
DATE

INCIDENT REPORT

CITY OF MIAMI POLICE DEPARTMENT
400 NW 2ND AVE
MIAMI, FL 33128
305-603-6111
PAGE 2 of 3

CASE NUMBER: 2405100032463
REPORT TYPE: Offense/Incident Report
PRINTED BY: 43176
PRINTED: 5/21/2024 9:57:10 AM

Boat Information

Name: Type: Hull: Propulsion:
Recovery Information
Date: Location: Disposition:

Property: Automobile - Used In Crime / Information Count: 1 Value:
Status: Victim of Larceny Type: 03 V - Other Vehicle (not Stolen or Recovered)

Description:

Make: FORD Model: UNKNOWN
Year: 2023 Oth Serial: Condition:
Style: Van State: Alabama Exp:
Owner: Drug Information
Type: Amount:

Boat Information

Name: Type: Hull: Propulsion:
Recovery Information
Date: Location: Disposition:

Property: Truck - Used In Crime / Information Count: 1 Value:
Status: Used In Crime Type: 37 V - Other Vehicle (not Stolen or Recovered)

Description:

Make: FORD Model: F-150
Serial/VIN: UNKNOWN Oth Serial: Condition:
Year: Plate: UNKNOWN State: Indiana Exp:
Style: Truck Drug Information
Owner: Type: Amount:

Boat Information

Name: Type: Hull: Propulsion:
Recovery Information
Date: Location: Disposition:

NARRATIVE

On today's date and time, unit was dispatched to the above listed location reference to a theft from a vehicle. Upon arrival, unit contacted the person reporting (Woodgy) who stated delivering a package to 36 NE 1st Ave; he was approached by an employce of "Jones Gems" (Located inside 36 NE 1st Ave) to ship off a package. Mr. Woodgy took the package and placed it into the tea of his FEDEX work van. He then proceeded to the next location for delivery at 73 west Flagler Street. He stated he left his FEDEX van picked on the side of the road while he went into the building to deliver packages. Once he returned to the FEDEX van; he said he was approached by an unknown witness who stated that two (2) males wearing all black clothing with ski mask broke the driver side window of the FEDEX van. The unknown witness continued by stating the two(2) males went into the FEDEX van and left with one package then fled in a Silver Ford F-150 bearing a State Of Indiana tag in a unknown direction.

Note: Witness left his phone number with Mr. Woodgy but did not answer when officer attempted to call him for further investigation. Also, the value of the gems is unknown as of now.

CCTV available at the nearby courthouse.

Downtown PST Team was advised and responded.

ID Responded

PLAINTIFF'S
EXHIBIT
8

FILED 10/20/24 08:41 AM CASE NO. 24C2572 Joseph P. Day, Clerk



Daniel Horwitz <daniel.a.horwitz@gmail.com>

Registered: Cease and Desist of Defamatory Statements King and Co., LLC

Lorri Lomnitzer <lorri@lomnitzerlaw.com>

Thu, Aug 1, 2024 at 8:07 PM

To: "Daniel A. Horwitz" <daniel@horwitz.law>

Cc: Maggie Sherman <maggie@lomnitzerlaw.com>, "melissa@horwitz.law" <melissa@horwitz.law>, Lindsay Smith <lindsay@horwitz.law>, Allison Mingo <Allison@lomnitzerlaw.com>, Eunice Tabinas <assistant@lomnitzerlaw.com>, Kelly Ann desRosiers <Kelly@lomnitzerlaw.com>

Daniel,

Sifting through all the rhetoric and chest pounding, the only logical thing I can extract from your e-mail is that your clients have no documentary evidence to support their case. Thus, the filing of any lawsuit against my client will be swiftly responded to with a motion for sanctions, subjecting yourself and your clients to attorneys fees for your vexatious litigation.

To spell it out clearer as you seem to not comprehend my previous e-mails – your demand/extortion for any monetary offer is (and has been) rejected.

You have again failed to provide any support to your client's position – now all of a sudden there was an offer to insure for \$100,000.00 – where is that proof? The receipt – again signed by YOUR client – lists the entire value of the job creating the new ring as \$1,100.00. If your client felt that it was worth more, then he should have inputted an amount prior to signing. Clearly, he knew its worth (or worthless for that matter) as set forth in that document he signed. You've still provided no evidence of this alleged \$10,000.00 spent on the rock nor provided any support as to justify a \$25,000.00 (previous) demand or any entitlement to any monies at all. Your efforts in obtaining and sending these documents would be more well-received than pounded your chest. Again – it's evident that you and your clients are merely looking for press and not justice.

Feel free to rely on rumors to support your position and convince your clients of a victory – one they'll probably never see.

Please note, we are not authorized to accept service so file suit as you deem fit. No matter what firm is retained, the facts and law do not change. Your clients have made defamatory and false statements and are in search of a payout and exposure, particularly now that the public comments are turning on her as people are exposing the lies and holes in her story.

If and when you choose to have a productive conversation to attempt to reasonably resolve the issue, we remain available to speak. Until then, there is no need for further conversation.

Sincerely,

Lorri Lomnitzer
Attorney at Law



FILED 10/23/24 08:41 AM CASE NO. 24C2572 Joseph P. Day, Clerk

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[Quoted text hidden]



King Jewelers · Creator

The package containing the ring and the gemstone was stolen in transit by FedEx, a situation beyond our control. This is the reason why there is FedEx investigation along with a police report.

1d ago 146 Reply

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